THE COTTONWOOD SCHOOL

Regular Scheduled Board Meeting
The Cottonwood School
October 24, 2019 – 6:00 pm
3840 Rosin Court #200
Sacramento, CA 95834

AGENDA

1. Call to Order
2. Public Comments
3. Approval of the Agenda
4. Closed Session:
    a. Consideration of retention of Legal Counsel (per Gov. Code section 54957)
5. Principals Report
    a. Enrollment
6. Discussion and potential Action on Appointment of Board Members
7. Discussion and Potential Action on the Board Meeting Minutes
8. Discussion and Potential Action on the August - September Financials
9. Discussion and Potential Action on Bank Account Check Signers
10. Discussion and Potential Action on the Staff Handbook
11. Discussion and Potential Action on the MOU with outside Charter Schools
12. Discussion and Potential Action on the Residency Policy
13. Discussion and Potential Action on the 9th Grade Math Placement Policy
14. Discussion and Potential Action on the Title IX Policy
15. Discussion and Potential Action on the Extended School Year Dates
16. Discussion and Potential Action on the Independent Study Policy
17. Discussion and Potential Action on the Board Resolution Approve the Testing LEA Coordinator
18. Discussion and Potential Action on the Vendor Agreement
19. Discussion and Potential Action on the Comprehensive School Safety Plan
20. Discussion and Potential Action on the EL Plan
21. Discussion and Potential Action on the Board Resolution to Approve the Principal's Salary

22. Discussion and Potential Action on the Conflict of Interest Code

23. Adjournment

Public comment rules: Members of the public may address the Board on agenda or non-agenda items. Please fill out a yellow card available at the entrance. Speakers may be called in the order that requests are received, or grouped by subject area. We ask that comments are limited to 2 minutes each, with no more than 15 minutes per single topic so that as many people as possible may be heard. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to district staff or calendar the issue for future discussion.

Note: Cottonwood Charter School Governing Board encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Governing Board Office at 818-207-3837 at least 48 hours before the scheduled board meeting so that we may make every reasonable effort to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132)).

Regular Scheduled Board Meeting - The Cottonwood School
September 21, 2019 – 9:00 am
3840 Rosin Court #200, Sacramento, CA 95834

Attendance: Josh Mottashed, Julisa Platte, Amanda Meagher
Absent: Teresa Lyday Selby
Also Present: Julie Haycock, Jenell Sherman

Call to Order:

Josh Mottashed called the meeting to order at 9:02 a.m.

Public Comments:

None

Discussion and Potential Action on the Appointment of Board Members:

Josh Mattashed motioned to approve the Appointment of Board Members, Julisa Platte seconded.
-Unanimous

Closed Session: Conference with legal counsel regarding potential litigation per Gov. Code section 54956.9(d)(2): 3 matters:

Josh Mottashed - There was nothing to report from closed session.

Principal's Report:

The Board received an update from the Principal.

Board Training – Fiscal Policies and Procedures Training:

The Board received training from Chris Williams on the Fiscal Policies and Procedures.

Discussion and Potential Action on the Compensation Policy:

Josh Mattashed motioned to approve the Compensation Policy, Julisa Platte seconded.
-Unanimous

Discussion and Potential Action on the Fiscal Policies and Procedures:

Josh Mattashed motioned to approve the Fiscal Policies and Procedures, Julisa Platte seconded.
-Unanimous.

Approval of the CSC Acknowledgement Resolutions for the Sale of Receivables:

Josh Mattashed motioned to approve the CSC Acknowledgement Resolutions for the Sale of Receivables, Julisa Platte seconded.
-Unanimous

Board Training - Brown Act Training:

The board received training on the Brown Act from Jennifer McQuarrie

Board Training – Legislative Update:

The board received training from Branche Jones

Board Training – Financial and Budget Training:

The board received financial and budget training from Spencer Styles at Charter Impact.

Discussion and Potential Action on the July Financials:

Josh Mattashed motioned to approve the July Financials, Julisa Platte seconded.
-Unanimous

Discussion and Potential Action on Approval of the Board Meeting Minutes:

Josh Mattashed motioned to approve the Board Meeting Minutes, Julisa Platte seconded.
-Unanimous

Discussion and Potential Action on the Independent Study Policy:

Josh Mattashed motioned to approve the Independent Study Policy, Julisa Platte seconded.
-Unanimous.

Discussion and Potential Action on the Transitional Kindergarten and Kindergarten Policy:

Josh Mattashed motioned to approve the Transitional Kindergarten and Kindergarten Policy, Julisa Platte seconded.
-Unanimous

Discussion and Potential Action on the Promotion, Acceleration and Retention Policy:

Josh Mattashed motioned to approve the Promotion, Acceleration and Retention Policy, Julisa Platte seconded.
-Unanimous

Discussion and Potential Action on the Inspection of Public Records Policy:

Josh Mattashed motioned to approve the Inspection of Public Records Policy, Julisa Platte seconded.
-Unanimous

Discussion and Potential Action on the Administration of Medications, Anti-Seizure Medications, Emergencies and Head Lice Policy:

Josh Mattashed motioned to approve the Administration of Medications, Anti-Seizure Medications, Emergencies and Head Lice Policy, Julisa Platte seconded.
-Unanimous

Discussion and Potential Action on the Conflict of Interest Code:

Josh Mattashed motioned to approve the Coflict of Interest Code, Julisa Platte seconded.
-Unanimous

Discussion and Potential Action on Approving the 2019 - 2020 Parent-Student Handbook:

Josh Mattashed motioned to approve the 2019-2020 Parent-Student Handbook, Julisa Platte seconded.
-Unanimous

Discussion and Potential Action on the Amendment to the District Office Service Agreement:

Josh Mattashed motioned to approve the Amendment to the District Office Service Agreement, Julisa Platte seconded.
-Unanimous

Adjournment:

Josh Mattashed motioned at adjourn the meeting at 4:35 pm, Julisa Platte seconded.
-Unanimous

Prepared by:
Bryanna Brossman

Noted by:

Teresa Lyday Selby
Board Secretary

CHARTER IMPACT

The Cottonwood School

Monthly Financial Presentation – September 2019

COTTONWOOD - Highlights

Pupil:Teacher Ratio
34.66 :1

Cert.	Class.
26.7%	69.3%
(3,571,177)	(2,882,602)

COTTONWOOD - Revenue

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Revenue						
State Aid-Rev Limit	$ 117,970	$ 1,376,343	$ (1,258,373)	$ 25,152,752	$ 21,100,023	$ 4,052,728
Federal Revenue	-	-	-	-	-	-
Other State Revenue	-	277,892	(277,892)	1,783,450	1,489,945	293,506
Other Local Revenue	-	-	-	-	-	-
Total Revenue	**$ 117,970**	**$ 1,654,236**	**$ (1,536,266)**	**$ 26,936,202**	**$ 22,589,968**	**$ 4,346,234**

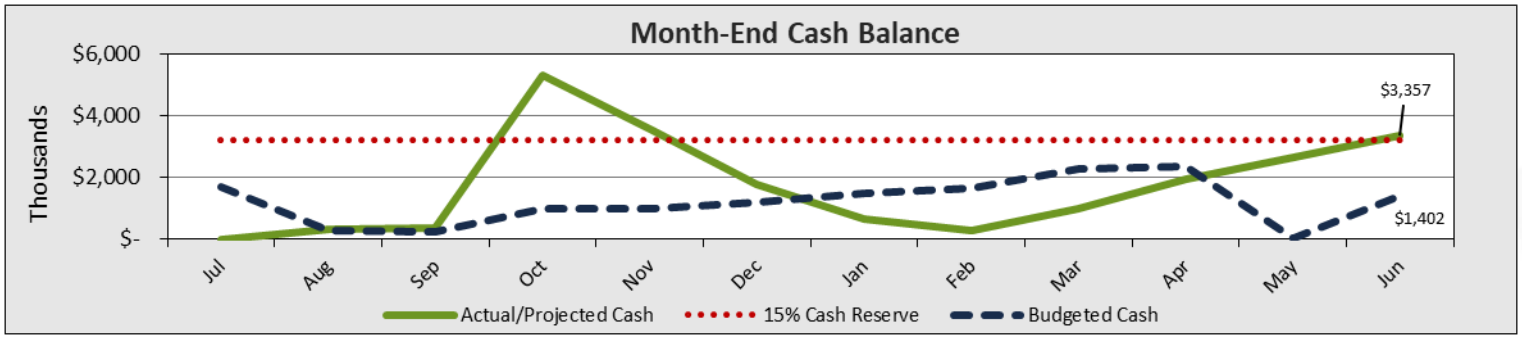
COTTONWOOD - Expenses

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Expenses						
Certificated Salaries	$ 1,041,317	$ 1,860,500	$ 819,183	$ 5,110,304	$ 7,442,000	$ 2,331,696
Classified Salaries	13,009	-	(13,009)	126,270	-	(126,270)
Benefits	288,042	502,695	214,653	1,503,708	2,031,361	527,653
Books and Supplies	399,190	1,042,380	643,189	4,846,136	4,127,659	(718,477)
Subagreement Services	983,477	566,660	(416,818)	6,452,887	4,694,461	(1,758,426)
Operations	7,142	63,995	56,853	223,075	255,979	32,904
Facilities	75,945	175,322	99,377	322,854	701,287	378,433
Professional Services	349,222	195,981	(153,241)	2,554,744	1,973,551	(581,193)
Depreciation	2,521	-	(2,521)	13,866	-	(13,866)
Interest	26,862	-	(26,862)	247,387	280,000	32,613
Total Expenses	**$ 3,186,728**	**$ 4,407,533**	**$ 1,220,805**	**$ 21,401,232**	**$ 21,506,299**	**$ 105,067**

COTTONWOOD - Fund Balance

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Total Surplus(Deficit)	**$ (3,068,758)**	**$ (2,753,297)**	**$ (315,461)**	**$ 5,534,970**	**$ 1,083,669**	**$ 4,451,301**
Beginning Fund Balance	-	-		-	-	
Ending Fund Balance	**$ (3,068,758)**	**$ (2,753,297)**		**$ 5,534,970**	**$ 1,083,669**	
As a % of Annual Expenses	*-14.3%*	*-12.8%*		*25.9%*	*5.0%*	

COTTONWOOD- Cash Balance



COTTONWOOD - Compliance Reporting

Area	Due Date	Description	Completed By	Board Must Approve	Signature Required
DATA TEAM	Oct-02	**Census Day - Fall 1 19/20 Enrollment -** Supplemental and concentration grant amounts are calculated based on the percentage of "unduplicated pupils" enrolled in the LEA on Census Day (first Wednesday in October) as certified for Fall 1. Enrollment and other demographic data submitted by LEAs to CALPADS are used as the starting point for calculating the unduplicated student count.	Cottonwood	No	No
DATA TEAM	Oct-02	**California Basic Educational Data System (CBEDS) data due to CDE -** The first Wed in Oct is CBEDS Information Day, used to collect information on student and staff demographics. Your school must complete the School Information Form (SIF). The SIF is used to collect data specific to schools on the number of classified staff, kindergarten program type, educational calendars, work visa applications, multilingual instructional programs, and languages of instruction.	Cottonwood	No	No
DATA TEAM	Oct-31	**Complete 20-Day Attendance Report -** Charter schools in their first year of operation that begin instruction by September 30th, and continuing charter schools that are expanding by adding one or more grade levels, may apply for a special advance on their funding for LCFF State Aid and EPA State Aid. The special advance is based on actual ADA and pupil demographic data for the first 20 days of student instruction.	Cottonwood	No	Yes
DATA TEAM	Oct-31	**CBEDS-ORA -** Collection of FTE of classified staff, estimated teacher hires, Kindergarten program types, H-1B work visa application, education calendar, multilingual instructional programs, languages of instruction and district of choice transfer requests and transportation data	Cottonwood	No	No
FINANCE	Nov-01	**Mental Health Plans due to SELPA** - Schools requesting Level 2 and Level 3 mental health funding must file their annual plan with their SELPA by this date. Specific due dates may vary by SELPA.	Cottonwood	No	Yes
DATA TEAM	Nov-01	**Local Indicators** - Schools must submit results regarding their Local Indicators to the California School Dashboard. For each applicable local indicator, LEAs assign one of three performance levels: Met, Not Met, Not Met for Two or More Years. LEAs make the determination for each applicable local indicator by using self-reflection tools to measure and report their progress through the Dashboard.	Cottonwood	No	No
FINANCE	Nov-15	**Review and/or Update Non-Profit IRS Form 990 Policies -** The IRS Form 990 is the annual information return filed by most non-profit charter schools. The IRS Form 990 includes a Governance, Management and Disclosure section. Charter Schools are required to disclose the following policies: Conflict of Interest Policy, Whistleblower Policy, Document Retention and Destruction Policy, Expense Reimbursement Policy, Gift Receiving Policy, and Compensation Approval Policy. A Form 990 must be filed by the 15th day of the 5th month after the close of the NPO's fiscal year. **Most schools extend this deadline to the following May 15th.**	Cottonwood	Yes	No
DATA TEAM	Nov-01	**Kindergarten Immunization Assessment** - To review and submit required vaccine doses and report on permanent medical exemptions.	Cottonwood	No	No
FINANCE	Nov-25	**1st Interim Financial Report -** Local educational agencies (LEAs) are required to file two reports during a fiscal year (interim reports) on the status of the LEA's financial health. The first interim report for the period ending October 31 is due by the date set by the charter authorizer (no later than December 15th).	Charter Impact	Yes	Yes

COTTONWOOD - Appendix

The Cottonwood School

Monthly Cash Flow/Forecast FY19-20

Revised 10/21/19

ADA = 2460.78

	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Year-End Accruals	Annual Forecast	Annual Budget	Favorable / (Unfav.)
Revenues																**2064.35**
State Aid - Revenue Limit																
8011 LCFF State Aid	-	-	-	1,962,774	-	-	8,750,991	-	1,769,427	1,769,427	1,769,427	1,769,427	1,769,427	**19,560,900**	15,790,515	3,770,385
8012 Education Protection Account	-	-	-	42,750	-	-	42,750	-	-	283,617	-	-	123,039	**492,156**	412,870	79,286
8096 In Lieu of Property Taxes	-	117,970	-	602,443	141,751	141,751	141,751	1,318,009	659,005	659,005	659,005	659,005	-	**5,099,696**	4,896,638	203,058
	-	117,970	-	2,607,967	141,751	141,751	8,935,493	1,318,009	2,428,432	2,712,049	2,428,432	2,428,432	1,892,466	**25,152,752**	**21,100,023**	**4,052,728**
Other State Revenue																
8311 State Special Education	-	-	-	-	-	-	-	254,814	254,814	254,814	254,814	254,814	0	**1,274,069**	1,068,817	205,252
8560 State Lottery	-	-	-	-	-	-	-	-	-	-	-	-	509,381	**509,381**	421,127	88,254
	-	-	-	-	-	-	-	254,814	254,814	254,814	254,814	254,814	509,381	**1,783,450**	**1,489,945**	**293,506**
Total Revenue	**-**	**117,970**	**-**	**2,607,967**	**141,751**	**141,751**	**8,935,493**	**1,572,823**	**2,683,245**	**2,966,862**	**2,683,245**	**2,683,245**	**2,401,847**	**26,936,202**	**22,589,968**	**4,346,234**
Expenses																
Certificated Salaries																
1100 Teachers' Salaries	223,076	273,089	326,675	345,097	345,097	345,097	345,097	345,097	345,097	345,097	345,097	345,097	-	**3,928,711**	5,880,000	1,951,289
1175 Teachers' Extra Duty/Stipends	7,125	22,356	52,175	51,765	51,765	51,765	51,765	51,765	51,765	51,765	51,765	51,765	-	**547,536**	882,000	334,464
1200 Pupil Support Salaries	3,822	7,921	7,207	7,207	7,207	7,207	7,207	7,207	7,207	7,207	7,207	7,207	-	**83,811**	-	(83,811)
1300 Administrators' Salaries	30,750	39,079	48,042	48,042	48,042	48,042	48,042	48,042	48,042	48,042	48,042	48,042	-	**550,246**	680,000	129,754
	264,774	342,445	434,099	452,110	452,110	452,110	452,110	452,110	452,110	452,110	452,110	452,110	-	**5,110,304**	**7,442,000**	**2,331,696**
Classified Salaries																
2100 Instructional Salaries	-	2,084	3,978	3,978	3,978	3,978	3,978	3,978	3,978	3,978	3,978	3,978	-	**41,863**	-	(41,863)
2400 Clerical and Office Staff Salaries	-	589	4,110	4,110	4,110	4,110	4,110	4,110	4,110	4,110	4,110	4,110	-	**41,694**	-	(41,694)
2900 Other Classified Salaries	-	-	2,248	4,496	4,496	4,496	4,496	4,496	4,496	4,496	4,496	4,496	-	**42,713**	-	(42,713)
	-	2,673	10,336	12,585	12,585	12,585	12,585	12,585	12,585	12,585	12,585	12,585	-	**126,270**	**-**	**(126,270)**
Benefits																
3101 STRS	44,740	57,854	72,864	82,076	82,076	82,076	82,076	82,076	82,076	82,076	82,076	82,076	-	**914,145**	1,242,814	328,669
3301 OASDI	-	141	777	933	933	933	933	933	933	933	933	933	-	**9,317**	-	(9,317)
3311 Medicare	3,739	4,892	6,256	7,175	7,175	7,175	7,175	7,175	7,175	7,175	7,175	7,175	-	**79,464**	107,909	28,445
3401 Health and Welfare	(7,111)	44,944	32,052	34,167	34,167	34,167	34,167	34,167	34,167	34,167	34,167	34,167	-	**377,385**	525,000	147,615
3501 State Unemployment	8,474	5,330	4,088	2,009	2,009	2,009	10,045	8,036	4,018	2,009	2,009	2,009	-	**52,045**	51,450	(595)
3601 Workers' Compensation	-	6,001	3,001	6,928	6,928	6,928	6,928	6,928	6,928	6,928	6,928	6,928	-	**71,352**	104,188	32,836
	49,842	119,162	119,039	133,288	133,288	133,288	141,324	139,315	135,297	133,288	133,288	133,288	-	**1,503,708**	**2,031,361**	**527,653**
Books and Supplies																
4100 Textbooks and Core Materials	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	309,653	309,653
4200 Books and Reference Materials	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	516,088	516,088
4302 School Supplies	66,070	130,032	174,978	227,679	227,679	227,679	227,679	227,679	227,679	227,679	227,679	227,679	-	**2,420,191**	1,292,646	(1,127,545)
4305 Software	3,183	3,989	10,867	76,899	76,899	76,899	76,899	76,899	76,899	76,899	76,899	76,899	-	**710,133**	774,131	63,998
4310 Office Expense	799	1,570	7,569	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	-	**47,437**	50,000	2,563
4311 Business Meals	-	-	134	207	207	207	207	207	207	207	207	207	-	**2,000**	2,000	-
4400 Noncapitalized Equipment	-	-	-	185,153	185,153	185,153	185,153	185,153	185,153	185,153	185,153	185,153	-	**1,666,375**	1,183,141	(483,233)
	70,052	135,590	193,548	494,105	494,105	494,105	494,105	494,105	494,105	494,105	494,105	494,105	-	**4,846,136**	**4,127,659**	**(718,477)**
Subagreement Services																
5102 Special Education	240	4,067	31,309	61,520	61,520	61,520	61,520	61,520	61,520	61,520	61,520	61,520	-	**589,292**	619,305	30,013
5106 Other Educational Consultants	18,210	55,503	136,739	283,942	283,942	283,942	283,942	283,942	283,942	283,942	283,942	283,942	-	**2,765,932**	1,477,310	(1,288,622)
5107 Instructional Services	-	13,567	723,842	258,139	258,139	258,139	258,139	258,139	258,139	258,139	258,139	258,139	37,007	**3,097,663**	2,597,846	(499,817)
	18,450	73,137	891,891	603,600	603,600	603,600	603,600	603,600	603,600	603,600	603,600	603,600	37,007	**6,452,887**	**4,694,461**	**(1,758,426)**
Operations and Housekeeping																
5201 Auto and Travel	1,272	685	546	5,127	5,127	5,127	5,127	5,127	5,127	5,127	5,127	5,127	-	**48,643**	51,609	2,966
5300 Dues & Memberships	750	-	-	1,025	1,025	1,025	1,025	1,025	1,025	1,025	1,025	1,025	-	**9,978**	10,322	344
5400 Insurance	-	2,592	1,296	10,458	10,458	10,458	10,458	10,458	10,458	10,458	10,458	10,458	-	**98,013**	105,282	7,268
5501 Utilities	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	10,322	10,322
5502 Janitorial Services	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	4,129	4,129
5900 Communications	-	-	-	4,101	4,101	4,101	4,101	4,101	4,101	4,101	4,101	4,101	-	**36,912**	41,287	4,375
5901 Postage and Shipping	-	-	-	3,281	3,281	3,281	3,281	3,281	3,281	3,281	3,281	3,281	-	**29,529**	33,030	3,500
	2,022	3,277	1,843	23,993	23,993	23,993	23,993	23,993	23,993	23,993	23,993	23,993	-	**223,075**	**255,979**	**32,904**

The Cottonwood School

Monthly Cash Flow/Forecast FY19-20

Revised 10/21/19

ADA = 2460.78

	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Year-End Accruals	Annual Forecast	Annual Budget	Favorable / (Unfav.)
Facilities, Repairs and Other Leases															-	
5601 Rent	23,333	23,333	23,333	23,333	23,333	23,333	23,333	23,333	23,333	23,333	23,333	23,333	-	**279,996**	660,000	380,004
5610 Repairs and Maintenance	-	3,175	2,771	4,101	4,101	4,101	4,101	4,101	4,101	4,101	4,101	4,101	-	**42,858**	41,287	(1,571)
	23,333	26,508	26,104	27,434	27,434	27,434	27,434	27,434	27,434	27,434	27,434	27,434	-	**322,854**	**701,287**	**378,433**
Professional/Consulting Services															-	
5801 IT	-	-	-	4,101	4,101	4,101	4,101	4,101	4,101	4,101	4,101	4,101	-	**36,912**	41,287	4,375
5802 Audit & Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	15,000	15,000
5803 Legal	7,642	915	-	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	-	**34,807**	35,000	193
5804 Professional Development	-	-	360	1,071	1,071	1,071	1,071	1,071	1,071	1,071	1,071	1,071	-	**10,000**	48,000	38,000
5805 General Consulting	45,748	-	-	2,051	2,051	2,051	2,051	2,051	2,051	2,051	2,051	2,051	-	**64,204**	20,644	(43,560)
5806 Special Activities/Field Trips	19,567	13,130	35,898	69,210	69,210	69,210	69,210	69,210	69,210	69,210	69,210	69,210	-	**691,483**	369,328	(322,156)
5807 Bank Charges	-	-	375	615	615	615	615	615	615	615	615	615	-	**5,911**	6,193	282
5808 Printing	-	-	-	820	820	820	820	820	820	820	820	820	-	**7,382**	8,257	875
5809 Other taxes and fees	-	-	160	615	615	615	615	615	615	615	615	615	-	**5,697**	6,193	496
5811 Management Fee	-	4,129	220,300	78,564	78,564	78,564	78,564	78,564	78,564	78,564	78,564	78,564	11,263	**942,767**	790,649	(152,118)
5812 District Oversight Fee	-	-	-	78,239	4,253	4,253	268,065	39,540	72,853	81,361	72,853	72,853	60,313	**754,583**	633,001	(121,582)
5815 Public Relations/Recruitment	-	999	-	-	-	-	-	-	-	-	-	-	-	**999**	-	(999)
	72,957	19,173	257,092	238,203	164,217	164,217	428,029	199,504	232,817	241,326	232,817	232,817	71,576	**2,554,744**	**1,973,551**	**(581,193)**
Depreciation															-	
6900 Depreciation Expense	-	1,261	1,261	1,261	1,261	1,261	1,261	1,261	1,261	1,261	1,261	1,261	-	**13,866**	-	(13,866)
	-	1,261	1,261	1,261	1,261	1,261	1,261	1,261	1,261	1,261	1,261	1,261	-	**13,866**	**-**	**(13,866)**
Interest															-	
7438 Interest Expense	-	-	26,862	220,525	-	-	-	-	-	-	-	-	-	**247,387**	280,000	32,613
	-	-	26,862	220,525	-	-	-	-	-	-	-	-	-	**247,387**	**280,000**	**32,613**
															-	
Total Expenses	**501,429**	**723,225**	**1,962,074**	**2,207,103**	**1,912,592**	**1,912,592**	**2,184,440**	**1,953,907**	**1,983,201**	**1,989,701**	**1,981,192**	**1,981,192**	**108,583**	**21,401,232**	**21,506,299**	**105,067**
															-	
Monthly Surplus (Deficit)	**(501,429)**	**(605,255)**	**(1,962,074)**	**400,864**	**(1,770,840)**	**(1,770,840)**	**6,751,053**	**(381,084)**	**700,044**	**977,162**	**702,053**	**702,053**	**2,293,264**	**5,534,971**	**1,083,669**	**4,451,301**
														26%		
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(501,429)	(605,255)	(1,962,074)	400,864	(1,770,840)	(1,770,840)	6,751,053	(381,084)	700,044	977,162	702,053	702,053	2,293,264	**5,534,971**		
Cash flows from operating activities																
Depreciation/Amortization	-	1,261	1,261	1,261	1,261	1,261	1,261	1,261	1,261	1,261	1,261	1,261	-	**13,866**		
Public Funding Receivables	-	-	-	-	-	-	-	-	-	-	-	-	(2,401,847)	**(2,401,847)**		
Due To/From Related Parties	673,793	774,486	198,962	(1,647,240)									-	**0**		
Prepaid Expenses	(46,667)	(13,261)	9,333	-	-	-	-	-	-	-	-	-	-	**(50,595)**		
Accounts Payable	-	63,767	53,027	-	-	-	-	-	-	-	-	-	108,583	**225,377**		
Accrued Expenses	181,828	89,054	66,628	-	-	-	-	-	-	-	-	-	-	**337,510**		
Cash flows from investing activities																
Purchases of Prop. And Equip.	(302,525)	-	-	-	-	-	-	-	-	-	-	-	-	**(302,525)**		
Cash flows from financing activities																
Proceeds from Factoring	-	-	1,668,300	7,875,892	-	-	-	-	-	-	-	-	-	**9,544,192**		
Payments on Factoring	-	-	-	(1,668,300)	-	-	(7,875,892)	-	-	-	-	-	-	**(9,544,192)**		
Total Change in Cash	5,000	310,052	35,436	4,962,476	(1,769,580)	(1,769,580)	(1,123,579)	(379,823)	701,305	978,422	703,314	703,314				
Cash, Beginning of Month	-	5,000	315,052	350,488	5,312,964	3,543,384	1,773,804	650,225	270,402	971,707	1,950,129	2,653,443				
Cash, End of Month	**5,000**	**315,052**	**350,488**	**5,312,964**	**3,543,384**	**1,773,804**	**650,225**	**270,402**	**971,707**	**1,950,129**	**2,653,443**	**3,356,756**				

Cert.	Instr.
26.7%	69.3%
(3,571,177)	(2,882,602)

Pupil:Teacher Ratio
34.66 :1

The Cottonwood School

Budget vs Actual

For the period ended September 30, 2019

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenue							
State Aid - Revenue Limit							
LCFF Revenue	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,790,515
Education Protection Account	-	103,218	(103,218)	-	103,218	(103,218)	412,870
In Lieu of Property Taxes	-	1,273,126	(1,273,126)	117,970	1,273,126	(1,155,156)	4,896,638
Total State Aid - Revenue Limit	-	1,376,343	(1,376,343)	117,970	1,376,343	(1,258,373)	21,100,023
Other State Revenue							
State Special Education - AB602	-	277,892	(277,892)	-	277,892	(277,892)	1,068,817
State - State Lottery	-	-	-	-	-	-	421,127
Total Other State Revenue	-	277,892	(277,892)	-	277,892	(277,892)	1,489,945
Total Revenue	$ -	$ 1,654,236	$ (1,654,236)	$ 117,970	$ 1,654,236	$ (1,536,266)	$ 22,589,968
Expenses							
Certificated Salaries							
Certificated Teachers' Salaries	$ 326,675	$ 490,000	$ 163,325	$ 822,840	$ 1,470,000	$ 647,160	$ 5,880,000
Certificated Teachers' Extra Duties/Stipends	52,175	73,500	21,325	81,656	220,500	138,844	882,000
Certificated Pupil Support Salaries	7,207	-	(7,207)	18,950	-	(18,950)	-
Certificated Supervisors' and Administrators' Salar	48,042	56,667	8,625	117,871	170,000	52,129	680,000
Total Certificated Salaries	434,099	620,167	186,068	1,041,317	1,860,500	819,183	7,442,000
Classified Salaries							
Classified Instructional Salaries	3,978	-	(3,978)	6,062	-	(6,062)	-
Clerical, Technical, and Office Staff Salaries	4,110	-	(4,110)	4,699	-	(4,699)	-
Other Classified Salaries	2,248	-	(2,248)	2,248	-	(2,248)	-
Total Classified Salaries	10,336	-	(10,336)	13,009	-	(13,009)	-
Benefits							
State Teachers' Retirement System, certificated po	72,864	103,568	30,704	175,457	310,703	135,246	1,242,814
OASDI/Medicare/Alternative, certificated position	777	-	(777)	918	-	(918)	-
Medicare certificated positions	6,256	8,992	2,736	14,887	26,977	12,090	107,909
Health and Welfare Benefits, certificated positions	32,052	43,750	11,698	69,885	131,250	61,365	525,000
State Unemployment Insurance, certificated positi	4,088	2,573	(1,516)	17,892	7,718	(10,175)	51,450
Workers' Compensation Insurance, certificated po	3,001	8,682	5,682	9,002	26,047	17,045	104,188
Other Benefits, certificated positions	-	-	-	(0)	-	0	-
Total Benefits	119,039	167,565	48,527	288,042	502,695	214,653	2,031,361
Books & Supplies							
Textbooks and Core Curricula Materials	-	77,413	77,413	-	154,826	154,826	309,653
Books and Other Reference Materials	-	103,218	103,218	-	309,653	309,653	516,088
School Supplies	174,978	64,632	(110,346)	371,080	193,897	(177,183)	1,292,646
Software	10,867	64,511	53,644	18,039	193,533	175,494	774,131
Office Expense	7,569	4,167	(3,402)	9,937	12,500	2,563	50,000
Business Meals	134	167	33	134	500	366	2,000
Noncapitalized Equipment	-	59,157	59,157	-	177,471	177,471	1,183,141
Total Books & Supplies	193,548	373,264	179,716	399,190	1,042,380	643,189	4,127,659
Subagreement Services							
Special Education	31,309	51,609	20,300	35,616	154,826	119,210	619,305
Other Educational Consultants	136,739	73,866	(62,874)	210,453	221,597	11,144	1,477,310
Instructional Services	723,842	190,237	(533,605)	737,409	190,237	(547,171)	2,597,846
Total Subagreement Services	891,891	315,711	(576,179)	983,477	566,660	(416,818)	4,694,461

The Cottonwood School

Budget vs Actual

For the period ended September 30, 2019

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Operations & Housekeeping							
Auto and Travel Expense	546	4,301	3,754	2,503	12,902	10,399	51,609
Dues & Memberships	-	860	860	750	2,580	1,830	10,322
Insurance	1,296	8,773	7,477	3,889	26,320	22,432	105,282
Utilities	-	860	860	-	2,580	2,580	10,322
Janitorial/Trash Removal	-	344	344	-	1,032	1,032	4,129
Communications	-	3,441	3,441	-	10,322	10,322	41,287
Postage and Shipping	-	2,752	2,752	-	8,257	8,257	33,030
Total Operations & Housekeeping	1,843	21,332	19,489	7,142	63,995	56,853	255,980
Facilities, Repairs & Other Leases							
Rent	23,333	55,000	31,667	69,999	165,000	95,001	660,000
Repairs and Maintenance	2,771	3,441	670	5,946	10,322	4,376	41,287
Total Facilities, Repairs & Other Leases	26,104	58,441	32,337	75,945	175,322	99,377	701,287
Professional/Consulting Services							
IT	-	3,441	3,441	-	10,322	10,322	41,287
Audit and Tax	-	-	-	-	-	-	15,000
Legal	-	2,917	2,917	8,557	8,750	193	35,000
Professional Development	360	4,000	3,640	360	12,000	11,640	48,000
General Consulting	-	1,720	1,720	45,748	5,161	(40,587)	20,643
Special Activities	35,898	18,466	(17,432)	68,595	55,399	(13,196)	369,328
Bank Charges	375	516	141	375	1,548	1,174	6,193
Printing	-	688	688	-	2,064	2,064	8,257
Other Taxes and Fees	160	516	356	160	1,548	1,388	6,193
Management Fee	220,300	57,898	(162,401)	224,429	57,898	(166,530)	790,649
District Oversight Fee	-	41,290	41,290	-	41,290	41,290	633,001
Public Relations	-	-	-	999	-	(999)	-
Total Professional/Consulting Services	257,092	131,453	(125,640)	349,222	195,981	(153,241)	1,973,551
Depreciation							
Depreciation Expense	1,261	-	(1,261)	2,521	-	(2,521)	-
Total Depreciation	1,261	10/25/2019	42,502	2,521	-	(2,521)	-
Interest							
Interest Expense	26,862	-	(26,862)	26,862	-	(26,862)	280,000
Total Interest	26,862	-	(26,862)	26,862	-	(26,862)	280,000
Total Expenses	$ 1,962,074	$ 1,687,932	$ (274,141)	$ 3,186,728	$ 4,407,533	$ 1,220,805	$ 21,506,299
Change in Net Assets	(1,962,074)	(33,696)	(1,928,377)	(3,068,758)	(2,753,297)	(315,461)	1,083,669
Net Assets, Beginning of Period	(1,106,684)			-			
Net Assets, End of Period	**$ (3,068,758)**			**$ (3,068,758)**			

The Cottonwood School

Statement of Financial Position

September 30, 2019

	Current Balance	Beginning Year Balance	YTD Change	YTD % Change
Assets				
Current Assets				
Cash & Cash Equivalents	$ 350,488	$ -	$ 350,488	0%
Factored Receivable	(1,668,300)	-	(1,668,300)	0%
Due to/from Related Parties	(1,647,240)	-	(1,647,240)	0%
Prepaid Expenses	50,595	-	50,595	0%
Total Current Assets	(2,914,458)	-	(2,914,458)	0%
Long-Term Assets				
Property & Equipment, Net	300,004	-	300,004	0%
Total Long-Term Assets	300,004	-	300,004	0%
Total Assets	$ (2,614,454)	$ -	$ (2,614,454)	0%
Liabilities				
Current Liabilities				
Accounts Payable	$ 116,794	$ -	$ 116,794	0%
Accrued Liabilities	337,510	-	337,510	0%
Total Current Liabilities	454,304	-	454,304	0%
Total Liabilities	454,304	-	454,304	0%
Net Assets	(3,068,758)	-	(3,068,758)	0%
Total Liabilities & Net Assets	**$ (2,614,454)**	**$ -**	**$ (2,614,454)**	**0%**

The Cottonwood School

Statement of Cash Flows

For the period ended September 30, 2019

	Month Ended 9/30/2019	YTD Ended 9/30/2019
Cash Flow from Operating Activities		
Changes in Net Assets:	$ (1,962,074)	$ (3,068,758)
Adjustments to reconcile change in net assets to cash flows from operating activities		
Depreciation	(1,261)	(2,521)
Decrease / (Increase) in Operating Assets:		
Grants, Contributions & Pledges Receivable	1,668,300	1,668,300
Due to/from Related Parties	198,962	1,647,240
Prepaid Expenses	9,333	(50,595)
(Decrease) / Increase in Operating Liabilities		
Accounts Payable	53,027	116,794
Accrued Expenses	66,628	337,510
Total Cash Flow from Operating Activities	1,994,989	3,716,728
Cash Flows from Investing Activities		
Purchase of Property & Equipment	-	(302,525)
Total Cash Flows from Investing Activities	-	(302,525)
Change in Cash & Cash Equivalents	35,436	350,488
Cash & Cash Equivalents, Beginning of Period	315,052	-
Cash & Cash Equivalents, End of Period	**$ 350,488**	**$ 350,488**

The Cottonwood School

Accounts Payable Aging

September 30, 2019

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
A1 Driving School, Inc	001	9/6/2019	9/6/2019	$ -	$ 410	$ -	$ -	$ -	$ 410
Vista Child Therapy	0719-04	8/31/2019	9/30/2019	380	-	-	-	-	380
Vista Child Therapy	0819-06	8/31/2019	9/30/2019	595	-	-	-	-	595
Vista Child Therapy	0819-07	8/31/2019	9/30/2019	285	-	-	-	-	285
Vista Child Therapy	0819-08	8/31/2019	9/30/2019	238	-	-	-	-	238
Explorations in Education	09062019-2	9/6/2019	10/6/2019	195	-	-	-	-	195
Family Taekwondo Academy	1	9/2/2019	10/2/2019	99	-	-	-	-	99
James Rainwater	1-SB-AUG	8/31/2019	9/30/2019	50	-	-	-	-	50
Jamielynn Richey	1003	9/10/2019	10/10/2019	442	-	-	-	-	442
Zaner-Bloser, Inc.	10223928	9/4/2019	10/4/2019	31	-	-	-	-	31
Hawkins School of Performing Arts	10501	8/29/2019	9/28/2019	-	324	-	-	-	324
Toolboxes for Teaching	1084	9/9/2019	10/9/2019	91	-	-	-	-	91
Beautiful Feet Books, Inc.	10919	8/28/2019	10/27/2019	236	-	-	-	-	236
Beautiful Feet Books, Inc.	10938	8/29/2019	10/28/2019	91	-	-	-	-	91
Global Wellness Concepts, Inc	123	9/18/2019	10/18/2019	90	-	-	-	-	90
Global Wellness Concepts, Inc	125	9/18/2019	10/18/2019	160	-	-	-	-	160
Lotus Educational Services, Inc.	1303	9/11/2019	10/11/2019	856	-	-	-	-	856
Wholistic Learning Resources	1441	9/9/2019	10/9/2019	930	-	-	-	-	930
Wholistic Learning Resources	1442	9/17/2019	10/17/2019	595	-	-	-	-	595
Wholistic Learning Resources	1443	9/17/2019	10/17/2019	595	-	-	-	-	595
Wholistic Learning Resources	1445	9/17/2019	10/17/2019	595	-	-	-	-	595
Lakeshore	1520970919	9/9/2019	10/9/2019	43	-	-	-	-	43
Lakeshore	1520980919	9/9/2019	10/9/2019	43	-	-	-	-	43
Lakeshore	1520990919	9/9/2019	10/9/2019	43	-	-	-	-	43
Rich Ayala	1556	9/10/2019	10/10/2019	150	-	-	-	-	150
Slava Swim - Viacheslav Shyrshov	16	9/10/2019	10/10/2019	225	-	-	-	-	225
Alysia Hansen	18	9/8/2019	10/8/2019	145	-	-	-	-	145
Ryan Hansen	19	9/8/2019	10/8/2019	880	-	-	-	-	880
eDynamic Learning	19-0258	9/10/2019	10/10/2019	85	-	-	-	-	85
Learn Piano Live	190909	9/9/2019	10/9/2019	270	-	-	-	-	270
The Curiosity Collective	2	9/9/2019	10/9/2019	1,360	-	-	-	-	1,360
Inspire Learning Academy	2019 - FA14	9/3/2019	10/3/2019	1,397	-	-	-	-	1,397
Rocklin Music Academy	2019-LBagatti-03	9/10/2019	10/10/2019	145	-	-	-	-	145
Rocklin Music Academy	2019-LBagatti-04	9/10/2019	10/10/2019	145	-	-	-	-	145
Rocklin Music Academy	2019-mBagatti-04	9/10/2019	10/10/2019	145	-	-	-	-	145
Rocklin Music Academy	2019-mBagatti-05	9/10/2019	10/10/2019	145	-	-	-	-	145
Rocklin Music Academy	2019-mBagatti-06	9/10/2019	10/10/2019	150	-	-	-	-	150
Rocklin Music Academy	2019-mBagatti-07	9/10/2019	10/10/2019	150	-	-	-	-	150
Olha Shevchyk	2019101	9/10/2019	10/10/2019	120	-	-	-	-	120

Moving Beyond the Page	205679	9/10/2019	10/10/2019	193	-	-	-	-	193
Moving Beyond the Page	205706	9/10/2019	10/10/2019	18	-	-	-	-	18
Moving Beyond the Page	205710	9/10/2019	10/10/2019	303	-	-	-	-	303
Knicker Knob Stable	21	9/9/2019	10/9/2019	280	-	-	-	-	280
Bitsbox	2229	8/30/2019	10/29/2019	129	-	-	-	-	129
Bitsbox	2245	9/6/2019	11/5/2019	87	-	-	-	-	87
Dolphin Scuba Center of Sacramento, Inc.	2263115	9/22/2019	10/22/2019	1,936	-	-	-	-	1,936
Teaching Textbooks	23778	9/6/2019	10/6/2019	141	-	-	-	-	141
Teaching Textbooks	23794	9/10/2019	10/10/2019	97	-	-	-	-	97
Teaching Textbooks	23800	9/10/2019	10/10/2019	55	-	-	-	-	55
Teaching Textbooks	23807	9/10/2019	10/10/2019	55	-	-	-	-	55
Teaching Textbooks	23834	9/10/2019	10/10/2019	43	-	-	-	-	43
Teaching Textbooks	23840	9/6/2019	10/6/2019	43	-	-	-	-	43
Teaching Textbooks	23841	9/10/2019	10/10/2019	43	-	-	-	-	43
Teaching Textbooks	23842	9/6/2019	10/6/2019	55	-	-	-	-	55
Teaching Textbooks	23852	9/10/2019	10/10/2019	67	-	-	-	-	67
Teaching Textbooks	23856	9/6/2019	10/6/2019	43	-	-	-	-	43
Teaching Textbooks	23866	9/10/2019	10/10/2019	43	-	-	-	-	43
Teaching Textbooks	23867	9/10/2019	10/10/2019	43	-	-	-	-	43
Global Teletherapy	2574	9/9/2019	10/9/2019	23,852	-	-	-	-	23,852
Rainbow Resource Center	2738830	9/5/2019	11/4/2019	97	-	-	-	-	97
Rainbow Resource Center	2739903	9/5/2019	11/4/2019	94	-	-	-	-	94
Rainbow Resource Center	2740747	9/5/2019	11/4/2019	163	-	-	-	-	163
Rainbow Resource Center	2740748	9/4/2019	11/3/2019	89	-	-	-	-	89
Rainbow Resource Center	2741354	9/5/2019	11/4/2019	22	-	-	-	-	22
Rainbow Resource Center	2745745	9/5/2019	11/4/2019	89	-	-	-	-	89
Rainbow Resource Center	2747281	9/5/2019	11/4/2019	259	-	-	-	-	259
Rainbow Resource Center	2747365	9/5/2019	11/4/2019	62	-	-	-	-	62
Rainbow Resource Center	2748278	9/5/2019	11/4/2019	73	-	-	-	-	73
Rainbow Resource Center	2750281	9/5/2019	11/4/2019	55	-	-	-	-	55
Rainbow Resource Center	2750299	9/5/2019	11/4/2019	177	-	-	-	-	177
Rainbow Resource Center	2750342	9/5/2019	11/4/2019	81	-	-	-	-	81
Rainbow Resource Center	2750344	9/5/2019	11/4/2019	146	-	-	-	-	146
Studies Weekly	275067	9/4/2019	10/4/2019	32	-	-	-	-	32
Rainbow Resource Center	2750779	9/5/2019	11/4/2019	10	-	-	-	-	10
Studies Weekly	275103	9/4/2019	10/4/2019	65	-	-	-	-	65
Rainbow Resource Center	2752231	9/5/2019	11/4/2019	60	-	-	-	-	60
Rainbow Resource Center	2752264	9/5/2019	11/4/2019	56	-	-	-	-	56
Rainbow Resource Center	2752329	9/5/2019	11/4/2019	87	-	-	-	-	87
Rainbow Resource Center	2752375	9/5/2019	11/4/2019	110	-	-	-	-	110
Rainbow Resource Center	2752404	9/5/2019	11/4/2019	185	-	-	-	-	185
Rainbow Resource Center	2752413	9/5/2019	11/4/2019	21	-	-	-	-	21
Rainbow Resource Center	2752428	9/5/2019	11/4/2019	311	-	-	-	-	311
Rainbow Resource Center	2752472	9/5/2019	11/4/2019	148	-	-	-	-	148
Rainbow Resource Center	2752490	9/5/2019	11/4/2019	36	-	-	-	-	36
Rainbow Resource Center	2752510	9/5/2019	11/4/2019	67	-	-	-	-	67
Rainbow Resource Center	2752537	9/5/2019	11/4/2019	49	-	-	-	-	49
Rainbow Resource Center	2752617	9/5/2019	11/4/2019	288	-	-	-	-	288

Rainbow Resource Center	2752929	9/5/2019	11/4/2019	106	-	-	-	-	106
Rainbow Resource Center	2752930	9/5/2019	11/4/2019	115	-	-	-	-	115
Rainbow Resource Center	2753008	9/5/2019	11/4/2019	105	-	-	-	-	105
Rainbow Resource Center	2753018	9/5/2019	11/4/2019	95	-	-	-	-	95
Rainbow Resource Center	2753020	9/5/2019	11/4/2019	31	-	-	-	-	31
Rainbow Resource Center	2754948	9/6/2019	11/5/2019	208	-	-	-	-	208
Rainbow Resource Center	2755044	9/6/2019	11/5/2019	16	-	-	-	-	16
Rainbow Resource Center	2756291	9/9/2019	11/8/2019	16	-	-	-	-	16
Rainbow Resource Center	2756519	9/9/2019	11/8/2019	96	-	-	-	-	96
Rainbow Resource Center	2756521	9/9/2019	11/8/2019	42	-	-	-	-	42
Rainbow Resource Center	2756524	9/9/2019	11/8/2019	50	-	-	-	-	50
Rainbow Resource Center	2756526	9/9/2019	11/8/2019	45	-	-	-	-	45
Rainbow Resource Center	2757511	9/10/2019	11/9/2019	90	-	-	-	-	90
Rainbow Resource Center	2757515	9/10/2019	11/9/2019	22	-	-	-	-	22
Rainbow Resource Center	2757521	9/10/2019	11/9/2019	67	-	-	-	-	67
Rainbow Resource Center	2757525	9/10/2019	11/9/2019	55	-	-	-	-	55
Rainbow Resource Center	2758694	9/10/2019	11/9/2019	28	-	-	-	-	28
Rainbow Resource Center	2758700	9/10/2019	11/9/2019	152	-	-	-	-	152
Rainbow Resource Center	2758707	9/10/2019	11/9/2019	174	-	-	-	-	174
Rainbow Resource Center	2758718	9/10/2019	11/9/2019	50	-	-	-	-	50
Rainbow Resource Center	2758721	9/10/2019	11/9/2019	18	-	-	-	-	18
Rainbow Resource Center	2758733	9/10/2019	11/9/2019	44	-	-	-	-	44
Rainbow Resource Center	2758736	9/10/2019	11/9/2019	44	-	-	-	-	44
Rainbow Resource Center	2758750	9/10/2019	11/9/2019	464	-	-	-	-	464
Rainbow Resource Center	2759105	9/10/2019	11/9/2019	28	-	-	-	-	28
Rainbow Resource Center	2759116	9/10/2019	11/9/2019	199	-	-	-	-	199
Rainbow Resource Center	2759435	9/10/2019	11/9/2019	320	-	-	-	-	320
Rainbow Resource Center	2759452	9/10/2019	11/9/2019	52	-	-	-	-	52
Rainbow Resource Center	2759457	9/10/2019	11/9/2019	119	-	-	-	-	119
Rainbow Resource Center	2759466	9/10/2019	11/9/2019	150	-	-	-	-	150
Rainbow Resource Center	2759479	9/10/2019	11/9/2019	68	-	-	-	-	68
Rainbow Resource Center	2759490	9/10/2019	11/9/2019	35	-	-	-	-	35
Rainbow Resource Center	2759494	9/10/2019	11/9/2019	531	-	-	-	-	531
Rainbow Resource Center	2759496	9/10/2019	11/9/2019	41	-	-	-	-	41
Rainbow Resource Center	2759498	9/10/2019	11/9/2019	120	-	-	-	-	120
Rainbow Resource Center	2759499	9/10/2019	11/9/2019	141	-	-	-	-	141
Rainbow Resource Center	2759500	9/10/2019	11/9/2019	49	-	-	-	-	49
Rainbow Resource Center	2759502	9/10/2019	11/9/2019	43	-	-	-	-	43
Rainbow Resource Center	2760224	9/11/2019	11/10/2019	62	-	-	-	-	62
One Eleven Studios	3	9/12/2019	10/12/2019	120	-	-	-	-	120
DBL Enterprises, Inc. dba Allstars Driving School	300	9/10/2019	9/10/2019	-	320	-	-	-	320
Timberdoodle.com	303660	8/29/2019	10/28/2019	104	-	-	-	-	104
Timberdoodle.com	303787	8/29/2019	10/28/2019	385	-	-	-	-	385
Timberdoodle.com	303880	8/29/2019	10/28/2019	312	-	-	-	-	312
Timberdoodle.com	303882	8/29/2019	10/28/2019	419	-	-	-	-	419
Timberdoodle.com	303930	8/29/2019	10/28/2019	241	-	-	-	-	241
Timberdoodle.com	303934	8/29/2019	10/28/2019	482	-	-	-	-	482
Timberdoodle.com	304132	8/29/2019	10/28/2019	1,109	-	-	-	-	1,109

Timberdoodle.com	304135	9/6/2019	11/5/2019	1,119	-	-	-	-	1,119
Timberdoodle.com	304136	8/29/2019	10/28/2019	1,280	-	-	-	-	1,280
Timberdoodle.com	304339	8/29/2019	10/28/2019	994	-	-	-	-	994
Timberdoodle.com	304397	8/29/2019	10/28/2019	616	-	-	-	-	616
Timberdoodle.com	305487	8/26/2019	10/25/2019	1,011	-	-	-	-	1,011
Timberdoodle.com	305488	8/26/2019	43,763	813	-	-	-	-	813
Timberdoodle.com	305601	8/27/2019	10/26/2019	298	-	-	-	-	298
Timberdoodle.com	305696	8/27/2019	10/26/2019	60	-	-	-	-	60
Timberdoodle.com	305697	8/27/2019	10/26/2019	128	-	-	-	-	128
Timberdoodle.com	305711	8/27/2019	10/26/2019	617	-	-	-	-	617
Timberdoodle.com	305764	8/28/2019	10/27/2019	391	-	-	-	-	391
Timberdoodle.com	305873	8/28/2019	10/27/2019	764	-	-	-	-	764
Timberdoodle.com	306049	9/6/2019	11/5/2019	500	-	-	-	-	500
Timberdoodle.com	306058	9/6/2019	11/5/2019	78	-	-	-	-	78
Timberdoodle.com	306259	9/6/2019	11/5/2019	1,014	-	-	-	-	1,014
Timberdoodle.com	306443	9/6/2019	11/5/2019	1,102	-	-	-	-	1,102
Timberdoodle.com	306444	9/6/2019	11/5/2019	838	-	-	-	-	838
Timberdoodle.com	306447	9/6/2019	11/5/2019	256	-	-	-	-	256
Timberdoodle.com	306478	9/6/2019	11/5/2019	1,102	-	-	-	-	1,102
Timberdoodle.com	306479	9/5/2019	11/4/2019	74	-	-	-	-	74
Timberdoodle.com	306480	9/5/2019	11/4/2019	74	-	-	-	-	74
Timberdoodle.com	306481	9/5/2019	11/4/2019	999	-	-	-	-	999
Timberdoodle.com	306483	9/5/2019	11/4/2019	152	-	-	-	-	152
BookShark	30963632	8/28/2019	10/27/2019	80	-	-	-	-	80
BookShark	30963760	8/28/2019	10/27/2019	385	-	-	-	-	385
BookShark	30964689	8/28/2019	10/27/2019	85	-	-	-	-	85
BookShark	30964690	8/28/2019	10/27/2019	85	-	-	-	-	85
BookShark	30965483	8/28/2019	10/27/2019	933	-	-	-	-	933
BookShark	30966255	8/28/2019	10/27/2019	78	-	-	-	-	78
Council of Educators for Students With Disabilities, Inc	33656	9/17/2019	10/17/2019	360	-	-	-	-	360
Singapore Math, Inc.	349238	9/9/2019	10/9/2019	34	-	-	-	-	34
Singapore Math, Inc.	349478	9/9/2019	10/9/2019	52	-	-	-	-	52
Singapore Math, Inc.	349479	9/9/2019	10/9/2019	105	-	-	-	-	105
Singapore Math, Inc.	349480	9/9/2019	10/9/2019	105	-	-	-	-	105
Singapore Math, Inc.	349530	9/9/2019	10/9/2019	60	-	-	-	-	60
Singapore Math, Inc.	349581	9/9/2019	10/9/2019	53	-	-	-	-	53
Singapore Math, Inc.	349582	9/9/2019	10/9/2019	65	-	-	-	-	65
Brandy Ruscica	37	9/10/2019	10/10/2019	1,073	-	-	-	-	1,073
Activities for Learning Inc.	378689	9/10/2019	10/10/2019	330	-	-	-	-	330
Activities for Learning Inc.	378691	9/10/2019	10/10/2019	16	-	-	-	-	16
Shooting Stars Tutoring	4	9/10/2019	10/10/2019	1,500	-	-	-	-	1,500
Knowledge Quest, Inc	4381	9/3/2019	10/3/2019	31	-	-	-	-	31
Lakeshore	4697310819	8/2/2019	9/1/2019	-	18	-	-	-	18
Lakeshore	4698620819	8/1/2019	8/31/2019	-	168	-	-	-	168
A Brighter Child, Inc	49534	8/15/2019	9/14/2019	-	697	-	-	-	697
A Brighter Child, Inc	49901	9/5/2019	10/5/2019	346	-	-	-	-	346
A Brighter Child, Inc	49932	9/5/2019	10/5/2019	234	-	-	-	-	234
A Brighter Child, Inc	49935	9/5/2019	10/5/2019	106	-	-	-	-	106

A Brighter Child, Inc	49938	9/5/2019	10/5/2019	130	-	-	-	-	130
Cynthia Vaccaro	5	9/18/2019	10/18/2019	4,197	-	-	-	-	4,197
A Brighter Child, Inc	50085	9/5/2019	10/5/2019	22	-	-	-	-	22
A Brighter Child, Inc	50193	9/5/2019	10/5/2019	60	-	-	-	-	60
A Brighter Child, Inc	50298	9/5/2019	10/5/2019	245	-	-	-	-	245
A Brighter Child, Inc	50303	9/6/2019	10/6/2019	228	-	-	-	-	228
A Brighter Child, Inc	50304	9/6/2019	10/6/2019	146	-	-	-	-	146
A Brighter Child, Inc	50306	9/6/2019	10/6/2019	171	-	-	-	-	171
A Brighter Child, Inc	50307	9/6/2019	10/6/2019	117	-	-	-	-	117
A Brighter Child, Inc	50312	9/5/2019	10/5/2019	144	-	-	-	-	144
A Brighter Child, Inc	50316	9/5/2019	10/5/2019	176	-	-	-	-	176
A Brighter Child, Inc	50319	9/6/2019	10/6/2019	90	-	-	-	-	90
A Brighter Child, Inc	50321	9/5/2019	10/5/2019	100	-	-	-	-	100
A Brighter Child, Inc	50333	9/5/2019	10/5/2019	134	-	-	-	-	134
A Brighter Child, Inc	50334	9/5/2019	10/5/2019	133	-	-	-	-	133
A Brighter Child, Inc	50336	9/5/2019	10/5/2019	91	-	-	-	-	91
A Brighter Child, Inc	50338	9/5/2019	10/5/2019	40	-	-	-	-	40
A Brighter Child, Inc	50340	9/5/2019	10/5/2019	47	-	-	-	-	47
A Brighter Child, Inc	50345	9/5/2019	10/5/2019	105	-	-	-	-	105
A Brighter Child, Inc	50346	9/5/2019	10/5/2019	33	-	-	-	-	33
A Brighter Child, Inc	50349	9/5/2019	10/5/2019	50	-	-	-	-	50
A Brighter Child, Inc	50364	9/6/2019	10/6/2019	44	-	-	-	-	44
A Brighter Child, Inc	50366	9/6/2019	10/6/2019	189	-	-	-	-	189
A Brighter Child, Inc	50367	9/6/2019	10/6/2019	235	-	-	-	-	235
A Brighter Child, Inc	50371	9/6/2019	10/6/2019	157	-	-	-	-	157
A Brighter Child, Inc	50372	9/6/2019	10/6/2019	120	-	-	-	-	120
A Brighter Child, Inc	50375	9/6/2019	10/6/2019	418	-	-	-	-	418
A Brighter Child, Inc	50376	9/6/2019	10/6/2019	129	-	-	-	-	129
A Brighter Child, Inc	50390	9/5/2019	10/5/2019	50	-	-	-	-	50
A Brighter Child, Inc	50392	9/5/2019	10/5/2019	269	-	-	-	-	269
A Brighter Child, Inc	50394	9/5/2019	10/5/2019	66	-	-	-	-	66
A Brighter Child, Inc	50411	9/5/2019	10/5/2019	380	-	-	-	-	380
A Brighter Child, Inc	50415	9/6/2019	10/6/2019	68	-	-	-	-	68
A Brighter Child, Inc	50436	9/6/2019	10/6/2019	360	-	-	-	-	360
A Brighter Child, Inc	50445	9/6/2019	10/6/2019	113	-	-	-	-	113
A Brighter Child, Inc	50449	9/6/2019	10/6/2019	417	-	-	-	-	417
A Brighter Child, Inc	50463	9/5/2019	10/5/2019	405	-	-	-	-	405
A Brighter Child, Inc	50465	9/6/2019	10/6/2019	85	-	-	-	-	85
A Brighter Child, Inc	50467	9/6/2019	10/6/2019	23	-	-	-	-	23
A Brighter Child, Inc	50468	9/6/2019	10/6/2019	438	-	-	-	-	438
A Brighter Child, Inc	50469	9/5/2019	10/5/2019	127	-	-	-	-	127
A Brighter Child, Inc	50472	9/5/2019	10/5/2019	130	-	-	-	-	130
A Brighter Child, Inc	50478	9/5/2019	10/5/2019	39	-	-	-	-	39
A Brighter Child, Inc	50482	9/5/2019	10/5/2019	125	-	-	-	-	125
A Brighter Child, Inc	50483	9/5/2019	10/5/2019	67	-	-	-	-	67
Great Books Academy	5450845GCH	8/21/2019	9/20/2019	-	945	-	-	-	945
Roseville Community School	6252	9/5/2019	9/5/2019	-	1,425	-	-	-	1,425
Roseville Community School	6254	9/6/2019	9/6/2019	-	1,425	-	-	-	1,425

CB Music	6658	9/6/2019	9/6/2019	-	2,771	-	-	-	2,771
Kline Music	6804107	9/4/2019	10/3/2019	843	-	-	-	-	843
Cynthia Vaccaro	7	9/9/2019	10/9/2019	634	-	-	-	-	634
The Lampo Group, LLC	7752656	9/4/2019	10/4/2019	95	-	-	-	-	95
Outschool, Inc.	8254	9/9/2019	10/9/2019	208	-	-	-	-	208
Outschool, Inc.	8270	9/9/2019	10/9/2019	175	-	-	-	-	175
Outschool, Inc.	8271	9/9/2019	10/9/2019	360	-	-	-	-	360
Outschool, Inc.	8272	9/9/2019	10/9/2019	212	-	-	-	-	212
Outschool, Inc.	8273	9/9/2019	10/9/2019	290	-	-	-	-	290
Sacramento Saber Fencing LLC	83119	9/6/2019	10/6/2019	450	-	-	-	-	450
All About Learning Press, Inc.	900431	8/27/2019	10/26/2019	47	-	-	-	-	47
All About Learning Press, Inc.	900433	8/27/2019	10/26/2019	114	-	-	-	-	114
All About Learning Press, Inc.	900437	8/27/2019	10/26/2019	191	-	-	-	-	191
All About Learning Press, Inc.	900446	8/27/2019	10/26/2019	51	-	-	-	-	51
All About Learning Press, Inc.	900513	8/29/2019	10/28/2019	311	-	-	-	-	311
All About Learning Press, Inc.	900514	8/29/2019	10/28/2019	96	-	-	-	-	96
All About Learning Press, Inc.	900515	8/29/2019	10/28/2019	447	-	-	-	-	447
All About Learning Press, Inc.	900560	9/3/2019	11/2/2019	78	-	-	-	-	78
All About Learning Press, Inc.	900562	9/3/2019	11/2/2019	238	-	-	-	-	238
All About Learning Press, Inc.	900564	9/3/2019	11/2/2019	47	-	-	-	-	47
All About Learning Press, Inc.	900599	9/4/2019	11/3/2019	32	-	-	-	-	32
All About Learning Press, Inc.	900601	9/4/2019	11/3/2019	68	-	-	-	-	68
All About Learning Press, Inc.	900616	9/4/2019	11/3/2019	97	-	-	-	-	97
All About Learning Press, Inc.	900620	9/4/2019	11/3/2019	155	-	-	-	-	155
All About Learning Press, Inc.	900621	9/4/2019	11/3/2019	51	-	-	-	-	51
All About Learning Press, Inc.	900625	9/4/2019	11/3/2019	155	-	-	-	-	155
All About Learning Press, Inc.	900626	9/4/2019	11/3/2019	28	-	-	-	-	28
All About Learning Press, Inc.	900627	9/4/2019	11/3/2019	96	-	-	-	-	96
All About Learning Press, Inc.	900641	9/5/2019	11/4/2019	139	-	-	-	-	139
All About Learning Press, Inc.	900642	9/5/2019	11/4/2019	209	-	-	-	-	209
All About Learning Press, Inc.	900653	9/5/2019	11/4/2019	18	-	-	-	-	18
All About Learning Press, Inc.	900655	9/10/2019	11/9/2019	155	-	-	-	-	155
All About Learning Press, Inc.	900670	9/9/2019	11/8/2019	68	-	-	-	-	68
All About Learning Press, Inc.	900677	9/9/2019	11/8/2019	159	-	-	-	-	159
All About Learning Press, Inc.	900691	9/9/2019	11/8/2019	51	-	-	-	-	51
All About Learning Press, Inc.	900697	9/9/2019	11/8/2019	155	-	-	-	-	155
All About Learning Press, Inc.	900699	9/9/2019	11/8/2019	26	-	-	-	-	26
All About Learning Press, Inc.	900706	9/9/2019	11/8/2019	156	-	-	-	-	156
All About Learning Press, Inc.	900707	9/9/2019	11/8/2019	90	-	-	-	-	90
All About Learning Press, Inc.	900713	9/9/2019	11/8/2019	92	-	-	-	-	92
All About Learning Press, Inc.	900716	9/9/2019	11/8/2019	47	-	-	-	-	47
All About Learning Press, Inc.	900724	9/9/2019	11/8/2019	97	-	-	-	-	97
All About Learning Press, Inc.	900747	9/9/2019	11/8/2019	47	-	-	-	-	47
All About Learning Press, Inc.	900753	9/9/2019	11/8/2019	68	-	-	-	-	68
All About Learning Press, Inc.	900754	9/9/2019	11/8/2019	68	-	-	-	-	68
All About Learning Press, Inc.	900760	9/9/2019	11/8/2019	115	-	-	-	-	115
All About Learning Press, Inc.	900819	9/10/2019	11/9/2019	77	-	-	-	-	77

Stephanie Morris	AC7	9/6/2019	10/6/2019	80	-	-	-	-	80
Bennati's Martial Arts	AGON91119	9/9/2019	10/9/2019	417	-	-	-	-	417
AllGood Driving School, Inc	AUG2019-A	9/5/2019	10/5/2019	330	-	-	-	-	330
Monica Zarate	AUG2019-KONG-TCS	9/9/2019	10/9/2019	200	-	-	-	-	200
Budget Rent A Car Systems, Inc.	BUDG091419-7742	9/14/2019	9/14/2019	-	11	-	-	-	11
Budget Rent A Car Systems, Inc.	BUDG091419-9621	9/14/2019	9/14/2019	-	199	-	-	-	199
Stephanie Morris	CC3	9/6/2019	10/6/2019	180	-	-	-	-	180
BYU Independent Study	DCE-00002903	9/3/2019	9/3/2019	-	723	-	-	-	723
Educational Development Corporation	DIR4778369	9/5/2019	10/5/2019	226	-	-	-	-	226
Educational Development Corporation	DIR4782938	9/10/2019	10/10/2019	32	-	-	-	-	32
Empire Gymnastics Center	EGCLOHBrandon1908262	8/26/2019	8/26/2019	-	-	75	-	-	75
Empire Gymnastics Center	EGCSBrandon190910256	9/10/2019	9/10/2019	-	150	-	-	-	150
Empire Gymnastics Center	EGCSBrandon190910258	9/10/2019	9/10/2019	-	75	-	-	-	75
Empire Gymnastics Center	EGCSBrandon190910259	9/10/2019	9/10/2019	-	75	-	-	-	75
Empire Gymnastics Center	EGCSBrandon190910261	9/10/2019	9/10/2019	-	75	-	-	-	75
Empire Gymnastics Center	EGCSBrandon190910262	9/10/2019	9/10/2019	-	75	-	-	-	75
Empire Gymnastics Center	EGCSBrandon190910263	9/10/2019	9/10/2019	-	75	-	-	-	75
On The GO Academy	Fall 2019-132	9/13/2019	9/13/2019	-	180	-	-	-	180
On The GO Academy	Fall 2019-18	9/5/2019	10/5/2019	350	-	-	-	-	350
On The GO Academy	Fall 2019-19	9/5/2019	10/5/2019	500	-	-	-	-	500
On The GO Academy	Fall 2019-20	9/5/2019	10/5/2019	600	-	-	-	-	600
On The GO Academy	Fall 2019-21	9/5/2019	10/5/2019	500	-	-	-	-	500
On The GO Academy	Fall 2019-22	9/5/2019	10/5/2019	500	-	-	-	-	500
On The GO Academy	Fall 2019-23	9/5/2019	10/5/2019	750	-	-	-	-	750
On The GO Academy	Fall 2019-27	9/5/2019	10/5/2019	600	-	-	-	-	600
On The GO Academy	Fall 2019-28	9/5/2019	10/5/2019	500	-	-	-	-	500
On The GO Academy	Fall 2019-32	9/5/2019	10/5/2019	500	-	-	-	-	500
On The GO Academy	Fall 2019-41	9/16/2019	10/16/2019	250	-	-	-	-	250
Tricks Gymnastics - Granite Bay	GB072019ICS	8/6/2019	9/5/2019	-	308	-	-	-	308
Elemental Science	IN-1796	9/10/2019	10/10/2019	67	-	-	-	-	67
Corrinne Carrabello	Inspire 23	9/9/2019	10/9/2019	250	-	-	-	-	250
Corrinne Carrabello	Inspire 28	9/11/2019	10/11/2019	500	-	-	-	-	500
Corrinne Carrabello	Inspire 29	9/13/2019	10/13/2019	250	-	-	-	-	250
Corrinne Carrabello	Inspire 30	9/20/2019	10/20/2019	500	-	-	-	-	500
PresenceLearning, Inc.	INV29698	9/9/2019	10/9/2019	720	-	-	-	-	720
Learning Without Tears	INV37464	9/4/2019	10/4/2019	10	-	-	-	-	10
Logic of English	INV7961	9/9/2019	10/9/2019	37	-	-	-	-	37
MEL Science Ltd	MM201909091	9/9/2019	10/9/2019	283	-	-	-	-	283
Owlcrate Enterprises Inc	OCJR-TCS-001	9/5/2019	10/5/2019	111	-	-	-	-	111
Kovars Martial Arts-Roseville	Rose9-06	9/6/2019	10/6/2019	1,977	-	-	-	-	1,977
Tricks Gymnastics - Sacramento	Sac:008ELL	9/9/2019	10/9/2019	79	-	-	-	-	79
Technique Gymnastics	SEPTEMBER2019	9/7/2019	10/7/2019	1,083	-	-	-	-	1,083
Blue Learning	SINV0767	9/9/2019	10/9/2019	100	-	-	-	-	100
Blue Learning	SINV0768	9/9/2019	10/9/2019	100	-	-	-	-	100
Blue Learning	SINV0769	9/9/2019	10/9/2019	200	-	-	-	-	200
Blue Learning	SINV0770	9/9/2019	10/9/2019	100	-	-	-	-	100
Explorer Field Trips	TCS090619	9/6/2019	10/6/2019	1,900	-	-	-	-	1,900
Kovar's Inc. - Waterman	WATAUGOCT19ATKINS	9/9/2019	10/9/2019	960	-	-	-	-	960

Kovar's Inc. - Waterman	WATAUGOCT19BAUGHM	9/9/2019	10/9/2019	885	-	-	-	-	885
Amy Sachs	YPK-F19-6	9/7/2019	10/7/2019	1,020	-	-	-	-	1,020
			Total Oustanding Payables	**$ 106,269**	**$ 10,449**	**$ 75**	**$ -**	**$ -**	**$ 116,794**

RESOLUTION No. _____

Subject: **Update Check Signers on City National Bank Accounts**

Recommendation:

That the corporate Board of The Cottonwood School, A Corporation, approve Exhibit A of the resolution at City National Bank for the accounts detailed in the following pages, and recommends it to the Board of Directors of the Corporation for approval.

Background:

The bank listed have requested that we update our company resolution. Our resolution has not changed, however, Exhibit A has been changed to reflect a modified list of authorized signers, which includes adding the signers of record to include the Board Member and deleting the positions with the Inspire District Office.

The Inspire District Officer CFO is authorized to conduct all online banking activities and to also have full communication with all bank personnel.

RESOLUTION

RESOLVED, that all previous resolutions authorizing signatories to the accounts listed on Exhibit A be and they hereby are revoked and superseded effective the date of this resolution; and

FURTHER RESOLVED, that the officers specified in Exhibit A ("designated signers") be and they hereby are authorized (1) to sign, for and on behalf of this Corporation, any and all checks, drafts or other orders with respect to any funds to the credit of this Corporation with the institutions listed on Exhibit A, (hereinafter "Institutions") against the Corporation's listed accounts at those Institutions maintained at any time with these Institutions, inclusive of any such checks, drafts, or other orders in favor of any of the designated signers and/or other person(s), and/or (ii) to make withdrawals of any such funds from these accounts by any other means authorized by the Institution, that the Institutions be and hereby are authorized (a) to pay such checks, drafts or orders, and/or to honor such withdrawals; (b) to receive for deposit to the credit of the Corporation, and/or for collection for these accounts of this Corporation, any and all checks, drafts, notes or other instruments for the payment of money which may be submitted to it for such deposit and/or collection; to receive, as the act of this Corporation, any and all stop payment instructions with respect to any such checks, drafts or other orders when signed by any one or more of the designated signers as hereinafter designated.

FURTHER RESOLVED THAT the designated signers be and they hereby are authorized, for and on behalf of this Corporation, to transact any and all other business with or through the Institutions which at any time may be deemed by said designated signers transacting the same to be advisable EXCEPT THE BORROWING OF MONEY, OR THE OBTAINING OF ANY FORM OF CREDIT, FROM THE INSTITUTIONS, EITHER DIRECTLY OR INDIRECTLY, WITH OR WITHOUT SECURITY.

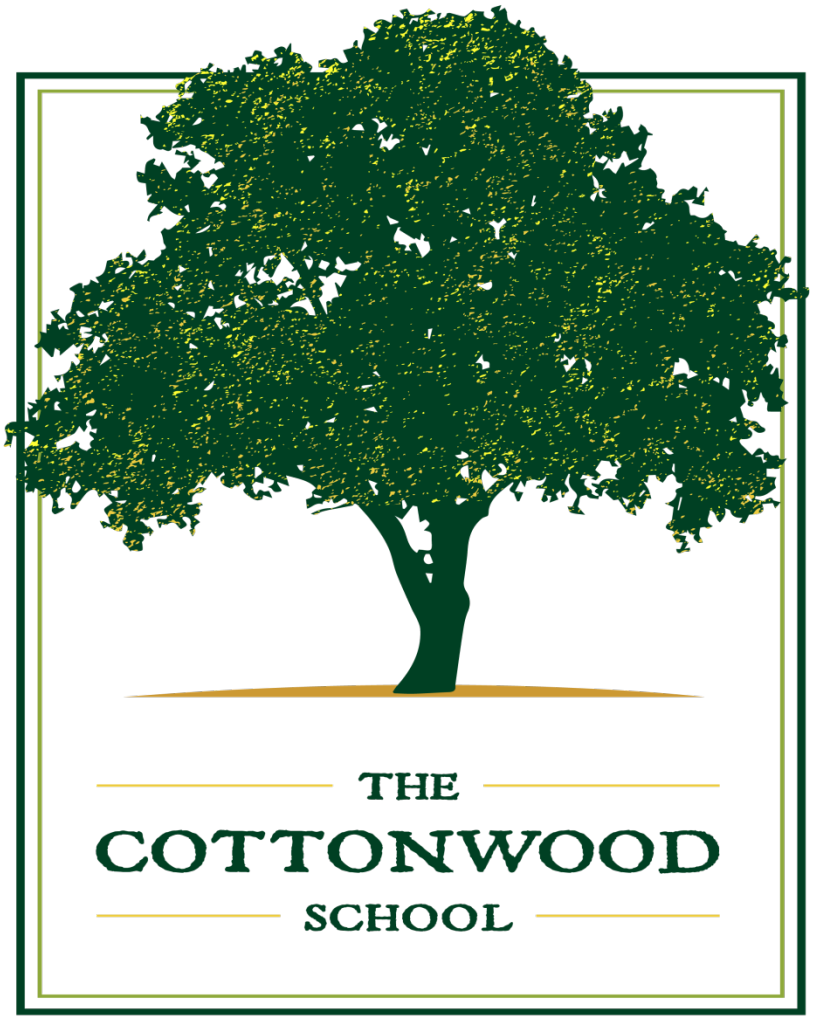
That the Institutions are further authorized to pay to the debit of these accounts any and all checks, drafts and other instruments for the payment of money drawn in the name of the Corporation bearing or purport ting to bear the facsimile signature(s) of the Treasurer inclusive of and in favor of any person whose facsimile signature appears thereon, if the facsimile signature(s) thereon, resemble(s) the specimen(s) filed with the Institutions.

That the Institutions are hereby notified that any check in excess of One-hundred Thousand Dollars ($100,000.00) requires two signatures, both of which may be a facsimile signature.

Exhibit A

City National Bank
Torrance, CA 90503

Account #	Account Name	Officers Authorized to Sign
014633405	Checking Account	



EMPLOYEE HANDBOOK
2019-2020

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SECTION 1 – WELCOME

Welcome to The Cottonwood School!

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

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

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

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

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

SECTION 2 – GENERAL

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

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

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

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

SECTION 3 – PHILOSOPHY

CORE PURPOSE

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

CORE VALUES

The following three core values are what distinguish TCS from other schools:
1. Mentoring – to inspire students to forge their paths in the world
2. Passionate – to strive for excellence
3. Collaborative – to be active, engaging, and contributing team members

PERMISSION-TO-PLAY VALUES

The following Permission-to-Play values are minimum behavioral standards that all employees must exhibit consistently:
1. Innovative
2. Dynamic
3. Results-oriented
4. Data-driven
5. Extraordinary
6. Confident
7. Energetic

STRATEGIC ANCHORS

To ensure success of our core purpose and core values, TCS will use the following two strategic anchors to inform every decision the school makes and the basis for how decisions and actions will be evaluated:
1. Academic achievement through relevant curricula, clear expectations, and shared accountability
2. Relationship building through mentorship and consistent communication

School-wide Learning Outcomes

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

1. Technologically proficient and will:

a. Develop media literacy to analyze different information outlets and their influences.

b. Navigate various online platforms and participate in virtual discussion.

c. Use the Internet to acquire, organize, manipulate, interpret, and communicate information.

d. Adapt, integrate and utilize various emerging online resources in order to compete in the workplace and connect with their passion.

2. Critical thinkers who will:

a. Produce original products through written and/or oral work, problem solutions, or artistic presentation and/or performances.

b. Problem solve through questioning, making inferences, predicting, and hypothesizing.

c. Apply learned skills to new situations or problems.

d. Take ownership of their learning and modify their performance based on feedback and assessment to attain their goals.

e. Focus on learning state adopted standards and demonstrate mastery in core content areas as evaluated through standardized assessments. (CAASPP, STAR 360)

3. Effective communicators who will:

a. Listen, speak, read, and write proficiently using standard English according to commonly accepted rubrics.

b. Articulate thoughts, rationale and logic with confidence in oral presentation.

c. Present work using a variety of media, including drawing, essays, short speech, or activity sheets.

d. Contribute effectively in collaborations during office hour discussions or Jigsaw meetings.

4. Responsible and self-directed citizens who will:

a. Set attainable personal and academic goals through the Individual Learning Plan and the Individualized Graduation Plan.

b. Demonstrate integrity and respect within the academic and personal setting.

c. Become active members of the community through community service and volunteering.

d. Be cognizant of local and global issues.

SECTION 4 – EMPLOYMENT

EMPLOYMENT APPLICATIONS

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

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

HARASSMENT

It is the policy of TCS to ensure equal employment opportunity without discrimination or harassment on the basis of race (which includes, but is not limited to, traits historically associated with race, including, but not limited to, hair texture and protective hairstyles), religious creed (which includes, without limitation, to religious dress and grooming practices), color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical leaves, domestic violence victim status, political affiliation, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics.

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

What is Harassment?

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

- Offensive remarks, comments, jokes or slurs pertaining to an individual’s race, religion, sex, sexual orientation, gender or gender identity or gender expression, age, national origin or ancestry, disability, citizenship, veteran status, or any other protected status as defined by law or regulation whether verbally or by electronic means including email, and/or text messages
- Offensive sexual remarks, sexual advances, flirtations, or requests for sexual favors regardless of the gender of the individuals involved and whether verbally or by electronic means

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

What is abusive conduct/workplace bullying?

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

What is Retaliation?

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

As used in this policy, "retaliation" means taking any adverse employment action against an employee because the employee engaged in protected activity pursuant to this policy. Protected activity may include, but is not necessarily limited to, opposing a practice or conduct the employee reasonably believes to be unlawful, reporting or assisting in reporting suspected violations of this policy, cooperating or participating in investigations or proceedings arising out of a violation of this policy, or engaging in any other activity protected by applicable law.

As used in this policy, an "adverse employment action" means conduct or an action that materially affects the terms and conditions of the employee's employment status or is reasonably likely to deter the employee from engaging in further protected activity. An adverse employment action may include, but is not limited to, the following: demotion, suspension, reduction in pay, denial of

merit salary increase, failure to hire, refusing to promote, denying employment opportunities, changing work assignments or otherwise treating an employee differently.

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

Responsibility

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

Reporting

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

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

Investigation/Complaint Procedure

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

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

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

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

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

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

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

Conclusion

This policy was developed to ensure that all employees could work in an environment free from harassment, discrimination, abusive conduct and retaliation. TCS will make every reasonable effort to ensure that all concerned are familiar with these policies and aware that any complaint in violation of such policies will be investigated and resolved appropriately. Any employee who has questions or concerns about these policies should talk with Human Resources or the Principal. Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion in order to avoid allegations of harassment. The law and the policies of TCS prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and prerequisites of employment. The prohibitions against harassment, discrimination, abusive conduct, and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

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

Training Requirements

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

AT WILL EMPLOYMENT

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

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

OPEN COMMUNICATION POLICY

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

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

LACTATION ACCOMMODATION POLICY

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

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

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

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

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

PUBLIC RELATIONS

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

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

These are the building blocks for our continued success:

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

WHISTLEBLOWER POLICY

TCS is committed to maintaining a workplace where employees are free to raise good faith concerns regarding certain business practices, specifically: (1) reporting suspected violations of law, including but not limited to federal laws and regulations; (2) providing truthful information in connection with an inquiry or investigation by a court, agency, law enforcement, or other

governmental body; and (3) identifying potential violations of TCS policy, specifically the policies contained in TCS' Employee Handbook.

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

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

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

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

SECTION 5 – THE EMPLOYMENT PROCESS

EMPLOYEE STATUS AND CLASSIFICATIONS

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

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

Exempt

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

Non-Exempt

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

Certificated Employee

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

Classified Employee

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

WORK SCHEDULES

All employees will be assigned a work schedule suitable for their job assignment and will be expected to begin and end work according to the schedule. Please note that schedules may vary depending on a variety of factors including whether you work during the academic year or on an

annual basis. The Principal or your supervisor will assign your individual work schedule. In order to accommodate the needs of our business, it may be necessary to change individual work schedules on either a short- term or long-term basis. All employees are expected to be at their desks or workstations at the start of their scheduled shift, ready to work. If you need to modify your schedule, request the change with Human Resources or your supervisor. All schedule changes or modifications must be approved by the Principal.

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

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

WORKWEEK AND WORKDAY

TCS' workweek is from Sunday at 12:00 A.M. through the following Saturday at 11:59 P.M. TCS' standard workday is 12:00 A.M. to 11:59 P.M. (midnight) each day.

SPECIAL VIRTUAL CLASSROOM EMPLOYMENT CONDITIONS

Position Responsibilities:

1. Teachers may be assigned a "Virtual Class" or "Virtual Classes"

2. Teachers are provided, at TCS' expense, a computer capable of maintaining a high speed internet connection for their entire virtual class.

3. Teachers must be available each school day from 8:00 a.m. – 5:00 p.m. by internet and/or phone.

4. Teachers **may** be required to conduct a virtual classroom session **up to** two (2) hours per day for grades TK – 8 and **up to** three (3) hours per day for grades 9 – 12.

5. Teachers must have access to a phone for calling/responding to students/parents during the teacher's scheduled time within two (2) hours by phone or four (4) hours by internet.

6. Teachers will use the tracking and monitoring system integrated into the student's assigned course. Teachers will provide continual monitoring of the student's progress and their scheduled benchmarked progress status.

7. Teachers will be responsible for all virtual school required record keeping and reporting.

Training:

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

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

ATTENDANCE AND PUNCTUALITY

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

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

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

PROFESSIONAL DEVELOPMENT

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

When an employee attends a School sponsored professional development and/or training, the time spent in attendance shall be counted as time worked. All employees are required to sign-in and out for the purpose of record keeping. These records will serve as the official roster of attendance.

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

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

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

TIME RECORDS (NON-EXEMPT EMPLOYEES)

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

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

OVERTIME

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

OFF THE CLOCK WORK

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

MEAL AND REST PERIODS (NON-EXEMPT EMPLOYEES)

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

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

<u>Meal Periods</u>

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

hours or less. To waive a meal period, the employee must receive prior written approval from their supervisor and complete a "Meal Period Waiver" form.

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

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

Rest Periods

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

Hours Worked	**Number of Rest Periods**
3.5 hours to 6 hours	1, 10-minute rest period
Over 6 hours to 10 hours	2, 10-minute rest periods
Over 10 hours to 14 hours	3, 10-minute rest periods

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

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

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

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

PAYDAYS

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

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

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

PAYROLL WITHHOLDINGS

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

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

Every deduction from the employee's paycheck is explained on the check voucher/paystub. If the employee does not understand the deduction, then he or she should ask Human Resources to explain it. The employee may change the number of withholding allowances he or she wishes to claim for Federal and/or State Income Tax purposes before any pay period by filling out a new W4 form and submitting it to Human Resources.

SECTION 6 - CONDITIONS OF EMPLOYMENT

IMMIGRATION LAW COMPLIANCE

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

CREDENTIAL REQUIREMENTS

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

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

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

TUBERCULOSIS TEST

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

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

CRIMINAL BACKGROUND CHECK

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

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

CHILD ABUSE AND NEGLECT REPORTING ACT

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

"Any child care custodian, health practitioner, or employee of a child protective agency who has knowledge of or observes a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse shall report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone and shall prepare and send a written report thereof within 36 hours of receiving the information concerning the incident."

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

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

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

PERSONNEL FILES

An employee or former employee (or designee) has the right to inspect or receive a copy of his or her personnel records at reasonable times, at a reasonable place, and on reasonable advance notice to Human Resources. All requests should be put in writing preferably on the form maintained by TCS. If the request includes a request for copies the employee or former employee may be required to pay for the actual costs of copying. Employer will respond to such a request within 30 days of receipt of the written request.

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

CHANGES IN EMPLOYEE INFORMATION

An employee is responsible for notifying Human Resources about changes in the employee's personal information and changes affecting the employee's status (Ex. name changes, address or

telephone number changes, marriages or divorces, etc.). This notification by the employee must occur as close to the change as possible, but no later than 30 days following the change.

SECTION 7 – PERFORMANCE

PERFORMANCE EVALUATIONS

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

Teachers:

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

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

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

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

Classified Staff:

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

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

SECTION 8 – LEAVES

FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT[1]

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

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

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

1. The birth of an employee's child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement of the child;

2. The care of the employee's spouse, child, parent, or registered domestic partner with a "serious health condition";

3. The "serious health condition" of the employee;

4. The care of the employee's spouse, child, parent, or next of kin who is a member of the Armed Forces, including a member of the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or

5. Any qualifying exigency as defined by the applicable regulations arising out of the fact that the employee's spouse, child, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

A "serious health condition" is one that requires inpatient care in a hospital or other medical care facility or continuing treatment or supervision by a health care provider. You may take a leave under paragraph (2) above only if due to a serious health condition, your spouse, child, parent, or registered domestic partner requires your care or assistance as certified in writing by the family member's health care provider. If you are seeking a leave under paragraph (3) above, you must provide the School with a medical certification from your health care provider establishing eligibility for the leave, and you must provide the School with a release to return to work from the

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

health care provider before returning to work. You must provide the required medical certification to the School in a timely manner to avoid a delay or denial of leave. You may obtain the appropriate forms from Human Resources.

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

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

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

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

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

PREGNANCY DISABILITY LEAVE

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

should be promptly reported to Human Resources. Employees returning from pregnancy disability leave must submit a health care provider's verification of their fitness to return to work.

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

Eligible employees are normally granted unpaid leave for the period of disability, up to a maximum of four months (or 17 1/3 weeks or 693 hours) per pregnancy. Employees will be required to use any unused allotted sick time during any unpaid portion of pregnancy disability leave. Employees may also elect to use any available PTO during any unpaid portion of pregnancy disability leave. If an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program), the employee and the School may mutually agree to supplement such benefit payments with available PTO and/or sick leave.

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

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

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

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

MILITARY SPOUSE LEAVE

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

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

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

WORKERS' COMPENSATION LEAVE

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

BEREAVEMENT LEAVE

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

JURY DUTY LEAVE

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

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

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

TIME OFF TO VOTE

The School will allow any non-exempt employee who is a registered voter and does not have enough time outside of working hours to vote in a statewide election up to two (2) hours of work time without loss of pay to vote. The request must be made at least two (2) working days in advance. The time must be at the beginning or end of the employee's regular shift, whichever allows the most free time for voting and the least time off from work unless the School and the employee agree otherwise. The employee may be required to prove he or she is a registered voter.

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

SCHOOL ACTIVITIES LEAVE

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

The leave is subject to all of the following conditions:

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

SCHOOL APPEARANCE/SUSPENSION LEAVE

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

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

CRIME VICTIM LEAVE

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

- A victim of such a crime;

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

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

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

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

DOMESTIC VIOLENCE LEAVE/SEXUAL ASSAULT/STALKING LEAVE

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

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

Certification may be sufficiently provided by any of the following:

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

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

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

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

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

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

MILITARY LEAVE

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

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

ADULT LITERACY LEAVE

Pursuant to California law, the School will reasonably accommodate any eligible employee who seeks to enroll in an adult literacy education program, provided that the accommodation does not impose an undue hardship on the School. The School does not provide paid time off for participation in an adult literacy education. However, you may utilize available PTO if you want compensation for this time off. If you do not have any PTO available, you will be permitted to take the time off without pay.

ORGAN DONOR / BONE MARROW DONOR LEAVE

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

You must give as much notice as is practicable and must provide certification of the medical necessity of the procedure. You will be required to use up to ten (10) days of any available paid leave (sick and/or PTO) for organ donation and up to five (5) days of available paid leave (sick

and/or PTO) for bone marrow donation. This leave does not run concurrently with FMLA/CFRA. You must have been employed for at least a 90-day period immediately preceding the beginning of the leave, if otherwise eligible.

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

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

DRUG & ALCOHOL REHABILITATION LEAVE

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

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

VOLUNTEER CIVIL SERVICE LEAVE

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

CIVIL AIR PATROL LEAVE

TCS provides eligible employees who are volunteer members of the California Wing of the Civil Air Patrol and are called to emergency operational missions up to (10) days of unpaid leave per calendar year. Leave for a single emergency operational mission will generally be limited to three days unless an extension is granted by appropriate government entities and approved by the School.

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

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

SECTION 9 – BENEFITS

SCHOOL HOLIDAYS

The School observes 12 paid holidays during the year:

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

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

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

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

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

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

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

• Due to a previously scheduled and approved time off

PAID TIME OFF (PTO) – A-BASIS ONLY

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

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

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

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

The following terms also apply to PTO:

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

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

SICK LEAVE

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

Eligible Employees

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

Permitted Use

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

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

Allotment

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

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

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

- All other eligible employees:

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

Limits on Use

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

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

Notification

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

Termination

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

No Discrimination or Retaliation

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

PAID SICK LEAVE DONATION POLICY

Personal Hardship

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

Eligibility

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

Requests for Donations

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

Donations of Paid Leave

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

1. Donating employees must maintain a minimum of 24 hours of PSL after reducing their leave balance to effect the donation.
2. In any 12-month period, no employee may donate more than 40 hours.
3. Voluntary donations of PSL are final upon submission of a signed PSL Donation Form that satisfies the conditions established by this policy. The donating employee's PSL balance account shall thereupon be reduced by the hours donated.

4. Donated hours not used by the eligible employee during the hardship period shall remain in the eligible employee's PSL account balance.
5. The names of donating employees, hours donated, and the value of such donations shall be kept confidential to the extent possible.

Valuation of Donated PSL

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

INSURANCE BENEFITS

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

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

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

COBRA BENEFITS

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

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

Under COBRA, the employee or beneficiary pays the full cost of coverage at TCS group rates plus an administration fee. TCS or our carrier provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under

TCS' health insurance plan. The notice contains important information about the employee's rights and obligations.

SOCIAL SECURITY/MEDICARE

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

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

STATE DISABILITY INSURANCE (WAGE SUPPLEMENT)

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

PAID FAMILY LEAVE (WAGE SUPPLEMENT)

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

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

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

WORKER'S COMPENSATION INSURANCE

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

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

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

SECTION 10 – EMPLOYEE COMMUNICATIONS POLICY

COMMUNICATIONS POLICY

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

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

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

No Expectation of Privacy

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

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

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

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

Professional Use of Communication Systems Required

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

Offensive and Inappropriate Material

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

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

Solicitations

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

Licenses and Fees

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

Games and Entertainment Software

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

Confidential Information

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

Copyrights and Trademarks

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

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

Maintenance and Security of the System

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

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

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

Violations of this Policy

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

Amendment and Modification of this Policy

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

SOCIAL MEDIA POLICY

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

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

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

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

Personal or Professional Blogs

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

You may not share information that is confidential and proprietary with regard to TCS. This includes, but is not limited to, information about curriculum, School dynamics, School programs, future goals, or current challenges within the organization. These are given as examples only and do not cover the range of what TCS considers confidential and proprietary. If you have any

questions about whether information has been released publicly or doubts of any kind, speak with your Principal.

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

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

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

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

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

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

EQUIPMENT POLICY

TCS attempts to provide all staff members with the equipment and supplies needed to do their job. Providing equipment is a great expense to the School. It is expected that everyone will protect and care for all equipment and supplies issued to them. Staff members are responsible for the cost of lost, stolen, or broken items issued to them including: keys, textbooks, teacher guides, laptops, and any other equipment that may be assigned to them if the loss is due to willful misconduct or gross negligence.

Laptop Computers

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

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

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

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

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

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

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

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

CELL PHONE POLICY

Personal cell phone use is not permitted while you are working. Cell phones should be turned off and stored with your other personal belongings while you are working.

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

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

Telephone Calls and Texting

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

NO SOLICITATION/DISTRIBUTION POLICY

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

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

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

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

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

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

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

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

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

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

Definitions

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

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

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

Employee Responsibility

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

ANTI-NEPOTISM POLICY

Policy Statement

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

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

(a) Family Members of TCS board members, employees, individual consultants, or School Services Providers shall not be hired for or retained in an employment position if one Family Member would have the authority or be in a position to directly supervise, hire, or discharge the other.

(b) Any time a board member, employee, individual consultant, or School Services Provider is a Family Member of another, the relationship shall not result in an adverse impact on work productivity or performance. The determination of whether there is an adverse impact shall be in the discretion of the supervisor(s) of the employee(s), consultant(s), or School Services Provider(s), or in the case of a board member, in the discretion of the TCS board of directors.

(c) Any time a board member, employee, individual consultant, or School Services Provider is a Family Member of another, the relationship shall not create an actual conflict of interest under the law, and shall not create a detrimental perceived conflict of interest. The determination of whether there is a detrimental perceived conflict of interest shall be in the discretion of the supervisor(s) of the employee(s), consultant(s) or School Services Provider(s), or in the case of a board member, in the discretion of the TCS board of directors.

Definitions

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

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

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

Procedures

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

When a Family Member of a current TCS board member, employee, individual consultant, or School Services Provider applies for a transfer to a new employment position within TCS, the Family Member's application must be evaluated to determine whether a conflict under this policy exists. If a conflict exists, the application for transfer must either be denied or one of the Family Members must seek a position transfer to avoid the conflict, if any such opportunity exists. In the event that no such opportunity exists, the application for transfer must be denied.

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

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

Responsibilities

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

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

BUILDING SECURITY/SCHOOL KEYS

All employees who are issued keys to any building or office are responsible for their safekeeping.

You will be assigned all appropriate building keys needed to conduct your daily job responsibilities. You are responsible for all keys. Duplication of any School key is not allowed and strictly prohibited. It is against School policy to loan or distribute your assigned keys to another employee or non-employee of the School. If your school keys are lost, misplaced, destroyed, or stolen, you must report it immediately to the Principal.

The last employee, or a designated employee, who leaves the office and /or the school site at the end of the business day assumes the responsibility to ensure that all doors are securely locked, the alarm system is armed, thermostats are set on appropriate evening and/or weekend setting, and all appliances and lights are turned off with exception of the lights normally left on for security purposes. Employees are not allowed on school property before or after hours without prior authorization.

INTERNAL INVESTIGATIONS & SEARCHES

From time to time TCS may conduct internal investigations pertaining to security, auditing, or work-related matters. Employees are required to cooperate fully with and assist in these investigations if required to do so.

In TCS' discretion, employees' work areas (i.e. desks, file cabinets, lockers, etc.) may be subject to a search without notice. Employees are required to cooperate. Because even a routine search for TCS property might result in the discovery of an employee's personal possessions, all employees are encouraged to refrain from bringing into the workplace any item of personal property that they do not wish to reveal to TCS. TCS will generally try to obtain an employee's consent before conducting a search of work areas, but it may not always be able to do so. Employees have no expectation of privacy in their work areas.

VIOLENCE IN THE WORKPLACE

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

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

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

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

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

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

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

SECTION 11 – STANDARDS OF CONDUCT

PERSONAL STANDARDS

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

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

TEACHER-STUDENT INTERACTIONS

Boundaries Defined

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

Acceptable and Unacceptable Behavior

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

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

Unacceptable Behaviors

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

- Giving gifts to an individual student that are of a personal and intimate nature
- Kissing of ANY kind
- Any type of unnecessary physical contact with a student in a private situation
- Intentionally being alone with a student away from school
- Making, or participating in, sexually inappropriate comments
- Sexual jokes, or jokes/comments with sexual overtones or double-entendres
- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator
- Listening to or telling stories that are sexually oriented

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

Acceptable and Recommended Behaviors

- Obtaining parent's written consent for any school activity (exclusive of tutorials)
- Obtaining formal approval (site and parental) to take students off school property for activities such as field trips or competitions
- Emails, text-messages, phone conversations, and other communications to and with students, if permitted, must be professional and pertain to school activities or classes (communication should be initiated via school-based technology and equipment)
- Keeping the door open when alone with a student
- Keeping reasonable and appropriate space between you and the student
- Stopping and correcting students if they cross your own personal boundaries
- Keeping parents informed when a significant issue develops about a student
- Keeping after-class discussions with a student professional and brief
- Immediately asking for advice from senior-staff or administration if you find yourself in a difficult situation related to boundaries
- Involving your supervisor in discussion about boundaries that have the potential to become more severe (including but not limited to: grooming or other red flag behaviors observed in colleagues, written material that is disturbing, or a student's fixation on an adult)
- Making detailed notes about an incident that in your best judgment could evolve into a more serious situation later

- Recognizing the responsibility to stop unacceptable behavior of students and/or co-workers
- Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student after regular school hours
- Prioritizing professional behavior during all moments of student contact
- Asking yourself if any of your actions, which are contrary to these provisions, are worth sacrificing your job and career

Reporting

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

Investigating

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

Consequences

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

CUSTOMER & PUBLIC RELATIONS

The School's image in front of students, parents (i.e. our "customers") and the general public is critical to our success. All employees are expected to be prompt, polite, courteous and attentive to our customers and the public. It is possible an employee may come into contact with a dissatisfied or hostile individual based on the nature of the employee's work. If this happens, you should immediately notify your supervisor or the Principal. We will absolutely not tolerate conduct toward our customers or the general public that might be interpreted as unlawful discrimination or harassment. If you witness conduct in violation of this policy, you should immediately bring it to the attention of your supervisor or the Principal.

PROHIBITED CONDUCT

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

- Falsification of employment records, employment information, or other School records
- Recording the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any time card, either your own or another's
- Theft, deliberate or careless damage, or loss of any School property or the property of any employee or customer
- Provoking a fight or fighting during working hours or on School property
- Participating in horseplay or practical jokes on School time or on School premises where such conduct might be a safety risk or might be interpreted as offensive
- Carrying firearms or any other dangerous weapons on School premises at any time or while acting on behalf of the School
- Violation of the Substance and Alcohol policy
- Insubordination, including but not limited to, failure or refusal to obey the orders or instructions of a supervisor or member of administration, or the use of abusive or threatening or abusive language toward a supervisor or member of administration
- Unreported absence on scheduled workdays unless otherwise excused
- Excessive tardiness or absenteeism unless otherwise excused
- Unauthorized use of School equipment, time, materials, facilities, or the School name
- Sleeping or malingering on the job
- Failure to observe working schedules, including the required rest and meal periods
- Soliciting other employees for membership, funds, or other similar activity in connection with any outside organization during your working time or the working time of the employee(s) solicited
- Distributing unauthorized literature or any written or printed material during working time or in work areas ("Working time" does not include your meal and break periods.)
- Failure to timely notify your supervisor when you are unable to report to work
- Failure of an employee to obtain permission to leave work for any reason during normal working hours
- Abuse of sick leave
- Violation of the Communications Policy
- Failure to provide a physician's certificate when requested or required to do so
- Violating the School's Personal Standards or dress code

- Breaching confidentiality
- Making derogatory racial, ethnic, religious, or sexual remarks or gestures; any violation of the Harassment and/or Equal Employment Opportunity policy; or using profane or abusive language at any time on School premises or during working hours
- Violation of any safety, health, security, or School rule
- Negligence or other conduct leading to the endangerment of harm of a child or children
- Working overtime without authorization or refusing to work assigned overtime
- Unsatisfactory job performance
- Willfully or maliciously making false statements regarding any co-worker or submitting a complaint known to be false.

CONFIDENTIAL INFORMATION

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

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

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

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

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

CONFLICTS OF INTEREST

All employees must avoid situations that result in actual or even potential conflicts of interest. Personal, social, and economic relationships with competitors, suppliers, customers, parents, or

co-employees that may impair an employee's ability to exercise good judgment on behalf of the School or which give the appearance of such impairment create an actual or potential conflict of interest. For example, romantic or personal relationships between a supervisor and subordinate employee can lead to supervisory problems, claims of harassment, and morale problems.

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

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

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

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

Outside Employment

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

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

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

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

Policy Statement

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

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

1. It involves the use of TCS time, facilities, equipment, supplies, or the officer's or employee's position or influence with TCS, for private gain or advantage.
2. It involves receipt or acceptance by the officer of employee of any money or other consideration for the performance of an act that would otherwise be required within the scope of the officer or employee's duties with TCS.
3. It involves the performance of an act as part of the outside activity that involves services performed for TCS.
4. It affects the officer's or employee's work hours, interferes or conflicts with the officer's or employee's job duties, raise any ethical or conflict of interest concerns, or create any conditions that impact the officer's or employee's job performance.

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

Procedure

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

EXPENSE REIMBURSEMENT POLICY

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

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

Policy Statement

It is the policy of TCS that TCS shall not provide any funds or thing of value to any student or his or her parent or guardian that a school district could not legally provide to a similarly situated

student, or his or her parent or guardian. TCS does not and shall not provide, for example, "sign up bonuses" to parents or guardians or other incentives unrelated to education.

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

Procedures

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

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

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

SECTION 12 – SAFETY

SUBSTANCE AND ALCOHOL POLICY

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

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

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

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

Employees taking physician-prescribed medications, which impairs the employee's job performance, (including medical prescribed marijuana) should not report to work. In addition, if you are required to take any kind of prescription or nonprescription medication that will affect your ability to perform your job, you are required to report this to Human Resources. Human Resources will determine if it is necessary to temporarily place you on another assignment or take other action as appropriate to protect your safety and the safety of other employees and students. Employees taking physician-prescribed medication which will not impair their job performance may be required to present a statement from the prescribing physician to the employee's supervisor indicating the duration of the prescription and stating that the use of the prescription will not impair the employee's ability to perform his or her specific job duties. This policy does not require or

request the prescribing physician or the employee to identify any prescription drug or the medical condition for which it is prescribed. No employee shall use or have in his or her possession on the School premises any prescription medication other than medications currently prescribed by a physician for the employee.

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

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

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

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

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

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

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

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

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

SMOKING

All School buildings and facilities are non-smoking facilities. This includes nicotine and non-nicotine cigarettes including (herbal cigarettes) as well as e-cigarettes, vaping and/or pipes (both

tobacco and marijuana products). Smoking is prohibited within 20 feet of a school building and within 25 feet of a school playground or event location.

SECURITY

All employees are responsible for helping to maintain a secure workplace. Be aware of persons loitering for no apparent reason. All staff is expected to question any unknown person seen in the workplace who does not have a visitor's pass. If you are leaving late at night or are in any other situation that presents security concerns or where you do not feel comfortable, please seek the assistance of your Principal, other employees or call 911. Report any suspicious persons or activities to your Principal. Never attempt to force an individual to leave the workplace if s/he is uncooperative. Immediately contact your supervisor or school administrators for assistance or call 911. Secure your desk or work area at the end of the day or when called away from your work area for an extended length of time, and do not leave valuable and/or personal articles that may be accessible in or around your work area. Employees shall not use their cell phone or similar device to engage in any form of audio or video recording on school property without the prior written approval of the Principal and the written consent of the individual being recorded. Please report any problems with our security systems to your Principal.

PARKED VEHICLES

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

PERSONAL AUTOMOBILE

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

PERSONAL PROPERTY

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

SAFETY POLICY

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

attention of your supervisor or Principal immediately. Supervisors should arrange for the correction of any unsafe condition or concealed danger immediately and immediately contact the Principal regarding the problem.

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

TCS has in place a written Injury and Illness Prevention Program as required by law. Please contact Human Resources for further information.

ERGONOMICS

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

CHEMICAL EXPOSURE WARNING

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

SECTION 13 – TERMINATION

VOLUNTARY TERMINATION

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

INVOLUNTARY TERMINATION

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

EXIT INTERVIEWS

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

VERIFICATION AND REFERENCE POLICY

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

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

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

By my signature below, I acknowledge that I have received a copy of The Cottonwood School's ("TCS") Employee Handbook, on the date indicated below and agree to my at-will employment as described below. I acknowledge that it is my responsibility to read and review the Employee Handbook carefully. I also acknowledge that it is my responsibility to ask for clarification if I do not understand any of the policies included in the Employee Handbook.

I understand that the Employee Handbook contains important information regarding TCS' expectations, policies and guidelines and that I am expected to comply with these expectations, policies and guidelines at all times. I understand that the Employee Handbook does not provide a binding contract, but provides guidelines for personnel concerning some of TCS' policies.

In particular, I have read and understand TCS' Anti-Nepotism Policy, Policy Regarding Inconsistent, Incompatible or Conflicting Employment, Activity or Enterprise by School Personnel, Policy Confirming Restrictions on the Provision of Funds or Other Things of Value to Students, Parents or Guardians, and restrictions and procedures to avoid Conflicts of Interest.

Just as I am free to terminate the employment relationship with TCS at any time, TCS, in its sole discretion, also reserves the right to modify or terminate the employment relationship with me at any time for any or no reason and with or without notice. Further, there is no agreement, express or implied, written or verbal, between the employee and TCS for any specific period of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment. No one other than the Principal of TCS, with the approval of the Board of Directors, has the authority to alter your employment at-will status, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. Further, any such agreement must be in writing and must be signed by the Principal. This is the entire agreement between TCS and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded. If I have an individually negotiated written employment agreement with TCS, then the terms and conditions of that agreement will prevail to the extent it differs from the policies in this Handbook.

TCS reserves the right to modify, alter, add to or delete any of the policies, guidelines or benefits contained in this handbook at any time with or without notice.

Other than TCS Board of Directors, no other entity or person has the authority to modify this employee handbook.

Employee Name (print): _____

Employee Signature: _____

Date: _____

MEMORANDUM OF UNDERSTANDING
FOR PERSONNEL SERVICES

This Memorandum of Understanding for Personnel Services ("***MOU***") is entered into as of July 1, 2019 ("***Effective Date***") by and between the following California nonprofit public benefit corporations, which may each be referred to herein as a "***Party***" or collectively as the "***Parties***" to this MOU: **Blue Ridge Academy, Mission Vista Academy, Granite Mountain Charter School, Triumph Academy, Heartland Charter School , Clarksville Charter School, Feather River Charter School, Cabrillo Point Charter School, The Cottonwood School, Lake View Charter School, Winship Community School, Pacific Coast Academy, Yosemite Valley Charter School** and **Monarch River Academy**.

WHEREAS, Triumph Academy operates **Triumph Academy, Heartland Charter School** operates **Heartland Charter School, Clarksville Charter School** operates **Clarksville Charter School, Feather River Charter School** operates **Feather River Charter School, Cabrillo Point Charter School** operates **Cabrillo Point Charter School, The Cottonwood School** operates **The Cottonwood School, Lake View Charter School** operates **Lake View Charter School, Winship Community School** operates **Winship Community School, Yosemite Valley Charter School** operates **Yosemite Valley Charter School, Granite Mountain Charter School** operates **Granite Mountain Charter School, Blue Ridge Academy** operates **Blue Ridge Academy**, **Mission Vista Academy** operates **Mission Vista Academy**, **Monarch River Academy** operates **Monarch River Academy,** and **Granite Mountain Charter School** operates **Granite Mountain Charter School** (each a "***School***" or collectively the "***Schools***");

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

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

WHEREAS, Education Code § 51749.5(a)(3) authorizes nonclassroom-based charter schools, like the Schools, to enter into a memorandum of understanding for personnel services with other charter schools, school districts, or county offices of education whereby one charter school can lease its certificated teachers to provide instructional services to another charter school.

WHEREAS, the Schools' respective education programs are geared towards sharing instructional staff because they have similar curricula and allow staff to instruct and supervise students from remote locations.

WHEREAS, the Schools desire to use the flexibility afforded under Education Code § 51749.5(a)(3) to share instructional personnel because this will further the Schools' shared goal to successfully implement their education programs in an efficient and cost effective manner.

WHEREAS, it is the intent of the Parties to lease personnel amongst each other according to the terms and conditions set forth in this MOU.

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

1. Leased Employees. During the term of this MOU, the Parties may lease credentialed general education teachers a-nd other instructional support staff, such as special education staff, to perform the Services ("Services") set forth in Attachments A and B. The term "***Leased Employee***" shall refer to

any employee leased between the Parties pursuant to this MOU.

2. Lessor and Lessee Schools. The Parties acknowledge each School may both (i) employ an individual who will provide educational services to another School; and (ii) receive educational services from an individual employed by another School. The term "***Lessor School***" refers to a School leasing its employee(s) to another School pursuant to the terms of the MOU. The term "***Lessee School***" refers to a School receiving instructional services from another School's employee(s) pursuant to the terms of the MOU. Each Party may serve as a Lessor School and Lessee School under this MOU, and shall meet the obligations set forth in this MOU dependent on their role as a Lessor School and/or Lessee School.

a. ***Assignment of Leased Employees.*** Lessee School and Lessor School shall collaborate on determining which Leased Employees will be assigned to Lessee School. As Lessor School is the employer of its Leased Employees, Lessor School retains sole discretion in the assignment of Leased Employees. Lessee School is responsible for assigning its students to Leased Employees. Lessor School and Lessee School shall work together to appropriately memorialize Leased Employees under this MOU, including dates of service and numbers of students served.

3. Fees. The fees to be paid by Lessee School to Lessor School for the services provided by Leased Employees are calculated based on the specific services provided the staff:

a. ***Attachment A: Personnel Leasing Calculated by Number of Students Served.*** Lessor School shall lease credentialed teachers performing the functions described in Attachment A for a Lessee School. Lessee Schools shall be charged based on the number of students served by each Leased Employee. The amount charged per student is **$291.**

b. ***Attachment B: Personnel Leasing at a Flat Rate.*** Instructional support staff performing the functions described in Attachment B shall be charged at a hourly rate. The costs for leasing these employees do not fluctuate based on the numbers of students served. The cost-per-personnel is equal to: **Attachment B**.

4. Monthly Invoices. Lessor School will provide an invoice to a Lessee School for the fees set forth in Section 3 of this MOU on a monthly basis. Lessee School shall pay invoices within thirty (30) days of receipt. Lessee School shall be provided access to reasonable backup documentation for such costs upon request.

5. Lessor School Responsibilities:

a. Comply with all applicable federal and state statutes, laws and regulations.

b. Lessor School shall ensure Leased Employees who serve as supervising teachers retain the credentials necessary to comply with Education Code §§ 47605(l) and 51747.5(a) and the Lessee School's charter petition ("Charter Petition"). Lessor School shall also ensure Leased Employees have undergone a tuberculosis risk assessment and/or testing prior to commencing services to Lessee School to the extent required by the Charter Petition and applicable law.

c. Lessor School shall ensure that all Leased Employees providing Services to the Lessee School under this MOU receive required training, including, but not limited to initial and annual training on mandated child abuse or neglect reporting.

d. Lessor School shall ensure that (i) all Leased Employees providing Services under this MOU have been cleared for employment through the Department of Justice in compliance with the Charter Petition and applicable law; and (ii) no Leased Employee has been convicted of a serious or violent felony (as defined by Penal Code § 667.5 and § 1192.7)

e. Lessor School agrees that it is the sole and exclusive employer of Leased Employees performing Services at a Lessee School under this MOU. Lessor School shall supervise and make all employment decisions with respect to its employees in its sole discretion, including all hiring, evaluation, termination, compensation and benefits decisions. Lessor School will be responsible for the supervision of its employees, subject to input from the Lessee School.

f. Lessor School may terminate the assignment of a Leased Employee from a Lessee School in its sole discretion. Lessor School shall endeavor to provide as much notice as practicable to the Lessee School before terminating the assignment of a Leased Employee.

6. Lessee School Responsibilities:

a. Comply with all applicable federal and state statutes, laws and regulations, including laws applicable to charter schools offering independent study.

b. Lessee School is responsible for ensuring the education program and curriculum complies with the Charter Petition. Lessee School shall provide technical assistance and other support to Leased Employees to help ensure the Services align with the Charter Petition.

c. Lessee School shall have the right to supervise Leased Employees' activities while they are on assignment to Lessee School to ensure they are meeting their performance obligations. In addition to any obligations set forth by Lessor School as their employer, while performing Services to support Lessee School, Leased Employees shall abide by and be subject to applicable policies and procedures adopted by Lessee School.

d. With Lessor School's permission, Lessee School may participate with Lessor School in the hiring, evaluation, compensation, and discipline decisions concerning Leased Employees. Lessee School may unilaterally, upon providing written notice to Lessor School, remove a Leased Employee assigned to Lessee School. Upon providing such notice, Lessee School may collaborate with Lessor School (or another School) to assign a different Leased Employee to support the Lessee School as necessary.

e. Lessee School shall make available to Lessor School, in a timely manner, all data, files, documentation, or other information necessary or appropriate for the performance of the Services. Lessee School will be responsible for, and Lessor School shall be entitled to rely upon, the content, accuracy, completeness, and consistency of all such data, materials, and information.

f. Provide to Lessor School, in writing, copies of any school-specific rules and or regulations applicable to Lessor School while providing services to Lessee School.

g. Lessee School shall provide a safe working area for Leased Employees when necessary for Leased Employees to be on a Lessee School location.

h. Provide feedback to Lessor School regarding Leased Employees' performance.

7. Relationship Between Lessor and Lessee Schools.

a. Leased Employees are, and shall remain, the employees of the Lessor School, and shall be subject to the ultimate direction and control of Lessor School and its governing board, officers, and other representatives. The termination of this MOU shall not terminate the employment relationship of any Leased Employee with Lessor School. Nothing in this MOU shall confer upon any Party any rights or remedies, including any right to employment, as an employee of any other Party.

b. Lessor School shall have full and sole legal control over and responsibility for payment of all compensation and benefits to Leased Employees, including retirement benefit system contributions (e.g., STRS, as applicable), as well as the full and sole responsibility for ensuring compliance with any and all applicable state and federal income tax withholding, state and federal unemployment and disability insurance withholding and contributions, wage and hour obligations, social security tax withholding and contributions, and other applicable employment law requirements. Assuming Lessor School participates in CalSTRS, the Parties acknowledge Leased Employees are employees of the Lessor School for CalSTRS purposes.

c. Lessor School shall each be responsible for its compliance with workers' compensation coverage obligations, wage and hour obligations, and any other applicable federal or state employment laws. Pursuant to Labor Code section 3602, Lessor School agrees to retain workers' compensation coverage for all Leased Employees for the duration of their support to as Lessee School. Lessor School shall ensure the Leased Employees have proper and necessary insurance coverage when working for Lessee School and shall provide evidence of such coverage to the Lessee School upon request.

8. Term and Termination. The term of this MOU commences on July 1, 2019 and continues through June 30, 2020, and shall then automatically renew for consecutive one (1) year terms, unless and until earlier terminated as set forth in subsection (a) herein and subject to any amendments pursuant to Section 9 herein.

a. ***Termination Without Cause.*** Any Party may terminate its participation in this MOU for any reason upon sixty (60) days' written notice to all Parties. Termination of participation by any Party(ies) shall not terminate the MOU as to any other Party, nor relieve the terminating Party(ies) of any obligations incurred prior to the effective date of such termination. Following termination of a Party's participation in the MOU, (i) the terminating Party shall pay Lessor School(s) any unpaid portion of fees owed through the effective date of termination; and (ii) the other Party(ies) shall pay the terminating Party (if it served as a Lessor School) for Services provided before the effective termination.

9. Amendments. This MOU may be amended as follows:

a. ***Changes in the Law.*** In the event that any new enactment, repeal, or change of any federal, state, or local law, regulation, interpretation of law or regulation by an authorizer or regulator, or court or administrative decision or order materially affects the performance of any of the Parties in conformity with this MOU, the Parties shall promptly commence negotiations in good faith regarding a mutually agreeable approach (including without limitation, an amendment to the MOU) to address the changes. If, despite such good faith negotiations, the Parties are unable to agree upon an acceptable approach, the MOU shall terminate for all Parties without further obligation or liability among the Parties, upon any Party's sixty (60) days' written notice to the other Parties, or in such lesser time as is reasonable under the circumstances. If termination occurs for reasons set forth in this subsection, Parties are responsible for paying fees as set forth in Section 8(a).

a. ***Mutual Agreement.*** The Parties may amend this MOU with mutual written consent of all Parties.

10. Work Product; Intellectual Property. Any work product that is created by Lessor School, including by any Leased Employee, in the context of providing Services shall be the property of that Lessor School. Any intellectual property owned by a Lessee School and used by a Lessor School related to the Services shall remain the property of that Lessee School. Similarly, any intellectual property owned or created by a Lessor School, including by any of the Leased Employees, that is utilized as part of providing the Services shall remain the property of Lessor School. No Party shall have the right to grant a license, sublicense, or any other use or rights to the property of another Party. Upon termination or expiration of this MOU, the property of each Party in the possession of any other Party shall be returned and/or destroyed.

11. Confidentiality. Each Party acknowledges that during the term of this MOU, it may have access to certain Confidential Information of the other Party(ies), as defined below. Each Party shall maintain and enforce reasonable administrative, technical, and physical safeguards to reasonably protect the confidentiality of the other Parties' Confidential Information.

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

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

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

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

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

b. Lessor School shall not use or disclose pupil records, including PII, received from or on behalf of another School except as necessary with respect to the performance of the Services, as

required by law, or as otherwise authorized in writing by the applicable Lessee School. Lessor School shall protect the student education records it receives from or on behalf of another School no less rigorously than it protects its own student education records. In the event of an unauthorized disclosure of PII, Lessor School shall notify the affected Lessee School(s) as soon as practicable, and shall, upon the affected Lessee School(s)'s request, notify affected parents, legal guardians and eligible pupils using reasonably available technological means such as electronic mail.

13. Insurance. Each Party shall maintain customary and reasonable insurance coverage necessary for performance of the Services, including professional liability for errors or omissions and/or directors and officers coverages, comprehensive general liability coverage, and automobile liability coverage. Each Party shall be responsible for obtaining and maintaining workers' compensation coverage and unemployment insurance for its employees.

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

15. Indemnification. Each Party shall defend, indemnify, and hold the other Parties, and their employees, officers, directors, and agents, free and harmless against any liability, loss, claims, demands, damages, expenses, and costs (including attorneys' fees, expert witness fees, and other costs of litigation or other proceedings) of every kind or nature arising in any manner out of the performance of its obligations under this MOU, except for such loss or damage caused solely by the negligence or willful misconduct of another Party. Each Leased Employee shall be under the immediate supervision and control of the Lessee School when providing Services for that Lessee School. Therefore, the Lessee School shall defend, indemnify, and hold the other Parties, and their employees, officers, directors, and agents, free and harmless against any liability, loss, claims, demands, damages, expenses, and costs (including attorneys' fees, expert witness fees, and other costs of litigation or other proceedings) of every kind or nature arising in any manner out of the performance of a Leased Employee providing Services to a Lessee School, except for such loss or damage caused solely by the negligence or willful misconduct of another Party.

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

17. Dispute Resolution. The Parties shall attempt to negotiate in good faith to resolve any dispute arising from or relating to this MOU before resorting to litigation.

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

See Attachment C

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

20. Entire Agreement. This MOU constitutes the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all agreements, representations and understandings of the Parties with respect to such subject matter made or entered into prior to the date of this MOU.

21. No Waiver. No waiver of any provision of this MOU shall constitute, or be deemed to constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

22. Severability. If any provision of this MOU is invalid or contravenes California law, such provision shall be deemed not to be a part of this MOU and shall not affect the validity or enforceability of its remaining provisions, unless such invalidity or unenforceability would defeat an essential purpose of this MOU.

23. Governing Law. This MOU shall be governed by and interpreted under California law.

24. Authority to Contract. Each Party warrants to the others that it has the authority to enter into this MOU, that it is a binding and enforceable obligation of said Party, and that the undersigned has been duly authorized to execute this MOU.

25. Counterparts. This MOU may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed, .pdf, or other electronic copy of the fully executed original version of this MOU shall have the same legal effect as an executed original for all purposes.

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

Blue Ridge Academy, a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____
Date: October ____, 2019

Lake View Charter School, a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____
Date: October ____, 2019

Winship Community School, a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____
Date: October ____, 2019

Pacific Coast Academy, a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____
Date: October ____, 2019

Monarch River Academy, a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____
Date: October ____, 2019

Mission Vista Academy, a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____
Date: October ____, 2019

Heartland Charter School, a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____
Date: October ____, 2019

Clarksville Charter School, a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____
Date: October ____, 2019

Cabrillo Point Academy (South), a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____
Date: October ____, 2019

Granite Mountain Charter School, a California lic nonprofit public benefit corporation

By: _____
Name: _____
Its: _____
Date: October ____, 2019

Triumph Academy, a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____
Date: October ____, 2019

Yosemite Valley Charter School (Central) a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____
Date: October ____, 2019

Feather River Charter School (North), a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____
Date: October ____, 2019

The Cottonwood School, a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____
Date: October ____, 2019

ATTACHMENT A
DESCRIPTION OF LEASED EMPLOYEE SERVICES

Position	Teacher
Description of Services	Teachers plan and provide appropriate learning experiences for students at the Lessee School. Duties and responsibilities include, but are not limited, to: • Maintaining appropriate teaching credentials. • Providing direct and indirect instruction to Lessee School students. • Ensure that prior to commencing instruction to Lessee School students, such students have an independent study agreement that is complete as to all of its terms, signed by necessary parties and dated. • Long and short-term planning addressing individual needs of students. • Evaluating students' progress. • Support in accessing and obtaining necessary educational items and services. • Teaching an individualized approach per the Charter Petition. • Providing an inviting, exciting, and innovative learning environment to Students. • Preparing written reports (e.g., work product review) accurately and submitting reports in a timely manner. • Serving as advisors to students.

	Salary	Payroll Taxes	STRS	403B	Worker's Comp	Medical	Total	Student Count	Cost per Student	Monthly Student Cost
Teachers	$ 60,000	$ 7,050	$ 6,197	$ 1,200	$ 900	$ 6,000	$ 81,347	28	$ 2,905.24	$ 290.52

ATTACHMENT B
LIST OF LEASED EMPLOYEE SERVICES

	Salary	Payroll Taxes	STRS	403B	Worker's Comp	Medical	Total	Hourly Rate Charged
504 Coordinators	$ 75,000	$ 8,813	$ 7,746	$ 1,500	$ 1,125	$ 7,500	$ 101,684	
Student Support Coordinator SST	$ 75,000	$ 8,813	$ 7,746	$ 1,500	$ 1,125	$ 7,500	$ 101,684	$ 82.67
Intervention Coordinator/Math	$ 75,000	$ 8,813	$ 7,746	$ 1,500	$ 1,125	$ 7,500	$ 101,684	$ 82.67
Intervention Coordinator/Reading	$ 75,000	$ 8,813	$ 7,746	$ 1,500	$ 1,125	$ 7,500	$ 101,684	$ 82.67
Online Intervention Coordinator	$ 75,000	$ 8,813	$ 7,746	$ 1,500	$ 1,125	$ 7,500	$ 101,684	$ 82.67
Speech Team	$ 75,000	$ 8,813	$ 7,746	$ 1,500	$ 1,125	$ 7,500	$ 101,684	$ 82.67
Program Specialists	$ 75,000	$ 8,813	$ 7,746	$ 1,500	$ 1,125	$ 7,500	$ 101,684	$ 82.67
Support School Nurse	$ 75,000	$ 8,813	$ 7,746	$ 1,500	$ 1,125	$ 7,500	$ 101,684	$ 82.67
Program Specialist	$ 75,000	$ 8,813	$ 7,746	$ 1,500	$ 1,125	$ 7,500	$ 101,684	$ 82.67
Mental Health Psychologist	$ 75,000	$ 8,813	$ 7,746	$ 1,500	$ 1,125	$ 7,500	$ 101,684	$ 82.67
MH/Assessment Team School Psych	$ 75,000	$ 8,813	$ 7,746	$ 1,500	$ 1,125	$ 7,500	$ 101,684	$ 82.67
School Psychologist	$ 85,000	$ 9,988	$ 8,779	$ 1,700	$ 1,275	$ 8,500	$ 115,241	$ 93.69
Speech-Language Pathologist	$ 75,000	$ 8,813	$ 7,746	$ 1,500	$ 1,125	$ 7,500	$ 101,684	$ 82.67
Occupational Therapist	$ 78,000	$ 9,165	$ 8,056	$ 1,560	$ 1,170	$ 7,800	$ 105,751	$ 85.98
School Nurse	$ 75,000	$ 8,813	$ 7,746	$ 1,500	$ 1,125	$ 7,500	$ 101,684	$ 82.67
Senior Director of Special Education	$ 195,000	$ 22,913	$ 20,140	$ 3,900	$ 2,925	$ 19,500	$ 264,377	$ 127.10
Regional Director of Special Education	$ 135,000	$ 15,863	$ 13,943	$ 2,700	$ 2,025	$ 13,500	$ 183,030	$ 88.00
Director of Special Education Assessment, A	$ 140,000	$ 16,450	$ 14,459	$ 2,800	$ 2,100	$ 14,000	$ 189,809	$ 91.25
Assistant Director of Special Education	$ 110,000	$ 12,925	$ 11,361	$ 2,200	$ 1,650	$ 11,000	$ 149,136	$ 71.70
Education Specialist/Case Manager	$ 64,800	$ 7,614	$ 6,693	$ 1,296	$ 972	$ 6,480	$ 87,855	$ 71.43
Speech Pathologist	$ 82,000	$ 9,635	$ 8,469	$ 1,640	$ 1,230	$ 8,200	$ 111,174	$ 90.39
Paraprofessional	$ 42,400	$ 4,982	$ 4,379	$ 848	$ 636	$ 4,240	$ 57,485	$ 33.16
Assitive Technology Coordinator	$ 47,000	$ 5,523	$ 4,854	$ 940	$ 705	$ 4,700	$ 63,722	$ 36.76
Regional Student Records Coordinator	$ 35,000	$ 4,113	$ 3,615	$ 700	$ 525	$ 3,500	$ 47,452	$ 22.81
Lead SpEd Student Records Coordinator	$ 56,000	$ 6,580	$ 5,784	$ 1,120	$ 840	$ 5,600	$ 75,924	$ 36.50
Lead Services Coordinator	$ 47,000	$ 5,523	$ 4,854	$ 940	$ 705	$ 4,700	$ 63,722	$ 30.64
Regional SEIS Coordinator	$ 50,000	$ 5,875	$ 5,164	$ 1,000	$ 750	$ 5,000	$ 67,789	$ 32.59
Regional Services Coordinator	$ 36,500	$ 4,289	$ 3,770	$ 730	$ 548	$ 3,650	$ 49,486	$ 23.79
Administrative Support Specialist	$ 36,500	$ 4,289	$ 3,770	$ 730	$ 548	$ 3,650	$ 49,486	$ 23.79
Lead Assessment Coordinator	$ 63,250	$ 7,432	$ 6,532	$ 1,265	$ 949	$ 6,325	$ 85,753	$ 41.23
Assessment Team Coordinator	$ 59,750	$ 7,021	$ 6,171	$ 1,195	$ 896	$ 5,975	$ 81,008	$ 38.95
Reagional Assessment Team Coordinator	$ 40,600	$ 4,771	$ 4,193	$ 812	$ 609	$ 4,060	$ 55,045	$ 26.46
Transition Job Coach	$ 38,500	$ 4,524	$ 3,976	$ 770	$ 578	$ 3,850	$ 52,198	$ 30.11
HQT's	$ 60,000	$ 7,050	$ 6,197	$ 1,200	$ 900	$ 6,000	$ 81,347	$ 46.93
Assessment Intake Specialist	$ 40,300	$ 4,735	$ 4,162	$ 806	$ 605	$ 4,030	$ 54,638	$ 26.27

ATTACHMENT C
ADDRESSES OF NOTICE

Party #1	Blue Ridge Academy (Kern) 955 Stanislaus St., Maricopa, CA 93252-9779
Party #2	Granite Mountain Charter School 8560 Aliento Rd., Lucerne Valley, CA 92356-8133
Party #3	Triumph Academy 8560 Aliento Rd., Lucerne Valley, CA 92356-8133
Party #4	Heartland Charter School 955 Stanislaus St., Maricopa, CA 93252-9779
Party #5	Clarksville Charter School 5049 Robert J. Mathews Pkwy, El Dorado Hills, CA 95762-5752
Party #6	Feather River Charter School (North) 17451 Pepper St, Robbins, CA 95676
Party #7	Cabrillo Point Academy (South) 4612 Dehesa Rd., El Cajon, CA 92019-2922
Party #8	The Cottonwood School 7006 Rossmore Lane, El Dorado Hills, CA 95762
Party #9	Lake View Charter School 4672 County Road North, Orland, CA 95963-8103
Party #10	Winship Community School 4305 South Meridian Rd., Meridian, CA 95957-9647
Party #11	Pacific Coast Academy 4612 Dehesa Rd., El Cajon, CA 92019-2922
Party #12	Yosemite Valley Charter School (Central) 1781 East Fir Ave., Ste. #101, Fresno, CA 93720-3840
Party #13	Monarch River Academy 2293 East Crabtree Ave., Porterville, CA 93257-5225
Party #14	Mission Vista Academy 1440 Beaumont Avenue, Suite A2 #412, Beaumont, CA 92223

Residency Policy

California law requires that certain residency requirements are established in order for a student to be enrolled in an independent study charter school for which average daily attendance may be claimed. California law requires that a student be a California resident and requires that the student is a resident of the county in which the apportionment claim is reported or of a county immediately adjacent to the county in which the apportionment claim is reported. [EC §§ 47612(b), 5147.3]

The purpose of the Cottonwood School Governing Board approving this Residency Policy is to accomplish the following:

1. Define Residency
2. Outline Residency for a Student on an Extended Vacation
3. Establish the Location Materials Will Be Mailed To
4. Outline the Procedures When a Student's Residency is in Question
5. Outline the Parent/Guardian/Education Rights Holder's Right Regarding Determination of Nonresidency
6. Outline the Procedures for Children of Military Families
7. Outline the Procedures for Homeless Youth

1. **Definition of Residency:** A student has residency in the state and county of the residence of the parent/guardian with whom that student maintains his or her place of abode. Residence denotes any factual place of abode of some permanency that is more than a mere temporary sojourn. Owning a home in California or in a particular county does not qualify a student to attend The Cottonwood School, unless it can be shown that the student is also living in the home at least three days per week during the school year.

2. **Residency for a Student on an Extended Vacation:** A student on an extended vacation lasting longer than four weeks, but less than six months, will not be deemed to have lost California residency.

3. **The Location Material Will Be Mailed To:** All materials will be mailed to, and any in person services will be held at, the address identified in the student's records in his/her proof of residence documentation, unless an alternative location is agreed upon by the teacher of record.

4. **Student's Residency is in Question**: If there is reason to believe that a student's residency is in question, The Cottonwood School may investigate in order to determine authenticity of the home address. When it is determined that a student lives outside of California and/or an authorized county, The Cottonwood School will provide written notice of the determination of nonresidency within five days of The Cottonwood School's intention to

disenroll the student.

5. **Parent/Guardian/Education Rights Holder's Right Regarding Determination of nonresidency:** The notice shall contain an explanation of the parent/guardian/education rights holder's right to request 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 to dispute the finding of nonresidency. If the parent/guardian/educational rights holder does not request a hearing within five days of receipt of the notice, the right to a hearing is waived and the student will be immediately disenrolled. If the student's parent, guardian or educational rights holder initiates the hearing, the student shall remain enrolled and shall not be disenrolled until The Cottonwood School issues a final decision.

6. **Children of Military Families:** The Cottonwood School will serve children of military families, as defined by Education Code section 49701, as follows:

    1) Allow the student to continue his or her education in The Cottonwood School, regardless of change of residence of the military family during that school year, for the duration of the student's status as a child of a military family; or
    2) For a student whose status changes due to the end of military service of his or her parent during a school year, comply with either of the following, as applicable:

        a. If the student is enrolled in kindergarten or any of grades 1 to 8, inclusive, allow the student to continue his or her education in The Cottonwood School through the duration of that academic school year;

        b. If the child is enrolled in high school, allow the student to continue his or her education in The Cottonwood School through graduation.

    For purposes of providing special education services, The Cottonwood School will continue to provide special education services for children of military families as required by law.

7. **Homeless Youth:** The Cottonwood School will be considered to be a pupil's school of origin for a homeless youth when the child attended The Cottonwood School when permanently housed or was last enrolled in The Cottonwood School before becoming homeless. The Cottonwood School will serve homeless youth, as defined below, whose residency has changed as follows:

    1. Allow the student to continue his or her education in The Cottonwood School for the duration of homelessness.
    2. If the pupil is no longer homeless before the end of the academic year, either of the following apply:

a. If the homeless youth is in high school, the The Cottonwood School shall allow the formerly homeless child to continue his or her education in the The Cottonwood School through graduation.

b. If the homeless youth is in kindergarten or any of grades 1 to 8, inclusive, the The Cottonwood School shall allow the formerly homeless youth to continue his or her education in The Cottonwood School through the duration of the academic year.

The term "homeless youth" or "homeless pupil" shall mean individuals who lack a fixed, regular, and adequate nighttime residence (within the meaning of 42 USC section 11302(a)(1)); and includes—

1. children and youths who 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;

2. children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings (within the meaning of section 42 USC section 11302(a)(2)(C));

3. children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and

4. migratory children (as such term is defined in 20 USC section 6399) who qualify as homeless for the purposes of this part because the children are living in circumstances described in clauses (i) through (iii).

9th Grade Math Placement Policy

The Cottonwood School recognizes the importance of each student's achievement in all subject areas, including mathematics as critical for college and career readiness. This policy is in place to adopt a fair, objective, and transparent mathematics placement policy and protocol for pupils entering Grade 9, and for all learners in all subgroups taking multiple objective academic measures of pupil performance into consideration.

The purpose of the The Cottonwood School Governing Board approving this 9th Grade Math Placement Policy is to accomplish the following:

1. Outline a Mathematics Placement Protocol
2. Establish Procedures for Timely Recourse
3. Establish Procedures for Annual Review of Data
4. Establish a Limitation on the Use of Subjective Placement Measures
5. Outline Assessment Protocol
6. Establish Policy Availability
7. Outline Compliance with the Education Code

1. **Mathematics Placement Protocol:** Therefore, in accordance with the California Mathematics Placement Act of 2015, this Governing Board directs staff to create, implement, and monitor a mathematics placement protocol for pupils entering grade nine. This policy must include the following objective elements when considering student placement:

   - Multiple objective academic measures of pupil performance;
   - Interim and summative assessments that are aligned to state-adopted content standards in mathematics;
   - At least one placement checkpoint within the first month of the school year to ensure accurate placement and permit reevaluation of individual student progress
   - Annual examination of pupil placement data;
   - Clear and timely recourse for questions regarding pupil placement;
   - Regular evaluation of students' progress.

2. **Procedures for Timely Recourse:** The School Director shall implement a procedure, including clear and timely recourse, whereby each pupil and his or her parent or legal guardian may question their placement in a mathematics class.

3. **Annual Review of Mathematics Placement Data:** School staff shall annually review aggregate school wide data on math placement and compare placements school wide with placements of students in various racial/ethnic, gender, and socioeconomic (e.g., free/reduced meal-eligible) subgroups to ensure that pupils who are qualified to progress in mathematics courses are not held back in a disproportionate manner. The staff shall report on the aggregate results of this review to the Board.

4. **Limitation on Use of Subjective Placement Measures:** Subjective measures, such as placement recommendations, may not be considered in determining 9th grade mathematics placement. However, recognizing that facilitators and counselors are often aware of students' talents and abilities that are not reflected in objective data, an exception to this prohibition may be made to advance a student to a higher mathematics class than objective data indicates.

5. **Assessment Protocols:** Assessment protocol shall be reported to the Board on an annual basis and before any changes in assessment protocol or assessment software are implemented.

6. **Policy Availability:** This policy will appear on the school's website and be included in the student/family handbook.

7. **Compliance with the Education Code:** This policy in in compliance with California Education Code *51224.7*
   https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160SB359

Title IX Policy

Title IX is a federal law that was passed in 1972 to ensure that male and female students and employees in educational settings are treated equally and fairly. It protects against discrimination based on sex (including sexual harassment). In addition, Title IX protects transgender students and students who do not conform to sex stereotypes. State law also prohibits discrimination based on gender (sex), gender expression, gender identity, and sexual orientation.

The purpose of the The Cottonwood School Governing Board approving this Title IX Policy is to accomplish the following:

1. Establish a Title IX Coordinator
2. Outline Student and Employee Title IX Rights
3. Establish the Procedures for Filing a Complaint
4. Provide Resources for Additional Information
5. Establish the Notice of Nondiscrimination

1. **Title IX Coordinator**: The Charter School will provide a Title IX Coordinator.
   Title IX Coordinator - Julie Haycock
   Email - JulieH@Inspireschools.org
   Phone Number – (916) 660-2924

2. **Student and Employee Title IX Rights:** Under California Education Code section 221.8:
   a. You have the right to fair and equitable treatment and you shall not be discriminated against based on your sex
   b. You have the right to be provided with an equitable opportunity to participate in all academic extracurricular activities
   c. You have the right to receive equitable treatment and benefits in the provision of all of the following:
      i. Equipment and supplies
      ii. Transportation and daily allowances
      iii. Access to tutoring
      iv. Coaching
      v. Medical and training facilities and services
      vi. Publicity
   d. You have the right to have access to a gender equity coordinator to answer questions regarding gender equity laws.

e. You have the right to contact the State Department of Education and the California Interscholastic Federation to access information on gender equity laws.
f. You have the right to file a confidential discrimination complaint with the United States Office of Civil Rights or the State Department of Education if you believe you have been discriminated against or if you believe you have received unequal treatment on the basis of your sex.
g. You have the right to pursue civil remedies if you have been discriminated against.
h. You have the right to be protected against retaliation if you file a discrimination complaint.

3. **Filing a Complaint:** If you feel you were discriminated against in violation of Title IX, please contact the Title IX Coordinator. It is the coordinator's primary responsibility to ensure the Charter School complies with the requirements of Title IX.

   You may also file a complaint of discrimination with the US Department of Education Office for Civil Rights ("OCR").

   How do I file a complaint of discrimination with the US Department of Education Office for Civil Rights ("OCR")?
   You may contact an OCR enforcement office to obtain a complaint form or you may file a discrimination complaint by using the on-line complaint form.

   What do I need to include in my complaint?
   You should let us know which school, college or other institution you are complaining about, the person(s) who has been discriminated against, when the discrimination occurred, and you should sign and date the letter and let us know how we can reach you by phone and letter so that we can contact you. If filing on-line, you will still need to provide an original signature by mail, which may be done by printing and mailing a "Consent Form" linked from the bottom of the on-line complaint form.

   How soon after the discrimination do I need to file?
   You need to file your complaint within 180 calendar days after the discrimination. There are certain limited circumstances that allow our agency to grant a waiver. If you need more information about your situation, contact the OCR enforcement office responsible for the state in which the institution is located.

   How promptly will OCR respond to my complaint?
   OCR will promptly acknowledge receiving your complaint and will contact you by letter or telephone to let you know whether we will proceed further with your complaint.

   What is OCR's role during the complaint process?

OCR's role is to be a neutral fact-finder and to promptly resolve complaints. OCR has a variety of options for resolving complaints, including facilitated resolutions and investigations. OCR does not act as an advocate for either party during the process.

What if I am already pursuing my complaint within the school district or college or with another agency?

OCR does not handle cases that are being addressed by another agency or within a school's or college's formal grievance procedure if OCR anticipates that the agency you filed with will provide you with a resolution process comparable to OCR's. Once the other complaint process is completed, you have 60 days to refile your complaint with OCR. OCR's first step will be to determine whether to defer to the result reached in the other process.

Do I have to file an OCR complaint before I can file a claim in court?

The regulations under Title VI, Title IX, Section 504 and Title II do not require you to file with OCR prior to filing a claim under these laws in Federal court. The regulations under the Age Discrimination Act, however, allow you to file a claim in Federal court under that law only after: 1) 180 days have elapsed since you filed the complaint with OCR and OCR has made no finding, or 2) OCR issues a finding in favor of the recipient. If this occurs, OCR will promptly notify you and remind you of your right to file in court. If you are considering filing in court, bear in mind that OCR does not represent complaining parties or provide advice regarding court filings. You would need to use the services of your own attorney. Also, if you proceed with your claim in a court, OCR will not continue to pursue your OCR complaint.

4. **Resources for Additional Information:**
   - **a.** US Department of Education Office for Civil Rights complaint form: https://www2.ed.gov/about/offices/list/ocr/complaintintro.html
   - **b.** The OCR office for California is located at:

     San Francisco Office
     Office for Civil Rights
     U.S. Department of Education
     50 United Nations Plaza
     Mail Box 1200, Room 1545
     San Francisco, CA 94102
     Telephone: 415-486-5555
     FAX: 415-486-5570; TDD: 800-877-8339
     Email: ocr.sanfrancisco@ed.gov
   - **c.** California Department of Education, Equal Opportunity & Access: https://www.cde.ca.gov/re/di/eo/index.asp

d. U.S. Department of Education, Office for Civil Rights, *Title IX Resource Guide* (Apr. 2015). https://www2.ed.gov/about/offices/list/ocr/docs/dcl-title-ix-coordinators-guide-201504.pdf

5. **Notice of Nondiscrimination:** The Charter School District fully complies with Title IX. The Charter School District does not discriminate on the basis of sex in the education programs or activities it operates. The Charter School District does not discriminate on the basis of sex in admission to or employment in its education programs or activities. Inquiries concerning the application of Title IX and its implementing regulations may be referred to the Title IX coordinator or to the OCR.

Extended School Year Dates

June 22 - July 17 with no school on July 3rd.

Independent Study Policy

The Cottonwood School may offer independent study to meet the educational needs of pupils enrolled in the charter school. Independent study is an alternative education designed to teach knowledge and skills of the core curriculum. The Charter School shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully.

The purpose of the The Cottonwood School Governing Board approving this Independent Study Policy is to accomplish the following:

1. Establish the Time in Which an Assignment Must Be Completed
2. Establish the Procedure for Placement Determination
3. Outline What Must Be Included in a Current Written Agreement
4. Outline How Average Daily Attendance Will Be Calculated
5. Establish Compliance with the Education Code
6. Establish the Implementation of the Independent Study Policy

1. **Time in Which an Assignment Must Be Completed:** For pupils in all grade levels offered by the School, the maximum length of time that may elapse between the time an assignment is made the date by which the pupil must complete the assigned work shall be twenty (20) school days.

2. **Placement Determination:** A pupil may miss two (2) assignments during any period of twenty (20) school days before an evaluation is conducted to determine whether it is in the best interest of the pupil to remain in independent study. Therefore, whether any pupil fails to complete two (2) assignments during any period of twenty (20) school days, the Director of Academic Program or his or her designee shall conduct an evaluation to determine whether it is in the best interest of the pupil to remain in independent study. A writing record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. This 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. **Current Written Agreement: A current written agreement shall be 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 and for reporting his or her progress.
    b. The objectives and methods of study for the pupil's work, and the methods utilized, to evaluate that work.
    c. The specific resources, including materials and personnel, which will be made available to the pupil.

d. A statement of the policies adopted herein regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, and the number of missed assignments allowed prior to an evaluation of whether or not the pupil should be allowed to continue in independent study.

. The duration of the independent study agreement, including 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 one school year. ~~Semester, or one half year for a school on a year-round calendar.~~

a. 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.

b. 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 Education Code 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.

c. Each written agreement shall be signed prior to the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or care giver, if the pupil is under 18 years of age, the certificated employee who has been designated as having responsibility or 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 the Family Code.

4. **Average Daily Attendance:** It is the policy of this Board that each student is, at a minimum, expected to accomplish the following in order for the student to be counted as present/attending for Average Daily Attendance (ADA) purposes:
    a. Students will initial “Monthly Independent Study Log” on the school days where they have completed school work Monday through Fridays that are not school holidays. Parents/guardians will sign the monthly log under the following statement: “By signing this log, I verify that my student completed school work on these days.”

5. **Compliance with the Education Code:** The Charter School shall comply with the Education Code Sections 51745 through 51749.3 and the provision of the Charter School's Act and the State Board of Education regulation adopted there under.

6. **Implementation of Independent Study Policy:** The Directors shall establish regulations to implement these policies in accordance with the law.

CLARKSVILLE CHARTER SCHOOL

BOARD RESOLUTION – 2019 – 4

I. Adoption of Clarksville Charter School Approving the LEA Testing Coordinator

WHEREAS, Clarksville Charter School (the "LEA") is committed to providing compliance and accommodations with state mandated testing;

WHEREAS, the school desires to appoint a LEA Testing Coordinators to provide support services for the CAASPP, ELPAC and PFT tests:

WHEREAS, the Testing Coordinators open and manage the portals to keep compliant with testing, create teachers accounts for testing, uploading accommodations and designated supports for testing, creating testing windows, maintaining not tested reports, and upload PFT data into the portal once students have completed the test.

NOW THEREFORE BE IT RESOLVED, the School hereby appoints Darcy Miller (lead), Katie Armstrong, Candace Gadomski and Chrysty Hodson to serve as the LEA Testing Coordinators.

SECRETARY'S CERTIFICATE

I, _____, Secretary of the Board of Directors of The Cottonwood School a California nonprofit public benefit corporation, County of _____, California, hereby certify as follows:

The attached is a full, true, and correct copy of the resolutions duly adopted at a meeting of the Board of Directors of The Cottonwood School which was duly and regularly held on _____, 2019, at which meeting all of the members of the Board of Directors had due notice and at which a quorum thereof was present; and at such meeting such resolutions were adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

I have carefully compared the same with the original minutes of such meeting on file and of record in my office; the attached resolution is a full, true, and correct copy of the original resolution adopted at such meeting and entered in such minutes; and such resolution has not been amended, modified, or rescinded since the date of its adoption, and the same is now in full force and effect.

WITNESS my hand on _____, 2019.

_____
Secretary of the Board of Directors of The Cottonwood School

VENDOR AGREEMENT

This Vendor Agreement ("Agreement") is made between **The Cottonwood School** ("School"), a California nonprofit public corporation and _____ ("Vendor").

RECITALS

WHEREAS, School fosters successful student achievement through a quality, personalized, and standards-based education program featuring unique and hands-on experiential learning experiences;

WHEREAS, Vendor is engaged in the businesses of providing experienced and qualified educational services as set forth in **Exhibit A**; and

WHEREAS, School desires to retain Vendor for the purpose of providing the services described herein for the benefit of the School, families, and students.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and the mutual covenants contained herein, and for other good, valuable and sufficient consideration, the parties agree as follows:

SECTION 1. TERM and TERMINATION.

a. Term: This Agreement shall be effective as of August 1, 2019 until June 30, 2020.
b. Termination: Vendor may terminate this Agreement for cause after providing sixty (60) days advance written notice to School. School may terminate this Agreement at any time, with or without cause in its sole discretion with same-day written notice. Upon termination, School shall pay Vendor for all necessary and approved Services rendered pursuant to this Agreement and relevant Enrichment Certificate(s) up to the effective date of termination. School has no obligation to pay Vendor for any Services provided after the effective date of termination. The termination of this Agreement constitutes a termination of any active invoices and Enrichment Certificates.

SECTION 2. SERVICES.

a. Scope of Services: Vendor is hereby engaged by School to perform the student enrichment services specified in **Exhibit A**, incorporated herein by reference ("Services"), subject to the terms and conditions contained herein. Vendor assumes full responsibility for the performance of the Services provided under

the terms of this Agreement. School does not guarantee any minimum amount of work by this Agreement.

b. No Authority to Bind School: Vendor understands and agrees that Vendor lacks the authority to bind School contractually, conduct business on School's behalf, or incur any obligations on behalf of School. Specifically, Vendor agrees not to represent himself/herself or any Vendor employees, agents, or contractors as an employee of School in any capacity, including, but not limited to, when interacting with School students, parents, vendors, or employees.

c. Responsibility for Performance: Vendor assumes full responsibility for the performance of Vendor's duties under the terms of this Agreement and warrants that Vendor and its employees, contractors, and other agents are fully qualified in Vendor's specialized skill or expertise to perform such duties. Vendor will not enter into any contract or engagement that conflicts or interferes with Vendor's duties under this Agreement.

d. Compliance with Charter Petition and Law: Except when otherwise expressly required by applicable law, School shall not be responsible for monitoring Vendor's compliance with the law, charter petition, and Agreement. Vendor acknowledges that School must comply with Education Code § 220's prohibitions against discrimination, obligations to provide a free appropriate education to students with exceptional needs pursuant to the Individuals with Disabilities Education Act ("IDEA") and Section 504 of the Rehabilitation Act, and be non-sectarian in its programs. Vendor must be non-sectarian in any Services provided to School students. Vendor shall ensure its performance of its Services complies with these legal and charter petition requirements. If Vendor performs any Services in a manner that is contrary to law, Vendor shall bear all claims, costs, losses and damages (including, but not limited to, reasonable attorneys' fees and costs) arising therefrom.

e. Service Limitations: Vendor shall not serve any School students for more than twelve (12) hours a week under this Agreement or any other arrangement. Vendor is prohibited from providing services under this Agreement to a relative (e.g., child, sibling, etc.) of the Vendor or an employee, officer, or agent of the Vendor. School shall not be responsible for paying Vendor for the prohibited services described in this subsection. A violation of this subsection constitutes a material breach of the Agreement.

SECTION 3. PAYMENT.

a. Enrichment Certificate: School requests Services from Vendor through an Enrichment Certificate. School is not responsible for the costs of Services without issuance of an Enrichment Certificate. The Enrichment Certificate will detail requested Services, dates of Services, fees for Services, and other relevant information. Vendors must first receive an Enrichment Certificate before providing Services to students. School does not pay for Services in

advance. If an Enrichment Certificate expires, Vendor must cease providing Services until it receives another Enrichment Certificate.

b. Vendor Invoice: School shall pay Vendor for Services performed through invoices. Vendor will remit one (1) itemized invoice after completing the Services pursuant to an Enrichment Certificate. Vendors should submit invoices to **CCS-invoicing@inspireschools.org**. School will endeavor to pay undisputed invoice amounts within thirty (30) days of receipt.

c. Termination of Enrichment Certificate: School may terminate an Enrichment Certificate at any time, with or without cause in its sole discretion with same-day written notice. School shall pay Vendor the undisputed amounts for Services already performed under the Enrichment Certificate.

d. Incurred Costs: Any damages or costs incurred by School, including replacement costs, as a result of Vendor's failure to competently perform under this Agreement may be deducted by School from any amounts owed to Vendor.

e. Use of School's Name: Vendor shall not use the name, insignia, mark, or any facsimile of the School for any purpose, including but not limited to advertising, client lists, or references, without the advance written authorization of the School.

SECTION 4. GENERAL CONDITIONS FOR VENDOR PERFORMANCE.

a. Vendor Qualifications: Vendor represents it has the qualifications, skills and, if applicable, the certification and licenses necessary to perform the Services in a competent, and professional manner, without the advice or direction of School. Upon School's request, Vendor shall provide copies of certification or licensure. Subject to the terms of this Agreement, Vendor shall render all Services hereunder in accordance with this Agreement and **Exhibit A**, Vendor's independent and professional judgment and in compliance with all applicable laws and with the generally accepted practices and principles of Vendor's trade. Vendor is customarily engaged in the independently established trade, occupation, or business of the same nature as the Services performed.

b. Relationship: The School is not an employer of Vendor or its employees, contractors, or agents and shall not supervise individuals as such in carrying out the Services to be performed by Vendor under the terms of this Agreement. It is expressly understood between the parties that Vendor and its employees, contractors, and agents are not employee(s) of School.

c. Licenses: Vendor warrants that Vendor is engaged in an independent and bona fide business operation, markets him/her/itself as such, is in possession of a valid business license/insurance when required, and is providing or capable of providing similar services as set forth in **Exhibit A** to others.

d. No Training or Instruction: Although School may at times provide information concerning its business and students to Vendor, School will not provide any training or instruction to Vendor concerning the manner and means of providing the Services that are subject to this Agreement because Vendor warrants that Vendor is highly skilled in its industry.

SECTION 5. TAXES. Because Vendor is not an employee of School, all compensation called for under this Agreement shall be paid without deductions or withholdings, and will be accompanied by an IRS Form 1099, as applicable, at year end. Vendor is responsible for the reporting and payment of any state and/or federal income tax or other withholdings on the compensation provided under this Agreement or any related assessments. In addition, Vendor shall fill out and execute a Form W-9. In the event that the Internal Revenue Service or the State of California should determine that Vendor or its employee(s) is/are an employee of School subject to withholding and social security contributions, Vendor acknowledges consistent with this Agreement that all payments due to Vendor under this Agreement are gross payments, and the Vendor is solely responsible for all income taxes, social security payments, or other applicable deductions thereon.

SECTION 6. BENEFITS. Vendor and its employees, contractors, and agents are not entitled to the rights or benefits that may be afforded to School employees including, but not limited to, disability, workers' compensation, unemployment benefits, sick leave, vacation leave, medical insurance and retirement benefits. Vendor is solely responsible for providing at Vendor's own expense, disability, unemployment, workers' compensation and other insurance for Vendor and any of its employees, contractors, and agents. Vendor shall further maintain at its own expense any permits, credentials, certifications and/or licenses necessary to provide the Services and shall provide any training necessary for its employees, contractors, and agents to perform all Services under this Agreement.

SECTION 7. MATERIALS. Vendor will furnish at its own expense all materials, equipment and supplies used to provide the Services.

SECTION 8. BACKGROUND CHECK AND SAFETY REQUIREMENTS.

a. Background Check: Vendor shall ensure its employees, agents, and contractors working directly with School students complete a criminal background check through the Department of Justice ("DOJ") in accordance with Education Code section 45125.1. Following DOJ clearance, Vendor will certify to School that no one working on behalf of Vendor (e.g., Vendor employees, agents, or contractors) working with School students have been convicted or have pending charges of a violent or serious felony as defined in Penal Code sections 667.5(c) and 1192.7(c). The cost of the background check is the Vendor's responsibility.

b. First Aid & CPR Certification: Upon School's request, Vendor shall ensure its employees, agents, or contractors obtain First-Aid and CPR Certification.

c. Supervision: Vendor is responsible for supervising and ensuring students have a safe environment from the time they are dropped off to receive Services and until the responsible party picks them up. Students may not be left unattended during Vendor's provision of Services. Vendor may not transport students without School's express written permission.

d. Student Discipline: Vendor acknowledges that School is responsible for managing and overseeing the education program, which incorporates the Vendor's enrichment services. Vendor must notify School when students act inappropriately and may require discipline. School is responsible for issuing discipline to students. If Vendor learns a student may pose a health or safety threat to himself/herself or to other individuals, Vendor must immediately notify the School. If Vendor wishes to remove a participant from their Services, the Vendor shall notify School and the parties will discuss appropriate measures.

SECTION 9. INDEMNIFICATION AND INSURANCE.

a. Indemnification: To the maximum extent allowable by law, Vendor will indemnify, defend, and hold harmless School, its officers, directors, employees, agents and volunteers from and against all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs that such entities or persons may incur that arise out of or relate to this Agreement or the alleged negligence, recklessness or willful misconduct of Vendor, including of Vendor's officers, directors, employees, subcontractors, agents, representatives, volunteers, successors, assigns or anyone for whom Vendor is legally responsible. Vendor's indemnity, defense and hold harmless obligations shall survive the termination of this Agreement. To the maximum extent allowable by law, Vendor also agrees to hold harmless, indemnify, and defend School from any and all liability, damages, or losses (including reasonable attorneys' fees, costs, penalties, and fines) School suffers as a result of (a) Vendor's failure to meet its obligations under Sections 4-6, or (b) a third party's designation of Vendor or Vendor's employees, agents, or contractors as an employee of School regardless of any actual or alleged negligence by School.

b. General Liability Insurance Limits: Vendor agrees to maintain general liability insurance coverage, including both bodily injury and property damage, with at least the following coverage limits:

    i. $1,000,000 per occurrence
    ii. $2,000,000 general aggregate
    iii. $500,000 personal & adv. injury

c. Additional Insurance Requirements: Vendor's insurance shall constitute primary coverage for any loss or liability arising from or relating to this Agreement and any insurance held by School shall constitute secondary, excess coverage. School may require additional insurance coverage

depending on the Services and shall communicate these insurance requirements to the Vendor in conjunction with the provision of an Enrichment Certificate. Vendor's insurance policies required under this Agreement shall name School as additionally insured.

SECTION 10. CONFIDENTIALITY.

a. Confidential Information: Vendor acknowledges that during the course of performing Services, Vendor may become privy to confidential, privileged and/or proprietary information important to the School. Vendor further acknowledges its obligations under the Family Educational Rights and Privacy Act ("FERPA") and California Uniform Trade Secrets Act. Vendor shall ensure that all of its employees, agents and contractors agree to the requirements of this section prior to receiving any Confidential Information (defined below). Vendor shall not use or disclose during or after the term of this Agreement, without the prior written consent of School, any information relating to School's employees, directors, agents, students or families, or any information regarding the affairs or operations of School, including School's confidential/proprietary information and trade secrets ("Confidential Information"). Confidential Information, whether prepared by or for the School, includes, without limitation, all of the following: education records, student rosters, medical records, personnel records, information technology systems, financial and accounting information, business or marketing plans or strategies, methods of doing business, curriculum, lists, email addresses and other information concerning actual and potential students or vendors and/or any other information Vendor reasonably should know is treated as confidential by the School. The only allowed disclosures of Confidential Information are (i) with prior written consent of School; (ii) after the information is generally available to the public other than by reason of a breach by Vendor of this agreement to maintain confidentiality; (iii) after the information has been acquired by Vendor through independent means and without a breach of Vendor's duties to School under this Agreement or otherwise; or (iv) pursuant to the order of a court or other tribunal with jurisdiction if Vendor has given School adequate notice so that School may contest any such process. Personally identifiable student information may only be used as necessary to meet Vendor's obligations under this Agreement. Vendor must take all necessary and appropriate steps to protect and safeguard all of School's Confidential Information and proprietary information from unauthorized disclosure.

b. Disclosure of Records: School will provide Vendor with those records requested by Vendor that are reasonably necessary to allow Vendor to perform the Services. Vendor shall use any such records only for the purpose provided and not for the benefit of any other person or entity. Upon termination of this Agreement or School's request, Vendor will immediately surrender to School or destroy all Confidential Information and other materials provided to Vendor by School, including all physical copies, drafts, digital or computer versions.

SECTION 11. ENTIRE AGREEMENT. This Agreement and its incorporated exhibits constitute the entire agreement between the parties with respect to the subject matter contained herein and supersede all agreements, representations and understandings of the parties with respect to such subject matter made or entered into prior to the date of this Agreement.

SECTION 12. DISPUTE RESOLUTION.

a. Informal Dispute Resolution: If there is any dispute or controversy between the parties arising out of or relating to this Agreement, the parties shall first meet and confer informally in an attempt to resolve the issue.

b. Mediation: If reasonable efforts at informal resolution are unsuccessful, the parties shall participate in a mediation with a mutually-agreed upon mediator. Any costs and fees, other than attorneys' fees, associated the mediation shall be shared equally by the parties.

c. Arbitration: If School has paid more than $25,000 to Vendor for Services since the start of the previous fiscal year, and efforts to resolve the dispute at mediation are unsuccessful, the parties agree that such dispute will be submitted to private and confidential arbitration by a single neutral arbitrator through Judicial Arbitration and Mediation Services, Inc. ("JAMS") at the nearest JAMS location, or other service agreed upon by both parties, and that such arbitration will be the exclusive final dispute resolution method under this Agreement. The JAMS Streamlined Arbitration Rules & Procedures in effect at the time the claim or dispute is arbitrated will govern the procedure for the arbitration proceedings between the parties. The arbitrator shall not have the power to modify any of the provisions of this Agreement. The decision of the arbitrator shall be final, conclusive and binding upon the parties hereto, and shall be enforceable in any court of competent jurisdiction. The party initiating the arbitration shall advance the arbitrator's initial fee. Otherwise and thereafter, each party shall bear their own costs of the arbitration proceeding or litigation to enforce this Agreement, including attorneys' fees and costs. Except where clearly prevented by the area in dispute, both parties agree to continue performing their respective obligations under this Agreement until the dispute is resolved, subject to the right to terminate this Agreement. Nothing in this Agreement is intended to prevent either party from obtaining injunctive or equitable relief in court to prevent irreparable harm pending the conclusion of any such arbitration.

SECTION 13. MODIFYING THE AGREEMENT. No supplement, modification, or amendment of this Agreement shall be binding unless in writing and executed by both parties.

SECTION 14. NO WAIVER. No waiver of any provision of this Agreement shall constitute, or be deemed to constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

SECTION 15. NO ASSIGNMENT. No party shall assign this Agreement, any interest in this Agreement, or its rights or obligations under this Agreement without the express prior written consent of the other party. This Agreement shall be

binding on, and shall inure to the benefit of, the parties and their respective permitted successors and assigns.

SECTION 16. SEVERABILITY. If any provision of this Agreement is invalid or contravenes applicable law, such provision shall be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of its remaining provisions, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

SECTION 17. GOVERNING LAW. This Agreement shall be governed by and interpreted under the laws of the State of California.

SECTION 18. AUTHORITY TO CONTRACT. Each party warrants to the other that it has the authority to enter into this Agreement, that it is a binding and enforceable obligation of said party, and that the undersigned has been duly authorized to execute this Agreement.

SECTION 19. NOTICES. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

(a) When delivered personally to the recipient's address as stated on this Agreement; (b) three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement; (c) via email address as stated on this Agreement.

Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

If to Vendor:	**If to School:**
(*Please fill in with your information*)	
Business: _____	Brooke Peterson
Name: _____	Vendor Administrator
Title: _____	13915 Danielson St, #200
Address: _____	Poway, CA 92064
_____	
Email: _____	VendorSupport@inspireschools.org
	(619) 749-1792
Phone: _____	

SECTION 20. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed or emailed .pdf or other electronic copy of the fully executed original version of this Agreement shall have the same legal effect as an executed original for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date above.

The Cottonwood School	**VENDOR**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

EXHIBIT A

Detailed list of services	Pricing for services

Cancelation & Refund Policy

Students will be permitted to cancel and/or reschedule services with 24-hour notice. Cancelations are subject to a full refund. Refunds must be submitted to The Cottonwood Schools.

The Cottonwood School

Comprehensive School Safety Plan

SB 187 & SB 334 Compliance Document

2019-2020

1740 Huntington Dr. #205
Duarte, CA 91010

This document is to be maintained for public inspection during business hours

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Comprehensive School Safety Plan

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

The Cottonwood School is committed to ensuring that all enrolled students and all employees are safe and secure. The Cottonwood School believes that a beginning step toward safer schools is the development of a comprehensive plan for school safety by every school. The Cottonwood School intends that parents, students, teachers, administrators, counselors, classified personnel, and community agencies develop safe school plans as a collaborative process. The plan will be reviewed and updated on an annual basis and proposed changes will be submitted to the Board for approval.

Comprehensive School Safety Plan

The Cottonwood School
Section A: General Information – School Safety - Includes Employee Fingerprint/Background Check - Ed Code 44237
Part 2: Legislative Requirements

The California Education Code (sections 35294-35294.9) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

This requirement was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 187/SB 334 to contain the following elements:

Plans for Charter Schools must "identify appropriate strategies and programs that provide and maintain a high level of school safety and address the school's procedures for complying with existing laws related to school safety, *including but not limited to"* the following:

A. Employee Fingerprint/Background Check – Ed Code 44237
B. Child Abuse Reporting Procedures - Penal Code 11165.5 & .6
C. Emergency/Disaster Plans – Ed Code 32287; CCR Title 8, Sec 3220; ADA
D. Suspension/Expulsion policies and procedures – Ed Code 48915
E. Procedures to notify teachers of dangerous pupils – Ed Code 49079
F. Discrimination and Harassment Policy (include hate crime reporting procedures and policies)*
G. Schoolwide Dress Code (if it exists - including prohibition of gang-related apparel)
H. Procedures for safe ingress and egress of pupils, parents, and school employees to and from school site (pick-up, drop-off, maps, etc.)
I. A safe and orderly environment conducive to learning at the school

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

Comprehensive School Safety Plan

The Cottonwood School
Section A: General Information – School Safety - Includes Employee Fingerprint/Background Check - Ed Code 44237
Part 3: Maintaining a Safe and Orderly Environment

It is a priority of the administration and staff at The Cottonwood School that every student who attends our school will be provided with an environment in which the students not only feel physically safe, but that there is also a positive school climate in all activities.

Our administration and staff desire to provide an orderly, caring, and nondiscriminatory learning environment in which all students can feel comfortable and take pride in their school and their achievements.

Our administration encourages staff to teach students the meaning of equality, human dignity, and mutual respect, and to employ cooperative learning strategies that foster positive interactions among students from diverse backgrounds.

Students shall have opportunities to voice their concerns about school policies and practices and to share responsibility for solving problems that affect their school. Staff shall encourage and reward success and achievement, participation in community projects, and positive student conduct.

Our school network promotes nonviolent resolution techniques in order to encourage attitudes and behaviors that foster harmonious relations. Staff shall receive training which implements and supports conflict resolution (California Education Code Sections 32230-32239, 35160, 35160.1, 44806).

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

Comprehensive School Safety Plan

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

CRIMINAL BACKGROUND CHECK

The Cottonwood School recognizes the importance of maintaining a safe workplace with employees who are honest, trustworthy, qualified, reliable, and nonviolent, and do not present a risk of harm to students, coworkers or others. The Cottonwood School will perform applicant background checks and employee investigations as required by Education Code section 47605 [b][f], which requires that "each employee of the school furnish the school with a criminal record summary".

All employees must have Live Scan fingerprint results on file with The Cottonwood School. Proof of Live Scan fingerprinting is a requirement of employment and the results must be provided to The Cottonwood School prior to the first day of work. Live Scan fingerprinting will be required of all job applicants, employees, and volunteers as required by California and federal law. Background checks may also be required of employees whose job duties involve care of students, handling of money, valuables or confidential information, or as otherwise deemed prudent by the school. These background checks are performed through a fingerprinting service coordinated by the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI). Any and all information obtained by The Cottonwood School may be taken into consideration in evaluating one's suitability for employment, promotion, reassignment, or retention as an Employee.

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

The Cottonwood School may occasionally find it necessary to investigate current employees, where behavior or other relevant circumstances raise questions concerning work performance, reliability, honesty, trustworthiness, or potential threat to the safety of coworkers, students or others. Employee investigations may, where appropriate, include credit reports and investigations of criminal records, including appropriate inquiries about any arrest for which the employee is out on bail. In the event that a background check is conducted, The Cottonwood School will comply with the federal Fair Credit Reporting Act and applicable state laws, including providing the employee with any required notices and forms. Employees subject to an investigation are required to cooperate with The Cottonwood School's lawful efforts to obtain relevant information, and may be disciplined up to and including suspension without pay and/or termination for failure to do so.

Employees with adverse background information (such as certain specific criminal conviction) may be ineligible for employment with The Cottonwood School.

Comprehensive School Safety Plan

The Cottonwood School
Section B: Child Abuse Reporting Procedures - Penal Code 11165.5 &.6
Part 1: Child Abuse Reporting Procedures

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

At The Cottonwood School, protecting children from child abuse is a major priority. Each year the administration sets aside time to meet with staff to discuss child abuse indicators and to remind teachers of the procedures to follow when abuse is suspected.

Employees of The Cottonwood School are familiar with Penal Code Section 11166 and understand the requirement that certificated and classified personnel report suspected child abuse immediately or as soon as practically possible to the Senior Director or to Children's Protective Services by telephone. They are aware that a call must be followed within at least 36 hours by a written report to the child protective agency.

All staff is aware of the location of a Child Abuse Information Folder that is kept on file and updated regularly. It includes informational literature, guidelines for recognizing abuse and specific directions for reporting it.

The determination as to who should be contacted will depend greatly upon the situation at hand. The local law enforcement agency will dispatch a unit to the school as soon as possible. Children's services may take much longer to respond. School personnel should always take into consideration the severity of the abuse and the extent to which the student's safety is at risk.

Comprehensive School Safety Plan

The Cottonwood School
Section B: Child Abuse Reporting Procedures - Penal Code 11165.5 &.6
Part 1: Child Abuse Reporting Procedures

The requirements of school personnel and the identification and reporting of known or suspected child abuse to a protective agency is mandated by the State of California Penal Code. In fact, failure to do so on the part of school personnel could lead to penalties which might be imposed on these individuals. The Cottonwood School board policies are continually updated to reflect appropriate legislation. Excerpts from the California Penal Code and The Cottonwood School Board Policy are presented below.

From California Penal Code Section 11166

…any child care custodian, health practitioner, or employee of a child protective agency who has knowledge or observes a child in his or her professional capacity within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse shall report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone and shall prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

The Cottonwood School
– Child Abuse Prevention Programs

Recognizing that our responsibility to students includes the protection of their physical and mental well-being, the Governing Board desires to provide whatever opportunities or resources may be available for the prevention of child abuse.

The Board agrees with the Legislature that:

1. Child abuse and neglect is a severe and increasing problem in California.

2. School districts and preschools are able to provide an environment for training of children, parents, and all school district staff.

3. Primary prevention programs in the school districts are an effective and cost-efficient method of reducing the incidence of child abuse and neglect and for promoting healthy family environments.

Comprehensive School Safety Plan

The Cottonwood School
Section B: Child Abuse Reporting Procedures - Penal Code 11165.5 &.6
Part 1: Child Abuse Reporting Procedures

The Cottonwood School
– Child Abuse Prevention Programs (Continued)

The Senior Director shall explore funding and assistance available for the establishment of programs directed toward preventing the occurrence of child abuse, including physical abuse, sexual assault, and child neglect, and reducing the general vulnerability of children, including coordination with and training for parents and school staff.

Parents shall be given notice of, and may refuse to have their children participate in, prevention training program.

The Cottonwood School
– Child Abuse and Neglect

Duty to Report
Certificated employees and classified employees trained in child abuse identification and reporting shall report known or suspected child abuse to a child protective agency by telephone immediately or as soon as practically possible and in writing within thirty-six hours. The reporting duties are individual and cannot be delegated to another individual.

Definitions
1. "Child Abuse," as defined by law, pursuant to Penal Code 273 and 11165, and for purposes of this regulation includes the following:

    a. Physical abuse resulting in a non-accidental physical injury.
    b. Physical neglect, including both severe and general neglect, resulting in negligent treatment or maltreatment of a child.
    c. Sexual abuse including both sexual assault and sexual exploitation.
    d. Emotional abuse and emotional deprivation including willful cruelty or unjustifiable punishment.
    e. Severe corporal punishment.

Comprehensive School Safety Plan

The Cottonwood School
Section B: Child Abuse Reporting Procedures - Penal Code 11165.5 &.6
Part 1: Child Abuse Reporting Procedures

2. "Mandated Reporters" are those people defined by law as "child care custodian," "medical practitioners" and non-medical practitioners" and include virtually all school employees. The following school personnel are required to report:

   Teachers, administrators, supervisors of child welfare and attendance, certificated pupil personnel employees, employees of a child care institution, head start teachers, school psychologists, licensed nurses, counselors, presenters of child abuse prevention programs and those instructional aides or other classified employees trained in child abuse reporting.

3. "Child Protective Agencies" are those law enforcements and child protective services responsible for investigating child abuse reports, including the local police or sheriff department, county welfare or juvenile probation department and child protective services.

4. "Reasonable Suspicion" means that it is objectively reasonable for a person to entertain such a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on his/her training and experience, to suspect child abuse. (California Penal Code 11166)

Reporting Procedures

1. To report known or suspected child abuse, any employee (as defined above) shall report by telephone to the local child protective agency.

   The telephone report must be made immediately, or as soon as practically possible, upon suspicion. The verbal report will include:

   a. The name of the person making the report.
   b. The name of the child.
   c. The present location of the child.
   d. The nature and extent of any injury.
   e. Any other information requested by the child protective agency, including the information that led the mandated reporter to suspect child abuse.

Comprehensive School Safety Plan

The Cottonwood School
Section B: Child Abuse Reporting Procedures - Penal Code 11165.5 &.6
Part 1: Child Abuse Reporting Procedures

At the time the verbal report is made, the mandated reporter shall note the name of the official contacted, the date and time contacted, and any instructions or advice received.

2. Within thirty-six (36) hours of making the telephone report, the mandated reporter will complete and mail a written report to the local child protective agency.

   The written report shall include completion of the required standard Department of Justice form (DOJ SS 8572).

   The mandated reporter may request and receive copies of the appropriate form either from the school district or directly from the local child protective agency.

   Detailed instructions for completion of the form are on the back sheet of the form. Reporters may request assistance from the site administrator in completing and mailing the form; however, the mandated reporter is still responsible for ensuring that the written report is correctly filed.

3. Employees reporting child abuse to a child protective agency are encouraged, but not required, to notify the site administrator or designee as soon as possible after the initial verbal report by telephone. The site administration, when notified, shall inform the Superintendent.

   Administrators so notified shall provide the mandated reporter with any assistance necessary to ensure that the verbal or written reporting procedures are carried out according to state law and district regulations. If requested by the mandated reporter, the Senior Director may assist in the completion and filing of these forms.

Legal Responsibility and Liability

1. Mandated reporters have absolute immunity. School employees required to report are not civilly or criminally liable for filing a required or authorized report of known or suspected child abuse.

Comprehensive School Safety Plan

The Cottonwood School
Section B: Child Abuse Reporting Procedures - Penal Code 11165.5 &.6
Part 1: Child Abuse Reporting Procedures

2. A mandated reporter who fails to report an instance of child abuse, which he/she knows to exist or reasonably should know to exist, is guilty of a misdemeanor and is punishable by confinement in jail for a term not to exceed six (6) months or by a fine of not more than one thousand dollars ($1,000) or both. The mandated reporter may also be held civilly liable for damages for any injury to the child after a failure to report.

3. When two (2) or more persons who are required to report jointly, have knowledge of suspected instance of child abuse, and when there is agreement, and a single report may be made and signed by the person selected. However, if any person who knows or should know that the person designated to report failed to do so, that person then has a duty to make the report.

4. The duty to report child abuse is an individual duty and no supervisor or administrator may impede or inhibit such reporting duties. Furthermore, no person making such a report shall be subject to any sanction.

Release of Child to Peace Officer

When a child is released to a peace officer and taken into custody as a victim of suspected child abuse, the Senior Director shall not notify the parent or guardian as required in other instances of removal of a child from school, but rather shall provide the peace officer with the address and telephone number of the child's parent or guardian.

It is the responsibility of the peace officer to notify the parent or guardian of the situation. Peace officers will be asked to sign an appropriate release or acceptance of responsibility form (cf. 5145.11 – Questioning and Apprehension).

Comprehensive School Safety Plan

The Cottonwood School
Section B: Child Abuse Reporting Procedures - Penal Code 11165.5 &.6
Part 1: Child Abuse Reporting Procedures

When School Employees are Accused of Child Abuse
Regardless of who child abusers may be, the major responsibilities of mandated reporters are to (1) identify incidents of suspected child abuse, and (2) comply with laws requiring reporting of suspected abuse to the proper authorities. Determining whether or not the suspected abuse actually occurred is not the responsibility of the school employee. Such determination and follow-up investigation will be made by a child protective agency.

Parent/guardians or members of the public accusing school employees of child abuse should be made aware of the ramifications of making false reports and should be provided with information regarding child abuse and child abuse reporting.

Pending the outcome of an investigation by a child protective agency and prior to the filing of formal charges, the employee may be subject to reassignment or a paid leave of absence.

Disciplinary action resulting from the filing of formal charges or upon conviction shall be in accordance with district policies, regulations and/or collective bargaining agreements. The Senior Director or designee should consult with legal counsel in implementing either suspension or dismissal.

Comprehensive School Safety Plan

The Cottonwood School
Section C: Emergency/Disaster Plans - Ed Code 32287; CCR Title 8, Sec 3220 ADA
Part 1: General Information - Disaster

The Cottonwood School will take all necessary measures to keep students, staff and visitors safe in the event of a disaster. The following sections of this plan outline basic responsibilities for all staff for specific incidents

The The Cottonwood School has developed a Standardized Emergency Management System (SEMS) Plan that outlines in more detail, specific responsibilities for Emergency Response Teams at this school.

This Emergency Action Plan is being developed to provide information to the staff at The Cottonwood School to ensure pertinent information is available in the case of an incident that warrants a response. It is written in accordance with California Code of Regulations, Title 8, Section 3220 which outlines the components required for a plan. There are also components of the Standardized Emergency Management System (SEMS) and National Incident Management System (NIMS), including the Incident Command System incorporated in this plan. The purpose for the inclusion is that while The Cottonwood School may not have students on site, it will serve as an Emergency Operations Center if a multi-site incident occurs and support is needed for school or local community. At that time, the role of The Cottonwood School would be to serve as a resource and clearinghouse for information.

The plan is developed with a multi-hazard perspective to make it applicable to the widest range of emergencies and disasters, both natural and human caused. However, Administrators retain the flexibility to modify procedures and/or organization structure as necessary to accomplish the emergency response and recovery missions in the context of a particular hazard scenario.

The individual(s) responsible for implementation of this plan or to contact for any clarification is:

Name: _____ Department: _____

Phone: _____ Email: _____

Name: _____ Department: _____

Phone: _____ Email: _____

Plan Approval:

_____ _____
Name of Responsible Party Title

_____ _____
Signature Date

RECORD OF DISTRIBUTION

Plan #	Office/Department	Representative	Signature

EMERGENCY TELEPHONE NUMBERS

FACILITY EMERGENCY NUMBERS

1)	Emergency Operations Center (Managing Director's)	Insert Number
2)	Alternate Location (Office cell phone #)	Insert Number

LOCAL AGENCIES/OTHERS

1) Local Police

2) Local Fire

3) American Red Cross

4) Electric Utility Company

5) Local Gas Company

6) Local Water Company

In the event of a major emergency or disaster, the 9-1-1 emergency system may not function because of traffic overload. If you have a situation requiring immediate aid from police, fire or medical personnel you should try to use the 9-1-1 number first for immediate aid.

INTRUSION AND/OR FIRE ALARMS

If an intrusion or fire alarm goes off the company responsible for monitoring the system is (name of company), (phone number).

PLAN IMPLEMENTATION

A key component to this plan is the Incident Command System (ICS). The five basic functions of: Management, Operations, Logistics, Planning/Intelligence and Finance/Administration must remain consistent, but the formation of the teams within those sections can be flexible to meet each school's needs.

To properly complete the EOP, the school needs to: (1) Assign roles for Management staff and Section Chiefs (2) form the site emergency teams, (3) provide the appropriate training for all staff (4) conduct exercises to test the plan, and (5) update the plans as needed.

Employees shall be offered training on the specifics of this plan when it is initially developed and when new employees are hired. Employees should be retrained when the plan changes due to a change in the layout or design of the facility, when new equipment, hazardous materials, or processes are introduced that affect evacuation routes, or when new types of hazards are introduced that require special actions. It would also be helpful to provide annual awareness training as a reminder. General training for employees should address the following:

- Individual roles and responsibilities.
- Threats, hazards, and protective actions.
- Notification, warning, and communications procedures.
- Emergency response procedures.
- Evacuation, shelter, and accountability procedures.
- Location and use of common emergency equipment.
- Emergency shutdown procedures.

Additional training may also need to be provided (i.e. first-aid procedures, portable fire extinguisher use, etc.) depending on the responsibilities allocated employees in the plan.

Once the emergency action plan has been reviewed with employees and everyone has had the proper training, it is a good idea to hold practice drills as often as necessary to keep employees prepared. Include outside resources such as fire and police departments when possible. After each drill, gather management and employees to evaluate the effectiveness of the drill. Identify the strengths and weaknesses of your plan and work to improve it.

ABOUT EMERGENCY MANAGEMENT SYSTEMS

Through the years, those agencies responsible for disaster response have come up with several different models for coordinating that response. Although these models differ, they share a common background: The Incident Command System (ICS). As a member of your school's emergency response team, you will need to be familiar with ICS and the emergency management systems used in California.

Incident Command System (ICS) Developed in the 1970's by Southern California Fire Protection Agencies, this system was designed to coordinate multi-jurisdictional response. The beauty of ICS is that it is based upon common terminology and on the division of response activities into five functional units that essentially eliminates the possibility of the duplication of efforts. ICS became the model for the state's system.

Standardized Emergency Management System (SEMS) Developed in response to the lack of agency and multi-jurisdictional coordination during the Oakland Fires of 1991, SEMS became the state-wide standard for coordinated emergency response. All agencies involved in emergency response are legally required to use SEMS. In fact, the **STATE** reimbursement of local costs incurred for emergency response/recovery is tied to the use of SEMS.

National Incident Management System (NIMS) After the national tragedy on September 11, 2001, it became clear that the country needed an emergency response system to address incidents that affected the entire nation. The national government looked at the system used in California and used it as a model to develop a national response system called NIMS. It is a FEMA approved emergency response system and will become the national model. National compliance was expected by 2006 but is still in progress. **FEDERAL** funding for emergency response/recovery grants is tied to the use of NIMS.

SCHOOL RESPONSE

In 1994 the State of California legislators passed the Petris Bill. This bill ***requires*** schools (who are considered to be special districts) to use the SEMS model in planning for, and responding to, school emergencies and disasters. HOMELAND SECURITY PRESIDENTIAL DIRECTIVE HSPD-5, which mandated the development and implementation of NIMS, now requires schools to integrate that system into their plans as well.

WHAT SPECIFIC LAWS* APPLY TO SCHOOLS

THE FIELD ACT
(Garrison Act and Riley Act)

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

THE KATZ ACT

Requires schools to establish an earthquake emergency system:

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

PUBLIC EMPLOYEES ARE DISASTER SERVICE WORKERS

California Government Code Section 3100

All school employees are considered disaster service workers when:

- A local emergency has been proclaimed
- A state emergency has been proclaimed
  or,
- A federal disaster declaration has been made

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

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

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

POST-DISASTER SHELTERS

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

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

THE PETRIS BILL

California Government Code Section 8607

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

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

HOMELAND SECURITY PRESIDENTIAL DIRECTIVE HSPD-5

February 28, 2003

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

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

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

USING SEMS AND NIMS IN YOUR SCHOOL - AN OVERVIEW

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

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

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

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

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

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

THE EMERGENCY OPERATIONS CENTER

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

A Word About Unified Command

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

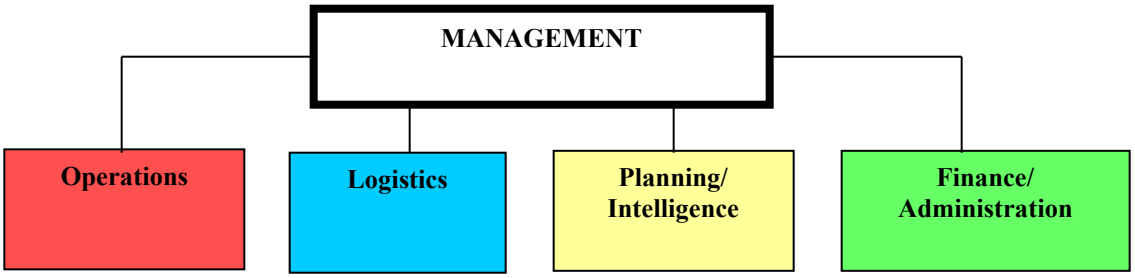
In the EOC, this means that first responder representatives will essentially be running response activities in consultation with the organization's Management Staff and Section Chiefs. In the field, Team Leaders and Team Members will work alongside first response teams, *unless* the EOC Director/Incident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

The Dual Role of the School Office

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

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

INCIDENT COMMAND SYSTEM AND DIVISION OF LABOR



Divisions of Labor

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

INSERT SITE MAP

(include life and fire safety elements, i.e. fire extinguishers, first aid kits, emergency supplies, etc.)

INSERT STAFF ROSTER

The following Standard Operating Procedures have been developed to address a multitude of incidents that could occur at a school office or student location. This is a living document that should be updated and modified as additional information is acquired. A hazard assessment should be conducted to identify specific areas of concern for your location in order to maximize the number of response situations included in this plan.

EVACUATION PROCEDURES

Earthquakes, fire, bomb threats, hazardous chemical spill, or an incident on or near campus are just a few examples of an emergency incident situation that may require that portions of a building or an entire school building be evacuated.

The building Emergency Preparedness Committee should identify evacuation areas on site and alternative off-sites areas should it be necessary to evacuate.

A safe evacuation route must be able to accommodate moving a large number of people, while not exposing employees to danger. The location and type of emergency necessitates evaluation and possible adjustments to the usual evacuation routes. This evaluation will determine if the building should be evacuated in segments or if stationing a person at certain exits is necessary so that staff can be re-routed away from danger.

The movement of staff out of buildings requires accounting for every employee. In order to account for staff, work area supervisors must have available employee lists so that missing or extra staff can be reported immediately to the Command Posts (school; law enforcement; fire). When evacuating their work area, work site supervisors must bring with them the location roster and emergency supplies.

During an evacuation, the following procedures must be followed:

- ✓ Move staff to the designated Evacuation Area.
- ✓ Take roll by completing Staff Accountability Form
- ✓ Runners collect Staff Accountability Report from classroom or work areas.
- ✓ If employee has an assignment on Emergency Management Team Organizational Chart, report to the Command Post (CP) and sign in.
- ✓ Report to Incident Commander (IC) for briefing and assignment.

LOCKDOWN/REVERSE EVACUATION PROCEDURES

Some emergencies may prevent safe evacuation and require steps to isolate staff from danger by instituting a lockdown. Other emergencies may occur prior to the work day, during break or lunch periods, or after the work day. When staff may be outside the school building or work site, a reverse evacuation should be initiated.

All employees and must be familiar with the specific actions they must take during a lockdown or reverse evacuation. Discussions, training, and practice drills are essential to make these procedures workable.
In the event of a lockdown or reverse evacuation, work area supervisors must utilize the following procedures:

- ✓ If outside, move to the nearest building or room providing it is a safe route and that you are not moving in the direction of danger.
- ✓ If inside, stay inside.
- ✓ Lock door(s) to buildings and or work areas.
- ✓ If possible, quickly close all windows and then move away from the windows.
- ✓ Use caution when allowing late reporting staff to enter into a classroom.
- ✓ Have staff hide, if appropriate.
- ✓ Take roll using Staff Accountability Form.

Report any "extra" staff that sought cover in your work area. Take this form with you if you are directed by the Incident Commander to evacuate your work area at a later time.

- ✓ Await further instructions from the Incident Commander via public address system, phone or an e-mail notification to all staff.
- ✓ **DO NOT** use the telephone to call out as all lines must be keep open, unless there is a dire emergency in your work area.
- ✓ Remain in the room/office until a member of the Emergency Management Team or a law enforcement officer arrives with directions.

PROCEDURES FOR CONDUCTING A "SIZE-UP"

A ***"SIZE-UP***" is a nine-step continual data gathering process that determines if it is safe to perform a certain emergency task, whether fire suppression, search and rescue, facilities assessment, etc. A size-up enables first responders to make decisions and respond appropriately in the areas of greatest need. The nine steps in a ***"size-up"*** are:

1. Gather Facts:
   - What has happened?
   - How many people are involved?
   - What is the current situation?
   - Does the time of day or week affect this situation?
   - Do weather conditions affect the situation (e.g. forecast, temperature, wind, rain)?
   - What type(s) of structures are involved?
   - Are buildings occupied? If yes, how many?
   - Are there special considerations involved (e.g. children, elderly, disabled)?
   - Are hazardous materials involved at or near the situation?
   - Are other types of hazards likely to be involved?

2. Assess and Communicate the Damage:
   - Take a lap around each building and try to determine what has happened, what is happening now, and what may happen next.
   - Are normal communications channels functioning (e.g. ICS, radios, e-mail, phones)?

3. Consider Probabilities:
   - What is likely to happen?
   - What is the worst-case scenario?

4. Assess Your Own Situation:
   - Are you in immediate danger?
   - Have you been trained to handle this situation?
   - What resources are available which can assist with your current situation?

5. Establish Priorities:
   - Are lives at risk? Remember, life safety is the first priority!
   - Can you and available resources handle this situation SAFELY without putting others at risk?
   - Are there more pressing needs at the moment? If yes, what are they?

6. Make Decisions:
   - Base decisions on the answers to Steps 1 through 3 and the priorities that your team has established.
   - Where will deployment of resources do the most good while maintaining an adequate margin of safety?

7. Develop an INCIDENT ACTION PLAN:
   - Develop a plan that will help you accomplish your priorities.

- Simple plans may be verbal, but more complex plans should always be written.
- Determine how personnel and other resources should be deployed.

8. Take Action:
   - Execute your plan, documenting deviations and status changes so that you can accurately report the situation to first responders, the Incident Command Post, the EOC, or other agencies that respond to the scene (e.g. fire, law enforcement, medical, media, coroner, parents).

9. Evaluate Progress:
   - At reasonable intervals, evaluate progress in accomplishing the objectives in the plan of action

(Incident Action Plan) to determine what is working and what changes you may have to make to stabilize the situation

BOMB THREAT

TELEPHONE BOMB THREAT

- During the call, complete the bomb threat checklist found on the next page.
- Stay on the line with the caller as long as possible, continuing to try and obtain more information about the threat.
- Have someone else call **911** (first 9 is to obtain outside line) and notify the School office.
- Without using portable radios or cell phones, organize a meeting with the school's Emergency Management Team (EMT). Radio and cell phone usage can resume once you are 300 feet away from school premises as a bomb could be hidden outside.
- If necessary, implement the ICS with only those positions deemed necessary.
- Assign a recorder to document events as they take place.
- Any search of the site should be done under the direction of law enforcement.
- The decision to evacuate the location is the responsibility of the Senior Director or his/her designee.
- If an evacuation is ordered, do not touch anything while leaving the building. Report any suspicious items to the Incident Commander.
- Follow off-site evacuation procedures.
- If the caller identifies a location where the device has been placed, avoid evacuating through the identified area.
- EMT members responsible for off-site evacuation and student accounting should begin making preparations for an orderly transition of the students/staff to the evacuation site.
- If an announcement is made over the school PA to evacuate, remind teachers and site supervisors to bring their class or work area rosters and emergency supplies.
- When the off-site evacuation location is reached, account for all students and staff. Report missing students/staff to the Incident Commander. The Incident Commander will report missing students/staff to the law enforcement agency assisting with the evacuation.
- Re-entry onto the school campus can only take place at the direction of Incident Commander.

E-MAIL BOMB THREAT

- Save the e-mail message.
- Print a copy of the message and give to the Senior Director, law enforcement, and the Technology Department.

- Follow applicable procedures from above.

BOMB THREAT REPORT FORM:

School: _____
This form will help you obtain the necessary information from the caller. Keep this information near the phone.
Date: _____ Time: _____ AM____ PM____
Exact words of the person placing call:

_____
_____
_____
_____

QUESTIONS TO ASK:

1.) When is the bomb going to explode? _____

2.) Where is the bomb right now? _____

3.) What kind of bomb is it? _____

4.) What does it look like? _____

5.) Why did you place the bomb? _____

6.) What will prevent you from doing this? _____

7.) What is your name? (He/she may inadvertently give it) _____

TRY TO DETERMINE THE FOLLOWING: (Circle all that apply)
Caller Description: Male Female Adult Juvenile Middle Aged Old
Voice: Loud Soft High-pitch Deep Raspy Pleasant Intoxicated
Accent: Local Non-Local Foreign Region Other: _____
Speech: Fast Slow Distinct Distorted Stutter Nasal Slurred Lisp
Language: Excellent Good Fair Poor Foul Other: _____
Manner: Calm Angry Rational Irrational Coherent Incoherent Deliberate Emotional
Righteous Laughing Intoxicated
Background Noises: Office Machines Factory Machines Trains Animals Music Quiet Voices
Airplanes Street Traffic Party Atmosphere Other: _____

NOTIFY THE FOLLOWING PERSON(S):_____
Do not panic and do not discuss the information you have received except with the above-named persons.
Person receiving the Bomb Threat: _____ _ at telephone

number_____.

Caller ID returned the following number:

_____.

Police contacted by: _____

Time: _____Date:_____

Search was made for the bomb: Y N Evacuation was conducted: Y N

FIRE/EXPLOSION

Apart from arson, major causes of fires include improper handling and storage of flammable liquids, overloaded electrical outlets, and excessive accumulation of rubbish.

FIRE DRILL PROCEDURES

- NO advance notice of fire drills should be given to building occupants.
- All drills shall be conducted using the same procedures that would be followed in case of an actual fire.
- Fire drills should be conducted at different hours of the day.
- An appropriate number of staff members should know how to reset the fire alarm.
- Immediately after the alarm has sounded for the drill, call the Fire Department non-emergency number to advise that this is only a drill.
- Keep documentation for each drill and record notable events for future consideration/improvement.

POSTING OF EVACUATION ROUTES

- A map, showing the primary and secondary evacuation routes shall be posted inside each room. The evacuation map shall have the office location highlighted and be placed on the wall so that an arrow indicating the exit route is pointing in the direction of the exit from the room.
- The map shall be labeled **"EVACUATION PLAN**" in bold letters and prominently posted in hallways, offices, bathrooms, cafeterias, lounges.

FIRE/EXPLOSION CHECKLIST

- If fire or smoke is detected, or a burning odor is sensed, pull the closest fire alarm to initiate building evacuation procedures.
- Call **911** to report all known information about the incident.
- Site administration should assign a recorder to begin documentation of the event.
- Before leaving a work area, the work area supervisor or their designee should make sure all windows are closed.
- Procedures for anyone with special-needs should be planned in advance and practiced.
- Administration should initiate the Incident Command System (ICS) and the designee assumes the role of the Incident Commander (IC) and establishes a Command Post staging area.
- Supervisors are to complete the Staff Accountability Report**.**
- Data collected from the **Staff Accountability Form** will determine if the Incident Commander needs to activate additional portions of the ICS, such as First Aid, Medical, Search and Locate/Rescue, etc.
- Establish contact with fire and law enforcement agencies.
- The fire department will give clearance to site administration when it is OK for staff to re-enter the building or an alternative plan if the building will not be able to be occupied.

EARTHQUAKE

An earthquake's effect on facilities will vary from building to building. Fire alarm or sprinkler systems may be activated by the shaking. Elevators and stairways will need to be inspected for damage before they can be used. Another major threat during an earthquake is from falling objects and debris. Injuries may be sustained during the earthquake while evacuating the building(s) or upon re-entry. Use the following guidelines/procedures to manage the incident:

IF INDOORS

- **DROP, COVER AND HOLD ON** by getting under a desk or table. Protect eyes, head and neck.
- Move away from windows and objects that could fall.
- Stay under desk or table until shaking stops.
- Listen for emergency instructions.
- Evacuate building if necessary and stay away from buildings, utility poles and large objects while transferring to the assembly area.
- Account for all staff using Staff Accountability Report.

IF OUTDOORS

- Move away from buildings, utility poles and large objects.
- Avoid all downed electrical lines.
- Do not touch any wire or any metal objects.
- Sit down in a safe area.
- Move to assembly area and begin accounting for all staff.

IN VEHICLE:

- Stop vehicle in a safe location away from power lines, overpasses or buildings.
- Stay in vehicle and establish radio contact with School office.

GENERAL GUIDELINES (AFTER THE QUAKE):

- Be prepared for aftershocks and ground motion.
- Evaluate immediate area for earthquake related hazards (fire, building collapse, gas leaks, downed electrical lines, wires, etc.).
- Account for all staff.
- Activate necessary portions of the ICS in collaboration with the site emergency team.
- Determine injuries and provide basic first aid via Medical/First Aid Group.
- Call **911** if there is a major emergency that is life threatening. You may not get a response from **911** if a major disaster has occurred affecting a large local area. **As we have been warned, we may be on our own for several hours or days.**
- Establish communication with your Supervisor and Incident Commander
- Assist any law enforcement or fire units that may respond to your site.
- Control internal and external communications, including contact with school sites and city agencies by use of telephones, cell phones, radios, runners, e-mail, text messages, or other means.
- Refer all media inquiries to the PIO.
- In communication with the school sites, assess the overall situation, how long students and staff might be at school, how supplies might be distributed and sheltering of students and staff.

SHOOTING/STABBINGS

No single warning sign can predict that a dangerous act will occur; however, certain warning signs may indicate that someone is close to behaving in a way that is potentially dangerous to self and/or others. Imminent warning signs usually are present as a sequence of overt, serious, or hostile behaviors or threats directed at peers, staff (usually more than one staff member), as well as the person's immediate family.

IMMINENT WARNING SIGNS REQUIRE AN IMMEDIATE RESPONSE AND MAY INCLUDE THE FOLLOWING

- Physically fighting with peers or family members.
- Hostile interactions with law enforcement that involve a number of recorded incidents.
- Hostile interactions with staff and administration.
- Destruction of property (school, home, community).
- Severe rage for seemingly minor reasons.
- Detailed (time, place and method) threats (written and/or oral) to harm or kill others.
- Possession and/or use of firearms and other weapons.
- Self-injurious behaviors or threats of suicide.
- Is carrying a weapon, particularly a firearm, and has threatened to use it.

WHAT TO DO IF A SHOOTING/STABBING OCCURS AT THE SCHOOL OFFICE

- The first indications of a shooting may include: sound of gunfire, loud cracking sounds, banging noises, windows shattering, glass exploding, bullets ricocheting or a report of a stabbing incident on campus.
- Call **911**. Identify your address, and succinctly explain the emergency incident and exact location. Stay on the line until the **911** dispatcher has all the information needed to respond to the situation.
- Activate Incident Command System (ICS) with Emergency Management Team.
- Establish Command Post and appoint Incident Commander and communicate location to law enforcement and fire/rescue units.
- Notify appropriate individuals, i.e. Administrators, Policy Group.
- Provide information, when practicable, about the incident to staff via PA system, e-mail or by phone.
- Account for all staff members by using phone or e-mail or other communication means. Attempt to determine if the shooter/stabber is still on the work site.
- Attempt to determine if the weapon has been found or secured.
- Attempt to determine if the shooter/stabber has been identified.
- Assign a liaison (preferably an administrator) to interface with law enforcement and fire department.
- Liaison can supply law enforcement with radio or phone communication, phone numbers, maps, keys, and other information deemed pertinent to the safe operation of the incident.
- Gather witnesses in secure room for law enforcement questioning. DO NOT allow witnesses to talk to one another (to protect the investigation). Assign staff to stay with witnesses until law enforcement arrives.
- Develop plan to evacuate staff to an off-site or alternate evacuation area should it be necessary to evacuate the building.
- Gather information of staff members involved in the incident.
- Prepare written statements for telephone callers and media in cooperation with law enforcement and the Senior Director. Can a message be placed on the website?
- Provide a liaison representative for family members for any injured staff members.
- Provide Crisis Response Team to provide counseling and to help deal with any psychological factors.

IF STAFF ARE OUTSIDE, THEY SHOULD BE TRAINED AND/OR INSTRUCTED TO

- Move or crawl away from gunfire, trying to put barriers between you and the shooter.

- Understand that many barriers may visually conceal a person from gunfire but may not be bulletproof.
- Try to get behind or inside a building. Stay down and away from windows.
- When reaching a relatively safe area, stay down and do not move. Do not peek or raise head.
- Listen for directions from law enforcement.
- Provide your name to work area supervisor who is accounting for all staff.
- Help others by being calm and quiet.
- Provide law enforcement with as much information as possible, such as:
  - ✓ Is suspect still on site and do you know current location?
  - ✓ Where was the specific location of occurrence?
  - ✓ Are there wounded staff members? How many?
  - ✓ Description of all weapons (hand gun, shotgun, automatic, dangerous objects, explosive devices, other).
  - ✓ Describe sound and number of shots fired.

SCENE OF INCIDENT

- The scene of an incident/crime shall be preserved.
- With the exception of rescue and law enforcement personnel, no one is allowed to enter the immediate area or touch anything.
- Any witnesses, including staff members, should be held near the area of the incident and be made available to law enforcement for questioning.
- Law enforcement responding to the incident will coordinate activities at the scene of the incident and finished, release the area to school officials when finished.

DEATH AND/OR SUICIDE

Death at a workplace is rare; however, you should be prepared in the event of a death whether it be caused by earthquake, explosion, building collapse, fire, choking, heart attack, seizure, or an incident such as a shooting/stabbing, fight, suicide, etc.
Organizations should also be prepared for the sudden, unexpected death of a staff member or a family member that does not occur on the school campus (automobile accident, sudden death, drive by shooting, gang violence, etc.).
Guidelines to utilize in the event of a death are outlined below.
DEATH OCCURS AT SCHOOL

- Call **911**. Identify your address and briefly outline the emergency and location on campus.
- Notify the school administration.
- Activate the Incident Command System if necessary and contact the school Emergency Management Team. Assign staff as needed.
- Notify the Managing Director's office.
- Isolate other staff from scene.
- If there is a death, do not move body. Law enforcement will contact the coroner's office so that the body can be removed, and any personal items of the victim can be returned to family or secured as evidence.
- DO NOT disturb or touch anything if the event is declared a crime scene.
- Secure area with yellow caution tape and assign staff to guard area.
- Gather all witnesses and place them in a secure location. Tell witnesses not to discuss any part of their observations until law enforcement arrives to interview or release them. Assign staff to monitor witnesses.
- Consider impact on staff. Activate the Crisis Response Team as appropriate.
- If the deceased is an employee, the Senior Director must notify Cal-OSHA within the 8-hour time requirement. Law enforcement or fire department may inform you they will contact Cal-OSHA; however, the School still must make certain it calls Cal-OSHA.
- Monitor staff emotional responses. Following a death there may be:
    - ✓ Self-referrals
    - ✓ Parent referrals
    - ✓ Reports and concerns expressed by relatives or good friends
    - ✓ Students who have experienced a recent loss.
- Develop a list of students and staff members that are having emotional symptoms.

HOSTAGE SITUATIONS

In any hostage situation, the primary concern must be the safety of staff.

Individuals who take hostages are frequently disturbed and the key to dealing with them is to make every attempt to avoid antagonizing them. Communication and demeanor with a hostage taker must be handled in a non-threatening, non-joking manner, always remembering that it may take very little to cause an individual to become violent.

IF THE OFFICE IS TAKEN HOSTAGE

- Do not use words such as "hostage," "captives," or "negotiate."
- Stay calm.
- No heroics, challenges or confrontation.
- Obey all commands.
- When safe, call **911**. Identify your work site and give the exact location in the building of the incident. Stay on the phone until law enforcement arrives to assume control of the situation.
- If possible, assign another staff member to notify the Site administrator.
- If possible, initiate a work site lockdown to stabilize areas around the incident and make for an easier evacuation.
- The work site emergency team shall activate the Incident Command System and make needed assignments including staging a Command Post (CP) and appointing an Incident Commander (IC).
- If possible, the emergency team should provide law enforcement with a liaison from the work site. The liaison can assist in providing name of IC, location of CP and obtaining maps, keys, radio and phone numbers, etc.
- Keep all radios, television sets, and computers turned off to minimize any possibility that suspect can hear or see "NEWS REPORTS."
- Make an effort to establish rapport with suspect. Provide your first name. Find out his/her first name and use first names, including those of other staff members involved in the situation. If you do not know first names, refer to the hostages(s) as men, and women.
- Be calm and patient and wait for help. Keep in mind that the average hostage incident lasts approximately six (6) to eight (8) hours, and the average barricade incident lasts approximately three (3) hours. TIME IS ON YOUR SIDE.
- Anticipate a point of law enforcement entry, rescue and how suspects will be apprehended.

WHEN THE HOSTAGE LOCATION IS OTHER THAN AN OFFICE

- Immediately call **911**. Identify your address and the situation, providing the exact location of the incident. STAY ON THE LINE UNTIL LAW ENFORCEMENT ARRIVES.
- While on the phone with the **911** dispatcher report the following if known:
  - ✓ Number of suspect(s)
  - ✓ Names(s) of suspect(s) (if known)
  - ✓ Description of suspect(s):
    - ➢ Male or Female
    - ➢ Race
    - ➢ Weight (Light; Lean; Heavy; Obese) stay away from using lbs.
    - ➢ Height (short; medium; tall) avoid using feet/inches
    - ➢ Hair
    - ➢ Eyes

- ➢ Approximate age
- ➢ Description of clothing
- ➢ Anything special or unusual, like:
    - o Scars
    - o Tattoos
    - o Burn marks
    - o Birthmarks
    - o Pierced body parts
    - o Jewelry

✓ Exact location of suspect (building, room) and include North, South, East or West in your directions.
✓ Approximate number of staff in hostage area.
✓ Are weapons or explosive devices involved?
✓ Have any shots been fired? If yes, describe sound and number of shots fired.
✓ Are there reports of any injuries or emergency medical needs (medication)? Describe exact location and condition of victim(s).
✓ Are there any demands the suspect has made?
✓ Is there any other background information, past problems with suspect, demeanor, possible motive, or vendettas against staff or particular staff member?

If the hostage situation is on one side of the building, law enforcement will likely want to enter from the other side. Inform law enforcement exactly where the "Hostage Situation" is located and advise law enforcement what you consider to be the best "other side" entrance for law enforcement response.

- If possible, assign another staff member to notify the Site Administrator.

WHILE WAITING FOR LAW ENFORCEMENT

- If you can safely communicate to other offices by phone, implement lockdown procedures. For this situation, **DO NOT** set off any alarms as the bell may cause staff to panic and rush into a dangerous area.
- **DO NOT EVACUATE** until instructed or escorted by law enforcement.
- Complete Staff Accountability Report.

ONCE LAW ENFORCEMENT ARRIVES

- Law enforcement will need assistance in identifying witnesses. Gather witnesses in a secure location but do not let them talk with one another (to protect the investigation).

THE SITE EMERGENCY TEAM SHOULD MAKE PLANS TO

- Establish their Command Posts and assignment of necessary personnel.
- Record all events.
- Account for all staff.
- Prepare for a possible off-site evacuation route and location.
- Establish a media staging area.
- Alert Crisis Response Team for possible counseling of staff.

HOSTILE VISITOR

A hostile visitor could be an irate parent, a staff member, a neighbor, or an acquaintance of a staff member. The situation may begin in the front office; however, the individual may bypass the office and go directly to the target

of his/her hostility. It is the responsibility of staff to protect staff, attempt to defuse the situation, and, if necessary, notify law enforcement.

UNDERSTANDING NONVERBAL MESSAGES

Body language plays a role in communication. Nonverbal cues are especially crucial when dealing with a person who is upset and potentially violent. Pay attention to signs that a person is angry or frightened. These include:

- Trembling
- Sweating
- A red face
- Crossed arms
- Clenched jaw or fists
- Shallow breathing
- Glaring or avoiding eye contact
- Pacing the floor
- Sneering
- Crying
- Ranting

SEND THE RIGHT NONVERBAL MESSAGES

Don't get too close. An angry or upset person feels threatened by someone who stands too close. Give the person two to four feet distance from you.

Avoid doing any of the following:

- Glaring or staring at the visitor
- Threatening mannerisms such as clenched fists and a raised voice.
- Getting angry

Consider doing the following:

- Be courteous and confident
- Do not touch the individual
- Protect yourself at all times
- Find another staff member to join you or keep the meeting in an open area
- Listen to the visitor, giving him/her the opportunity to vent
- Do not disregard the person's opinion or blame the person.

ATTEMPT TO USE PHRASES SUCH AS:

- What can we do to make this better?
- I understand the problem and I am concerned.
- We need to work together on this problem.

WHAT TO DO:

- As soon as possible, call **911** and stay on the line. State your address, and exact location of hostile visitor. Identify building by letter (A, B, C, D, etc.) or number and use directions (North, South, East or West) for law enforcement as they enter the grounds. Give a description of the hostile visitor.
- If possible, assign a staff member to meet law enforcement and direct them to the location.
- The staff member should unlock any gate that makes access to campus easier and faster.
- If possible, notify the Site Administrator.
- If necessary, activate the Incident Command System, using only those parts of ICS as determined by the information at hand. Expand ICS as needed.

- Use staff members to keep staff away from the location of the hostile visitor.

CHEMICAL RELEASE/ HAZARDOUS MATERIAL SPILL

A chemical release or hazardous material spill could affect one classroom, an entire worksite or larger area.

HOW SHOULD THE SCHOOL OFFICE PREPARE?

- The Emergency Management Teams should discuss and review plans to "Shelter in Place" or to "Evacuate the Area" using an alternative evacuation staging area.
- Staff should be trained to know what type of Personal Protective Equipment (PPE) and clothing to wear when handling hazardous material. The type of PPE to be worn, if any, is contained in the Safety Data Sheet (SDS).
- Staff utilizing or handling any hazardous material, should know the symptoms of exposure, emergency first aid and treatment for exposure.
- All hazardous materials should be stored in a manner prescribed on the SDS.

HOW SHOULD THE SCHOOL OR DISTRICT RESPOND?

- If a hazardous spill or chemical release occurs within any area of the School office, immediately notify **911**. Inform the dispatcher of your school/address and a brief summary of the problem including the name of the hazardous material/chemical, location of the spill and a report of any injuries, illnesses, fire, explosion, etc.
- Approach incident from upwind.
- Stay clear of all spills (vapors, fumes, smoke, fire, possibility of explosion, other).
- Notify Site Administrator.
- Activate necessary portions of Incident Command System (ICS) and appoint Incident Commander. Expand ICS as needed and make necessary assignments appropriate to incident.
- Begin documentation of events.
- The situation or advice from law enforcement, fire department or a hazardous materials unit deployed to the scene of the spill will determine whether to "Shelter-In-Place" or to "Evacuate" the building. If evacuation is ordered, instruct staff to always move crosswind and upwind. Never move downwind into a chemical. To check wind direction, look at movement of trees or flag.
- If "Sheltering-In-Place" and, if possible, shut off all air-conditioning and heating units. Close all windows and door openings and try to seal gaps under doorways and windows with wet cloth or towels.
- Close all shades or drapes. Instruct staff to stay away from windows.
- If gas or vapors have entered the building, take shallow breaths through a cloth or towel.
- Keep telephones lines clear for emergency calls.
- If an evacuation is ordered, follow all instructions.
- Upon reaching alternative evacuation area, take head count and report missing or ill staff to Incident Commander and/or law enforcement.

MEDICAL EMERGENCY

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

SOME EMERGENCY PREVENTION/PREPAREDNESS GUIDELINES

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

WHAT TO DO IF A MEDICAL EMERGENCY OCCURS

- Assess seriousness of injury and/or illness by doing START (Simple Triage and Rapid Treatment, commonly called Thirty-Two-Can Do). If a staff member fails any of the three simple tests (Respirations, Perfusion, and Mental), their medical status is IMMEDIATE (RED). Administer first aid or CPR as needed.
- Call **911** and be prepared to provide:
  - ✓ Your address, building letter (A, B, C, D, etc.), room or floor number
  - ✓ Describe illness or type of injury
  - ✓ How the illness or type of injury occurred
  - ✓ Age of ill or injured staff member
  - ✓ Quickest way for ambulance to enter location on site
- Notify the Senior Director.
- Assign a staff member to meet and direct rescue services to location of injured party.
- Notify staff member's family of situation, including type of injury/illness, medical care being given and location where staff has been transported.
- When appropriate, advise other staff of situation.
- Follow-up with staff member's family.

GAS ODOR/LEAK

Natural gas has an additive that gives off a distinct odor allowing you to detect (smell) a leak. In most cases, handling a gas leak involves:

- Isolating the area and moving staff to safety.
- Eliminating potential ignition sources.
- Securing the leak.

The primary responsibility of the worksite staff is to determine how to safely house or evacuate staff and to protect property. The following agencies should be contacted:

- Fire Department (Call **911)**
- Site Administrator. Have a phone number for a point of contact if a leak is detected after business hours. (see emergency contact list)
- Local Gas Company

GAS ODOR OR LEAK INSIDE A BUILDING

- Evacuate the building(s) and move to a safe assembly area as far away as possible from the targeted building.
- Assign Emergency Management Team members to direct staff evacuating other buildings to stay away from the building with odor/leak.
- If necessary, activate the Incident Command System and establish Command Post.
- Begin completing Staff Accountability Report.
- Report any missing students and staff to Command Post.
- Assign a liaison to interact with Fire Department, Gas Company or law enforcement.

IF GAS ODOR OR LEAK IS DETECTED OUTSIDE THE BUILDING

- It may not be necessary to evacuate the building. Evacuation is called for only if odor seeps into a building.

SHELTER-IN-PLACE PROCEDURES

Why You Might Need to Shelter-In-Place

Chemical, biological, or radiological contaminants may be released accidentally or intentionally into the environment. Should this occur, information will be provided by local authorities, TV or radio on how to protect staff. Because information will most likely be provided on television and radio, it is important to keep a TV or radio on, even during the workday or instructional time. The important thing is for you to follow instructions of local authorities.

Following Are Actions to Follow at Your Worksite:

- Follow reverse evacuation procedures to bring students and staff indoors.
- If there are visitors in the building, provide for their safety by asking them to stay. When authorities provide directions to "shelter-in-place", they want everyone to take those steps now, where they are, and not drive or walk outdoors.
- Provide for answering telephone inquiries by having at least one telephone available in the room selected to provide shelter for the Office Manager, or the person designated to answer these calls. This room should also be sealed. There should be a way to communicate among all rooms where staff are sheltering-in-place.
- Ideally, provide a way to make announcements over the public address system from the room where the site administrator takes shelter.
- Provide directions to close and lock all windows, exterior doors and any other openings to the outside.
- If there is danger of an explosion, direct that window shades, blinds, or curtains be closed.
- Have employees familiar with the building's mechanical system turn off all fans, heating and air conditioning systems. Some systems automatically provide for exchange of inside air with outside air – these systems, in particular, need to be turned off, sealed, or disabled.
- Gather essential disaster supplies, such as nonperishable food, bottled water, battery-powered radios, first aid supplies, flashlights, batteries, duct tape, plastic sheeting and plastic garbage bags.
- Designate interior rooms(s) above the ground floor with the fewest windows or vents. The room(s) should have adequate space for everyone to be able to sit in. Avoid overcrowding by selecting several rooms if necessary. Large storage closets, utility rooms, meeting rooms, or conference room without exterior windows will also work well.
- Call emergency contacts and have the phone available if you need to report a life-threatening condition.
- Bring everyone into the rooms that have been designated. Shut and lock the door.
- Use duct tape and plastic sheeting (heavier than food wrap) to seal all cracks around the doors and any vents into the room. Consider precutting plastic sheeting to seal windows, doors, and vents. Each piece should be several inches larger than the space you want to cover so that it lies flat against the wall or ceiling/. Label each piece with the location of where it fits.

EXTENDED POWER LOSS

In the event of extended power loss to a facility certain precautionary measures should be taken depending on the geographical location and environment of the facility:

- Unnecessary electrical equipment and appliances should be turned off in the event that power restoration would surge causing damage to electronics and effecting sensitive equipment.
- Facilities with freezing temperatures should turn off and drain the following lines in the event of a long-term power loss.
    - Fire sprinkler system
    - Standpipes
    - Potable water lines
    - Toilets
- Add propylene-glycol to drains to prevent traps from freezing
- Equipment that contain fluids that may freeze due to long term exposure to freezing temperatures should be moved to heated areas, drained of liquids, or provided with auxiliary heat sources.

Upon Restoration of heat and power:

- Electronic equipment should be brought up to ambient temperatures before energizing to prevent condensate from forming on circuitry.
- Fire and potable water piping should be checked for leaks from freeze damage after the heat has been restored to the facility and water turned back on.

GUIDELINES FOR SPEAKING TO THE MEDIA

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

- **READ** all press statements
- **Re-state** the nature of the incident; its cause and time of origin
- **Describe** the size and scope of the incident
- **Report on** the ***current*** situation
- **Speak about the resources** being utilized in response activities
- **Reassure** the public that everything possible is being done
- **DO NOT release any names**
- **When answering questions** be truthful; but consider the emotional impact the information could have upon listeners
- **Avoid speculation**; do not talk "off the record"
- **Do not use** the phrase "no comment"
- **Set up** press times for updates
- **Control** media location

****SAMPLE PRESS RELEASE****

Event: EARTHQUAKE **Date: MARCH 1, xxx**

Release #: 001 **Time: 8:00 A.M.**

TITLE OF RELEASE: LARGE EARTHQUAKE CAUSES MODERATE DAMAGE TO SCHOOL OFFICES IN GENERIC COUNTY

FOR IMMEDIATE RELEASE

EXAMPLE…….At 5:25 a.m. on March 1, 2006 an earthquake measuring 7.2 on the Richter Scale caused moderate damage to the NAME OF SCHOOL located at 1234 Anywhere Blvd. in Our Town, CA. There are no reports of injuries available. Search and Rescue crews are searching the building at this time. Roadways leading to the location have been damaged and an overpass on Hwy. 101 leading to the location has been damaged and is closed. The public is asked to remain clear of the area to allow emergency responders to access the site. Parents are asked NOT to go to the location as this will hamper rescue efforts.

School Districts throughout the county are instructed to call in to the County Office of Education at -(XXX) XXX-XXXX - to report any damage or injuries to their own buildings or their school sites following established school closure procedures.

Due to the magnitude of the earthquake and the damage throughout the county, the County Operational Area Emergency Operations Center has been activated. Additional information can be obtained by called the Op Area Public Information Hotline at XXX-XXXX.

Further details will be provided when available.

Next Scheduled Release: As needed

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Comprehensive School Safety Plan

The Cottonwood School
Section C: Disaster Procedures
Part 2: Biological/Chemical Weapons Assault

Biological and chemical weapons are unconventional warfare tactics that can be deployed upon the public with little or no notice. Such weapons typically involve microscopic materials that may be organic or synthetically manufactured in laboratories. Biological or chemical weapons can be in powder form, liquid, or vaporous. Agents used in biological/chemical attacks include, but are not limited to: anthrax, smallpox, other harmful viruses, various forms of nerve gas, tear gas, and other vaporous irritants. Pranks using stink bombs should also be considered a chemical weapons attack.

There are several possible dispersion techniques to deliver biological and chemical agents. The following procedures should be utilized in the event of an assault involving biological or chemical weapons.

Any possible biological/chemical weapons assault should be reported immediately to the Senior Director.

The Senior Director should notify law enforcement authorities immediately.

As necessary alert all site employees of the situation by intercom.

If the agent is delivered via aircraft:

- All staff and students should be moved indoors.
- Keep students inside and take roll.
- Close and secure all doors and windows.
- Ensure that the HVAC is shut down.
- Cover vents with plastic or thick paper using tape to create a seal.
- Inspect all windows and doors for cracks, gaps, or holes. Cover any with plastic or thick paper using tape to create a seal.
- Remain in this area until notified to leave by the Senior Director, Senior Director's designee or officers of emergency response agencies.
- Immediately report any injuries or illnesses to the Senior Director, Senior Director's designee or officers of emergency response agencies.

Comprehensive School Safety Plan

The Cottonwood School
Section 3: Disaster Procedures
Part 2: Biological/Chemical Weapons Assault

If the agent is delivered via dispersion device that is outdoors:

- All staff and students should be moved indoors.
- Keep students inside and take roll.
- Close and secure all doors and windows.
- Ensure that the HVAC is shut down.
- Cover vents with plastic or thick paper using tape to create a seal.
- Inspect all windows and doors for cracks, gaps, or holes. Cover any with plastic or thick paper using tape to create a seal.
- Remain in this area until notified to leave by the Senior Director, Senior Director's designee or officers of emergency response agencies.
- Immediately report any injuries or illnesses to the Senior Director, Senior Director's designee or officers of emergency response agencies.

If the agent is delivered via dispersion device that is indoors:

- All staff and students should be evacuated to the school's normal outdoor evacuation assembly area unless that area may be affected by the assault. Role should be taken.
- Remain in this area until notified to leave by the Senior Director, Senior Director's designee or officers of emergency response agencies.
- The HVAC system should be shut down.

If the agent is delivered via the school's HVAC system:

- All staff and students should be evacuated to the school's normal outdoor evacuation assembly area unless that area may be affected by the assault. Role should be taken.
- Remain in this area until notified to leave by the Senior Director, Senior Director's designee or officers of emergency response agencies.
- The HVAC system should be shut down.

In any situation involving biological or chemical weapons the Senior Director and staff must follow all instructions given by officers of emergency response agencies. The Cottonwood School EOC will develop an action plan to handle telephone inquiries, rumor control, media relations, public information, employee/student crisis counseling, and facility damage assessment/control

Comprehensive School Safety Plan

The Cottonwood School
Section 3: Disaster Procedures
Part 3: Bomb Threat Procedures

If you observe a suspicious object or potential bomb on property, DO NOT HANDLE THE OBJECT, IMMEDIATELY NOTIFY 911.

1. Receiving the Call

Make every attempt to keep the caller on the phone as long as possible to gain information. Try if possible, to determine the gender and age of caller. Try if possible, to get the caller to tell you the exact location of the bomb and the time of threatened detonation.

2. Notification Procedures

School Location communicate the above information to the following in this order:

- School Senior Director/Administrator
- Assistant Senior Directors or Deans
- Regional Coordinators
- Director of Student Activities

The Senior Director/Administrator will notify local law enforcement and The Cottonwood School District office.

District Office will communicate the above information to the Executive Director's Office. The Executive Director's office will notify local law enforcement.

Strictly follow the above notification procedures and do not discuss or notify others of the bomb threat since this may create an unwarranted panic response at the facility.

3. Action Plan Procedures

If required to develop an action plan, the Senior Director/administrator may consult with the following: Senior Directors and other administrators utilizing their expertise.

If the location of the bomb is not specifically designated, students will be kept in a secure location.

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Section 3: Disaster Procedures
Part 3: Bomb Threat Procedures

The Senior Director will make the decision to evacuate the building. However, if possible, this decision should be made in conjunction with law enforcement authorities after they arrive at the location.

The decision to search the building will be made in conjunction with law enforcement authorities and performed by them.

Reoccupation of an evacuated building will be authorized by the Senior Director only after consulting with law enforcement authorities.

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The Cottonwood School
Section 3: Disaster Procedures
Part 4: Chemical or Hazardous Material Incident

If a hazardous material incident occurs off site, stay indoors and close all doors and windows (referred to as taking “Shelter in Place”).

Notify **911** of the Chemical or Hazardous Material Incident.

If possible, determine the location of the spill in relation to facility buildings and wind direction.

Do not evacuate buildings until you are sure you will not be evacuating into an area which may be more hazardous.

Follow all instructions given by the Fire Department when they arrive at the facility.

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The Cottonwood School
Section 3: Disaster Procedures
Part 5: Earthquake Procedures

Indoors
DUCK, COVER, AND HOLD.
Get under desk or table. Move away from windows and objects that could fall. Stay under desk or table until shaking stops.

Outdoors
Move away from building, utility poles and vehicles. Avoid all down wires or electrical lines. Do not run.

In School Bus
Stop vehicle in safe location away from power lines, overpasses or large buildings. Stay in vehicle and establish radio contact with Transportation and/or District E.O.C.

General
Be prepared for immediate aftershocks and ground motion

Evaluate immediate area for earthquake related hazards (fire, building collapse, gas leaks, broken electrical lines, wires etc.)

Evaluate immediate area (classroom, bus, etc.) for injuries or medical aid situations.

Call 9-1-1, if you have an immediate emergency such as a fire or serious injury.

Assist injured with First Aid treatment

Do not evacuate buildings or vehicles unless you have a hazard-related reason to do so.

Conduct a headcount to account for all personnel and students

Establish communications with your supervisor, Senior Director or District EOC and follow emergency checklist and procedures.

Assist any police or fire units that respond to your location.

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The Cottonwood School
Section 3: Disaster Procedures
Part 6: Explosion, Aircraft Crash or Similar Incident

If possible, Duck and Cover under a desk or table.

Notify **911** of the explosion or crash

Assist any injured requiring first aid treatment

If necessary because of fire, building damage etc., evacuate building

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

Go to an outdoor evacuation/assembly area which is hazard free and not affected by the explosion or crash.

Keep fire lanes, streets and walkways open for emergency responders.

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

Do not return to buildings until authorized by fire department or Senior Director

Information is provided to students at times of state testing, ingress and egress, safety

Comprehensive School Safety Plan

The Cottonwood School
Section 3: Disaster Procedures
Part 7: Fire Procedures

Call **911** to report a fire, stay one line and give specific information (name, address of school or facility).

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

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

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

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

When evacuating buildings walk, do not run.

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

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

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

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

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

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

If the fire is off site, wait for instructions from the Senior Director or District SENIOR DIRECTOR'S DESIGNEE.

Comprehensive School Safety Plan

The Cottonwood School
Section 3: Disaster Procedures
Part 8: Flood Procedures

If a flood warning is received by a District school or location, notify The Cottonwood School Senior Director immediately.

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

Based upon the specific threat, The Cottonwood School EOC in conjunction with the Operational Area EOC and SEMS system will develop an action plan to protect personnel, students and facilities.

Evacuation of specific schools, facilities or areas will be directed by The Cottonwood School EOC in coordination with SEMS.

Comprehensive School Safety Plan

The Cottonwood School
Section 3: Disaster Procedures
Part 9: Lockdown/Civil Unrest Procedures

Any threatening disturbance should be reported immediately to the Senior Director/Administrator.

If the disturbance is affecting normal school or facility operations, the Senior Director/Administrator should notify law enforcement authorities immediately.

As necessary, alert all site employees of the situation by intercom, Site staff must follow the instructions below:

If you are inside:

- Close and lock all doors and windows immediately upon notification of situation
- Keep all students inside and take roll
- If feasible, move all students to a center point and keep low to the ground. Stay away from all doors and windows.
- Never open the door or window to anyone
- Keep students inside classroom, regardless of lunch or recess until you are told by the Senior Director or Senior Director's designee that the situation has been resolved.

If you are outside:

- Immediately have students and staff seek shelter if it is safe to do so. Drill with students and staff to go to the nearest room to them.
- If shelter is not available, ensure students lie flat on the ground immediately.
- Children in restrooms should be instructed to stay there until directed to exit by the Senior Director or Senior Director's designee.

If situation is violent and may include the use of firearms, the Senior Director or Senior Director's designee should instruct all staff and students to lie face down on the floor and remain immobile.

Senior Director and staff must follow all instructions given by responding law enforcement.

If the event is major, the Senior Director will activate The Cottonwood School EOC to develop an Action Plan to deal with the situation as well as the following:

A. Telephone inquiries and rumor control
B. Media relations and public information
C. Employee/Student crisis counseling
D. Facility damage assessment/control

Comprehensive School Safety Plan

The Cottonwood School
Section 3: Disaster Procedures
Part 10: Severe Windstorm Procedures

If a severe wind warning is received at District location, notify The Cottonwood School Senior Director immediately.

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

Based upon the specific threat, The Cottonwood School EOC in conjunction with the Operational Area EOC or City EOC will develop an action plan to protect personnel, students and facilities.

In general, if severe winds are affecting a school or facility, employees and students should be moved to the interior core area of the building (inside wall on the ground floor) away from outside windows and doors.

Close all windows and blinds and avoid auditoriums, gymnasiums and other building locations that have large roof areas or spans.

Avoid all areas that have large concentrations of electrical equipment or power cables.

Evacuation of specific schools, facilities or areas will be directed by The Cottonwood School EOC in coordination with SEMS.

Comprehensive School Safety Plan

The Cottonwood School
Section 3: Disaster Procedures
Part 11: Suspicious Mail/Packages

All incoming mail and packages should be handled with caution.

Below are Indicators of suspicious mail and steps to take in the event that suspicious mail is received.

Mail that …
… is unexpected or from an unfamiliar source
… has excessive postage
… is addressed to someone who no longer works in The Cottonwood School
… is addressed to a current employee but with the wrong title
… contains several misspelled words on the envelope
… marked with restrictive endorsements such as “Personal” or “Confidential”
… has no return address or an address that cannot be verified
… mail that is from a foreign country
… shows a city or state in the postmark that doesn’t match the return address
… is lopsided, oddly shaped, or has an unusual weight, given its size
… has protruding wires, strange odors or stains
… has powdery substance on the outside
… has an unusual amount of tape on it
… is ticking or making unusual sounds

Not all mail comes perfectly packaged or with accurate information on it, so it is important that employees handling mail remain sensible in the screening of mail. However, prudent scrutiny conducted in a reasonable manner can greatly reduce the school’s chances of becoming the victim of attack by mail.

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Section 3: Disaster Procedures
Part 11: Suspicious Mail/Packages

What to do with suspicious mail (general response):

- Do not try to open the package or envelope.
- Do not sniff, taste or shake the package.
- Isolate the package.
- Evacuate the immediate area; close the door.
- Contact your supervisor and call **911**.

Response to mail suspected of delivering biological/chemical agents in powder form:

- Do not open an envelope or package with powder on the outside.
- If powder is spilled from an envelope or package, do not try to clean up the powder.
- Cover the spilled contents immediately with anything (clothing, paper, trash can).
- Do not remove this cover.
- Leave the room and close the door or otherwise prevent access to the room.
- Wash your hands with soap and hot water.
- Ensure that everyone who had contact with the piece of mail washes his/her hands with soap and hot water.
- Notify your supervisor.
- Supervisor should immediately contact the local police (**911**) or the U.S. Postal Inspection Service (626-405-1200).
- Supervisor should notify The Cottonwood School s Office.
- Remove heavily contaminated clothing as soon as possible and place inside a plastic bag or some other container that can be sealed. This clothing should be given to the responding emergency response units.
- Shower with soap and water as soon as possible. Do not use bleach or other disinfectant on your skin.
- Make a list of all the people who were in the room or area, especially those who had contact with the envelope or package. Provide this list to the emergency response teams investigating the incident.
- Investigators will remove the envelope or package and conduct a thorough check of the area for contamination.
- If you are prescribed medicine as a result of this exposure, take it until instructed or until it runs out.

NOTE: Contacting the U.S. Postal Service is less likely to create a media event than the local police but their response may be slower.

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The Cottonwood School
Section D: Suspension/Expulsions Policies and Procedures - Ed Code 48915
Part 1: Definitions/Due Process/Rules and Procedures of School Discipline/Process and Procedures

The Cottonwood School
– Suspension and Expulsion/Due Process/Rules and Procedures of School Discipline

Note on Education Code: This requirement refers to EC 35291.5. This section reads:

35291.5. (a) On or before December 1, 1987, and at least every four years thereafter, each public school may, at its discretion, adopt rules and procedures on school discipline applicable to the school. For schools that choose to adopt rules pursuant to this article, the school discipline rules and procedures shall be consistent with any applicable policies adopted by the governing board and state statutes governing school discipline. In developing these rules and procedures, each school shall solicit the participation, views, and advice of one representative selected by each of the following groups: (1) Parents. (2) Teachers. (3) School administrators. (4) School security personnel, if any. (5) For junior high schools and high schools, pupils enrolled in the school... (b) The governing board of each school district may prescribe procedures to provide written notice to continuing pupils at the beginning of each school year and to transfer pupils at the time of their enrollment in the school and to their parents or guardians regarding the school discipline rules and procedures adopted pursuant to subdivision (a)…(d) The governing board may review, at an open meeting, the approved school discipline rules and procedures for consistency with governing board policy and state statutes.

The Cottonwood School includes rules and guidelines in the: Student/Parent Handbook. Given to all families upon enrollment.

Board Policy for Suspensions and Expulsions

Philosophy of Student Discipline

Our focus for all students is to be respectful and supportive of each other.

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Process and Procedures

Level I - Immediate Redirection and Verbal Reprimand

Minor issues that are resolved by the supervising adult; behavior is seen as a learning opportunity and is expected to be corrected with no additional interventions; office referral is only needed if the student fails to correct behavior (mostly classroom managed behavior)

Level II - Learning Opportunity~Office Referral, Parent contact, Counselor

Common misbehaviors needing redirection; again seen as a learning opportunity to be handled between the student and supervising adult; in some cases office referral and parent notification is required (mostly managed with teacher)

Level III – Immediate Administrative referral; Parent Contact/Written Documentation, suspensions, Law Enforcement

Severe misbehaviors with potentially strong consequences including school suspensions and legal involvement; supervising adult is not expected to engage in any learning, but rather immediately refer student to the office and insure the safety of staff and students (managed by director)

Administrative Referral

In some cases, student behaviors do not get corrected, or are so severe that they do not allow for a safe and purposeful learning environment. By referring a student to an administrator, the teacher is seeking additional resources to assist in the correction of the behavior. At this point, parents and school administration join the teacher in attempts to meet the behavioral needs of the student.

The following process will be used for all office referrals:

- Student is referred to Administration by supervising adult
- Student completes reflection questions related to incident
- Referral form is returned to the teacher for comments
- Parental contact is made by the student or staff member to explain incident and schedule detention
- Referral form is returned to the Senior Director or designee
- Student conference with the Senior Director is scheduled

- Follow-up phone call from Administration is made when necessary
- Harassment Complaints- Students are occasionally the victim of bullying or harassing behaviors. While common in the school setting, such behaviors are not acceptable and will not be tolerated at any function of our school community.

The following process is designed to assist students who believe they are the victim of such behaviors:

- Student informs teacher or staff person of situation
- Student reports to the office to complete a confidential "Harassment Complaint Form"
- Administrator investigates allegations

Typical consequences for a bully/harasser are as follows:

Warning- conference with Senior Director or designee discussing allegations, perceived intentions and future consequences; student is informed that such behavior, as well as any retaliation, will not be tolerated.

Parental Conference- Sharing the dangers of bully/harassing behaviors for both parties.

Suspension- To insure the safety of staff and students, various forms of suspension may be used in efforts to correct student behavior.

Expulsion- If bullying/harassment continues or if any given incident is so severe that a safe learning environment cannot exist, the Senior Director will recommend the expulsion of the offending student.

– The Cottonwood School is committed to promoting learning and protecting 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 describes the non-charter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

The purpose of the – The Cottonwood School Governing Board approving this Suspension and Expulsion Policy is to accomplish the following:

1. Establish the Responsibility of the Charter School
2. Identify the Grounds for Suspension and Expulsion of Students
3. Identify Enumerated Offenses
4. Outline Suspension Procedures
5. Outline the Authority to Expel
6. Outline Expulsion Procedures
7. Outline Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses
8. Identify the Record of Hearing
9. Identify the Presentation of Evidence
10. Outline the Written Notice to Expel
11. Outline the Maintenance of Disciplinary Records
12. Identify a Student's Right to Appeal
13. Outline Expelled Students/Alternative Education
14. Outline Rehabilitation Plans
15. Outline the Readmission Process

1. Responsibility of the Charter School: When the policy is violated, it may be necessary to suspend or expel a student from the Charter School. This policy shall serve as the Charter School's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Parent-Student Handbook and will clearly describe discipline expectations. Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff, or other persons or to prevent damage to school property.

The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

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A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom 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. Additional detail follows below.

2. Grounds for Suspension and Expulsion of Students: A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

3. Enumerated Offenses:

· Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the student:

· Caused, attempted to cause, or threatened to cause physical injury to another person.

· Willfully used force of violence upon the person of another, except self-defense.

· Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.

· Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

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- Committed or attempted to commit robbery or extortion.
- Caused or attempted to cause damage to school property or private property.
- Stole or attempted to steal school property or private property.
- Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited, to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a student.
- Committed an obscene act or engaged in habitual profanity or vulgarity.
- Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
- Knowingly received stolen school property or private property.
- Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.

- Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

- Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.

- Made terrorist threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.

- Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to students in any of grades 4 to 12, inclusive.

- Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to students in any of grades 4 to 12, inclusive.

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· Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to students in any of grades 4 to 12, inclusive.

· Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

1. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

i.Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.

ii.Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.

iii.Causing a reasonable student to experience substantial interference with his or her academic performance.

iv.Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

2. "Electronic Act" means the transmission by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

i.A message, text, sound, or image.

ii.A post on a social network Internet Web site including, but not limited to:

a. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.

b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.

c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.

iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

· A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).

· Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Director or designee's concurrence.

- Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the student:

    - Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Director or designee's concurrence.

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- Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the student:

· Caused, attempted to cause, or threatened to cause physical injury to another person.

· Willfully used force of violence upon the person of another, except self-defense.

· Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.

· Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

· Committed or attempted to commit robbery or extortion.

· Caused or attempted to cause damage to school property or private property.

· Stole or attempted to steal school property or private property.

· Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a student.

· Committed an obscene act or engaged in habitual profanity or vulgarity.

· Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.

- Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.

- Knowingly received stolen school property or private property.

- Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.

- Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.

- Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

- Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.

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Made terrorist threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.

- Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to students in any of grades 4 to 12, inclusive.

- Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to students in any of grades 4 to 12, inclusive.

- Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to students in any of grades 4 to 12, inclusive.

- Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

Comprehensive School Safety Plan

The Cottonwood School
Section D: Suspension/Expulsions policies and procedures - Ed Code 48915
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1. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including acts one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.

ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.

iii. Causing a reasonable student to experience substantial interference with his or her academic performance.

iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

2. "Electronic Act" means the transmission by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

i. A message, text, sound, or image.

ii. A post on a social network Internet Web site including, but not limited to:

a. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.

b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.

c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.

iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

· A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).

· Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Director or designee's concurrence.

- Non-Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the student:

· Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Director or designee's concurrence.

If it is determined by the Board of Directors that a student has brought a fire arm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994.

Comprehensive School Safety Plan

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The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

4. Suspension Procedure: Suspensions shall be initiated according to the following procedures:

· Conference: Suspension shall be preceded, if possible, by a conference conducted by the Director or the Director's designee with the student and his or her parent and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Director or designee.

The conference may be omitted if the Director or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense. This conference shall be held within two school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a student for failure of the student's parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent or guardian at the conference.

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Comprehensive School Safety Plan

The Cottonwood School
Section D: Suspension/Expulsions policies and procedures - Ed Code 48915
Part 1: Definitions/Due Process/Rules and Procedures of School Discipline/Process and Procedures

Notice to Parents/Guardians: At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

· Suspension Time Limits/Recommendation for Expulsion: Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of Expulsion by the Director or Director's designee, the student and the student's guardian or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Director or designee upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing.

2. **Authority to Expel:** A student may be expelled either by the Charter School Board following a hearing before it or by the Charter School Board upon the recommendation of an Administrative Panel to be assigned by the Board as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the student or a Board member of the Charter School's governing board. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense.

6. **Expulsion Procedures:** Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Director or designee determines that the Student has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under FERPA) unless the Student makes a written request for a public hearing three (3) days prior to the hearing.

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 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.

7. 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.

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Comprehensive School Safety Plan

The Cottonwood School
Section D: Suspension/Expulsions policies and procedures - Ed Code 48915
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The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days' notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.

- The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.

- At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.

- The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.

- The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.

- Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.

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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 person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.

- The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.

- Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.

- Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

8. **Record of Hearing:** A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

9. **Presentation of Evidence:** While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing.

If the Administrative Panel decides not to recommend expulsion, the student shall immediately be returned to his/her educational program.

10. **Written Notice to Expel:** The Director or designee, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The Director or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

11. **Disciplinary Records:** The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the authorizer upon request.

12. **Right to Appeal:** Per AB 1360, a student being expelled or suspended will be provided "oral or written notice of the charges against the student," "an explanation of the evidence that supports the charges and an opportunity for the student to present his or her side of the story," and/or the opportunity for "a hearing adjudicated by a neutral officer within a reasonable number of days at which the student has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the student has the right to bring legal counsel or an advocate." Moreover, for any non-voluntary removal, the student's parent or guardian will be given written notice of intent to remove the student no less than 5 school days in advance, and the parent/guardian will be given the right to challenge the non-voluntary removal under the same procedures as an expulsion.

13. **Expelled Students/Alternative Education:** Students who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

14. **Rehabilitation Plans:** Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the student may reapply to the Charter School for readmission.

15. **Readmission:** The decision to readmit a student or to admit a previously expelled student from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Director or designee and the student and guardian or representative to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Director or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The student's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission.

Comprehensive School Safety Plan

The Cottonwood School
Section E: Procedures to Notify Teachers of Dangerous Pupils - Ed Code 49079
Part 1: Notifying Teachers of Dangerous Pupils

When the Senior Director at The Cottonwood School is aware that a student has caused or tried to cause another person serious bodily injury, or any injury that requires professional medical treatment, a separate and confidential file is created for that child. Information based upon written District records or records received from a law enforcement agency are contained in the file.

When such a student is assigned to a teacher, the Senior Director shall provide the teacher with written notification. The teacher is asked to review the student's separate and confidential file in the office. Teachers are informed that such information is to be kept in strictest confidence and is to disseminate no further.

Excerpts from the California Education Code and the California Penal Code are presented below.

From California Education Code Section 49079

(a) A school district shall inform the teacher of every student who has caused or who has attempted to cause serious bodily injury to another person, as defined in paragraphs (5) and (6) of subdivision (e) of Section 243 of the Penal Code, to another person. The Cottonwood School shall provide the information to the teacher based on any written records that The Cottonwood School maintains or receives from a law enforcement agency regarding a student described in this section.

(b) No school district shall be liable for failure to comply with this section if, in a particular instance, it is demonstrated that The Cottonwood School has made a good faith effort to notify the teacher.

(c) The information provided shall be from the previous three (3) school years.

(d) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

Comprehensive School Safety Plan

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

From California Penal Code Section 243(e) – Paragraphs 5 and 6

(5) … "Injury" means any physical injury which requires professional medical treatment.

(6) …"Custodial Officer" means any person who has the responsibilities and duties and who is employed by a law enforcement agency of the city or county or who performs those duties as a volunteer.

The Cottonwood School – Employee Security

Notice Regarding Student Crimes and Offenses

The Senior Director or designee shall inform the teacher of every student who has engages in, or is reasonably suspected to have engaged in, any act during the previous three years which could constitute grounds for suspension or expulsion, with the exception of the possession or use of tobacco products. This information shall be based upon written district records or records received from a law enforcement agency. (California Education Code 49079).

When informed pursuant to Welfare and Institutions Code 828.1 that a student has committed crimes unrelated to school attendance which do not therefore constitute grounds for suspension or expulsion, the Senior Director or designee may so inform any teacher, counselor or administrator whom he/she believes needs this information in order to work with the student appropriately, avoid being needlessly vulnerable, or protect others from needless vulnerability. The Senior Director or designee shall consult with the Senior Director of the school which the student attends in order to identify staff that should be so informed. (California Welfare and Institutions Code 828.1).

Teachers shall receive the above information in confidence and disseminate it no further.
(California Education Code 49079, California Welfare and Institutions Code 828.1).

The Senior Director or designee shall maintain the above information in a separate confidential file for each student. When such a student is assigned to a class/program, the Senior Director or designee shall notify the teacher in writing and ask the teacher to initial this notice, return it to the Senior Director or designee, and review the student's file in the school office. This notification shall not name or otherwise identify the student.

The Senior Director or designee shall notify all certificated personnel who are likely to come into contact with the student, including the student's teachers, special education teachers, coaches and counselors.

Comprehensive School Safety Plan

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

From The Cottonwood School Employee Security (Continued)

The teacher shall initial the student's file when reviewing it in the school office. Once The Cottonwood School has made a good faith effort to comply with the notification requirement of Education Code 49079, a teacher's failure to review the file may be construed as a waiver of The Cottonwood School's liability.

Comprehensive School Safety Plan

The Cottonwood School
Section F: Discrimination and Sexual Harassment Policy
Part 1: General Information

The administration, teachers and staff at The Cottonwood School actively strive to eliminate acts of discrimination and sexual harassment at the school. All personnel are aware of the mandates from the State of California, the California Department of Education, and the Board of Education of the The Cottonwood School and support them fully. All personnel have received instruction regarding the recognition, prevention, and reporting of acts of discrimination and sexual harassment. It is important that parents understand the provisions regarding sexual harassment and, in particular, student-to-student harassment.

The Cottonwood School is committed to ensuring a professional work and learning environment without discrimination, harassment, intimidation, or bullying on the basis of race, religious creed (including religious dress and grooming practices), color, national origin (including language use restrictions), immigration status, citizenship status, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy or childbirth), gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or association with a person or group with one or more of the aforementioned characteristics or any other legally protected category.

Comprehensive School Safety Plan

The Cottonwood School
Section F: Discrimination and Sexual Harassment Policy
Part 2: Sexual Harassment – All Personnel

The Cottonwood School
– Sexual Harassment

The Governing Board prohibits sexual harassment in the working environment of district employees or applicants by any person in any form.

Employees who permit or engage in such harassment may be subject to disciplinary action up to and including dismissal.

Any employee or applicant for employment who feels that he/she or another individual at The Cottonwood School is being sexually harassed should immediately contact his/her supervisor, Senior Director, other district administrator, or the Senior Director or designee in order to obtain procedures for reporting a complaint.

Any supervisor who receives a harassment complaint shall notify the Senior Director or designee, who shall ensure that the complaint is appropriately investigated.

The district prohibits retaliatory behavior against any complainant or any participant in the complaint process. Each complaint of sexual harassment shall be promptly investigated in a way that respects the privacy of all parties concerned.

The Cottonwood School - 4119.11, 4219.11, 4319.11 – Sexual Harassment

Sexual harassment is a form of harassment based on sex, including sexual harassment, gender harassment and harassment based on pregnancy, childbirth or related medical conditions. It generally involves unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender–based harassment of a person of the same sex as the harasser. The following is a partial list of violations:

- Unwanted sexual advances
- Offering educational benefits in exchange for sexual favors
- Making or threatening reprisals after a negative response to sexual advances
- Visual conduct: Leering, making sexual gestures, displaying of suggestive objects or pictures, cartoons or posters
- Verbal conduct: Making or using derogatory comments, epithets, slurs and jokes
- Verbal sexual advances or propositions
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes or invitations

- Physical conduct: Touching, assault, impeding or blocking movements

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, or other verbal, visual, or physical conduct of a sexual nature made by someone from or in the work or educational setting when:

1. Submission to the conduct is made either expressly or by implication in terms or condition of any individual's employment.

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

3. The conduct has the purpose or effect of unreasonably interfering with an individual's work or academic performance or of creating an intimidating, hostile, or offensive working or educational environment, or of adversely affecting the student or employee's performance, evaluation, advancement, assigned duties, or any other condition of education, employment or career development.

4. Submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

Other examples of sexual harassment, whether committed by a supervisor or any other employee, are:

1. Unwelcome leering, sexual flirtations or propositions.

2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions.

3. Graphic verbal comments about an individual's body, or overly personal conversation.

4. Sexual jokes, stories, drawings, pictures, or gestures.

5. Spreading sexual rumors.

6. Touching an individual's body or clothes in a sexual way.

7. Cornering or blocking of normal movements.

8. Displaying sexually suggestive objects in the educational or work environment.

9. Any act of retaliation against an individual who reports a violation of The Cottonwood School's sexual harassment policy or who participates in the investigation of a sexual harassment.

Each Senior Director and supervisor has the responsibility of maintaining an educational and work environment free of sexual harassment. This responsibility includes and/or discussing The Cottonwood School's sexual harassment policy with his/her students and/or employees and assuring them that they are not

required to endure sexually insulting, degrading, or exploitive treatment or any other form of sexual harassment.

Comprehensive School Safety Plan

The Cottonwood School
Section F: Discrimination and Sexual Harassment Policy
Part 2: Sexual Harassment – All Personnel

Notifications

A copy of The Cottonwood School's policy on Harassment in Employment shall:

1. Be available, accessible, and displayed in a prominent location in the School's digital manual.
2. Be provided to all staff members at the beginning of the first semester of the school year, or whenever a new employee is hired.
3. Appear in any school or district publication that sets forth the school or district's comprehensive rules, regulations, procedures, and standards of conduct.

All employees shall receive either a copy of information sheets prepared by the California Department of Fair Employment and Housing or a copy of district information sheets that contain, at a minimum, components on:

1. The illegality of sexual harassment.
2. The definition of sexual harassment under applicable state and federal law.
3. A description of sexual harassment with examples.
4. The district's complaint process available to the employee.
5. The legal remedies and complaint process available through the Fair Employment and Housing Department and Commission.
6. Direction on how to contact the Fair Employment and Housing Department and Commission.

Comprehensive School Safety Plan

The Cottonwood School
Section F: Discrimination and Sexual Harassment Policy
Part 3: Sexual Harassment – Students

The Cottonwood School
– Sexual Harassment:

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

Teachers shall discuss this policy with their students in age-appropriate ways and should assure them that they need not endure any form of sexual harassment.

Any student who engages in the sexual harassment of anyone in or from The Cottonwood School may be subject to disciplinary action up to and including expulsion. Any employee who permits or engages in sexual harassment may be subject to disciplinary action up to and including dismissal.

The Board expects students or staff to immediately report incidents of sexual harassment to the Senior Director or designee or to another district administrator.

Any student who feels that he/she is being harassed should immediately contact the Senior Director or designee or another district administrator in order to obtain a copy of AR 1312.3 – Uniform Complaint Procedures. Complaints of harassment can be filed in accordance with these procedures.

The district prohibits retaliatory behavior against any complainant or any participant in the complaint process. Each complaint of sexual harassment shall be promptly investigated in a way that respects the privacy of all parties concerned.

The Cottonwood School
Sexual Harassment (5145.7)

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

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

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

3. The conduct has the purpose or effect of having a negative impact on the individual's academic or work performance, or of creating an intimidating, hostile, or offensive educational or work environment.

4. Submission to or rejection of the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the school.

Other types of conduct which are prohibited in The Cottonwood School and which may constitute sexual harassment include:

1. Unwelcome leering, sexual flirtations or propositions.

2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions.

3. Graphic verbal comments about an individual's body, or overly personal conversation.

4. Sexual jokes, stories, drawings, pictures, or gestures.

5. Spreading sexual rumors.

6. Teasing or sexual remarks about students enrolled in a predominantly single-sex class.

7. Touching an individual's body or clothes in a sexual way.

8. Purposefully limiting a student's access to educational tools.

9. Cornering or blocking of normal movements.

10. Displaying sexually suggestive objects in the educational environment.

11. Any act of retaliation against an individual who reports a violation of the district's sexual harassment policy or who participates in the investigation of a sexual harassment complaint.

Comprehensive School Safety Plan

The Cottonwood School
Section F: Discrimination and Sexual Harassment Policy
Part 3: Sexual Harassment – Students

Notifications

A copy of The Cottonwood School's sexual harassment policy shall:

1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year.
2. Be available, accessible, and displayed in a prominent location in the School's digital manual.
3. Be provided as part of any orientation program conducted for new students at the beginning of each quarter, semester, or summer session.
4. Appear in any school or district publication that sets forth the school or district's comprehensive rules, regulations, procedures, and standards of conduct.

Enforcement

The Senior Director or designee shall take appropriate actions to reinforce The Cottonwood School's sexual harassment policy. These actions may include:

1. Removing vulgar or offending graffiti.
2. Providing staff in service and student instruction or counseling.
3. Taking appropriate disciplinary action as needed.

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Comprehensive School Safety Plan

The Cottonwood School
Section G: School Dress Code, if it exists. CA Ed Code: Sections 32280-32289
Part 1: Non-classroom based program does not have a dress code.

Comprehensive School Safety Plan

The Cottonwood School
Section H: Safe Ingress and Egress
Part 1: General Information

The Cottonwood School – Safe Ingress and Egress

The Cottonwood School takes pride in providing a safe environment for all students, parents, and school employees. Our School will take measures to ensure safe ingress and egress to and from school activities and functions for pupils, parents, and school employees. Safe ingress and egress will be maintained by periodic reviews of the procedures for ingress and egress. The school will ensure that all passageways to and from our buildings, corridors within buildings and emergency exits remain clear of all obstruction to allow flow of pedestrian and vehicular traffic. The school will also ensure that potential obstructions and hazards are removed from such areas. To achieve this goal, the school works closely with local law enforcement agencies and the local city government to ensure that the school's immediate community is safe.

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

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

Comprehensive School Safety Plan

The Cottonwood School
Section H: Safe Ingress and Egress
Part 2: Safe Ingress and Egress

The Cottonwood School – Safe Ingress and Egress

The following is a template to be completed by each local location.

There are X entrances and X exits at [Enter Information].

	Open	Close	Open	Close
Front of Location	6:30 am			6:00 pm

All adults are to enter from the front of the location. All visitors to the location must wear a badge to identify themselves as visitors.

Whenever a safety issue is pending, all doors are locked immediately. For emergency situations, staff have door keys to lock or unlock doors closest to them.

Comprehensive School Safety Plan

The Cottonwood School
Section I: Bullying and Intimidation
Part 1: Anti-Intimidation Policy

The Cottonwood School – Bullying and Intimidation

The The Cottonwood School's Board believes that all students have a right to a safe and healthy school environment. To that end, The Cottonwood School, schools and community have an obligation to promote mutual respect, tolerance, and acceptance. The Cottonwood School will not tolerate any act of intimidation including direct physical contact, gestures, comments, threats or actions, either written, verbal or physical, which cause, threaten to cause or are likely to cause bodily harm, social isolation, manipulation, or personal degradation on any District campus, at any school activity whether on or off campus, while traveling to and from school or a school sponsored activity, or during the lunch period, whether on or off campus.

The consequences of these actions may include a broad range of disciplinary measures as appropriate; however, every effort will also be taken to provide or locate appropriate assistance for both the victim and the offender.

From The Cottonwood School Administrative Regulation 5131 - Conduct

Bullying occurs when one or more students threaten, harass, or intimidate another student through words, or actions including continual direct physical contact such as hitting or shoving intentionally.

These incidents will be acted upon when they occur on the school grounds at any time, en route to and from school or a school-sponsored activity, during the lunch period whether on or off campus.

A "school-related" or "school-sponsored" activity is an activity that is approved by the Senior Director or his/her designee and supervised by assigned school personnel.

For the purpose of this administrative regulation, bullying is, but is not limited to, making unsolicited and unwelcome written, verbal, physical and/or threatening visual gestures or contact.

Written – intimidating/threatening letters, notes, or messages
Verbal – intimidating/threatening comments, slurs, innuendos, teasing, jokes, or epithets
Visual – threatening gestures
Physical – hitting, slapping and/or pinching

Comprehensive School Safety Plan

The Cottonwood School
Section I: Bullying and Intimidation
Part 1: Anti-Intimidation Policy

The Cottonwood School – Bullying and Intimidation

From The Cottonwood School - Conduct

Making reprisals, threats or reprisal, engaging in coercive behavior to negatively control, influence or affect the health and well-being of a student.

Initial Response and Reporting Expectations
The District expects all employees, if they observe or become aware of an act of intimidation, to take immediate, appropriate steps to intervene.

If, in the opinion of the employee, the matter has not been resolved, then the situation shall be reported to an administrator for further investigation.

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

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

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

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

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

Comprehensive School Safety Plan

The Cottonwood School
Section I: Bullying and Intimidation
Part 1: Anti-Intimidation Policy

The Cottonwood School – Bullying and Intimidation

Assessment and Intervention
An administrative contact will be made with the victim and offender prior to resuming regular schedule of classes. If deemed necessary, the administrator or designee may convene a multidisciplinary team to further assess and determine the need for ongoing support for the victim of the offender.

Depending upon the severity of the intimidation, an investigation may include a review of school records, identification of parent/family issues, and interview with students, parents, and school staff. A multi-disciplinary team consisting of school staff, counselor/psychologist, parent, student, and other agency personnel as appropriate, shall develop a behavior support plan.

The support plan may include any or all of the following: a case manager (special education staff), counseling services (site, and/or community resources), parenting skills classes, and other additional support services as deemed appropriate. The case manager will maintain a record of the services provided.

Each site will identify community resources to be used before, during and after incidents of intimidation.

School Follow-up
The case manager has a responsibility to follow up and evaluate the behavior support plan. The case manager will compile a report to the site administrator on the process, resources used, and the follow up procedure involving the victim and the offender.

A copy of the behavior plan and follow-up report will then be forwarded to the Coordinator of Pupil Services.

Retaliation Prohibited
Retaliation against a student who reports or witnesses bullying is strictly prohibited and is ground for discipline.

Mandated Notification
At the beginning of the school year, each student shall receive an age-appropriate summary of the board policy prohibiting intimidation.

Comprehensive School Safety Plan

The Cottonwood School
Section I: Bullying and Intimidation
Part 1: Anti-Intimidation Policy

The Cottonwood School The Cottonwood School – Bullying and Intimidation

An age-appropriate summary of the anti-intimidation board policy shall be part of new student orientation programs and included in student handbooks or informational packets.

A summary of the anti-intimidation board policy shall be included as part of The Cottonwood School's annual notification of parents.

Each staff member shall be notified of The Cottonwood School's anti-intimidation board policy .

The District's anti-intimidation board policy shall be included in each school's comprehensive school safety plan.

Comprehensive School Safety Plan

The Cottonwood School
Section J: Mental Health Guidelines
Part 1: Mental Health Guidelines

Mental Health Guidelines

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

The possibility of suicide and suicidal ideation requires vigilant attention from our school staff. As a result, we are ethically and legally responsible for providing an appropriate and timely response in preventing suicidal ideation, attempts, and deaths. acknowledges the school's role in providing an environment which is sensitive to individual and societal factors that place youth at greater risk for suicide and one which works to create a safe and nurturing culture that minimizes suicidal ideation in students.

Recognizing that it is the duty of to protect the health, safety, and welfare of its students, this policy aims to safeguard students and staff against suicide attempts, deaths and other trauma associated with suicide, including ensuring adequate supports for students, staff, and families affected by suicide attempts and loss. As it is known that the physical, behavioral and emotional health of students greatly impacts school attendance and educational success, this policy shall be paired with other practices that support the emotional and behavioral wellness of students.

In an attempt to reduce suicidal behavior and its impact on students and families, the Senior Director or designee shall develop strategies for suicide prevention, intervention, and post-intervention, and the identification of the mental health challenges frequently associated with suicidal thinking and behavior. These strategies shall include professional development for all school personnel in all job categories who regularly interact with students or are in a position to recognize the risk factors and warning signs of suicide, including substitute teachers, volunteers, expanded learning staff and any other individuals in regular contact with students.

The Senior or designee shall develop and implement preventive strategies and intervention procedures that include prevention, staff development, developmentally - appropriate programs, intervention, assessment and referral, and parent/ student notification.

Comprehensive School Safety Plan

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

- Suicide Prevention, Intervention and Postvention Protocol

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

Comprehensive School Safety Plan

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

- Policy Implementation

A district level suicide prevention coordinator shall be designated by the Executive. This may be an existing staff person. The district suicide prevention coordinator will be responsible for planning and coordinating implementation of these regulations for .

The district suicide prevention coordinator shall designate a school program suicide prevention coordinator to act as a point of contact in each school/program for issues relating to suicide prevention and policy implementation. This may be an existing staff person. All staff members shall report students they believe to be at elevated risk for suicide to the school suicide prevention coordinator.

Staff Professional Development:

All staff will receive annual professional development to include, but not limited to: risk factors, warning signs, protective factors, response procedures, referrals, postvention, and resources regarding youth suicide prevention.

The professional development will include additional information regarding groups of students at elevated risk for suicide. These groups include, but are not limited to the following: those living with mental and/ or substance use disorders, those who have suffered traumatic experiences, those who engage in self harm or have attempted suicide, those in out-of-home settings, those experiencing homelessness, American Indian/Alaska Native students, LGBTQ (lesbian, gay, bisexual, transgender, and questioning) students, students bereaved by suicide, and those with medical conditions or certain types of disabilities. Additional professional development in risk assessment and crisis intervention will be provided to school employed mental health professionals and school nurses.

Youth Suicide Prevention Programming:

Developmentally-appropriate, student-centered suicide prevention education may be incorporated into classroom curricula. The content of these age-appropriate materials may include, but is not limited to: the district's suicide prevention, intervention, and referral procedures, the importance of safe and healthy choices and coping strategies, how to recognize risk factors and warning signs of mental disorders and suicide in oneself and others, help-seeking strategies for oneself or others, including how to engage school resources and refer friends for help. In addition, schools may provide supplemental small group suicide prevention programming for students.

Comprehensive School Safety Plan

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

Publication and Distribution:

The administrative regulations will be distributed annually and included in all student and teacher handbooks and on the school website.

Employee Qualifications and Scope of Services

Employees of must act only within the authorization and scope of their credential or license. While it is expected that school professionals are able to identify suicide risk factors and warning signs, and to prevent the immediate risk of a suicidal behavior, treatment of suicidal ideation is typically beyond the scope of services offered in the school setting. In addition, treatment of the mental health challenges often associated with suicidal thinking typically requires mental health resources beyond what schools are able to provide.

Specialized Staff Training (Assessment)

Additional professional development in suicide risk assessment and crisis intervention shall be provided to mental health professionals including, but not limited to the following: school counselors, school psychologists, social workers and nurses employed by .

Parents, Guardians, and Caregivers Participation and Education

To the extent possible, parents/guardians/caregivers should be included in all suicide prevention efforts. At a minimum, the suicide prevention policy shall be prominently displayed in the parent handbook.

All parents/guardians/caregivers should have access to suicide prevention training that includes, but is not limited to the following: suicide risk factors, warning signs, and protective factors, How to talk with a student about thoughts of suicide, how to respond appropriately to the student who has suicidal thoughts.

Comprehensive School Safety Plan

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

Intervention, Assessment, Referral

Staff

When a student is identified by a staff person as potentially suicidal, i.e., verbalizes about suicide, presents overt risk factors such as agitation or intoxication, the act of self-harm occurs, or a student self-refers, the school suicide prevention coordinator will be notified immediately. The student will be seen by the school suicide prevention coordinator as soon as possible. If the school suicide prevention coordinator is not available, the district suicide prevention coordinator will be contacted. If there is no mental health professional available, a school administrator will fill this role until a mental health professional can be brought in. The student will be seen by a school employed mental health professional (school counselors, psychologists, social workers, or nurses) within the same school day to assess risk levels and facilitate referral if needed.

Risk Level I (Low):
Definition: Does not pose imminent danger to self; insufficient evidence for suicide potential.
Indicators: Passing thoughts of suicide; no plan;no previous attempts;no access to weapons or means;no recent losses;support system is in place;no alcohol/substance abuse;some depressed mood/affect;evidence of thoughts found in notebook,internet postings,drawings;sudden changes in personality/behavior (e.g., distracted, hopeless,academically disengaged)

Risk Level II (Moderate)
Definition: May pose imminent danger to self, but there is insufficient evidence to demonstrate a viable plan of action to do harm.
Indicators: Thoughts of suicide; plan with some specifics; unsure of intent; previous attempts and/or hospitalization; difficulty naming future plans; past history of substance use, with possible current intoxication; self injurious behavior; recent trauma (e.g., loss, victimization)

Risk Level III (High):
Definition: Poses imminent danger to self with a viable plan to do harm; exhibits extreme and/or persistent inappropriate behaviors; sufficient evidence for violence potential; qualifies for immediate arrest or hospitalization.
Indicators: Current thoughts of suicide; plan with specifics, indicating when, where and how; access to weapons or means in hand; finalizing arrangements (e.g., giving away prized possessions, good bye messages in writing, text, on social networking sites); isolated and withdrawn; current sense of hopelessness; previous attempts; no support system; currently abusing alcohol/substances; mental health history; precipitating events, such as loss of loved one, traumatic event or bullying.

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

Risk Level Interventions and Follow-Up

DO NOT LEAVE THE STUDENT UNSUPERVISED

RL I Action (Low):
1. CONSULT WITH A MENTAL HEALTH PROFESSIONAL.
2. Contact parent/guardian/caregiver and give resources when appropriate.
3. Implement Interventions I.E., Student no harm promise and Plan, identify support systems on and off campus.
4. Document student and parent contact and place in confidential file.
5. Contact CPS if suspected abuse.
6. Complete confidential Suicide assessment risk form.
7. Consider whether student may have a disability and/or may need referral for additional services.

RL II Action (Moderate):
1. CONSULT WITH A MENTAL HEALTH PROFESSIONAL.
2. Notify and/or hand off student ONLY to parent/guardian/caregiver who commits to seek an immediate mental health assessment or to law enforcement if parent is unavailable or uncooperative. Consider any suspected child abuse or neglect prior to contacting parent/guardian.
3. If parent transports students to mental health facility have parent sign Parent Notification Form.
4. Document student and parent contact and place in confidential file.
5. Complete follow-up with student and parent when student returns.
6. Contact CPS if suspected abuse.
7. Complete confidential Suicide assessment risk form.
8. Consider whether student may have a disability and/or may need referral for additional services.

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

RL III Action (High):
1. CONSULT WITH A MENTAL HEALTH PROFESSIONAL.
2. Notify and/or hand off student ONLY to parent/guardian/caregiver who commits to seek an immediate mental health assessment or to law enforcement if parent is unavailable or uncooperative. Consider any suspected child abuse or neglect prior to contacting parent/guardian.
3. Contact law enforcement. Law enforcement will determine if the parent will transport student to mental health evaluation center or police may arrange for transportation to the mental health evaluation center.
3. Complete mental health evaluator form.
4. If parent transports students to mental health facility have parent sign Parent Notification Form.
5. Complete confidential Suicide assessment risk form.
6. If police arranges for transport, notify site administrator.
7. Document student and parent contact.
8. Consider whether student may have a disability and/or may need referral for additional services.
9. Contact CPS if suspect abuse.
10. Follow procedures for re-entry to School After a Suicide Attempt.

As appropriate, consider an assessment for special education or a 504 Accommodation plan for a student whose behavioral and emotional needs affect their ability to benefit from their educational program.

Comprehensive School Safety Plan

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

Document all actions

The suicide prevention coordinator shall maintain records and documentation of actions taken at the school for each case.

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

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

Supporting Students after a Mental Health Crisis

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

Treat every threat with seriousness and approach with a calm manner; make the student a priority.

Listen actively and non-judgmental to the student. Let the student express his or her feelings.

Acknowledge the feelings and do not argue with the student.

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

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

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

Comprehensive School Safety Plan

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

Students

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

Parental Notification and Involvement

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

After a referral is made for a student, school staff shall verify with the Parent/guardian/caregiver that follow-up treatment has been accessed. Parents/guardians/caregivers will be required to provide documentation of care for the student prior to returning to school.

If parents/guardians/caregivers refuse or neglect to access treatment for a student who has been identified to be at-risk for suicide or in emotional distress, the suicide prevention coordinator, administrator or other mental health professional will meet with the parents/guardians/caregivers to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build understanding of the importance of care. If follow-up care for the student is still not provided, school staff should consider contacting Child Protective Services (CPS) to report neglect of the youth.

A written authorization to exchange/release information should be completed by the parents/guardians/caregivers and appropriate school staff (e.g., school psychologist, school counselor and/or nurse) should consult with outside mental health or medical treatment team.

Action Plan for In-School Suicide Attempts

Each school site and program within shall follow the following action plan to immediately address in school suicide attempts. If a suicide attempt is made during the school day on campus, it is important to remember that the health and safety of the student and those around him/her is critical. The urgency of the situation will dictate the order and applicability in which the subsequent steps are followed:

Comprehensive School Safety Plan

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

Remain calm, remember the student is overwhelmed, confused, and emotionally distressed.

Move all other students out of the immediate area.

Immediately contact the administrator and suicide prevention coordinator.

Call 911 and give them as much information about the situation as possible.

If needed, provide medical first aid until a medical professional is available.

Parents/guardians/caregivers should be contacted as soon as possible.

Do not send the student away or leave them alone, even if they need to go to the restroom.

Listen and prompt the student to talk.

Review options and resources of people who can help.

Be comfortable with moments of silence as you and the student will need time to process the situation.

Provide comfort to the student.

Promise privacy and help, and be respectful, but do not promise confidentiality.

Student should only be released to parents/guardians/caregivers or to a person who is qualified and trained to provide help.

Follow procedures for re-entry to School After a Suicide Attempt.

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

Action Plan for Out-of-School Suicide Attempts

If a suicide attempt by a student is outside of property, it is crucial to protect the privacy of the student and maintain a confidential record of the actions taken to intervene, support, and protect the student. The following steps should be implemented:

Contact the parents/guardians/caregivers and offer support to the family.

Discuss with the family how they would like the school to respond to the attempt while minimizing widespread rumors among teachers, staff, and students.

Obtain permission from the parents/guardians/caregivers to share information to ensure the facts regarding the crisis is correct.

Designate a staff member to handle media requests.

Provide care and determine appropriate support to affected students.

Follow procedures for re-entry to School After a Suicide Attempt.

Re-Entry to School After a Suicide Attempt

A student who threatened or attempted suicide is at a higher risk for suicide in the months following the crisis. Having a streamlined and well planned re-entry process ensures the safety and wellbeing of students who have previously attempted suicide and reduces the risk of another attempt. An appropriate re-entry process is an important component of suicide prevention. Involving students in planning for their return to school provides them with a sense of control, personal responsibility, and empowerment.

A student returning to school following hospitalization, including psychiatric and drug or alcohol inpatient treatment, must have written permission by the health care provider in order to attend school.

A written authorization to exchange/release information should be completed by the parents/guardians/caregivers and appropriate school staff (e.g., school psychologist, school counselor and/or nurse) should consult with the outside mental health or medical treatment team.

Comprehensive School Safety Plan

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

If the student has been out of school for any length of time, including mental health hospitalization, the school site administrator or designee should hold a re-entry meeting with key support staff, parent/guardian/caregiver and student to facilitate a successful transition back into school.

The re-entry meeting should include a review of the authorization for return and documentation provided by the outside mental health or medical treatment team.

The documentation provided should be considered in the development of a student safety plan for re-entry.

The school team should confer with student and parents/guardians/caregivers about any specific requests on how to handle the re-entry.

Inform the student's teachers about possible days of absences.

Allow accommodations for student to make up work (be understanding that missed assignments may add stress to student).

Mental health professionals or trusted staff members should maintain ongoing contact to monitor student's actions and mood as part of the student safety plan.

Work with parents/guardians/caregivers to involve the student in an aftercare plan.

POSTVENTION

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on students and staff. Therefore, it is vital to be prepared ahead of time in the event of such a tragedy. The following are general procedures for the school administrator/director in the event of a completed suicide:

Gather pertinent information

Confirm cause of death is the result of suicide, if this information is available.

Identify staff member to be the point of contact with the family of the deceased.
Information about the cause of death should not be disclosed to the school community until the family has been consulted and has consented to disclosure.

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

Assemble district crisis response team

District crisis response team to determine initial response procedures and obtain consultation regarding number of personnel needed for initial response. It is helpful to have the following information available for consultation:

-Demographic information
-Siblings (If any within)
-School Profile
-Known friends/groups
-Identification of additional high risk students

Staff notification

Concerns and wishes of family members regarding disclosure of the death and cause of death should always be taken into consideration when providing facts to students, staff and parents. Some actions to consider:

Assess the extent and degree of psychological trauma and impact to the school community

Establish a plan to notify staff of death, once consent is obtained by the family of the deceased.

Notification of staff is recommended as soon as possible (In person if possible).

To dispel rumors, share accurate information and all known facts about the death.

Emphasize that no one event is to blame for suicide. Suicide is complex and cannot be simplified by blaming individuals, drugs, music and/or school.

Allow staff to express their own reactions and grief; identify anyone who may need additional support and provide resources.

Student notification and support

Concerns and wishes of family members regarding disclosure of the death and cause of death should always be taken into consideration when providing facts to students, staff and parents. Some actions to consider:

Comprehensive School Safety Plan

The Cottonwood School
Section J: Mental Health Guidelines
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Notification of students should be done in small group settings, such as in the classroom. Do not notify students using a public announcement system.

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

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

Provide staff with a scripted notification of death for students and

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

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

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

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

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

Request substitute teachers, as needed.

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

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

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

Persons with close connections to the deceased.

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

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

Persons unable to control crying

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

Document

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

Monitor and manage

School administration with support from the district crisis team should monitor and manage the situation as it develops to determine follow up actions and continued support plans.

Communicate with the larger school community about the suicide death;

Consider funeral arrangements for family and school community;

Respond to memorial requests in respectful and non-harmful manner; responses should be handed in a thoughtful way and their impact on other students should be considered. Memorials or dedications to a student who has died by suicide should not glamorize or romanticize either the student or the death.

Identify and monitor social media platforms students are using to respond to the suicide. Encourage parents to monitor internet postings regarding the death, including the deceased personal profile pages.

Comprehensive School Safety Plan

The Cottonwood School
Section K: Crime Assessment
Part 1: Crime Assessment

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

ENGLISH LEARNER MASTER PLAN 2019-2020

The Cottonwood School

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Master Plan for Services to English Learners

The Cottonwood School aims for outstanding programs for all our students. English Learners have enormous challenges but also have the opportunity to develop the asset of bilingualism within a global community. They face the double task of learning the challenging state standards and mastering a new language.

To make sure we reach optimal results for English Learners we developed this Master Plan to ensure that they learn English, have full access to a challenging academic curriculum, and that they build the multicultural proficiency that is necessary in today's complex and challenging world. This plan is a practical guide for all staff to ensure that we provide consistent, coherent services to each and every English Learner in our school. We are all expected to follow the plan, and it provides specific ways for us to hold ourselves accountable for obtaining optimal results.

This plan describes how we identify, serve and support students who initially enroll in our school with limited proficiency in the English language. The plan sets forth five goals for this work:

1. English Learner (EL) programs will be fully implemented.
2. Parents of English Learners and Reclassified Fluent English Proficient Students (RFEPs) will participate meaningfully in their children's education.
3. English Learners will master the English language as efficiently and effectively as possible.
4. English Learners will achieve academic success comparable to English Only (EO) students.
5. English Learners and Reclassified Fluent English Proficient Students will be at no greater risk for school failure than English Only Students.

Identification Tools:

- Home Language Survey upon enrollment
- Additionally, look in CALPADS and cumulative folders

Step 1: Registration, including Completion of the Home Language Survey

Upon enrollment, parents complete a Home Language Survey or HLS as required by state law. This survey is completed the first time the parent enrolls the child in The Cottonwood School and the results are maintained thereafter in the charter school's student information system and the English Learner folder in the child's cumulative record (CUM).

If the answers to Items 1, 2, 3 on the HLS are "English", the child is classified as English Only or EO. The parent is notified of the result and is given an explanation of the placement options open to the student. The default option is Mainstream English.

If Item 1, 2, or 3 on the Home Language Survey is answered with a language other than English or ASL, the child is tested for English proficiency. (Continue to Step 2)

However, if the parent's response to the first three questions on the HLS is English, and the response to the fourth question is other than English, then reasonable doubt may exist as to the student's home language. If there is evidence of significant non-English exposure, then the pupil must be administered the state English

language proficiency assessment, currently known as the English Language Proficiency Assessments for California (ELPAC). The parent will be consulted by a certificated staff member regarding the need to administer the assessment, the results, and the subsequent program placement of the child.

> **NOTE:** When reasonable doubt is established, the school must annotate the HLS to document the reasons for ELPAC administration. The school administrator/designee must sign and date the annotations provided.

The parent has the right to amend the HLS at any time. However, if the student has already been administered the initial ELPAC , any changes to the HLS will not affect the student's official language classification. If the parent amends the HLS prior to initial ELPAC administration, the school must honor the changes made while continuing to take reasonable doubt into consideration, given the probable impact of the change relative to the parent's or student's observed linguistic behavior.

Parents who enroll their child in Pre-Kindergarten must complete the HLS as part of the enrollment process. The first HLS (e.g., Pre-K) on file for a student supersedes all HLS forms completed at later times. Therefore, the answers provided on the **initial** HLS are documented permanently in CALPADS.

Assessment

- Initial ELPAC, within 30 days of enrollment-- July 1- May 30
- Initial ELPAC score report and Notification Letter will be mailed, after testing. See Appendix 1(generic sample letter)
- Summative ELPAC, for current ELs-- Feb. 1-May 30

Step 2: English Language Proficiency Assessment

State regulations require that if the student's Home Language Survey indicates that a language other than English is used at home in Item 1, 2, or 3, the student's English language proficiency level must be assessed within 30 calendar days of initial enrollment.

The ELPAC is a standardized language proficiency test designed to measure the English proficiency of non-native speakers in four areas: Listening, Speaking, Reading and Writing. The child receives a score for each part of the test that is taken (Listening, Speaking, Reading, and Writing) as well as an overall score. The score types include: scale scores and proficiency levels.

School staff calculates a preliminary score for the purpose of determining the default program and placement options. These results, including proficiency level results for each subtest, are communicated to the parent on the Parent Notification of English Language Testing Form. The assessment is also forwarded to the test publisher for official scoring. These official results override the informal scoring if the scores differ. The official results are sent to the parent within 30 days of receipt by the school. ELPAC results are maintained in the student's English Learner folder inside the cumulative folder, and in the school's student information system for future use in the monitoring of student progress and in the program evaluation.

If an Individual Education Plan (IEP) team has determined that a student is unable to take all or part of the ELPAC, the student will be given a California Department of Education (CDE) approved alternative assessment.

On the basis of the English language assessment, students are classified as either English Learner (EL) or Initially Fluent English Proficient (IFEP).

Level	Description
Initial Fluent English Proficient (IFEP)	Students at this level have **well developed** oral (listening and speaking) and written (reading and writing) skills. They can use English to learn and communicate in meaningful ways that are appropriate to different tasks, purposes, and audiences in a variety of social and academic contexts. They may need occasional linguistic support to engage in familiar social and academic contexts; they may need light support to communicate on less familiar tasks and topics. This test performance level corresponds to the upper range of the "Bridging" proficiency level as described in the 2012 *California English Language Development Standards, Kindergarten Through Grade Twelve* (2012 *ELD Standards*).
Intermediate English Learner	Students at this level have **somewhat developed** to **moderately developed** oral (listening and speaking) and written (reading and writing) skills. This level captures a broad range of English learners, from those who can use English only to meet immediate communication needs to those who can, at times, use English to learn and communicate in meaningful ways in a range of topics and content areas. They may need some degree of linguistic support to engage in familiar social and academic contexts (depending on the student, the level of support needed may be moderate, light, or minimal); they may need substantial-to-moderate support to communicate on less familiar tasks and topics. This test performance level corresponds to the entire "Expanding" proficiency level and to the lower range of the "Bridging" proficiency level as described in the 2012 *ELD Standards*.
Novice English Learner	Students at this level have **minimally developed** oral (listening and speaking) and written (reading and writing) English skills. They tend to rely on learned words and phrases to communicate meaning at a basic level. They need substantial-to-moderate linguistic support to communicate in familiar social and academic contexts; they need substantial linguistic support to communicate on less familiar tasks and topics. This test performance level corresponds to the "Emerging" proficiency level as described in the 2012 *ELD Standards*.

NOTE: Students classified as IFEP are not eligible to receive EL services and will receive grade-level instruction in an instructional program designed for Native-English and Fluent-English speakers.

IFEP Students - The parents of IFEP students are informed of the results and given the same program options as those given EO students: the default program is Mainstream English. Placement is made on the same basis as for EOs.

English Learners proceed to primary language assessment. Parents of ELs will be notified each year of their child's current language classification along with the annual assessment results. A student will remain an EL until he or she has met the criteria for reclassification.

Step 3: Parent Notification of Results

Parent Notification of Initial Assessment Results and Program Placement

Parents of students (ELs and IFEPs) who are administered the **initial** ELPAC will receive official notification informing them of their child's:

- Initial English language proficiency level and how it was assessed
- Official language classification
- Instructional program placement

In addition to the above, parents must also receive information regarding the:

- Various instructional program options, educational strategies, and educational materials to be used in each program
- Reclassification, or program exit, criteria
- Instructional program for ELs with a disability (with an IEP) and how such program will meet the objectives of the IEP
- Expected rate of graduation for ELs

Parent Notification of Annual Assessment Results and Program Placement

Program Placement/Instructional

- **English Language Mainstream (ELM)—**A classroom setting for English learners who have acquired reasonable fluency in English, as defined by the school district. In addition to ELD instruction, English learners continue to receive additional and appropriate educational services in order to recoup any academic deficits that may have been incurred in other areas of the core curriculum as a result of language barriers.
- Core Instruction in English
- Daily Leveled ELD for 30 – 60 minutes based on the student need and level independently at home through English at a Flash (STAR360) program with teacher monitoring progress.
- SDAIE strategies/vocabulary development will be embedded in curriculum and enhanced with teacher support in person or online sessions. One to three, half hour sessions. (SDAIE Strategies for English Learner Intervention is attached).
- Monitor student progress and evaluate program regularly.
- Optional ELD class (virtual).
- Pathblazer for math and reading supports
- Reading Horizons—this program provides an assessment of your student, then offers differentiated and individualized assignments to help them build foundational skills in English language.

Step 4: Program Placement

The following process is used to identify the most appropriate program for the English Learner. ELPAC results indicate whether the student is *reasonably fluent in English* or not.

The criteria for reasonable fluency in English are the same as the criteria for "Probably English Proficient" in the ELPAC Scoring Guide. They include:

1. Student's *overall* proficiency level is Early Advanced or higher, *and*
2. Proficiency in *each* skill area is Intermediate or higher. The skill areas are Listening, Speaking (Kindergarten through 12th grade), Reading, Writing, (2nd through 12th grade).

If the child is *reasonably fluent in English* by these criteria, then the default placement is the *mainstream English program*. Additional support services may be recommended, as appropriate. The child will normally continue in this placement until reclassified. Support services in the mainstream program must include English Language Development and may include one or more of the following:

- Content instruction using SDAIE strategies
- Specialized instruction by an English Learner Development teacher
- Participation in Benchmark, Strategic, or Intensive interventions in variety of setting based on student need
- McGraw Hill Flex Curriculum (EL supports based on Level)

PROFESSIONAL DEVELOPMENT FOR STAFF AND ADMINISTRATORS ON INITIAL IDENTIFICATION, PLACEMENT, AND RELATED PARENTAL RIGHTS/INFORMED CONSENT

Our school provides ongoing annual professional development for administrators and staff, including special education teachers and staff, on legal requirements and district procedures relating to the implementation of the identification and placement requirements of this *English Learner Master Plan*, including but not limited to:

- Initial identification
- Placement options and procedures
- Communicating assessment results to families effectively
- Parental rights and informed consent regarding initial identification and placement, including the parental exception waiver process.

Those who must participate in the training include but are not limited to: administrators, teaching staff, counselors, Enrichment Center staff, staff members who work with ELs' student records, office staff members responsible for registration, special education teachers, paraprofessionals and specialists, and other support staff as necessary. The training places special emphasis on sensitivity to parents, including how to make parents feel welcome, and how to ensure that they are truly informed and able to take an active role in the process of determining the appropriate instructional program for their child.

INITIAL ELPAC-ELAS CORRECTION POLICY AND PROCESS

Local Educational Agencies are allowed to make one correction per student per lifetime to an English Language status. This process can be used if a parent/guardian or certificated employee of the LEA requests a review of the student's classification on the basis of the results of the Initial ELPAC. Typically, the process will be used if a parent/guardian or certificated employee can provide evidence that a student who was classified as English Learner (EL) after taking the Initial ELPAC should be classified as Initially Fluent English Proficient (IFEP). This process must occur before the first administration of the Summative ELPAC starting in February.

If a student was tested with the initial ELPAC and was designated EL but, based on evidence and observation, you feel that they are proficient in English, the HST can request a status correction to IFEP (Initially Fluent English Proficient).

1. HST submits the Google Survey--ELAS Correction Request for Initial ELPAC; found in the EL Resources Folder.
2. If the request is approved for further review, HST will receive an Evidence Form and info sheet.
3. HST and family review the examples of possible evidence for student's grade span.
4. HST and family gather appropriate, grade-level evidence in all domains to illustrate student's English Language Proficiency
5. Complete the Evidence Form, signed by HST and Parent, then email, along with evidence, to the school's EL Designee or coordinator.

RECLASSIFICATION

Our school reclassifies EL students to Reclassified English Fluent Proficient (RFEP) at the point when specialized language and academic support services are deemed no longer needed for ELs to be successful in their educational program at a level commensurate to non-ELs. This decision is made using criteria that include assessment of English language proficiency using the ELPAC, Smarter Balanced Assessment Consortium(SBAC) or California Alternative Assessment (CAA) scores in English-Language Arts, teacher evaluation, and parent consultation. Once ELs are reclassified, they retain RFEP status for the rest of their educational careers. However, the academic progress of RFEP students must be monitored for a minimum of two years, as required by state and federal guidelines, and if their continued linguistic and academic performance declines or stalls, interventions are provided to ensure that these students reach and maintain grade level academic proficiency. A full description of the reclassification process is detailed below.
ELPAC proficiency level, in addition, common, grade-level standards-based assessments and English language development (ELD) assessments are examined to determine if the student is able to function at a level commensurate with his or her English-speaking peers.

Reclassification Policy, Criteria, and Process:

The EL Designee or coordinator, in conjunction with teacher input, will specifically evaluate students who are potentially qualified for reclassification. This will occur upon release of ELPAC scores by the state.

Per California Department of Education recommendations and requirements, EL Reclassification will be based on the following four criteria:

1) ELPAC Score - Student must have an Overall Performance Level score of 4 (the statewide standardized ELP criterion), with no more than one subscore of 2.
2) Teacher Evaluation - Student progress as observed by the teacher, as well as student's grades/progress indicators in math and English. Grade must be a C or higher in both courses. Progress in standards must be Meeting or Exceeding Expectations.
3) Parent Opinion and Consultation - Parents will be invited to, and are strongly encouraged to participate in a phone conference, as noted in Parent Notification Letter of Reclassification.

4) English Language Proficiency - EL student's English language proficiency will be compared with that of an English Proficient Student. This will take the form of the STAR 360 Assessment and SBAC scores. The cut score requirements/criteria is indicated in the chart below.

Grade	Minimum ELA SBAC Score	Minimum Reading Score on STAR360	Minimum Math SBAC Score	Minimum Math Score on STAR360
TK/K	n/a	50	n/a	n/a
1st	n/a	71	n/a	240
2nd	n/a	182	n/a	396
3rd	Standard nearly met	323	Standard nearly met	482
4th	Standard nearly met	424	Standard nearly met	567
5th	Standard nearly met	525	Standard nearly met	634
6th	Standard nearly met	626	Standard nearly met	699
7th	Standard nearly met	713	Standard nearly met	736
8th	Standard nearly met	847	Standard nearly met	767
9th	n/a	925	n/a	780
10th	n/a	981	n/a	782
11th	Standard nearly met	1026	Standard nearly met	803
12th	n/a	1141	n/a	817

Processs

1. The EL Designee or coordinator will complete the Reclassification Form for students who meet the first criteria. See Appendix 2
2. Form will then be sent to the teacher for further input and completion of grades, test scores, etc.
3. If a student meets criteria 1, 2, and 4, a Parent Notification Letter of Reclassification will be sent to the parents, inviting them to a phone conference where they can consult with the EL Designee or coordinator and/or teacher, and their child. See Appendix 3
4. At this point, if everyone is in agreement, the student is then redesignated RFEP.
5. If a student has not met criteria 1, 2, or 4, they will remain EL and will be reevaluated the next school year.

RECLASSIFYING ENGLISH LEARNERS WITH DISABILITIES

The reclassification criteria and process is the same for Special Education students being considered for reclassification, except in those cases where the IEP team feels that the student's disability, more so than a language barrier, is the reason for why the student is not qualifying for reclassification. In such cases, it is the responsibility of the IEP team, case carrier, or teacher to initiate contact with the EL Designee or coordinator to consider the alternative reclassification criteria and form. The IEP team, to include parent and the EL Designee or coordinator, will discuss and complete the form. If the student is found to meet this criteria, he/she will then be reclassified to RFEP and two year monitoring will commence, as with all other RFEP students. See Appendix 4

RFEP Monitoring

Per California Department of Education requirements, once a student is reclassified as RFEP, they are no longer required to take the summative ELPAC, but there is a requirement for four years of continued monitoring of that student.

Our school will monitor RFEPs once per year over the course of the four years, using the Reclassification Monitoring form. Below is the RFEP Monitoring Schedule, based on student last name:

RFEP Monitoring Schedule

Student's Last Name	Monitoring Month, Annually for Four Years
A-C	October
D-F	November
G-H	December
I-L	January
M-O	February
P-R	March
S-V	April
W-Z	May

If at any point the student is scoring below grade level, intervention measures will be put in place, so as to ensure that the student is receiving as much support as possible, toward maintaining English language proficiency and academic growth. See Appendix 5

The Cottonwood School

INITIAL ELPAC NOTIFICATION LETTER

To the parent(s)/guardian(s) of: <Last_Name>, <First_Name> Date: <Date_Testing_Completed>

SSID: <SSID> Date of Birth: <Date_of_Birth> Grade: <Tested_Grade>

Dear Parent(s) or Guardian(s): When your child enrolled in our school, a language other than English was noted on your child's Home Language Survey. The law requires us to assess your child and notify you of your child's proficiency level in English. In California, the name of the test is the Initial English Language Proficiency Assessments for California (ELPAC). This letter also explains the criteria for a student to exit, or reclassify out of, the English learner program. (20 United States Code Section 6312[e][3][A][i],[v],[vi])

Language Assessment Results

See enclosed Student Score Report

Based on the results of the English language proficiency assessment, your child has been identified as an <Calculated_ELAS> student.

Program Placement

If your student was identified as **IFEP**, he/she is assigned to a regular academic program, will not need to participate in an English language instructional support program, will not be designated as an English Learner (EL student), nor will he/she need to take the ELPAC exam again. Please note, that this does not change your student's homeschool teacher.

If your student was identified as an **English Learner (EL**), he/she has been assigned to an appropriate English language instructional support program based on the results. The goal of this program is to help your child become proficient in English and succeed in the school's academic curriculum. Instructional support is added by your child's teacher as needed, according to the ELPAC results. Please note, that this does not change your student's homeschool teacher.

Exit (Reclassification) Criteria

The goal of language acquisition programs is for students to become proficient in English as rapidly as possible and to meet state academic achievement measures. This district's exit (reclassification) criteria are listed below.

(20 U.S.C. Section 6312[e][3][A][vi])

Required Criteria (California *Education Code* [*EC]* Section 313[f])	LEA Criteria **The Cottonwood School EL Master Plan**
English Language Proficiency Assessment	Overall Performance Level score of 4 (the statewide standardized ELP criterion) with no more than one subscore of 2 in the domains of reading, writing, listening, and speaking.
Teacher Evaluation	Student progress as observed by the teacher, as well as student's grades/progress indicators in math and English. Grade must be a C or higher in both courses. Progress in standards must be Meeting or Exceeding Expectations.
Parental Opinion and Consultation	Parents will be invited to, and are strongly encouraged to participate in a phone conference, as noted in Parent Notification Letter of Reclassification.
Comparison of Performance in Basic Skills	EL student's English language proficiency will be compared with that of an English Proficient Student. This will take the form of the STAR 360 Assessment and SBAC scores.

Intervention and Support Options

In addition to the instructional support provided by your homeschool teacher, The Cottonwood School offers other programs to help your student with their English fluency and academic achievement goals. Below is a list of options, which you can discuss with your teacher, if interested.

1. **English in a Flash**—is an intervention component of Star 360. All students who are designated EL have automatic access. Students access this program through Renaissance Place (same platform as Star 360); the username and password are also the same as that for Star 360.
2. **Curriculum supplemental support**—check with student's chosen curriculum platform, as some have a built-in ELD/intervention component. For example, Edgenuity students can access MyPath.

3. **Pathblazer**—this program can be used for intervention in math and reading. This eligibility is dependent on their star360 scores and is only given to students who score in the yellow intervention or red urgent intervention categories.
4. **Learning Ally**—this program is an audio book program which reads books to students, so that they can hear what it should sound like, as it is read by an English fluent person.Should you have questions regarding these programs, test results or your child's instructional placement, please contact your child's teacher, or me, at the number or email listed below.

Evidence Form

Initial ELPAC Correction: Correcting ELAS from EL to IFEP

Complete all information below and email along with evidence documentation to the EL Designee or coordinator of your school.

HST Name: _____

Student Name: _____

SSID: _____ Scope: _____

List of evidence attached:

1. Reading:

2. Writing:

3. Listening:

4. Speaking:

Additional teacher comments and observations:

Teacher Signature:_____ Date:_____

Parent Signature:_____ Date:_____

Final Outcome: Student ELAS will be corrected to IFEP: Yes No

EL Designee/coordinator:_____ Date:_____

Reclassification Form
For English Learners with Disabilities

Policy, from The Cottonwood School EL Master Plan:
RECLASSIFYING ENGLISH LEARNERS WITH DISABILITIES

The reclassification criteria and process is the same for Special Education students being considered for reclassification, except in those cases where the IEP team feels that the student's disability, more so than a language barrier, is the reason for why the student is not qualifying for reclassification. In such cases, it is the responsibility of the IEP team, case carrier, or teacher to initiate contact with the Director of ELD to consider the alternative reclassification criteria and form. The IEP team, to include parent and the Director of ELD, will discuss and complete the form. If the student is found to meet this criteria, he/she will then be reclassified to RFEP and two year monitoring will commence, as with all other RFEP students.

Student Name:	Grade: Scope:
Teacher Name:	Today's Date:
Primary Disability:	Date of last IEP:
Secondary Disability:	

1. **Indicate which assessment the student took:** ELPAC _____ Alternate version_____

2. **<u>ELPAC Scores</u>**

3. **English Language Proficiency/ <u>Academic Performance</u>**

			Comparison Data	***English***	***Math***
Overall Score					
Subscores: Reading			**Grades/Progress Indicators**		
Writing			**SBAC Scores**		
Listening			**Star 360 Scores**		
Speaking			**Other:**		

4. **Has student met language proficiency criteria as assessed by ELPAC? Yes ___ No ___**

5. **Does the IEP/reclassification team believe the student's disability impedes the student's ability to demonstrate English proficiency on the ELPAC? Yes ___ No ___**

6. **If so, in which domains? Reading ___ Writing ___ Listening ___ Speaking ___**

Provide an explanation below by using the following criteria to help determine if factors other than English language proficiency are responsible for limited achievement on ELPAC and/or ELA:

___ Student's performance is commensurate with his/her ability, due to his/her disability.
___ Student's performance is commensurate with that of peers who have a similar learning disability and are NOT English Learners.
___ Student's errors are indicative of a student with his/her disability versus a language barrier.

___ Other/also:

7. **Was an English proficiency goal written into the student's IEP? Yes ___ No ___**
8. **Did the student meet the English proficiency goal? Yes ___ No ___**
9. **Is it the belief of the IEP/reclassification team that the student has reached an appropriate level of English proficiency and should be reclassified? Yes ___ No ___**

10. Teacher Evaluation

11. Parent Opinion

Final Outcome: Student will be reclassified: Yes No

Teacher Signature:_____ Director of ELD:_____

Parent Signature:_____ Official RFEP Date:_____

Case Carrier:_____ IEP Team Member:_____

IEP Team Member:_____ IEP Team Member:_____

English Language Learner
RFEP Monitoring Form

Student Name:	Grade: Scope:	Evaluation Interval: Year 1 Year 3 Year 2 Year 4
Teacher Name:	Date:	RFEP Date:

Academic Achievement		
	English	***Math***
Classroom Grades		
SBAC Scores		
Star 360 Scores		
Other:		

Was academic performance satisfactory? Yes No

Are intervention strategies necessary? Yes No

Targeted Intervention (if required)		
Specific Academic Need:	Description of Specific intervention:	Performance target (SMART Goal):
Specific Academic Need:	Description of Specific intervention:	Performance target (SMART Goal):
Specific Academic Need:	Description of Specific intervention:	Performance target (SMART Goal):

Additional Comments/Information

_____ _____

Teacher Signature Date Parent Signature Date

_____

Director of ELD or Designee Date

English Language Learner Reclassification Form

Student Name:	Grade: Scope:
Teacher Name:	Date:

1. ELPAC Scores

Overall Score			***Comparison Data***	***English***	***Math***
Subscores: Reading			**Grades/Progress Indicators**		
Writing			**SBAC Scores**		
Listening			**Star 360 Scores**		
Speaking			**Other:**		

2. English Language Proficiency/ Academic Performance

3. Teacher Evaluation

4. Parent Opinion

Final Outcome: Student will be reclassified: Yes No

Teacher Signature:_____ Director of ELD:_____

Parent Signature:_____ Official RFEP Date:_____

Parent Notification Letter of Reclassification

June 14, 2019

Dear Parents or Guardians:

State and federal laws require all school districts in California to give a state test of English proficiency each year to every student who is identified as an English Learner. In California, the name of this test is the English Language Proficiency Assessments for California (ELPAC). The results of the ELPAC help to measure how each student is progressing toward proficiency in English in the areas of listening, speaking, reading, and writing.

Your child has been given the ELPAC. Scores are in and based on your child's performance on this test, your child may be reclassified as fluent English proficient (RFEP). In addition to the ELPAC scores, criteria used to make this decision include: an evaluation of your child's academic performance by the teacher, your child's English proficiency as measured by the SBAC, Star 360, and/or iReady assessments, and your opinion as the parents or guardians about your child's proficiency in English and readiness to be reclassified.

You are invited to contact me at the number below for a phone conference, so that we may discuss and decide on your child's readiness and overall qualification for reclassification. Questions about the ELPAC or your child's results can also be directed to me as well.

We urge you to make this contact and hold this conference as soon as possible, so that you can continue to be actively involved in your child's learning, and together we can make decisions that are in the best interest of your child.

Sincerely,

Danielle Holaday
EL Coordinator - The Cottonwood School
916-812-8705
danielle.holaday@inspireschools.org

Carta de Notificación a los Padres de Reclasificación

Estimados padres o tutores:

Las leyes estatales y federales requieren que todos los distritos escolares de California den un examen estatal de dominio del inglés cada año a todos los estudiantes identificados como estudiantes que están aprendiendo inglés como segundo idioma. En California, el nombre de esta prueba es La Prueba de Suficiencia en el Idioma Inglés de California (English Language Proficiency Assessments for California, ELPAC). Los resultados de ELPAC ayudan a medir cómo cada estudiante está progresando en el dominio del inglés en las áreas de comprensión auditiva, expresión oral, lectura y escritura.

Su hijo(a) ha tomado el examen ELPAC. Los resultados han llegado, y basado en el desempeño de su hijo(a) en esta prueba, puede ser reclasificado como apto en inglés (RFEP). Además de los puntajes de ELPAC, los criterios utilizados para tomar esta decisión incluyen: una evaluación del desempeño académico de su hijo(a) por parte del maestro, la aptitud en inglés de su hijo(a) según lo medido por las evaluaciones SBAC, Star 360 y / o iReady, y su opinión como padres o tutores sobre la aptitud de su hijo(a) en inglés, y su disposición para ser reclasificado.

Les invito a que se comuniquen conmigo al número que figura a continuación para una conferencia telefónica, para que podamos discutir y decidir sobre la calificación general y disposición de su hijo(a) para la reclasificación. También pueden dirigirse a mí si tienen preguntas sobre el ELPAC o los resultados de su hijo(a).

Les instamos a hacer este contacto y realizar esta conferencia lo antes posible para que pueda seguir participando activamente en el aprendizaje de su hijo(a), y juntos podamos tomar decisiones que sean en beneficio de su hijo(a).

Sinceramente,

Danielle Holaday
EL Coordinator - The Cottonwood School
916-812-8705
danielle.holaday@inspireschools.org

THE COTTONWOOD SCHOOL

BOARD RESOLUTION – 2019 - 2

I. Adoption of The Cottonwood School's Principal's Annual Salary

WHEREAS, The Cottonwood School must adopt at a regular scheduled board meeting in open session the compensation of the highest compensated employee of the school.

NOWTHEREFORE BE IT RESOLVED, that the Board of Directors approve the annual salary for The Cottonwood School Principal in the amount of $60,000. This amount constitutes 40% of the Principal's total compensation which is $150,000 as they are the Principal of three schools.

I. Adoption of The Cottonwood School's Principal's Supplemental Benefits

WHEREAS, The Cottonwood School must adopt at a regular scheduled board meeting in open session the supplemental benefits of the highest compensated employee of the school, the Principal.

NOWTHEREFORE BE IT RESOLVED, that the Board of Directors approve the supplemental benefits/extra pay in the amount of $233.33 a month, split equally among the three schools, and will include the following:

i. Vehicle & Cell Phone stipend

SECRETARY'S CERTIFICATE

I, _____, Secretary of the Board of Directors of The Cottonwood School a California nonprofit public benefit corporation, County of _____, California, hereby certify as follows:

The attached is a full, true, and correct copy of the resolutions duly adopted at a meeting of the Board of Directors of The Cottonwood School which was duly and regularly held on June 10th 2019, at which meeting all of the members of the Board of Directors had due notice and at which a quorum thereof was present; and at such meeting such resolutions were adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

I have carefully compared the same with the original minutes of such meeting on file and of record in my office; the attached resolution is a full, true, and correct copy of the original resolution adopted at such meeting and entered in such minutes; and such resolution has not been amended, modified, or rescinded since the date of its adoption, and the same is now in full force and effect.

WITNESS my hand on _____, 2019.

_____
Secretary of the Board of Directors of
The Cottonwood School

RESOLUTION OF THE BOARD OF DIRECTORS OF THE COTTONWOOD SCHOOL TENTATIVELY ADOPTING A CONFLICT OF INTEREST CODE

WHEREAS, The Cottonwood School(the "School") is a California nonprofit public benefit corporation that operates a public charter school authorized by Buckeye Union Elementary School in El Dorado County; and

WHEREAS, the Board of Directors ("Board") seeks to adopt the FPPC's model Conflict of Interest Code as set forth in California Code of Regulations, Title 2, Section 18730.

NOW, THEREFORE, the Board hereby finds, resolves, and orders as follows:

Section 1. The Conflict of Interest Code, in the form attached as Attachment A, is tentatively adopted and promulgated.

Section 2. The Principal or her designee is directed to open a 45-day public comment period by posting a Notice of Intention to Adopt a Conflict of Interest Code on the School's public website and notifying each individual affected by the proposed Conflict of Interest Code by providing a copy of the Notice to each individual, or posting the Notice on the School's intranet or employee bulletin board.

Section 3. The Conflict of Interest Code shall become effective upon:

a. Final approval by this Board following the public comment period and after a public hearing, if requested; and

b. Approval by the El Dorado County Board of Supervisors as the code reviewing body.

Section 4. Upon final approval by this Board, the Principal or her designee is directed to submit the Conflict of Interest Code in the required format, as well as any other required documents, to the El Dorado County Board of Supervisors for approval.

SECRETARY'S CERTIFICATE

I, _____, Secretary of the Board of Directors of Heartland Charter School, a California nonprofit public benefit corporation, hereby certify as follows:

The attached is a full, true, and correct copy of the resolutions duly adopted at a meeting of the Board of Directors of Heartland Charter School, which was duly held on _____, 2019, at which all the members of the Board of Directors had due notice and at which a quorum was present; and at such meeting such resolutions were adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

WITNESS my hand this _____ day of _____, 2019.

_____
Secretary, Heartland Charter School

ATTACHMENT A

CONFLICT OF INTEREST CODE AND APPENDICES OF HEARTLAND CHARTER SCHOOL

[See Attached]

Residency Policy

California law requires that certain residency requirements are established in order for a student to be enrolled in an independent study charter school for which average daily attendance may be claimed. California law requires that a student be a California resident and requires that the student is a resident of the county in which the apportionment claim is reported or of a county immediately adjacent to the county in which the apportionment claim is reported. [EC §§ 47612(b), 5147.3]

The purpose of the Cottonwood School Governing Board approving this Residency Policy is to accomplish the following:

1. Define Residency
2. Outline Residency for a Student on an Extended Vacation
3. Establish the Location Materials Will Be Mailed To
4. Outline the Procedures When a Student's Residency is in Question
5. Outline the Parent/Guardian/Education Rights Holder's Right Regarding Determination of Nonresidency
6. Outline the Procedures for Children of Military Families
7. Outline the Procedures for Homeless Youth

1. **Definition of Residency:** A student has residency in the state and county of the residence of the parent/guardian with whom that student maintains his or her place of abode. Residence denotes any factual place of abode of some permanency that is more than a mere temporary sojourn. Owning a home in California or in a particular county does not qualify a student to attend The Cottonwood School, unless it can be shown that the student is also living in the home at least three days per week during the school year.

2. **Residency for a Student on an Extended Vacation:** A student on an extended vacation lasting longer than four weeks, but less than six months, will not be deemed to have lost California residency.

3. **The Location Material Will Be Mailed To:** All materials will be mailed to, and any in person services will be held at, the address identified in the student's records in his/her proof of residence documentation, unless an alternative location is agreed upon by the teacher of record.

4. **Student's Residency is in Question**: If there is reason to believe that a student's residency is in question, The Cottonwood School may investigate in order to determine authenticity of the home address. When it is determined that a student lives outside of California and/or an authorized county, The Cottonwood School will provide written notice of the determination of nonresidency within five days of The Cottonwood School's intention to

disenroll the student.

5. **Parent/Guardian/Education Rights Holder's Right Regarding Determination of nonresidency:** The notice shall contain an explanation of the parent/guardian/education rights holder's right to request 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 to dispute the finding of nonresidency. If the parent/guardian/educational rights holder does not request a hearing within five days of receipt of the notice, the right to a hearing is waived and the student will be immediately disenrolled. If the student's parent, guardian or educational rights holder initiates the hearing, the student shall remain enrolled and shall not be disenrolled until The Cottonwood School issues a final decision.

6. **Children of Military Families:** The Cottonwood School will serve children of military families, as defined by Education Code section 49701, as follows:

    1) Allow the student to continue his or her education in The Cottonwood School, regardless of change of residence of the military family during that school year, for the duration of the student's status as a child of a military family; or
    2) For a student whose status changes due to the end of military service of his or her parent during a school year, comply with either of the following, as applicable:

        a. If the student is enrolled in kindergarten or any of grades 1 to 8, inclusive, allow the student to continue his or her education in The Cottonwood School through the duration of that academic school year;

        b. If the child is enrolled in high school, allow the student to continue his or her education in The Cottonwood School through graduation.

    For purposes of providing special education services, The Cottonwood School will continue to provide special education services for children of military families as required by law.

7. **Homeless Youth:** The Cottonwood School will be considered to be a pupil's school of origin for a homeless youth when the child attended The Cottonwood School when permanently housed or was last enrolled in The Cottonwood School before becoming homeless. The Cottonwood School will serve homeless youth, as defined below, whose residency has changed as follows:

    1. Allow the student to continue his or her education in The Cottonwood School for the duration of homelessness.
    2. If the pupil is no longer homeless before the end of the academic year, either of the following apply:

a. If the homeless youth is in high school, the The Cottonwood School shall allow the formerly homeless child to continue his or her education in the The Cottonwood School through graduation.

b. If the homeless youth is in kindergarten or any of grades 1 to 8, inclusive, the The Cottonwood School shall allow the formerly homeless youth to continue his or her education in The Cottonwood School through the duration of the academic year.

The term "homeless youth" or "homeless pupil" shall mean individuals who lack a fixed, regular, and adequate nighttime residence (within the meaning of 42 USC section 11302(a)(1)); and includes—

1. children and youths who 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;

2. children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings (within the meaning of section 42 USC section 11302(a)(2)(C));

3. children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and

4. migratory children (as such term is defined in 20 USC section 6399) who qualify as homeless for the purposes of this part because the children are living in circumstances described in clauses (i) through (iii).