



## Charter Petition

Submitted to

**Mendocino Unified School District**

44141 Little Lake Road, Mendocino, CA 95460

For the term July 1, 2020 through June 30, 2025

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# Introduction

In the summer of 2000, a small group of parents whose children attended Green House School, a 25-student, family-run, private elementary school serving grades 2-5 near Caspar, California, faced a crisis: their children's school had closed.

Founded in 1984 by local teachers (and parents) Joanna Wigginton and Jonathan Green (motivated by, according to Joanna, "basic idealism, and joyful energy about what was possible"), the school began to struggle financially in the late 1990s. Rising costs, parents' inability to afford increased tuition, and her stalwart refusal to exclude students based on decreased ability to pay, eventually rendered Joanna, who by then was operating the school solo, unable to continue.

Enterprising parents set about to find a solution. The closed Green House School facility was newly available and fully provisioned, still housing the oak desks and tables Joanna and Jon had hand-built, and the many fixtures and materials they had made or acquired in fifteen years of operation. And there would be no need to recruit students or staff.

Could Caspar Creek become part of a local school district? Superintendents of both MUSD and FBUSD were contacted, and solutions explored, but those discussions yielded no existing framework in which the program could be adopted by either district. The idea of starting a charter school, a novel notion at the time, was explored, a grant writer was engaged, and a Charter School Implementation Grant proposal was submitted.

However, there was a glitch: a new charter school would be required to give enrollment preference to residents of the authorizing district. For those families, many of whom resided in FBUSD, this was a problem. So when invited that summer to become a program of Mattole Valley Charter School, for whom district of residence would not be an issue, the group enthusiastically accepted. Former Green House School staff were hired by MVCS, the "orphaned" students were enrolled, and the program resumed in fall 2000 as a grades 2-5 program of MVCS.

Over the next few years, parents recognized the logic of adding grades K-1, though the existing 2-5 facility lacked space. Parents conducted an extensive search for a suitable facility. When that proved fruitless, the property owners generously agreed to allow an additional classroom structure on the same property, even providing the initial outlay, which the parent nonprofit repaid over time, through donations and extensive fundraising. Parents located an existing movable structure, and many volunteers, some of whom were experienced tradespersons, joined forces to create a beautiful and inviting space for a new K-1 program, which opened in 2003.

From 2000 until early 2018, Caspar Creek's successful Mendocino K-5 program was part of Mattole Valley Charter School. In 2018, a novel (and greatly disruptive) interpretation of a 1992 statute abruptly required Mattole (and many other charter schools across California) to reorganize, in Mattole's case as a series of county-authorized charter schools, which can only have programs inside their authorizing counties. A side effect of that reorganization was the loss of the mutually-rewarding 18-year partnership with Caspar Creek, effective at the close of the 2017-2018 school year.

Following the 18-year partnership with Mattole, Caspar Creek was pleased to enter a partnership with Pivot Charter School North Bay, opening the 2018-2019 school year as a Mendocino K-5 program of Pivot. However, when friction between North Bay school districts over the location of Pivot North Bay's Santa Rosa facility began to threaten aspects of Pivot North Bay's program, Pivot's governing board reluctantly agreed, in March, 2020, to relinquish the Caspar Creek partnership after only two years together, thereby rendering Caspar Creek available for a new partnership, without which the 2019-2020 school year will have been Caspar Creek's final year.

Throughout its 20-year history, Caspar Creek Learning Community has enjoyed high regard in the Mendocino Coast community, especially among educators, many of whom have enrolled their own children. In fact, it is estimated that fully one fourth of Mendocino Unified School District's present certificated staff have had some form of direct relationship with Caspar Creek, either as a parent or staff member. And while it's true that students who have struggled at their previous schools have thrived at Caspar Creek, rather than see that as a reflection on those schools, Caspar Creek regards it as evidence that some students are just better suited to the small-scale, multi-age format than they are to some of the other configurations more typically available.

For Caspar Creek's current family of students and involved parents; its dedicated and resourceful teachers; its corps of energetic part-time staff; its volunteer board of directors and diligent fundraisers; its army of volunteers; its many supporters in the community at large; and its two decades-worth of grateful alumni, the loss of this venerated program would be huge. The years-long teacher-student relationships, offering a level of mutual understanding usually not possible; the lasting friendships between children building a community together; the decades of refining a distinctive model and approach; not to mention seven paying jobs; would all go away, and with them, a treasured educational alternative that has enriched, and continues to enrich, the greater Mendocino Coast community, in ways both measurable and immeasurable.

Caspar Creek's current students, parents, and staff; its nonprofit board members; and its many alumni, founders, former staff and other community stakeholders, are delighted at this opportunity to finally join forces with our local school district in support of local control. We're confident that the Mendocino Unified School District Board of Trustees recognize the strength of Caspar Creek's program as evidenced by its 20-year success story, and will acknowledge its value as an important part of the array of great public school choices available on the Mendocino Coast by embracing Caspar Creek as a charter school authorized by its home district.

## How will the charter school be funded?

Like all public schools, charter schools are funded by tax dollars. Whether attending an MUSD-authorized charter school or attending an existing MUSD school, the source of funds used to educate MUSD-resident students is the same: **tax dollars currently received by MUSD, intended for the education of all students residing in the district.** Tax dollars intended for MUSD-resident charter school students' education, received by MUSD every year since 2005, will continue to be used for the education of MUSD-resident students, whose number will now include MUSD-resident charter school students.

The cost of educating **non-MUSD-resident** charter school students is funded by the state, by means of reimbursements that flow between the state, their district of residence, and MUSD.

## Will MUSD fund the charter school?

Technically, no. Tax dollars that were always intended for the education of these MUSD-resident students—but until now have not been used for these students' education—will now be used for their intended purpose. However, the fact that MUSD has been receiving these tax dollars every year since 2005 (with no benefit to these MUSD-resident students, whose charter school education has previously been funded by state charter school grants, donations and fundraising) may confuse the issue for some.

As a “Basic Aid,” “Community-Funded” or “Excess Tax” school district, MUSD’s funding is based on property tax revenue, not on enrollment. Should MUSD-resident charter school students enroll at an existing MUSD school instead, MUSD would be obligated to bear the cost of their education using the tax dollars MUSD currently receives, with no additional funding.[1]

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[1] Most school districts are funded based on the number of students they serve, but not “Basic Aid” (or “Excess Tax”) districts like Mendocino, where fewer students relative to the property tax revenue available results in “Excess Tax,” revenue the district gets to keep. In the 2018-2019 school year, this resulted in combined revenues to MUSD of \$9,131,291, or \$18,397 per ADA (roughly defined, per student). The funding amount is determined by the tax dollars available, not by enrollment, and is intended for the education of all students residing in the district.

## AFFIRMATIONS and DECLARATION

As the authorized lead petitioner, I, Hilleary Burgess, hereby certify that the information submitted in this petition for a California public charter school named Caspar Creek Learning Community (“CCLC”) and to be authorized by Mendocino Unified School District (“District”), is true to the best of my knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school; and further, I understand that if awarded a charter, the Charter School will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 60605, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(d)(1)]
- Caspar Creek Learning Community declares that it shall be deemed the exclusive public school employer of the employees of Caspar Creek Learning Community for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(c)(6)]
- The Charter School shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(e)(1)]
- The Charter School shall not charge tuition. [Ref. Education Code Section 47605(e)(1)]
- The Charter School shall admit all students who wish to attend the Charter School, unless the Charter School receives a greater number of applications than there are spaces for students, in which case it will hold a public random drawing to determine admission. Except as required by Education Code Section 47605(e)(2) and Education Code Section 51747.3, admission to the Charter School shall not be determined according to the place of residence of the student or his or her parents within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(e)(2)(C). [Ref. Education Code Section 47605(e)(2)(A)-(C)]
- The Charter School shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(e)(1)]
- The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities Education Improvement Act of 2004.

- The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]
- The Charter School shall ensure that teachers in the Charter School hold the Commission on Teacher Credentialing certificate, permit, or other required for the teacher's certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. Teachers employed by charter schools during the 2019-2020 school year shall have until July 1, 2025, to obtain the certificated required for the teacher's certificated assignment. As allowed by statute, flexibility will be given to non-core, non-college preparatory teachers. [Ref. Education Code Section 47605(l) and 47605.4(a)]
- The Charter School shall at all times maintain all necessary and appropriate insurance coverage.
- The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Sections 47612.5(a)(1)(A)-(D), as amended pursuant to Senate Bill 98 (2020) as applicable, and Education Code Section 43501.
- If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades, and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. [Ref. Education Code Section 47605(e)(3)]
- The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605(n)]
- The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)(2)]
- The Charter School shall, on a regular basis, consult with its parents and teachers regarding the Charter School's educational programs. [Ref. Education Code Section 47605(d)]
- The Charter School shall comply with any applicable jurisdictional limitations to the locations of its facilities. [Ref. Education Code Sections 47605 and 47605.1]
- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Sections 47612(b) and 47610]

- The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act (“ESEA”), as reauthorized and amended by the Every Student Succeeds Act (“ESSA”).
- The Charter School shall comply with the Public Records Act.
- The Charter School shall comply with the Family Educational Rights and Privacy Act.
- The Charter School shall comply with the Ralph M. Brown Act.
- The Charter School shall comply with the Political Reform Act
- The Charter School shall comply with Government Code 1090, *et seq.*, as set forth in Education Code Section 47604.1.
- The Charter School shall meet or exceed the legally required minimum number of school days. [Ref. Title 5 California Code of Regulations Section 11960]

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Hilleary Burgess, President, Caspar Creek Learning Community, Inc.

Date

## EDUCATIONAL PHILOSOPHY AND PROGRAM

*Governing Law: The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an “educated person” in the 21<sup>st</sup> century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners. Education Code Section 47605(c)(5)(A)(i)*

*The annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals. Education Code Section 47605(c)(5)(A)(ii).*

### **Mission**

The mission of the Caspar Creek Learning Community is to prepare Kindergarten through fifth grade students to be socially literate, to calculate and think logically, and to read, write, and speak clearly. Students will be taught respect for the earth and encouraged to become life-long learners engaged in community life. This is achieved through small class sizes, multi-age classroom environments, interactive and collaborative learning with peers and staff, project-based learning, developmentally appropriate use of technology, active involvement of parents and other community members, and the use of the natural habitat provided by the seven acres adjacent to Russian Gulch State Park on which our learning center is situated, as well as the surrounding Mendocino Coastal areas.

### **Purpose**

The purpose of Caspar Creek Learning Community is to prepare students for their lives in the 21st century. This is done through a program that can be tailored to individual student needs and that addresses core subjects while integrating life skills, the arts, environmental education, and technology.

### **Vision**

The vision of Caspar Creek Learning Community is to provide students a comprehensive, high-quality education based on Common Core standards and the Next Generation Science Standards (NGSS) that draws on a wide variety of curricula and addresses students’ social and emotional needs and developmental readiness.

### **CASPAR CREEK LEARNING COMMUNITY IS FOUNDED IN THE FOLLOWING CORE VALUES:**

- Schools should be student centered and education should be tailored to a student’s individual abilities and needs. Every child can learn, but how they do so is unique to each child.



- A child's underlying emotional needs and developmental readiness must be considered and met in their education.
- Content must be engaging and comprehensible to students.
- Content must address Common Core standards while also taking into account individual needs, interests, and developmental readiness.
- Priority is given to integrative and project-based approaches.
- Mixed-age classes and small group learning are emphasized.
- Artistic expression is valued and woven throughout the curriculum.
- Though data driven assessments may be used, emphasis is placed on qualitative assessment and a teacher's first-hand knowledge of a student's abilities to assess student learning.
- The most important factor in educating children is the connection they have to the people delivering that education. A supportive and nurturing family-like atmosphere is a cornerstone of education at Caspar Creek.
- Parental involvement is paramount. Parents are encouraged to play an active role in the school as guest teachers and volunteers.

## ***Student Population***

Historically, students have enrolled at Caspar Creek for a variety of reasons.

For new Kindergarteners, it may be because their parents are attracted to the natural setting provided by the resource center location, bordered on three sides by Russian Gulch State Park and Jackson Demonstration State Forest. Other parents may be more focused on the small class sizes and home-like environment. For still others, it may be the Waldorf-influenced Kindergarten program, and the extra attention to developmental readiness.

For parents of the minority of students who join in grades beyond Kindergarten, the variety of reasons is more diverse

One common theme: for whatever reason, a previous school experience has not worked well for the child. Whatever that previous experience was, the result was that the parents were motivated to seek out an alternative they felt better suited their child. Perhaps the child had difficulty adjusting to a larger setting where they were surrounded daily by hundreds of other similarly-aged children. Or they may have experienced interpersonal challenges, such as bullying. Perhaps the limitations of their previous classroom situation simply did not allow the level of personal attention they needed to thrive, or did not have the bandwidth available to discover and accommodate their particular learning style.

In every case, whether leaving a situation they felt was not ideal for their child or simply seeking something different, Caspar Creek parents are choosing what they believe is best for their child, even though doing so may involve considerable sacrifice. For example, Caspar Creek has no bus transportation; parents must get their children to and from the resource center, either by driving themselves, or by carpooling with other families. Because charter schools lack access to some of the funding sources available to other public schools, Caspar Creek parents shoulder a considerable fundraising burden, and contribute financially themselves if able. They step up to various volunteer positions, including leading projects, helping plan field trips, performing various necessary tasks, and participating in organized work days for maintenance and

beautification of the resource center and grounds. Being a Caspar Creek parent involves going above and beyond what is required of parents in a typical public school situation.

## ***Community Interest and Support***

Caspar Creek has thrived for twenty years as a K-5 public charter school program based inside Mendocino Unified School District's geographic boundaries. During that time, it has served Mendocino Coast students residing in Mendocino Unified, Fort Bragg Unified, and Anderson Valley Unified, with residence addresses from ranging from Elk to Westport and as far east as Philo, by providing an educational model with unique characteristics not duplicated elsewhere in the district. The program's value to the community has been consistently validated over the years by the fact that many current and former district certificated and classified staff have found it to be the most suitable option for their own children. It's difficult to imagine what could more thoroughly and undeniably demonstrate that this program has served, and would continue to serve, the entire community in which it proposes to continue.

Similarly, as a program in operation for twenty years—both alongside the District's programs and functioning as a complement to them—that has consistently been regarded by local educators as a valuable alternative to district schools, Caspar Creek cannot reasonably be described as undermining or duplicating existing programs.

After twenty years affiliated with outside entities governed by boards located outside the Mendocino Coast, by joining with the District, Caspar Creek seeks to improve—not undermine—**local control**, and believes that doing so in this way will benefit the entire Mendocino Coast community, including Mendocino Unified School District.

Overwhelming support among members of the local community, including alumni of both Caspar Creek and its forerunner, Green House School, is evident in the response to an online petition circulated in support of Caspar Creek's authorization by MUSD. Between June 23 and July 3—ten days or so—the petition was signed by in excess of 1,100 individuals, mostly local or formerly local. As of this writing, seventy-eight have entered comments describing their deep appreciation for Caspar Creek and its value in their lives. Those signatures and stated reasons for signing are attached as **Appendices O and P**.

## ***Student Demographics***

Historically, Caspar Creek students have come from diverse backgrounds. Though most families have resided on the coast between Albion and Fort Bragg, we've also had students commuting daily from as far east as Philo, as far south as Elk, and as far north as Westport.

	2018-2019	2019-2020
Socio-Economically Disadvantaged	54%	61.5%
Special Education	20%	20.5%
English Language Learner	0%	0%
Homeless Youth	2%	0%

Occasionally, a family will choose Caspar Creek because their life situation requires more flexibility than is typical. For example, they may travel out of the area for extended periods, continuing their studies as Independent Study or Distance Learning participants. Caspar Creek's flexibility and emphasis on community-building allows for less-stressful transitions.

The majority of Caspar Creek students are classified as socio-economically disadvantaged. Though not picked up by CBEDS, 2.5% of students in the 2019-2020 school year were EL.

## ***An Educated Person in the 21<sup>st</sup> Century***

Through collective student, parent, and faculty adherence to the Caspar Creek Learning Community mission, the Charter School shall provide outstanding academic and personal opportunities for all its students. At Caspar Creek Learning Community, becoming a 21<sup>st</sup> century learner means:

- students see the value of their education;
- students possess a strong foundation of basic academic skills and a broad knowledge base in the core disciplines of reading/language arts, mathematics, science, and social studies;
- students are effective and confident communicators, and are comfortable utilizing a wide range of technologies;
- students are critical thinkers and problem solvers;
- students have an appreciation for the humanities and show respect for diverse cultures;
- students possess a lifelong love of learning;
- students possess a strong desire to serve the community in which they live; and
- students have the desire, discipline, and dedication to achieve their highest aspirations and dreams.

## ***How Learning Best Occurs***

Caspar Creek Learning Community believes that the most desirable school experience, and education, happens in an environment where students are known individually and personally, where they receive direct, high-quality attention, where their actual needs are being met and where their potential is being realized.

Learning best occurs when:

- students receive personal attention;
- the whole family is involved;
- material is presented in a multi-sensory format;
- students who are “behind” in skills can work at their own level and at their own pace;
- students who are “advanced” in skills can work at their own level and at their own pace;
- students are motivated and supported to attend school;
- students feel welcome, safe, respected, and accepted at their school; and
- the Charter School continuously assesses students’ progress in acquiring the standards and implements a strong remediation and intervention program.



Learning to felt wool

## ***Enrollment***

Projections of initial enrollment are based on actual 2019-2020 enrollment and the reasonable expectation of 100% re-enrollment for 2020-2021 (with the exception of the two matriculating fifth-grade students).

Grade	2020-2021	2021-2022	2022-2023
K	9	9	9
1	9	9	9
2	9	8	8
3	9	8	8
4	10	8	8
5	4	8	8
Total	50	50	50

\*Overall enrollment, and enrollment of individual grade spans, is limited by the capacity of the facility. Individual grade span caps may be adjusted when necessary to avoid overcrowding. Students who withdraw due to a move or other reason are replaced only if the grade span is not at capacity.

## ***Curriculum and Instructional Design***

Research strongly suggests that multi-age classrooms are beneficial to students (Miller, 1990) and that academically, children often do better in multi-age classrooms than traditional classrooms (Anderson and Pavan, 1993). As such, class groupings at Caspar Creek Learning Community are heterogeneous in nature. Our program consists of a self-contained K-1 classroom and a blended 2-5 program. Though the 2-5 program can be separated out to a 2-3 and a 4-5 for some content and lessons, groupings are considered flexible and allow for students to work as a whole group, mixed level and age groups, or grouped by ability when beneficial. It is believed that students learn and grow best when given both older students to look up to and younger students to nurture. First through fifth grades come together regularly for music, P.E., art, and environmental activities.



To provide the requisite personal attention to each child, classes are kept small so that teachers can truly get to know their students and can forge a personal connection with each student. The K-1 class typically has up to 18 students with one teacher and an aide (with the afternoon hours only having first graders in attendance with their teacher), while the 2-5 can range from 28 to 32 students with two teachers. Research has shown that “children in smaller classes achieve better outcomes, both academic and otherwise” and that smaller classes can be effective in closing achievement gaps (Baker, Farrie, and Sciarra, 2016).

At Caspar Creek Learning Community we believe that there is no one method or curriculum to address the needs of every student. Instead, we believe in a highly personalized educational program that is tailored to the needs and interests of each student. Though we do draw on curricula such as *Junior Great Books*, *Explode the Code*, *Singapore Math Common Core Edition*, *Oak Meadow*, and math products by Key Curriculum Press, such curriculum is viewed as a tool to be “mined” for their best, most effective elements and to provide guidance and inspiration for instruction that meets the Common Core standards (Anderson, 2010 and Walker, 2017). Teachers at Caspar Creek Learning Community are expected to be on the lookout for new resources and strategies that will benefit their students and implement them where applicable.

At Caspar Creek Learning Community, students receive an education guided by the Common Core standards, NGSS, and state standards for Social Studies, Physical Education, and the Arts. The children are also exposed to cooking, gardening, sewing, knitting, conflict resolution, and outdoor skills in a program dedicated to educating the whole child.

## **Schedule**

### **Grades K-1**

A day for the Kindergarten and first grade students begins at 9 am, though families are encouraged to bring children to school early so that they have time to play before they come into class. The day starts with a morning circle, which involves greeting every child; daily routines for math and language arts (going over letter sounds, counting the students present, etc.); and songs, games, and movement. The rest of the morning is split into two learning blocks with a recess and snack time in between. These learning blocks are used for language arts and math instruction with integrated science, social studies, and art activities. Following a noon recess, the kindergarten students go home for the day at 12:30 and the afternoon gives the first-graders time as a small group with their teacher. This time is used for first-grade math and language arts skills as well as time for the first-grade students to interact with the older students for art, music, P.E. and other activities. There is a final recess breaking up the afternoon hours and all students go home at 3 pm.



K-1 students playing a circle time game

### **Grades 2-5**

A typical day for the older students follows much the same pattern as for the younger students. We begin at 9 am with an opening circle. In the upper grades this time is primarily for the students to connect with the teachers and each other. Each student gets a chance to check in and share whatever is on their mind or happening in their life. This can be a very revealing process that can provide a lot of information as to the emotional readiness of each child for learning that day. This time is also used for community building and mindfulness activities. The rest of the morning is separated into two blocks of time with a recess and snack time in between. In the 2019-2020 school year, the first block was used as dedicated math time and the second was language arts with integrated science, social studies, and art activities. Upper grades and lower



grades are together for all recesses. The afternoon, for the upper grades, provides more dedicated time to science, social studies, art, gardening, etc. as well as time to work with the younger children as reading buddies and for art, music, P.E., and other collaborative activities. Fridays, historically, have been Caspar Creek's early release day, with the day ending for all grades at 12:30. The day still begins with the morning circle and a block for instruction in the morning, but after recess the time is dedicated to a cooking project, a nature hike or other outdoor education activity, and tidying the school and grounds.



Chess enhances logical thinking and focus.

## **Core Subject Pedagogy at Caspar Creek**

### **K-1 Language Arts**

With the kindergarten and first-grade students spending their mornings together, the morning hours are mostly dedicated to activities that introduce concepts to the kindergarteners and reinforce concepts for the first-graders. Central to this portion of the Language Arts program is the systematic introduction of letters and their sounds through stories. A new letter is introduced roughly each week with a story. In a series of lessons, the story is told, the letter is introduced, then the children participate in various activities that focus on the letter name, letter sound, and how to form the letter in writing. Typical activities include, but are not limited to, entering the letter and the art that goes with it (based on the story - an example is making the letter “C” into the “Curved Crescent Moon”) into main lesson books, making mini-books with words that begin with the letter, worksheets practicing writing the letter, pages from *Explode the Code*, the retelling of the story via a puppet show followed by a reflection on the story with a picture and the students' favorite parts (these are bound into class books), and art projects that relate to the letter and its story. Requirements for these activities are differentiated based on the grade level and ability of each child. For example, when writing about their favorite part, kindergarteners may dictate their words to the teacher who then writes them, whereas first-graders begin by dictating then copying what the teacher has written and later are expected to sound out their own writing using estimated spelling.

During the afternoon hours, first-graders have small group time with their teacher to further practice their reading and writing skills. This includes, but is not limited to, practicing beginning readers with their teacher, a volunteer, or older students, writing in journals using estimated spelling, writing stories, and performing plays.

### **Grades 2-5 Language Arts**

Language Arts instruction in Second through Fifth grades at Caspar Creek Learning Community takes place in a variety of configurations, including whole-group, small-group, and individually.

Some lessons and stories are shared with the whole group with expectations for students' work tailored to each student's ability and grade level. For example, the whole group may be given the same assignment to write about a story that was read to them or a topic they've learned about, but the expectation for that writing varies. Second-graders may be expected to produce three or four sentences and edit them with a teacher. Third-graders may be expected to produce a complete paragraph and edit for some errors on their own. Fourth and fifth graders might be expected to produce multiple paragraphs (if applicable) and edit for errors according to grade level Common Core standards. While the aim is to have all students meet or exceed the standards, the path there is different for each child. The focus of the program at Caspar Creek Learning Community is to recognize and cater to these differences so that each child gets the help and instruction they need, when they need it, to make ideal growth both academically and developmentally.



Upper grades students reading to younger students during Reading Buddies

Small group Language Arts activities include reading groups based on guided reading levels (Fountas & Pinnell) utilizing trade books and/or curriculum such as *Junior Great Books*, collaborative research, collaborative writing, and collaborative performances. Individual activities may include special assignments that are appropriate to a student's abilities and interests (individual research on a topic of interest, for example), the reading of student-chosen literature and response activities, and individual creative writing. Grammar, vocabulary, and spelling are addressed both by grade-level and individually based on the needs and knowledge of the students.

Throughout the Language Arts program, the desire is to integrate art as well as science and social studies. Developing reading and writing skills not in isolation but in context with the other content areas makes for more meaningful and authentic learning while also being a more effective use of time (Shiverdecker and Fries-Gaither, 2015).

## K-5 Mathematics

Currently, *Singapore Math Common Core Edition* is the primary mathematics curriculum in use at Caspar Creek. Its main purpose is as a guide for a logical sequence of instruction and to provide sequential paper and pencil practice for students. However, teachers at Caspar Creek Learning Community may also draw upon other curricula such as products from Key Curriculum Press and *Everyday Math Common Core Edition*. No one curriculum provides everything to every student, so we mine the curriculum available as well as resources on the internet to find lessons and activities that meet the needs of our students. Student progress is assessed with every assignment and re-teaching, tutoring, or progressing to the next assignment is based upon this assessment and is individual to each student. Hands-on activities in measurement, art activities, for geometry, collecting data for statistics lessons, and math games for all mathematical strands also play an important part in K-5 mathematics at Caspar Creek Learning Community. As shown by Howard Gardner's research on multiple intelligences, the more ways we can present content

to students, the more likely we are to find what resonates with each student and allows them to learn.

## Science and Social Studies

Science and Social Studies are presented in a variety of ways at Caspar Creek Learning Community with the NGSS and California Social Studies Standards as a guide. As mentioned before, the ideal is to have Science and Social Studies topics fuel Language Arts work for an integrated approach to teaching content areas. Some topics call for hand-on experiences (science demonstrations and experiments, field trips, etc.), others call for research and the reading of texts, and some call for both. No matter the topic, the learning cycle outlined by Shiverdecker and Fries-Gaither (2015), and quoted below, can be used to guide Science and Social Studies instruction (note, the article this is pulled from is focusing on Science, but this process is applicable to Social Studies content as well) while integrating literacy skills into the process:

1. *Engage*. The teacher sets up motivating circumstances, helps students access prior knowledge, captures students' attention, poses intriguing questions, and instills in students a need to know.
2. *Explore*. Students become actively involved with the science content; they ask and investigate questions, manipulate materials, make observations, record data, and draw evidence-based conclusions. In this phase, students develop content knowledge and build inquiry skills.
3. *Explain*. By this phase, students have developed their content knowledge to the point where they can confidently share what they've learned with others. They complete writing tasks, make presentations, or develop other products to express their understanding of the concept.
4. *Expand*. Students apply what they've learned in new and unique ways, connect their learning to real-world situations, participate in a design challenge, begin new investigations into related topics, or dig deeper into the concept they have been investigating.

*Assessment* is embedded throughout the learning cycle. Formative assessments—observations of students as they work and discuss—provide both the teacher and the students with data that inform instructional decisions from the *engage* and *explore* phases to the end of the unit. Summative assessments are found in students' writings and products during the *explain* phase. Assessments during the *expand* phase focus on science and engineering practices as students apply the knowledge they have gained.

(<http://www.ascd.org/publications/educational-leadership/dec14/vol72/num04/Literacy-and-Science@-Better-Together.aspx>)



Outdoor exploration enhances learning across content areas.



## Physical Education

Students in first through fifth grades at Caspar Creek Learning Community receive at least 200 minutes of physical education instruction every 10 instructional days. This time is independent of recesses and lunch periods. Physical education time for first through fifth graders is often a collaborative effort involving all five grades. Teachers work together to organize physical education whole-group and small-group activities. Small-group activities focus on skill development (as appropriate to age and California Standards for Physical Education) while whole-group activities focus on games and cooperative tasks. Physical education also encompasses health and nutrition instruction. Again, curricula such as *Spark!* are used as tools and resources, but no one curriculum is relied on for this time.

Physical education for the kindergarteners is addressed throughout their day through dances at circle time, movement exercises at circle and language arts time, and activities after recess such as jump rope and circle games.

## Visual and Performing Arts

At Caspar Creek Learning Community, art is valued as an important vehicle for student expression and as one of the many tools for teaching and learning. The effort at Caspar Creek Learning Community is to integrate art throughout the curriculum. This may take the form of students reflecting on what they're learning through drawing or painting, illustrating stories, creating geometric art in math, performing plays, etc. Artistic expression is encouraged and supported by giving students access to quality art materials. Students also receive dedicated music time once a week in the afternoon (first through fifth grades) in which students participate in rhythm building activities, instrument exploration, singing, and vocal play.

## Summation

The focus of Caspar Creek Learning Community is to give each student a high-quality education tailored to their personal needs. As such, standards are the guide, curricula are resources, but methods vary. Teachers pull from a variety of resources to plan instruction and experiences for their students and present these experiences in a variety of ways to address all the ways that children learn. This allows each child to get the instruction and support they need when they need it. Ongoing formative assessment allows teachers to move each child along at an individual pace, and multi-age classrooms in which teachers have their students for more than one year allow teachers to wait when a child is not ready developmentally or emotionally and to review or reintroduce content and concepts whenever necessary.



## ***Socioeconomically Disadvantaged Students***

Caspar Creek Learning Community provides the same individualized, supportive, standards-based curriculum where students may progress at a rate commensurate with their abilities to socioeconomically disadvantaged students as it does to all Caspar Creek Learning Community students.

## ***Plan for Students with Disabilities***

### **Overview**

Caspar Creek Learning Community shall comply with all applicable state and federal laws in serving students with disabilities, including but not limited to Section 504 of the Rehabilitation Act (“Section 504”), the Americans with Disabilities Act (“ADA”), and the Individuals with Disabilities Education Improvement Act (“IDEA”).

### **Individuals with Disabilities Act (IDEA)**

A child with disabilities attending the Charter School shall receive special education instruction or designated instruction and services, or both, in the same manner as a child with disabilities who attends school in other LEAs in California. The Charter School will comply with all applicable State and Federal Laws in serving students with disabilities, including but not limited to, Section 504 of the Rehabilitation Act, the Americans with Disabilities Act (ADA) and the Individuals with Disabilities Education Act (IDEA.)

Federal law and regulation prohibit any public school, including public charter schools, from denying admission to any student on the basis of a disability, or the nature of or extent of a disability. More specifically, a student with disabilities must be afforded the opportunity to participate in a charter school (Title 34, Code of Federal Regulations [34 CFR] Section 104.4[b][1][i]; Section 504, Vocational Rehabilitation Act; Title II, Americans with Disabilities Act of 1990; California Government Code Section 11135; California Education Code [EC] Section 220). Further, EC Section 47605[d][1] states a charter school “shall not discriminate against a pupil on the basis of the characteristics listed in [EC] Section 220 [including disability].” “A charter school shall admit all pupils who wish to attend the [charter] school” (EC Section 47605[d][2][A]) except as provided by those provisions related to a public random drawing. Despite the existence or lack of a program for a student with disabilities at a charter school, enrollment may not be denied (34 CFR Section 104.4[b][3]; EC Section 47646[a]).

### **Special Education**

CCLC governing board, administration and faculty understand that the school is responsible for serving students with exceptional needs and that the school, pursuant to applicable state and federal law, must ensure that all of its students have access to a free and appropriate public education. Under these laws, the school has various options on how to deliver special education and related services either as (1) public school of the district, or (2) an independent local education agency. CCLC intends to function as a “public school of the local education agency that granted the charter” for purposes of providing special education and related services pursuant to Education Code Section 47641(b).

When a charter school is a school of an LEA (EC Section 47641[a]), the LEA is responsible for ensuring that children with disabilities in the charter school are provided a free appropriate public education (FAPE) in a manner consistent with the requirements of IDEA and conforms to California statutes and regulations. To that end, authorizing LEAs must provide charter schools with an equitable share of special education services, funding, or both. In most cases, the LEA will assume full responsibility for providing services to students in the charter schools at either the charter school campus or at a traditional public school campus within the district. In exchange for serving students enrolled in the charter school, the LEA may retain the full amount of state and federal special education funds that it receives from the SELPA on behalf of each charter school. The CCLC budget assumes the school will hire some special education providers but details would be determined in a Memorandum of Understanding with Mendocino Unified.

Students with disabilities enrolled in charter schools must receive services in the same manner and to the same extent as traditional schools (34 CFR Section 300.209[b][1][i]). To ensure that adequate resources are available, monies apportioned for the purposes of special education must be expended exclusively for special education programs (EC Section 56836.04[b]).

CCLC will work with the District to ensure that students' needs are being met as outlined in a student's individualized education program (IEP), and in accordance with applicable laws. A Special Education MOU between CCLC and MUSD will define the responsibilities for special education services and oversight, as well as the manner in which special education funding will support students of CCLC, following the language and intent of Education Code Section 47646 and 20 U.S. C. 1413.

## **Provision of Services**

CCLC and MUSD shall annually and in good faith negotiate and enter into a written agreement to more clearly identify the specific desired mix of special education funding and services to be provided.

CCLC will work proactively and cooperatively with families, the teaching staff, and the MUSD to identify students with exceptional needs. CCLC plans to participate in a comprehensive "child find" system to identify students who have or may have exceptional needs. CCLC will seek to participate in the child find system of the special education local plan areas (SELPAs) in which its students resides and anticipates that these systems will include various policies and practices, including, but not limited to the following:

- Admissions and enrollment practices that, using non-discriminatory methods, identify students with exceptional needs to help ensure that the school is aware of all students who have identified special needs;
- Seeking to develop relationships with all feeder local education agencies to request and obtain cumulative files and other documents in a timely fashion;
- Staff development and training for school staff, to ensure that they possess an understanding of tools and techniques to identify students who may have exceptional needs; and
- Review of student assessment data, including but not limited to state- mandated testing, to identify students who may be falling behind expectations in their academic progress and in need of additional support or services. Student Study Team: CCLC also plans to implement a student study team (SST), a general education function, model to the

maximum extent feasible to attempt to meet all student needs within the regular instructional setting prior to referral for formal assessment for special education purposes. Such teams will typically consist of the student's teacher, student support staff, a school administrator, the student's parent/guardian, and other relevant professionals. The team will oversee development of plans to meet students' needs, if possible, without referral to assessment for special education needs. The team will monitor students' progress and revise intervention plans as necessary.

## **Referral and Assessment**

In the event that formal interventions provided through the SST are not successful and there is reason to believe that special education needs could be involved, CCLC will seek to secure a formal and appropriate assessment conducted by qualified staff in conjunction with MUSD staff. If this assessment identifies that the student has exceptional needs and requires special education and/or related services under the terms of applicable special education law, CCLC anticipates working with appropriate MUSD staff and retained service provider(s) to convene and conduct an individualized educational plan (IEP) team meeting and implement appropriate services/accommodations.

## **Individualized Education Plans and Service Delivery**

CCLC will participate actively and as appropriate in planning and conducting the IEP team meetings and processes. The school would commit to implementing all special education and related services called for by the IEP in partnership with MUSD and/or SELPA. CCLC understands that student progress toward the goals specified in the IEP will be monitored regularly, reviewed annually, and formally reevaluated triennially. Retained resource specialists will help CCLC teachers individualize their classroom teaching and provide appropriate accommodations and/or modifications to ensure that the needs of all special education students are being met.

## **Due Process**

In the event of a due process claim to enforce provisions of applicable special education law, CCLC is committed to working in cooperation with MUSD to the maximum extent permitted under law to respond to and defend the school and the district in the process.

## **Strategies to Support Students with Disabilities**

Caspar Creek Learning Community will adhere to all laws affecting individuals with exceptional needs, including all provisions of the Individuals with Disabilities Education Act (IDEA), its amendments, Section 504 of the Rehabilitation Act and the Americans with Disabilities Act ("ADA"). All students will be given equal access to the school, regardless of disabilities, and the School will not discriminate against any student based on his or her disabilities. The School shall not require the modification of an IEP or 504 plan as a condition of acceptance at the Charter School.

The Charter School recognizes the importance of providing education opportunities to all students regardless of physical challenges or special needs. To that end, the school pledges to work in cooperation with the District to ensure that the students enrolled in the School are served

in accordance with applicable federal and state law. Employees providing special education services to Caspar Creek, such as our Resource Specialist, aide, paraprofessionals, psychologists, speech and language therapists, and occupational therapists, shall remain employees of the District. The Charter School shall follow all policies and procedures of the District's SELPA in the provision of special education services. The Charter School shall be a "school of the District" for special education purposes, per Education Code section 47641(b).

### ***Plan for English Learners***

Caspar Creek Learning Community will meet all applicable legal requirements for English Learners ("EL"), including long-term English Learners or English Learners at risk of becoming long-term English Learners, as they pertain to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. Caspar Creek Learning Community will implement policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents.

#### **Home Language Survey**

Caspar Creek Learning Community will administer the home language survey upon a student's initial enrollment into the Charter School (on enrollment forms).

#### **English Language Proficiency Assessment**

All students who indicate that their home language is other than English will be tested with the English Language Proficiency Assessments for California ("ELPAC"). The ELPAC has four proficiency levels (Level 4: well developed; Level 3: moderately developed; Level 2: somewhat developed; and Level 1: minimally developed) and is aligned with the 2012 California ELD Standards.

The ELPAC consists of two separate assessments:

#### ***Initial Assessment ("IA")***

The ELPAC IA is used to identify students as either an English Learner, or as fluent in English. The IA is administered only once during a student's time in the California public school system based upon the results of the home language survey. The locally scored IA will be the official score. The IA is given to students in grades K–12 whose primary language is not English to determine their English proficiency status.

#### ***Summative Assessment ("SA")***

ELs will take the SA every year until they are reclassified as fluent English proficient. The ELPAC SA is only given to students who have previously been identified as an EL based upon the IA results, to measure how well they are progressing with English development in each of the four domains. The results are used as one of four criteria to determine if the student is ready to be reclassified as fluent English proficient, to help inform proper educational placement, and to report progress for accountability.

Both the ELPAC SA and IA are paper–pencil assessments administered in seven grade spans—K, 1, 2, 3–5, 6–8, 9–10, and 11–12. In kindergarten and grade 1, all domains are administered individually. In grades 2–12, the test is administered in groups, exclusive of speaking, which is administered individually.

Testing times will vary depending upon the grade level, domain, and individual student. Both the ELPAC IA and SA are given in two separate testing windows through the school year.

The IA testing window will be year-round (July 1 – June 30). Any student whose primary language is other than English as determined by the home language survey and who has not previously been identified as an English Learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English language proficiency within thirty calendar days after the date of first enrollment in a California public school, or within 60 calendar days before the date of first enrollment, but not before July 1 of that school year.

The SA testing window will be a four-month window after January 1 (February 1 – May 31). The English language proficiency of all currently enrolled English Learners shall be assessed by administering the test during the annual assessment window.

Caspar Creek Learning Community will notify all parents of its responsibility for ELPAC testing and of ELPAC results within thirty days of receiving results from the publisher. The ELPAC shall be used to fulfill the requirements under the Every Student Succeeds Act for annual English proficiency testing.

### ***Reclassification Procedures***

Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including, but not limited to, all of the following:

- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the ELAPC.
- Participation of the pupil’s teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil’s curriculum mastery.
- Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parents’ opportunity to participate, and encouragement of the participation of parents or guardians in the reclassification procedure including seeking their opinion and consultation during the reclassification process.
- Comparison of the pupil’s performance in basic skills against an empirically established range of performance and basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.

### ***Strategies for English Learner Instruction and Intervention***

The goal of the Caspar Creek Learning Community’s EL plan is to utilize high quality instructional programs and services for English learners that allow them, as quickly as possible,

to achieve at the same challenging grade level standards as native-English-speaking students. Caspar Creek Learning Community will meet all requirements of federal and state law to provide equal access to the curriculum for English Learners. The Charter School is dedicated to providing these students with an exceptional education, transitioning them into English proficiency as soon as possible. However, the Charter School also recognizes the importance of valuing students' native languages and will reinforce an appreciation for the cultures, customs, and languages of all its students through the Charter School's core curriculum as it focuses on building lifelong learners and community engagement.

The Caspar Creek Learning Community has a specialized EL curriculum that focuses on literacy.

Support services for EL students will include one or more of the following, as needed and appropriate:

- English courses that are core content courses written at a slightly easier reading level
- An English Language Development Course
- Small group and one-on-one instruction
- Hands on learning activities to increase engagement
- Content instruction using Specially Designed Academic Instruction in English ("SDAIE") techniques
- Specialized instruction by a Reading or Literacy Specialist
- English Language Development
- Primary language instruction/support
- Participation in Benchmark, Strategic or Intensive interventions
- Small group instruction
- Tutoring in native language

Students are not excluded from curricular and extracurricular activities based on an inability to speak and understand the language of instruction, and EL students are not assigned to special education because of their lack of English proficiency. Parents whose English proficiency is limited will receive notices and information from the Charter School in their native language to the extent possible to encourage participation in the Charter School.

The CDE recommends that the CA ELD Standards are not to be used in isolation from the CA CCSS for ELA/Literacy and other content standards during academic content instruction. Instead, they are designed, and should be used, as a complement to the CA CCSS for ELA/Literacy and other academic content standards. It is fully expected that all ELs will receive high-quality instruction based on both the CA CCSS for ELA/Literacy and the CA ELD Standards.

☐ The CA ELD Standards are not to be used piecemeal at a given proficiency level. To be used appropriately and effectively, standards articulated in both "Part I: Interacting in Meaningful Ways" and "Part : Learning About How English Works" should be used in tandem in strategic and purposeful ways.

☐ The CA ELD Standards do not provide an exhaustive list of all the linguistic processes and resources that ELs need to develop to be successful in school. This is especially the case with regard to disciplinary literacy. The CA ELD Standards do, however, provide descriptions of

knowledge and skills that are essential and critical for development, which teachers and curriculum developers can both unpack and expand upon to provide a comprehensive instructional program for ELs.

### ***Designated ELD***

Designated ELD will be provided by skilled teachers during program time (either online or at the resource center). Teachers will use the CA ELD Standards as the focal standards in ways that build into and from content instruction to develop critical language ELLs need for content learning in English. This will be an easy “transition” for Caspar Creek Learning Community as schools already have designated small group instructional classes. And these classes already use many different curriculum and content as all students at Caspar Creek Learning Community are in different places in their individualized instruction and are not in traditional “classes” with one teacher instructing just one content area. This designated ELD allows teachers to ask: “What are the opportunities presented by this content for teaching language?” Students will be placed in Designated ELD based on their proficiency levels as outlined below.

Caspar Creek Learning Community Designated ELD will:

- Focus on ELD Standards and connect to content standards.
- Be protected time to develop language skills, building into and from content instruction.
- Focus on meaning, forms, and functions of the English Language.
- Use frequent formative and corrective feedback for language development, not content learning. Content is secondary, and supports the language, but is not the primary objective.
- Focus on providing extended opportunities for students to use English to interact in meaningful ways. The class will be full of opportunities for extended discourse.

Because students do not necessarily engage in all classes through interactive methods, the Designated ELD will be where Caspar Creek Learning Community will primarily address the first two phases of the ELD standards which include:

#### **Part I: Interacting in Meaningful Ways**

- A. Collaborative (engagement in dialogue with others)
  - a. Exchanging information and ideas via oral communication and conversations
  - b. Interacting via written English (print and multimedia)
  - c. Offering opinions and negotiating with or persuading others
  - d. Adapting language choices to various contexts
- B. Interpretive (comprehension and analysis of written and spoken texts)
  - a. Listening actively and asking or answering questions about what was heard
  - b. Reading closely and explaining interpretations and ideas from reading
  - c. Evaluating how well writers and speakers use language to present or support ideas
  - d. Analyzing how writers use vocabulary and other language resources



- C. Productive (creation of oral presentations and written texts)
  - a. Expressing information and ideas in oral presentations
  - b. Writing literary and informational texts
  - c. Supporting opinions or justifying arguments and evaluating others' opinions or arguments
  - d. Selecting and applying varied and precise vocabulary and other language resources

In Part II, "Learning About How English Works," the headings identify key *language processes*: "Structuring Cohesive Texts," "Expanding and Enriching Ideas," and "Connecting and Condensing Ideas."

## Part II: Learning About How English Works

- A. Structuring Cohesive Texts
  - a. *Understanding text structure* and organization based on purpose, text type, and discipline
  - b. *Understanding cohesion* and how language resources across a text contribute to the way a text unfolds and flows
- B. Expanding and Enriching Ideas
  - a. *Using verbs and verb phrases* to create precision and clarity in different text types
  - b. *Using nouns and noun phrases* to expand ideas and provide more detail
  - c. *Modifying to add details* to provide more information and create precision
- C. Connecting and Condensing Ideas
  - a. *Connecting ideas* within sentences by combining clauses
  - b. *Condensing ideas* within sentences using a variety of language resources

## ***Integrated ELD***

The integrated ELD will be provided to ELs throughout the curriculum across all subjects by all teachers of ELLs. The ELD Standards will be used in tandem with the CCSS for ELA/Literacy and other content standards to ensure students strengthen their abilities to use English as they simultaneously learn content through English. Understanding of the content will be expected in tandem with understanding of English. Prior methods focused on students understanding English well enough to understand the content AFTER they learn English. The foundational question to the integrated approach will now be; "What are the language demands for accessing and participating in this content at this moment?" Again, while this will be a more defined approach to integrated ELD at Caspar Creek Learning Community and teachers must fully understand the ELD standards, the transition will not be as significant as in a traditional setting where one teacher teaches one subject all day. The teachers assigned to each student are ALREADY responsible for overseeing students' entire coursework and making sure they get students the support they need in each subject area. They are already responsible for ensuring that all of their students get the support they need to comprehend and engage in all content. For the EL's they will always be asking: "What are the language demands for accessing and participating in this content?" and they will ensure that the students get the support they need.

Caspar Creek Learning Community Integrated ELD will:

- Focus on content standards. ELD standards are integrated and connected to content.
- Focus on content learning and the academic language necessary for successful learning of the content, as well as transmission of that learning to others.
- Focus on providing multiple opportunities to master the content learning through retests, rewrites and participation in small group learning in content workshops.

The simple way of differentiating integrated and designated ELD is that Integrated ELD happens DURING each core subject the student is engaged in through the curriculum. With support from their assigned teacher and other teachers who the teacher engages to assist the student in their core content, students learn English through learning content classes. Designated ELD happens on its own time, with an ELD teacher during program time at the resource center.

### ***Proficiency Level Descriptors (PLDs)***

The organization of the PLDs represents English language development as a continuum of increasing proficiency in language learning and use, starting with native language competencies that students possess when they enter school, and concluding (though not ending) with lifelong language learning that all Proficiency Level Descriptors language users engage in. The three levels represent the stages of English language development, describing expectations for how well students can understand and use the English language at each level as they continue to build on existing language skills and knowledge.

The three levels below represent the stages of English language development, describing expectations for how well students can understand and use the English language at each level as they continue to build on existing language skills and knowledge.

The concepts covered during ELD time depend on the English Proficiency Levels of the students, not their grade level. The concepts taught in ELD classrooms are the same for a 7-year old, a 10-year old, or an adult if they are at the same ELD proficiency level. For example, all Beginning English Learners would be taught Phonemic Awareness and Phonics because they need to learn the connection between the sounds and letters of English. Since the goal of ELD is to develop native-like fluency, English Learners must be taught at increasing levels of complexity as their language proficiency advances. Many ELD standards repeat the same concepts across different proficiency levels. For example, standards call for Emerging, Expanding, and Bridging students to be taught to expand sentences using adverb phrases. These lessons must cover the same concept (adverb phrases) but with increasing complexity.

### ***PLDs at Caspar Creek Learning Community (From CDE)***

Emerging: Students at this level typically progress very quickly, learning to use English for immediate needs as well as beginning to understand and use academic vocabulary and other features of academic language.

Expanding: Students at this level are challenged to increase their English skills in more contexts and learn a greater variety of vocabulary and linguistic structures, applying their growing language skills in more sophisticated ways that are appropriate to their age and grade level.

Bridging: Students at this level continue to learn and apply a range of high-level English language skills in a wide variety of contexts, including comprehension and production of highly technical texts. The “bridge” alluded to is the transition to full engagement in grade-level academic tasks and activities in a variety of content areas without the need for specialized ELD instruction. However, ELs at all levels of English language proficiency fully participate in grade-level tasks in *all* content areas with varying degrees of scaffolding to develop both content knowledge and English.

Caspar Creek Learning Community will utilize the continuum of ELD proficiency level as the basis for evaluating student proficiency and ELD program delivery.

### ***Language Development Levels***

There are three levels of Language Development available at Caspar Creek Learning Community.

#### **Language Development Level 1:**

This level focuses on connecting prior knowledge, building on what the student already knows and using that to increase their reading skills. The level focuses heavily on reading, writing, and building vocabulary skills. We focus on giving the students reading support at the level they are currently reading. We focus on steadily increasing the level to challenge the student throughout the course to help increase the skill over time. As the level progresses we also focus on certain literary skills such as identifying cause and effect in a story. There are a variety of strategies used to help find the right course of action for each student. This level is designed to be engaging with reading and writing about topics that students would be familiar with and should be able to relate to. Finally there is a focus on formal and informal language. The focus is on beginning to write thoughtful sentences.

#### **Language Development Level 2:**

In level 2 we continue to build on the prior knowledge. At this level the student has moved to the intermediate stage. They are able to communicate in English verbally with friends and have an understanding of formal versus informal language. This course is designed to be a little more writing than level one. We continue working on vocabulary and enriching the language the student can use in their speaking and writing. We focus on building their writing abilities. At this level we are looking for students to be able to write sentences and put those sentences together in a paragraph and be able to write a basic essay. The reading in level 2 grows in challenge as their reading level increases. In addition we are looking for students now to be able to write at a higher level. By the end of the course the student will begin interpreting literature, introducing them to reading, understanding, and interpreting poetry and dramas. Students will be able to understand the difference between literal meanings and symbolism and how authors use language to say one thing but mean another.

#### **Language Development Level 3:**

Here we continue to build on prior knowledge and work to further enrich the student’s vocabulary, reading, and writing skills with more challenging reading levels that still meet the student where they are, while pushing the zone of development. In level 3 the student is at the

bridging level and can now write a proper essay. Practical application of writing is also a focus. The point of this level is to tie the prior levels together, give the student the chance to further grow, and experience success in writing. By the conclusion of this level the student will have the skills needed to excel in their academic career.

### **Monitoring and Evaluation of Program Effectiveness**

The Charter School evaluates the effectiveness of its education program for ELs by:

- Adhering to Charter School-adopted academic benchmarks by language proficiency level and years in program to determine annual progress.
- Monitoring teacher qualifications and the use of appropriate instructional strategies based on program design.
- Monitoring student identification and placement.
- Monitoring parental program choice options.
- Monitoring availability of adequate resources.

### ***Independent Study***

#### ***Laws and Regulations***

Caspar Creek Learning Community shall comply with all state and federal laws regarding independent study, including, but not limited to, Education Code Section 51745 *et seq.* and its implementing regulations.

#### ***Written Policies***

Caspar Creek Learning Community has adopted a written policy on independent study. The independent study policy includes, but is not limited to, the following:

- The maximum length of time, by grade level and type of program, that may elapse between the time an independent study assignment is made and the date by which the student must complete the assigned work.
- The number of missed assignments that will be allowed before an evaluation is conducted to determine whether it is in the best interests of the student to remain in independent study. A written record of the findings of any evaluation made pursuant to this subdivision shall be maintained in the student's permanent record.
- A requirement that a current written agreement ("master agreement") for each independent study student shall be maintained on file.

#### ***Independent Study Master Agreements***

Caspar Creek Learning Community maintains on file a current written master agreement for each independent study student. The master agreement contains, at minimum, the following information:

- The manner, time, frequency, and place for submitting a student's assignments and for

reporting his or her progress.

- The objectives and methods of study for the student's work and the methods utilized to evaluate that work.
- The specific resources, including materials and personnel that will be made available to the student.
- A statement of the policies adopted regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work as well as and the number of missed assignments allowed prior to an evaluation of whether or not the student should be allowed to continue in independent study.
- The duration of the independent study master agreement. No independent study agreement shall be valid for any period longer than one year.
- A statement of the number of course credits, or other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion.
- The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no student may be required to participate.
- Each written agreement shall be signed, prior to the commencement of independent study, by the student; the student's parent, legal guardian, or caregiver if the student is less than 18 years of age; the certificated employee, supervising teacher who has been designated as having responsibility for the general supervision of independent study; and all other persons who have direct responsibility for providing assistance to the student.

### ***Prohibition against Provision of Funds or Things of Value***

Caspar Creek Learning Community shall not provide any funds or other things of value to the student or his or her parent or guardian that a school district could not legally provide to a similarly situated student of the school district or to his or her parent or guardian.

### ***County or Contiguous County Residents***

Caspar Creek Learning Community may only receive funding for the provision of independent study to students who are residents of Mendocino County or who are residents of a county immediately adjacent to Mendocino County. Per California Education Code, students who move away from the county of authorization or a contiguous county may remain enrolled in Caspar Creek Learning Community and generate ADA for the remainder of the school year only.

### ***Teacher/Student Ratio***

Caspar Creek Learning Community complies with Title 5 California Code of Regulations Section 11704 and Education Code Section 51745.6 regarding teacher to ADA limits.

### ***School Calendar***

As required by law, Caspar Creek Learning Community will offer at least 175 instructional days each year.

## ***Instructional Minutes***

Caspar Creek Learning Community shall offer, at a minimum, the required number of minutes of instruction set forth in 47612.5(a)(1), or as modified by applicable law.

## ***Contemporaneous Records of Attendance***

Caspar Creek Learning Community maintains written contemporaneous records that document all student attendance and make these records available for audit and inspection. “Attendance” means the attendance of charter school students while engaged in educational activities required of them by their charter schools on days when school is actually taught in their charter schools. “Regular average daily attendance” is computed by dividing the school’s total number of student-days of attendance by the number of calendar days on which school was actually taught. For purposes of determining the school’s total number of student-days of attendance, no student may generate more than one day of attendance in a calendar day.

For independent study students, parents/guardians/or students age 18 or over, Caspar Creek Learning Community will keep a daily log of engagement in educational activities. This is maintained signed contemporaneously by the certificated teacher of record. Additionally, the certificated teacher of record will document and personally judge, in each instance, the extent of the time value of the student work products.

## ***Professional Development***

Teachers are required to attend weekly staff meetings, four half-day professional development trainings throughout the year, and five preparation and staff development days before the school year starts.

Teachers will engage in pre-school opening trainings for a period of five days. Three of these days will cover curriculum, systems, and assessment topics. In addition to curriculum and systems training, teachers will receive two days of personnel training (child abuse reporting, sexual harassment training, labor practices, fire drills, health issues, etc.) and team building activities.

Additional professional development trainings for teachers will be conducted once a month (there are staff meetings weekly, but once a month, these meetings will be professional development-related rather than covering school operations and student issues). These trainings will occur in some of the topics listed below. In some cases, outside resources will be hired to present the topics in their areas of expertise. The lead teacher will conduct other trainings and work with the teachers to establish the agenda so that it meets the needs of the teachers. This is not a comprehensive list and may be revised based on teacher and student needs.

Professional Development Topics Covered May Include:

- Serving students with special needs
- Serving at-risk and homeless students
- 504 accommodations
- Project-based learning
- Using assessment data to inform instruction and developing educational programs

- Student goal setting
- Service learning
- Teaching writing strategies and comprehension
- Student-led conferences
- Reflection on the year strategic planning
- ELD

Additional Professional Development Conferences:

- CEDR Systems conference (mainly for SPED SEIS system)
- School Pathways (or other SIS) conference
- MTSS conference
- Safe Schools (or other insurer-provided) conference

State sponsored training events:

- CAASPP training
- ELPAC training
- LCAP training

Other workshops provided by COEs and other organizations, such as:

- EL curriculum and best practices
- Young, Minney & Corr workshops on student services, HR, governance
- Spanish language courses
- Health & immunization compliance and best practices
- CPR & First Aid training including administering epi pen and glucagon
- Restorative justice
- Positive Behavioral Supports
- Dealing with Difficult People seminar
- Yoga for youth

Teachers are invited to suggest additional topics for professional development based on their needs throughout the year.

Teachers are encouraged to read professional journals, attend webinars, and join professional teaching organizations.

### ***Annual Goals and Actions to be Achieved in the State Priorities***

In accordance with Education Code Section 47605(c)(5)(A)(ii), a reasonably comprehensive description of the Caspar Creek Learning Community annual goals for all pupils and for each subgroup to be achieved in the state priorities as described in subdivision (d) of Section 52060, and the specific annual actions to achieve those goals are described in **Appendix B**.

### **Local Control and Accountability Plan**

In accordance with Education Code Section 47606.5, Caspar Creek Learning Community shall comply with all elements of the LCAP pursuant to regulations and a template adopted by the

California State Board of Education and reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter. Caspar Creek Learning Community shall submit the LCAP to the District and the County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33.

## MEASURABLE STUDENT OUTCOMES

*Governing Law: The measurable pupil outcomes identified for use by the charter school. “Pupil outcomes,” for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school’s educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subdivision (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school. Education Code Section 47605(c)(5)(B)*

Caspar Creek Learning Community is committed to providing all of its students with an excellent, high-quality education. To achieve this goal, high student achievement as measured by national, state, local, and Caspar Creek Learning Community measures must be achieved. Goals for student and school outcomes are continually refined and developed to reflect the changing needs of the Charter School.

### Student and Operational School Outcomes Aligned with State Priorities

In accordance with Education Code Section 47605(c)(5)(A)(ii), a reasonably comprehensive description of the Caspar Creek Learning Community annual goals for all pupils and for each subgroup to be achieved in the state priorities and the specific annual actions to achieve those goals are described in **Appendix B**.

## METHODS OF ASSESSMENT

*Governing Law: The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card. Education Code Section 47605(c)(5)(C)*

The methods for measuring pupil outcomes are consistent with the way the Charter School will report information on its School Accountability Report Card (“SARC”). Other assessments are listed here that are not reported on the SARC but which the Charter School will use to gain a fuller picture of student achievement. Caspar Creek affirms that, to the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a SARC.

Detailed first-hand knowledge of a student’s developmental readiness, academic levels, and academic abilities are the most important factors in a teacher’s ability to assess student progress. Due to small class sizes, it is possible for teachers at Caspar Creek Learning Community to have



firsthand knowledge of each child's strengths, areas of need, and whether they are making sufficient progress in core areas relative to their developmental readiness. Qualitative assessment based on work product and interaction with students is highly valued for informing instruction and individual goals for each student so much so that individual students' goals may be adjusted daily, if not moment to moment, based on what the teacher has seen that student accomplish that day. However, progress may also be assessed using other tools such as, but not limited to:

- San Diego Quick assessment of reading level.
- Reading level passages based on Fountas and Pinnel's guided reading levels with questions to check for comprehension.
- End of unit assessments for Singapore Math Common Core Edition.

Caspar Creek Learning Community will conduct all required state assessments per Education Code Section 47605(d)(1) in compliance with the CAASPP program.

Caspar Creek Learning Community measures the impact and success of its academic programs utilizing all the aforementioned forms of evaluation and assessment. Caspar Creek Learning Community is committed to conducting some form of assessment on an annual, quarterly, weekly, and daily basis in all core curricular areas. The proactive nature of these assessments will serve as an opportunity for teachers and administrators to critique their program, modify instructional approaches, and establish new goals and expectations to better serve the student population.

Caspar Creek Learning Community will also administer all state and national tests required for grades K–5. Whenever appropriate, the ELPAC will also be administered.

Caspar Creek Learning Community fosters a climate of continuous improvement, establishing individual goals for each student in the core classes of reading and mathematics, based on a teacher's intimate knowledge of a student's progress in relation to the grade-level standards, a review of standardized test scores and other assessments employed by the Charter School. The ongoing goal of Caspar Creek Learning Community is to nurture and educate the whole child while continuing to improve performance on the state-mandated standardized tests each year until all students meet or exceed standards in math and English–language arts.

### ***Use and Reporting of Data***

Teachers communicate frequently with parents regarding the progress of their child through in-person conversations, e-mails, and phone calls. In addition to informal reports of student progress, concerns, and successes, a formal report of progress is issued to parents each semester. This report covers the six areas: language arts, math, science, social studies, visual and performing arts, and physical education. What has been taught in each of these areas is detailed on this report as well as a mark indicating whether the child is making sufficient progress, falling behind, or excelling.

Student work is checked daily and feedback and assistance is given to each student based on performance on assignments. Students and teachers at Caspar Creek Learning Community are in constant communication so that students receive the help and encouragement they need when they need it.

### ***Plan for Students who are Academically High-Achieving***

Caspar Creek's individualized approach enables students who are academically high-achieving to progress at a rate commensurate with their individual abilities. All students are encouraged and empowered to act on their natural thirst for knowledge about their world, without the external limitation of a grade level. This approach is enhanced by Caspar Creek's multi-grade structure and setting.

### ***Plan for Students who are Academically Low-Achieving***

Caspar Creek's approach to identification and support of students who are academically low-achieving is incorporated in the Multi-Tiered System of Supports described in the next section, "MTSS at Caspar Creek Learning Community."

### ***MTSS at Caspar Creek Learning Community***

Multi-Tiered System of Supports (MTSS) is the integration of evidence-based instruction, interventions, and assessments to address the full range of student academic and behavioral needs. In MTSS, the needs of **all** learners are identified and supported early through increasing levels of instructional intensity and time. By using performance data and through monitoring learning rates and social-emotional-behavioral development of students, teachers at Caspar Creek Learning Community make important instructional decisions to meet the needs of all of our learners (e.g., students from different backgrounds, levels of language proficiency, and students who already know the content and need acceleration).

MTSS encompasses both the academic and social-emotional-behavioral demands of learning. MTSS also encourages focus to be on the cohesive systems of support, rather than just intervention.

MTSS is a key part of the broader Caspar Creek Learning Community strategic framework to support all learners and ensure equitable access to a robust, high quality education. MTSS provides the structure for the teachers at Caspar Creek Learning Community to prioritize the academic and behavioral needs of all students, including our students with unique learning needs including those with advanced learning needs, students with disabilities, and English Language (EL) and Bilingual Learners.

In a multi-tiered system of instruction and support, teachers provide quality instruction across three tiers that is universally designed, differentiated, culturally and linguistically responsive, and aligned to grade-level content standards. MTSS is a framework that provides equitable access to high-quality, grade-level academic and behavioral instruction and supports for all students.

#### **Tier 1: Core Instruction and Systems of Support- Great Teaching for All**

**Tier 1** is Core instruction aligned to content standards. All students, including students with disabilities, ELLs/bilingual learners, students in early childhood programs, and advanced learners are expected to reach grade-level academic standards and develop positive social-emotional skills and proficiencies for healthy living. We expect that the majority (e.g., 80%) of students receiving core instruction will achieve mastery of the content standards when robust

core instruction is in place. For behavior, this also means having structures in place to support positive behavior and social-emotional learning in all settings. Core instruction is linguistically appropriate for English Language Learners (ELLs) and Bilingual Learners and is universally designed for all students. For ELLs and Bilingual learners, this means achieving mastery in the standards at a rate that is commensurate to their language proficiency.

Differentiation of behavior and academic instruction begins in Tier I and continues across the tiers. Differentiation requires teachers to recognize students' varying levels of readiness, interests, background knowledge, language, and culture. When teachers differentiate they respond and proactively plan for differing abilities in the same classroom. Differentiation is built into Caspar Creek Learning Community through small class sizes and an emphasis on individualized learning. Differentiation can occur through modifications to the content (what is taught), process (how it is taught), product (how learning is shown), and/or resources available in the classroom (core curriculum or supplementary materials). To differentiate instruction to maximize student growth, teachers can add depth and complexity to the curriculum, scaffold lessons, form flexible groupings, implement interest and/or learning centers, employ questioning strategies, allow for independent study, preview, review, reteach, and front load content.

Close personal relationships with students and daily monitoring of student work allow teachers at Caspar Creek Learning Community to identify the needs of all students throughout the school year. Teachers analyze data related to academic, behavior, attendance, and language proficiency, and tailor instruction to students. Teachers regularly review and monitor student progress through interim and formative assessments to determine learning trends and patterns to reinforce or emphasize in subsequent instruction. When assessment measures indicate that a student needs more instruction and intervention to access the core curriculum, then educators provide Tier 2 supplemental supports.

## **Tier 2: Strategic Intervention – Supplemental Support**

Tier 2 begins with an SST (Student Study Team) meeting involving staff and the students parent(s). In this meeting, concerns and data regarding learning are shared, and a plan for more intense interventions is made and implemented.

Tier 2 interventions, known as “Strategic or Supplemental Intervention,” are in addition to high quality Tier 1 core instruction. Teachers use strategic Intervention for approximately 10-15% of students that need additional time, intensity, and/or type of instruction to achieve desired grade level benchmarks. Staff provides strategic interventions to give students more time to learn by using an instructional strategy used in the core instruction (Tier 1) or a different instructional pedagogy - whichever benefits the student more. Strategic interventions include more intensive instruction (time and focus) aligned to students' instructional needs based on data from multiple measures and includes ongoing progress monitoring. Fluent and ongoing use of data allows teacher(s) to determine if the student is making the expected rate of progress and growth to make decisions around current supports.

### **Tier 3: Intensive Intervention**

**Tier 3**, often also known as intensive intervention, is targeted intervention for a few (1-5%) students who, after receiving high quality, develop attentive core instruction (Tier 1) and strategic intervention (Tier 2), still need increased time and intensity of instruction and/or behavioral supports. Tier 3 instruction focuses on a more narrow set of academic and behavioral skills and may include individual or small group work with support staff.

Progress monitoring at Tier 3 occurs more frequently. Student performance is monitored closely to evaluate progress and the effectiveness of instruction and intervention, which allows for adjustment of instruction when needed. Intensity, frequency, duration of support, and student-teacher ratio change as students move through the tiers, as does the frequency of progress monitoring.

### **Other Considerations:**

This multi-tiered framework is a continuum of instruction and intervention where an individual student may simultaneously receive differentiated instruction in varying intensity in Tiers 1, 2, and 3 to match learning supports to both academic and behavioral/social-emotional needs.

For ELLs and bilingual learners, it is essential that the teacher team consider the expected rate of language acquisition (i.e. typically 5-7 years to reach academic language in English on par with monolingual learners) for our language learners as they assess their progress. Interventions need to be provided in the language of instruction.

For advanced learners, supports are provided to accelerate the student through subject or grade level changes. This may mean that a student's "academic" level peers may not be their "grade" level peers when looking at instruction. This is a natural part of Caspar Creek Learning Community as all groupings are multi-age and all students are free to move through the curriculum at a pace that is appropriate to their academic and social-emotional development. Tier 3 supports are **not** synonymous with special education services nor are they an automatic placement for ELLs or bilingual learners, but rather a critical step in providing intensive intervention so that students have an additional opportunity to close gaps so that they can meet expected grade level benchmarks and language proficiencies.

## **GOVERNANCE STRUCTURE**

*Governing Law: The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement. Education Code Section 47605(c)(5)(D).*

### **Non-Profit Public Benefit Corporation**

Caspar Creek Learning Community is a directly funded independent charter school operated by the Caspar Creek Learning Community, Inc. ("CCLC, Inc."), a California non-profit public benefit corporation that has been designated by the Internal Revenue Service as a 501(c)(3) tax-exempt organization.

Caspar Creek Learning Community shall operate autonomously from the District, with the exception of the supervisory oversight as required by statute and other contracted services as negotiated between the District and Caspar Creek Learning Community. Pursuant to Education Code Section 47604(d), the District shall not be liable for the debts and obligations of Caspar Creek Learning Community, operated by a California non-profit public benefit corporation, or for claims arising from the performance of acts, errors, or omissions by Caspar Creek Learning Community, as long as the District has complied with all oversight responsibilities required by law.

Attached as **Appendix C, D and E** are the CCLC, Inc. Articles of Incorporation, Bylaws, and Conflict of Interest Policy.

#### Board of Directors

Caspar Creek Learning Community is governed by the Caspar Creek Learning Community, Inc. Board of Directors (“Board” or “Board of Directors”) in accordance with its adopted corporate bylaws, which shall be consistent with the terms of this charter. The Board shall have no more than seven (7) and no more fewer than three (3) directors. All directors shall be designated by the existing Board of Directors. All directors are to be designated at the corporation’s annual meeting of the Board of Directors. In accordance with Education Code Section 47604(b), the authorizer may appoint a representative to sit on the Board of Directors. If the authorizer chooses to do so, the Board may designate an additional member to ensure that the Board is maintained with an odd number of directors.

Each director shall hold office unless otherwise removed from office in accordance with the Bylaws for one (1) year and until a successor director has been appointed or elected as required by the position as described below.

Members of the Board, school committees, administrators, managers or employees, and any other committees of Caspar Creek Learning Community shall comply with applicable federal and state laws, non-profit integrity standards, and applicable laws and regulations regarding ethics and conflicts of interest. CCLC, Inc. complies with the Political Reform Act and Corporations Code provisions regarding conflicts of interest, as well as Government Code Section 1090, as set forth in Education Code Section 47604.1. CCLC, Inc. has adopted a Conflict of Interest Code that complies with the Political Reform Act and Corporations Code conflict of interest rules.

Subject to the provisions and limitations of the state law governing not for profit corporations and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the corporation’s activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board. The Board may delegate the management of the corporation’s activities to any person(s), management company or committees, however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

The Board of Directors shall be the responsible agent of Caspar Creek Learning Community and will contract with third-party service providers as necessary.

Prior to the start of the Charter School's first school year, Caspar Creek Learning Community, Inc.'s Bylaws, Articles of Incorporation and Conflict of Interests Policy will be reviewed and updated as needed.

In accordance with Education Code Section 47604.3, Caspar Creek Learning Community shall promptly respond to all reasonable inquiries from the District, including but not limited to inquiries regarding financial records, and shall consult with the District regarding any such inquiries.

#### Board Meetings and Directors

CCLC, Inc. Board meetings are held at least quarterly and in accordance with Brown Act requirements. Meeting agendas are posted online and at the resource center, as well as at any meeting location.

The Board holds regular meetings to discuss the state of CCLC, Inc., and the Charter School, including, but not limited to, reporting on the performance of the Charter School with data regarding: enrollment, attendance, academic performance, financials (including budget reports, etc.), parent/student satisfaction, withdrawals, suspensions, and expulsions.

The Board of Directors approves, and assists with development of, school policies, including, but not limited to, reimbursement, acceptable use of computers, teacher performance, personnel policies, Internet safety policies, student conduct, records oversight, independent study, facilities acquisition, and interventions for student success.

#### Board Composition

The names and relevant qualifications of all persons whom the petitioner nominates to serve on the initial Board of Directors are described in **Appendix F**.

#### CCLC, Inc. Board of Directors' Responsibilities

The Board of Directors of the Charter School will meet regularly, at least quarterly, and in accordance with the Brown Act and Education Code Section 47604.1(c). The Board is fully responsible for the operation and fiscal affairs of the Charter School including, but not limited to, the following:

- Approve and monitor the implementation of general policies of the Charter School;
- Approve and monitor the Charter School's annual budget and budget revisions;
- Hire, supervise, evaluate, discipline, and dismiss the Lead Teacher of Caspar Creek Learning Community, Inc.;
- Execute all applicable responsibilities provided for in the California Corporations Code;
- Approve the school calendar and schedule of Board meetings;
- Review requests for out of state or overnight field trips;
- Participate in the dispute resolution procedure and complaint procedures when necessary;
- Approve annual fiscal audit and performance report;
- Appoint an administrative panel or act as a hearing body and take action on

- recommended student expulsions;
- Hiring of auditors;
- Approval of check registry;
- Strategic planning.

The Charter School will update the District regarding changes in board composition by means of the posting of Board meeting agendas and minutes.

The Caspar Creek Learning Community, Inc. Board of Directors may initiate and carry out any program or activity that is not in conflict with or inconsistent with any law and which is not in conflict with the purposes for which charter schools are established.

### Parent Involvement

The general public, including parents, is given notice of each Board meeting in accordance with the Brown Act and are encouraged to contribute and participate. Parent feedback is solicited by means of an annual school satisfaction survey, and through parent involvement in meetings and surveys in connection with the development and monitoring of LCAP priorities.

Parents have additional opportunities to participate through:

- Volunteer opportunities at the resource center
- Field trip chaperone opportunities
- Scheduled Community Work Days to help maintain the site and buildings
- Frequent communication with teachers about individual student progress

## EMPLOYEE QUALIFICATIONS

*Governing Law: The qualifications to be met by individuals to be employed by the charter school. —Education Code Section 47605(c)(5)(E).*

### Application Process

Caspar Creek Learning Community will not discriminate against any employee based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, pregnancy, physical or mental disability, childbirth or related medical conditions, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. Caspar Creek Learning Community will adhere to applicable California laws, including fingerprinting and prohibitions regarding the employment of any person who has been convicted of a violent or serious felony. The interview process involves all staff at every level at each school location.

All employees must furnish or be able to provide:

- Proof of negative tuberculosis (TB) risk assessment or negative examination for TB in accordance with Education Code Section 49406;
- Fingerprinting for a criminal record check. Caspar Creek Learning Community will process all background checks as required by Education Code Section 44237;

- Documents establishing legal employment status.

The Caspar Creek Learning Community's Lead Teacher develops and coordinates the hiring and evaluation process for teachers and office staff. Selection is based on proven experience in educational leadership, educational vision, demonstrated ability in program design and ability to provide effective instructional leadership, and interest in and commitment to educational reform.

#### Lead Teacher

Under the direction of the Governing Board, the Lead Teacher is responsible for daily operations of the Resource Center and serves as the on-site administrator. This position requires excellent decision-making skills and the ability to handle many tasks at once.

#### Description of duties:

1. Liaison between Charter School and authorizing District.
2. Bring the team together and ensure positive school culture of staff, students and parents.
3. Ensure all staff receive adequate communication about site operations.
4. Work with site coordinator to decide school supply needs, and ensure Amazon wish list is being properly managed and updated.
5. Ensures safe & efficient operations of facility.
6. Lead individual site meetings, community relations, and outreach.
7. Lead and supervise planning and implementation of special events such as open houses and back to school nights.
8. Serve as a resource to staff regarding student management issues.
9. Ensure implementation of the crisis management plan and school safety requirements.
10. Develop site schedule.
11. Facilitate required testing and assessment.
12. Ensure schoolwide discipline policies are enforced consistently.
13. Ensure compliant lottery process.

#### Qualifications:

1. Significant technological prowess and the ability to juggle many tasks at once.
2. Knowledge of and ability to apply interpersonal communication techniques.
3. Skills to manage personnel and programs, communicate effectively, problem solve.
4. Ability to understand and accept individual differences in children and parents.
5. California Teaching Credential

#### Site Coordinator

Works under the supervision of the Lead Teacher. The site coordinator is responsible for student enrollment, maintenance of student files, and a variety of duties to assist in the daily operations of the resource center. This position requires organization and the ability to handle many tasks at once.

#### Description of duties:

1. Serves as the first point of contact for interested families. Delivers information, answers questions and conducts site tours for interested families.



2. Promotes and maintains a positive and effective school climate by ensuring that all interactions with staff, students, parents, and the public at large are prompt, efficient, helpful and friendly.
3. Ensures Student Registration Packet is complete with all documents legally required to enroll a student in a CA public School.
4. Responsible for maintaining and updating all student demographic information and start dates in the system.
5. Is trained to watch for issues such as custody, immunizations, Special Education, 504, age, discipline and location to our school for enrollment and pull in the appropriate staff to assist in these areas.
6. Is responsible for maintaining and updating student enrollment files and cumulative files including entering student registration information into the Student Information System.
7. Supervises the maintenance of student records, including assessment results, test scores, discipline citations, medical reports and records, and other documents.
8. Helps in general up-keep of the Resource Center cleanliness and pulls in support from the Site Admin on repairs and improvements.
9. Processes all mail and is responsible for mailing student report cards and transcript requests.
10. Is responsible for auditing all teacher compliance files and sending information to Lead Teacher.
11. Sends weekly updates on enrollment, resource center and projects to Lead Teacher.
12. Works with marketing when necessary to answer questions or help plan events.
13. Facilitates staff in planning and setting up events and field trips.
14. Is primary on phones for resource center. Answering and directing phone calls/questions.
15. Develops implements and monitors work practices, systems, and methods that are effective and consistent with school standards, policies, and procedures.
16. Is responsible for inventory-receives, and distributes/stores classroom, school office and workroom materials and supplies; maintains ongoing inventory; processes packing slips.
17. Works with back office business services provider no Accounts Payable and Account Receivable

#### Qualifications:

1. Organization, attention to detail, and problem solving skills
2. Written and verbal communications skills
3. Proficiency in Microsoft Office and other software programs
4. Knowledge of clerical and administrative procedures and systems such as filing and record keeping

#### Teacher

Caspar Creek teachers embrace the Caspar Creek philosophy and hold the primary responsibility for the development and implementation of instruction, and for the learning success of CCLC students.

#### Description of Duties:

1. Support the school's mission, philosophies, values, goals, and policies toward students, parents/guardians and coworkers.
2. Interact frequently and respectfully with children and parents.
3. Design and effectively deliver engaging and developmentally appropriate curriculum and instruction tailored to the needs and strengths of individual children.
4. Establish a nurturing family-like classroom environment that fully engages the children in hands-on, collaborative and project-based learning.
5. Create a positive and non-competitive educational and social climate.
6. Actively support children's social and emotional development, including teaching and practicing conflict resolution skills.
7. Assess students' progress primarily through direct observation and collaboration.
8. Work closely and collaborate with colleagues to address the needs of children and to achieve a continuum of learning from grade to grade.
9. Facilitate ongoing parent/guardian communications and conferences to discuss student progress/development.
10. Set clear short-term and long-term individual goals to drive instruction.
11. Work with parents to create the best possible experience for each child.
12. Welcome and encourage parent volunteers in the classroom.
13. Collaborate with the Special Education staff to ensure that students receive appropriate accommodations and support.
14. Implement classroom management practices that are consistent with the existing culture of the program.
15. Maintain an organized, attractive and safe learning environment.
16. Uphold all school policies and procedures.
17. Timely complete all required documentation of student attendance, participation and progress toward goals.

#### Ideal Skills and Characteristics:

1. Eagerness to uphold CCLC's mission.
2. Ability and willingness to maintain a professional, friendly and positive attitude.
3. Openness to feedback, and a desire to grow professionally.
4. A strong work ethic and a desire to go "above and beyond."
5. High level of organization.

#### Minimum Qualifications:

1. Belief in the CCLC mission, values, and philosophy
2. A developmental orientation and a belief in the importance of the learning process rather than a focus on performance.
3. Familiarity with the California and Common Core Standards.

4. The Commission on Teacher Credentialing certificate, permit or other document required for the teacher's certificated assignment. CCLC may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner a governing board of a school district. (Teachers employed by charter schools during the 2019-20 school year shall have until July 1, 2025, to obtain the certificate required for the teacher's certificated assignment.)
5. Kindness, sincerity and integrity.

#### Ideal Qualifications:

1. Three or more years of teaching experience.
2. Familiarity/experience with environmental education and alternative methods.
3. Strong commitment to helping students achieve individual success.
4. Commitment to continued professional development.

#### Staff Evaluation Plan

The Lead Teacher is responsible for evaluating and overseeing evaluations of all teachers and support staff. School staff evaluation is performed at least annually. A critical part of teacher evaluation and retention will be based on performance outcomes, measuring students' achievement, and the teacher's appropriate documentation of student attendance and progress.

A formal 360 evaluation is completed for each teacher and support staff member every spring. It is designed so that teachers and support staff are evaluated by the Lead Teacher and one or two peers. Individual evaluators' scores are anonymous to the employee but are averaged together for individual standards, as well as the parts of each standard, and presented to the employee on a scale of 1 to 4 (1 being "Does Not Meet Standard" and 4 being "Exemplifies Standards"). Teachers and support staff are able to discuss each standard, as well as the parts of each standard, during the formal evaluation with the Lead Teacher.

## HEALTH AND SAFETY

*Governing Law: The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following:*

- (i) *That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.*
- (ii) *The development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (J), inclusive, of paragraph (2) of subdivision (a) of Section 32282.*
- (iii) *That the school safety plan be reviewed and updated by March 1 of every year by the charter school. California Education Code Section 47605(c)(5)(F).*

To provide safety for all students and staff, Caspar Creek Learning Community implements full health and safety policies and procedures and risk management policies in consultation with its insurance carriers and risk management experts. These procedures shall be incorporated into Caspar Creek Learning Community's student and staff handbooks and shall be reviewed on an ongoing basis by the Lead Teacher and Board of Directors. Caspar Creek Learning Community shall ensure that staff are trained on the health and safety policies.

The following is a summary of the health and safety policies of Caspar Creek Learning Community:

### ***Procedures for Background Checks***

Employees and contractors of Caspar Creek Learning Community shall be required to submit to a criminal background check and to furnish a criminal record summary as required by Education Code Sections 44237 and 45125.1. Applicants for employment must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. The Lead Teacher of Caspar Creek Learning Community shall monitor compliance with this policy and report to the Board of Directors on a regular basis. The Board President shall monitor the fingerprinting and background clearance of the Lead Teacher. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee. Volunteers must sign in agreement that they have read and understand and agree to follow the Family Educational Rights and Privacy Act (“FERPA”) Policy.

### ***Role of Staff as Mandated Child Abuse Reporters***

All employees are mandated child abuse reporters and follow all applicable reporting laws. The Charter School shall provide mandated reporter training to all employees annually in accordance with Education Code Section 44691.

### ***Tuberculosis Risk Assessment and Examination***

Employees, and volunteers who have frequent or prolonged contact with students, shall be assessed and examined (if necessary) for tuberculosis prior to commencing employment and working with students, and for employees at least once each four years thereafter, as required by Education Code Section 49406.

### ***Immunizations***

The Charter School adheres to all laws related to legally required immunizations for entering students pursuant to Health and Safety Code Sections 120325–120375 and Title 17, California Code of Regulations Sections 6000–6075.

### ***Medication in School***

The Charter School adheres to Education Code Section 49423 regarding administration of medication in school. The Charter School will adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members.

### ***Suicide Prevention Policy***

The Charter School shall maintain a policy on student suicide prevention in accordance with Education Code Section 215. The Charter School shall review, at minimum every fifth year, its policy on pupil suicide prevention and, if necessary, update its policy.

## ***Emergency Response***

Staff shall receive training in emergency response, including appropriate "first responder" training or its equivalent.

## ***Blood-borne Pathogens***

The Charter School shall meet state and federal standards for dealing with blood-borne pathogens and other potentially infectious materials in the workplace. The Board shall establish a written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus ("HIV") and hepatitis B virus ("HBV").

Whenever exposed to blood or other body fluids through injury or accident, students and staff should follow the latest medical protocol for disinfecting procedures.

## ***Drug-Free, Alcohol-Free, and Smoke-Free Environment***

The Charter School maintains a drug-free, alcohol-free, and smoke-free environment.

## ***Facility Safety***

Caspar Creek Learning Community shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. Caspar Creek Learning Community agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. Caspar Creek Learning Community shall conduct fire drills as required under Education Code Section 32001.

## ***Vision/Hearing/Scoliosis***

The Charter School adheres to Education Code Section 49450 *et seq.* as applicable to the grade levels served.

## ***Title IX Coordinator***

The Charter School adheres to Education Code 221.5-231.5, collectively known as the Sex Equity in Education Act including that all persons, regardless of their gender should enjoy freedom from discrimination of any kind in the educational institution. These laws expand upon gender equity and Title IX laws. Additionally, the Charter School will comply with Education Code 221.61 and post the name and contact information of the Title IX Coordinator, rights of students, rights and responsibilities of the public school, information and weblinks to the Office for Equal Opportunity and US Dept. of Education's Office for Civil Rights, and a description on how to file a complaint on its website.

## ***First-Aid and CPR Certified***

The Charter School is committed to providing a safe environment for students and staff by providing annual CPR and First Aid Training for all certificated staff as recommended by Education Code 49413. Certifications are valid for two years, so staff attends as needed to stay current with certifications.

## ***Head Lice***

The Charter School has established protocols for identifying and responding to the occurrence of head lice on campus, as well as notification procedures and educational materials for families and staff.

## ***Emergency Preparedness***

The Charter School adheres to an Emergency Preparedness Handbook drafted for Caspar Creek Learning Community by Hytropy Reverse Disaster or other equivalent provider. This handbook includes, but is not limited to, the following responses: fire, flood, earthquake, terrorist threats, hostage situations, and medical emergencies.

Staff shall receive training in emergency response, including appropriate "first responder" training or its equivalent by Hytropy Reverse Disaster or other trained professionals. The Emergency Preparedness Handbook is quite extensive and will be provided upon request.

## ***Comprehensive Anti-Discrimination and Harassment Policies and Procedures***

The Charter School is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. The Charter School has developed a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with Caspar Creek Learning Community's discrimination and harassment policies.

A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired. The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code Section 231.6, and shall prominently and conspicuously display the poster in each bathroom and locker room at the schoolsite and in public areas at the schoolsite that are accessible to, and commonly frequented by, pupils.

## ***Prevention of Human Trafficking***

The Charter School shall identify and implement the most appropriate methods of informing parents and guardians of students in grades 6 through 12 of human trafficking prevention resources.

### ***Nutritionally Adequate Free or Reduced Price Meals***

Starting in the 2020-2021 school year, Caspar Creek Learning Community will provide each student who meet federal eligibility criteria for free and reduced price meals needy student, as defined in Education Code Section 49552, with one nutritionally adequate free or reduced-price meal, nutritionally adequate meal per each school day on which the eligible student is scheduled for two or more hours of educational activities at a school site, resource center, meeting space or other satellite facility operated by the Charter School as defined in Education Code Section 49553(a), during each school day. Students who qualify for free and reduced price lunch based on the self-reporting submitted on the Income Surveys provided to families upon enrollment and re-enrollment each year will receive this meal. Caspar Creek Learning Community shall provide this meal for any eligible student on any school day that the student is scheduled for educational activities, as defined in Education Code Section 49010, lasting two or more hours, at a school site, resource center, meeting space, or other satellite facility operated by the Charter School. If you do not know if you qualify or if you want a new Income Survey to complete, please contact the Site Coordinator.

### ***Bullying Prevention***

The Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated school site employees and all other school site employees who have regular interaction with children.

### ***School Safety Plan***

The Charter School shall adopt a School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include identifying appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School's procedures for complying with applicable laws related to school safety, including the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(J):

- child abuse reporting procedures
- routine and emergency disaster procedures
- policies for students who committed an act under Education Code Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
- procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
- a discrimination and harassment policy consistent with Education Code Section 200
- provisions of any school-wide dress code that prohibits students from wearing "gang-related apparel," if applicable
- procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
- a safe and orderly environment conducive to learning
- the rules and procedures on school discipline adopted pursuant to Education Code Sections 35291, 35291.5, 47605, and 47605.6
- procedures for conducting tactical responses to criminal incidents

## STUDENT POPULATION BALANCE

*Governing Law: The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including re-designated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. Upon renewal, for a charter not deemed to be a local educational agency for purposes of special education pursuant to Section 47641, the chartering authority may consider the effect of school placements made by the chartering authority in providing a free and appropriate public education as required by the federal Individuals with Disabilities Education Act (Public Law 101-476), on the balance of pupils with disabilities at the charter school. Education Code Section 47605(c)(5)(G).*

All students are welcome at Caspar Creek Learning Community regardless of their race or ethnicity. Caspar Creek Learning Community shall not discriminate on any of the bases listed in Education Code Section 220. The Charter School's program is designed to reverse the pattern of low socio-economic and highly ethnically diverse populations underperforming in traditional schools. As such, the Charter School has instituted a recruitment program designed to educate and inform potential students about its instructional program and to seek and recruit students who traditionally have been underserved and/or have underperformed in traditional school environments, such as English learners and special education students.

The recruitment program may include, but is not necessarily limited to:

- Advertising through Google ads.
- Advertising on social media sites as well as using the Caspar Creek Learning Community social media accounts such as Instagram, YouTube, and Facebook to create an online community.
- Developing promotional materials such as brochures and banners in Spanish, and distributing them at farmers' markets, community centers, churches, open houses, and with local vendors that serve students.
- Visiting community centers as well as parks and recreation facilities when education-related events are held.
- Attending and participating at local neighborhood events to promote the Charter School and meet prospective students.
- Developing partnerships with local racially and ethnically-affiliated community organizations as a source of referrals for prospective students.
- Organizing open house and school tour visits to offer opportunities for prospective students and families to learn more about the Charter School and its programs.
- Using teachers and staff to develop a teacher referral network from other schools for prospective students.

Caspar Creek Learning Community will maintain an accurate accounting of the racial and ethnic, EL, and special education makeup of the Charter School on an ongoing basis.



## STUDENT ADMISSION POLICIES AND PROCEDURES

*Governing Law: Admission policies and procedures, consistent with [Education Code Section 47605] subdivision (e). Education Code Section 47605(c)(5)(H).*

Caspar Creek Learning Community accepts all students who are residents of Mendocino County and adjacent counties pursuant to Education Code Section 51747.3, and shall not discriminate on the basis of any characteristic described in Education Code Section 220. The Charter School is a public K-5 school and does not charge tuition. Caspar Creek Learning Community is committed to maintaining a diverse student population, utilizing outreach efforts to recruit students who traditionally have been underserved. No student shall be required to attend the Charter School, and alternative school choices are available at other schools within the District. Caspar Creek Learning Community shall comply with all laws establishing minimum and maximum age for public school attendance. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the pupil or his or her parent or legal guardian within the state, except as required by Education Code Section 51747.3. In accordance with Education Code Sections 49011 and 47605(d)(2)(B)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

In accordance with Education Code Section 47605(e)(4)(A), the Charter School shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), including pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation. Similarly, in accordance with Section 47605(d)(4)(C), the Charter School shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to the academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(de)(2)(B)(iii), as listed above.

Pursuant to Education Code Section 47605(e)(4)(D), the Charter School shall post a notice developed by the CDE on the Charter School website, outlining the requirements of Section 47605(e)(4), and make this notice available to parents.

All students who are interested in enrolling at Caspar Creek Learning Community are required to complete an application for admission. Applications are available online or at the resource center, and completed registration forms can be submitted online, through email, postal mail or in person at the resource center.

No specialized admission tests are required; however, tests may be administered after admission to determine the proper placement of students. All students who wish to enroll in the Charter School are admitted, unless the number of applications exceeds the number of seats available. An open enrollment period is held to determine the number of applications for admission.

If the number of applications exceeds the enrollment capacity by an enrollment deadline

established by the Charter School Board, a public random drawing is held. Existing students of the Charter School have an automatic right to continued enrollment in the Charter School should they wish to do so and shall not be included in the public random drawing. Caspar Creek Learning Community grants admission preference in the public random drawing as follows:

- Siblings of students admitted to or attending Caspar Creek Learning Community
- Children of Caspar Creek Learning Community employees
- Residents of the District

The Charter School and the District agree to adhere to the requirements related to admission preferences as set forth in Education Code Section 47605(e)(2)(B)(i)-(iv).

The Board of Directors will make all necessary efforts to ensure lottery procedures are fairly executed. Lottery spaces are pulled in order of grade level by the designated lottery official (appointed by the Lead Teacher). Separate lotteries shall be conducted for each grade span in which there are fewer vacancies than pupils interested in attending. All lotteries shall take place on the same day in a single location. Lotteries will be conducted in ascending order beginning with the lowest applicable grade level. There is no weighted priority assigned to the preference categories; rather, within each grade level, students will be drawn from pools beginning with all applicants who qualify for the first preference category, and shall continue with that preference category until all vacancies within that grade level have been filled. If there are more students in a preference category than there are spaces available, a random drawing will be held from within that preference category until all available spaces are filled. If all students from the preference category have been selected and there are remaining spaces available in that grade level, students from the second preference category will be drawn in the lottery, and the drawing shall continue until all spaces are filled and preference categories are exhausted in the order provided above.

At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be given the option to put their name on a wait list according to their draw in the lottery. This wait list will allow students the option of enrollment in the case of an opening during the current school year. In no circumstance will a waitlist carry over to the following school year.

Public random drawing rules, deadlines, dates and times will be communicated in the application form and on the Charter School's website. Public notice for the date and time of the public random drawing will also be posted once the application deadline has passed. The Charter School will also inform parents of all applicants and all interested parties of the rules to be followed during the public random drawing process via mail or email at least two weeks prior to the lottery date.

The Charter School will conduct the lottery in the spring for enrollment in fall of that year.

All current students who wish to re-enroll for another school year must complete a re-enrollment form by the deadline provided, along with the paperwork required, each Spring semester. Parents will receive communication regarding re-enrollment by email and USPS mail at least one month prior to the deadline. Once the school reaches its capacity, all additional applicants will be placed on a wait list, based on their draw in the lottery. If necessary, a public lottery will be held where students will be drawn at random as described above, by a provided temporary ID number, to

determine enrollment anytime within the school year when a vacancy or enrollment position becomes available. All names not selected during the first lottery will be placed on a wait list. Wait lists do not carry over from one school year to the next.

#### Waitlist and Subsequent Lottery Procedures:

- Caspar Creek Learning Community will maintain a waitlist, populated based on a lottery draw, once the school reaches maximum enrollment capacity. Students will be placed on the waitlist when we have received a completed enrollment packet including all required ancillary documents. *Note: Drop slips and drop grades are not included in required documentation.*
- Following the initial open enrollment deadline, for applications received after the deadline, Caspar Creek Learning Community will conduct a public lottery drawing at 2:00 pm every Monday, except for holidays, if space becomes available.
- Caspar Creek Learning Community will announce all upcoming drawings on our website.
- If there are openings, families on the waitlist will also be sent an email by 12:00 pm on the day of the public lottery drawing notifying them that the lottery will take place. Families do not need to physically attend the lottery.
- To ensure confidentiality, Caspar Creek Learning Community will use a temporary ID number assigned to each student to draw students from the waitlist.
- After the public lottery drawing, families will be informed by 3:00 pm if their student's temporary ID was chosen in the drawing. If you do not receive an email and phone call, you can assume your student was not chosen from the drawing.
- Caspar Creek Learning Community will only draw for the number of spaces that became available the prior week.
- Families will have until the Wednesday immediately following the public lottery drawing by 5:00 pm to inform the Site Coordinator if they are accepting the enrollment spot, effective immediately.
- In order for a student to begin enrollment at Caspar Creek Learning Community, withdrawal grades will need to be provided. Withdrawal grades must be submitted within one week of being awarded the enrollment spot from the lottery draw or the student may lose their enrollment space.
- If a chosen student is not ready to enroll immediately at Caspar Creek Learning Community or is unresponsive, then the enrollment space will be forfeited, the family will be removed from the waitlist (unless they inform the Site Coordinator of their desire to remain on the waitlist, in writing), and the school may fill the spot at the next public lottery drawing.

## FINANCIAL AUDIT

*Governing Law: The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority. Education Code Section 47605(c)(5)(I).*

An annual independent financial audit of the books and records of the Charter School will be

conducted as required by Education Code Sections 47605(c)(5)(I) and 47605(m). The books and records of the Charter School will be kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide.

The Board will select an independent auditor through a request for proposal format. The auditor will have, at a minimum, a CPA and educational institution audit experience and be approved by the State Controller on its published list as an educational audit provider. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

The annual audit will be completed and forwarded to the District, the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year. The Lead Teacher, along with the audit committee, if any, will review any audit exceptions or deficiencies and report to the Caspar Creek Learning Community Board of Directors with recommendations on how to resolve them. The Board will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.

The independent financial audit of the Charter School is a public record to be provided to the public upon request.

## SUSPENSION AND EXPULSION PROCEDURES

*Governing Law: The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:*

*(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.*

*(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:*

*(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.*

*(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.*

*(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform the pupil, the pupil's parent or guardian, or the pupil's educational rights holder of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii). Education Code Section 47605(c)(5)(J).*

Each student and his or her parent or guardian will be provided with a copy of the following discipline and involuntary disenrollment policies, including the Suspension and Expulsion Policy and Procedures in the Parent/Student Handbook and will be required to verify that they have reviewed and understand the policies by signing receipt of the Parent/ Student Handbook.

### ***Suspension and Expulsion Policy and Procedures***

The following Pupil Suspension and Expulsion Policy has been established to promote learning and protect the safety and well-being of all students at the Charter School. In creating this policy, the Charter School has reviewed Education Code Section 48900 *et seq.* which 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.

When the policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as the charter school's policy and procedures for student suspension 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 clearly describe discipline expectations, and it will be printed and distributed as part of the Parent/Student Handbook, which is given to each student via electronic delivery (and it is accessible on the Charter School's web page) upon enrolling.

Discipline includes, but is not limited to, advising and counseling students, conferring with parents/guardians, detention during and after school hours, use of alternative educational environments, suspension, and expulsion.

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.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. The Charter School will follow all applicable federal and state laws, including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by Caspar Creek Learning Community for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five (5) schooldays before the effective date of the action (“Involuntary Removal Notice”). The written notice shall be in the native language of the student or the student’s parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student’s educational rights holder. The Involuntary Removal Notice shall inform him or her of the basis for which the pupil is being involuntarily removed and his or her right to request a hearing to challenge the involuntary removal. If a parent, guardian, or educational rights holder requests a hearing, Caspar Creek Learning Community shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student’s parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until Caspar Creek Learning Community issues a final decision. As used herein, “involuntarily removed” includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated in this Handbook and in Caspar Creek Learning Community’s Charter.

Upon parent/guardian request for a hearing, the Charter School will provide notice of hearing consistent with its expulsion hearing process, through 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. The notice of hearing shall be in the native language of the student or the student’s parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student’s educational rights holder and shall include a copy of the Charter School’s expulsion hearing process.

If the parent/guardian is nonresponsive to the Involuntary Removal Notice, the Student will be disenrolled as of the effective date set forth in the Involuntary Removal Notice. If parent/guardian requests a hearing and does not attend on the date scheduled for the hearing the Student will be disenrolled effective the date of the hearing.

If as a result of the hearing the student is disenrolled, notice will be sent to the student’s last known district of residence within thirty (30) days.

A hearing decision not to disenroll the student does not prevent the Charter School from making a similar recommendation in the future should student truancy continue or reoccur.

## **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 that occur at any time, including, but not limited to, any of the following:

- while on school grounds;
- while going to or coming from school;
- during the lunch period, whether on or off the school campus; or
- during, going to, or coming from a school-sponsored activity.

### **Enumerated Offenses - Suspension**

1. **Discretionary Suspension Offenses:** A student may be suspended for any of the following acts when it is determined the pupil:
  - a) Caused, attempted to cause, or threatened to cause physical injury to another person.
  - b) Willfully used force of violence upon the person of another, except self-defense.
  - c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
  - d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
  - e) Committed or attempted to commit robbery or extortion.
  - f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
  - g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
  - h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a pupil's own prescription products.
  - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
  - j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
  - k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
  - l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or pre-initiation into a pupil 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 pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- p) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.
- q) 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 pupils in any of grades 4 to 12, inclusive.
- r) Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) 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 creation or transmission originated on or off the school site, 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, video, 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 pupil 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 pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil 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 pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
  - iii. An act of cyber sexual bullying.

- (a) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
    - (b) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
  - 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
  - u) A pupil 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 pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).
  - v) 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 Lead Teacher or designee’s concurrence.
2. **Non-Discretionary Suspension Offenses:** Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:
- a) 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 Lead Teacher or designee’s concurrence.
  - b) Brandishing the knife at another person.
  - c) Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, *et seq.*
  - d) Committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900(n).

## Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference: Suspension shall be preceded, if possible, by a conference conducted by the Lead Teacher or the Lead Teacher's designee with the student and his or her parent and, whenever practical, the teacher, supervisor or school employee who referred the student to the Lead Teacher or designee.

The conference may be omitted if the Lead Teacher 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 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 pupil 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, in accordance with Education Code Section 47605(c)(5)(J)(i). This conference shall be held within two (2) school days, unless the pupil 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 pupil for failure of the pupil's parent or guardian to attend a conference with school officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

2. Notice to Parents/Guardians: At the time of suspension, the Lead Teacher 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.
3. Suspension Time Limits/Recommendation for Expulsion: Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension.

Upon a recommendation of expulsion by the Lead Teacher or Lead Teacher's designee, the pupil and the pupil's parent/guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil's parents, unless the pupil and the pupil's parents fail to attend the conference.

This determination will be made by the Lead Teacher or designee upon either of the following determinations: 1) the pupil's presence will be disruptive to the education process or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing.

4. *Homework Assignments During Suspension:* In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the pupil, or the affected pupil, a teacher shall provide to a pupil in any of grades 1 to 12, inclusive, who has been suspended from school for two or more school days, the homework that the pupil would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the pupil either upon the pupil's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the pupil's overall grade in the class.

## **Enumerated Offenses – Expulsion**

1. **Discretionary Expellable Offenses:** Students may be recommended for expulsion for any of the following acts when it is determined the pupil:
- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
  - b) Willfully used force of violence upon the person of another, except self-defense.
  - c) Unlawfully possessed, used, 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.
  - d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
  - e) Committed or attempted to commit robbery or extortion.
  - f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
  - g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
  - h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a pupil's own prescription products.
  - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
  - j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
  - k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
  - l) Possessed an imitation firearm, i.e., a replica of a firearm that is so substantially

similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or pre-initiation into a pupil 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 pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- p) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.
- q) 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 pupils in any of grades 4 to 12, inclusive.
- r) Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

- t) 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 creation or transmission originated on or off the school site, 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, video, 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 pupil 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 pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil 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 pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the

false profile.

iii. An act of cyber sexual bullying.

(a) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv) , inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

(b) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

u) A pupil 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 pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).

v) 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 Lead Teacher or designee’s concurrence.

**2. 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 pupil:

a) 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 Lead Teacher or designee’s concurrence.

b) Brandishing a knife at another person.

c) Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, *et seq.*

d) Committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900(n).

If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a fire arm or destructive device, as defined in Section 921 of Title 18 of the United States Code, 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. In such instances, the pupil shall be provided due process rights of notice and a hearing as required in this policy.

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, (i) grenade, (i) 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.

### **Authority to Expel**

As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled either by the neutral and impartial Charter School Board following a hearing before it or by the Board upon the recommendation of a neutral and impartial Administrative Panel to be assigned by the Board as needed. The Administrative Panel shall consist of at least three members who are certificated and neither a teacher of the pupil nor a member of the Board. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

### **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 Lead Teacher or designee determines that the pupil 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 pupil confidentiality rules under FERPA) unless the student makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student’s parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. 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 that 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 school to any other school district or school to which the student seeks enrollment.
5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor.
6. The right to inspect and obtain copies of all documents to be used at the hearing.
7. The opportunity to confront and question all witnesses who testify at the hearing.
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

### **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 pupil.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five (5) 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.
2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.

7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The 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.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in the public at the request of the pupil 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.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

### **Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students with Disabilities**

#### **1. Notification of DISTRICT**

The Charter School shall immediately notify the DISTRICT and coordinate the procedures in this policy with the DISTRICT of the discipline of any student with a disability or student that the Charter School or the DISTRICT would be deemed to have knowledge that the student had a disability.

#### **2. Services During Suspension**

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications,

that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

### 3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the charter school, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

### 4. Due Process Appeals

If the parent of a child with a disability disagrees with any decision regarding placement or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, they may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute

provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent and the Charter School agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

#### 5. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Lead Teacher or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

#### 6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

#### 7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter

School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to charter school supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent has requested an evaluation of the child.
- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, if the parent has refused services, or if the student has been evaluated and determined to not be eligible.

## **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.

## **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 pupil, 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. The decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program.

### **Written Notice to Expel**

The Lead Teacher 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
- 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 Lead Teacher or designee shall send a copy of the written notice of the decision to expel to the District. This notice shall include the following:

- a. The student's name
- b. The specific expellable offense committed by the student

### **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 District upon request.

### **No Right to Appeal**

The pupil shall have no right of appeal from expulsion from the Charter School as the Charter School Board's decision to expel shall be final.

### **Expelled Pupils/Alternative Education**

Parents/guardians of pupils 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.

### **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 pupil may reapply to the Charter School for readmission.

## **Readmission**

The decision to readmit a pupil or to admit a previously-expelled pupil from another school district or charter school shall be in the sole discretion of the Lead Teacher or designee after the Lead Teacher or the Director of Student Services has met with the pupil and parent/guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Lead Teacher or Director of Student Services will notify the parent/legal guardian of their decision in writing to the email provided by the parent/legal guardian within 5 business days of parental meeting, assuming that all required documentation was presented to the school. If the parent/legal guardian wishes to appeal the decision of the Lead Teacher/Director of Student Services, they may submit their request in writing, providing documentation and testimony supporting their appeal. The Lead Teacher/Director of Student Services will submit the appeal to the Board at the next regularly scheduled Governing Board decision. The Board shall make a final decision regarding readmission during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The decision of the Governing Board shall be final. The Decision will be provided to the parent/legal guardian in writing to the email provided to the school, within 5 business of the Governing Board meeting. The pupil's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission.

## **Notice to Teachers**

The Charter School shall notify teachers of each pupil who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

## **EMPLOYEE RETIREMENT SYSTEMS**

*Governing Law: The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security. Education Code Section 47605(c)(5)(K).*

### **Retirement**

Certificated employees, who are deemed eligible under state law, shall participate in the State Teachers' Retirement System ("STRS"), in which the employer and the employee each contribute the statutory amount. All other employees shall participate in the Federal Social Security Program. The back-office services provider in conjunction with staff shall be responsible for ensuring accurate and timely reporting to the retirement systems and ensuring that arrangements for retirement coverage are made for all employees.

### **Work Basis**

Employee hours per week will be based upon individual employee work agreements. The standard work week for all staff is forty hours per week.

## **Benefits**

Mandatory benefits such as workers' compensation, unemployment insurance, Medicare and social security (for non-STRS employees) as well as health, dental, vision, and related benefits are provided by Caspar Creek Learning Community as part of the total compensation package for each employee, determined as part of the individual work agreement.

## **PUBLIC SCHOOL ATTENDANCE ALTERNATIVES**

*Governing Law: The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools. Education Code Section 47605(c)(5)(L).*

No student shall be required to attend Caspar Creek Learning Community. Students of the District are free to attend the existing District schools with available spaces rather than Caspar Creek Learning Community. Alternatively, students may wish to seek inter- or intra-district attendance alternatives in accordance with applicable District policy. Parents/guardians will be informed that no student shall be granted an automatic right to enrollment in any school or program of the District on the basis of that student's enrollment or application to Caspar Creek Learning Community.

## **EMPLOYEE RETURN RIGHTS**

*Governing Law: The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school. Education Code Section 47605(c)(5)(M).*

No public school district employee shall be required to work at the Charter School. Employees of the District who choose to leave the employment of the District to work at the Charter School will have no automatic rights of return to the District after employment by the Charter School unless specifically granted by the District through a leave of absence or other agreement. Charter School employees shall have any right upon leaving the District to work in the Charter School that the District may specify, any rights of return to employment in a school district after employment in the Charter School that the District may specify, and any other rights upon leaving employment to work in the Charter School that the District determines to be reasonable and not in conflict with any law.

Sick or vacation leave or years of service credit at the District will not be transferred to the Caspar Creek Learning Community. Employment by the Charter School provides no rights of employment at any other entity, including any rights in the case of closure of the Charter School.

## **DISPUTE RESOLUTION**

*Governing Law: The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter. Education Code Section 47605(c)(5)(N).*

## **Internal Disputes**

The Charter School has established complaint procedures that address both complaints alleging discrimination or violations of law and complaints regarding other areas. The Charter School will



not, at any time, refer complaints to the District. If the District receives any complaints or reports about the Charter School, the District will promptly refer them to the Board or administrative staff of the Charter School for resolution. District staff will instruct any Charter School stakeholders who attempt to lodge complaints about the Charter School with the District to direct all complaints to Charter School personnel. The District agrees not to intervene or become involved in any internal dispute unless the Board of Directors has requested the District to intervene in the dispute.

The Charter School shall also maintain a Uniform Complaint Policy and Procedures as required by state law. Parents, students, Board members, volunteers and Charter School staff shall be provided with a copy of the Charter School's policies and internal dispute resolution process.

### ***Disputes with the District***

The staff and Board members of the Charter School agree to attempt to resolve all disputes between the District and the Charter School regarding this charter pursuant to the terms of this section. To the extent allowed by law, both will refrain from public commentary regarding any disputes until the matter has progressed through the dispute resolution process.

The Charter School recognizes that it cannot bind the District to a dispute resolution procedure to which the District does not agree. The following policy is intended as a starting point for a discussion of dispute resolution procedures. The Charter School is willing to consider changes to the process outline below as suggested by the District.

Caspar Creek Learning Community and the District will be encouraged to attempt to resolve any disputes amicably and reasonably without resorting to formal procedures.

In the event of a dispute between the Charter School and the District, the Charter School staff, employees and Board members of Caspar Creek Learning Community and the District agree to first frame the issue in written format ("dispute statement") and to refer the issue to the District Superintendent and Lead Teacher of the Charter School, or their respective designees. In the event that the District Board believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, the Charter School requests that this shall be noted in the written dispute statement, although it recognizes it cannot legally bind the District to do so. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or act as a prerequisite to the District's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

The Lead Teacher and Superintendent, or their respective designees, shall informally meet and confer in a timely fashion to attempt to resolve the dispute, not later than five (5) business days from receipt of the dispute statement. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two Board members from their respective boards who shall jointly meet with the Superintendent and the Lead Teacher, or their respective designees, and attempt to resolve the dispute within fifteen (15) business days from receipt of the dispute statement.

If this joint meeting fails to resolve the dispute, the Superintendent and the Lead Teacher, or their respective designees, shall meet to jointly identify a neutral third party mediator to engage the parties in a mediation session designed to facilitate resolution of the dispute. The format of the

mediation session shall be developed jointly by the Superintendent and the Lead Teacher, or their respective designees. Mediation shall be held within sixty (60) business days of receipt of the dispute statement or as mutually agreed upon. The costs of the mediator shall be split equally between the District and the Charter School. If mediation does not resolve the dispute either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon mutual written agreement of the District and the Charter School.

## CLOSURE PROTOCOL

*Governing Law: The procedures to be used if the charter school closes. The procedure shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records. Education Code Section 47605(c)(5)(O).*

Closure of the Charter School will be documented by official action of the Board of Directors. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.

The Charter School will promptly notify parents and students of the Charter School, the District, the Mendocino County Office of Education, the Charter School's SELPA, the retirement systems in which the Charter School's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

The Charter School will ensure that the notification to the parents and students of the Charter School of the closure provides information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the Board's decision to close the Charter School.

The Charter School will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which they will provide to the entity responsible for closure-related activities.

As applicable, the Charter School will provide parents, students and the District with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g. The Charter School will ask the District to store original records of the Charter School students. All student records of the Charter School shall be transferred to the District upon Charter School closure. If the District will not or cannot store the records, the Charter School shall work with the County Office of Education to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as reasonably practicable, the Charter School will prepare final financial records. The

Charter School will also have an independent audit completed within six months after closure. The Charter School will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by the Charter School and will be provided to the District promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to the Charter School.

The Charter School will complete and file any annual reports required pursuant to Education Code section 47604.33.

On closure of the Charter School, all assets of the Charter School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending the Charter School, remain the sole property of the Charter School and, upon the dissolution of the non-profit public benefit corporation, Caspar Creek Learning Community, shall be distributed in accordance with the Articles of Incorporation. Any assets acquired from the District or District property will be promptly returned to the District upon the Charter School closure. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, the Charter School shall remain solely responsible for all liabilities arising from the operation of the Charter School.

As the Charter School is operated by a non-profit public benefit corporation, should the corporation dissolve with the closure of the Charter School, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

As specified by the budget in **Appendix G-I**, the Charter School will use the reserve fund to undertake any expenses associated with the closure procedures identified above.

## MISCELLANEOUS CHARTER PROVISIONS

### ***Budgets and Financial Reporting***

*Governing Law:* The petitioner or petitioners also shall be required to provide financial statements that include a proposed first year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation. —Education Code Section 47605(h).

Attached, as **Appendix G, H, and I** please find the following documents:

- Budget narrative
- Budget, financial projections and cash flow for the first three years of operation

- Cash flow

Caspar Creek Learning Community shall provide reports to the District and County Superintendent of Schools as follows in accordance with Education Code Section 47604.33 as follows, and may provide additional fiscal reports as requested by the District:

- By July 1, a preliminary budget for the current fiscal year.
- By July 1, an annual update (LCAP) required pursuant to Education Code Section 47606.5.
- By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of Caspar Creek Learning Community's annual, independent financial audit report for the preceding fiscal year shall be delivered to the District, State Controller, State Department of Education, and County Superintendent of Schools.
- By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
- By September 15, a final unaudited report for the full prior year. The report submitted to the District shall include an annual statement of all the Caspar Creek Learning Community's receipts and expenditures for the preceding fiscal year.

### ***Insurance***

Caspar Creek Learning Community shall finance and maintain general liability, workers' compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance. The District shall be named as an additional insured on all policies of Caspar Creek Learning Community .

### ***Financial Management***

Strong financial controls are at the heart of successful financial management. Caspar Creek Learning Community shall contract with a business services company (EdTec Inc. or equivalent) that has extensive experience in managing school finances. EdTec's philosophy on financial controls includes four major tenets:

1. Controls work best if built-into the system, rather than applied to it after the fact;
2. Control derives from procedure, rather than intentions;
3. Separation of duties and responsibilities is critical to sound control; and
4. All control systems should have a "double-check."

With these core tenets in mind, Caspar Creek Learning Community has adopted the following policies and controls, which ensure multiple different individuals review and approve transactions before they are completed:

Payroll: All new hires must be approved by the Board, including their contracts and compensation. The Director of Human Resources is responsible for submitting information for each payroll period. The business services company then processes the payroll information and makes any necessary changes before submitting to the Chief Business Officer and/or Lead Teacher for final written approval.

Contracts: All major contracts or other obligations of the corporation totaling at least \$20,000 must be in writing and approved in advance by the Board.

Borrowing: All borrowing must be approved in advance by the Board.

Accounts Payable: All requests for payment must be made in writing (e.g., through invoice or Employee Reimbursement Request) with appropriate documentation. The Lead Teacher or Chief Business Officer must, in writing, verify complete receipt of all goods and services. Invoices, reimbursements, check requests, and other accounts payable documents are submitted by the Accounts Payable Clerk, and processed by the business services company. Payment for goods and services requires approval as follows:

Payments under \$20,000 require approval from the Lead Teacher, Chief Business Officer, Board Chairman, or Board Treasurer.

- Payments of \$20,000 to \$30,000 require two approvals: Lead Teacher or Chief Business Officer, and Board Chairman or Board Treasurer.
- Payments of \$30,000 or more require two approvals from the following list of authorized persons: Lead Teacher, Board Chairman, Board Treasurer.
- Checks over \$20,000.00 and checks made out to an authorized signer require two signatures (drawn from the Lead Teacher, Board Chairman, and Board Treasurer).

Budget & Financial Statements: The back office business services contractor assists the Lead Teacher, Chief Business Officer, and Board of Directors in creating and monitoring the annual budget. The business services contractor also prepares monthly financial statements that show, at a minimum Year-to-Date information on: actual performance, the budget, and the variance of budget versus actuals. In addition, the statements will include a “rolling” revised forecast of end-of-year Revenues, Expenses and Net Surplus (or Deficit), informed by the actual Year-to-Date performance and updated assumptions (such as enrollment projections or funding rates.) This Forecast is intended to identify early if the Charter School is going off-track so that corrective action is possible while there is still time. The monthly financial report also contains a current monthly cash-flow forecast that clearly identifies any potential liquidity problems.

Assets: The Charter School “tags” all assets worth over \$1,000 and accounts for them annually as part of the audit.

Oversight: The Lead Teacher of Caspar Creek Learning Community, in partnership with the Board of Directors, oversees the work of the selected business service company, which handles aspects of various business functions, including accounts payable/receivable, general accounting, payroll, and insurance and benefits administration.

Attendance Accounting & Principal Apportionment Reporting: Caspar Creek Learning Community will use the student information system School Pathways (or another if the District would like to contract for support services in this area) to track attendance and other statistics accurately and efficiently. The back office service provider assists the Charter School in setting up its attendance accounting systems, and the Lead Teacher and Chief Business Officer work closely with the service provider to ensure that all reporting is submitted accurately and in accordance with all applicable requirements and timelines.

## ***Renewal or Amendment***

The Board of Directors may request from the District governing Board a material revision or renewal of the charter at any time prior to expiration. The District’s governing Board shall hear and render a decision regarding material revision or renewal pursuant to the initial charter

petition review timelines and processes as specified in the Education Code Sections 47607 and 47605, and applicable regulations.

## **Administrative Services**

*Governing Law: The manner in which administrative services of the charter school are to be provided. —Education Code Section 47605(h).*

Caspar Creek Learning Community is very interested in contracting with the District for administrative services. If the District is not interested in contracting for services, Caspar Creek Learning Community will contract with a reputable back office business services company such as EdTec to provide such services. EdTec helps its client schools craft comprehensive, realistic budgets – including income statements, balance sheets, and cash flow statements - that stand the test of time and are based on solid revenue projections and expense assumptions.

Over the course of the year, EdTec works with school personnel to provide detailed monthly financial reports and analysis on the year-to-date budget and recommends budget revisions when appropriate to account for unforeseen changes in circumstances. School personnel and EdTec also closely monitor the Charter School's cash flow situation, and arrange for short-term cash flow financing when needed to meet financial obligations.

EdTec also keeps the books of its partner charter schools so financial information is readily accessible, accurate, and actionable by Accounts Payable and Account Receivable clerk (site coordinator described above) and the Board of Directors. EdTec assists school personnel in handling and tracking the financial transactions of the Charter School, ensuring that all funds are collected from the district, county, and state, and all bills are paid in a timely way. EdTec assists the Charter School with filing all required financial reports to the State, County, and District. They also work closely with the Charter School's auditor to ensure a fast, hassle-free audit process.

The District may charge for the actual costs of supervisory oversight of Caspar Creek Learning Community pursuant to Education Code Section 47604.32 not to exceed one percent of the revenue of Caspar Creek Learning Community (as defined in Education Code Section 47613).

## **Facilities**

*Governing Law: The facilities to be used by the charter school. The description of the facilities to be used by the charter school shall specify where the charter school intends to locate. — Education Code Section 47605(h).*

Caspar Creek Learning Community will operate within the geographic boundaries of the District, at 41729 Road 409, Mendocino. The facility has the capacity to seat 50 students during any given program time.

Currently, we offer program time five mornings a week for three hours (for students in grades K-5) and four afternoons a week for 3 hours (for students in grades 1-5).

The Charter School's Resource Center meets all applicable ADA requirements and E occupancy requirements of the County of Mendocino.

The Charter School's Resource Center complies with applicable health codes and inspection/safety requirements and shall be properly maintained.

The Charter School has developed a school safety plan which is kept on file at the resource center, and is available for review. Charter School staff shall be trained annually on the safety procedures outlined in the safety plan, and the Charter School shall conduct all required safety drills.

### **Potential Civil Liability Effects**

*Governing Law: Potential civil liability effects, if any, upon the charter school and upon the school district. —Education Code Section 47605(h).*

Caspar Creek Learning Community shall be operated by a California nonprofit public benefit corporation, Caspar Creek Learning Community, Inc. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(d), an authority that grants a charter to a charter school operated by or as a nonprofit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. Caspar Creek Learning Community shall continue to work diligently to assist the District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District-requested protocol to ensure the District shall not be liable for the operation of Caspar Creek Learning Community.

The corporate bylaws of Caspar Creek Learning Community, Inc. shall provide for indemnification of the Caspar Creek Learning Community, Inc. board, officers, agents, and employees, and Caspar Creek Learning Community, Inc. shall maintain general liability insurance, directors' and officers' insurance, and fidelity bonding to secure against financial risks. Insurance amounts are determined by recommendation of Caspar Creek Learning Community's insurance company for schools of similar size, location, and student population. The District shall be named an additional insured on the general liability insurance of Caspar Creek Learning Community.

The Board of Directors shall institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

### **Notices**

All notices required or permitted by this petition shall be in writing and shall be hand delivered, sent by electronic mail, sent by facsimile, or sent by U.S. mail, postage prepaid, addresses as set forth on the signature page hereof. A notice shall be effective when personally delivered, on the date set forth on the receipt of a facsimile, or upon the earlier of the date set forth on the receipt of registered or certified mail or on the fifth day after mailing.

### **Term**

The term of this charter shall be the five years beginning July 1, 2020 and ending June 30, 2025.

## Signature Page for Teachers

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**We the undersigned** believe that the attached charter for the creation of Caspar Creek Learning Community (the “Charter School”) merits consideration and hereby petition the governing board of the Mendocino Unified School District to grant approval of the charter pursuant to Education Code Section 47605 to enable the creation of the Charter School. The Petitioners for the Charter School agree to operate the Charter School pursuant to the terms of the Charter Schools Act and the provisions of the Charter School’s charter. The petitioners listed below certify that they are teachers who are meaningfully interested in teaching at the Charter School.

### By the Lead Petitioner:





Hilleary Burgess (Jun 25, 2020 12:41 PDT)

Jun 25, 2020

Hilleary Burgess

The petitioners recognize Hilleary Burgess as the Lead Petitioner and hereby authorize the Lead Petitioner to negotiate any amendments to the attached charter necessary to secure approval by the Mendocino Unified School District governing board.

### By the Petitioners:

Print Name	Signature	Date	Credentials Held	Phone Number
Sarah E. Cullar	 Sarah E. Cullar (Jun 25, 2020 12:56 PDT)	Jun 25, 2020	Multiple Subjects Teaching Credential	(707) 357-7627
Chelsy Rose Thompson	 chelsy Thompson (Jun 25, 2020 21:36 PDT)	Jun 25, 2020	Multiple Subject Teaching Credential	(707) 357-0106



## Appendix B: MEASURABLE STUDENT OUTCOMES and METHODS OF ASSESSMENT

Because each state priority has multiple parts, to align with the goals and annual actions, the state priorities have been further divided into "sub-priorities."

<b>STATE PRIORITY #1: BASIC SERVICES</b> <i>The degree to which teachers are appropriately assigned (E. C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E. G. § 60119), and school facilities are maintained in good repair (E. G. §17002(d))</i>	
<b>SUBPRIORITY A: TEACHERS</b>	
GOAL TO ACHIEVE SUBPRIORITY	All students will receive instruction from teachers fully credentialed in the subject area.
ACTIONS TO ACHIEVE GOAL	All personnel will provide appropriate evidence of credentials and applicable licenses/authorizations held. Teachers will be encouraged to attend workshops and ongoing education courses both in research-based and standards-based methodology.
MEASURABLE OUTCOME	Charter School personnel files will demonstrate that 100% of the teachers meet state requirements for credentialing and/or licenses/authorizations.
METHODS OF MEASUREMENT	Each teacher will maintain a professional development plan, overseen by Charter School administration, which identifies specific goals and practices for professional growth and evaluation. Personnel files with documentation of credentials and professional development activities and/or certifications will be maintained by the Charter School.
<b>SUBPRIORITY B: INSTRUCTIONAL MATERIALS</b>	
GOAL TO ACHIEVE SUBPRIORITY	All students will have sufficient access to standards-aligned instructional materials.
ACTIONS TO ACHIEVE GOAL	Instructional objectives for academic lessons will be drawn from the CA state standards. Standards aligned lessons will match with appropriate curricula. Charter School leaders will provide resources for teachers to develop standards-aligned lessons and will monitor implementation of units/lessons. By means of walk-throughs, lesson plan and records checks, and conferences with teachers.
MEASURABLE OUTCOME	100% of instructional objectives will be standards based. All material will match standards based learning objectives. At least 80% of students will demonstrate "meets or exceeds standards" on the CAASPP.
METHODS OF MEASUREMENT	Lesson plans and records of student work will be reviewed regularly by administration; walk-throughs and conferencing with teachers. CAASPP.
<b>SUBPRIORITY C: FACILITIES</b>	
GOAL TO ACHIEVE SUBPRIORITY	All students will have access to learn in a well-maintained school environment.

ACTIONS TO ACHIEVE GOAL	Faculty, staff and the Charter School Board will ensure regular maintenance and repairs are made in a timely manner. Regular walk-throughs of school facilities by Charter School leadership.
MEASURABLE OUTCOME	85% satisfaction rating on annual survey results.
METHODS OF MEASUREMENT	Charter School will keep a well-maintained school environment as evidenced by 100% clear maintenance and repair records and a visual inspection of the school environment.
<b><u>STATE PRIORITY #2: IMPLEMENTATION OF COMMON CORE STATE STANDARDS</u></b> <i>Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency</i>	
<b><u>SUBPRIORITY A: CCSS IMPLEMENTATION</u></b>	
GOAL TO ACHIEVE SUBPRIORITY	All students will receive instruction in the academic and performance standards adopted by the state board
ACTIONS TO ACHIEVE GOAL	Alignment of curriculum with CCSS will be maintained and implemented as indicated by lesson plans and implementation. Teacher professional development will enhance understanding and implementation of CCSS learning objectives and the ways in which standards are met. Faculty and staff will collaborate, refine instructional practices and develop CCSS-aligned lessons.
MEASURABLE OUTCOME	100% of instructional objectives on academic lesson plans will be standards based. All material will match standards based learning objectives. At least 80% of students will demonstrate “meets or exceeds standards” on the CAASPP. Teachers will participate in a minimum of 2 standards based staff development activities (on-site or off-site) per year.
METHODS OF MEASUREMENT	Teacher lesson plans and records of student progress reviewed regularly. CAASPP. Charter School administrator review of professional development plans. Formal and informal staff observation by Charter School administration.
<b><u>SUBPRIORITY B: EL STUDENTS &amp; ACADEMIC CONTENT KNOWLEDGE</u></b>	
GOAL TO ACHIEVE SUBPRIORITY	ELs will receive additional support, scaffolding and English language development instruction to access the content areas and gain English proficiency. All credentialed teachers will maintain state required ELPAC or other EL certification.
ACTIONS TO ACHIEVE GOAL	Teachers will demonstrate adaptations, modifications made for ELs and students with the exceptional needs. In-classroom support, bi-lingual when possible, will be offered to assist with students with exceptional needs and low-achieving ELs. Teachers will participate in EL based staff development to enhance understandings of EL instruction and supports.

MEASURABLE OUTCOME	60% of ELs re-designated yearly, 90% of ELs make progress toward EL proficiency and have access to the content areas as evidenced by state measurements related to English language proficiency. Reclassification rates of ELs, teacher-created formal and informal observations, performance assessments.
METHODS OF MEASUREMENT	Reclassification rates, teacher observations and records, student work plans and portfolios, summative assessments. Data regarding performance for all students and significant subgroups will be tracked on school-wide benchmarks or other performance assessments.
<b><u>SUBPRIORITY C: EL STUDENTS &amp; ENGLISH LANGUAGE PROFICIENCY</u></b>	
GOAL TO ACHIEVE SUBPRIORITY	ELs will receive additional support, scaffolding and English language development instruction to access the content areas and gain English proficiency. All credentialed teachers will maintain ELPAC or other EL certification.
ACTIONS TO ACHIEVE GOAL	Teachers will demonstrate adaptations, modifications made for ELs and students with the exceptional needs. In-classroom support, bi-lingual when possible, will be offered to assist with students with exceptional needs and low-achieving ELs. Teachers will participate in EL based staff development to enhance understandings of EL instruction and supports.
MEASURABLE OUTCOME	60% of ELs re-designated yearly, 90% of ELs make progress toward EL proficiency and have access to the content areas as evidenced by state measurements related to English language proficiency.
METHODS OF MEASUREMENT	Reclassification rates, teacher observations and records, student work plans and portfolios, summative assessments. Data regarding performance for all students and significant subgroups will be tracked on school-wide benchmarks or other performance assessments.
<b><u>STATE PRIORITY #3: PARENTAL INVOLVEMENT</u></b> <i>Parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation</i>	
<b><u>SUBPRIORITY A: ACHIEVING AND MAINTAINING PARENTAL INVOLVEMENT</u></b>	
GOAL TO ACHIEVE SUBPRIORITY	Establish a cohesive learning community in which all stakeholders have shared understandings of the Charter School's philosophy and practice, and how learning best occurs, and have opportunities to engage in shared learning, strategic planning, and decision making to foster a culture of shared ownership and responsibility for student and program outcomes.

ACTIONS TO ACHIEVE GOAL	<p>Information about school events, opportunities for parent education and participation will be disseminated in a timely and consistent manner. Parents will be invited to attend Board meetings, serve on school committees, volunteer in the classroom and participate in school events &amp; fundraising efforts.</p> <p>Materials related to parent-involvement will be translated into Spanish and any other language necessary spoken by the Charter School parent community.</p> <p>Surveys will be conducted to gather information from students, staff and parents.</p> <p>Parent meetings of formal and informal nature will be offered during the school day and after-school to educate, inform and receive input from parents.</p>
MEASURABLE OUTCOME	Increased parent understanding of Charter School's core values, philosophy and approach as measured by parent-staff conferences and parent surveys.
METHODS OF MEASUREMENT	<p>Completed parent surveys with more than 75% participation.</p> <p>Attendance rates at school events, documented by sign-in(s) whenever possible.</p> <p>Documentation of parents serving on school committees.</p> <p>Documentation—agendas, minutes and/or attendance record—of parent meetings.</p>
<b><u>SUBPRIORITY B: PROMOTING PARENT PARTICIPATION</u></b>	
GOAL TO ACHIEVE SUBPRIORITY	<p>Ensure that parents understand the ways the school communicates with student families.</p> <p>Ensure that parents understand Charter School's particular approach to education.</p> <p>Improve parent involvement and volunteerism.</p>
ACTIONS TO ACHIEVE GOAL	<p>A Core Values Statement will be distributed and discussed with all families before enrollment.</p> <p>Office staff will review enrollment to ensure that each family has updated contact information.</p> <p>Parent understanding of communication pathways and parent collaboration opportunities will be assessed.</p> <p>Lead Teacher will meet with parent group leaders to continue to refine parent participation opportunities, communication and metrics.</p>
MEASURABLE OUTCOME	<p>Parent survey results will reflect an increase in positive responses to questions about communication from school to home.</p> <p>Records of parent involvement and volunteerism will be maintained (sign-in sheets, tracking hours) and show an increase over time.</p>
METHODS OF MEASUREMENT	<p>Parent survey participation rates and responses.</p> <p>Review sign-in sheets.</p> <p>Review parent volunteer hours.</p>

**STATE PRIORITY #4: STUDENT ACHIEVEMENT**

*Pupil achievement, as measured by all of the following, as applicable:*

- *California Assessment of Student Performance and Progress (CAASPP) statewide assessment*
- *California School Dashboard*
- *Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education*
- *Percentage of ELs who make progress toward English language proficiency as measured by the California English Language Development Test (CELDT) and/or English Language Proficiency Assessment for California (ELPAC)*
- *EL reclassification rate*
- *Percentage of pupils who have passed an AP exam with a score of 3 or higher*
- *Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (E. C. §99300 et seq.) or any subsequent assessment of college preparedness*

**SUBPRIORITY A: CAASPP**

GOAL TO ACHIEVE SUBPRIORITY	Students at Charter School continue to perform at “meets or exceeds standard for grade level.” Students performing at below standards or nearly met standards show improvement by at least 100 points from year to year. All students participate in the CAASPP.
ACTIONS TO ACHIEVE GOAL	Train staff on implementation of CAASPP. Charter School will maintain highly qualified staff and best instructional practices aligned to the state standards. Test-taking strategies and practice will be introduced for students in grades 3-8 throughout the school year. Charter School staff will analyze CAASPP data to target areas of instruction for students. Educate parents to support participation in statewide assessments.
MEASURABLE OUTCOME	Charter School implements state-required standardized assessments. Increase number of Charter School students performing at “meets or exceeds standard for grade level” by one student year-over-year until 80% of students meet or exceed standards. 100% of students performing at “below standards or nearly met standards” show improvement by at least 100 points year-over-year. 95% of students participate in the CAASPP.
METHODS OF MEASUREMENT	CAASPP participation rates and results.

**SUBPRIORITY B: CALIFORNIA SCHOOL DASHBOARD**

GOAL TO ACHIEVE SUBPRIORITY	Charter School will meet or exceed state requirements for all measures of the CA School Dashboard including: absenteeism, suspension/expulsion, EL progress, ELA, Math, basic conditions, implementation of state standards, parent engagement and school climate.
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ACTIONS TO ACHIEVE GOAL	Charter School will follow state procedures in tracking and reporting absenteeism. Parents will be educated on the positive effects of regular school attendance. Charter School will discourage chronic absenteeism and keep suspension/expulsion rates at zero by supporting families in attending school successfully through establishing a cohesive and collaborative learning community based on principles of courtesy, personal responsibility, and citizenship. When necessary, parent-teacher-administrator conferences will be held to problem solve chronic absenteeism and student misbehaviors, an individual behavior plan may be established, and short or long term independent study will be offered when appropriate. Charter School will perform actions and track outcomes as described in State Priorities #1, #2, and #3. Charter School will maintain a safe, nurturing and supportive learning environment through the use of positive discipline and conflict resolution, and by implementing principles courtesy, personal responsibility, and citizenship.
MEASURABLE OUTCOME	Chronic absenteeism rates will be less than 5%. Expulsion and suspension rates will less than 5%. EL progress, ELA, Math, Basic conditions, and parent engagement standards will be met as described in State Priorities #1, #2, and #3. Standards met on the school climate survey.
METHODS OF MEASUREMENT	School attendance and suspension/expulsion records. Measurements described listed in State Priority #1, #2 and #3. School Climate Survey results.
<u>SUBPRIORITY C: UC/CSU COURSE REQUIREMENTS (OR CTE) - NOT APPLICABLE</u>	
<u>SUBPRIORITY D: EL PROFICIENCY RATES</u>	
GOAL TO ACHIEVE SUBPRIORITY	English learners show consistent gains in language proficiency.
ACTIONS TO ACHIEVE GOAL	ELs will be monitored and reclassified as needed Staff will monitor reclassification rates of ELs. Teachers will use informal assessments of students' language proficiency and progress.
MEASURABLE OUTCOME	ELs will show consistent gains in language and proficiency as evidenced by ELPAC.
METHODS OF MEASUREMENT	ELPAC
<u>SUBPRIORITY E: EL RECLASSIFICATION RATES</u>	
GOAL TO ACHIEVE SUBPRIORITY	English learners show consistent gains in language proficiency.
ACTIONS TO ACHIEVE GOAL	Staff will monitor reclassification rates of ELs. Teachers will use informal and formal assessments of students' language proficiency and progress.

MEASURABLE OUTCOME	75% of ELs at Charter School will achieve fluency within 5 years as evidenced by CELDT or ELPAC.
METHODS OF MEASUREMENT	ELPAC
<u>SUBPRIORITY F: AP EXAM PASSAGE RATE - NOT APPLICABLE</u>	
<u>SUBPRIORITY G: COLLEGE PREPAREDNESS/EAP - NOT APPLICABLE</u>	
<b><u>STATE PRIORITY #5: STUDENT ENGAGEMENT</u></b> <i>Pupil engagement, as measured by all of the following, as applicable:</i> <ul style="list-style-type: none"> <li>A. School attendance rates</li> <li>B. Chronic absenteeism rates</li> <li>C. Middle school dropout rates (EC §52052.1(a) (3))</li> <li>D. High school dropout rates</li> <li>E. High school graduation rates</li> </ul>	
<u>SUBPRIORITY A: STUDENT ATTENDANCE RATES</u>	
GOAL TO ACHIEVE SUBPRIORITY	Students will attend school punctually, regularly and consistently. Students will demonstrate positive engagement with learning.
ACTIONS TO ACHIEVE GOAL	<p>Charter School will monitor school attendance rates regularly and employ strategies to maintain a high attendance rates. Strategies may include implementing parent education on the subject as needed, exploring the benefits of regular attendance and patterns.</p> <p>Leadership will monitor classes regularly to ensure a respectful and productive learning environment is achieved.</p> <p>Charter School will maintain a safe, nurturing and supportive learning environment through the use of positive discipline and conflict resolution, and by implementing principles of courtesy, personal responsibility, and citizenship.</p> <p>Charter School will maintain a safe, nurturing and supportive learning environment through the use of positive discipline and conflict resolution, and by implementing principles of courtesy, personal responsibility, and citizenship.</p> <p>Parents/guardians, staff and students will create Individual Learning Plans, as needed, to address student's whole development including social, emotional, physical and cognitive levels.</p>
MEASURABLE OUTCOME	Charter School will strive for 95% ADA rate.
METHODS OF MEASUREMENT	Charter School will record attendance as evidence of successful attendance rates.
<u>SUBPRIORITY B: STUDENT ABSENTEEISM RATES</u>	
GOAL TO ACHIEVE SUBPRIORITY	Regular attendance will be expected and encouraged. In the event of chronic absenteeism, families will be contacted.

ACTIONS TO ACHIEVE GOAL	<p>Charter School will communicate with parents of students with chronic attendance issues via letters and/or individual meetings.</p> <p>Charter School will discourage chronic absenteeism by supporting families in attending school successfully through establishing a cohesive and collaborative learning community based on the principles of courtesy, personal responsibility, and citizenship. When necessary, parent-teacher-administrator conferences will be held to problem solve chronic absenteeism, an individual learning plan may be established, and short or long term independent study will be offered when appropriate.</p>
MEASURABLE OUTCOME	Charter School will strive for 95% ADA rate and seek solutions in the event of chronic attendance issues.
METHODS OF MEASUREMENT	Attendance records will be tracked consistently.
<u>SUBPRIORLTY C: MIDDLE SCHOOL DROPOUT RATES; NOT APPLICABLE</u>	
<u>SUBPRIORITY D: HIGH SCHOOL DROPOUT RATES - NOT APPLICABLE</u>	
<u>SUBPRIORITY E: HIGH SCHOOL GRADUATION RATES - NOT APPLICABLE</u>	
<p><b>STATE PRIORITY #6: SCHOOL CLIMATE</b></p> <p><i>School climate, as measured by all of the following, as applicable:</i></p> <ul style="list-style-type: none"> <li><i>A. Pupil suspension rates</i></li> <li><i>B. Pupil expulsion rates</i></li> <li><i>C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness</i></li> </ul>	
<u>SUBPRIORITY A: PUPIL SUSPENSION RATES</u>	
GOAL TO ACHIEVE SUBPRIORITY	Charter School will achieve and maintain a suspension rate of less than 5%.
ACTIONS TO ACHIEVE GOAL	<p>Continue a high rate of parent involvement and education.</p> <p>Implement school-wide positive discipline, conflict resolution and nonviolent communication strategies.</p> <p>Keep social/emotional/behavioral education as focus for teacher staff development and practice.</p> <p>Staff will ensure a positive learning environment is in place, and will model positive interactions through their demeanor and daily interactions with the Charter School community.</p>
MEASURABLE OUTCOME	<p>Suspension rate of 5% or below.</p> <p>Cohesive, supportive and effective school community based on principles of courtesy, personal responsibility and citizenship.</p>
METHODS OF MEASUREMENT	<p>Parent, student and staff surveys, student discipline records.</p> <p>Satisfaction rates with Charter School on parent, student, and staff surveys, including School Climate Survey.</p>



<b>SUBPRIORITY B: PUPIL EXPULSION RATES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Maintain our current expulsion rate of zero over the past 20 years.
<b>ACTIONS TO ACHIEVE GOAL</b>	Continue a high rate of parent involvement and education. Implement school-wide positive discipline, conflict resolution and nonviolent communication strategies. Keep social/emotional/behavioral education as focus for teacher staff development and practice. Staff will ensure a positive learning environment is in place, and will model positive interactions through their demeanor and daily interactions with the Charter School community.
<b>MEASURABLE OUTCOME</b>	Expulsion rate of 5% or below. Cohesive, supportive and effective school community based on principles of courtesy, personal responsibility and citizenship.
<b>METHODS OF MEASUREMENT</b>	Parent, student and staff surveys, student discipline records. Satisfaction rates with Charter School on parent, student, and staff surveys, including School Climate Survey.
<b>SUBPRIORITY C: OTHER SCHOOL SAFETY AND SCHOOL CONNECTEDNESS MEASURES (SURVEYS)</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Students will be active participants in class and school activities; students will be thoughtful, engaged citizens of a 21st century world; students will demonstrate respect for self, others and the environment including, but not limited to, individual differences, self-regulation and character values of integrity and personal ownership.
<b>ACTIONS TO ACHIEVE GOAL</b>	Continue a high rate of parent involvement and education. Ensure that students and parents have read the Charter School Values Statement, and agreed to the Charter School's Family Handbook, which details student behavior expectations. Implement school-wide positive discipline, conflict resolution and nonviolent communication strategies. Keep social/emotional/behavioral education as focus for teacher staff development and practice. Staff will ensure a positive learning, and will model positive interactions through their demeanor and daily interactions with the Charter School community.
<b>MEASURABLE OUTCOME</b>	Measurements will be assessed through student discipline records; making sure suspension records are less than 5% and satisfaction rates with Charter School on parent, student and staff surveys
<b>METHODS OF MEASUREMENT</b>	Parent, student and staff surveys, including School Climate Survey, and student discipline records.

**STATE PRIORITY #7: COURSE ACCESS**

*The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM- eligible, or foster youth; E. C. §42238.02) and students with exceptional needs.*

*"Broad course of study" includes the following, as applicable:*

*Grades 1-6: English, mathematics, social sciences, science, visual and performing arts, health, physical education, and other as prescribed by the governing board. (E. C. §51210)*

GOAL TO ACHIEVE SUBPRIORITY	<p>All Charter School students will receive a well-rounded education and instruction that integrates content areas. Students with exceptional needs, all ELs, and high and low-achieving students will receive modifications and differentiated curriculum to meet their needs.</p> <p>All students, including those in numerically significant subgroups (students with exceptional needs, or classified as EL, FRPM eligible, or foster youth) will participate in a broad course of study as described in Ed Code Section 51210; English mathematics, social sciences, science, visual and performing arts, health, physical education and other as prescribed by the governing board.</p>
ACTIONS TO ACHIEVE GOAL	<p>Charter School leadership will provide instructional staff with the resources to create lesson plans that incorporate the instruction of English, mathematics, social sciences, science visual and performing arts, health, and physical education.</p> <p>Charter School will maintain professional development plans for all teachers; professional development activities will include instructional coaching, opportunities for teacher collaboration and shared learning, and cover broad areas of study and intervention strategies.</p>
MEASURABLE OUTCOME	<p>Lesson plans, student works plans, Independent Learning Plans and student work will reflect broad content and areas of study.</p> <p>Students will exhibit evidence of learning in a broad course of study as described in Ed Code Section 51210; English, mathematics, social sciences, science, visual and performing arts, health, physical education and other as prescribed by the governing board.</p>
METHODS OF MEASUREMENT	<p>This will be measured by school-wide data relating to:</p> <p>Lesson plans demonstrate standards-alignment in a broad course of study and modifications/adaptations for ELs, exceptional students, high- and low-achieving students.</p> <p>Student work plans, portfolios, CAASPP results.</p> <p>Classroom walk-throughs by administration and/or outside educators.</p> <p>Annual review of curriculum by administration and faculty to ensure broad course of study.</p>

**STATE PRIORITY #8: OTHER STUDENT OUTCOMES**

*Pupil outcomes, if available, in the subject areas described above in #7, as applicable.*

**SUBPRIORITY A: ENGLISH**

GOAL TO ACHIEVE SUBPRIORITY	<p>Mastery of the ELA Common Core State Standards.</p> <p>Students will demonstrate strong reading, writing, listening, speaking, and presentation skills, in multiple forms of expression (e.g., written, oral, multimedia), with communication skills appropriate to the setting and audience.</p> <p>Students will comprehend and critically interpret multiple forms of expression, including expository and narrative writing as well as literature from various time periods and cultures.</p>
ACTIONS TO ACHIEVE GOAL	<p>Teachers will implement research-based instructional methodology.</p> <p>Teachers will employ formative assessments to help guide instruction.</p> <p>Daily activities in the area of English Language Arts will include, but not be limited to, the following types of activities:</p> <ul style="list-style-type: none"><li>• Direct whole group, small group or individual instruction</li><li>• Interdisciplinary projects</li><li>• Skill-building lessons with concrete manipulatives</li><li>• Creative and expository writing exercises</li><li>• Reading aloud</li><li>• Shared Reading and Writing</li><li>• Independent Reading and Writing</li><li>• Talking about and analyzing texts</li><li>• Oral presentations</li><li>• Cooperative group work</li><li>• Student-teacher reading and writing conferences</li></ul>
MEASURABLE OUTCOME	<p>All students including those in numerically significant subgroups (students with exceptional needs, or classified as EL, FRPM eligible, or foster youth) will demonstrate knowledge and/or mastery of ELA Common Core State Standards.</p>
METHODS OF MEASUREMENT	<p>Student work including notebooks, journals, published writing pieces, portfolios, projects, presentations.</p> <p>Formative and summative classroom assessments, including student created rubrics.</p> <p>CAASPP performance results.</p>

**SUBPRIORITY B: MATHEMATICS**

GOAL TO ACHIEVE SUBPRIORITY	<p>Mastery of Math Common Core State Standards</p> <p>Students will pursue mathematical concepts at a concrete level until mastery and able to move to higher more abstract thought.</p> <p>Students will develop abilities to reason logically and to understand and apply mathematical processes and concepts, including those within arithmetic, algebra, geometry, and other mathematical subjects based on the CCSS.</p>
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ACTIONS TO ACHIEVE GOAL	<p>Teachers will implement research-based instructional methodology. Teachers will employ formative assessment to help guide instruction. Daily activities in the area of mathematics will include, but not be limited to, the following types of activities:</p> <ul style="list-style-type: none"> <li>• Direct whole group, small group or individual instruction</li> <li>• Interdisciplinary projects</li> <li>• Skill-building lessons with concrete manipulatives</li> <li>• Talking about and analyzing mathematical concepts</li> <li>• Cooperative group work</li> <li>• Student-teacher conferences</li> <li>• Focused independent work</li> </ul>
MEASURABLE OUTCOME	All students including those in numerical significant subgroups (students with exceptional needs, or classified as EL, FRPM eligible, or foster youth) will demonstrate knowledge and/or mastery of mathematics core curriculum standards.
METHODS OF MEASUREMENT	<p>Student work including notebooks, journals, portfolios, projects, presentations.</p> <p>Formative and summative classroom assessments.</p> <p>CAASPP performance results.</p>
<b>SUBPRIORITY C: SOCIAL SCIENCES</b>	
GOAL TO ACHIEVE SUBPRIORITY	<p>Mastery of the History-Social Science Content Standards.</p> <p>Students will understand and apply civic, historical and geographical knowledge needed to serve as citizens in today's world of diverse cultures. Increase depth of study to help students to integrate social studies and history into their lives and prior experiences.</p>
ACTIONS TO ACHIEVE GOAL	<p>Teachers will implement research-based instructional. Teachers will employ formative assessment to help guide instruction. Activities in the area of social studies will include, but not be limited to, the following types of activities:</p> <ul style="list-style-type: none"> <li>• Direct whole group, small group, or individual instruction</li> <li>• Interdisciplinary/research based projects</li> <li>• Concept-building lessons with concrete manipulatives</li> <li>• Talking about and analyzing social studies concepts</li> <li>• Oral presentations</li> <li>• Cooperative group work</li> <li>• Student-teacher conferences</li> <li>• Focused independent work</li> <li>• Supplementary/off-site activities</li> </ul>
MEASURABLE OUTCOME	All students including those in numerical significant subgroups (students with exceptional needs, or classified as EL, FRPM eligible, or foster youth) will demonstrate knowledge and/or mastery of science core curriculum standards.

METHODS OF MEASUREMENT	<p>Student work including notebooks, journals, portfolios, projects, presentations.</p> <p>Formative and summative classroom assessments, including student created rubrics.</p>
<b>SUBPRIORITY D: SCIENCE</b>	
GOAL TO ACHIEVE SUBPRIORITY	<p>Mastery of the Next Generation Science Standards.</p> <p>Students will successfully utilize scientific research and inquiry methods to understand and apply the major concepts underlying various branches of science, which will include physics, chemistry, biology, ecology, astronomy and earth sciences.</p> <p>Utilize inquiry-based learning as a basis for understanding core content standards.</p>
ACTIONS TO ACHIEVE GOAL	<p>Teachers will implement research-based instructional.</p> <p>Teachers will employ formative assessment to help guide instruction.</p> <p>Activities in the area of science will include, but not be limited to, the following types of activities:</p> <ul style="list-style-type: none"> <li>• Direct whole group, small group, or individual instruction</li> <li>• Interdisciplinary/research based projects</li> <li>• Concept-building lessons with concrete manipulatives</li> <li>• Talking about and analyzing science concepts</li> <li>• Design and implementation of scientific method based experiments</li> <li>• Oral presentations</li> <li>• Cooperative group work</li> <li>• Student-teacher conferences</li> <li>• Focused independent work</li> <li>• Supplementary/off-site activities</li> </ul>
MEASURABLE OUTCOME	<p>All students including those in numerical significant subgroups (students with exceptional needs, or classified as EL, FRPM eligible, or foster youth) will demonstrate knowledge and/or mastery of science core curriculum standards.</p>
METHODS OF MEASUREMENT	<p>Student work including notebooks, journals, portfolios, projects, presentations.</p> <p>Formative and summative classroom assessments, including student created rubrics.</p>
<b>SUBPRIORITY E: VISUAL AND PERFORMING ARTS</b>	
GOAL TO ACHIEVE SUBPRIORITY	<p>Mastery of the State Content Standards.</p> <p>Students will engage in dance, music, theatre and visual arts based on the five primary strands including: artistic perception, creative expression; historical and cultural context; aesthetic valuing; and connections, relations, and applications</p>

ACTIONS TO ACHIEVE GOAL	<p>Teachers will implement research-based instructional. Activities in the area of visual and performing will include, but not be limited to, the following types of activities:</p> <ul style="list-style-type: none"> <li>• Direct whole group, small group, or individual instruction</li> <li>• Interdisciplinary based projects</li> <li>• Concept and skill building lessons</li> <li>• Talking about and analyzing visual and performing arts concepts</li> <li>• Cooperative group work</li> <li>• Student-teacher conferences</li> <li>• Focused independent work</li> <li>• Performance for an audience</li> <li>• Supplementary/off-site activities</li> </ul>
MEASURABLE OUTCOME	All students including those in numerical significant subgroups (students with exceptional needs, or classified as EL, FRPM eligible, or foster youth) will demonstrate knowledge and/or mastery of visual and performing arts curriculum standards.
METHODS OF MEASUREMENT	<p>Student work including notebooks, portfolios, projects, presentations. Photographs of student work.</p> <p>Formative and summative classroom assessments, including student created rubrics.</p>
<b>SUBPRIORITY F: PHYSICAL EDUCATION</b>	
GOAL TO ACHIEVE SUBPRIORITY	<p>Mastery of the State Content Standards.</p> <p>Students will engage in healthy activity while learning sportsmanship. Students will demonstrate improved understanding of healthy living, including proper diet, exercise and personal habits.</p>
ACTIONS TO ACHIEVE GOAL	<p>Teachers will implement research based instructional methodology. Activities in the area of physical education will include, but not be limited to, the following types of activities:</p> <ul style="list-style-type: none"> <li>• Whole group, small group, or individual instruction</li> <li>• Skill building lessons</li> <li>• Talking about and analyzing physical education concepts</li> <li>• Cooperative group activities like team sports and games</li> <li>• Stretches, warm-up and cool-down</li> <li>• Supplementary and off-site activities</li> </ul>
MEASURABLE OUTCOME	All students, including those in numerically significant subgroups (students with exceptional needs, or classified as EL, FRPM eligible, or foster youth), will demonstrate knowledge and/or mastery of physical education curriculum standards.
METHODS OF MEASUREMENT	<p>Student work and photographs of student activities.</p> <p>State physical fitness assessment.</p>

<u>SUBPRIORITY G: HEALTH (GRADES 1-6 ONLY)</u>	
GOAL TO ACHIEVE SUBPRIORITY	Students will use interpersonal communication skills to promote personal ethics and accountability. Students will practice essential habits of self-care and hygiene maintenance.
ACTIONS TO ACHIEVE GOAL	Teachers will implement research-based instructional methodology. Activities in the area of health will include, but not be limited to, the following types of activities: <ul style="list-style-type: none"> <li>• Whole group, small group, or individual instruction</li> <li>• Concept-building lessons</li> <li>• Discussing and analyzing health concepts</li> <li>• Hand washing, protocols for sneezing, etc.</li> </ul>
MEASURABLE OUTCOME	All students, including those in numerically-significant subgroups (students with exceptional needs, or classified as EL, FRPM eligible, or foster youth) will demonstrate knowledge and/or mastery of health curriculum standards.
METHODS OF MEASUREMENT	Student work and photographs of student activities. Teacher lesson plans and anecdotal records.
<u>SUBPRIORITY H: FOREIGN LANGUAGES (GRADES 7-12 ONLY); NOT APPLICABLE</u>	
<u>SUBPRIORITY I: APPLIED ARTS (GRADES 7-12 ONLY); NOT APPLICABLE</u>	

3205704

**ENDORSED - FILED**  
in the office of the Secretary of State  
of the State of California

APR 06 2009

**ARTICLES OF INCORPORATION**  
**CASPAR CREEK LEARNING COMMUNITY, INC.**  
A California Public Benefit Corporation

**ARTICLE ONE: NAME**

The name of this corporation is CASPAR CREEK LEARNING COMMUNITY, INC.

**ARTICLE TWO: PURPOSE**

A. This corporation is a nonprofit PUBLIC BENEFIT CORPORATION and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation law for charitable purposes.

B. The specific purpose of this corporation is to provide fundraising support for the Caspar Creek Learning Community, currently a program of the Mattole Valley Charter School, and to support Caspar Creek's possible eventual development as a charter school itself.

**ARTICLE THREE: AGENT FOR SERVICE OF PROCESS**

The name and address in the State of California of this corporation's initial agent for service of process is: Sean J. Hogan Esq., 811 North Main Street, Fort Bragg, CA 95437

**ARTICLE FOUR: TAX EXEMPTION REQUIREMENTS**

A. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3), Internal Revenue Code.

B. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code or by a corporation, contributions to which are deductible under 170(c)(2) of the Internal Revenue Code.

C. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

**ARTICLE FIVE: DISTRIBUTION ON DISSOLUTION**

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501(c)(3), Internal Revenue Code.

  
Hilleary Burgess, Incorporator





**BYLAWS  
OF  
CASPAR CREEK LEARNING COMMUNITY, INC.  
A California Non-Profit Public Benefit Corporation**

**ARTICLE 1. LOCATION OF OFFICES**

The name of this corporation is Caspar Creek Learning Community, Inc. It is a California nonprofit public benefit corporation with principal offices at 41729 Caspar Little Lake Road, Mendocino, California 95460.

**ARTICLE 2: PURPOSE**

This corporation is a nonprofit public benefit corporation organized under the California Nonprofit Public Benefit Corporation Law. The specific purpose of this corporation is to provide fundraising support for the Caspar Creek Learning Community, currently a program of the Mattole Valley Charter School and to support Caspar Creek's eventual development into an independent charter school.

**ARTICLE 3: MEMBERSHIP**

Section 3.1. Members. The corporation shall have no members. Any action which would otherwise require approval by a majority of all members shall only require approval of the Board. All rights which would otherwise vest in the members shall vest in the Board.

Section 3.2. Associates. Nothing contained in Section 3.1 of this Article shall be construed to limit the right of the corporation to refer to persons associated with the corporation as "members" even though the persons are not corporate members, and no reference in or outside of these Bylaws shall constitute anyone being a member, within the meaning of Corporations Code Section 5056. The corporation may confer by amendment of its Articles or of these Bylaws some or all of the rights of a member, as set forth in the California Nonprofit Corporation Law [California Corporations Code Section 5000 et seq.], on any person or persons who do not have the right to vote for the election of Directors, on a disposition of substantially all of the assets of the corporation, on a merger, dissolution, or changes to the corporation's Articles or Bylaws, but the person shall not be a member within the meaning of Corporations Code section 5056.

**ARTICLE 4: BOARD OF DIRECTORS**

Section 4.1. Powers. Subject to limitations of the Articles and these Bylaws and of pertinent restrictions of the Corporations Code of the State of California, all the activities and affairs of the corporation shall be exercised by or under the direction of the Board of Directors. Without prejudice to these general powers, but subject to the same limitations, it is hereby expressly declared that the Board shall have the following powers in addition to the other powers enumerated in these Bylaws:

- (a) To select and remove all the officers, agents, and employees of the corporation, prescribe duties for them as may not be inconsistent with law, with the Articles of Incorporation, or with these Bylaws, fix the terms of their offices and their compensation, and in their discretion, require from these officers, agents, and employees security for faithful service.
- (b) To make disbursements from the funds and properties of the corporation as are required to fulfill the purposes of this corporation as are more fully set out in the corporation's Articles of Incorporation, and generally to conduct, manage, and control the activities and affairs of the corporation, and to make rules and regulations not inconsistent with law, the Articles of Incorporation, or with these Bylaws, as they may deem best.
- (c) To adopt, make and use a corporate seal and to alter the form of the seal from time to time as they may deem best.
- (d) To borrow money and incur indebtedness for the purposes of the corporation and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, or other evidences of debt and securities therefor.
- (e) To carry on a business for profit and apply any resulting profit to any activity in which it may legally engage.

Section 4.2. Number of Directors. The authorized number of Directors of the corporation shall be not less than three (3) and not more than seven (7), with the exact number to be determined from time to time by the Directors until changed by an amendment of the Articles of Incorporation or by an amendment to these Bylaws. The number may be changed by the vote or written assent of a majority of the Directors then in office.

Section 4.3. Selection and Tenure of Office. Directors shall be elected at each annual meeting of the Directors. Each Director shall serve until the next annual meeting and until a successor has been elected and qualified. If an annual meeting is not held, or the Directors are not elected at an annual meeting, the Directors may be elected at a special meeting held for that purpose.

Section 4.4. Qualifications. Directors shall be of the age of majority in this state.

Section 4.5. Vacancies. Any Director may resign effective on giving written notice to the Chair of the Board, the President, or the Secretary of the Board, unless the notice specifies a later time for the effectiveness of the resignation. If the resignation is to take effect at some future time, a successor may be selected before that time, to take office when the resignation becomes effective. Vacancies in the Board shall be filled in the same manner as the Director or Directors whose office is vacant was selected, provided that vacancies to be filled by election by Directors may be filled by a majority of the remaining Directors, although less than a quorum, or by a sole remaining Director. Each Director so elected shall hold office until the expiration of the term of

the replaced Director and until a successor has been named and qualified. A vacancy or vacancies in the Board shall be deemed to exist in case of the death, resignation or removal of any Director, or if the authorized number of Directors is increased. The Board may declare vacant the office of a Director who has been declared of unsound mind by a final order of court, or convicted of a felony, or, in the case of a corporation holding assets in charitable trust, has been found by a final order or judgment of any court to have breached any duty arising under the law governing assets in charitable trust [California Corporations Code Section 7238]. No reduction of the authorized number of Directors shall have the effect of removing any Director prior to the expiration of the Director's term of office.

Section 4.6. Removal of Directors. A Director may be removed from office if any of the following has been found to have occurred:

- (a) The Director misses two (2) or more consecutive board meetings or four (4) meetings in a calendar year without cause.
- (b) The Director becomes physically incapacitated or his or her inability to serve is established in the minds of a majority of the Board.
- (c) A conflict of interest is found to exist between the Director and the corporation.
- (d) The Director is found to have engaged in activities that are directly contrary to the interests of the corporation.

Section 4.7. Place of Meetings. Notwithstanding anything to the contrary provided in these Bylaws, any meeting (whether regular, special or adjourned) of the Board of Directors of the corporation may be held at any place within or without California that has been previously designated for that purpose by resolution of the Board of Directors or by the written consent of all the members of the Board. No meeting may be held at a location which effectively prevents or prohibits a member from attending.

Section 4.8. Regular Meetings. Regular meetings of the Board shall be held without call or notice on the second ~~Tuesday~~ **Friday** of each ~~month~~ **January and July** at 3:00 p.m. local time at the offices of the corporation, unless otherwise modified by the Board. (Amended July 16, 2010.)

Section 4.9. Special Meetings. Special meetings of the Board of Directors may be called at any time by order of the President, of any Vice President, of the Secretary, or of two or more of the Directors.

Section 4.10. Notice of Special Meetings. Special meetings of the Board shall be held on five days notice by first class mail or a forty-eight hour notice given personally or by telephone, including a voice messaging system or other system or technology designed to record and communicate messages, telegraph, facsimile, electronic mail, or other electronic means. The notice shall be addressed or delivered to each Director or at the Director's address as it is shown on the records of the corporation, or as may have been given to the corporation by the Director for purposes of notice or, if the address is not shown on the records, or is not readily ascertainable, at the place at which the meetings of the Directors are regularly held.

Section 4.11. Quorum. Except as otherwise provided herein, a majority of the authorized number of Directors shall constitute a quorum except when a vacancy or vacancies prevents a majority, whereupon a majority of the Directors in office shall constitute a quorum, provided a majority shall constitute either one third of the authorized number of Directors or at least two Directors, whichever is larger, or unless the authorized number of Directors is only one. A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Except as the Articles of Incorporation, these Bylaws, and the California Nonprofit Public Benefit Corporation Law may provide, the act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be the act of the Board of Directors.

Section 4.12. Participation in Meetings by Conference Telephone. Members of the Board may participate in a meeting through use of conference telephone, electronic video screen communications, internet or other communications equipment, so long as all members participating in the meeting can communicate with all of the other members concurrently, each member is provided the means of participating in all matters before the board, including the capacity to propose, or to interpose an objection, to a specific action to be taken, and the corporation adopts and implements some means of verifying that the person communicating by telephone, electronic video screen, or other communications equipment is a director entitled to participate in the board meeting, and that all statements, questions, actions, or votes were made by that director and not by another person not permitted to participate as a director.

Section 4.13. Waiver of Notice. Notice of a meeting need not be given to any Director who signs a waiver of notice or a written consent to holding the meeting or an approval of the minutes of the meeting, whether before or after the meeting, or who attends the meeting without protesting, prior to the meeting or at its commencement, the lack of notice to the Director. All waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings.

Section 4.14. Adjournment. A majority of the Directors present, whether or not a quorum is present, may adjourn any Directors' meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent Directors if the time and place be fixed at the meeting adjourned, except as provided in the next sentence. If the meeting is adjourned for more than 24 hours, notice of any adjourn to another time or place shall be given prior to the time of the adjourned meeting to the Directors who were not present at the time of the adjournment.

Section 4.15. Action Without Meeting. Any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board shall individually or collectively consent in writing to the action. The consent or consents shall have the same effect as a unanimous vote of the Board and shall be filed with the minutes of proceedings of the Board.

Section 4.16. Rights of Inspection. Every Director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation of which the person is a Director, for a purpose reasonably related to the person's interest as a Director.

Section 4.17. Official Board Committees. Committees of the Board may be appointed by resolution passed by a majority of the whole Board. Committees shall be composed of two or more members of the Board, and shall have the powers of the Board as may be expressly delegated to it by resolution of the Board of Directors, except with respect to:

- (a) The approval of any action for which the California Nonprofit Public Benefit Corporation Law also requires members' approval (must be approved by the Board as a whole);
- (b) The filling of vacancies on the Board or on any committee;
- (c) The amendment or repeal of Bylaws or the adoption of new Bylaws;
- (d) The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;
- (e) The appointment of other committees of the Board or the members thereof;
- (f) The expenditure of corporate funds to support a nominee for Director after there are more people nominated for Director than can be elected; or
- (g) The approval of any self-dealing transaction, as these self-dealing transactions are defined in Corporations Code section 7233(a).

Any committee may be designated an Executive Committee or by another name as the Board shall specify. The Board shall have the power to prescribe the manner in which proceedings of any committee shall be conducted. In the absence of any prescription, the committee shall have the power to prescribe the manner in which its proceedings shall be conducted. Unless the Board or the committee shall otherwise provide, the regular and special meetings and other actions of any committee shall be governed by the provision of this Article applicable to meetings and actions of the Board. Minutes shall be kept of each meeting of each committee.

Section 4.18. Fees and Compensation. Directors (as such) shall not receive compensation for their services as Directors. ~~Directors shall not serve the organization in some other capacity for which compensation is paid.~~ (Provision repealed by board vote at 8/13/2013 Special Meeting.) However, the position of Executive Director may be paid at the discretion of the Board.

## **ARTICLE 5. OFFICERS**

Section 5.1. Officers. The officers of the corporation shall be a President, a Secretary, and a Chief Financial Officer. The corporation may also have, at the discretion of the Board of Directors, one or more Vice Presidents, one or more Assistant Secretaries, and other officers as may be appointed in accordance with the provisions of Section 5.3 of this Article. One person may hold two or more offices, except that neither the Secretary nor the Chief Financial Officer may serve concurrently as the President.

Section 5.2. Election. The officers of the corporation, except those officers as may be appointed in accordance with the provisions of Section 5.3 or Section 5.5 of this Article, shall be chosen annually by, and shall serve at the pleasure of, the Board of Directors, subject to the rights, if any, of an officer under any contract of employment. Each officer shall hold his or her office until he or she resigns, is removed, or becomes otherwise disqualified to serve, or until his or her successor is elected and qualified.

Section 5.3. Subordinate Officers. The Board of Directors may appoint, and may empower the President to appoint, other officers as the business of the corporation may require, each of whom shall hold office for the period, have authority, and perform duties as are provided in the Bylaws or as the Board of Directors may from time to time determine.

Section 5.4. Removal and Resignation. Any officer may be removed, either with or without cause, by a majority of the Directors at the time in office, at any regular or special meeting of the Board, or except in case of an officer chosen by the Board of Directors, by any officer on whom the power of removal may be conferred by the Board of Directors. Any officer may resign at any time, without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party, by giving written notice to the Board of Directors, or to the President, or to the Secretary of the corporation. The resignation shall take effect at the date of the receipt of the notice or at any later time specified in the notice; and, unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective.

Section 5.5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in the Bylaws for regular election or appointment to the office, provided that the vacancies shall be filled as they occur and not on an annual basis.

Section 5.6. Inability to Act. In the case of absence or inability to act of any officer of the corporation and of any person herein authorized to act in his or her place, the Board of Directors may from time to time delegate the powers or duties of the officer to any other officer, or any director or other person whom the Board may select.

Section 5.7. President. Subject to supervisory powers, if any, as may be given by the Board of Directors to the President shall be the Chief Executive Officer of the corporation and shall, subject to the control of the Board of Directors, have general supervision, direction, and control of the activities and Officers of the corporation. The President shall preside at all meetings of the Board of Directors. The President shall be ex-officio a member of all the standing committees, including the Executive Committee, if any, and shall have the general powers and duties of management usually vested in the office of a President of a corporation, and shall have other powers and duties as may be prescribed by the Board of Directors or the Bylaws.

Section 5.8. Vice President. In the absence or disability of the President, the Vice Presidents, in order of their rank as fixed by the Board of Directors, or if not ranked, the Vice President designated by the Board of Directors, shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions on, the President. The Vice Presidents shall have other powers and perform other duties as from time to time may be

prescribed for them respectively by the Board of Directors or the Bylaws.

Section 5.9. Secretary. The Secretary shall keep, or cause to be kept, a book of minutes at the principal office or other place as the Board of Directors may order, of all meetings the Board and its committees, with the time and place of holding, whether regular or special, and if special, how authorized, the notice of the meeting given, the names of those present at the members, the Board and committees' meetings, and the proceedings thereof. The Secretary shall keep, or cause to be kept, at the principal office in the State of California and the original and a copy of the corporation's Articles and Bylaws, as amended to date. The Secretary shall give, or cause to be given, notice of all meetings of the Board and any committees of the Board required by these Bylaws or by law to be given, shall keep the seal of the corporation in safe custody, and shall have other powers and perform other duties as prescribed by the Board. The Secretary shall also keep, or cause to be kept, a book of minutes at the principal office or other place as the Board may order, of all meetings with the time and place of holding, whether regular or special, and if special, how authorized, the notice of the meeting, the names of those present at meetings, and the proceedings thereof. The Secretary shall give, or cause to be given, notice of all meetings of the Directors required by these Bylaws.

Section 5.10. Treasurer and Chief Financial Officer. The Treasurer shall be the Chief Financial Officer of the corporation and shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the corporation. The books of account shall at all reasonable times be open to inspection by any Director. The Treasurer shall deposit all monies and other valuables in the name and to the credit of the corporation with depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the corporation as may be ordered by the Board of Directors, shall render to the President and the Directors, whenever they request it, an account of all of his or her transactions and of the financial condition of the corporation, and shall have other powers and perform other duties as may be prescribed by the Board of Directors.

~~Section 5.11. Salaries. Officers shall not receive compensation for their services as Officers. Officers shall not serve the organization in some other capacity for which compensation is paid. However, the position of Treasurer may be paid at the discretion of the Board.~~  
(Repealed by board vote at 8/13/2013 Special Meeting.)

## **ARTICLE 6. OTHER PROVISIONS**

Section 6.1. Endorsement of Documents. Contracts. Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance, or other instrument in writing and any assignment or endorsement thereof executed or entered into between this corporation and any other person, when signed by any one of the President, or any Vice President, and any one of the Secretary, any Assistant Secretary, or the Treasurer of this corporation shall be valid and binding on this corporation in the absence of actual knowledge on the part of the other person that the signing Officers had no authority to execute the same. The Board of Directors, except as otherwise provided in the Bylaws, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation. This authority may be general or confined to specific instances.

Unless so authorized by the Board of Directors, and except as provided in this Section, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or agreement, or to pledge its credit, or to render it liable for any purpose or to any amount.

Section 6.2. Representation of Shares of Other Corporations. The President or any other officer or officers authorized by the Board or the President are each authorized to vote, represent and exercise on behalf of the corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of the corporation. The authority herein granted may be exercise either by any officer in person or by any other person authorized to do so in proxy or power of attorney duly executed by the officer.

Section 6.3. Construction and Definitions. Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the General Provisions of the California Nonprofit Corporation Law and in the California Nonprofit Public Benefit Corporation Law shall govern the construction of these Bylaws.

Section 6.4. Amendments. These Bylaws may be amended or repealed in whole or in part, and new Bylaws adopted by the Board of Directors at any proper meeting of the Directors at which a quorum is present.

Section 6.5. Record of Amendments. Whenever an amendment or new Bylaw is adopted, it shall be copied in the Book of Minutes with the original Bylaws, in the appropriate place. If any Bylaw is repealed, the fact of repeal with the date of the meeting at which the repeal was enacted or written assent was filed shall be stated in the Book.

## **ARTICLE 7. INDEMNIFICATION OF AGENTS OF THE CORPORATION**

Section 7.1. Definitions. For purposes of this section, “agent” means any person who is or was a Director, Officer, employee, or other agent of this corporation, or is or was serving at the request of this corporation as a Director, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or was a Director, Officer, employee, or agent of a foreign or domestic corporation that was a predecessor corporation of this corporation or of another enterprise at the request of the predecessor corporation; “proceeding” means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative; and “expenses” includes, without limitation, attorney fees and any expenses of establishing a right to indemnification under Section 7.4 or 7.5(b) of this Article.

Section 7.2. Indemnification in Actions by Third Parties. This corporation shall have the power to indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding (other than an action by or in the right of this corporation to procure judgment in its favor, an action brought under Corporations Code section 5233, made applicable pursuant to Corporations Code section 7238, or an action brought by the Attorney General or a person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust) by reason of the fact that the person is or was an agent of this corporation,



against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with the proceeding, if the person acted in good faith and in a manner the person reasonably believed to be in the best interests of the corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner the person reasonably believed to be in the best interests of this corporation or that the person had reasonable cause to believe that the conduct was unlawful.

Section 7.3. Indemnification in Actions by or in the Right of the Corporation. This corporation shall have the power to indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action by or in the right of this corporation or brought under Corporations Code section 5233, made applicable pursuant to Corporations Code section 7238, or an action brought by the Attorney General or a person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust to procure a judgment in its favor by reason of the fact that the person is or was an agent of this corporation, against expenses actually and reasonably incurred by the person in connection with the defense or settlement of the action if the person acted in good faith, in a manner the person believed to be in the best interests of this corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section 3:

- (a) In respect of any claim, issue or matter as to which the person shall have been adjudged to be liable to this corporation in the performance of the person's duty to this corporation, unless and only to the extent that the court in which the proceeding is or was pending shall determine on application that, in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for the expenses that the court shall determine;
- (b) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or
- (c) Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval, unless such action concerns assets held in charitable trust and is settled with the approval of the Attorney General.

Section 7.4. Indemnification Against Expenses. To the extent that an agent of this corporation has been successful on the merits in defense of any proceeding referred to in Section 7.2 or 7.3 of this Article or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 7.5. Required Indemnification. Except as provided in Section 7.4 of this Article, indemnification under this Article shall be made by this corporation only if authorized in the specific case, on a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 7.2 or 7.3, by:

- (a) A majority vote of a quorum consisting of Directors who are not parties to the proceeding; or
- (b) The court in which the proceeding is or was pending, on application made by this corporation

or the agent, attorney, or other person rendering services in connection with the defense, whether or not the application by the agent, attorney, or other person is opposed by this corporation.

Section 7.6. Advance of Expenses. Expenses incurred in defending any proceeding may be advanced by this corporation prior to the final disposition of the proceeding on receipt of an undertaking by or on behalf of the agent to repay the amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article.

Section 7.7. Other Indemnification. No provision made by the corporation to indemnify its or its subsidiary's Directors or Officers for the defense of any proceeding, whether contained in the Articles, Bylaws, a resolution of the Directors, an agreement or otherwise, shall be valid unless consistent with this Article. Nothing contained in this Article shall affect any right to indemnification to which persons other than the Directors and Officers may be entitled by contract or otherwise.

Section 7.8. Forms of Indemnification Not Permitted. No indemnification or advance shall be made under this Article, except as provided in Sections 4 or 5(b) in any circumstances where it appears that:

- (a) It would be inconsistent with a provision of the Articles of Incorporation, these Bylaws, a resolution of the members or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or
- (b) It would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 7.9. Insurance. The corporation shall have the power to purchase and maintain insurance on behalf of any agent of the corporation against any liability asserted against or incurred by the agent in the capacity or arising out of the agent's status as an agent whether or not the corporation would have the power to indemnify the agent against the liability under the provisions of this Article; provided, however, that this corporation shall have no power to purchase and maintain insurance to indemnify any agent of the corporation for a violation of Corporations Code section 5233, made applicable by Corporations Code section 7238.

## **ARTICLE 8. RECEIPT, INVESTMENT, AND DISBURSEMENT OF FUNDS**

Section 8.1. Receipt of Funds. The corporation shall receive all monies, other properties, or both, transferred to it for the purposes for which the corporation was formed (as shown by the Articles of Incorporation). However, nothing contained herein shall require the Board of Directors to accept or receive any money or property of any kind if it shall determine in its discretion that receipt of the money or property is contrary to the expressed purposes of the corporation as shown by these Articles.

Section 8.2. Investment of Funds. The corporation shall hold, manage, and disburse any funds or properties received by it from any source in a manner that is consistent with the expressed purposes of this corporation.

Section 8.3. Disbursement of Funds. No disbursement of corporation money or property shall be made until it is first approved by the President of the corporation or by the Treasurer or by the Directors. However, the Directors shall have the authority to appropriate specific sums to fulfill the objects and purposes for which the corporation was formed and to direct the officers of the corporation from time to time to make disbursements to implement the appropriations.

Section 8.4. Signatories on Accounts. All checks, drafts, demands for money and notes of the corporation, and all written contracts of the corporation shall be signed by the officer or officers, agent or agents, as the Board of Directors may from time to time by resolution designate.

## **ARTICLE 9. CORPORATE RECORDS AND REPORTS**

Section 9.1. Records. The corporation shall maintain adequate and correct accounts, books, and records of its business and properties. All the books, records, and accounts shall be kept at its principal place of business in California, as fixed by the Board of Directors from time to time.

Section 9.2. Inspection of Books and Records. Every Director shall have the absolute right at any reasonable time to inspect all books, records, documents of every kind, and the physical properties of the corporation, and also of its subsidiary organizations, if any.

Section 9.3. Certification and Inspection of Bylaws. The original or a copy of these Bylaws, as amended or otherwise altered to date, certified by the Secretary, shall be open to inspection by the Directors of the corporation at all reasonable times during office hours.

## **ARTICLE 10. DISSOLUTION**

An affirmative vote by more than 50% of the Voting Members of the Board of Directors of Caspar Creek Learning Community, Inc. will cause Caspar Creek Learning Community, Inc. to wrap up its affairs and liquidate. However, such a vote can only be taken if written notice of such a vote to dissolve Caspar Creek Learning Community, Inc. is made to all Directors at least three weeks before such a meeting occurs. In the event that Caspar Creek Learning Community, Inc. liquidates for any reason, the assets remaining after all obligations of Caspar Creek Learning Community, Inc. are paid shall be paid to a non-profit tax exempt fund of a Mendocino County organization or organizations similar to Caspar Creek Learning Community, Inc. that support the purpose of Caspar Creek Learning Community, Inc. identified in the Articles of Incorporation, and Article 2 of these Bylaws.

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## CERTIFICATE OF SECRETARY

I, the undersigned, being the Secretary of Caspar Creek Learning Community, Inc. hereby certify that the above Bylaws consisting of twelve (12) pages were adopted as the Bylaws of this corporation pursuant to the unanimous vote of the Directors in the First Meeting of the Board of Directors, effective July 1, 2009; that these Bylaws have subsequently been amended by the Board of Directors; and that, as of the date of this certification, these Bylaws are the duly adopted and existing Bylaws of this corporation.

IN WITNESS WHEREOF, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_

Secretary

**Form 1023, Part V, Question 5a, Conflict of Interest Policy****Article I****Purpose**

The purpose of the conflict of interest policy is to protect Caspar Creek Learning Community's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of Caspar Creek Learning Community or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

**Article II****Definitions****1. Interested Person**

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

**2. Financial Interest**

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment interest in any entity with which Caspar Creek Learning Community has a transaction or arrangement,
- b. A compensation arrangement with Caspar Creek Learning Community or with any entity or individual with which Caspar Creek Learning Community has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which Caspar Creek Learning Community is negotiating a transaction or arrangement.

**Article III****Procedures****1. Duty to Disclose**

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

**2. Determining Whether a Conflict of Interest Exists**

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

**3. Procedures for Addressing the Conflict of Interest**

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether Caspar Creek Learning Community can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in Caspar Creek Learning Community's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

**4. Violations of the Conflicts of Interest Policy**

- a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

**Article IV****Records of Proceedings**

The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

**Article V****Compensation**

- a. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.

b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from Caspar Creek Learning Community for services is precluded from voting on matters pertaining to that member's compensation.

c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from Caspar Creek, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

#### **Article VI Annual Statements**

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- d. Understands Caspar Creek Learning Community is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

#### **Article VII Periodic Reviews**

To ensure that Caspar Creek Learning Community operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Caspar Creek Learning Community's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

#### **Article VIII Use of Outside Experts**

When conducting the periodic reviews as provided for in Article VII, Caspar Creek Learning Community may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

**Hilleary Burgess**, Director; President; former Caspar Creek parent; founder; CCLC, Inc.

Hilleary Burgess is a 35-year Mendocino resident whose family includes five now-adult alumni of both Green House School and Caspar Creek, all of whom went on to attend Mendocino Unified schools after graduating from either Green House or Caspar Creek. Having managed an entertainer for twelve years and a consumer electronics retail business for another twelve, he works with several local nonprofits in cloud-based CRM administration, digital media, online marketing, special projects (online auctions, raffles, etc.) and nonprofit administration. His deep appreciation for the approach to education developed by the founders of Green House, and later refined at Caspar Creek, led him to become involved in its preservation, founding a nonprofit in 2009 with the mission to sustain the program and eventually develop it into an independent charter school; meanwhile, shepherding it through the various charter school partnerships that have enabled it to thrive for twenty years as a public school program on the Mendocino Coast.

**Sarah Cullar**, Director; Interim Secretary; MA Teaching Leadership

Having first experienced Caspar Creek as the parent of a Kindergartner, Sarah Cullar joined us in 2018, heading up the Kindergarten and grade one program, led the grades 2-5 team beginning for the 2019-2020 school year, and moves to the Lead Teacher role in 2020-2021.

“I have a great love for children, and for knowing them as they grow and learn. Looking back, I can see that this has always been a part of me, from holding and walking little ones around when I was a child, to beginning to babysit when I was about twelve, to my first job painting faces at a local park, and finally in my career as a teacher.

“I started out as an instructional aide shortly after I graduated high school, first as an after-school tutor and summer school assistant, and later as a specially-trained instructional aide for children with autism, working with students both one-on-one in their homes and in a kindergarten class. I held this position until I graduated from Cal State Hayward (now East Bay) with a BA in Liberal Studies and an emphasis on Early Childhood Education, leaving only when the demands of coursework and student teaching for my Multiple Subjects Teaching Credential made it impossible to continue. A few weeks into my second student teaching placement I was offered a teaching position at Highlands Elementary in Pittsburg, CA, where I went on to teach third grade for eight years—meanwhile obtaining an MA in Teaching Leadership—before switching gears in 2011 to become a full-time mom.

“Moving from the Bay Area to Westport, I spent much of the next seven years as a mom and farm hand, but returned to working with children in 2016 as an instructor with Music Together, and later in the After School Enrichment Program at Community Center of Mendocino. Working with children from infancy to adolescence, I’ve enjoyed drawing on my own love for learning and the world around us to impart that same love to children.

**Rio MacGregor**, J.D.; Director, Interim Treasurer

Rio MacGregor’s experience attending alternative schools while growing up on the Mendocino Coast gives him a unique and valuable perspective on public education and a deep appreciation for the importance of alternatives. His law degree and his connection to the Mendocino Coast business community and the community at large through his work in real estate bring an important sensibility and a practical voice to Caspar Creek’s board. His daughter and son attend Caspar Creek.



**Mary K. Champagne** (nominee), M. Ed., Principal (retired), Redwood Elementary, Ft. Bragg.

Mary K. Champagne began her formal teaching career in the Washington, D. C. Head Start program, later directing a Head Start program in West Fresno for four years. In her varied career, she has taught at nearly every elementary and middle school on the Mendocino Coast, substituting at Mendocino Grammar, Mendocino Middle, Redwood Elementary, Dana Gray Elementary, and Fort Bragg Middle; teaching summer school; and later, as a full time teacher; first in Kindergarten at Redwood; and then first grade at Redwood, where her eventual seventeen-year tenure in Room 33, along with annual summer forays into summer school and special education, made her an veritable icon to successive generations of young people on the Mendocino Coast.

After earning her Administrative Services credential in 2003, Champagne began a thirteen-year career as principal of Redwood Elementary; its eighth in her seventeen years as a teacher there, and the first of those eight to last more than three years.

“I have lived in Caspar for thirty of the forty-one years I’ve lived on the coast, and have known about Green House School, and later, Caspar Creek, all that time, as I have known teachers and families who have been part of its life. My own step-children experienced it as a home-schooling connection, where they were included in some magical learning adventures. I have brought teachers there to observe, to see how multi-age classrooms can be laboratories of learning, and many teachers and students have flowed between local districts and Caspar Creek, broadening all of our perspectives. I am glad for the choice and opportunities Caspar Creek offers our community. We all benefit from the availability multiple learning experiences.”

**Mischa Hedges** (nominee); BA, MBA; Chief Storyteller, TrimTab Media.

Mischa Hedges is an award-winning documentary filmmaker. His passion is telling stories that raise social and environmental awareness and inspire people to action to make the world a better place for all life.

He is the co-founder and Chief Storyteller of TrimTab Media, a creative agency that produces impactful documentaries and works with progressive brands and non-profit organizations to tell their stories and reach their audiences more effectively.

Mischa grew up in Mendocino, attending Green House School and other Mendocino schools. He earned a B.A. in Film Production from the Dodge College of Film and Media Arts at Chapman University, an M.B.A. in Sustainable Enterprise from Dominican University of California, and technical certificates from AVID, Adobe Creative Cloud and Final Cut Pro. He lived and worked in Los Angeles, San Francisco and Boston before settling in Sonoma County, California with his wife, Lillie. He spends his free time exploring the outdoors: trail running, cycling, surfing and backpacking the mountains, forests and coastlines of California.

## CCLC Budget Narrative

The attached budget projection is based on conservative estimates of the actual costs to implement CCLC's program as described in the charter. Assumptions that are being used to create the analysis are based on historical financial data and future estimates. See additional spreadsheets submitted with the budget.

### I. Revenues

Grade	2020-2021	2021-2022	2022-2023
K	9	9	9
1	9	9	9
2	9	8	8
3	9	8	8
4	10	8	8
5	4	8	8
Total	50	50	50

The attached spreadsheet shows the implementation schedule of the LCFF from 2020-2021 and the general-purpose rates that are generated over that period.

Included in the budget is also the expense for selling receivables as a cash flow loan given that the charter school will not be receiving apportionment until P1.

### II. Expenses

As with revenues, expense assumptions are based on historical financial data and future estimates have been increased for inflation. COLA is assumed at 3% for FY2020-FY2021. Below is a summary of the major expense categories and the underlying assumptions.

#### ***Salaries and Benefits***

Salaries for teachers are based on historical data. Salaries will increase at the same rate as inflation, 3%. CCLC will offer health benefits for all full-time staff members. The average expected cost of health benefits is \$7,500 per employee in 2020-2021 and grows at 7% each year. The school plans to participate in STRS with the state recommended increases included for all years. All classified employees will participate in Social Security and Medicare. The school will not participate in PERS. See attached spreadsheet.

***Books & Supplies***

CCLC is budgeting \$6,601 for Books and Supplies for its first year of operation in 2020-2021. The school has a significant amount of materials and books from prior years. This amount reflects replacement value and additional supplemental materials needed. These figures increase at 3% per year. Major expenses are summarized below:

Costs for utilities, janitorial services and repairs have been projected based on current year and historical actuals.

CCLC will pay 1% of general-purpose revenues for oversight to the authorizer.

CCLC will use a back-office service provider to support financial and operational needs of the school. Services include accounts payable, accounting, budgeting and finance, payroll, student data management and assessment analysis. The estimated cost for these services is \$45,000.

## Caspar Creek

	Revenue	2020-21	2021-22	2022-23
8011	State Aid	\$ -	\$ -	\$ -
8012	EPA	\$ 9,500	\$ 9,500	\$ 9,500
8096	In-Lieu of Property Taxes	\$ 409,843	\$ 409,805	\$ 409,805
	<b>LCFF Total</b>	<b>\$ 419,343</b>	<b>\$ 419,305</b>	<b>\$ 419,305</b>

8550	Mandate Block Grant	\$ -	\$ 801	\$ 801
8560	Lottery	\$ 9,833	\$ 9,833	\$ 9,833
	<b>Other State Total</b>	<b>\$ 9,833</b>	<b>\$ 10,633</b>	<b>\$ 10,633</b>

	<b>Total Revenue</b>	<b>\$ 429,176</b>	<b>\$ 429,938</b>	<b>\$ 429,938</b>
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	Expense			
1100	Teacher Salaries	\$ 100,943	\$ 100,943	\$ 100,943
1148	SPED Teacher	\$ 12,500	\$ 12,500	\$ 12,500
	<b>Total Certificated</b>	<b>\$ 113,443</b>	<b>\$ 113,443</b>	<b>\$ 113,443</b>

2100	Instructional Aides	\$ 42,829	\$ 42,829	\$ 42,829
2300	Admin	\$ 32,615	\$ 32,615	\$ 32,615
	<b>Total Classified</b>	<b>\$ 75,444</b>	<b>\$ 75,444</b>	<b>\$ 75,444</b>

3100	STRS	\$ 18,321	\$ 18,174	\$ 20,533
3300	OASDI/Medicare	\$ 7,416	\$ 7,416	\$ 7,416
3400	Health Insurance	\$ 22,500	\$ 23,850	\$ 25,281
3500	Unemployment	\$ 2,029	\$ 2,029	\$ 2,029
3600	Workers Comp	\$ 2,361	\$ 2,361	\$ 2,361
	<b>Total Benefits</b>	<b>\$ 52,628</b>	<b>\$ 53,830</b>	<b>\$ 57,621</b>

4100	Textbooks and Curriculum	\$ 1,000	\$ 1,000	\$ 1,000
4300	Materials and Supplies	\$ 5,000	\$ 5,000	\$ 5,000
4400	Non Cap Equipmnet	\$ 500	\$ 500	\$ 500
4700	Food	\$ 500	\$ 500	\$ 500
	<b>Total Books and Supplies</b>	<b>\$ 7,000</b>	<b>\$ 7,000</b>	<b>\$ 7,000</b>

5400	Insurance	\$ 15,000	\$ 15,000	\$ 15,000
5500	Utilities	\$ 8,950	\$ 8,950	\$ 8,950
5600	Rent/Repairs	\$ 22,600	\$ 22,600	\$ 22,600
5800	Other Service/Operating	\$ 87,413	\$ 87,413	\$ 87,413
5900	Comunications	\$ 2,300	\$ 2,300	\$ 2,300
	<b>Total Services and Operating</b>	<b>\$ 136,263</b>	<b>\$ 136,263</b>	<b>\$ 136,263</b>

	<b>Total Expenses</b>	<b>\$ 384,778</b>	<b>\$ 385,981</b>	<b>\$ 389,771</b>
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	<b>Operating Income</b>	<b>44,397</b>	<b>43,958</b>	<b>40,167</b>
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	July	August	September	October	November	December	January	February	March	April	May	June	AP/AR	Total
<b>Beginning Balance</b>	\$ -	\$ -	\$ -	\$ 5,264	\$ 4,512	\$ 3,759	\$ 8,007	\$ 5,532	\$ 4,780	\$ 7,799	\$ 11,307	\$ 12,440		
<b>Revenue</b>														
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 188,528	\$ -	\$ 73,772	\$ 36,886	\$ 36,886	\$ 36,886	\$ 36,886	\$ 409,843
EPA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,750	\$ -	\$ -	\$ 2,375	\$ -	\$ -	\$ 2,375	\$ 9,500
Lottery	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,833	\$ 9,833
<b>Total Revenue</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 193,278	\$ -	\$ 73,772	\$ 39,261	\$ 36,886	\$ 36,886	\$ 49,093	\$ 429,176
<b>Expenses</b>														
Certificated Salaries	\$ -	\$ -	\$ 11,344	\$ 11,344	\$ 11,344	\$ 11,344	\$ 11,344	\$ 11,344	\$ 11,344	\$ 11,344	\$ 11,344	\$ 11,344	0	\$ 113,443
Classified Salaries	\$ -	\$ -	\$ 7,544	\$ 7,544	\$ 7,544	\$ 7,544	\$ 7,544	\$ 7,544	\$ 7,544	\$ 7,544	\$ 7,544	\$ 7,544	0	\$ 75,444
Benefits	\$ -	\$ -	\$ 7,894	\$ 5,263	\$ 5,263	\$ 5,263	\$ 5,263	\$ 5,263	\$ 5,263	\$ 5,263	\$ 5,263	\$ 2,631	0	\$ 52,628
Books and Supplies	\$ -	\$ -	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	0	\$ 7,000
Services and Operating	\$ -	\$ -	\$ 27,253	\$ 10,901	\$ 10,901	\$ 10,901	\$ 10,901	\$ 10,901	\$ 10,901	\$ 10,901	\$ 10,901	\$ 10,901	\$ 10,901	\$ 136,263
<b>Total Expenses</b>	\$ -	\$ -	\$ 54,736	\$ 35,753	\$ 35,753	\$ 35,753	\$ 35,753	\$ 35,753	\$ 35,753	\$ 35,753	\$ 35,753	\$ 33,121	\$ 10,901	\$ 384,778
Loans/Loan Repayments			\$ 60,000	\$ 35,000	\$ 35,000	\$ 40,000	\$ (160,000)	\$ 35,000	\$ (35,000)			\$ (10,000)		\$ -
<b>Ending Cash Balance</b>	\$ -	\$ -	\$ 5,264	\$ 4,512	\$ 3,759	\$ 8,007	\$ 5,532	\$ 4,780	\$ 7,799	\$ 11,307	\$ 12,440	\$ 6,205		

## Cash Flow

Cash Flow Loans

10%

	Amount	Repay	Interest
July			
August			
September	60000	Jan	2000
October	35000	Jan	875
November	35000	Jan	583.33333
December	40000	Jan	333.33333
January			
February	35000	March	291.66667
March			
April			
May			
June			
Total			\$ 4,083.33



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**CASPAR CREEK**  
**LEARNING COMMUNITY**

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# **Personnel Manual**

## **2020-2021**

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## ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE LEAD TEACHER.

EMPLOYEE NAME: \_\_\_\_\_

I ACKNOWLEDGE that I have received a copy of the Employee Handbook. I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook. I also understand that if I am ever unclear on any language, or policies and procedures in this Handbook, it is my responsibility to seek clarification from Caspar Creek Learning Community, Inc. ("CCLC, Inc.").

I understand that the statements contained in the Handbook are guidelines for employees concerning some of CCLC, Inc.'s policies and benefits, and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with CCLC, Inc. In the event I do have an employment contract which expressly alters the at-will relationship, I agree to the foregoing except with reference to an at-will employment status.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by CCLC, Inc.

I understand that other than the Board of CCLC, Inc., no person has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Board has the authority to make any such agreement and then only in writing signed by the Board President.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please sign/date, tear out, and return to CCLC, Inc.,  
and retain this Handbook for your reference.**

# INTRODUCTION TO HANDBOOK

This Handbook is designed to help employees get acquainted with Caspar Creek Learning Community, Inc. (hereinafter referred to as “CCLC, Inc.”). It explains some of our philosophies and beliefs, and describes some of our employment guidelines in general terms. Although this Handbook is not intended to be an exclusive or comprehensive policies and procedures manual, we hope that it will serve as a useful reference document for employees throughout their employment with CCLC, Inc. Employees should understand, however, that this Handbook is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of CCLC, Inc. or its employees. In no way does the Handbook replace any official plan documents (e.g., health insurance, retirement plan, etc.) or insurance contracts, which will govern in all cases. This Handbook supersedes and replaces all previous personnel policies, practices, and guidelines.

Due to the fact that CCLC, Inc. is a growing and changing organization, it reserves full discretion to add to, modify, or delete provisions of this Handbook, or the policies and procedures on which they may be based, at any time without advance notice. CCLC, Inc. also reserves the right to interpret any of the provisions set forth in this Handbook in any manner it deems appropriate.

No individual other than the Board of Directors has the authority to enter into any employment or other agreement that modifies CCLC, Inc. policy. Any such modification *must* be in writing.

This Handbook is the property of CCLC, Inc., and it is intended for personal use and reference by employees of CCLC, Inc. Circulation of this Handbook outside of CCLC, Inc. requires the prior written approval of the Lead Teacher.

Employees must sign the acknowledgment form at the beginning of this Handbook, tear it out, and return it to the Lead Teacher. This will provide CCLC, Inc. with a record that each employee has received this Handbook.

# CONDITIONS OF EMPLOYMENT

## Equal Employment Opportunity Is Our Policy

CCLC, Inc. is an equal opportunity employer. It is the policy of CCLC, Inc. to afford equal employment and advancement opportunity to all qualified individuals without regard to:

- Race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists);
- Color;
- Gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned);
- Sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Religious creed (including religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- National origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law);
- Physical or mental disability (including HIV and AIDS);
- Medical condition (including cancer and genetic characteristics);
- Taking of a leave of absence pursuant to the Family Medical Leave Act ("FMLA"), Pregnancy Disability Leave ("PDL") law, Americans with Disabilities Act ("ADA"), California Family Rights Act ("CFRA"), the Fair Employment and Housing Act ("FEHA") or laws related to domestic violence, sexual assault and stalking;
- Genetic information;
- Sexual orientation;
- Military and veteran status; or
- Any other consideration made unlawful by federal, state, or local laws.

This policy extends to all job applicants and employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, discipline, termination, compensation and benefits of existing employees.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, CCLC, Inc. will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the Lead Teacher with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job, or if unknown, what job duties the disability impairs. CCLC, Inc. will then conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform the job. CCLC, Inc. will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, CCLC, Inc. will make the accommodation.

## **Employment At-Will**

Except if stated expressly otherwise by employment contract, it is the policy of CCLC, Inc. that all employees are considered “at-will” employees of CCLC, Inc. Accordingly, either CCLC, Inc. or the employee can terminate this relationship at any time, for any reason, with or without cause, and with or without advance notice.

Nothing contained in this Handbook, employment applications, CCLC, Inc. memoranda or other materials provided to employees in connection with their employment shall require CCLC, Inc. to have “cause” to terminate an employee or otherwise restrict CCLC, Inc.’s right to release an employee from their at-will employment with CCLC, Inc. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict CCLC, Inc.’s right to terminate at-will. No CCLC, Inc. representative, other than the Board of Directors or its designee, is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with CCLC, Inc. that are not consistent with CCLC, Inc.’s policy regarding “at-will” employment.

This policy shall not be modified by any statements contained in this Handbook or employee applications, CCLC, Inc. memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any employment practices shall create an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

## **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

CCLC, Inc. will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both that imprisonment and fine.

All employees required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of that employee’s employment.

By acknowledging receipt of this Handbook, employees acknowledge they are child care

custodians and are certifying that they have knowledge of California Penal Code section 11166 and will comply with its provisions.

### **Criminal Background Checks**

As required by law, all individuals working or volunteering at CCLC, Inc. will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise CCLC, Inc.'s commitment to the safety and the well-being of students taking precedence over all other considerations. Conditions that preclude working at CCLC, Inc. include conviction of a controlled substance or sex offense, or a serious or violent felony. Additionally, should an employee, during his/her employment with CCLC, Inc., be charged or convicted of any offense, the employee must immediately report the charge or conviction to the Lead Teacher.

### **Tuberculosis Testing**

All employees of CCLC, Inc. must submit written proof from a physician of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days. If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for TB consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial employment with CCLC, Inc. and the cost of the exam will be borne by the applicant.

Food handlers may be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept on file in the office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing student services to CCLC, Inc. will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with CCLC, Inc. students.

### **Immigration Compliance**

CCLC, Inc. will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States. However, CCLC, Inc. will not check the employment authorization status of current employees or applicants who were not offered positions with CCLC, Inc. unless required to do so by law.

CCLC, Inc. shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (*e.g.*, threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law. Further, CCLC, Inc. shall not discriminate against any individual because he or she holds or

presents a driver's license issued per Vehicle Code § 12801.9 to persons who have not established their federally-authorized presence in the United States. Finally, in compliance with the Immigrant Worker Protection Act, CCLC, Inc. shall not allow a federal immigration enforcement agent to enter any nonpublic areas of CCLC, Inc. without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant.

### **Professional Boundaries: Staff/Student Interaction Policy**

CCLC, Inc. recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning conducive environment possible.

#### Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of CCLC, Inc. personnel:

#### A. Examples of PERMITTED actions (NOT corporal punishment)

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a student;
4. Forcing a pupil to give up a weapon or dangerous object;
5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

#### B. Examples of PROHIBITED actions (corporal punishment)

1. Hitting, shoving, pushing, or physically restraining a student as a means of control;
2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
3. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

#### Acceptable and Unacceptable Staff/Student Behavior



This policy is intended to guide all CCLC, Inc. faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

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

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

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

#### Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a CCLC, Inc. administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

#### Examples of Specific Behaviors

The following examples are not an exhaustive list:

#### Unacceptable Staff/Student Behaviors (Violations of this Policy)

- (a) Giving gifts to an individual student that are of a personal and intimate nature.
- (b) Kissing of any kind.
- (c) Any type of unnecessary physical contact with a student in a private situation.
- (d) Intentionally being alone with a student away from the school.

- (e) Making or participating in sexually inappropriate comments.
- (f) Sexual jokes.
- (g) Seeking emotional involvement with a student for your benefit.
- (h) Listening to or telling stories that are sexually oriented.
- (i) Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
- (j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.
- (k) Using terms of endearment instead of a student's name, (e.g. Honey, Sweetheart, Baby).

#### Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

**(These behaviors should only be exercised when a staff member has parent and supervisor permission.)**

- (a) Giving students a ride to/from school or school activities.
- (b) Being alone in a room with a student at school with the door closed.
- (c) Allowing students in your home.
- (d) Meeting with a student or their family at their home or the home of the staff person.

#### Cautionary Staff/Student Behaviors

**(These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence)**

- (a) Remarks about the physical attributes or development of anyone.
- (b) Excessive attention toward a particular student.
- (c) Sending emails, text messages or letters to students if the content is not about school activities

#### Acceptable and Recommended Staff/Student Behaviors

- (a) Getting parents' written consent for any after-school activity.
- (b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- (c) Emails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to School technology).
- (d) Keeping the door open when alone with a student.
- (e) Keeping reasonable space between you and your students.
- (f) Stopping and correcting students if they cross your own personal boundaries.
- (g) Keeping parents informed when a significant issue develops about a student.
- (h) Keeping after-class discussions with a student professional and brief.
- (i) Asking for advice from fellow staff or administrators if you find yourself in a

- difficult situation related to boundaries.
- (j) Involving your supervisor if conflict arises with the student.
  - (k) Informing the Lead Teacher about situations that have the potential to become more severe.
  - (l) Making detailed notes about an incident that could evolve into a more serious situation later.
  - (m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
  - (n) Asking another staff member to be present if you will be alone with any type of special needs student.
  - (o) Asking another staff member to be present when you must be alone with a student after regular school hours.
  - (p) Giving students praise and recognition without touching them.
  - (q) Pats on the back, high fives and handshakes are acceptable.
  - (r) Keeping your professional conduct a high priority.
  - (s) Asking yourself if your actions are worth your job and career.

### **Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation**

CCLC, Inc. is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. CCLC, Inc.'s policy prohibits unlawful harassment, discrimination, and retaliation based upon: race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists); color; gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned); sex (including pregnancy, childbirth, breastfeeding, and related medical conditions); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

Employees, volunteers, unpaid interns, individuals in apprenticeship programs, and independent contractors shall not be harassed, or discriminated or retaliated against, based upon the characteristics noted above.

CCLC, Inc. does not condone and will not tolerate unlawful harassment, discrimination, or retaliation on the part of any employee (including supervisors and managers) or third party (including independent contractors or other person with which CCLC, Inc. does business). Supervisors and managers are to report any complaints of unlawful harassment to the Lead Teacher or designee.

When CCLC, Inc. receives allegations of unlawful harassment, discrimination, or retaliation, the Board (if a complaint is about the Lead Teacher) or the Lead Teacher or designee will conduct a fair, timely and thorough investigation that provides all parties an appropriate process and reaches reasonable conclusions based on the evidence collected. The investigation will be

handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. CCLC, Inc. is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

### **Prohibited Unlawful Harassment**

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

### **Prohibited Unlawful Sexual Harassment**

CCLC, Inc. is committed to providing a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; and/or (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

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

All supervisors of staff will receive two (2) hours of sexual harassment prevention training within six (6) months of hire or their assumption of a supervisory position and every two (2) years thereafter. All other employees will receive one (1) hour of sexual harassment prevention training within six (6) months of hire and every two (2) years thereafter. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. Other staff will receive sexual harassment prevention training as required by law.

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory

responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Lead Teacher. See **Appendix A** for the “Harassment/Discrimination/Retaliation Complaint Form.” See **Appendix B** for the general “Internal Complaint Form.”

Sexual harassment may include, but is not limited to:

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

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a

professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate CCLC, Inc. policy.

### **Whistleblower Policy**

CCLC, Inc. requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within CCLC, Inc. As representatives of CCLC, Inc., such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that CCLC, Inc. has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of CCLC, Inc. to raise serious concerns about the occurrence of illegal or unethical actions within CCLC, Inc. before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of CCLC, Inc. have a responsibility to report any action or suspected action taken within CCLC, Inc. that is illegal, unethical or violates any adopted policy of CCLC, Inc., or local rule or regulation. Anyone reporting a violation must act in good faith, without malice to CCLC, Inc. or any individual at CCLC, Inc. and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action. Further, no one who in good faith discloses, who may disclose, or who CCLC, Inc. believes disclosed or may disclose, information regarding alleged violations to a person with authority over the employee or another employee who had responsibility for investigating, discovering or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.

### **Drug and Alcohol Free Workplace**

CCLC, Inc. is committed to providing a drug and alcohol free workplace and to promoting safety in the workplace, employee health and well-being, stakeholder confidence and a work environment that is conducive to attaining high work standards. The use of drugs and alcohol by employees, whether on or off the job, jeopardizes these goals, since it adversely affects health and safety, security, productivity, and public confidence and trust. Drug or alcohol use in the workplace or during the performance of job duties is extremely harmful to employees and to other CCLC, Inc. stakeholders.

The bringing to the workplace, possession or use of intoxicating beverages or drugs on any school premises or during the performance of work duties is prohibited and will result in disciplinary action up to and including termination.

Employees are prohibited from being on campus or at a school event, even “after hours,” and even if no one else is present on campus, if they have had any amount of alcoholic beverages or intoxicating substances. Violation of this policy may result in disciplinary procedures up to and

including termination.

### **Confidential Information**

All information relating to students, personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment. Staff must be aware of their voices, and any discussions about students must take place in an appropriate location. No student records may be visible to other students, parents or non-confidential staff. Teachers who violate this policy may be reprimanded or terminated.

### **Conflict of Interest**

All employees must avoid situations involving actual or potential conflict of interest. An employee involved in any relationships or situations which may constitute a conflict of interest should immediately and fully disclose the relevant circumstances to the Lead Teacher, or the Board of Directors, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, CCLC, Inc. may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

### **No Smoking**

All CCLC, Inc. facilities are no smoking facilities. No employee, volunteer, parent, visitor or student shall be permitted to smoke on the school grounds or on any school related activity.

## **THE WORKPLACE**

### **Work Schedule**

Business hours are normally 8:00 a.m. – 5:00 p.m. Monday through Friday. The regular workday schedule for nonexempt employees is eight (8) hours; the regular workweek schedule is forty (40) hours. Exempt and nonexempt employees are generally expected to be present during business hours and to commit whatever additional time is necessary to satisfactorily complete all job requirements.

Exempt employees may choose work hours of either 8:00 a.m. until 4:00 p.m. or 8:30 a.m. until 4:30 p.m. if they take a “working lunch”. If an exempt employee chooses to take a lunch break free from work, he/she should work 8:00 a.m. to 4:30 p.m. with a thirty (30) minute lunch break. Each campus must have at least two (2) employees reporting at 8:00 a.m. consistently, each day. Exempt employee hours assume that the exempt employee does not leave school for a meal period. If the exempt employee takes an off-campus meal period, they must make up that time on the day that the off-campus meal period is taken in order to fulfill their forty (40) hour a week minimum requirement.

Employees should never be alone on any campus at any time of day. Employees must have advance approval from the Lead Teacher to be on campus after hours (earlier or later plus or minus one (1) hour before or after normal business hours) and permission will only be granted for purposes of completing work which cannot otherwise be completed during the normal workday. Employees should not be on campus during days they are not scheduled to work or days outside their work calendar.

Exempt employee work calendars are as follows:

- Ten (10)-month exempt employees are expected to work ten (10) months full-time for forty (40) hours per week. The ten (10)-month calendar for these positions include one hundred ninety (190) work days. The Site Administrator position is two hundred five (205) workdays.
- Eleven (11)-month exempt employees are expected to work eleven (11) months full-time for forty (40) hours per week, on the twelve (12)-month administrative work calendar. Since this position is an eleven (11)-month position for two hundred twenty (220) workdays, but with important duties that must be completed over the summer, the extra four (4) work weeks off will be taken periodically throughout the year. Weeks off must be taken in one (1) week increments between July 1 and August 15 or between October 1 and June 30. Two (2) weeks may be taken back to back if scheduled for the month of July, or if one (1) of the weeks overlaps with spring break. A maximum of two (2) weeks may be taken off in a single summer (June 15 through August 15). No weeks off may be taken August 15 through September 30.
- Twelve (12)-month exempt employees are expected to work twelve (12) months full-time for forty (40) hours per week. The twelve (12)-month administrative work calendar for these positions include two hundred forty-one (241) work days.

### **Meal and Rest Periods**

Nonexempt employees working at least five (5) hours are provided with a thirty (30) minute meal period, to be taken approximately in the middle of the workday but by no later than the end of the 5th hour of work. Nonexempt employees are requested to take an hour long lunch break if they are on campus from 8:00 a.m. until 5:00 p.m. An employee may waive this meal period if the day's work will be completed in no more than six (6) hours, provided the employee and CCLC, Inc. mutually consent to the waiver in writing. This waiver may be denied or rescinded for any reason at any time. Specifically, the campus must have at least two (2) employees on site by 8:00 a.m. consistently. If there are not two (2) exempt employees available to open the campus every day at 8:00 a.m., a nonexempt employee may have to be present at this time.

Nonexempt employees are also provided with a ten (10) minute rest period for every four (4) hours worked which should be scheduled towards the middle of the four (4) hour work period as practicable. Employees are prohibited from combining meal and rest period time. An employee's supervisor must be aware of and approve scheduled meal and rest periods. Employees must immediately inform their supervisor if they are prevented from taking their meal and/or rest periods.

Employees are expected to observe assigned working hours and the time allowed for meal and rest periods.



If a nonexempt employee does not receive their meal or rest periods, the employee must immediately notify the Lead teacher. If possible, employees should provide written notice of any such concern.

### **Lactation Accommodation**

CCLC, Inc. accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the nonexempt employee shall be unpaid.

CCLC, Inc. will make reasonable efforts to provide employees who need a lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Such room/location shall not be a bathroom. Employees with private offices will be required to use their offices to express breast milk. Employees who desire lactation accommodations should contact their supervisor to request accommodations.

### **Attendance and Tardiness**

All employees, whether exempt or nonexempt, are expected to arrive at work consistently and on time. Absenteeism and tardiness negatively affects CCLC, Inc.'s ability to implement its educational program and disrupts consistency in students' learning.

If it is necessary to be absent or late, employees are expected to text or email their direct supervisor and the Director of Human Resources as soon as possible but no later than one-half (½) hour before the start of the workday. If an employee is absent from work longer than one (1) day, he or she is expected to keep the Director of Human Resources sufficiently informed of the situation. Upon returning to work, an employee is expected to submit a Time Off or Sick Day form to the Director of Human Resources.

As noted in the section of this Handbook concerning prohibited conduct, excessive or unexcused absences or tardiness may result in disciplinary action up to and including release from at-will employment with CCLC, Inc. Absence for more than three (3) consecutive days without notifying the Director of Human Resources will be considered a voluntary resignation from employment.

CCLC, Inc. recognizes that life happens and staff may need to schedule appointments for themselves and family members during work hours. CCLC, Inc. requests that employees whose job duties include the supervision of students schedule these appointments after 3:00 p.m. whenever possible in order to avoid disruption of the educational program for our students and the operations of the School. A Request for Time Off form must be completed and submitted to the Director of Human Resources and the employee's direct supervisor in advance of the appointment. Such time off will not be regarded as vacation or sick time for exempt employees provided that the requested time off occurs after 3:00 p.m. and is not excessive. If requested time off falls outside of these parameters or is considered excessive, the requested time off may be applied toward allotted paid time off for exempt employees. Any exempt employees who must leave campus for personal obligations are still responsible for completing their assigned duties.

## **Time Cards/Records**

By law, CCLC, Inc. is obligated to keep accurate records of the time worked by nonexempt employees. Such employees are required to utilize CCLC, Inc.'s time card system.

Nonexempt employees must accurately clock in and out of their shifts as this is the only way the payroll department knows how many hours each employee has worked and how much each employee is owed. The time card indicates when the employee arrived and when the employee departed. All nonexempt employees must clock in and out for arrival and departure, along with lunch and for absences like doctor or dentist appointments. All employees are required to keep the office advised of their departures from and returns to CCLC, Inc. premises during the workday.

Exempt employees may also be required to utilize the time card system. Tracking of exempt employees' time shall not be utilized by CCLC, Inc. to determine how much each exempt employee is owed in compensation. Rather, such tracking of exempt employees' time shall be utilized in evaluating performance of exempt employees, as well as fulfillment of independent study program requirements.

Nonexempt employees are solely responsible for ensuring accurate information on their timecards and remembering to record time worked. If an employee forgets to mark their time card or makes an error on the timecard, the employee must contact the Director of Human Resources to make the correction and such correction must be initialed by both the employee and the Director of Human Resources.

Nonexempt employees are prohibited from performing off-the-clock work, including but not limited to checking emails before/after work hours, performing work in the morning before logging in, and running School errands after logging out. Nonexempt employees are never required to respond to student inquiries after business hours or on a weekend.

No one may record hours worked on another's worksheet. Any employee who violates any aspect of this policy may be subject to disciplinary action, up to and including release from at-will employment with CCLC, Inc.

## **Use of Email, Voicemail, Devices, and Internet Access**

CCLC, Inc. will permit employees to use its email, voicemail systems and Internet access subject to the following:

1. Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols. Employees have no expectation of privacy in their use of CCLC, Inc.'s electronic media systems.
2. **The Email system and Internet access is not to be used in any way that may be disruptive, offensive to others, or harmful to morale.** For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment

or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted.

3. Employee use of CCLC, Inc. equipment and email may be subject to disclosure pursuant to the California Public Records Act.
4. Employees shall not attempt to gain access to another employee's personal file of email or voicemail messages without the latter's express permission.
5. CCLC, Inc. staff will not enter an employee's personal email files or voicemail unless there is a business need to do so. CCLC, Inc. retains a copy of all passwords; passwords unknown to CCLC, Inc. may not be used. System security features, including passwords and delete functions, do not neutralize CCLC, Inc.'s ability to access any message at any time. Employees must be aware that the possibility of such access always exists.
6. Employees must have an identifying professional signature line when using email from a CCLC, Inc. account. Employees must include their official title, Caspar Creek, their phone number(s), fax number if applicable, the school website link and the confidentiality statement. A professional signature must be added to any device from which an employee sends emails, such as cell phones and tablets.
7. Communications with students and parents via email is to occur only through the Caspar Creek official email. Staff shall not use their personal email to conduct Caspar Creek business.
8. If any employee abuses the privilege to have a computer, they will lose their privilege to use a computer and may be jeopardizing further employment. These computers are the property of Caspar Creek and only Caspar Creek staff members may use them. Family members may not use the computers or the internet access provided to Caspar Creek employees. If a computer is lost or damaged as a result of misuse, Caspar Creek will not replace the employee's computer.
9. Employees should not use personal devices or email accounts for School-related communications. Such communications should only take place using School-issued devices and via the employee's email account. Use of personal devices or email accounts for School-related communications may be subject to disclosure under the Public Records Act.

### **Personal Business**

CCLC, Inc.'s facilities for handling mail and telephone calls are designed to accommodate CCLC, Inc. business. Employees should have personal mail directed to their home address and limit personal telephone calls to an absolute minimum. Personal calls should not be made outside the immediate dialing area. Do not use CCLC, Inc. material, time or equipment for personal projects.

### **Personal Conduct**

Employees of Caspar Creek Learning Community, Inc. are expected to show professionalism and high standards of behavior in the workplace.

All employees must:

1. Uphold the mission, values, and policies of Caspar Creek.
2. Be collaborative and open for communication with colleagues.
3. Treat staff and students kindly, respectfully, fairly, and with impartiality.
4. Never disparage or publicly display aggravation towards or students, parents, or colleagues. This includes in staff rooms.
5. Always be respect professional boundaries in discussions with students, parents, or colleagues.
6. Keep information about colleagues and students confidential.

### **Communication and Media Contact**

All forms, memos, flyers and letters intended for general distribution to either students, parents, or the public must be approved by the Lead Teacher prior to distribution.

All communications with students and parents via email is to occur only through the Caspar Creek official email. Staff shall not use their personal email to conduct Caspar Creek business.

Employees are asked to direct any media questions or concerns to the Lead Teacher. Do not submit to interviews, questioning, or hold media events, etc. without the prior approval of the Lead Teacher.

### **Authorizing District, County Offices of Education, and Attorney Contact**

All communication from authorizing Districts, County Offices of Education and attorneys or advocates must be brought to the attention of the Lead Teacher or Board President immediately. Do not respond to correspondence from such parties unless authorized to do so.

### **Social Media**

In light of the explosive growth and popularity of social media technology in today's society, CCLC, Inc. has developed the following policy to establish rules and guidelines regarding the appropriate use of social media by employees.

If an employee decides to post information on the Internet (i.e., personal blog, Facebook, Instagram, Twitter, etc.) that discusses any aspect of his/her workplace activities, the following restrictions apply:

- CCLC, Inc. equipment, including CCLC, Inc. computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be strictly followed;
- Employees must make clear that the views expressed in their blogs are their own and not those of CCLC, Inc.;
- Employees may not use CCLC, Inc.'s logos, trademarks and/or copyrighted material and are not authorized to speak on CCLC, Inc.'s behalf;

- Employees are not authorized to publish any confidential or proprietary information maintained by CCLC, Inc.;
- Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing CCLC, Inc., the employee's supervisors, co-workers and competitors;
- Employees must comply with all CCLC, Inc. policies, including, but not limited to, rules against unlawful harassment and retaliation;
- Employees are prohibited from inviting students to join social networks unless they (a) are school related, and (b) approved in advance by an administrator.

CCLC, Inc. reserves the right to take disciplinary action against any employee whose social media postings violate this or other CCLC, Inc. policies.

### **Solicitations, Distributions and Access**

In order to maintain and promote efficient operations, discipline and security, CCLC, Inc. maintains rules applicable to all employees that govern solicitation, distribution of written material and entry onto the premises and work areas. All employees are expected to comply with these rules, which will be strictly enforced. Any employee who is in doubt concerning the application of these rules should consult with his or her supervisor immediately. These rules are:

- No employee shall sell merchandise or solicit or promote support for any cause or organization during his or her working time or during the working time of the employee(s) at whom such activity is directed. As used in these rules, working time excludes meal and break periods.
- No employee shall distribute or circulate any written or printed material, other than those approved by management for business purposes which will be limited to matters of public concern, during his or her working time or during the working time of the employee(s) at whom such activity is directed.
- No employee shall enter or remain in CCLC, Inc. work areas for any purpose except to report for, be present during, and to conclude a work period. Work area does not include CCLC, Inc. parking lots, gates or other similar outside areas unless an employee is assigned to work in such areas.
- Employees may not permit non-employee visitors to enter any CCLC, Inc. facility without obtaining approval. Such non-employee visitors must sign in at the front office before entering CCLC, Inc. property.

### **Personal Appearance/Standards of Dress**

CCLC, Inc. employees serve as role models to the students. All employees should therefore maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming.

Employees are encouraged to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process. Staff shall not wear torn or disheveled clothing. Staff must not wear

provocative or revealing attire. Staff must wear appropriate and safe footwear while on campus. Flip flops do not constitute professional and appropriate footwear.

Attire should not appear revealing, suggestive, or disheveled.

### **Employee Children at Work Policy**

The presence of an employee's child in the workplace during the employee's work hours is inappropriate and is to be avoided except in emergency situations. If the employee's children are students at Caspar Creek, they cannot be under the employee's direct supervision during work hours. Consideration will not be given to allow a child with an illness to come to work with the employee. This policy is established to avoid disruptions in job duties of the employee and co-workers, reduce liability, and help maintain the organization's professional and educational work environment. If bringing a child to work is unavoidable, you must contact your direct supervisor and the Director of Human Resources or Lead Teacher as soon as possible to discuss the situation and the best course of action. Each individual circumstance must be approved in advance and if approved a child should not be in the employee's room while the employee is working.

Below are some of the reasons for this policy. We appreciate your understanding of and adherence to this new policy.

1. School employees are responsible for the students in their custody and control. The presence of an employee's child diminishes the staff member's ability to prioritize the safety and care of students.
2. Charter schools accept public funds for the purpose of educating students. Funding is not intended for the care of non-students and activities outside of the school's educational mission.
3. The school is potentially liable for any injuries that occur on its campus. Student accident insurance covers student injuries, but it would not cover non-students.
4. If a parent becomes ill or injures his/herself in the workplace, the employee's child could be left unattended.
5. Non-student children can be a distraction to other staff members.

### **Health and Safety Policy**

CCLC, Inc. is committed to providing and maintaining a healthy and safe work environment for all employees.

Employees are required to know and comply with CCLC, Inc.'s General Safety Rules and to follow safe and healthy work practices at all times. Employees are required to report immediately to the Lead Teacher any potential health or safety hazards, and all injuries or accidents.

In compliance with Proposition 65, CCLC, Inc. will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

### **Food Service Policies and Procedures**

In order to maintain the health and safety of all students, staff, and members of the public, Caspar Creek has established policies and procedures regarding the proper storage, handling, preparation, and distribution of food items. Additional procedures have been adopted to ensure and document compliance with legal requirements for providing meals to students.

#### Legal Requirement to Provide Meals to Needy Pupils

California Assembly Bill 1871 established requirements for charter schools to provide meals to needy students. Education Code now requires Caspar Creek to provide a meal to each student who qualifies for free or reduced price meals who is scheduled to attend two or more hours of site based educational activities on any given school day.

Caspar Creek staff shall maintain various records and logs to ensure compliance with this requirement:

- Daily attendance rosters for all site based activities (including but not limited to program time and field trips)
- Daily count of meals “in stock” to prove sufficient quantities were available for all eligible students
- Names of students who actually take meals each day

#### General Safety & Hygiene

Whenever serving food or beverages of any kind, the following requirements apply:

- Check the expiration date of all items. Only serve items which have not expired.
- Clean and disinfect all surfaces which will be used to prepare, serve, or consume food. Cleaning must be done immediately prior to their being used for this purpose. Let the surfaces air dry. Do not dry with towels (towels can re-contaminate the surfaces). This requirement also applies to tables on which pre-packaged foods/beverages will be arranged, and tables at which people will eat.
- Wash your hands thoroughly with soap and hot water immediately prior to handling any/all food products. This includes pre-packaged foods and bottled water. Using hand sanitizer does not count as washing your hands.

#### Selecting Food Products

Individuals selecting food items for school purchase should always place priority on pre-packaged individual servings. If this is not possible, choose items which require the least amount of cleaning and preparation. Some examples of good selections are:

- Nuts or dried fruits packaged into small servings, such as mini boxes of raisins or pouches of almonds
- Granola bars
- Bananas
- Oranges
- Pre-washed pre-packaged fruits and vegetables, such as a vegetable platter or large bag of

ready-to-eat baby carrots

## Managing Food Products

Most of the food provided by Caspar Creek will be shelf stable at room temperature and pre-packaged into individual servings, but some hot or cold items may be served. All items need to be stored, prepared, and served under safe and sanitary conditions.

- Food Storage Sanitation: Ensure all containers used to store food and beverages are clean. If you notice a spill in the refrigerator, clean and disinfect it immediately. Refrigerators will be routinely cleaned and disinfected by custodial personnel, but individual staff members are responsible for cleaning up any spills they create or discover.
- Cold Items: Items such as milk should be kept in the refrigerator at all times except when being immediately served. Do not allow cold items to be out of the refrigerator for more than one hour. Do not store items tightly packed in the refrigerator. Allow space for air to circulate around items as much as possible.
- Hot Items: If hot items are served, such as for a catered meeting, do not allow hot items to be kept at room temperature for more than one hour. Refrigerate any leftover hot foods immediately.

## Preparing & Serving

In order to avoid contaminating consumables, specific requirements must be enforced when preparing and/or serving foods and beverages not pre-packaged into individual servings. Follow these rules:

- Remove accessories such as watches and jewelry.
- Wear an apron.
- Contain hair with a hairnet.
- Immediately prior to handling, preparing, or serving food, use hot soapy water to wash your hands and arms up to the elbow. Hands should be washed after removing accessories and putting on an apron/hairnet. After rinsing and drying your hands/arms, put on single use disposable gloves.
- After putting on gloves, do not touch anything except the food items and utensils needed to prepare and serve the items. If you touch something else (such as a doorknob, light switch, or your body/face) with your gloved hands, throw the gloves away and put on a new pair of gloves.
- Change your gloves any time you switch the type of food you are handling. For example, if you finish handling meat products, change your gloves before you switch to handling vegetables.
- Do not eat or drink anything while you are preparing/serving.
- When serving, always use utensils. Individuals receiving non-packaged foods should not be allowed to take them with their bare hands. For example, students/families attending a school barbecue should not be allowed to take a handful of chips from a large serving bowl. At minimum, a utensil for serving the chips should be provided. The best choice is for a staff member wearing gloves to use the utensil to serve the chips to individuals.
- Keep all non-packaged foods covered when not immediately being served.
- Require individuals receiving food to get a new plate if they come back for seconds. If a



serving utensil touches a plate which has been eaten from and then goes back to the serving dish, the entire serving dish full of food may become contaminated.

## **Security Protocols**

CCLC, Inc. has developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas. Report any suspicious persons or activities to the Lead Teacher. Employee desk or office should be secured at the end of the day. When an employee is called away from his or her work area for an extended length of time, valuable or personal articles should not be left around a work station that may be accessible. The security of facilities as well as the welfare of employees depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify the Lead Teacher when keys are missing or if security access codes or passes have been breached.

## **Occupational Safety**

CCLC, Inc. is committed to the safety of its employees, vendors, contractors and the public and to providing a clear safety goal for management.

The prevention of accidents is the responsibility of every CCLC, Inc. supervisor. It is also the duty of all employees to accept and promote the established safety regulations and procedures. Every effort will be made to provide adequate safety training. If an employee is ever in doubt how to perform a job or task safely, assistance should be requested. Unsafe conditions must be reported immediately.

It is the policy of CCLC, Inc. that accident prevention shall be considered of primary importance in all phases of operation and administration. CCLC, Inc.'s management is required to provide safe and healthy working conditions for all employees and to establish and require the use of safe practices at all times.

Failure to comply with or enforce CCLC, Inc. safety and health rules, practices and procedures could result in disciplinary action up to and including possible termination.

## **Accident/Incident Reporting**

It is the duty of every employee to immediately, or as soon as is practical, report any accident or injury occurring during work or on CCLC, Inc. premises so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes.

## **Reporting Fires and Emergencies**

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by calling management. In addition, all employees should know the local emergency numbers such as 911.

## **Cash/Check Acceptance Policy**

### Payments

Parents, students, and members of the community may occasionally make donation payments to Caspar Creek. Because there are laws restricting the situations in which schools can require payment, no Caspar Creek employee may demand payment from students or their parents unless officially approved by the Lead Teacher. Most goods and services associated with student/parent payment are provided by Caspar Creek for a suggested donation amount. In general, all payments and donations should be made via check and mailed to or dropped off at the appropriate school site.

### Checks

Checks are preferred for all payments to the school. All checks should be made out to “Caspar Creek Learning Community” or “Caspar Creek” or “CCLC, Inc.,” and the note/memo line should include a description of what the money is for. Staff will collect checks and send them to the Lead teacher or designee for deposit unless instructed otherwise by the Lead Teacher or designee. If checks will not be sent in to be deposited right away, they should be stored in the locked cash box described below. No receipts need to be issued for checks; the check itself is confirmation of receipt, and a photocopy of each check will be retained in Caspar Creek’s records.

### Cash

Collecting cash should be avoided because it is much riskier than collecting checks. No cash is to be collected by Caspar Creek from anyone, for anything, unless approved by the Lead Teacher. Cash collection is sometimes necessary, however, so certain situations will have cash collection approved. All cash paid to the school will be kept in a locked cash box along with a cash collection log. Every person who pays cash will be given a receipt listing the date, the reason for the payment, and the exact amount paid. A school copy of every receipt will be retained in the collection log inside the cash box. Cash will be removed from the cash box by authorized personnel and deposited into the school’s bank account periodically. No cash is ever to be removed from the cash box except by a person authorized by the Lead Teacher to deposit it into the bank account. The only exception is if someone paying cash needs change (e.g. someone wants to pay \$16 but only has a \$20 bill – in this case it is acceptable to remove \$4 from the cash box to issue the person’s change). Funds from the cash box may never be used directly to purchase goods or services.

### Field Trips

All payments related to field trips should be made via check and sent to the school address. However, sometimes a student or parent may wish to pay for his/her own admission to a field trip. In this situation, parents/students attending a field trip are allowed to pay the vendor directly if Caspar Creek has not already paid for those individuals. For example, if a teacher is leading a field trip to a museum and it is required to pay admission at the door, any contributions from students/parents should be paid directly to the museum at the time of admission so that individuals are essentially paying for their own cost of admission. Any remaining balance will be paid by the school, or paid for by a staff member who may then be reimbursed. It is important for the transactions to be processed separately, so that the receipt issued to the Caspar Creek staff member only shows the amount that was paid after students/parents paid for their own admission(s). In these situations, DO NOT collect money from students/parents and then proceed to pay the entire bill for all attendees’ admission. This puts the Caspar Creek employee and the school in a vulnerable position regarding fraud liability.

# EMPLOYEE WAGES AND HEALTH BENEFITS

## Payroll Withholdings

As required by law, CCLC, Inc. shall withhold Federal Income Tax, State Income Tax, Social Security (FICA) and State Disability Insurance from each employee's pay as follows:

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
3. Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by CCLC, Inc.
4. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, he or she should ask the Director of Human Resources to explain them.

Employees may change the number of withholding allowances claimed for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to the Director of Human Resources. The office maintains a supply of these forms.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 form. The W-4 form should be completed upon hire and it is the employee's responsibility to report any changes in filing status to the Director of Human Resources and to fill out a new W-4 form.

At the end of the calendar year, a "withholding statement" (W-2) will be prepared and forwarded to each employee for use in connection with preparation of income tax returns. The W-2 shows Social Security information, taxes withheld and total wages.

## Overtime Pay

Whether an employee is exempt from or subject to overtime pay will be determined on a case-by-case basis and will be indicated in the employee's job description. Generally, teachers and administrators are exempt. Nonexempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for nonexempt employees. CCLC, Inc. will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be **previously authorized** by the employee's direct supervisor using the Overtime Time Request Form. CCLC, Inc. provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law as follows:

For employees subject to overtime, all hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime. Compensation for hours in excess of forty (40) for the workweek or in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half times the employee's regular rate of pay. Compensation for hours in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to these exempt employees.

### **Makeup Time**

Nonexempt employees can make up work time that he or she has lost or will lose as a result of a personal obligation. This time must be made up in the same work week as the time lost. An employee can work no more than eleven (11) hours on another workday, and no more than forty (40) hours in a workweek, to make up the time off. Makeup time can be used by an employee only with prior approval from the employee's direct supervisor using the Makeup Time Request Form.

Caspar Creek will not grant compensatory time to any employees.

### **Paydays**

Paydays are scheduled on the 15th and the last calendar working day of each month. If an employee observes any error in his/her check, it should be reported immediately to the Director of Human Resources.

### **Stipends and Allowances**

Exempt and nonexempt employees working twenty-five (25) hours a week or more will receive \$50 a month as a phone allowance during the months the employee is working. Additional allowances and stipends based on CCLC, Inc. compensation policies will be paid to employees working twenty-five (25) hours a week or more. Certain stipends or allowances may be prorated based on Full-Time Equivalency.

### **Compensation Policies**

Additional Compensation for Longevity and Expertise

#### **5-Year Bonus**

Employees who have been employed full-time with Caspar Creek Learning Community, Inc. will receive a \$1,500 bonus at the end of each fifth year of full-time employment, provided that they have been rehired for the subsequent school/fiscal year. This bonus will be awarded on June

30th at the end of each 5th year of service. This bonus will not be added to the employee's base salary in the year it is awarded or thereafter. A full-time position is forty (40) hours per week. This policy applies to all employees, both classified and credentialed, but not to anyone considered an independent contractor.

#### Stipend for Additional Credential(s)

Certificated/credentialed employees who are employed full-time with Caspar Creek Learning Community, Inc. will receive a \$50 stipend monthly (\$25 per semimonthly payroll period) with written proof of each additional single subject CA Commission on Teacher Credentialing (CTC) issued core content credential attained, up to \$150 total per month (up to three (3) additional credentials). The stipend will be awarded to the employee starting with the next payroll after documentation of the credential is received by Human Resources. This stipend may total up to \$500 annually per credential (up to \$1,500 annually for up to three (3) additional credentials). It will be awarded only over the 10 months of the school year, for a total of up to twenty (20) payments of \$25 per credential if the credential remains valid and the employee remains employed for the entire school year. "Core" is defined as English Language Arts, Math, Sciences or Social Sciences. If the employee does not maintain the credential and it is no longer a valid CTC issued credential, the stipend will be removed starting with the next payroll following the date of expiration of the credential.

#### Stipend for Master's Degree

Certificated/credentialed employees who are employed full-time with Caspar Creek Learning Community, Inc. will receive a \$50 stipend monthly (\$25 per semimonthly payroll period) with written documentation of an accredited American institution awarded master's degree. This stipend may total up to \$500 annually, awarded over the ten (10) months of the school year, for a total of up to twenty (20) payments of \$25 each, if the employee remains employed full-time for the entire school year and holds a qualifying Master's degree appropriately documented with Human Resources for the entire school year. Any employee who receives a Master's degree after July 1, 2016 will be awarded the first stipend payment on the next payroll after official documentation of the Master's degree is received by Human Resources.

#### **Wage Attachments and Garnishments**

Under normal circumstances, CCLC, Inc. will not assist creditors in the collection of personal debts from its employees. However, creditors may resort to certain legal procedures such as garnishments, levies or judgments that require CCLC, Inc., by law, to withhold part of an employee's earnings in their favor.

Employees are strongly encouraged to avoid such wage attachments and garnishments. If CCLC, Inc. is presented a second garnishment request concerning an employee, the Lead Teacher will discuss the situation with the employee.

#### **Vendors and Check Requests**

An employee of CCLC, Inc. can request a vendor check with the approval of the Lead Teacher using the Check Request Form. The employee can expect payment to the vendor seven (7) to ten

(10) working days after the Check Request Form and backup documentation are submitted.

No one individual employee, with the exception of the Lead Teacher, has permission to contact Caspar Creek's attorneys without authorization. Any Caspar Creek business that requires legal attention must go through the Director of Student Services.

## **Spending and Reimbursement Policies**

### Public Funds

Most of the funding for Caspar Creek comes from taxpayer dollars. These are public funds, and all employees have a duty to ensure that these funds are spent wisely. Please consider this every time a purchase approval is requested. Only request approval for purchases which contribute to the effective education of students and the successful operation of Caspar Creek.

### Approval to Spend

All School-related purchases made by employees or volunteers require advance approval by the Lead teacher, except as specified below. All reimbursement requests must be accompanied by an expense reimbursement form in order to be considered, and these forms also require Lead Teacher approval in order to be processed and paid. Whenever possible, employees and volunteers should arrange for the school to pay for goods and services, instead of paying with their own money and getting reimbursed. Any purchases made with school credit cards must also be approved in advance.

### Monthly Pre-Approved Spending:

Employees of Caspar Creek Learning Community, Inc. may submit expense reimbursement forms for legitimate school expenses, up to the amounts listed below, without prior approval. Employees may not pool their monthly pre-approved monies with other employees, and may not "roll over" monthly amounts (e.g. a Teacher may not spend \$50 one month and then spend \$0 the next month to make up for it). Volunteers do not have any pre-approved spending amount; all purchases made by volunteers must be requested and approved in advance.

- **Teachers and all other employees not listed below:** Up to \$25 per month on school related items for students and staff. This monthly pre-approved amount may not be used for any meals/food, or any type of rewards for individual students. This money is meant to cover small (often unforeseen) expenses necessary to complete job duties, such as replacing a broken power cord for one's laptop or purchasing materials for a project based learning activity that was only planned a few days in advance.
- **Site Coordinator:** Up to \$50 per month on school related items for students and staff. This monthly pre-approved amount may not be used for any meals/food. This money should be reserved for things that are time sensitive or cannot be ordered by the school through usual channels. Examples include having keys made for new staff members, purchasing copier paper if the site is about to run out, or replacing a power strip if one dies.
- **Lead Teacher:** Up to \$100 per month on school related items for students and staff. This may include staff or student meals/food purchased for a valid staff meeting, professional development session, or student event as long as the food is served and consumed on school grounds during the school day (8:00 am-4:30pm). Any staff meals/food must be accompanied by the meeting agenda, as backup documentation for the necessity of the

expense. If an administrator wishes to purchase meals/food that do not meet this requirements, advance approval is always required and the expense cannot be paid for with the pre-approved monthly \$100.

#### General Spending & Reimbursement Policies

- Online purchases approved to be made by employees (or paid for using the monthly pre-approved amount) must be in the employee's name and shipped to a valid school address. No reimbursements will be approved for purchases made in any other name or shipped to a home address.
- All purchases through Amazon.com should be added to the school's wish list and purchased by the school. Employees should not submit expense reimbursement forms for any Amazon purchases unless they were approved in advance by the Lead Teacher.
- Teacher induction programs for Caspar Creek employees will be paid for in full by the school if completed with one of Caspar Creek's partner induction programs, using Caspar Creek staff as mentors. If a teacher participates in an induction program through any other agency, which is not partnered with Caspar Creek, the employee must pay all associated costs and may be reimbursed for up to \$1,500 upon successful completion of the program year (see additional information below).
- Professional development expenses will not be approved for fees associated with obtaining or renewing teaching credentials or other licenses required for an employee's position.
- Approved professional development expenses over \$200 which relate to an employee's credentialing or certifications, such as courses taken to acquire knowledge needed for additional teaching credentials or to clear a preliminary credential, may only be submitted for reimbursement upon completion. In addition to a receipt, a transcript or proof of completion must be provided with the expense reimbursement form. Professional development expenses of this type may be approved and reimbursed up to a maximum of \$1,500 per employee per school year, depending on available school funds.
- Requests for mileage reimbursement over 100 miles per round trip require advance approval by the Lead Teacher. Employees should generally use a rental car for any trip exceeding 100 miles.
- The fiscal year is July 1 – June 30. Staff who work fewer than 12 months must submit all final reimbursement forms for the fiscal year before leaving work for summer vacation. For employees working over summer, all reimbursement forms for the ending fiscal year must be submitted by July 7.
- Absolutely no alcohol may be reimbursed or purchased with school funds.

#### Travel Spending & Reimbursement Policies

It is sometimes necessary for employees to travel for work. Necessary expenses incurred while traveling for work will be reimbursed in accordance with applicable school policies. With the exception of the Site Administrator approved field trips listed above, all employee travel and associated travel must be approved in advance by the Lead Teacher. The following restrictions apply to all travel expenses including those incurred on field trips, whether paid for with the employee's personal funds with the intent to get reimbursed, or whether paid for with a school credit/debit card:

- Food and incidentals may total no more than \$60 per individual per day while traveling for work. Shorter trips, such as half day field trips, will allow lower amounts.
- Each individual meal must be \$35 or less per person, and must be accompanied by an

- itemized receipt showing what was ordered.
- Meals including employees who are not traveling must be approved in advance, and the \$35 per person per meal maximum still applies.
- Flights, hotels, and rental cars for employee travel should all be booked by the Lead Teacher or designee. If a situation arises that may warrant an exception, request approval from the Lead Teacher.
- Itemized receipts must be provided for meals purchased through hotel room service or at hotel restaurants. Even if the meal is charged to the room and paid for by the school, an itemized receipt is still required to prove that no alcohol was included.
- Appropriate tips/gratuities for restaurant meals (or other services required for employee travel where tipping is customary) will be reimbursed as long as the amount is reasonable. If a tip is deemed excessive or unreasonable, it may be only partially reimbursed, or not reimbursed at all. Gratuities up to 25% will be considered reasonable for restaurant meals. Remember to keep a copy of the receipt where the tip was specified, and include it with the itemized receipt and reimbursement form. Contact the Lead Teacher if you have questions about allowable tips/gratuities.
- Food/snacks/drinks should not be purchased for students on field trips unless the trip is at least a full day trip (6+ hours). Students should be encouraged to bring their own food and beverages, or money to purchase them, on all field trips less than 6 hours in duration. Students who are socioeconomically disadvantaged, or who forget to bring food/money, may have a meal purchased by the school if the field trip occurs over a meal period, but this should be the exception.
- Staff who need to reserve rental cars for field trips may make their own reservations only if the following criteria are met:
  - The reservation must be made through Enterprise using Caspar Creek's account.
  - A copy of the reservation must be forwarded to the Lead teacher or designee, along with a brief note about what the rental car is for (e.g. "NV community service field trip").
  - The base daily rate of the vehicle must not exceed \$60 per day.
- Gas for rental cars will be reimbursed if purchased at a gas station prior to returning the vehicle. Employees must return rental cars with a full tank. If refueling charges are listed on a rental car invoice, the employee will be disciplined. Employees are responsible for reviewing rental car agreements upon vehicle pickup, as well as receipts issued upon vehicle drop off. Employees are responsible for ensuring all charges are correct, and that no erroneous refueling charges are listed.
- Transportation via rideshare apps like Uber and Lyft for approved travel may be reimbursed. Always include the start and end locations of each trip along with the receipt, and remember to list the description of where you were going and why on the Expense Reimbursement Form.

#### Requirements for Documenting Purchases

All Expense Reimbursement Forms and backup documentation for Caspar Creek credit card purchases should be sent via email to the Lead teacher or designee. When submitting these forms and documentation, employees must include sufficient information:

- Descriptions: The description of each item on the expense reimbursement form or credit card documentation must demonstrate that it is a school-related expense, and which school it's for. Example: "Gas" is insufficient, but "Gas for rental car – French Riviera field trip" is good.



- Meals: Any meals submitted for reimbursement should list the number of staff who were fed. Example: “staff professional development - lunch for 5 staff”
- Signature: Please sign and date the bottom of every Expense Reimbursement Form. Forms missing signatures will not be processed.
- Backup Documentation: All expenses must have backup documentation attached in the form of itemized receipts. Meals are especially important to provide itemized receipts for, as this proves that no alcohol is being paid for with school funds. Remember to also include receipts where tip/gratuity is indicated.

## **403(b) Retirement Plan**

If and when enacted, CCLC, Inc. 403(b) Plan matching formula will be effective starting with the first payroll period in which 403(b) plan contributions are made. CCLC, Inc. will match 100% of qualifying employee elective deferrals, up to a maximum of 3% of the employee’s total eligible compensation per pay period. Employees who qualify for matching are classified staff regularly working at least twenty (20) hours per week.

## **Medical Benefits**

### Eligibility

An employee is eligible for medical coverage if he or she is a regular employee working for CCLC, Inc. at least twenty-four (24) hours per week.

Employees who go from part-time to full-time employment become eligible for full benefits on the first day of the month following the effective date of the change.

### When Coverage Starts

Employee coverage will begin on the first day of employment or if hired mid-month it will start on the first day of the next month. An enrollment form must be submitted to the Director of Human Resources as soon as possible. This form serves as a request for coverage, and authorizes any payroll deductions necessary to pay for coverage.

## **COBRA Benefits**

When coverage under CCLC, Inc.’s medical and/or dental plans ends, employees or their dependents can continue coverage for eighteen (18) or thirty-six (36) months, depending upon the reason benefits ended. To continue coverage, an employee must pay the full cost of coverage - the employee contribution and CCLC, Inc.’s previous contribution plus a possible administrative charge.

Medical coverage for an employee, his/her spouse, and eligible dependent children can continue for up to eighteen (18) months if coverage ends because:

- Employment ends, voluntarily or involuntarily, for any reason other than gross misconduct; or

- Hours of employment are reduced below the amount required to be considered a full-time employee or part-time, making an employee ineligible for the plan.

This eighteen (18) month period may be extended an additional eleven (11) months in cases of disability subject to certain requirements. This eighteen (18) month period may also be extended an additional eighteen (18) months if other events (such as a divorce or death) occur subject to certain requirements.

An employee's spouse or domestic partner and eligible dependents can continue their health coverage for up to thirty-six (36) months if coverage ends because:

- The employee dies while covered by the plan;
- The employee and his/her spouse or domestic partner become divorced or legally separated;
- The employee becomes eligible for Medicare coverage, but his/her spouse or domestic partner has not yet reached age sixty-five (65); or
- The employee's dependent child reaches an age which makes him/her ineligible for coverage under the plan.

Rights similar to those described above may apply to retirees, spouses or domestic partners, and dependents if the employer commences a bankruptcy proceeding and those individuals lose coverage.

CCLC, Inc. will notify employees or their dependents if coverage ends due to termination or a reduction in work hours. If an employee becomes eligible for Medicare, divorced or legally separated, die, or when a dependent child no longer meets the eligibility requirements, the employee or a family member are responsible for notifying CCLC, Inc. within thirty (30) days of the event. CCLC, Inc. will then notify the employee or his/her dependents of the employee's rights.

Health coverage continuation must be elected within sixty (60) days after receiving notice of the end of coverage, or within sixty (60) days after the event causing the loss, whichever is later.

There are certain circumstances under which coverage will end automatically. This happens if:

- Premiums for continued coverage are not paid within thirty (30) days of the due date;
- The employee (or his/her spouse, domestic partner, or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition the employee (or the employee's spouse, domestic partner, or child, as applicable) may have;
- CCLC, Inc. stops providing group health benefits;

- The employee (or the employee's spouse, domestic partner, or child) become entitled to Medicare; or
- The employee extended coverage for up to twenty-nine (29) months due to disability and there has been a final determination that the employee is no longer disabled.

## **PERSONNEL EVALUATION AND RECORD KEEPING**

### **Employee Reviews and Evaluations**

Each employee will receive periodic performance reviews conducted by the Lead Teacher. Performance evaluations will be conducted annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, work attitude, and attitude toward others. 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 increases in salary or promotions. Salary increases and promotions are solely within the discretion of CCLC, Inc. and depend upon many factors in addition to performance. After the review, the employee will be required to sign the evaluation report simply to acknowledge that it has been presented to them, that they have discussed it with the Lead Teacher, and that they are aware of its contents.

Newly hired employees may have their performance goals reviewed by the Lead Teacher within the first ninety (90) days of employment.

Salary and potential for advancement will be based largely upon job performance. On a periodic basis, the Lead Teacher will review the employee's job performance with an employee in order to establish goals for future performance and to discuss current performance. CCLC, Inc.'s evaluation system will in no way alter the at-will employment relationship.

### **Personnel Files and Record Keeping Protocols**

At the time of employment, a personnel file is established for each employee. It is each employee's responsibility to keep the Lead Teacher advised of changes that should be reflected in their personnel file. Such changes include: change in address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable CCLC, Inc. to contact an employee should the change affect their other records.

Employees have the right to inspect documents in their personnel file, as provided by law, in the presence of a CCLC, Inc. representative, at a mutually convenient time. Employees also have the right to obtain a copy of your personnel file as provided by law. Employees may add comments to any disputed item in the file. CCLC, Inc. will restrict disclosure of employee personnel files to authorized individuals within CCLC, Inc. A request for information contained

in the personnel file must be directed to the Lead Teacher. Only the Lead Teacher or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, CCLC, Inc. will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

Credible complaints of substantiated investigations into or discipline for egregious misconduct will not be expunged from an employee's personnel file unless the complaint is heard by an arbitrator, administrative law judge, or the Board and the complaint is deemed to be false, not credible, unsubstantiated or a determination was made that discipline was not warranted.

## **HOLIDAYS, VACATIONS AND LEAVES**

### **Holidays**

CCLC, Inc.'s calendar reflects any and all holidays observed by CCLC, Inc. These are paid holidays for all employees working thirty (30) hours a week or more including administrative eleven (11) and twelve (12)-month employees, classified, and credentialed staff. The schools are closed on these days. The following holidays are generally observed by public entities, including public schools:

- Martin Luther King Jr. Birthday
- President's Day
- Memorial Day
- Fourth of July
- Labor Day
- Indigenous People's Day
- Veterans Day
- Monday - Friday of Thanksgiving Break
- December 23rd - January 1st

Other days during the school year, such as days during CCLC, Inc.'s calendared breaks, shall not be paid time for nonexempt employees in active status. 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 using the Request for Time Off Form submitted to the employee's direct supervisor and the Director of Human Resources. The employee will be paid if the religious holiday is taken as an earned paid leave day (i.e. vacation, personal necessity day, etc., as applicable). The employee will not be paid if the religious holiday is taken as a personal leave of absence day. Employees on any leave of absence do not earn holiday pay.

### **Paid Days Off**

All eleven (11) and twelve (12) month employees shall be granted additional Paid Days Off during scheduled school calendar breaks. These Paid Days Off are not vacation days, do not accrue, and cannot be traded for other days off in the year.

- Thanksgiving: Five (5) days of the holiday week, Monday through Friday.

- Winter break: December 23rd through January 1 off, returning January 2nd of every year.

## **Vacation**

While CCLC, Inc. recognizes the importance of vacation time as a period of rest and rejuvenation away from the job, vacations must be scheduled with due consideration for “peak traffic periods” in CCLC, Inc. With this in mind, it is expected that vacation time will be taken when school is not in session.

Unless otherwise specified in an employee’s employment agreement, full-time employees are entitled to vacation leave based upon length of service and status with CCLC, Inc. Full-time classified employees shall accrue five (5) days of paid vacation each year for the first three (3) years of employment. Full-time classified employees who have been employed by CCLC, Inc. for more than three (3) years shall accrue ten (10) days of paid vacation each year. Full-time classified employees who have been employed by CCLC, Inc. for more than six (6) years shall accrue fifteen (15) days of vacation each year. Full-time eleven (11) month administrative employees shall accrue five (5) days of paid vacation for their first five (5) years of employment. Full-time eleven (11) month administrative employees who have been employed by CCLC, Inc. for more than five (5) years shall accrue ten (10) days of paid vacation each year. Full-time twelve (12) month administrative employees shall accrue ten (10) days of paid vacation each year for the first five (5) years of employment. Full-time twelve (12) month administrative employees who have been employed by CCLC, Inc. for more than five (5) years shall accrue fifteen (15) days of paid vacation each year. Full-time credentialed teaching staff shall accrue two (2) days of paid vacation each year. Employees working on part-time basis (less than 25 hours per week) shall not earn vacation days.

Any vacation leave taken must be approved by the employee’s direct supervisor. Requests for vacation leave should be submitted to the employee’s direct supervisor and the Director of Human Resources at least two (2) weeks in advance. No vacation time may be taken from August 5th to September 15th unless specifically authorized by the Lead Teacher. All vacation requests must be in writing and sent to the employee’s direct supervisor and Director of Human Resources.

Vacation time is figured on a fiscal year beginning July 1st. Time will accrue over the course of the year at the rate of one (1) day per month until all vacation is accrued. Vacation can accrue up to a maximum of one and one-half (1½) times the number of days the employee may accrue on an annual basis. Once this cap is reached, no further vacation will accrue until some vacation is used. When some vacation leave is used, vacation time will begin to accrue again. There is no retroactive grant of vacation compensation for the period of time the accrued vacation compensation was at the cap. Upon termination of employment, the unused vacation days will be paid out to the employee. Employees are not entitled to pay in lieu of taking vacation except upon termination of employment.

Full-time classified or administrative employees of CCLC, Inc. who receive both vacation days and sick leave may combine the number of days for Paid Time Off (PTO) that will accrue and rollover at the same rate as vacation days. After all PTO has been used, all future days off will be unpaid for the remainder of the fiscal year.

## **Unpaid Leave of Absence**

CCLC, Inc. recognizes that special situations may arise where an employee must leave his or her job temporarily. At its discretion, CCLC, Inc. may grant employees leaves of absence. Any unpaid leave of absence must be approved in advance by CCLC, Inc.

The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period.

During a Family and Medical Leave Act, California Family Rights Act leave, and/or Pregnancy Disability Leave, the employee's medical and dental benefits will remain in force, provided the employee pays the appropriate premiums. Otherwise, benefits are terminated the month any other type of leave begins. If an employee fails to return from a leave and is subsequently terminated, the employee is entitled to all earned but unused vacation pay, provided that the vacation pay was earned prior to the commencement of leave. No vacation time is accrued during any type of unpaid leave of absence.

## **Sick Leave**

To help prevent loss of earnings that may be caused by accident or illness, or by other emergencies, CCLC, Inc. offers paid sick leave to its employees. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking. Additionally, employees may also take paid sick leave when the School is closed due to a public health emergency or to care for a child who's childcare or school is closed due to a public health emergency.

Paid sick leave is available to all CCLC, Inc. employees who work at least thirty (30) days within the span of a single calendar year from the commencement of employment. All eligible employees shall be credited with forty (40) hours of sick leave at the beginning of each work year. Accrued sick leave does not carry over from year to year and the School does not pay employees in lieu of unused sick leave.

If an employee is absent longer than three (3) days due to illness, medical evidence of their illness and/or medical certification of their fitness to return to work satisfactory to CCLC, Inc. may be required. CCLC, Inc. will not tolerate abuse or misuse of the sick leave privilege. If CCLC, Inc. suspects abuse of sick leave, CCLC, Inc. may require a medical certification from an employee verifying the employee's absence.

Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave depending upon the facts and circumstances of the employee's basis for leave beyond accrued sick leave. Employee requests for unpaid medical leave must be approved in advance by CCLC, Inc.

## **Family Care and Medical Leave**

This policy explains how CCLC, Inc. complies with the federal Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”), both of which require CCLC, Inc. to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA leave in any twelve (12)-month period for the purposes enumerated below. For purposes of this policy, all leave taken under FMLA or CFRA will be referred to as “FMLA leave.”

- Employee Eligibility Criteria

To be eligible for FMLA leave, the employee must have been employed by CCLC, Inc. for a total of at least twelve (12) months, worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the FMLA leave, and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles, (except for purposes of baby-bonding where the threshold is twenty (20) employees).

- Events That May Entitle an Employee To FMLA Leave

The twelve (12)-week (or twenty-six (26) workweeks where indicated) FMLA allowance includes any time taken (with or without pay) for any of the following reasons:

1. To care for the employee’s newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by CCLC, Inc., they will be entitled to a combined total of twelve (12) weeks of leave for this purpose.
2. Because of the employee’s own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by CCLC, Inc.’s separate pregnancy disability policy).
  - a. A “serious health condition” is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse/domestic partner of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
  - b. “Inpatient care” means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an “inpatient” when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.

- c. “Incapacity” means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
    - d. “Continuing treatment” means ongoing medical treatment or supervision by a health care provider.
  - 3. To care for a spouse, domestic partner, child, or parent with a serious health condition or military service-related injury. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12)-month period to provide said care.
  - 4. For any “qualifying exigency” because the employee is the spouse/domestic partner, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces.
- Amount of FMLA Leave Which May Be Taken
    - 1. FMLA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12)-month period, as described below, for any one, or combination of the above-described situations. “Twelve workweeks” means the equivalent of twelve (12) of the employee’s normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, “twelve workweeks” means sixty (60) working and/or paid eight (8) hour days.
    - 2. In addition to the twelve (12) workweeks of FMLA leave that may be taken, an employee who is the spouse/domestic partner, son, daughter, parent, or next of kin of a covered Armed Forces service member shall also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the servicemember.
    - 3. The “twelve month period” in which twelve (12) weeks of FMLA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA leave.
    - 4. If a holiday falls within a week taken as FMLA leave, the week is nevertheless counted as a week of FMLA leave. If, however, CCLC, Inc.’s business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days CCLC, Inc.’s activities have ceased do not count against the employee’s FMLA leave entitlement. Similarly, if an employee uses FMLA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count



against the employee's leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

- Pay during FMLA Leave

1. An employee on FMLA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA leave, CCLC, Inc. and the employee may agree to have CCLC, Inc.-provided paid leave, such as vacation or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.
2. An employee on FMLA leave for child care or to care for a spouse, domestic partner, parent, or child with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA leave.
3. If an employee has exhausted his/her sick leave, leave taken under FMLA shall be unpaid leave.
4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA leave. Sick pay accrues during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began.

- Health Benefits

The provisions of CCLC, Inc.'s various employee benefit plans govern continuing eligibility during FMLA leave, and these provisions may change from time to time. The health benefits of employees on FMLA leave will be paid by CCLC, Inc. during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA leave is granted, CCLC, Inc. will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period. If an employee is required to pay premiums for any part of his/her group health coverage, CCLC, Inc. will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

If an employee is required to pay premiums for any part of his/her group health coverage, the School will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

CCLC, Inc. may recover the health benefit costs paid on behalf of an employee during his/her FMLA leave if:

1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have "failed to return from leave" if he/she works less than thirty (30) days after returning from FMLA leave; and

2. The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA leave, or other circumstances beyond the control of the employee.

- Seniority

An employee on FMLA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA leave will return with the same seniority he/she had when the leave commenced.

- Medical Certifications

1. An employee requesting FMLA leave because of his/her own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by CCLC, Inc. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of CCLC, Inc.'s request for certification) may result in denial of the leave request until such certification is provided.
2. CCLC, Inc. will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. CCLC, Inc. may contact the employee's health care provider to authenticate a certification as needed.
3. If CCLC, Inc. has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, CCLC, Inc. may request a second opinion by a health care provider of its choice (paid for by CCLC, Inc.). If the second opinion differs from the first one, CCLC, Inc. will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
4. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

- Procedures for Requesting and Scheduling FMLA Leave

1. An employee should request FMLA leave by completing a Request for Leave form and submitting it to the Lead Teacher. An employee asking for a Request for Leave form will be given a copy of CCLC, Inc.'s then-current FMLA leave policy.
2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.

3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt CCLC, Inc.'s operations.
  4. If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, domestic partner, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
  5. If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that CCLC, Inc. will grant a request for FMLA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
  6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
  7. CCLC, Inc. will respond to an FMLA leave request no later than five (5) business days of receiving the request. If an FMLA leave request is granted, CCLC, Inc. will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
- Return to Work
    1. Upon timely return at the expiration of the FMLA leave period, an employee (other than a "key" employee whose reinstatement would cause serious and grievous injury to CCLC, Inc.'s operations) is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.
    2. When a request for FMLA leave is granted to an employee (other than a "key" employee), CCLC, Inc. will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
    3. Before an employee will be permitted to return from FMLA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.

4. If an employee can return to work with limitations, CCLC, Inc. will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from CCLC, Inc.
- **Limitations on Reinstatement**
    1. CCLC, Inc. may refuse to reinstate a “key” employee if the refusal is necessary to prevent substantial and grievous injury to CCLC, Inc.’s operations. A “key” employee is an exempt salaried employee who is among the highest paid 10% of CCLC, Inc.’s employees within seventy-five (75) miles of the employee’s worksite.
    2. A “key” employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of, FMLA leave, that he/she qualifies as a “key” employee and the potential consequences with respect to reinstatement and maintenance of health benefits if CCLC, Inc. determines that substantial and grievous injury to CCLC, Inc.’s operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, CCLC, Inc. will notify the “key” employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee’s reinstatement would cause CCLC, Inc. to suffer substantial and grievous injury. If CCLC, Inc. realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.
  - **Employment during Leave**

No employee, including employees on FMLA leave, may accept employment with any other employer without CCLC, Inc.’s written permission. An employee who accepts such employment without CCLC, Inc.’s written permission will be deemed to have resigned from employment at CCLC, Inc.

## **Pregnancy Disability Leave**

This policy explains how CCLC, Inc. complies with the California Pregnancy Disability Act, which requires CCLC, Inc. to give each female employee an unpaid leave of absence of up to four (4) months per pregnancy, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

- **Employee Eligibility Criteria**

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.
- **Events That May Entitle an Employee to Pregnancy Disability Leave**

The four (4) -month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
2. The employee needs to take time off for prenatal care.

- **Duration of Pregnancy Disability Leave**

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. “Four months” means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times 17 1/3 weeks).

For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works twenty (20) hours per week, “four months” means 346.5 hours of leave entitlement (20 hours per week times 17 1/3 weeks). For an employee who normally works forty-eight (48) hours per week, “four months” means 832 hours of leave entitlement (48 hours per week times 17 1/3 weeks).

At the end or depletion of an employee’s pregnancy disability leave, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation. Entitlement to additional leave must be determined on a case-by case basis, taking into account a number of considerations such as whether an extended leave is likely to be effective in allowing the employee to return to work at the end of the leave, with or without further reasonable accommodation, and whether or not additional leave would create an undue hardship for CCLC, Inc. CCLC, Inc. is not required to provide an indefinite leave of absence as a reasonable accommodation.

- **Pay during Pregnancy Disability Leave**

1. An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued vacation time at the beginning of any otherwise unpaid leave period.
2. The receipt of vacation pay, sick leave pay, or state disability insurance benefits, will not extend the length of pregnancy disability leave.
3. Vacation and sick pay accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

- Health Benefits

CCLC, Inc. shall provide continued health insurance coverage while an employee is on pregnancy disability leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) months in a twelve (12) -month period. CCLC, Inc. can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

1. The employee fails to return from leave after the designated leave period expires.
2. The employee's failure to return from leave is for a reason other than the following:
  - The employee is taking leave under the California Family Rights Act.
  - There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.
  - There is a non-pregnancy related medical condition requiring further leave.
  - Any other circumstance beyond the control of the employee.

- Seniority

An employee on pregnancy disability leave remains an employee of CCLC, Inc. and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, she will return with the same seniority she had when the leave commenced.

- Medical Certifications

1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by CCLC, Inc. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.
2. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.

- Requesting and Scheduling Pregnancy Disability Leave

1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Lead Teacher. An employee asking for a Request for Leave form will be referred to CCLC, Inc.'s then current pregnancy

disability leave policy.

2. Employee should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
  3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt CCLC, Inc.'s operations.
  4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
  5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
  6. CCLC, Inc. will respond to a pregnancy disability leave request within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, CCLC, Inc. will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
- Return to Work
    1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless one of the following is applicable:
      - a. The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.
      - b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. CCLC, Inc. will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60)-day period.

A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.

2. When a request for pregnancy disability leave is granted to an employee, CCLC, Inc. will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
  3. In accordance with CCLC, Inc. policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
  4. If the employee can return to work with limitations, CCLC, Inc. will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from CCLC, Inc.
- Employment during Leave

No employee, including employees on pregnancy disability leave, may accept employment with any other employer without CCLC, Inc.'s written permission. An employee who accepts such employment without written permission will be deemed to have resigned from employment.

### **Industrial Injury Leave (Workers' Compensation)**

CCLC, Inc., in accordance with State law, provides insurance coverage for employees in case of work-related injuries. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax-free to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure employees receive any worker's compensation benefits to which they may be entitled, employees will need to:

- Immediately report any work-related injury to the Lead Teacher;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Lead Teacher; and
- Provide CCLC, Inc. with a certification from the employee's health care provider regarding the need for workers' compensation disability leave as well as the employee's eventual ability to return to work from the leave.



It is CCLC, Inc.'s policy that when there is a job-related injury, the first priority is to ensure that the injured employee receives appropriate medical attention. CCLC, Inc., with the help of its insurance carrier has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to CCLC, Inc.'s operation.

- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems (EMS) such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.
- All accidents and injuries must be reported to the Lead Teacher and to the individual responsible for reporting to CCLC, Inc.'s insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to CCLC, Inc.'s approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the employee must have a medical release from CCLC, Inc.'s approved medical facility before returning to work.
- Any time there is a job-related injury, CCLC, Inc.'s policy requires drug/alcohol testing along with any medical treatment provided to the employee.

### **Military and Military Spousal Leave of Absence**

CCLC, Inc. shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 ("USERRA"). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, CCLC, Inc. shall continue the employee's health benefits. For service of more than thirty (30) days, employee shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued vacation or paid time off as wage replacement during time served, provided such vacation/paid time off accrued prior to the leave.

Except for employees serving in the National Guard, CCLC, Inc. will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. For those employees serving in the National Guard, if he or she left a full-time position, the employee must apply for reemployment within forty (40) days of being released from active duty, and if he or she left part-time employment, the employee must apply for reemployment within five (5) days of being released from active duty.

An employee who was absent from work while fulfilling his or her covered service obligation under the USERRA or California law shall be credited, upon his or her return to CCLC, Inc., with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

CCLC, Inc. shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses/domestic partners of deployed military servicemen and servicewomen. The leave may be taken when the military spouse/domestic partner is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide CCLC, Inc. with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse/domestic partner will be on leave from deployment, and (2) documentation certifying that the employee's military spouse/domestic partner will be on leave from deployment during the time that the employee requests leave.

### **Bereavement Leave**

Employees are entitled to a leave of up to eight (8) work days without loss of pay due to a death in the immediate family (parent, spouse/domestic partner, son/daughter, sister/brother, parents-in-law, son/daughter-in-law, grandparents, grandchild). Bereavement pay will not be used in computing overtime pay. Any scheduled days off (including weekends, holidays and vacations) falling during the absence will be counted as both bereavement leave and scheduled days off.

### **Jury Duty or Witness Leave**

For all exempt employees, CCLC, Inc. will pay for time off if an employee is called to serve on a jury provided the employee continues to perform work duties as assigned. For all nonexempt employees, CCLC, Inc. will pay for up to three (3) days if the employee is called to serve on a jury.

### **Voting Time Off**

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. Under these circumstances, an employee will be allowed a maximum of two (2) hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give the Lead Teacher at least two (2) days notice.

### **School Appearance and Activities Leave**

As required by law, CCLC, Inc. will permit an employee who is a parent or guardian (including a stepparent, foster parent, or grandparent) of school children, from kindergarten through grade twelve (12), or a child enrolled with a licensed child care provider, up to forty (40) hours of

unpaid time off per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child's school or child care. If more than one (1) parent or guardian is an employee of CCLC, Inc., the employee that first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where the school requires the employee(s) appearance.

The employee requesting school leave must provide reasonable advanced notice of the planned absence. The employee must use accrued but unused paid leave (e.g., vacation or sick leave) to be paid during the absence.

When requesting time off for school activities, the employee must provide verification of participation in an activity as soon as practicable. When requesting time off for a required appearance, the employee(s) must provide a copy of the notice from the child's school requesting the presence of the employee.

### **Time Off for Victims of Crime**

An employee who is the victim of certain crimes (violent felonies, felony thefts, and serious felonies as defined by law) or is the immediate family member, registered domestic partner, or child of the registered domestic partner of such a victim will be given time off as necessary in accordance with the law to attend judicial proceedings in relation to the crime. As a condition of taking time off, employees may be required to provide reasonable advance notice if feasible and documentation establishing the right to such time off. This time off is unpaid. Employees may choose to use their accrued vacation, but this is not required. CCLC, Inc. will make every effort to maintain the confidentiality of any employee requesting crime victim leave.

### **Bone Marrow and Organ Donor Leave**

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a 12-month period. Eligible employees who require time off to donate an organ to another person may receive up to thirty (30) workdays off in a 12-month period.

To be eligible for bone marrow or organ donation leave ("Donor Leave"), the employee must have been employed by CCLC, Inc. for at least ninety (90) days immediately preceding the Donor Leave.

An employee requesting Donor Leave must provide written verification to CCLC, Inc. that he or she is a donor and that there is a medical necessity for the donation of the organ or bone marrow.

An employee must first use five (5) days of accrued paid leave for bone marrow donation and two (2) weeks of accrued paid leave for organ donation. If the employee has an insufficient number of paid leave days available, the leave will otherwise be paid.

Employees returning from Donor Leave will be reinstated to the position held before the leave began, or to a position with equivalent status, benefits, pay and other terms and conditions of employment. CCLC, Inc. may refuse to reinstate an employee if the reason is unrelated to taking a Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA

Leave.

### **Victims of Abuse Leave**

CCLC, Inc. provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, or stalking. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee's own health, safety or welfare, or that of the employee's child or children. Employees may also request unpaid leave for the following purposes:

- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- Obtain services from a domestic violence shelter, program, or rape crisis center.
- Obtain psychological counseling for the domestic violence, sexual assault, or stalking.
- Participate in safety planning, such as relocation, to protect against future domestic violence, sexual assault, or stalking.

To request leave under this policy, an employee should provide CCLC, Inc. with as much advance notice as practicable under the circumstances. If advance notice is not possible, the employee requesting leave under this policy should provide CCLC, Inc. one (1) of the following certifications upon returning back to work:

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, CCLC, Inc. will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking for the employees' safety while at work. To request an accommodation under this policy, an employee should contact the Lead Teacher.

### **Returning from Leave of Absence**

Employees cannot return from a medical leave of absence without first providing a sufficient doctor's return to work authorization.

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give the Lead Teacher thirty (30) days' notice before returning from leave. Whenever CCLC, Inc. is notified of an employee's intent to return from a leave, CCLC, Inc. will attempt to place the employee in his former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed. If employees need further

information regarding Leaves of Absence, they should be sure to consult the Lead Teacher.

# **DISCIPLINE AND TERMINATION OF EMPLOYMENT**

## **Rules of Conduct**

The following conduct is prohibited and will not be tolerated by CCLC, Inc. This list of prohibited conduct is illustrative only and is not meant to be an exhaustive list. It applies to all employees of CCLC, Inc.; other types of conduct that threaten security, personal safety, employee welfare and CCLC, Inc.'s operations also may be prohibited. Further, the specification of this list of conduct in no way alters the at-will employment relationship as to at-will employees of CCLC, Inc. If an employee is working under a contract with CCLC, Inc. which grants procedural rights prior to termination, the procedural terms in the contract shall apply.

1. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
2. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
3. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on CCLC, Inc. property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
4. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of CCLC, Inc. property.
5. Fighting or instigating a fight on CCLC, Inc. premises.
6. Violations of the drug and alcohol policy.
7. Using or possessing firearms, weapons or explosives of any kind on CCLC, Inc. premises.
8. Gambling on CCLC, Inc. premises.
9. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and time cards.
10. Recording the clock card, when applicable, of another employee or permitting or arranging for another employee to record the clock card.
11. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
12. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
13. Excessive absenteeism or tardiness, excused or unexcused.
14. Posting any notices on CCLC, Inc. premises without prior written approval of management, unless posting is on a CCLC, Inc. bulletin board designated for employee postings.
15. Immoral or indecent conduct.
16. Conviction of a criminal act.
17. Engaging in sabotage or espionage (industrial or otherwise)
18. Violations of the sexual harassment policy.
19. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.

20. Sleeping during work hours.
21. Release of confidential information without authorization.
22. Any other conduct detrimental to other employees or CCLC, Inc.'s interests or its efficient operations.
23. Refusal to speak to supervisors or other employees.
24. Dishonesty.
25. Failure to possess or maintain the credential/certificate required of the position.

For employees who possess an employment contract which provides for other than at-will employment, the procedures and process for termination during the contract shall be specified in the contract.

### **Off-Duty Conduct**

While CCLC, Inc. does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with CCLC, Inc.'s legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect CCLC, Inc. or its own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects CCLC, Inc.'s legitimate business interests or the employee's ability to perform his or her work will not be tolerated.

While employed by CCLC, Inc., employees are expected to devote their energies to their jobs with CCLC, Inc. For this reason, second jobs are strongly discouraged. The following types of additional employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at the school.
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with CCLC, Inc.
- Additional employment that impairs or has a detrimental effect on the employee's work performance with CCLC, Inc.
- Additional employment that requires the employee to conduct work or related activities on CCLC, Inc.'s property during the employer's working hours or using CCLC, Inc.'s facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of CCLC, Inc.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to CCLC, Inc. explaining the details of the additional employment. If the additional employment is authorized, CCLC, Inc. assumes no responsibility for it. CCLC, Inc. shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

## **Termination of Employment**

Should it become necessary for an employee to terminate their at-will employment with CCLC, Inc., employees should notify the Lead Teacher regarding this intention as far in advance as possible. At least two (2) weeks' notice is expected whenever possible.

When an employee terminates their at-will employment, they will be entitled to all earned but unused vacation pay. If an employee is participating in the medical and/or dental plan, they will be provided information on their rights under COBRA.



# **INTERNAL COMPLAINT REVIEW**

The purpose of the “Internal Complaint Review Policy” is to afford all employees of CCLC, Inc. the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the Lead Teacher or Board of Directors to express their work-related concerns.

Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under CCLC, Inc.’s “Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation.”

## **Internal Complaints**

(Complaints by Employees Against Employees)

This section of the policy is for use when a CCLC, Inc. employee raises a complaint or concern about a co-worker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the Lead Teacher or designee:

1. The complainant will bring the matter to the attention of the Lead Teacher as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
2. The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The Lead Teacher or designee will then investigate the facts and provide a solution or explanation;
3. If the complaint is about the Lead Teacher, the complainant may file his or her complaint in a signed writing to the President of CCLC, Inc.’s Board of Directors, who will then confer with the Board and may conduct a fact-finding or authorize a third-party investigator on behalf of the Board. The Board President or investigator will report his or her findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee’s satisfaction. However, CCLC, Inc. values each employee’s ability to express concerns and the need for resolution without fear of adverse consequence to employment.

## **Policy for Complaints Against Employees**

(Complaints by Third Parties Against Employees)

This section of the policy is for use when a non-employee raises a complaint or concern about a CCLC, Inc. employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the Lead Teacher or Board President (if the complaint concerns the Lead Teacher) as soon as possible after the events that give rise to the complainant’s concerns on the Complaint

Against Personnel Form that can be obtained from the Lead Teacher or the Director of Human Resources. The written complaint should set forth in detail the factual basis for the complaint.

In processing the complaint, Lead Teacher (or designee) shall abide by the following process:

1. The Lead Teacher or designee shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.
2. In the event that the Lead Teacher (or designee) finds that a complaint against an employee is valid, the Lead Teacher (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Lead Teacher (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. The Lead Teacher (or designee) decision relating to the complaint shall be final unless it is appealed to the Board of Directors. The decision of the Board shall be final.

### **General Requirements**

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
3. Resolution: The Board (if a complaint is about the Lead Teacher) or the Lead Teacher or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

## **AMENDMENT OF EMPLOYEE HANDBOOK**

This Employee Handbook contains the employment policies and practices of CCLC, Inc. in effect at the time of publication.

CCLC, Inc. reserves the right to amend, delete or otherwise modify this Handbook at any time provided that such modifications are in writing and duly approved by the employer.

Any written changes to the Handbook will be distributed to all employees. No oral statements can in any way alter the provisions of this Handbook.

## APPENDIX A

### **HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM**

*It is the policy of CCLC, Inc. that all of its employees be free from harassment, discrimination, and retaliation. This form is provided for you to report what you believe to be harassment, discrimination, or retaliation so that CCLC, Inc. may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment, discrimination, or retaliation.*

*If you are an employee of CCLC, Inc., you may file this form with the Lead Teacher or Board President.*

*Please review CCLC, Inc.'s policies concerning harassment, discrimination and retaliation for a definition of such unlawful conduct and a description of the types of conduct that are considered unlawful.*

*CCLC, Inc. will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, CCLC, Inc. will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, CCLC, Inc. will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged offender.*

*In signing this form below, you authorize CCLC, Inc. to disclose to others the information you have provided herein, and information you may provide in the future. Please note that the more detailed information you provide, the more likely it is that CCLC, Inc. will be able to address your complaint to your satisfaction.*

*Charges of harassment, discrimination, and retaliation are taken very seriously by CCLC, Inc. both because of the harm caused by such unlawful conduct, and because of the potential sanctions that may be taken against the offender. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.*

Your Name: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Alleged Incident(s): \_\_\_\_\_

Name of Person(s) you believe harassed, or discriminated or retaliated against you or someone else:

\_\_\_\_\_

List any witnesses that were present: \_\_\_\_\_

\_\_\_\_\_

Where did the incident(s) occur? \_\_\_\_\_

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

needed):

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I acknowledge that I have read and that I understand the above statements. I hereby authorize CCLC, Inc. to disclose the information I have provided as it finds necessary in pursuing its investigation.

I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Signature of Complainant

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Received by: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX B

### INTERNAL COMPLAINT FORM

Your Name: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Alleged Incident(s): \_\_\_\_\_

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

List any witnesses that were present: \_\_\_\_\_

Where did the incident(s) occur?  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Signature of Complainant

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

To be completed by CCLC, Inc.:

Received by: \_\_\_\_\_

Date: \_\_\_\_\_

Parent Handbook

CASPAR CREEK LEARNING COMMUNITY

2020-2021







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## WELCOME

Welcome to the Caspar Creek Learning Community (CCLC).

Caspar Creek Learning Community was founded in Mendocino, California in the summer of 2000 as part of Mattole Valley Charter School, our charter school partner until 2018, when we joined Pivot Charter School North Bay for the 2018-2019 and 2019-2020 school years.

Since then, Caspar Creek has become an independent charter school authorized by Mendocino Unified School District. It has been exciting to see the realization of our vision to create and sustain a locally-affiliated public education alternative for families on the Mendocino Coast.

This handbook was designed to help you better understand our learning community. Please read it thoroughly. If you have any questions or comments, please share them with us. Through clear communication and understanding, we hope to create a safe and successful learning environment for our students.

## MISSION

The mission of the Caspar Creek Learning Community is to prepare kindergarten through fifth-grade students to be socially literate, to calculate and think logically and to read, write, and speak clearly. Students will be taught respect for the earth and encouraged to become life-long learners engaged in community life. This will be achieved through small class sizes, multi-age classroom environments, interactive learning with peers and staff, project based learning, developmentally appropriate use of technology, active involvement of parents and other community members, and the use of the natural habitat provided by the seven acres adjacent to Russian Gulch State Park on which our learning center is situated, as well as the surrounding Mendocino coastal area. Our learning community serves students and their families living on the Mendocino Coast.

## PHILOSOPHY

The parents and faculty of the Caspar Creek Learning Community believe that our children's educational experience can have a huge impact on the quality of their entire life. We believe that the most desirable school experience, and education, happens in an environment where students are known individually and personally, where they receive direct, high quality attention, where their actual needs are being met, and where their potential is being realized. We want our children to grow and learn in an environment where they are respected, and taught to respect each other. CCLC emphasizes social development, including teaching and practicing conflict resolution skills. Our goal is to lay the foundation for an education that helps our children grow into creative, truthful, compassionate adults who continue learning and contributing meaningfully to society throughout their lives.

CCLC has two (or sometimes three) full-time credentialed teachers, several full- and part-time aides, a Site Coordinator, and approximately forty students. We welcome the whole child (body-mind-spirit) into our learning community. In order to help each student reach his or her highest intellectual potential, we strive to listen to, respect, support, and lovingly care for every individual. Each child makes an important contribution to our community. Adjustments in lessons and daily routine occur often, to address the varying needs and rhythms of our student population. Our morning circles are always a place for listening, understanding, and communicating.

A unique and important aspect of the Caspar Creek Learning Community is the attention we give to emotional needs. We believe it is imperative that children develop an emotional intelligence (self-awareness and a verbal ability to communicate feelings). By modeling and practicing skills of effective communication children develop tools for social success.

We use the Trust Circle to solve social problems that can arise out of living together in an active,

evolving, human community. The Trust Circle is a commitment to solving problems through listening. It is important work in which we really listen and speak our true feelings without judging others. Please refer to the discipline section for more information on the Trust Circle.

We also give attention to the underlying issues that cause statements such as, “I don’t want to read that book,” or, “This math is boring.” Energy for intellectual growth is most available when basic needs can be met and core emotional issues are addressed.

We do not believe any one method or curriculum holds a perfect answer and solution for everyone. Rather than focus on a specific curriculum, we are observant of individual style, personal energy, and group dynamics. We tailor academic work to the needs of each learner. CCLC students work independently, in small groups, and in whole group lessons. In small groups, children practice cooperation and benefit from the excitement born of shared ideas. During our whole group multi-age lessons, children develop empathy, community interest, and social growth. Parents are an important part of student learning, and as a community we depend on family involvement to help with enrichment.

## CURRICULUM

We remain aware of and draw from the current state standards for development of our curriculum. Although we meet or exceed these standards, we do not teach standardized text and, as a mixed-age, multi-grade program, we do not teach each grade standard to each grade every year.

In the kindergarten-first grade program, children are allowed to blossom in their own time. We nurture head, heart and hands. Our days are filled with singing, movement, painting, planting, cooking, and listening to the glorious language of stories. Each day is woven with a comforting rhythm. This natural flow allows a breathing in and a breathing out, expanding through outdoor play and large motor activities, and coming together quietly through morning circle or story time. An important part of our curriculum is the time we spend learning to get along and be a community of caring, supportive friends. A reverence for the earth is cultivated. Our K-1 classroom is one of simplicity, and we care for it well.

In this age group, it is through listening to stories, playing with language, memorizing verses, deciphering patterns, copying forms, learning songs, internalizing dances, measuring ingredients, observing plants and animals, and learning how to get along with others that the real “academic” work occurs.

First graders will be supported to read, write, and uncover the world of mathematics in a deeper way. They will continue exploring their surroundings, all the while learning about the world around them. In the K-1 program our goal is for each child to find a deep sense of belonging and to grow in an unhurried, organic way.

Our second through fifth grade students are often divided into groups according to their age and ability during reading/writing and mathematical reasoning. We often have mixed groups for other subjects. Our language arts program includes a variety of teaching methods: phonic skills practice for use in the context of reading and writing, to whole language prewriting activities; shared jokes to literary analysis; spelling practice to creative and didactic writing. Our mathematical reasoning instruction includes work with geometry, algebra, standard algorithms, manipulatives, measuring, diagrams, and estimation—all with the intention of creating overall comfort with numbers and mathematical concepts. We support and encourage a love, enthusiasm, and exploration of the arts and sciences with crafts, music, hands-on history and science, and many ongoing projects and themes.

### *Home Study Option*

CCLC may at times offer a home study option for K-5 students who do not participate in in-person classes and activities. At a prescribed interval (at minimum, every twenty learning days, or at least once each month), the teacher and home study family meet to plan curriculum and evaluate completed work.

## HOMework

The homework issue/decision comes up frequently and is met with as many differing opinions as we have families. Our basic philosophy is that homework has some value. Homework should not be so burdensome as to create disaster and anguish at home; this defeats the purpose of the homework. It should not require so much time that children cannot play and enjoy family time. Homework is a helpful way to increase practice in some skills and understand that learning is done wherever you are, not just in classes. For students who are not yet reading for pleasure, homework helps develop the habit of regular reading. When homework is initiated, it is ideal to have students at the age and readiness so that they may take full responsibility for their own study/homework.

Our basic plan is to provide any participating student with some math and reading work. The assignments go home each Monday and are due the following Thursday. This gives three nights to plan the time for doing the assignments. It gives us time on Thursday and Friday to follow up with any student who had difficulty with the assignments or who has not completed the work.

It is essential that families desiring homework understand their obligation. Although it should not be necessary for you to ‘do’ your child’s homework with them, your support in providing the appropriate time, place, and routine is critical. Your availability to assist, if there is need, is often an asset. None of us work well when hungry, tired, or distressed. If you do choose the option of regular homework, we will expect that it is completed and brought to the learning center on the due date. If a situation arises and a student is unable to complete homework by the due date, parents can write a note excusing their child for the week or requesting a later due date. If homework is not complete and no note is sent to teachers, students will be asked to complete homework during break time.

Family life for many seems to involve lots of scheduled activities and long parental work hours. For some, it may be impossible to fit homework into complex life styles. Therefore, you may opt to have no homework. You may choose this option for the entire year or during especially stressful times. Homework is not assigned to kindergartners. We expect all children in second through fifth grades to read at home every day, whether or not there is an assignment.

## GOVERNANCE STRUCTURE

Caspar Creek Learning Community is a directly funded independent charter school operated by Caspar Creek Learning Community, Inc., a California non-profit public benefit corporation that has been designated by the Internal Revenue Service as a 501 (c) (3) tax-exempt organization. Authorized by Mendocino Unified School District, Caspar Creek Learning Community operates autonomously under MUSD’s oversight.

Caspar Creek Learning Community, Inc. is governed by the Caspar Creek Learning Community, Inc. Board of Directors in accordance with its adopted corporate bylaws.

## ADMISSIONS

### *Enrollment*

All students who are interested in enrolling at Caspar Creek Learning Community are required to complete an application for admission. Applications are available online or at the resource center, and completed registration forms can be submitted online, through email, postal mail or in person at the resource center.

No specialized admission tests are required; however, tests may be administered after admission to determine the proper placement of students. All students who wish to enroll in the Charter School are admitted, unless the number of applications exceeds the number of seats available. An open enrollment period is held to determine the number of applications for admission.

If the number of applications exceeds the enrollment capacity by an enrollment deadline established by the Charter School Board, a public random drawing is held. Existing students of the Charter School have an automatic right to continued enrollment in the Charter School should they wish to do so and shall not be included in the public random drawing. Caspar Creek Learning Community grants admission preference in the public random drawing as follows:

- Siblings of students admitted to or attending Caspar Creek Learning Community
- Children of Caspar Creek Learning Community employees
- Residents of the Authorizing District

The Charter School and the District agree to adhere to the requirements related to admission preferences as set forth in Education Code Section 47605(d)(2)(B)(i)-(iv).

The Board of Directors will make all necessary efforts to ensure lottery procedures are fairly executed. Lottery spaces are pulled in order of grade level by the designated lottery official (appointed by the Lead Teacher). Separate lotteries shall be conducted for each grade span in which there are fewer vacancies than pupils interested in attending. All lotteries shall take place on the same day in a single location. Lotteries will be conducted in ascending order beginning with the lowest applicable grade level. There is no weighted priority assigned to the preference categories; rather, within each grade level, students will be drawn from pools beginning with all applicants who qualify for the first preference category, and shall continue with that preference category until all vacancies within that grade level have been filled. If there are more students in a preference category than there are spaces available, a random drawing will be held from within that preference category until all available spaces are filled. If all students from the preference category have been selected and there are remaining spaces available in that grade level, students from the second preference category will be drawn in the lottery, and the drawing shall continue until all spaces are filled and preference categories are exhausted in the order provided above.

At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be given the option to put their name on a wait list according to their draw in the lottery. This wait list will allow students the option of enrollment in the case of an opening during the current school year. In no circumstance will a waitlist carry over to the following school year.

Public random drawing rules, deadlines, dates and times will be communicated in the application form and on the Charter School's website. Public notice for the date and time of the public random drawing will also be posted once the application deadline has passed. The Charter School will also inform parents of all applicants and all interested parties of the rules to be followed during the public random drawing process via mail or email at least two weeks prior to the lottery date.

The Charter School will conduct the lottery in the spring for enrollment in fall of that year.

All current students who wish to re-enroll for another school year must complete a re-enrollment form by the deadline provided, along with the paperwork required, each Spring semester. Parents and adult students will receive communication regarding re-enrollment by email and USPS mail at least one month prior to the deadline. Once the school reaches its capacity, all additional applicants will be placed on a wait list, based on their draw in the lottery. If necessary, a public lottery will be held where students will be drawn at random as described above, by a provided temporary ID number, to determine enrollment anytime within the school year when a vacancy or enrollment position becomes available. All names not selected during the first lottery will be placed on a wait list. Wait lists do not carry over from one school year to the next.

#### *Waitlist and Subsequent Lottery Procedures*

- Caspar Creek Learning Community will maintain a waitlist, populated based on a lottery draw, once the school reaches maximum enrollment capacity. Students will be placed on the waitlist

when we have received a completed enrollment packet including all required ancillary documents.  
*Note: Drop slips and drop grades are not included in required documentation.*

- Following the initial open enrollment deadline, for applications received after the deadline, Caspar Creek Learning Community will conduct a public lottery drawing at 2:00 pm every Monday, except for holidays, if space becomes available.
- Caspar Creek Learning Community will announce all upcoming drawings on our website.
- If there are openings, families on the waitlist will also be sent an email by 12:00 pm on the day of the public lottery drawing notifying them that the lottery will take place. Families do not need to physically attend the lottery.
- To ensure confidentiality, Caspar Creek Learning Community will use a temporary ID number assigned to each student to draw students from the waitlist.
- After the public lottery drawing, families will be informed by 3:00 pm if their student's temporary ID was chosen in the drawing. If you do not receive an email and phone call, you can assume your student was not chosen from the drawing.
- Caspar Creek Learning Community will only draw for the number of spaces that became available the prior week.
- Families will have until the Wednesday immediately following the public lottery drawing by 5:00 pm to inform the Site Coordinator if they are accepting the enrollment spot, effective immediately.
- In order for a student to begin enrollment at Caspar Creek Learning Community, withdrawal grades will need to be provided. Withdrawal grades must be submitted within one week of being awarded the enrollment spot from the lottery draw or the student may lose their enrollment space.
- If a chosen student is not ready to enroll immediately at Caspar Creek Learning Community or is unresponsive, then the enrollment space will be forfeited, the family will be removed from the waitlist (unless they inform the Site Coordinator of their desire to remain on the waitlist, in writing), and the school may fill the spot at the next public lottery drawing.

### *Changes in Student Information*

Please inform the learning center staff in writing at once of any changes in the information contained in the enrollment forms you completed at the beginning of the school year.

### *Withdrawal Procedure*

Our learning community's small size and budget make it necessary to maintain stable enrollment by filling vacancies as soon as they occur. To help us accomplish this, please notify the teachers as far in advance as possible of your intention to withdraw your child. A minimum of two weeks prior to your child's last day of enrollment is appreciated.

### *Learning Community Directory*

Each year we create a learning community directory that lists each student's name, parent/guardian name(s), address, home & work telephone numbers, and email addresses. It is the policy of the learning community to distribute this information to all families unless a parent or guardian notifies Learning Center staff otherwise in writing. The information on this list is for learning community related use only.

## ATTENDANCE

Your child's consistent attendance is very important to her/his success and contributes to the unity and success of the learning community. Many of the lessons are presented orally and as group interactions. A student who is frequently absent may find it difficult to make up work or fully understand the material.

### *Arrival & Dismissal*

The resource center opens at 8:30 AM. Students should arrive between 8:30 and 8:50 AM. Kindergarten classes are in session from 9:00 AM until 12:30 PM. First through fifth grade classes are in session from 9:00 AM until 3:00 PM; Friday classes end at 12:30 PM for all grades. Students may arrive no earlier than 8:30 and parents are encouraged to bring children to the learning center no later than 8:50. Arriving early gives children time to socialize, run outside and/or settle in before classes begin. Each day begins with an opening circle at 9:00 AM and often ends with a closing circle. This rhythm helps the children get centered in their learning environment. Please be mindful of the arrival time to ensure a successful start to your child's day. This will benefit your child and the whole community.

CCLC closes at 3:00 PM (12:30 PM on Fridays). Please pick up your child promptly. At closing time, children are expected to wait in the buildings or in the play yard for parents to pick them up. Please park your car and walk into the play yard to get your children. Children will not go to the parking area to find a parent. We ask that drivers exercise extreme caution in our parking areas, never exceeding 5 mph.

### *Carpool & Bus Transportation*

CCLC staff must be notified of all car pool arrangements and must be notified in advance, in writing, if anyone other than you or those on your emergency form will pick up your child. Please also inform your child at least daily of what their current carpool arrangement is.

In some school years, one-way bus service from CCLC to the Community Center of Mendocino's After-School Enrichment Program is available for a nominal fee by arrangement with a local transportation provider. In the event this becomes available, details will be provided.

### *Absences & Tardiness*

Parents should call and inform the CCLC staff anytime a child will be late or absent so we can hold a place and make adjustments to plans for the day. In a small learning community everyone counts (a lot)! Please make it your priority to have your child arrive on time. Students arriving late often interrupt ongoing activities and miss important parts of class meetings and decision-making.

We ask you to keep children home when they are ill. Parents will be called to pick up a child with a communicable illness.

Please let the CCLC staff know as soon as possible when your child will be absent from classes. For extended absences (five days or more), we will work with you to arrange activities for your child to complete while away.

### **SPECIAL NEEDS**

Children grow and learn at their own rate, and may not always progress or perform at grade level in every aspect of their academic life. Caspar Creek Learning Community offers state mandated services for learners who require special accommodations. When teachers or parents are concerned about a student's academic progress, extra classroom accommodations are implemented. The teacher also works together with the parents to determine at-home support options.

Parents have a right to advocate for their child's education, and can play an active role in getting their student's needs met. If either a teacher or a parent desires additional academic support, the procedure described below is followed. The following is a rough outline of procedures that are described in much greater detail in the charter petition, and is not meant as a complete recital of procedures:

- A written referral is sent to the school psychologist.
- The school psychologist schedules a Student Study Team (SST) meeting with the parents, teacher, and any other person involved with the child's academic progress. During this



meeting, the team determines whether the student needs help by remediation only, or needs to be referred for formal assessment to determine eligibility for Special Education services.

- The school psychologist and resource specialist conduct the evaluation.
- If eligible for special education services, the school psychologist, resource specialist, parents, and the teacher meet. At this meeting, necessary services are identified and an Individual Education Plan (IEP) or 504 plan, with clearly defined goals and objectives, is created.
- Each year the resource specialist, parents and teacher attend an IEP review meeting.
- Every three years the student is reassessed.
- The resource specialist visits the CCLC site regularly to evaluate the students who have IEP's or 504 plans and to supervise the delivery of direct services on site.

Parents are encouraged to check in regularly with their child's teacher and bring any suggestions, questions, or concerns to them. For further information about IEP's or 504 plans, talk to your child's teacher, our Site Coordinator, or contact the resource specialist or school psychologist.

## PARENT EXPECTATIONS AND PARTICIPATION COMMITMENT

**Families of Caspar Creek Learning Community students are expected to be active participants in their child(ren)'s education and in the learning community.** This participation is essential to our continued success. Parents of a child enrolled in CCLC have responsibilities not typically associated with public schools.

First and foremost is a willingness to understand and embrace the philosophy of the learning community. Parents who embrace and support this educational philosophy at home enhance the students' experience at the learning center. To that end, parents are asked to read this handbook in its entirety.

Parents are asked to help the students develop a sense of responsibility and a commitment to active learning community participation. We would like you to discuss your child's learning with your child and with the teachers, to read to—and with—your child frequently, and to provide an appropriate setting and schedule for homework. Please also provide for your child's adequate rest and nutrition and regular, punctual attendance so that they will be ready and able to participate in their day at the learning center.

Families of the students of the CCLC are expected to contribute in the following areas:

### *Work Days*

There will be scheduled family workdays a few times over the school year to assist in maintenance of the buildings, outdoor areas and play equipment.

### *Parent-teacher conferences*

Parent-teacher conferences are scheduled every fall for each child, and in the spring by request. Conferences can also occur throughout the year, as per teacher or parent request. Conferences are important opportunities for you and your child's teacher to share information and insight. Parents are encouraged to use this tool any time you have a question or concern.

### *Donations and Fundraising*

As part of the original vision of our learning community, it was necessary to create opportunities to augment the state-provided funding. This relies on two main sources of revenue: fundraising events, and direct parent donations. Parent involvement in our fund-raising events is essential to their success. It also serves to enhance and cultivate the sense of community that is integral to our philosophy. See 'Donations and Fundraising' in the following section for more info.

### *Helping in the Classroom*

Parents are often eager to help in the classroom and this is greatly appreciated. Some parents are

unable to help in the classroom and support our community in other ways. In the K-1 classroom there is a monthly sign-up sheet. Parents volunteer for about an hour and a half to help with morning or afternoon activities. In the second through fifth grade classrooms parent help out by contacting teachers and scheduling times to come in. Some parents help out with specific projects while others help on a regular basis.

## OTHER IMPORTANT WAYS TO CONTRIBUTE:

### *Donations and Fundraising*

Our state funded budget covers only part of the cost of operating our program. Without additional funding, many of the qualities that define our learning community—its small scale, the mixed-age environment, and, in particular, the excellent student to teacher ratios, are simply not feasible.

Caspar Creek Learning Community, Inc. makes up the shortfall. Tax-deductible direct donations from our learning community families to CCLC, Inc., a 501 (c) (3) tax-exempt nonprofit, are a crucial part of the financial picture. In fact, since its inception, about half of all fundraising revenue has come directly from our learning community's families. It's imperative that we continue to cultivate this steady stream of support for our learning community.

Caspar Creek needs the support of every family. The recommended donation of \$100 per enrolled child per month is what is needed to make our learning center and community sustainable. We ask each family to make a commitment to support our learning community in this way. If you are able to donate more generously, please do, as the diversity of circumstances within our learning community means there will be some who cannot contribute financially. Or, perhaps your circumstances are such that a lump sum is convenient.

Donations to Caspar Creek are not required, and will be kept confidential. No distinction will ever be made based on donations. There are many ways that each of us contributes to the learning community, and all are valuable. If you have questions or would like more information about the nonprofit and its role, please feel free to contact any board member.

### *Skills & Talents*

We often request help from parents with particular areas of expertise to help with special work projects and/or curriculum enrichment. If you have a skill or talent that you would like to share with our learning community, please contact the teachers.

### *Coordinators*

There are several volunteer coordinator positions that need to be filled at the beginning of each year. Written descriptions can be found in the Learning Community & Governance Structure section of this handbook. In addition, there are the following assigned roles to be filled: Cup washer, towel washer, head lice coordinator, carpooling coordinator, waste and recycling manager, and supply coordinator (monitors stocks of cleaning supplies and toiletries). A comprehensive list with descriptions and current assignments is available on the Caspar Creek website. Please speak to a teacher, the Site Coordinator or a board member if you would like to volunteer for one of these.

### *Governing Board membership*

The Governing Board of Caspar Creek Learning Community, Inc. conducts strategic planning for the learning community to ensure that it achieves its mission while remaining financially sound. The board consists of five to seven volunteer members selected for their knowledge and abilities to oversee the

charter school. Please contact the board president if you are interested in being considered for board membership.

### *Field Trips*

Staff and/or parents, who are licensed, insured drivers, may at times provide transportation for field trips. On many outings, parent volunteers will be sought to help supervise and transport the children.

Parent field trip drivers must be approved by the Lead Teacher, pass a CADOJ background check, submit a TB Risk Assessment or test, and have valid driver's license, a good driving record, and current liability insurance with bodily injury coverage meeting prescribed minimums (unless driving a provided rental vehicle). Parent vehicles must be in good working order, including the seat belts. In addition, parents must only carry the number of children for which their vehicle was designed. All children must wear seat belts and use booster seats as required. California law requires children under the age of 8 to be secured in a car seat or booster seat in the back seat. Children under the age of 8 who are 4' 9" or taller may be secured by a safety belt in the back seat.

## STUDENT EXPECTATIONS

### *Food*

Students should eat a nutritional and adequate breakfast at home each morning, and bring both a lunch and a mid-morning snack from home daily. Kindergartners bring snack only. We have a hot water pot in the upper building for use by everyone.

Often students are so active at the learning center that they eat more than their parents expect. We like to see nutritious and well-balanced foods being consumed by students. Many students who eat refined sugar and/or chemical products have difficulty concentrating in class. This can lead to disruptions for all students. Please refrain from bringing foods and drinks with artificial ingredients and preservatives, and those in which sugar is a main ingredient. Please do not bring candy, gum, or sweetened soda to the learning center.

Please bring a mug from home for drinks of water and for Friday afternoon tea. Mugs occasionally get broken, so please don't bring a family heirloom. Kindergartners and first graders should also bring a bowl. We ask that you take home all garbage and recyclables that result from your lunches and snacks.

### *Attire*

Please wear washable, comfortable clothes to the learning center. We do a lot of outside activities, including spontaneous hikes, and use a lot of paint, glue, clay, etc. Kindergartners and first graders should have a complete extra set of clothing at school. For second through fifth graders the extra set of clothing is optional.

It is important that each student have comfortable, supportive shoes at the Learning Center for walks, sports, and play. If you are not wearing these shoes, bring some "sport" shoes with you or keep a spare pair in your cubby, so they are available when needed.

Please wear or bring rain boots and a raincoat during wet & rainy weather, as we often still go outside. Please provide an extra pair of shoes, or slippers, so we can leave wet or muddy rain boots outside.

### *Classroom Behavior*

We will provide a learning center environment that fosters cooperation, responsibility, and respect. The teachers will communicate their expectations to the students and will determine an appropriate consequence if a student disregards those expectations.

At all times, we expect the students to clean up after themselves and each other.

Please do not bring toys or materials that promote violence, racism, or gender stereotyping to the learning center.

## DISCIPLINE

Caspar Creek Learning Community teachers endeavor to model appropriate behavior and respect, using preventative management strategies, and helping the children with problem solving and conflict resolution. They actively pursue a healthy rapport with each student, looking for and commenting on positive behaviors, and validating efforts and progress, as well as arranging the physical environment, curriculum and activities to engage and inspire the students. These types of encouragement build self-esteem, confidence and security, and produce a desire for self-discipline in the students.

Disagreement may arise in any community; such differences are an inevitable consequence of human interaction. As described in our philosophy statement, CCLC puts emphasis on discovering the underlying reason of any problem that arises. Teachers urge the children to express their feelings so that resolutions can be reached.

The primary tool for addressing problems that arise in our learning community is the Trust Circle. We work to really listen, and speak our true feelings, without judging each other. When trust grows and there is no fear of punishment children are willing to take responsibility for their actions. It is often the bully or the perpetrator of the “crime” that most needs loving understanding. We have witnessed much growth and amazing courage and caring in children as a result of the Trust Circles.

We aim to teach children to resolve disputes creatively. In a most situations, the parties involved resolve the problems between themselves.

We find it important for our teachers to be aware of changes that occur at home. Because events such as separation, moving, births or deaths can affect the child’s behavior, the teachers can be sensitive to those problems if they are so informed. We believe that education should be a joyful and positive experience for each child. To achieve this end, we wish to emphasize the importance of sound communication between parent and teacher.

## FAMILY LIFESTYLE CONSIDERATIONS

Because we believe that it is helpful for the student’s home life to provide consistency with the teaching philosophy of the learning community, we encourage you to include the following items in your lifestyle:

### *Nutrition & Rest*

It is important to place value on good nutrition and to make a commitment to choosing low-sugar foods.

Proper rest and a healthy breakfast are important. A student’s successes and achievements are very much influenced by appropriate diet and rest.

### *Student Support*

Regular and punctual attendance is necessary. It is best that children arrive ten to twenty minutes before classes begin, and they must be picked up promptly at dismissal time. Arriving at least ten minutes before classes begin allows the student time to acclimate to being at the learning center, and allows us to begin our program promptly and smoothly with all present.

Be familiar with the homework policy. Set up a reasonable time and space for homework. Contact your child’s teacher if concerns arise over homework.

### *Family Participation*

Incorporate your child's help in your daily activities in order to help them develop a sense of responsibility, importance and belonging in the family. Allow plenty of creative play time at home and have constructive activities available for your child. Read to your child every day, even if they can already read by themselves.

### *Television*

We request that our families put forth a conscious effort to minimize or even eliminate the use of television, videos, video games, computer games and feature movies for children's entertainment and education. Encourage interaction with the environment rather than being passively entertained. Development takes place by interaction and observation, not by observation alone.

## PARENT VISITATION

### *Morning Circle*

We prefer to have parents visit during Morning Circle only when they have some specific business that they would like to bring to the circle. Having people visit during Morning Circle has sometimes been uncomfortable for children whose parents are not available, or who are shy about speaking when different adults and visitors are present.

### *Visitation*

Caspar Creek Learning Community has visiting days scheduled in the spring for prospective students and their families. To be notified of these dates, or for other individual needs, please contact the Site Coordinator. Appointments for visiting will be arranged by the enrollment person and the teachers.

### *Helping in the Classroom*

Parents are often eager to help in the classroom and this is greatly appreciated. Some parents are unable to help in the classroom and they can support our community in other ways. In the K-1 classroom there is a monthly sign-up sheet. Parents volunteer for about an hour and a half to help with morning or afternoon activities. In the second through fifth grade classrooms parents contact teachers and schedule times to come into the classroom. Some parents help intermittently with specific projects while others help on a regular basis.

## FIELD TRIPS

The students go on several field trips throughout the school year. Parents will be notified of trips ahead of time, usually in a newsletter and/or by special notice. However, students may sometimes participate in spontaneous field trips (usually walks).

Field trip transportation is provided either by bus, when available, or by staff and/or parents who are licensed, insured drivers, in their own vehicles, or, at times, in rented vehicles. On many outings, parent volunteers will be sought to help transport the children, and to facilitate a safe, fun, and interesting learning experience for all of the students. However, it has proven to be in the children's best interest to have the minimum number of adults necessary for the trip, and thus additional parents will not ordinarily accompany the class.

California law requires children under the age of 8 to be secured in a car seat or booster seat in the back seat. Children under the age of 8 who are 4' 9" or taller may be secured by a safety belt in the back seat. If your child still legally requires a car booster seat, please leave one at the learning center on the day of the field trip.

If you are interested in helping teachers coordinate field trips, please let them know. See page 7 for more

details.

## COMMUNICATION

### *Parent Information Boards*

There are bulletin boards in both buildings where information for parents will be posted. This area is used for announcements such as parent meetings, class schedules, field trip and meeting information, and all newsletters sent home are posted there. The school operations fund 'in box' is also located there.

### *Emails from Teachers*

Email via the Caspar Creek Listserv is an important channel of communication at Caspar Creek. It may be used to deliver important information on field trips, meeting dates, classroom activities, etc. Please be sure to read these in a timely manner, as they are often used to convey important items to you.

### *Communication with the Parent Advisory Council*

Governing Board meeting minutes are available on the web. When necessary, the board may e-mail information out to the entire parent body. If you have suggestions or concerns, please direct them to a teacher, the Site Coordinator, or to the board president. We welcome your ideas and feedback.

### *Conferences*

Parent-teacher conferences are scheduled every fall for each child, and in the spring by request. Conferences can also occur throughout the year, as per teacher or parent request. It is helpful to notify the teachers of any changes happening at home that may affect the child (moving, death, birth, etc.) Parents may request a conference at any time.

### *Concerns*

When you have a concern about your child, an event, or a practice at the Learning Center, the best first step is having a conversation with your child's teacher(s). We are committed to making your child's education experience as positive as possible. Please remember that teachers need to *know* about problems before they can address them.

### *Concern Procedure*

If resolution of a classroom problem is not achieved between teacher and parent, either a parent or the teacher may bring the matter to the board. All formal grievances should be in writing, explaining the problem clearly and concisely, should include a signature and date, and be presented to the Lead teacher, Site Coordinator or board president. Any of the above can provide a form for this purpose.

### *Telephone Calls*

Students may use the learning center phone during breaks. Calls to the resource center during class hours are routed to voice mail by default. In an emergency, the caller may ring through to the classroom.

### *Telephone Communication*

Each year a family directory is created and distributed to the parent body. Phone contact data is also put into an automated calling system. In situations when everyone needs to be contacted quickly all families are called or texted with the same message. Examples of this might be a weather-related learning center closure, or a change in a meeting time.

## HEALTH AND SAFETY

An emergency information sheet must be on file for every student and should include a signature allowing learning center staff to request medical intervention in case a parent or designee cannot be reached. This

information is used to contact you if your child becomes ill during the day, is confused about after-school plans, or in any emergency situation. It is very important to have two additional emergency numbers listed for your child besides your own. It is extremely important that you keep us informed of any address or phone number changes.

### *Illness*

Please notify the learning center staff at once if your child becomes ill with a communicable disease. This allows us to keep an eye out for children that may be starting to show symptoms of illness. Please do not give your child a fever reducer before bringing the child to the learning center—children with fevers need to stay home and rest. If your child becomes ill at the learning center and we are unable to contact you, we will attempt to notify one of the other people listed on your child's emergency sheet.

If your child has been ill, please be sure he/she has completely recovered before returning to the learning center. Often additional time for recuperation (resting, etc.) is needed after the acute phase of an illness is over. A child who is not feeling well is not likely to learn easily and is likely to become tired, irritable, and disruptive. It's better for your child to return well and rested. In the case of a serious illness or injury, learning center staff may require information from your doctor or hospital.

Please do not send medication to the learning center with your child. Instead, please bring it to one of the teachers yourself, with explicit, written instructions for its use. Staff cannot administer medication to children without written parental permission.

### *Injuries*

If a student suffers a very minor injury, it will be treated at the learning center. The staff holds current first aid and CPR certification. In the event of a more serious injury, the staff will make an immediate attempt to contact a parent. If one cannot be reached, they will call the child's physician. If necessary, an ambulance or paramedics will be called. Until the arrival of a parent, physician, or ambulance, the staff will be in charge and make all decisions about the care of the child. Parents will be held responsible for any resultant expense.

### *Head Lice*

Anyone can get head lice. If you discover lice on your child, or on any member of your family, it is important for you to immediately inform a teacher, the head lice coordinator, or the point person. Then all families will be notified and asked to check all family members. We have a detailed written head lice policy that will be distributed and instituted immediately upon the discovery of head lice in our learning community. This policy outlines the roles, responsibilities and expectations of parents, staff, and students in controlling and preventing an outbreak of lice. Copies of our policy are always available. Our volunteer head lice coordinator will provide detection and treatment information and resources.

Because lice are so easily transmitted, we will strictly enforce a "nit-free before return" policy, meaning that any students that have had head lice may not come to the learning center until their heads are free from lice and nits, and will be checked by a teacher or assistant before being allowed to return to class. Stigmatizing, blaming, or ostracizing is not tolerated in our learning community. The management of head lice is a community-wide issue that we all must contribute to in a cooperative, respectful, sympathetic, and supportive manner.

### *Immunizations*

Current state law requires your child to be up to date on all required immunizations or have a Medical Exemption from a licensed health care provider on file with us. Please check with your child's physician for the current requirements. Please keep your immunization record or Medical Exemption on file at the Learning Center current.

### *Emergencies*

We have emergency procedures that will be followed in the event of an emergency or disaster. Your child will be cared for until you are able to pick them up. In the event that the buildings must be evacuated, there will be notification posted as to the location of your child.

In the case of a power outage, the Learning Center will be closed. Someone will remain at the center or at a safe nearby location until all the children have been picked up.

### *Drop-off, Pick-up, and Parking*

Please do not leave your car where it may block the passage of another. One handicapped parking spot is available. Please use extreme caution in our parking area, never exceeding 5 mph.

To prevent confusion at the end of the day with pick-ups, late arrivals, and children walking through the parking area, we are asking that children leaving the Learning Center wait with a teacher until their ride is here. This will help us know more quickly when a child is in need of our help and attention to secure transportation. It hopefully will also ensure that no child wanders behind a car unnoticed.

We strongly encourage families to form carpools to conserve energy and minimize congestion at drop-off and pick-up time. However, the Learning Center staff must be notified of all carpool arrangements and must be notified in advance writing if anyone other than yourself or those on your emergency form is to pick up your child. Please also inform your child regularly of what their current carpool arrangement is.



## PARENT COMMITMENT CONTRACT

Families of Caspar Creek Learning Community students are expected to be active participants in their children's education and in the learning community. This participation is essential to their continued success. We ask for your agreement with the following:

**I have** reviewed the online parent handbook sections describing Caspar Creek's philosophy, policies, and lifestyle recommendations.

**I will** participate in learning community meetings, parent-teacher conferences, learning community events and activities, fundraisers, help with maintenance projects and work days, and participate in fundraising activities such as raffles and events.

**I understand** the importance of direct parent donations to the sustainability of Caspar Creek, and will participate in this program to the best of my ability.

**I understand** the advantages of my child's regular and punctual attendance at provided classes. I understand that it is best that children arrive at the learning center ten to twenty minutes before classes begin, and that they must be picked up promptly at closing time.

**I agree** to actively communicate with the teachers, and to **read and respond to CCLC email** and other communications in a timely manner.

**I/We have read the above contract and agree to the stated obligations.**

Signature(s):

---

---

Child's name(s):

---

---

Date signed:

---

## PHOTO RELEASE




☐ Yes ☐ No **I/We agree** that CCLC may periodically create and publish photographs that may include images of my child on our website, in social media or in print publications, in connection with the promotional or fundraising activities of Caspar Creek. \_\_\_\_\_ (Please Initial)

Please sign and return one copy to your child's teacher, and keep the other for your records.

# Health and Safety Manual

Caspar Creek Learning Community 2020-2021



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## INTRODUCTION - SAFETY

Emergency Operations Plan (EOP), also known as the “All Hazards Emergency Planning and Management Plan” involves the prioritization of life safety, incident stabilization, and property protection, in that respective order. Once life, incident and property has been secured, sustained, long-term continuity of critical operations can occur. The objectives of the EOP and BCP program are to ensure that Caspar Creek Learning Community responds to, and recovers from a major incident at the facility.

Regulatory compliance is a critical aspect of Caspar Creek Learning Community disaster preparedness program, and its corporate responsibility. It is a responsibility that the senior leadership at Caspar Creek Learning Community takes very seriously, and this document represents one aspect of the due diligence necessary when administering a charter school in California.



The purpose of the EOP for Caspar Creek Learning Community is to serve as a framework of disaster response and provide the facility with protocols, activities, and checklists for an organized disaster response. The Administration of Caspar Creek Learning Community fully supports the emergency planning, training, and exercising of this Emergency Operations Plan.

## Preparedness

Site Administrator will ensure staff and student preparedness by following the policies provided from the Administration of Caspar Creek Learning Community. Staff will ensure preparedness by following the policies and trainings provided by Caspar Creek Learning Community.

## Response

Site Administrator is responsible for all aspects of the response, including development of incident objectives and managing incident operations. The Site Administrator shall consider the following course of action when responding to an emergency situation:

- Establish immediate priorities especially the safety of responders, other emergency workers, bystanders, and people involved in the incident.
- Stabilize the incident by ensuring life safety and managing resources efficiently and cost effectively.
- Determine incident objectives and strategy to achieve the objectives.
- Establish and monitor incident organization.
- Approve the implementation of the written or oral Incident Action Plan.
- Ensure adequate health and safety measures are in place.

Site Administrator will utilize Caspar Creek Learning Community Policies and Administration, Support Staff, onsite Staff and local emergency services to implement the Health and Safety Manual procedures.

All information to external sources and media contact will be directed to the Lead Teacher, as per Caspar Creek Learning Community policy.

**Safety Officer:** A Safety Officer will be assigned to assist the Site Administrator to also develop the Site Safety Plan, reviews the Incident Action Plan for safety implications, and provides timely, complete, specific, and accurate assessment of hazards and required controls. The Safety Officer will work together as an assistant to the Site Administrator to ensure safety for students and staff.

**General Staff:** While not assigned a specific duty, other faculty and staff members are critical to the success in any crisis situation. An attendance and subsequent attendance report is the first priority of staff. Then the priority shifts to supervision of the student body, including calming the students and faculty. As given direction, faculty and staff will then carry out the directions of the Site Administrator, or Safety Officer as directed by the Site Administrator. It is critical that staff does not add to the

confusion or tension of the situation – acting or doing things beyond their defined role is not acceptable.

## Evacuations

Caspar Creek Learning Community acknowledges the need to plan for facility evacuation well in advance of a crisis or disaster situation requiring partial or complete evacuation. The Executive Director, CBO, Director of Student Services or Regional Director has the authority to issue an evacuation order in conjunction with local and state authorities. Caspar Creek Learning Community understands that if a community-wide and regional disaster is occurring, the facility is prepared to be self-sufficient, as response times of Emergency Medical Services and other transportation providers may be delayed.

Evacuations can be planned with the threat of a hurricane or they can occur due to a catastrophic situation without much planning. Evacuations will be coordinated to occur in two phases if possible.

**Phase I** will transport the highest acuity students traveling via ambulance. These students will be transferred first if possible.

**Phase II** will transport all other students who can travel via student release to parent or guardian.

Caspar Creek Learning Community has determined students will work virtually from home in the event the resource center is not available, or if it is not safe to travel to the resource center.

**Please view the The Evacuations Areas – Primary and Alternate page for more details on location of gathering areas in Appendix A.**

## Emergency Cards

Caspar Creek Learning Community maintains an Emergency Card for each student at the front office. The binder holds all the emergency contact information for each student. This emergency information is updated to ensure accurate information. Other triggers for an update may include:

- Significant change in student's living situation in accordance to Pivot Charter Policy
- Knowledge of changes in the family

Caspar Creek Learning Community will address upon admission and at a minimum annually with the family or responsible party all emergency contacts in the event of a planned evacuation, in which there is time for their assistance. These arrangements are documented and maintained in the students' records.



## EMERGENCY DISASTER AND CRISIS RESPONSE

### Emergency Codes - Student Crisis

Examples: Mental Health- Harm to self, Harm to others, suicidal ideation, child abuse.

Crisis codes are for internal staff and to be used for clear communication and planning in a crisis situation to protect staff and student as well as student's privacy.

Code: "21" Threat

Code: "51" Suicidal Student

Code: "91" Medical Emergency

### Emergency Code "21" Threat

- This is an internal threat from a student, maybe with escalating behavior or potential harm to others.
- If possible remove escalating student to a separate room or area.
- If not possible, remove other students.
- It might help to have their EC present, since they may be more familiar, comfortable or aware of what is going on with student.
- Get assistance from Site Administrator, Director of Student Services, Counselor or Executive Director.
- Contact parent or guardian.
- If needed for safety at any point call 911.

### Emergency Code "51" Suicidal Student

**All talk of suicide should be reported.** Do not use your own judgment in determining if student is actually suicidal or not.

The following is a non-exhaustive list of students who are considered in crisis until determined otherwise:

- Direct: Students expressing thoughts of suicide either verbally or written
  - (ie; I want to die, I don't want to live anymore, I want to kill myself, I don't want to be here anymore)
- Preoccupation with thoughts/discussion of suicide
- A plan for suicide (ie: method by which they would kill themselves)
  - Even if the plan does not appear to be a feasible method, it does not matter. It is still a plan.
- Discussion of wanting to hurt themselves or acts of self-harm (ie: cutting)
- Writing about suicide
  - (ie: assignments, discussion, or paper left behind at resource center)
- Reports from other students or parents that there is concern about student safety or suicide.
- Indirect discussion about suicide
  - (ie: Students talking to students, not wanting to live anymore)
- Suicide attempt on campus
- Cutting or signs of cutting
- Text messages about wanting to hurt self





## Emergency Code “51” Suicidal Student – On Campus

1. Act immediately
  - a. Do not wait for a convenient time. You must take action NOW!
2. Do Not Leave Student alone
3. Remain Calm
4. Seek Support: Via Text Contact Pivot Crisis Team: (Indicate Code 51 and urgent)
  - a. CRISIS TEAM: Contact the following in a group message:
    - i. Director of Student Services, Kareen Poulsen or Regional Director, Craig Hobart (SD/Riverside)
    - ii. Pivot-wide counselor, Sarah Golden
    - iii. Site Administrator

Recommendation: Save the group in your phone.
  - b. **Crisis team will further instruct you with a response protocol after an evaluation of the situation.**
5. Move student to a more private room nearest you, but not alone.
  - a. Quietly tell a staff member that you have a code 51, and can they assist you.
  - b. Do not take student outside or away from the immediate area.
6. Remove any sharp objects that could be used to cause harm to self or others.
  - a. Scissors, pens, pencils, letter openers, paperclips, etc.
  - b. Do this casually, like you’re cleaning up the space
7. Do not allow student to leave school. Student needs to remain at school until we determine crisis response.
  - a. If student refuses to stay, find out where they are going, and do your best to convince them to stay.
  - b. Do not physically restrain student.
  - c. Alert Crisis team
8. Protect student’s privacy
  - a. Unless helping with this situation, do not talk to others about situation
  - b. NEVER talk to other students or other parents
9. Follow situation through to completion or released by an administrator.
  - a. If you are involved in the situation, it is essential that you follow the situation through. If you have obligations, admin will assist you to get coverage.
  - b. If you have a personal situation and have to leave, speak to your regional or program director to be released.
  - c. Do not just leave
10. The crisis administration team will determine the course of actions.
  - a. These steps may include police involvement, suicide assessment, county mental health, parents, etc.
  - b. Team will assess situation and assist you to respond with best practices
    - i. Including when to contact parents.
    - ii. Parents must always be contacted but team will instruct for timing.

## Emergency Code “51” Suicidal Student – Off Campus

- Do not ignore communication about suicide, dying, self-harm or other, you must act now, not later, even if it is an inconvenient time.
  - If students communicate in anyway with you about suicide or talk about dying you are obligated to immediately act.
  - Includes: Reports from other students, self-reporting, reports from parents
  - Student is off campus or after program time.
- If student self-reports, ask student for their location, and if they are safe.

1. Seek Support: Via Text Contact Pivot Crisis Team: (Indicate Code 51 and urgent)



- a. CRISIS TEAM: Contact the following in a group message:
  - i. Program Director, Kareen Poulsen or Craig Hobart (SD/Riverside)
  - ii. Pivot-wide counselor, Sarah Golden
  - iii. Site Administrator or lead teacher

Recommendation: Save the group in your phone.
- b. Crisis team will further instruct you with a response protocol after an evaluation of the situation.
2. Gather student's demographic information: Name, address, age, and parent's information, phone numbers. (School Pathways Dashboard)
3. If you are the person who received the text message or phone call, you will be responsible for calling local PD to do a safety check after crisis team provides you with instructions.
  - a. Crisis Team will guide you through this after you text them, but be prepared to have to make the phone call.
  - b. Always get the officer's contact information: Name, Badge #, and contact.
4. Do not contact parents until authorities (PD) or crisis team instructs you to do so.

NOTE: Immediate Danger: If a student is actively committing suicide or you are unable to get a hold of anyone, you can always call "911" or call the local Police Dept. to request a Safety Check to the student's home. Always get an officer's contact info: Name, phone number and badge number.

## Emergency Code "91" Medical Emergency

- Follow CPR and First Aid Training Protocols.
- Call 911 for emergency help.
- Consult with Counselor, Site Administrator, Director of Student Services or Executive Director.

## Suicide Crisis and Prevention Hotlines

Resources:

[HELPLine - 24 Hour Crisis/Suicide Intervention](#) - The HELPLine is a free, confidential Crisis/Suicide Intervention service. Operated by highly trained volunteers, the line is open 24-hours a day, seven days a week. Phone: (951) 686HELP (4357)





[National Suicide Prevention Lifeline](#) - By calling 1-800-273-TALK (8255) you'll be connected to a skilled, trained counselor at a crisis center in your area, anytime 24/7. Spanish line: (888) 628-9454, TTY: (800) 799-4TTY (4889)


[The Trevor Lifeline](#) - National organization providing crisis and suicide prevention services to lesbian, gay, bisexual, transgender and questioning (LGBTQ) Youth 866-4-U-TREVOR (866-488-7386)

## Emergency Codes

- CODE RED: FIRE
- CODE YELLOW: EARTHQUAKE
- CODE WHITE: LOCKDOWN/INTRUDER


## Code Red Staff Guidelines for Fire

- WHEN FIRE ALARM HAS SOUNDED OR SMOKE AND OR FIRE IS DETECTED, STAFF LOOK AROUND TO MAKE MENTAL NOTE OF DAMAGE AND DANGERS. CHECK TO SEE IF THERE IS ANY INJURIES
- EXIT BUILDING
- **Site Coordinator:** Code Red 
  - Clear Students from Front Lobby and Front Office.
  - Grab Emergency Binder.
  - Final Sweep of Building.
  - When clear ☑ EXIT
- **Site Administrator:** Code Red 
  - Call 911.
  - Get Daily Sign in Sheet.
  - Exit Building to Safe Area.
  - Roll Call for all students & staff.
  - Contact Executive Director (Jayna).
  - Contact Director of Student Services (Kareen).
- **Educational Coordinator 1 and 2:** (Current Floor time EC's) Code Red 
  - Clear Students from Secondary Learning Lab (Main Room), Workshop Room, Staff Room, Special Education Room, Both Bathrooms.
  - Direct Students outside to safe area.
  - Grab Emergency Backpack.
- **Educational Coordinator 3:** (Current Workshop EC) Code Red 
  - Head to School Emergency Exit.
  - Prop open Emergency Door.
  - Head to safe area and direct students where to go.
- **Educational Specialist 1** (ES Classroom) Code Red
  - Assess any students with specialized evacuation needs, make sure to have specific plans.
  - Implement the specialized plans as needed.


- Head to School Emergency Exit.
- Head to safe area and direct students where to go.
- **Additional EC's and ES:** Code Red 
  - Fill-in if needed for EC 1, 2 or 3, or assist students to the safe area.
  - Be sure ES 1 has assistance for all students needing specialized assistance.


## Code Yellow Staff Guidelines for Earthquakes




- **ALL STAFF** Code Yellow 
  - INSTRUCT STUDENTS TO DROP, COVER, AND HOLD ON.
  - MOVE AS LITTLE AS POSSIBLE
  - MAKE SELF AS SMALL AS A TARGET AS POSSIBLE
  - PROTECT NECK, HEAD, AND CHEST BY TAKING COVER UNDER TABLE, DESK, OR INTERIOR WALL.  
COVER HEAD/NECK WITH HANDS AND ARMS




- **ALL STAFF** Code Yellow 
  - STAY AWAY FROM WINDOWS TO AVOID INJURY FROM GLASS
  - AFTER SHAKING STOPS, REGIONAL DIRECTOR WILL GIVE ALL CLEAR.
  - WHEN SHAKING HAS STOPPED, STAFF LOOK AROUND TO MAKE MENTAL NOTE OF DAMAGE AND DANGERS. CHECK TO SEE IF THERE IS ANY INJURIES
  - EXIT BUILDING

- **Education Specialist: Code Yellow**
  - Assess any students with specialized earthquake safety needs, make sure to have specific plans
  - Instruct students as instructed for All Staff above
- **Site Coordinator: Code Yellow** 
  - Clear Students from Front Lobby and Front Office.
  - Grab Emergency Binder.
  - Final Sweep of Building.
  - When clear  EXIT
- **Site Administrator: Code Yellow** 
  - Call 911.
  - Get Daily Sign in Sheet.
  - Exit Building to Safe Area.
  - Roll Call for all students & staff.
  - Contact Executive Director (Jayna).
  - Contact Director of Student Services (Kareen).
- **Educational Coordinator 1 and 2: (Current Floor time EC's) Code Yellow** 
  - Clear Students from Learning Lab (Main Room), Workshop Room, Staff Room, Special Education Room, Both Bathrooms.
  - Direct Students outside to safe area.
  - Grab Emergency Backpack.
- **Educational Coordinator 3: (Current Workshop EC) Code Yellow** 
  - Head to School Emergency Exit.
  - Prop open Emergency Door.
  - Head to safe area and direct students where to go.
- **Educational Specialist 1 (ES Classroom) Code Yellow**
  - Assess any students with specialized evacuation needs, make sure to have specific plans.
  - Implement the specialized plans as needed.
  - Head to School Emergency Exit.


- Head to safe area and direct students where to go.
- **Additional Secondary EC's and ES: Code Yellow** 
  - Fill-in if needed for EC 1, 2 or 3, or assist students to the safe area.

## Code White Staff Guidelines for Lockdown



- LOCKDOWN PROCEDURE: Code White 
  - INTRUDER OR SUSPICIOUS INDIVIDUAL
  - PERSON WITH A WEAPON OR A GUN
  - WEATHER RELATED EVENT see Shelter In Place Below
  - FOR CONTAMINANT BASED SHELTER-IN-PLACE LOCKDOWN, see below.
  - <http://osfm.fire.ca.gov/codedevelopment/pdf/SLTF/lockdown.pdf>



- ALL STAFF Code White 
  - RUN – HIDE – FIGHT Mindset
  - Running away is the best option if the assailant is not near and there is a clear escape route.
  - Hiding in a safe place is typical if there are no clear escape routes and the assailant is not in the immediate vicinity.
  - Attacking the assailant is an option if there are no escape routes or no hiding places and the perpetrator is near (for non-elementary students).
  - Any students that run must text or call their EC or Site Administrator as soon as they are able
  - If students cannot safely run with a clear escape route, then STAY WHERE THEY ARE.
  - LOCK and BARRICADE DOORS
  - GO TO DESIGNATED SAFE AREA IN EACH SCHOOL-AWAY FROM WINDOWS AND DOOR.
    - SHOULD BE INTERIOR, AGAINST WALL, OUT OF LINE OF SITE FROM DOORS/WINDOWS.
  - TURN OUT LIGHTS AND COMPUTER MONITORS
  - STAY CALM
  - KEEP ALL STUDENTS QUIET
  - If you cannot safely run, and you cannot hide from an intruder with a weapon, and the perpetrator is near, fight to save yourself and others as you are able (exception is elementary students).



- SITE ADMINISTRATOR TO ISSUE ALL CLEAR BASED ON LAW ENFORCEMENT DIRECTIVE

## Shelter-in-Place

One of the instructions you may be given in an emergency where hazardous materials may have been released into the atmosphere is to shelter-in-place. This is a precaution aimed to keep you safe while remaining indoors. Shelter-in-place means selecting a small, interior room, with no or few windows, and taking refuge there. It does not mean sealing off your entire home or office building.

Chemical, biological, or radiological contaminants may be released accidentally or intentionally into the environment. Should this occur, information will be provided by local authorities on television and radio stations on how to protect students and staff.

Close the school. Activate the school's emergency plan below.

- Follow reverse evacuation procedures to bring students, faculty, and staff indoors.
- If there are visitors in the building, provide for their safety by asking them to stay – not leave.
- Provide directions to close and lock all windows, exterior doors, and any other openings to the outside.
- If you are told there is danger of explosion, direct that window shades, blinds, or curtains be closed.
- Turn off all fans, heating and air conditioning systems 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.
- Bring everyone into the room(s). Shut and lock the door.
- The room(s) should also be sealed. Use duct tape and plastic sheeting (heavier than food wrap) to seal all cracks around the door(s) and any vents into the room.
- Write down the names of everyone in the room, and call your schools' designated emergency contact to report who is in the room with you.
- Listen for an official announcement from Executive Director, CBO, Director of Student Services or Site Administrator that all is safe or you are told to evacuate.

## SUPPORTING POLICIES

### Crisis Communication Plan

Caspar Creek Learning Community will establish methods of communicating both internally and externally during a crisis or disaster situation. Traditional communication systems may not be available (failure) or may be overwhelmed (overload) during a critical event.

Caspar Creek Learning Community has identified and secured personal cell phones as the primary communication method for internal usage in the event of a disaster event.

- Cell Phones (Primary)
- Hard Lines (Secondary)

Maintenance is responsible for the testing and maintenance of the above devices to ensure proper functioning when needed. Caspar Creek Learning Community will maintain emergency contact numbers in addition to primary telephone numbers for student responsible parties and family members. Responsible parties and family

members will be notified as quickly as possible when there is a disaster or emergency at the facility. The Executive Director, CBO, Director of Student Services or Site Administrator will direct when it is time to communicate with responsible parties or family members. Staff members will be briefed on the following elements to share with students and family members as assigned:

- Type of threat
- Estimated time and severity of impact
- General outlook at the current time
- Expected disruptions to services or routines
- What the facility administration has done and is doing right now to lessen negative outcomes
- When to expect updated status reports
- What the students, responsible parties, and family members can do to help

In advance of an impending crisis or disaster situation, it is important for Caspar Creek Learning Community staff members, students, family members, and the community-at-large to understand that the facility has developed a relationship with local emergency responders as well as the County Emergency Management Agency to properly plan, prepare for, respond to, and recover from such situations.

Caspar Creek Learning Community has designated an individual to adequately educate staff members, students, family members, and other applicable members/organizations within the community to understand that the facility has initiated a comprehensive program to address issues pertaining to All Hazards Emergency Management to lessen its perceived burden on the community.

In advance of a crisis or disaster scenario that may require the facility to evacuate or Shelter in Place (SIP) and present media and public relations issues/concerns. All information to external sources and media contact will be directed to the Lead Teacher, as per Caspar Creek Learning Community policy.

Students want to know:

- How will they be protected, informed and involved
- How soon normalcy will be reestablished
- Family Members/Responsible Parties want to know:
- How their loved ones will be protected
- Who is in charge
- Who will be providing the most accurate information about the facility's status
- Their own responsibility during an emergency event
- The decisions the facility is making that affect their loved ones
- How their loved ones are doing and how they can be involved
- How soon normalcy will be re-established

## **Plan Updates and Training**

EOPs are improved significantly by regular testing, feedback, plan updates, and training. These are the tenants of the EOP for Caspar Creek Learning Community. Topics could include, but are not limited to:

- Emergency Operations Plan
- Hazard Analysis



- Improvement

The initial delivery of the training will focus around operational familiarity of all disaster documents (Emergency Operations Plan), threat responses, facility communication plan, incident command, and operational realities.

Training is provided to the staff of the facility. The main objective for the development and maintenance of a reliable training program will be to provide staff with relevant information on emergency procedures and emergency management in compliance with nationally recognized standards and best practices.

Exercising and testing ensures that the plans and training have effectively been incorporated into the culture of the facility, and those members and associates are clear as to their operational responsibilities and management expectations during an adverse event. The Caspar Creek Learning Community EOP is improved significantly by regular testing, feedback, plan updates, and training.

Regular testing and exercises are required for full regulatory compliance for Caspar Creek Learning Community. Caspar Creek Learning Community will establish credible training and continuing education programs that specifically provide guidance and instruction on the proper handling of a crisis or disaster situation. Additionally, all training programs pertaining to emergency management will address the general principles of the SEMS.

Staff development means providing and/or coordinating education efforts relating to All Hazards Preparedness and Planning. Staff members will have a basic understanding of SEMS

- Discovering/Reporting an Emergency Situation
- Sounding the Alarm/Initiating Emergency Procedures
- Emergency Color Code System
- Fire Control and Extinguishment
- Facility Evacuation Procedures

## Training Schedule

Training is a necessary part of a plan; for people to make the plan work, they must be instructed in their roles. Training courses should cover responsibilities for each position at each facility, as well as for specific jobs such as first aid, search and rescue, and damage assessment. Training should also be given on proper interactions between sites and the district office, and the district office and the Operational Area.

The Standardized Emergency Management System requires that training be documented and that it be consistent with the SEMS functions. The roles and responsibilities specified in your plan may be used to define what kind of training classes are needed. Caspar Creek Learning Community trains all relevant employees annually.

Earthquake drills shall be held quarterly for elementary and middle school students, and once a semester for secondary students. Consider participation in The Great California Shakeout 10/17/19 -

<https://www.shakeout.org/california/>



Fire drills shall be held monthly for elementary, quarterly for middle school students, and once a semester for secondary students.

Lockdown procedures and drills will be held once a semester for all students.

**Local Emergency Care and Welfare Shelter** – Caspar Creek Learning Community Administration will communicate with the Mendocino County Office of Education, American Red Cross, or any applicable agency to provide local emergency care and welfare

## Distribution

The All Hazards Emergency Plan has been distributed to individual administrative personnel and departments within Caspar Creek Learning Community. It is important to track distribution to help ensure the reliability, continuity, and security of this plan.

## INTRODUCTION – HEALTH

Caspar Creek Learning Community keeps updated health policies available for all staff. Our School Nurse updates policies, student information, and is available for staff questions. An Educational Coordinator is notified by email when a student has a medical condition, and given support with easy access to online policies. Additionally, EC's are encouraged to contact the school nurse with questions, concerns and support in implementation of their student's medical plan.

## CPR and First Aid Training

All credential staff are required to maintain a current CPR and First Aid Training Certification. Caspar Creek Learning Community supports this requirement by providing annual training to maintain their certification. Classified staff are also encouraged, but not required to attend these training sessions.

## Immunizations

### A. Assessment of Student Vaccination Status:

1. New student records obtained by Site Coordinator and pre-screened for waivers and missing vaccines.
2. Records scanned and emailed to Pivot RN for verification.
3. RN updates Med file in SIS and \*\*Pivot Schools Student Roster – Immunization excel sheet in Google Drive.
4. If student missing vaccines, RN immediately notifies Site by email of specific vaccines needed.
5. Site Coordinator:
  - Notifies parents by phone, email, or Immunization Letter (in Drive)
  - Updates the \*\*Pivot Schools Student Roster – Immunization with method/date of communication
  - Places copy of any letters sent in student file
  - Notifies Teachers of on-site privileges or exclusion
6. RN to review immunization records every 30 days to identify students with missing doses. Students still missing doses, or in between immunizations, will be notified by letter sent by the Site Coordinator.
7. Director of Operations submits mandatory Immunization Assessment Reporting annually



8. 7<sup>th</sup> grade checkpoint: letter sent end of 6<sup>th</sup> grade school year notifying parents of vaccine requirements for advancement to 7<sup>th</sup> grade.

**B. On-site Privileges:**

- Students who are fully immunized
- Students who are actively working towards completing immunizations (SPED, IEP, homeless, foster students, conditional admissions)
- Students  $\geq$  18 years old are exempt from vaccine requirements

**C. Exclusion from campus resources**

- Unvaccinated students have the option to attend Pivot on a virtual basis

**D. Notification of General Student Population:**

- Letter of Immunizations Needed (for missing vaccines), sent every 30 days or as needed
- 7<sup>th</sup> grade checkpoint: Letter sent end of school year to students entering 7<sup>th</sup> grade in the Fall notifying them of the immunization requirements

**E. State Mandated Testing of Unvaccinated Students:**

**F. Relevant California Immunization Laws:**

**AB 354, 2010:** Tdap booster required for all 7<sup>th</sup>-12<sup>th</sup> graders (transfers, new, current)

**SB 277, 2015:** Amendment removing personal belief waiver, effective July 1, 2016

**CA Health and Safety Codes: 120325 - 120380**

**CA Health and Safety Code 120370:** Medical Exemption to Immunizations

**CA Health and Safety Code 120375, section 6075:** Annual Immunization Assessment Reporting Requirement

## **Medication**

Caspar Creek Learning Community has policies to establish a protocol to ensure student health and safety when taking medications during school hours.

The following policy provides direction for students and staff when medications *must* be taken during school hours.

When appropriate, Pivot will develop 504s or IEPs to incorporate aspects of the student's medical care as it relates to their education needs.



## Medication – General Information

### A. Medications During School Hours:

1. All medications (prescription and non-prescription [Over-the-Counter (OTC)]) require:
  - a. **Annual** authorization from a healthcare provider and parents to take medication at school **for each medication** (see Google Docs form [Medication Authorization for Caspar Creek Learning Community Students](#))
  - b. Medication orders from the healthcare provider shall contain the following information:
    1. Student name
    2. Date of birth
    3. Medication name and purpose/or condition necessitating medication
    4. Dose and route of medication
    5. Frequency and time medication needed
    6. Any pertinent specific instructions for taking medication
    7. Healthcare provider's name & signature, phone number, address
2. A new medication authorization is required under the following circumstances (*all authorizations must be in writing from the healthcare provider*):
  - a. Yearly, preferably at the beginning of the new school year before the student attends campus
  - b. Changes in medication dose, time, and method of administration
  - c. Change in medication
  - d. Change in California authorized healthcare provider
  - e. Discontinuance of medication
3. For short-term medications (10 days or less), the pharmacy-labeled container may be used in place of a healthcare provider's order. *Medication Authorization for Caspar Creek Learning Community Students* signed by parent/guardian still required.
4. Telephone orders/changes to prescriptions are **not** permitted. Any changes must be submitted in writing and signed by the health care provider. (ex. Parent/guardian generated changes to prescription medication are not permitted, must be validated by the healthcare provider).
5. Medication must be **provided** by parents or student (if self-administering) in prescription or original bottle labelled with the following information (*if taking multiple medications, they must be in separately labelled containers*):
  - a. Student's name
  - b. Healthcare provider's name
  - c. Name of medication
  - d. Directions for use
6. Medications taken by students with assistance by staff must be documented on a *Medication Administration Record (MAR)* – *this information is confidential and must be protected*. The MAR functions to document when a student takes medication and to log medications in and out of school. A single MAR should be used per student. MARs should be stored in the student's file, where other students do not have access to them.
7. Diabetes medications and management – refer to Diabetes Policy
8. Emergency medications:
  - a. Glucagon: refer to Diabetes Policy for details
    - parents may request staff administer glucagon in the event of a diabetic student experiencing hypoglycemia. Parents must sign *Request for Glucagon Administration* (located in Diabetes Folder) if not stated in the DMMP



- prescription from healthcare provider required - (detailed in the *Diabetic Medical Management Plan*)
  - parents must provide appropriately labelled medication
  - volunteer staff must be adequately trained per the “Glucagon Training Standards for School Personnel”
- b. Epinephrine (Epi-Pen/Auvi-Q): refer to Epi-Pen policy for details
- no prescription required
  - Epi-pen provided by Caspar Creek Learning Community, or by prescription for students with known allergies
  - volunteer staff must be adequately trained per the “Training Standards for the Administration of Epinephrine Auto-Injectors”

## **B. Who May Administer/Assist with Medications:**

1. A parent or guardian or designee may administer medication to their child at school, if:
  - a. The parent or guardian signs an agreement, *Medication Administration Waiver* provided by Pivot, identifying who will administer the medication and releasing Pivot from the responsibility of assisting with the medication.
  - b. All the medications administered in school by the parent, guardian, or designee are administered in accordance with Pivot’s policy on medication, disposal of medications and universal precautions.
2. Students do not administer medication to other students, unless the student administering the medication is a sibling who has been designated by the parent with school administration approval to administer medication to his or her own sibling.
3. A written statement from an authorized health care provider is NOT required when a parent, guardian, or designee administers medication to their child in school.
4. Self-Administration (see section C).
5. Volunteer staff (see section D).
6. Licensed healthcare professionals (ex. a Licensed Vocational Nurse or Registered Nurse who may attend field trips and assist Pivot as needed).

## **C. Self-Administration of Medications:**

1. Students with special medical needs such as asthma and/or severe allergies or who are subject to anaphylactic reactions and may require emergency medications (i.e., asthma inhaler or epinephrine auto-injector [“Epi-pen”])
2. Students who require frequent administrations of non-prescription medications or prescription medications that are not controlled substances.
3. Required documentation:

a. *Medication Authorization for Caspar Creek Learning Community Students* (exception: Diabetic students will use *Diabetic Medical Management Plan DMMP – Diabetes Policy*)

4. Students may not self-carry “controlled” medications [drugs with potential for dependence or abuse (ex. ritalin)], they must be kept in a locked storage cabinet, and staff/parents must complete a pill count on arrival and at the return of the medication, which will be documented on the *Medication Administration Record*.

## **D. Staff Assistance with Medications:**

1. Staff assistance occurs **only** when:



Community a. The parents and healthcare provider have signed the *Medication Authorization for Caspar Creek Learning Students*.

- b. The staff member has volunteered and completed Pivot arranged medication training.
- 2. Volunteer staff training will take place at least annually.
- 3. Trained staff will verify that the name and birthdate of the student taking medication correspond with the name and birthdate listed on medication container, and give medications only as written by the healthcare provider.

#### E. Field Trips and Off-site School Activities:

- Card,
- 1. Site Coordinator sends RN roster of students participating in field trip at least 5 weeks prior to an overnight activity
  - 2. RN reviews the student roster for potential medical needs.
  - 3. RN notifies Program Director and Site Administrator of actual or potential medical needs by students.
  - 4. RN notifies Site Coordinator, Site Administrator and Lead staff member on field trip of any medical plans and details of the supplies needed.
  - 5. Site Coordinator sends medical information and forms with Lead staff member on field trip (ex. DMMP, Medication Authorization for Caspar Creek Learning Community, Medication Administration Record, SIS Emergency Documentation of Emergency Use of Epi-Pen form).
  - 6. Lead staff member verifies necessary medications/supplies are available prior to departure.
    - a. Lead staff on field trip may carry medication/supplies in a backpack or fanny pack, kept on his/her person at all times.
    - b. Student with self-administration privileges may self-monitor and carry medications as indicated by their healthcare provider.
  - 7. Lead Staff on field trip must carry a cell phone with access to emergency services at all times.

#### F. Documentation of Medications Taken During School Hours

- 1. Use one *Medication Administration Record (MAR)* per student.
- 2. MARs are confidential and must be stored securely, where students may not access another student's information.
- 3. For students requiring staff assistance with medications, the Site Coordinator fills out the student and medication details of the MAR upon receiving a completed *Medication Authorization for Students, Diabetic Medical Management Plan*, or medications considered controlled substances.
- 4. Students requiring assistance will have their medications documented by staff on using the MAR.
- 5. Medications are documented in "real time" as they are taken.
- 6. Medications not authorized for self-administration or self-carry (controlled substances) must be documented on the MAR with a pill count and signed in and out by both the staff and the parent.
- 7. Discrepancies in a pill count will be escalated to the Site Administrator immediately, and if necessary to law enforcement (ex. Controlled substances).



### G. Storage and Disposal of Medications:

1. All medications, with the exception of those a student has authorization to self-administer, must be kept in a locked storage cabinet accessible by staff *only*.
2. Parents are responsible for delivering and picking up medications, *unless* the student is authorized to self-administer and the medication is not a controlled substance. A *Medication Administration Record* must be signed (verifying the pill count) by the staff member accepting the medication and the parent sending the medication and again on return of the medication to the parent every time medication is exchanged.
2. Parents are responsible for disposing of their child's medication. This includes discontinued and expired medications.
3. All medications are returned directly to the parent at the end of the school year. If the parent/guardian does not pick up the medication within 30 days of documented notice the site coordinator will dispose of the medication by taking it to a local pharmacy, where the pharmacy shall sign our Medication Administration Record, verifying disposal.
4. Medications will not be flushed down the toilet or disposed of in the school trash.
5. Medications not authorized for self- administration, will **not** be sent home with the student. For the student's safety, the parent must pick the medication up.

### H. Reporting Medication Errors

1. Any failure of medication to be taken by the student according to the written statement of the authorized health care provider, including the administration of **the wrong medication** or the **failure to administer medication**, must be reported immediately upon discovery to the:
  - a. site administrator
  - b. school nurse
  - c. parent or guardian
2. Medication errors are documented on the MAR along with the notification of the parent/guardian.
3. 911 will be called immediately in the case of an emergency and:
  - a. the Site Administrator/coordinator will notify the health care provider
  - b. the Site Coordinator will prepare copies of the student's medical information including a copy of the MAR stating the type of medication error that occurred to give to Emergency Medical Services (EMS) providers.
4. Medication errors include:
  - a. Medication given to the **wrong student**
  - b. The **wrong medication** given to a student
  - c. The wrong medication **dose** taken by a student
  - d. Medication taken at the **wrong time**
  - e. Medication taken by way of a **wrong method or route**
  - f. Medication **omission**
  - g. **Medication dropped** on the floor and discarded (Discarded medication is recorded on the MAR and witnessed and signed by a second staff member.)

**Process:**

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**A. Admission of a student requiring medication during school hours:**

1. Request for medical history and medications sent with enrollment packet.
2. Site Coordinator will notify education team of medical condition in “New Student” or “Re-enrollment” email.
3. Site Coordinator/RN will distribute and collect the appropriate medication forms (if there is no 504/IEP addressing medical condition).
4. Site Coordinator will scan forms to RN for review, places forms in student file.
5. Site Coordinator will update SIS Emergency Card.
6. RN will notify Site Coordinator of any needed/missing information, and attach forms to student file in SIS.
7. RN will notify assigned Educational Coordinator and Site Coordinator of student identity, medication requirements as needed.
8. If student requires assistance with medications, the Site Coordinator initiates student MAR for students requiring assistance, filling in medication details on top of form so it is ready for use.

**B. Annual Renewal of Medical Information and Forms**

1. Upon re-enrollment the Site Coordinator will re-distribute the medication related forms as applicable, at minimum annually prior to each new school year.
2. Site Coordinator distributes and collects new medication forms as they apply to that student.
3. Site Coordinator scans forms to RN for review.
4. RN reviews forms and SIS for completeness and update the Educational Coordinators of changes as needed. New forms scanned and attached to student file in SIS.

**C. Allergies/Medical Conditions:**

1. Allergies and medical conditions that could result in a classroom emergency will be noted on the SIS Emergency Card by the Site Coordinator.
  - a. New Student/Re-enrollment emails identify medical condition to appropriate staff
  - b. Annual Health & Safety meeting with Program Director to review access to the Med/Allergy Roster, field trip protocol
  - c. RN to notify EC of medical conditions that could result in a classroom emergency
  - d. Med-Allergy Roster available to appropriate staff
  - e. Field trip rosters reviewed for appropriate documentation and safety concerns

**Forms:**

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*Authorization for Medication for Caspar Creek Learning Community Students*

*MAR – Medication Administration Record*





*DMMP – Diabetic Medical Management Plan*

*Request for Glucagon Administration*

*Medication Administration Waiver* (for parents/guardians who want to give medications at school)

## Glossary:

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**Universal Precautions:** treatment of all bodily fluids as potentially infectious and taking appropriate safeguards against exposure, such as wearing gloves and hand-washing.

## Diabetes Management

To establish a protocol for identifying and safely managing students with diabetes.

Diabetes Type I, usually diagnosed in childhood or adolescence, is a chronic autoimmune disease that prevents the pancreas from producing insulin. Without insulin, glucose derived from the food we eat is unable to leave the bloodstream and enter the cells where it is needed to produce energy.

Diabetes Type II, commonly associated with adulthood, but currently increasing in younger populations, is defined by a resistance to the insulin produced or insufficient insulin.

Diabetes is a chronic, but manageable disease. Staff awareness of which students have diabetes and how they manage it will aide in efficiently responding to diabetic emergencies. Because Pivot recognizes diabetes management is highly individualized, diabetes care will be parent/physician driven.

## Diabetes Management – General Information

### A. Diabetes Management During School Hours:

1. Prescription and parental consent for diabetic related medications required:
  - a. Completed *Diabetic Medical Management Plan* (DMMP).
  - b. If a student requires staff assistance with their diabetes management it must be indicated in the DMMP.
  - c. If a parent would like glucagon administered in a hypoglycemic emergency, they must either:
    - i. complete a *Request for Glucagon Administration* along with an order from the healthcare provider, or
    - ii. state need for glucagon administration in the DMMP, signed by both the parent and healthcare provider
2. Students authorized for diabetes self-care may do so anywhere on campus.
3. When appropriate, the student's 504 or IEP will incorporate their diabetes care.
4. Parent/Guardian will supply medication/supplies for diabetes care and monitor the expiration dates on medications.
5. Documentation of blood sugars and actions taken: insulin injection and dose, snack, etc. will be noted on *Medication Administration Record* (MAR), when administered by staff.

6. "Sharps" (ex. Lancets, needles) must be disposed of in a Sharps Container provided by the student

**B. Emergency Glucagon Administration:**

1. Student must have a completed *Request for Glucagon Administration*, and a *Diabetic Medical Management Plan (DMMP)* specifying glucagon administration, signed annually.
2. Glucagon medication is provided by the student/parent, stored at room temperature, and located securely near the student it belongs to. Student's DMMP specifies the exact location of glucagon relative to student for quick access (ex. Red backpack, Pivot storage locker).
3. Site Coordinator updates the SIS Emergency Card and notifies the designated volunteer trained staff member of student identity, DMMP, and request for glucagon in an emergency.
4. Pivot submits annual request for volunteer staff members willing to undergo training per the Glucagon Training Standards for School Personnel.
5. Only volunteer staff trained to recognize the signs/symptoms of hypoglycemia and to administer glucagon may give this medication to a student who has requested it in an emergency.
6. Volunteer staff administering glucagon stays with the student, directs alternate staff member to call 911.
7. Site Coordinator provides emergency services with SIS Emergency Card and DMMP.
8. Site Administrator/Coordinator notifies the following of the hypoglycemic event and glucagon administration:
  - a. Parent or guardian designated as emergency contact
  - b. CEO - Jayna Gaskell
  - c. Program Director - Kareen Poulsen
  - e. RN
8. Volunteer staff member documents glucagon administration on the student's *Medication Administration Record (MAR)*.

**C. Field Trips and Off-site School Activities:**

1. Management of each student's diabetes is individualized and outlined by their healthcare provider in the DMMP, including field trips.
2. RN will review student roster for field trip for potential student medical needs no less than 5 weeks prior to field trip to allow time to arrange for medically trained staff or nurse as needed.
3. Site Coordinator will send medical information and forms with Lead staff member on field trip (ex. DMMP, Medication Authorization for Caspar Creek Learning Community, Medication Administration Record, SIS Emergency Card, Documentation of Emergency Use of Epi-Pen form).
4. Lead Staff on field trip will verify necessary medications/supplies are available prior to departure
  - a. Lead staff on field trip may carry medication/supplies in a backpack or fanny pack, kept on his/her person at all times.



- b. Student with self-administration privileges may self-monitor and carry medications as indicated by their healthcare provider.
5. Medications administered by staff during school hours, must be documented on the Medication Administration Record (MAR).
6. Lead Staff on field trip must carry a cell phone with access to emergency services at all times.

#### **D. Emergency Preparedness**

1. In case of a natural disaster or emergency requiring a student stay on campus longer than planned, it is recommended the parents supply an emergency kit that includes:
  - Blood glucose meter, testing strips, lancets, and batteries for the meter
  - Urine and/or blood ketone test strips and meter
  - Insulin, syringes, and/or insulin pens and supplies
  - Insulin pump and supplies, including syringes, pens, and insulin in case of pump failure (depending if the student uses a pump)
  - Antiseptic wipes or wet wipes
  - Quick-acting source of glucose
  - Water
  - Carbohydrate-containing snacks with protein
  - Hypoglycemia treatment supplies (enough for three episodes): quick-acting glucose and carbohydrate snacks with protein
  - Glucagon emergency kit

Stocking this kit and ensuring the supplies/medications aren't expired is the responsibility of the parent/guardian.
2. Upon enrollment and/or beginning of the school year, the Site Coordinators will send the *DM Emergency Supply Letter* to parents of diabetic students recommending the above supplies.

#### **Process:**

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##### **A. Admission of Diabetic Student:**

1. Request for medical history and medications in enrollment packet.
2. Site Coordinator will notify education team of medical condition in "New Student" email
3. Site Coordinator will distribute and collect the following forms:
  - a. *Diabetic Medical Management Plan*
  - b. *Request for Glucagon Administration*
  - c. *DM Emergency Supply Letter*
4. Site Coordinator will scan forms to RN for review, places forms in student file.
5. Site Coordinator will update SIS Emergency Card.
6. RN will notify Site Coordinator of any needed/missing information, and upload forms to Student Charts in Drive.
7. RN will notify assigned Educational Coordinator of student identity, medication requirements.
8. Site Coordinator initiates student MAR, filling in medication details on top of form so it is ready for use (if medication requires staff assistance/administration).

##### **B. Annual Renewal of Medical Information and Forms:**



1. Upon re-enrollment the Site Coordinator will re-distribute the medication related forms as applicable, at minimum annually prior to each new school year.
2. Site Coordinator distributes and collects new:
  - a. *DMMP*
  - b. *Request for Glucagon Administration*
3. Site Coordinator scans forms to RN for review.
4. RN reviews forms and SIS for completeness and update the Educational Coordinators of changes as needed.

#### **Glossary:**

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DMMP: Diabetic Medical Management Plan – ADA recommended form signed by healthcare provider and parent outlining diabetes management.

Glucagon – a naturally occurring hormone produced by the pancreas to increase blood sugar. Glucagon injections can be given intramuscularly in a hypoglycemic emergency to raise blood sugar quickly.

Hypoglycemia – blood sugar below a target range that can result in identifiable signs/symptoms (ex. Fatigue, irritability, change in consciousness, clammy skin, shakiness). Low blood sugar can result from too much insulin, a change in diet, increase in activity, illness, or no apparent reason.

#### **Forms:**

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*Authorization for Medication for Caspar Creek Learning Community Students*

*Authorization for Student Self-Administration of Medication*

*MAR – Medication Administration Record*

*DMMP – Diabetic Medical Management Plan*

*Request for Glucagon Administration*

*DM Emergency Supply Letter*

*Medication Administration Waiver* (for parents/guardians who want to give medications at school)

## **EpiPens**

Caspar Creek Learning Community shall comply with Education Code Section 49414, as amended by SB 1266, requiring schools to provide emergency epinephrine auto-injectors to school nurses or trained personnel who have volunteered, and provides that school nurses or trained personnel who have volunteered may use epinephrine auto-injectors to provide emergency aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction.

Pivot Charter School stocks 2 adult Epi-pens and 2 junior Epi-pens in a well-marked room-temperature unlocked but secure location. Caspar Creek Learning Community has a white storage cabinet mounted to the wall centrally located in the 2-5 common room.

Annually all staff read and sign the Epi-Pen Request Letter (they have the option to volunteer or decline). For each staff member who volunteers to use the Epi-Pens in an emergency an Epi-Pen Administrator will collect the following information and **place in the red Epi-Pen binder**:

- A. Completed annual Epi-Pen training provided by Caspar Creek Learning Community
- B. Signed copy of the Epi-Pen Volunteer Request Letter
- C. Signed copy of the "4. Acknowledgement of Training Standards for the Administration of Epinephrine Auto-Injectors, Training Video & CPR"
- D. Copy of CPR Certification

## Head Lice

### A. Identification:

- Head lice are small insects that live in people's hair and feed on their blood. Lice glue their eggs, or "nits," to hair so that the nits do not get brushed off
- Nits may appear yellowish or white, and can look similar to dandruff
- Nymphs, or baby lice, are smaller and grow to adult size in one to two weeks
- Adult lice are the size of a sesame seed and tan to grayish-white
- They are most commonly found behind the ears and near the neckline at the back of the head

Lice die quickly away from scalp, within 2 days.

Lice are not dangerous; they do not spread disease.



### B. Spread of Lice:

- They move by crawling, they cannot jump or fly
- Can spread by sharing combs, hats, clothing, barrettes, helmets, scarves, headphones, towels, or other personal items
- Much more likely to be spread by family members and playmates than classmates at school

### C. Treatment:

1. CDPH recommends a combination of a topical treatment (over-the-counter or prescription as recommended by the students Health Care Provider) **AND** nit combing.
2. Treatment of home environment: bedding/linens should be washed in hot water, pillows placed in dryer for 20min., carpets vacuumed. Combs, brushes, picks can be soaked in hot water (>130 degrees F) for 5-10min.

**\*\*Reasons treatment may fail or appear to:**

- Head lice are resistant to some head lice shampoos
- Dandruff, styling products are mistakenly identified as lice
- Reinfestation
- Inadequate treatment (used too little product)
- Insufficient time for treatment to work (may take 8-12 hours for lice to die after treatment)

### Process:

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#### A. Identification of Lice on Campus:

1. Allow student to finish school day.
  2. Discreetly ensure students personal belongings (those that could spread lice ex. hats, scarves) are isolated from other student's belongings.
  3. Notify parents at the end of the school day by phone/in person of suspected head lice.
  4. Give parents: A Parent's Guide to Head Lice, the "Head Lice 101" brochure, *and* Letter to Parents RE Lice (all located in Drive in the Head Lice Folder).
  5. Parents to "treat" child overnight. Additionally, all the family members should be checked for lice at home.
- \*\*\*Caution should be taken not to embarrass/shame student or parents. Head lice in NOT a reflection of hygiene and/or cleanliness.

#### **B. Classroom Surveillance/Treatment:**

1. Carpet should be vacuumed daily until no students have lice.
2. If present, material items such as pillows should be placed in a dryer and run on hot for 20 min. or sealed in a plastic bag for 2 weeks.

#### **C. Return to Campus After Identification of Head Lice:**

As recommended by the American Academy of Pediatrics (AAP), the Centers for Disease Control (CDC), and the California Department of Public Health (CDPH), **Caspar Creek Learning Community follows the "No Lice" policy for return to school.** Previously institutions subscribed to a "No Nit" policy, however there is no evidence to support keeping children off campus until there are no nits present. As long as there are no adult lice found, the student may return.

- Child should be rechecked for lice. If adult lice are still present, the parents should be contacted and child re-treated. If no lice are observed, student may continue class.

#### **D. Notification of General Student Population:**

Classroom or school-wide notification is not recommended after head lice are detected in a student.

#### **E. Chronic Cases:**

1. Defined: head lice for 6 consecutive weeks or in 3 separate months of the school year.
2. Notify Program Director and Director of Operations for assessment of school attendance.  
Per recommendation by CDPH, as chronic cases may indicate other family or socioeconomic problems.
3. Directors to involve Executive Director, RN, local health department, social services, and other appropriate individuals *as needed* to identify and resolve family problems that may contribute to chronic infestation and school attendance.

## **Pertussis (Whooping Cough)**

Caspar Creek Learning Community has established a protocol for identifying and responding to the occurrence of Pertussis (whooping cough) on campus.

Pertussis, also known as whooping cough, is a high contagious bacterial disease spread by coughing/sneezing. Infants too young for vaccination are at greatest risk of life-threatening cases of pertussis. Whooping cough causes severe coughing spells, which can cause difficulty breathing, vomiting and disturbed sleep, complications can result in hospitalization or even death. California requires Dtap/Tdap vaccinations to protect individuals from this preventable disease.

#### **A. Identification:**

- Early signs/symptoms are similar to common cold: runny nose, occasional cough, low-grade fever
- Later sign/symptoms:
  - episode of severe coughing fits

- coughing episode may be followed by characteristic high-pitched “whoop” sound
- intense coughing that results in vomiting
- Whooping cough infection can last for weeks to months
- Diagnosis: signs/symptoms, laboratory testing of mucous, blood test

\*\*\*Due to resemblance to the common cold, most cases aren’t identified until severe symptoms are present.

## B. Spread of Infection:

- Whooping cough is spread through the air by droplets by produced coughing/sneezing
- May also spread through touching secretions from the infected person’s mouth/nose followed by touching one’s own eyes, nose or mouth
- Incubation period is 4-21 days, usually 7-10 days, from exposure to appearance of symptoms
- Infected people are most contagious up to about 2 weeks after the cough begins
- Individuals receiving antibiotics for treatment are still contagious until 5 days of antibiotics are completed

## C. Prevention:

1. Vaccinations for school age children:

TK/K-12	7th Grade-12th
<b>DTap, DTP, Tdap</b> 4 doses OK if one on or after 4th bday 3 doses OK if one on or after 7th bday	<b>Tdap</b> 1 dose on or after 7th bday

2. Vaccination highly recommended for pregnant women AND adults in close contact with infants - see Healthcare Provider for specific recommendation.
3. Vaccination does not provide 100% protection, individuals may still become infected, antibiotics may shorten duration and/or lessen severity illness.
4. Hand hygiene is critical to preventing most communicable diseases.
5. Cough/sneeze etiquette (into elbow or tissue, followed by handwashing).

## D. Treatment:

1. Antibiotics are prescribed, ordered dose must be completed. Antibiotics may not lessen symptoms, but will lessen time individual is contagious.
2. Antibiotics not typically given to individuals with a cough present for >21 days

## Process:

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### A. Identification/Notification of Pertussis Exposure:

1. **Parent call notifying campus a student was diagnosed with pertussis:**
  - a. Child excluded from campus (see C. Exclusion/Return to Campus)
  - b. Notify Site Administrator, Program Director, RN of pertussis occurrence
  - c. Site Administrator/RN to contact the local health department
  - d. Site Coordinator to send “Letter to Parents RE Pertussis Exposure” home to students who may have had contact with the sick student
  - e. Site Administrator/Coordinator to send out “Letter to Staff RE Pertussis Exposure”
2. **Community occurrence of pertussis:**
  - a. Site Coordinator to send “Community Exposure Letter to Parents RE Pertussis” to all students in the community affected. Letter serves to limit outbreak by alerting parents to the signs/symptoms to watch for, assisting in early detection and treatment.

**Local Health Department by Site:**

Health Department will direct site/staff with specific plan dependent on severity of outbreak and demographics of individuals exposed.

- San Diego County Public Health Department: (866) 358-2966
- Riverside County Public Health, Communicable Disease Program: (951) 358-5107
- Sonoma County Communicable Disease Control: (707) 565-4567
- Butte County Health Department, Communicable Disease: (530) 538-2840

**B. Classroom Surveillance/Treatment:**

- Regular classroom cleaning/maintenance, disinfect high-touch surfaces (keyboards, desks)

**C. Exclusion/Return to Campus After Identification of Pertussis:**

- Student excluded from campus until a minimum of 5 days of the appropriate antibiotics completed, determined by their Healthcare Provider
- If student not treated with 5 days of antibiotics, exclusion should be for 21 days after the cough onset
- If there is a high index of suspicion that the person has pertussis, exclude until 5 days of antibiotics are completed or until the laboratory test comes back negative

**D. Notification of General Student Population:**

- Student diagnosed send 📧 "Letter to Parents RE Pertussis Exposure," and "Letter to Staff RE Pertussis Exposure" to the campus affected
- Individual or outbreak in community send 📧 "Community Exposure Letter to Parents RE Pertussis" to the students of the community affected

## Varicella (Chickenpox)

Caspar Creek Learning Community established protocols for identifying and responding to the occurrence of chickenpox on campus.

Varicella is a *preventable*, communicable disease. Although generally harmless in children, varicella can lead to severe skin infections, scars, pneumonia, brain damage, or death. Those at highest risk for serious complications are pregnant women, infants, immunocompromised persons, and individuals older than 13 years.

**A. Identification:**

- Maculo-papularvesicular rash that itches
- In children: rash usually first sign
- In adults: may have fever & malaise for 1-2 days prior to onset of rash
- 200-250 lesions, generally appearing first on the head, then trunk, followed by extremities and concentrated on trunk
- Breakthrough varicella in vaccinated person, generally milder with <50 lesions

**B. Spread of Varicella:**

- Varicella-zoster virus spread person to person through the air, or by contact with fluid from the blisters
- Infectious period: from 1-2 days before rash onset and continuing until all lesions are crusted (~5 days)
- Incubation period: 10-21 days from exposure to rash onset (usually 10-16 days)

**C. Prevention:**





1. CDPH recommends: 2 doses of varicella vaccine in those who are unvaccinated or have not had the disease

<b>TK/ K-12 and 7th Grade</b>
<b>2 doses</b>

#### **D. Treatment:**

- Recommended only in immunocompromised and pregnant persons without evidence of immunity and in certain cases for newborn infants as determined by a Healthcare Provider
- Calamine lotion and oatmeal baths may provide relief from itching

#### **Process:**

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##### **A. Identification or Report of Varicella:**

1. Student isolated and sent home immediately, or if reported, not allowed to come back to campus until lesions are crusted over.
2. Educational Coordinator notifies RN, Program Director, and Site Administrator of student with suspected varicella.
3. Educational Coordinator recommends student see Healthcare Provider for confirmation of varicella.
4. Education Coordinator to work with Site Administrator to notify parents/staff who may have been exposed with the following documents located in Google Drive, Varicella Folder:
  - Letter to Parent RE Chickenpox Exposure
  - CDC – Chickenpox and the Vaccine to Prevent It
5. RN utilizes Varicella Report Form (Google Drive, Varicella Folder) to list the staff and students with immediate exposure for review of vaccination status and potential risk.
6. RN to maintain list of exposed persons for tracking of cluster/outbreak.
7. For  $\geq 5$  cases see **E. Outbreak Control**.

##### **B. Classroom Surveillance/Treatment:**

Routine classroom surface cleaning sufficient.

##### **C. Return to Campus After Varicella Infection:**

- Infected individuals cannot return to campus until all lesions are crusted over (usually about 5 days)
- Breakthrough varicella cases may not develop lesions that crust, these individuals should not return until no new lesions appear within a 24-hour period

##### **D. Varicella Outbreak Defined:**

- Varicella cluster = 2-4 cases, reporting to health department is optional
- Varicella outbreak =  $\geq 5$  varicella cases that are related in a place and epidemiologically linked and reportable to the local health department
- In the case of an outbreak: affected individuals may be contacted by the Health Department for laboratory testing to confirm varicella

##### **E. Outbreak Control**

1. RN contacts local Health Department.



2. RN to assist site with collecting information requested by Health Department, utilizing Varicella Report Form.
3. Health Department will direct site/staff with specific plan dependent on severity of outbreak and demographics of individuals exposed.

- San Diego County Public Health Department: (866) 358-2966
- Riverside County Public Health, Communicable Disease Program: (951) 358-5107
- Sonoma County Communicable Disease Control: (707) 565-4567
- Butte County Health Department, Communicable Disease: (530) 538-2840

#### **F. Notification of General Student Population:**

- Same day notification of initial case by Letter to Parent RE Chickenpox Exposure (in Google Drive), sent only to those immediately affected (ex. staff and students on-site exposed to infected person)
- School wide notification by letter may be indicated in the case of an actual outbreak, at discretion of Executive Director/Program Director.

## **Conjunctivitis (Pink Eye)**

To establish a protocol for identifying and responding to the occurrence of pink eye on campus.

Conjunctivitis is redness and inflammation of the membrane (conjunctiva) that covers the eye and lines the inner surface of the eyelid. "Pink eye," as it is commonly known, can be highly contagious, particularly among young students, resulting in missed classroom time to prevent the spread of infection

#### **A. Identification:**

- Eye redness, itching, pain and discharge
- May occur in one eye or both
- Bacterial conjunctivitis may have more purulent (pus) discharge
- Diagnosis by healthcare provider – any student displaying signs/symptoms of conjunctivitis should be referred

#### **B. Spread of Conjunctivitis:**

- Touching the secretions from the eyes, nose, or mouth of infected persons
- 1 to 12 days after exposure for symptoms to begin, usually 1 to 3 days
- Contagious while symptoms are present
- Caused by viruses, bacteria, allergies, eye injuries, or chemicals

#### **C. Prevention:**

- Cover nose and mouth when sneezing or coughing. Use a tissue or your sleeve. Dispose of used tissues in the trash.
- Wash hands thoroughly with soap and warm running water after contact with eye drainage. Thorough handwashing is the best way to prevent the spread of communicable diseases
- Do not share any articles that come in contact with the eyes, such as towels, washcloths, eye makeup, contact lens solution, or eye drops
- Clean and sanitize objects and surfaces at least daily and when soiled



### C. Treatment:

- If a bacterial infection is diagnosed, antibiotic treatment is available (usually ointment or eye drops)
- If the infection appears to be viral, no specific antiviral treatment is usually needed

### Process:

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#### A. Identification of Conjunctivitis on Campus:

1. EC or Site coordinator to notify parents of suspected "pink eye," and refer to Healthcare Provider for diagnosis and possible treatment. Student will need letter from healthcare provider to return to campus.
2. Sanitize classroom surface areas and community objects.
3. Reinforce proper handwashing with students present.
4. May send "Letter to Parent RE Pink Eye," (located in Drive within the Pink Eye Folder).

#### B. Classroom Surveillance/Treatment:

- Cleaning/sanitation of highly touched objects and surfaces required (ex. keyboards, phones, desktops)

#### C. Exclusion/Return to Campus After Diagnosis of Conjunctivitis:

- **Purulent conjunctivitis** (redness of eyes and/or eyelids with thick white or yellow eye discharge and eye pain): **Exclusion until examined by a health care provider and approved for readmission**
- **Nonpurulent conjunctivitis** (redness of eyes with a clear, watery eye discharge but without fever, eye pain, or eyelid redness): **No exclusion, *although may be considered if child is unable to keep hands away from eyes***

#### D. Notification of General Student Population:

- Site Coordinator to send "Letter to Parents RE Pink Eye," (located in Drive within the Pink Eye Folder) to parents of students who may have been exposed
- Modify "Letter to Parents RE Pink Eye," with contact number to correspond with specific campus affected

## Health Class

All students taking Physical Education A, includes curriculum about Health including Sexual Health. Families are informed about the content of the course, and can choose to opt out of Sexual Education lessons by notifying their EC. Students will be excused from those lessons, and given alternate assignments.

## Drug Free / Alcohol Free/ Smoke Free Environment

The school maintains a drug, alcohol, and smoke free environment. In addition to staff training, resources and policies, each school has visible signs posted.

## Feminine Hygiene Products

Caspar Creek Learning Community will stock at least 50% of its restrooms with feminine hygiene products, and shall not charge students for these products, pursuant to Education Code Section 35292.6

## **Gang Clothing, Attire and Signs**

Students are prohibited from wearing gang related clothing or colors as a part of the dress code. Any clothing, attire, signs or paraphernalia which are identified by Administration as being “gang related” or which could cause rival gangs to be openly hostile to each other or create an atmosphere of intimidation on campus may be forbidden and disciplined. Caspar Creek Learning Community has established a reasonable dress code that prohibits students from wearing gang-related apparel, carrying gang paraphernalia, or making gestures that symbolize gang membership when there is evidence of a gang presence that disrupts or threatens to disrupt the school’s activities. Because gang-related symbols are constantly changing, definitions of gang-related apparel shall be reviewed annually and updated whenever related information is received.

## **Facility Safety**

Caspar Creek Learning Community shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. Caspar Creek Learning Community agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. Caspar Creek Learning Community shall conduct fire drills as required under Education Code Section 32001.

## **Parking, Ingress and Egress Plans**

Each school site shall have a parent, student, and staff parking plan. The parking plan will be made available to all families and be included in the Student and Parent Handbook provided to families at the beginning of each school year.

Parents have access to short term drop-off and pick-up parking spots near the school entrance. Parents of elementary students are always required to walk their students to and from the elementary classroom. Parents of Middle School and High School students may drop-off or pick-up from the short term parking spots when a teacher supervisor is present, otherwise parents are required to walk their student into the entrance. Supervision shall be 15 minutes before and after site program time start and finish.

Students will have designated parking spots within visual eyesight of the staff supervisors. Students are to park in the designated areas only, and then enter the school immediately. Students are not to be in their cars before, during, or after school except to arrive or depart. If a student forgot something in their car during school, the student is required to get permission and have a staff member supervise them going to their car.

Staff are to park away from the building and away from neighboring business, leaving the nearby spots open for transitional parking for student drop-off and pick-up, student parking, and neighboring business parking. Staff may have designated parking areas away from the school site as needed, and may be asked to move or park in an alternative parking.

Site Administrators and staff will ensure that students are following the parking policy at each school site. Site supervision schedules will include parking lot supervision near the school drop-off and entrance area. Supervision shall be 15 minutes before and after site program time start and finish.



## **Comprehensive Anti-Discrimination and Harassment Policies and Procedures**

Caspar Creek Learning Community is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, pregnancy, physical or mental disability, childbirth or related medical conditions, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. Caspar Creek Learning Community has developed a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at the school (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with Caspar Creek Learning Community's discrimination and harassment policies.

### **Title IX Coordinator**

Caspar Creek Learning Community adheres to Education Code 221.5-231.5, collectively known as the Sex Equity in Education Act including that all persons, regardless of their gender should enjoy freedom from discrimination of any kind in the educational institution. These laws expand upon gender equity and Title IX laws. Additionally, Caspar Creek Learning Community will comply with Education Code 221.61 and post the name and contact information of the Title IX Coordinator, rights of students, rights and responsibilities of the public school, information and weblinks to the Office for Equal Opportunity and US Dept. of Education's Office for Civil Rights, and a description on how to file a complaint to their website.

### **Discipline**

Caspar Creek Learning Community believe in maintaining a safe environment for all students and staff. To support that goal, the staff maintains and reminds students of standard site rules. Additionally, there are stricter guidelines for behavior that are a potential safety or health dangers for themselves, students and staff.

#### **Grounds for Suspension and Expulsion of Students**

A student may be suspended or expelled for prohibited misconduct if the act 1) is related to school activity, 2) occurs at the charter school or at any other school, or 3) is at a charter school sponsored event. A pupil may be suspended or expelled for acts that are enumerated below and related to school activity or attendance that occur at any time, including, but not limited to, any of the following:

- while on school grounds;
- while going to or coming from school;
- during the lunch period, whether on or off the resource center; or
- during, going to, or coming from a school-sponsored activity.

#### **Suspension Offenses**

##### **Discretionary Suspension Offenses**

A student may be suspended when it is determined that the pupil did for any of the following acts:

- 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 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 a pupil's own prescription products.
- 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 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 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code 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 pupil 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 pupil. 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 pupils in any of grades four 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 pupils in any of grades four 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 pupils in any of grades four to 12, inclusive.
- Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, as defined in subdivisions (f) and (g) of Section 32261 of the Education Code, directed specifically toward a pupil or school personnel.
- Aided or abetted, 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 pupil 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).

### Non- Discretionary Suspension Offenses

Students must be suspended and recommended for expulsion if a pupil engaged in any of the following acts:

- Possessed, sold, or otherwise furnished any firearm, knife, 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 principal or designee's concurrence.

### Safety Plan Committee, Meeting and Compliance

Caspar Creek Learning Community shall forward its comprehensive school safety plan to the school district or county office of education for approval. Caspar Creek Learning Community shall have a school safety committee comprised of the Director of Student Service, Site Administrator and the Site Coordinator. Before adopting its comprehensive school safety plan, the school safety planning committee shall hold a public meeting at the school site in order to allow members of the public the opportunity to express an opinion about the school safety plan.

The school safety planning committee shall notify, in writing, the following persons and entities, if available, of the public meeting: The local mayor, a representative of the local school employee organization, a representative of each parent organization at the school site, a representative of each teacher organization at

the school site, a representative of the student body government, all persons who have indicated they want to be notified.

In order to ensure compliance with this article, each school district or county office of education shall annually notify the department by October 15 of any schools that have not complied with Section 32281.



## **APPENDIX A – SAFETY DETAIL DOCUMENTS**

### **School Floorplan with Emergency Exits**

#### **Evacuation Areas – Primary and Alternate**

The Primary Evacuation Area is where students and staff will gather in a Code Red or Code Yellow Emergency Evacuation, and is labeled by the letter “P” on the map below. There could be an instance, where it would be safer to gather further from the school building during a Code Red or a Code Yellow Emergency Evacuation. This Alternate Evacuation Area is labeled with the letter “A” on the map below.



## Emergency Drill Log

Regional Director will keep records of required monthly emergency preparedness drills with the log below.

Date	Drill Type	Staff Present	Notes

## Emergency Backpack Contents

One backpack located in Elementary Room behind teacher's desk, One backpack located in High School closet next to main exit.



### Contains:

- 6 water pouches - 4.227 oz. each
- 2 emergency blankets
- 1 tissue pack
- 30 wet wipes
- 1 notepad
- 1 pen
- 1 flashlight with batteries
- 3 light sticks
- 1 marking crayon
- 1 whistle
- 1 pair of leather palm gloves
- 1 Hi-Vis safety vest
- 1 utility bar - 15"

### Plus First Aid Kit:

- 2 ice packs
- 34 adhesive bandages
- 5 gauze pads
- 1 gauze roll
- 1 adhesive tape
- 1 pair vinyl gloves

## Classroom Lockdown Kit

One lockdown kit located in High School closet next to main exit.



Our emergency classroom kit is a 5-gallon bucket with toilet seat lid that contains the following:

- 1 portable toilet in 5-gallon bucket
- 1 toilet paper roll
- 100 wet wipes
- 25 waste bags
- 1 duct tape
- 10 pair vinyl gloves
- 1 blue poly tarp - 5' x 7'
- 1 bag cat litter - 4 1/2 lbs.

## Field Trip First Aid Kit

One located in Middle School classroom cabinets.



### Description

Contains the necessary first aid products to aid in a critical situation. For teachers and yard supervisors. Provides first aid protection for field trips and playgrounds. Durable 3-pocket nylon fannypack kit can be easily carried for immediate access in case of an emergency.

Contains:

- 1 gauze roll
- 4 antibiotic ointment
- 1 lister bandage scissor
- 2 pair vinyl gloves
- 4 gauze pads
- 6 antiseptic wipes
- 1 tweezer
- 1 cold pack
- 1 adhesive tape
- 5 butterfly closures
- 1 tissue pack
- 12 assorted adhesive bandages
- 2 antimicrobial towelettes

## APPENDIX C – IMMUNIZATION DOCUMENTS

## MMR Vaccination – What You Need to Know – by CDC

VACCINE INFORMATION STATEMENT	
<h1>MMR Vaccine</h1> <h2>What You Need to Know</h2>	<p>(Measles, Mumps and Rubella)</p> <p>More Vaccine Information Statements are available in Spanish and other languages. See <a href="http://www.imz.state.tx.us">www.imz.state.tx.us</a>.  Hojas de información sobre vacunas están disponibles en español y en muchos otros idiomas. Visite <a href="http://www.imz.state.tx.us">www.imz.state.tx.us</a>.</p>
<h3>1 Why get vaccinated?</h3> <p>Measles, mumps, and rubella are serious diseases. Before vaccines they were very common, especially among children.</p> <p><b>Measles</b></p> <ul style="list-style-type: none"> <li>Measles virus causes rash, cough, runny nose, eye irritation, and fever.</li> <li>It can lead to ear infection, pneumonia, seizures (jerking and staring), brain damage, and death.</li> </ul> <p><b>Mumps</b></p> <ul style="list-style-type: none"> <li>Mumps virus causes fever, headache, muscle pain, loss of appetite, and swollen glands.</li> <li>It can lead to deafness, meningitis (infection of the brain and spinal cord covering), painful swelling of the testicles or ovaries, and rarely sterility.</li> </ul> <p><b>Rubella (German Measles)</b></p> <ul style="list-style-type: none"> <li>Rubella virus causes rash, arthritis (mostly in women), and mild fever.</li> <li>If a woman gets rubella while she is pregnant, she could have a miscarriage or her baby could be born with serious birth defects.</li> </ul> <p>These diseases spread from person to person through the air. You can easily catch them by being around someone who is already infected.</p> <p>Measles, mumps, and rubella (MMR) vaccine can protect children (and adults) from all three of these diseases. Thanks to successful vaccination programs these diseases are much less common in the U.S. than they used to be. But if we stopped vaccinating they would return.</p>	<h3>2 Who should get MMR vaccine and when?</h3> <p>Children should get 2 doses of MMR vaccine:</p> <ul style="list-style-type: none"> <li><b>First Dose:</b> 12–15 months of age</li> <li><b>Second Dose:</b> 4–6 years of age (may be given earlier, if at least 28 days after the 1st dose)</li> </ul> <p>Some infants younger than 12 months should get a dose of MMR if they are traveling out of the country. (This dose will not count toward their routine series.)</p> <p><b>Some adults</b> should also get MMR vaccine: Generally, anyone 18 years of age or older who was born after 1956 should get at least one dose of MMR vaccine, unless they can show that they have either been vaccinated or had all three diseases.</p> <p>MMR vaccine may be given at the same time as other vaccines.</p> <p>Children between 1 and 12 years of age can get a "combination" vaccine called MMRV, which contains both MMR and varicella (chickenpox) vaccines. There is a separate Vaccine Information Statement for MMRV.</p>
<h3>3 Some people should not get MMR vaccine or should wait.</h3> <ul style="list-style-type: none"> <li>Anyone who has ever had a life-threatening allergic reaction to the antibiotic neomycin, or any other component of MMR vaccine, should not get the vaccine. Tell your doctor if you have any severe allergies.</li> <li>Anyone who had a life-threatening allergic reaction to a previous dose of MMR or MMRV vaccine should not get another dose.</li> <li>Some people who are sick at the time the shot is scheduled may be advised to wait until they recover before getting MMR vaccine.</li> <li>Pregnant women should not get MMR vaccine. Pregnant women who need the vaccine should wait until after giving birth. Women should avoid getting pregnant for 4 weeks after vaccination with MMR vaccine.</li> </ul>	<h3>4 What are the risks from MMR vaccine?</h3> <p>A vaccine, like any medicine, is capable of causing serious problems, such as severe allergic reactions. The risk of MMR vaccine causing serious harm, or death, is extremely small.</p> <p>Getting MMR vaccine is much safer than getting measles, mumps or rubella.</p> <p>Most people who get MMR vaccine do not have any serious problems with it.</p> <p><b>Mild problems</b></p> <ul style="list-style-type: none"> <li>Fever (up to 1 person out of 6)</li> <li>Mild rash (about 1 person out of 20)</li> <li>Swelling of glands in the cheeks or neck (about 1 person out of 75)</li> </ul> <p>If these problems occur, it is usually within 6–14 days after the shot. They occur less often after the second dose.</p> <p><b>Moderate problems</b></p> <ul style="list-style-type: none"> <li>Seizure (jerking or staring) caused by fever (about 1 out of 3,000 doses)</li> <li>Temporary pain and stiffness in the joints, mostly in teenage or adult women (up to 1 out of 4)</li> <li>Temporary low platelet count, which can cause a bleeding disorder (about 1 out of 30,000 doses)</li> </ul> <p><b>Severe problems (very rare)</b></p> <ul style="list-style-type: none"> <li>Serious allergic reaction (less than 1 out of a million doses)</li> <li>Several other severe problems have been reported after a child gets MMR vaccine, including: <ul style="list-style-type: none"> <li>Deafness</li> <li>Long-term seizures, coma, or lowered consciousness</li> <li>Permanent brain damage</li> </ul> </li> </ul> <p>These are so rare that it is hard to tell whether they are caused by the vaccine.</p>



- Tell your doctor if the person getting the vaccine:
  - Has HIV/AIDS, or another disease that affects the immune system.
  - Is being treated with drugs that affect the immune system, such as steroids
  - Has any kind of cancer
  - Is being treated for cancer with radiation or drugs
  - Has ever had a low platelet count (a blood disorder)
  - Has gotten another vaccine within the past 4 weeks
  - Has recently had a transfusion or received other blood products

Any of these might be a reason to not get the vaccine, or delay vaccination until later.

### 4 What are the risks from MMR vaccine?

A vaccine, like any medicine, is capable of causing serious problems, such as severe allergic reactions. The risk of MMR vaccine causing serious harm, or death, is extremely small.

Getting MMR vaccine is much safer than getting measles, mumps or rubella.

Most people who get MMR vaccine do not have any serious problems with it.

#### Mild problems

- Fever (up to 1 person out of 6)
- Mild rash (about 1 person out of 20)
- Swelling of glands in the cheeks or neck (about 1 person out of 75)

If these problems occur, it is usually within 6–14 days after the shot. They occur less often after the second dose.

#### Moderate problems

- Seizure (jerking or staring) caused by fever (about 1 out of 3,000 doses)
- Temporary pain and stiffness in the joints, mostly in teenage or adult women (up to 1 out of 4)
- Temporary low platelet count, which can cause a bleeding disorder (about 1 out of 30,000 doses)

#### Severe problems (very rare)

- Serious allergic reaction (less than 1 out of a million doses)
- Several other severe problems have been reported after a child gets MMR vaccine, including:
  - Deafness
  - Long-term seizures, coma, or lowered consciousness
  - Permanent brain damage

These are so rare that it is hard to tell whether they are caused by the vaccine.

### 5 What if there is a serious reaction?

- Look for anything that concerns you, such as signs of a severe allergic reaction, very high fever, or behavior changes.

Signs of a severe allergic reaction can include hives, swelling of the face and throat, difficulty breathing, a fast heartbeat, dizziness, and weakness. These would start a few minutes to a few hours after the vaccination.

#### What should I look for?

- If you think it is a severe allergic reaction or other emergency that can't wait, call 9-1-1 or get the person to the nearest hospital. Otherwise, call your doctor.
- Afterward, the reaction should be reported to the Vaccine Adverse Event Reporting System (VAERS). Your doctor might file this report, or you can do it yourself through the VAERS web site at [www.vaers.hhs.gov](http://www.vaers.hhs.gov), or by calling 1-800-822-7967.

VAERS is only for reporting reactions. They do not give medical advice.

### 6 The National Vaccine Injury Compensation Program

The National Vaccine Injury Compensation Program (VICP) is a federal program that was created to compensate people who may have been injured by certain vaccines.

Persons who believe they may have been injured by a vaccine can learn about the program and about filing a claim by calling 1-800-338-2382 or visiting the VICP website at [www.hrsa.gov/vaccinecompensation](http://www.hrsa.gov/vaccinecompensation).

### 7 How can I learn more?

- Ask your doctor.
- Call your local or state health department.
- Contact the Centers for Disease Control and Prevention (CDC):
  - Call 1-800-232-4636 (1-800-CDC-INFO) or
  - Visit CDC's website at [www.cdc.gov/vaccines](http://www.cdc.gov/vaccines)



Vaccine Information Statement (Interim)  
MMR Vaccine

4/20/2012

42 U.S.C. § 300aa-26



## Chickenpox Vaccine – What You Need to Know – by CDC

VACCINE INFORMATION STATEMENT					
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <h3 style="margin: 0;">Chickenpox Vaccine</h3> <h4 style="margin: 0;">What You Need to Know</h4> </div> <div style="width: 35%; font-size: 0.8em;"> <p>Many Vaccine Information Statements are available in Spanish and other languages. See <a href="http://www.imzavirus.org/vi">www.imzavirus.org/vi</a></p> <p>Hagan de información sobre vacunas en español o en muchos otros idiomas. Visite <a href="http://www.imzavirus.org/vi">www.imzavirus.org/vi</a></p> </div> </div>					
<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <b>1 Why get vaccinated?</b> </div> <p>Chickenpox (also called varicella) is a common childhood disease. It is usually mild, but it can be serious, especially in young infants and adults.</p> <ul style="list-style-type: none"> <li>• It causes a rash, itching, fever, and tiredness.</li> <li>• It can lead to severe skin infection, scars, pneumonia, brain damage, or death.</li> <li>• The chickenpox virus can be spread from person to person through the air, or by contact with fluid from chickenpox blisters.</li> <li>• A person who has had chickenpox can get a painful rash called shingles years later.</li> <li>• Before the vaccine, about 11,000 people were hospitalized for chickenpox each year in the United States.</li> <li>• Before the vaccine, about 100 people died each year as a result of chickenpox in the United States.</li> </ul> <p>Chickenpox vaccine can prevent chickenpox.</p> <p>Most people who get chickenpox vaccine will not get chickenpox. But if someone who has been vaccinated does get chickenpox, it is usually very mild. They will have fewer blisters, are less likely to have a fever, and will recover faster.</p>	<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <b>4 What are the risks from chickenpox vaccine?</b> </div> <p>A vaccine, like any medicine, is capable of causing serious problems, such as severe allergic reactions. The risk of chickenpox vaccine causing serious harm, or death, is extremely small.</p> <p>Getting chickenpox vaccine is much safer than getting chickenpox disease. Most people who get chickenpox vaccine do not have any problems with it. Reactions are usually more likely after the first dose than after the second.</p> <p><b>Mild problems</b></p> <ul style="list-style-type: none"> <li>• Soreness or swelling where the shot was given (about 1 out of 5 children and up to 1 out of 3 adolescents and adults)</li> <li>• Fever (1 person out of 10, or less)</li> <li>• Mild rash, up to a month after vaccination (1 person out of 25). It is possible for these people to infect other members of their household, but this is extremely rare.</li> </ul> <p><b>Moderate problems</b></p> <ul style="list-style-type: none"> <li>• Seizure (jerkings or staring) caused by fever (very rare).</li> </ul> <p><b>Severe problems</b></p> <ul style="list-style-type: none"> <li>• Pneumonia (very rare)</li> </ul> <p>Other serious problems, including severe brain reactions and low blood count, have been reported after chickenpox vaccination. These happen so rarely experts cannot tell whether they are caused by the vaccine or not. If they are, it is extremely rare.</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px; font-size: 0.8em;"> <p>Note: The first dose of <b>MMRV</b> vaccine has been associated with rash and higher rates of fever than MMR and varicella vaccines given separately. Rash has been reported in about 1 person in 20 and fever in about 1 person in 5.</p> <p>Seizures caused by a fever are also reported more often after MMRV. These usually occur 5–12 days after the first dose.</p> </div>				
<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <b>2 Who should get chickenpox vaccine and when?</b> </div> <p><b>Routine</b></p> <p>Children who have never had chickenpox should get 2 doses of chickenpox vaccine at these ages:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">1st Dose:</td> <td>12–15 months of age</td> </tr> <tr> <td>2nd Dose:</td> <td>4–6 years of age (may be given earlier, if at least 3 months after the 1st dose)</td> </tr> </table> <p>People 13 years of age and older (who have never had chickenpox or received chickenpox vaccine) should get two doses at least 28 days apart.</p>	1st Dose:	12–15 months of age	2nd Dose:	4–6 years of age (may be given earlier, if at least 3 months after the 1st dose)	<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <b>3 Some people should not get chickenpox vaccine or should wait.</b> </div> <p><b>Catch-up</b></p> <p>Anyone who is not fully vaccinated, and never had chickenpox, should receive one or two doses of chickenpox vaccine. The timing of these doses depends on the person's age. Ask your doctor.</p> <p>Chickenpox vaccine may be given at the same time as other vaccines.</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px; font-size: 0.8em;"> <p>Note: A "combination" vaccine called <b>MMRV</b>, which contains both chickenpox and MMR vaccines, may be given instead of the two individual vaccines to people 12 years of age and younger.</p> </div> <ul style="list-style-type: none"> <li>• People should not get chickenpox vaccine if they have ever had a life-threatening allergic reaction to a previous dose of chickenpox vaccine or to gelatin or the antibiotic neomycin.</li> <li>• People who are moderately or severely ill at the time the shot is scheduled should usually wait until they recover before getting chickenpox vaccine.</li> <li>• Pregnant women should wait to get chickenpox vaccine until after they have given birth. Women should not get pregnant for 1 month after getting chickenpox vaccine.</li> <li>• Some people should check with their doctor about whether they should get chickenpox vaccine, including anyone who:             <ul style="list-style-type: none"> <li>- Has HIV/AIDS or another disease that affects the immune system</li> <li>- Is being treated with drugs that affect the immune system, such as steroids, for 2 weeks or longer</li> <li>- Has any kind of cancer</li> <li>- Is getting cancer treatment with radiation or drugs</li> </ul> </li> <li>• People who recently had a transfusion or were given other blood products should ask their doctor when they may get chickenpox vaccine.</li> </ul> <p>Ask your doctor for more information.</p> <div style="text-align: center; margin-top: 10px;">  <div style="font-size: 0.7em; display: inline-block; vertical-align: middle;">             U.S. Department of Health and Human Services              Centers for Disease Control and Prevention           </div> </div>
1st Dose:	12–15 months of age				
2nd Dose:	4–6 years of age (may be given earlier, if at least 3 months after the 1st dose)				
<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <b>5 What if there is a serious reaction?</b> </div> <p><b>What should I look for?</b></p> <ul style="list-style-type: none"> <li>• Look for anything that concerns you, such as signs of a severe allergic reaction, very high fever, or behavior changes.</li> </ul> <p>Signs of a severe allergic reaction can include hives, swelling of the face and throat, difficulty breathing, a fast heartbeat, dizziness, and weakness. These would start a few minutes to a few hours after the vaccination.</p> <p><b>What should I do?</b></p> <ul style="list-style-type: none"> <li>• If you think it is a severe allergic reaction or other emergency that can't wait, call 9-1-1 or get the person to the nearest hospital. Otherwise, call your doctor.</li> <li>• Afterward, the reaction should be reported to the Vaccine Adverse Event Reporting System (VAERS). Your doctor might file this report, or you can do it yourself through the VAERS web site at <a href="http://www.vaers.hhs.gov">www.vaers.hhs.gov</a>, or by calling 1-800-822-7967.</li> </ul> <p><i>VAERS is only for reporting reactions. They do not give medical advice.</i></p>					
<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <b>6 The National Vaccine Injury Compensation Program</b> </div> <p>The National Vaccine Injury Compensation Program (VICP) is a federal program that was created to compensate people who may have been injured by certain vaccines.</p> <p>Persons who believe they may have been injured by a vaccine can learn about the program and about filing a claim by calling 1-800-338-2382 or visiting the VICP website at <a href="http://www.hrsa.gov/vaccinecompensation">www.hrsa.gov/vaccinecompensation</a>.</p>					
<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <b>7 How can I learn more?</b> </div> <ul style="list-style-type: none"> <li>• Ask your doctor.</li> <li>• Call your local or state health department.</li> <li>• Contact the Centers for Disease Control and Prevention (CDC):             <ul style="list-style-type: none"> <li>- Call 1-800-232-4636 (1-800-CDC-INFO) or</li> <li>- Visit CDC's website at <a href="http://www.cdc.gov/vaccines">www.cdc.gov/vaccines</a></li> </ul> </li> </ul>					
<div style="display: flex; justify-content: space-between; align-items: center;"> <div> <p>Vaccine Information Statement (Interim)</p> <p><b>Varicella Vaccine</b></p> <p>3/13/2008</p> <p>42 U.S.C. § 300aa-26</p> </div> <div style="border: 1px solid black; padding: 5px; text-align: center; font-size: 0.8em;">             Office Use Only   </div> </div>					







## Immunization Checklists by Age – 4 - 6 yrs., 7yrs. – 6<sup>th</sup> Grade, and 7<sup>th</sup> -12<sup>th</sup> Grade

Student Name: \_\_\_\_\_

### Immunization Checklist 4-6 Years Old

- ☐ Polio  
(OPV or IPV)  
4 Doses
  - ☐ 1st Dose
  - ☐ 2nd Dose
  - ☐ 3rd Dose
  - ☐ 4th Dose
  - ☐ 3 Doses are okay if one was given on or after their 4th birthday
- ☐ Diphtheria, Tetanus, and Pertussis  
(DTaP, DTP, or DT)  
5 Doses
  - ☐ 1st Dose
  - ☐ 2nd Dose
  - ☐ 3rd Dose
  - ☐ 4th Dose
  - ☐ 5th Dose
  - ☐ 4 Doses are okay if one was given on or after their 4th birthday
- ☐ Measles, Mumps, and Rubella  
(MMR or MMR-V)  
2 Doses  
(Both must be given on or after their 1st birthday. Only one dose of mumps and rubella vaccines are required if given separately)
  - ☐ 1st Dose
  - ☐ 2nd Dose
- ☐ Hepatitis B  
(Hep B or HBV)  
3 Doses
  - ☐ 1st Dose
  - ☐ 2nd Dose
  - ☐ 3rd Dose
- ☐ Varicella  
(Chickenpox, VAR, MMR-V, or VZV)  
1 Dose
  - ☐ 1st Dose

Student Name: \_\_\_\_\_

### Immunization Checklist 7 Years Old-6th Grade

- ☐ Polio  
(OPV or IPV)  
4 Doses
  - ☐ 1st Dose
  - ☐ 2nd Dose
  - ☐ 3rd Dose
  - ☐ 4th Dose
  - ☐ 3 Doses are okay if one was given on or after their 2nd birthday
- ☐ Diphtheria, Tetanus, and Pertussis  
(DTaP, DTP, DT, Tdap, Td)  
4 Doses
  - ☐ 1st Dose
  - ☐ 2nd Dose
  - ☐ 3rd Dose
  - ☐ 4th Dose
  - ☐ 3 Doses are okay if last dose was given on or after 2nd birthday. At least one dose must be Tdap or DTaP/DTP given on or after 7th birthday for all 7th-12th graders
- ☐ Measles, Mumps, and Rubella  
(MMR or MMR-V)  
1 Dose  
(Both must be given on or after their 1st birthday. Mumps vaccine is not required if given separately)
  - ☐ 1 Dose
- ☐ Varicella  
(Chickenpox, VAR, MMR-V, or VZV)  
1 Dose or 2 Doses
  - ☐ 1st Dose (for ages 7-12 years)
  - ☐ 2nd Dose (for ages 13-17 years)

## **APPENDIX D – MEDICATION FORMS**

### **Medication Authorization for Caspar Creek Students**



## **Authorization for Self-Medication By Caspar Creek Students**



## Medication Administration Record (MAR)

### Medication Administration Record (MAR)

Student Name: \_\_\_\_\_

Birthdate: \_\_\_\_\_

Healthcare provider name/number: \_\_\_\_\_

Student authorized to self-administer: \_\_\_\_\_ Date Authorization for Medication: \_\_\_\_\_ Expires on: \_\_\_\_\_ (1 year from date received)

Medication/Indication: \_\_\_\_\_ Dose: \_\_\_\_\_ Route: \_\_\_\_\_

Time due: \_\_\_\_\_ Frequency: \_\_\_\_\_ Special Instructions: \_\_\_\_\_

Controlled Medication? \_\_\_\_\_ (must complete columns in **red** on arrival and return of medication with staff and parent signature)

\*If medication not given when ordered, document "NOT GIVEN" with Date/Time and explanation in Notes column.

Medication	Date/Time	Blood sugar if applicable	Dose/Route: (oral, subcutaneous, intramuscular)	Pill Count	Signatures & Notes Student signs if self-administered Staff and parent sign medication in and of out of school if student not authorized to self-administer

\*\*Parent/Guardian must be notified of missed dose—use Date/Time and Notes column.



## **Medication Administration Waiver**

# APPENDIX E – DIABETES MANAGEMENT FORMS

## Diabetes Medical Management Plan (DMMP)

### Diabetes Medical Management Plan (DMMP)

Page 1 of 7, DMMP

This plan should be completed by the student's personal diabetes health care team, including the parents/guardians. It should be reviewed with relevant school staff and copies should be kept in a place that can be accessed easily by the school nurse, trained diabetes personnel, and other authorized personnel.

Date of plan: \_\_\_\_\_ This plan is valid for the current school year: \_\_\_\_\_

#### Student Information

Student's name: \_\_\_\_\_ Date of birth: \_\_\_\_\_  
 Date of diabetes diagnosis: \_\_\_\_\_ ☐ Type 1 ☐ Type 2 ☐ Other: \_\_\_\_\_  
 School: \_\_\_\_\_ School phone number: \_\_\_\_\_  
 Grade: \_\_\_\_\_ Homeroom teacher: \_\_\_\_\_  
 School nurse: \_\_\_\_\_ Phone: \_\_\_\_\_

#### Contact Information

Parent/guardian 1: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_  
 Email address: \_\_\_\_\_

Parent/guardian 2: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_  
 Email address: \_\_\_\_\_

Student's physician/health care provider: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ Emergency number: \_\_\_\_\_  
 Email address: \_\_\_\_\_

Other emergency contacts: \_\_\_\_\_  
 Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
 Telephone: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

#### Hypoglycemia treatment

Student's usual symptoms of hypoglycemia (list below): \_\_\_\_\_

If exhibiting symptoms of hypoglycemia, OR if blood glucose level is less than \_\_\_\_\_ mg/dL, give a quick-acting glucose product equal to \_\_\_\_\_ grams of carbohydrate.  
 Recheck blood glucose in 15 minutes and repeat treatment if blood glucose level is less than \_\_\_\_\_ mg/dL.

Additional treatment: \_\_\_\_\_

If the student is unable to eat or drink, is unconscious or unresponsive, or is having seizure activity or convulsions (jerking movement):

- Position the student on his or her side to prevent choking.
- Give glucagon: ☐ 1 mg ☐ 1/2 mg ☐ Other (dose) \_\_\_\_\_  
 • Route: ☐ Subcutaneous (SC) ☐ Intramuscular (IM)  
 • Site for glucagon injection: ☐ Buttocks ☐ Arm ☐ Thigh ☐ Other: \_\_\_\_\_
- Call 911 (Emergency Medical Services) and the student's parents/guardians.
- Contact the student's health care provider.

#### Hyperglycemia treatment

Student's usual symptoms of hyperglycemia (list below): \_\_\_\_\_

- Check ☐ Urine ☐ Blood for ketones every \_\_\_\_\_ hours when blood glucose levels are above \_\_\_\_\_ mg/dL.
- For blood glucose greater than \_\_\_\_\_ mg/dL AND at least \_\_\_\_\_ hours since last insulin dose, give correction dose of insulin (see correction dose orders).
- Notify parents/guardians if blood glucose is over \_\_\_\_\_ mg/dL.
- For insulin pump users: see **Additional Information for Student with Insulin Pump**.
- Allow unrestricted access to the bathroom.
- Give extra water and/or non-sugar-containing drinks (not fruit juices): \_\_\_\_\_ ounces per hour.

Additional treatment for ketones: \_\_\_\_\_

- Follow physical activity and sports orders. (See **Physical Activity and Sports**)
- If the student has symptoms of a hyperglycemia emergency, call 911 (Emergency Medical Services) and contact the student's parents/guardians and health care provider. Symptoms of a hyperglycemia emergency include: dry mouth, extreme thirst, nausea and vomiting, severe abdominal pain, heavy breathing or shortness of breath, chest pain, increasing sleepiness or lethargy, or depressed level of consciousness.

#### Insulin therapy

Insulin delivery device: ☐ Syringe ☐ Insulin pen ☐ Insulin pump  
 Type of insulin therapy at school: ☐ Adjustable (basal-bolus) insulin ☐ Fixed insulin therapy ☐ No insulin

#### Checking blood glucose

Brand/model of blood glucose meter: \_\_\_\_\_

Target range of blood glucose: \_\_\_\_\_

Before meals: ☐ 90-130 mg/dL ☐ Other: \_\_\_\_\_

Check blood glucose level: \_\_\_\_\_

- ☐ Before breakfast ☐ After breakfast ☐ \_\_\_\_\_ Hours after breakfast ☐ 2 hours after a correction dose
- ☐ Before lunch ☐ After lunch ☐ \_\_\_\_\_ Hours after lunch ☐ Before dismissal
- ☐ Mid-morning ☐ Before PE ☐ After PE ☐ Other: \_\_\_\_\_
- ☐ As needed for signs/symptoms of low or high blood glucose ☐ As needed for signs/symptoms of illness

Preferred site of testing: ☐ Side of fingertip ☐ Other: \_\_\_\_\_  
 Note: The side of the fingertip should always be used to check blood glucose level if hypoglycemia is suspected.

Student's self-care blood glucose checking skills:

- ☐ Independently checks own blood glucose
- ☐ May check blood glucose with supervision
- ☐ Requires a school nurse or trained diabetes personnel to check blood glucose
- ☐ Uses a smartphone or other monitoring technology to track blood glucose values

Continuous glucose monitor (CGM): ☐ Yes ☐ No Brand/model: \_\_\_\_\_

Alarms set for: Severe Low: \_\_\_\_\_ Low: \_\_\_\_\_ High: \_\_\_\_\_

Predictive alarm: Low: \_\_\_\_\_ High: \_\_\_\_\_ Rate of change: Low: \_\_\_\_\_ High: \_\_\_\_\_

Threshold suspend setting: \_\_\_\_\_

#### Additional Information for student with CGM

- Confirm CGM results with a blood glucose meter check before taking action on the sensor blood glucose level. If the student has signs or symptoms of hypoglycemia, check fingertip blood glucose level regardless of the CGM.
- Insulin injections should be given at least three inches away from the CGM insertion site.
- Do not disconnect from the CGM for sports activities.
- If the adhesive is peeling, reinforce it with approved medical tape.
- If the CGM becomes dislodged, return everything to the parents/guardians. Do not throw any part away.
- Refer to the manufacturer's instructions on how to use the student's device.

Student's Self-care CGM Skills	Independent?	
The student troubleshoots alarms and malfunctions.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
The student knows what to do and is able to deal with a HIGH alarm.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
The student knows what to do and is able to deal with a LOW alarm.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
The student can calibrate the CGM.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
The student knows what to do when the CGM indicates a rapid trending rise or fall in the blood glucose level.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

The student should be escorted to the nurse if the CGM alarm goes off: ☐ Yes ☐ No

Other instructions for the school health team: \_\_\_\_\_

#### Insulin therapy (continued)

Adjustable (Basal-bolus) Insulin Therapy

• Carbohydrate Coverage/Correction Dose: Name of insulin: \_\_\_\_\_

• Carbohydrate Coverage: \_\_\_\_\_

Insulin-to-carbohydrate ratio: \_\_\_\_\_ Lunch: 1 unit of insulin per \_\_\_\_\_ grams of carbohydrate

Breakfast: 1 unit of insulin per \_\_\_\_\_ grams of carbohydrate Snack: 1 unit of insulin per \_\_\_\_\_ grams of carbohydrate

Carbohydrate Dose Calculation Example
Total Grams of Carbohydrate to Be Eaten = _____ Units of Insulin
Insulin-to-Carbohydrate Ratio

Correction dose: Blood glucose correction factor (insulin sensitivity factor) = \_\_\_\_\_ Target blood glucose = \_\_\_\_\_ mg/dL

Correction Dose Calculation Example
Current Blood Glucose - Target Blood Glucose = _____ Units of Insulin
Correction Factor

Correction dose scale (use instead of calculation above to determine insulin correction dose):

Blood glucose \_\_\_\_\_ to \_\_\_\_\_ mg/dL, give \_\_\_\_\_ units Blood glucose \_\_\_\_\_ to \_\_\_\_\_ mg/dL, give \_\_\_\_\_ units

Blood glucose \_\_\_\_\_ to \_\_\_\_\_ mg/dL, give \_\_\_\_\_ units Blood glucose \_\_\_\_\_ to \_\_\_\_\_ mg/dL, give \_\_\_\_\_ units

See the worksheet examples in **Advanced Insulin Management: Using Insulin-to-Carb Ratios and Correction Factors** for instructions on how to compute the insulin dose using a student's insulin-to-carb ratio and insulin correction factor.

When to give insulin:

Breakfast

☐ Carbohydrate coverage only

☐ Carbohydrate coverage plus correction dose when blood glucose is greater than \_\_\_\_\_ mg/dL and \_\_\_\_\_ hours since last insulin dose.

☐ Other: \_\_\_\_\_

Lunch

☐ Carbohydrate coverage only

☐ Carbohydrate coverage plus correction dose when blood glucose is greater than \_\_\_\_\_ mg/dL and \_\_\_\_\_ hours since last insulin dose.

☐ Other: \_\_\_\_\_

Snack

☐ No coverage for snack

☐ Carbohydrate coverage only

☐ Carbohydrate coverage plus correction dose when blood glucose is greater than \_\_\_\_\_ mg/dL and \_\_\_\_\_ hours since last insulin dose.

☐ Correction dose only: For blood glucose greater than \_\_\_\_\_ mg/dL AND at least \_\_\_\_\_ hours since last insulin dose.

☐ Other: \_\_\_\_\_

## Diabetes Medical Management Plan (DMMP) continued

### Insulin therapy (continued)

**Fixed Insulin Therapy** Name of Insulin: \_\_\_\_\_

☐ Units of insulin given pre-breakfast daily

☐ Units of insulin given pre-lunch daily

☐ Units of insulin given pre-snack daily

☐ Other: \_\_\_\_\_

#### Parents/Guardians Authorization to Adjust Insulin Dose

☐ Yes ☐ No Parents/guardians authorization should be obtained before administering a correction dose.

☐ Yes ☐ No Parents/guardians are authorized to increase or decrease correction dose scale within the following range: +/- \_\_\_\_\_ units of insulin.

☐ Yes ☐ No Parents/guardians are authorized to increase or decrease insulin-to-carbohydrate ratio within the following range: \_\_\_\_\_ units per prescribed grams of carbohydrate, +/- \_\_\_\_\_ grams of carbohydrate.

☐ Yes ☐ No Parents/guardians are authorized to increase or decrease fixed insulin dose within the following range: +/- \_\_\_\_\_ units of insulin.

#### Student's self-care insulin administration skills:

☐ Independently calculates and gives own injections.

☐ May calculate/give own injections with supervision.

☐ Requires school nurse or trained diabetes personnel to calculate dose and student can give own injection with supervision.

☐ Requires school nurse or trained diabetes personnel to calculate dose and give the injection.

### Additional information for student with insulin pump

**Brand/model of pump:** \_\_\_\_\_ **Type of insulin in pump:** \_\_\_\_\_

**Basal rates during school:** Time: \_\_\_\_\_ Basal rate: \_\_\_\_\_ Time: \_\_\_\_\_ Basal rate: \_\_\_\_\_

Time: \_\_\_\_\_ Basal rate: \_\_\_\_\_ Time: \_\_\_\_\_ Basal rate: \_\_\_\_\_

Time: \_\_\_\_\_ Basal rate: \_\_\_\_\_

**Other pump instructions:** \_\_\_\_\_

#### Type of infusion set:

#### Appropriate infusion site(s):

☐ For blood glucose greater than \_\_\_\_\_ mg/dL that has not decreased within \_\_\_\_\_ hours after correction, consider pump failure or infusion site failure. Notify parents/guardians.

☐ For infusion site failure: Insert new infusion set and/or replace reservoir, or give insulin by syringe or pen.

☐ For suspected pump failure: Suspend or remove pump and give insulin by syringe or pen.

#### Physical Activity

May disconnect from pump for sports activities:

☐ Yes, for \_\_\_\_\_ hours

☐ No

Set a temporary basal rate:

☐ Yes, \_\_\_\_\_ % temporary basal for \_\_\_\_\_ hours

☐ No

Suspend pump use:

☐ Yes, for \_\_\_\_\_ hours

☐ No

### Additional information for student with insulin pump (continued)

Student's Self-care Pump Skills	Independent?	
Counts carbohydrates	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Calculates correct amount of insulin for carbohydrates consumed	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Administers correction bolus	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Calculates and sets basal profiles	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Calculates and sets temporary basal rate	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Changes batteries	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Disconnects pump	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Reconnects pump to infusion set	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Prepares reservoir, pod, and/or tubing	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Inserts infusion set	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Troubleshoots alarms and malfunctions	<input type="checkbox"/> Yes	<input type="checkbox"/> No

### Other diabetes medications

Name: \_\_\_\_\_ Dose: \_\_\_\_\_ Route: \_\_\_\_\_ Times given: \_\_\_\_\_

Name: \_\_\_\_\_ Dose: \_\_\_\_\_ Route: \_\_\_\_\_ Times given: \_\_\_\_\_

### Meal plan

Meal/Snack	Time	Carbohydrate Content (grams)
Breakfast		_____ to _____
Mid-morning snack		_____ to _____
Lunch		_____ to _____
Mid-afternoon snack		_____ to _____

**Other times to give snacks and content/amount:** \_\_\_\_\_

**Instructions for when food is provided to the class** (e.g., as part of a class party or food sampling event): \_\_\_\_\_

**Special event/party food permitted:** ☐ Parents/Guardians' discretion ☐ Student discretion

#### Student's self-care nutrition skills:

☐ Independently counts carbohydrates

☐ May count carbohydrates with supervision

☐ Requires school nurse/trained diabetes personnel to count carbohydrates

### Physical activity and sports

A quick-acting source of glucose such as ☐ glucose tabs and/or ☐ sugar-containing juice must be available at the site of physical education activities and sports.

Student should eat ☐ 15 grams ☐ 30 grams of carbohydrate ☐ other: \_\_\_\_\_

☐ before ☐ every 30 minutes during ☐ every 60 minutes during ☐ after vigorous physical activity ☐ other: \_\_\_\_\_

If most recent blood glucose is less than \_\_\_\_\_ mg/dL, student can participate in physical activity when blood glucose is corrected and above \_\_\_\_\_ mg/dL.

Avoid physical activity when blood glucose is greater than \_\_\_\_\_ mg/dL or if urine/blood ketones are moderate to large.

(See **Administer Insulin** for additional information for students on insulin pumps.)

### Disaster plan

To prepare for an unplanned disaster or emergency (72 hours), obtain emergency supply kit from parents/guardians.

☐ Continue to follow orders contained in this DMMP.

☐ Additional insulin orders as follows (e.g., dinner and nighttime): \_\_\_\_\_

\_\_\_\_\_

☐ Other: \_\_\_\_\_

\_\_\_\_\_

### Signatures

This Diabetes Medical Management Plan has been approved by:

Student's Physician/Health Care Provider \_\_\_\_\_ Date \_\_\_\_\_

I, (parent/guardian) \_\_\_\_\_, give permission to the school nurse or another qualified health care professional or trained diabetes personnel of (school) \_\_\_\_\_ to perform

and carry out the diabetes care tasks as outlined in (student) \_\_\_\_\_ Diabetes Medical Management Plan. I also consent to the release of the information contained in this Diabetes Medical Management Plan

to all school staff members and other adults who have responsibility for my child and who may need to know this information

to maintain my child's health and safety. I also give permission to the school nurse or another qualified health care professional

to contact my child's physician/health care provider.

Acknowledged and received by:

Student's Parent/Guardian \_\_\_\_\_ Date \_\_\_\_\_

Student's Parent/Guardian \_\_\_\_\_ Date \_\_\_\_\_

School Nurse/Other Qualified Health Care Personnel \_\_\_\_\_ Date \_\_\_\_\_

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## **Glucagon Administration**



## **Emergency Supply Letter**

Diabetes Management Volunteer Request Form

## **APPENDIX F – EPI-PEN**

**Epi-Pen Volunteer Request Form**

# Administration of Epinephrine Auto-Injectors

## Administration of Epinephrine Auto-Injectors

Training standards for the administration of epinephrine auto-injectors in accordance with *Education Code* Section 49414.

### Training Standards for the Administration of Epinephrine Auto-Injectors

#### Contents

[Introduction](#) | [Training Standards](#) | [Guidelines for School Districts](#) | [Relevant Laws](#) | [Resources](#) | [Acknowledgements](#)

#### I. Introduction

Anaphylaxis is a potentially life-threatening hypersensitivity to a substance.<sup>1</sup> The reaction can occur within seconds or minutes of encountering an allergic trigger, including but not limited to an insect sting, food allergy, drug reaction (e.g., antibiotics, aspirin and non-steroidal inflammatory drugs), and exercise.<sup>2</sup> Other causes include latex and, less commonly, food-dependent, exercise-induced anaphylaxis and idiopathic anaphylaxis (unknown cause). Symptoms may include shortness of breath, wheezing, difficulty breathing, difficulty talking or swallowing, hives, itching, swelling (of the face, lips, tongue, or other parts of the body), shock, or asthma.<sup>3</sup> Other symptoms may include narrowing of the airways, rashes, hoarseness, nausea or vomiting, weak pulse, and dizziness. Individuals may experience anaphylaxis and not show any skin symptoms. Many individuals may have previously had only a mild reaction to an allergen, but subsequent exposure can trigger anaphylaxis. Without immediate administration of epinephrine followed by activation of emergency medical services, death can occur.

According to Food Allergy Research and Education (FARE),<sup>4</sup> anaphylaxis affects one in every 13 children (under eighteen years of age) or approximately two children in every classroom. It is estimated that 25 percent of students have their first anaphylactic reaction at school.

California *Education Code* (EC) Section 49414, as amended by Senate Bill 1266, effective January 1, 2015,<sup>5</sup> requires school districts to provide emergency epinephrine auto-injectors to school nurses or trained personnel who have volunteered, and provides that school nurses or trained personnel who have volunteered may use epinephrine auto-injectors to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction.<sup>6</sup> The legislative history of SB 1266 indicates the intent to protect not only children with previously diagnosed allergies, but also children who do not know they are allergic and who therefore may not have prescribed epinephrine.<sup>7</sup> The law requires the State Superintendent of Public Instruction (SSPI) to review and update the minimum training standards for the administration of epinephrine auto-injectors at least every five years,<sup>8</sup> and requires a school district, county office of education, or charter school to annually distribute a notice and description of volunteer training.<sup>9</sup>

This document updates previous minimum training standards for the administration of epinephrine auto-injectors in accordance with EC Section 49414. These updated training standards were developed in consultation with organizations and providers with expertise in administering epinephrine auto-injectors and administering medication in a school environment, as required by EC Section

return a few hours later. This is called a bi-phasic reaction. Often the symptoms of the bi-phasic reaction occur in the respiratory system and take the individual by surprise. Therefore, according to the American Academy of Allergy, Asthma and Immunology (AAAAI),<sup>13</sup> after a serious reaction "observation in a hospital setting is necessary for at least four hours after initial symptoms subside because delayed and prolonged reactions may occur even after proper initial treatment." Individuals may require a longer observation stay in the emergency department and/or may be admitted to the hospital for additional treatment and evaluation.

#### B. Standards and Procedures for Emergency Use and Storage of Epinephrine Auto-Injectors<sup>14</sup>

1. **Storage and restocking.** An epinephrine auto-injector is a disposable drug delivery system with a spring activated needle that is designed for emergency administration of epinephrine to provide rapid, convenient first aid for persons suffering a potentially fatal reaction to anaphylaxis.<sup>15</sup> This ready-to-use and easily transported system is designed to treat a single anaphylactic episode. It must be properly discarded (in compliance with applicable state and federal laws) after its use, or provided to the emergency medical responders.

A qualified supervisor of health, which may include but is not limited to a school nurse<sup>16</sup> (or, if there is no qualified supervisor of health, an administrator)<sup>17</sup> shall obtain from an authorized physician<sup>18</sup> a prescription for each school for epinephrine auto-injectors that, at a minimum, includes one regular (or adult) and one junior epinephrine auto-injector for an elementary school, and one regular or adult (if there are no pupils requiring a junior) epinephrine auto-injector for a junior high school, middle school or high school<sup>19</sup> (it is generally recommended that two epinephrine auto-injectors be kept on-hand, as back-up).

The qualified supervisor of health (or administrator) shall be responsible for stocking the epinephrine auto-injector and restocking it if it is used.<sup>20</sup> If the epinephrine auto-injector is used it shall be restocked as soon as reasonably possible, but no later than two weeks after it is used.<sup>21</sup> Epinephrine auto-injectors shall be restocked before their expiration date.<sup>22</sup>

According to the manufacturer, epinephrine auto-injectors should be stored in a secure but accessible, well-marked location, at room temperature until the marked expiration date, at which time the unit must be replaced. Epinephrine auto-injectors should be stored in an unlocked location. Auto-injectors should not be refrigerated as this could cause the device to malfunction. Epinephrine auto-injectors should not be exposed to extreme heat or direct sunlight. Heat and light shorten the life of the product and can cause the epinephrine to degrade. To be effective, the solution in the auto-injector should be clear and colorless. If the solution is brown, the unit should be replaced immediately.<sup>23</sup>

Free sources of epinephrine auto-injectors may include a manufacturer or wholesaler.<sup>24</sup> A pharmacy may furnish epinephrine auto-injectors to a school district, county office of education, or charter school for its exclusive use upon a physician's written order specifying the quantity to be furnished.<sup>25</sup> The school district, county office of education, or charter school is responsible for monitoring the supply of epinephrine auto-injectors received from a pharmacy and ensuring that they are destroyed when expired.<sup>26</sup>

49414(e)(1).

Local educational agencies may also wish to consult their own attorneys.

#### II. Training Standards

Schools may designate one or more volunteers to receive initial and annual refresher training, based on the standards developed by the SSPI, regarding the storage and use of an epinephrine auto-injector from the school nurse or another qualified person designated by an authorizing physician.<sup>18</sup> Training should include the following information:

- A. Techniques for Recognizing Symptoms of Anaphylaxis
- B. Standards and Procedures for Emergency Use and Storage of Epinephrine Auto-Injectors
- C. Emergency Follow-up Procedures
- D. Recommendations on Necessity of Instruction and Certification in Cardiopulmonary Resuscitation (CPR)
- E. Instruction on How to Determine Whether to Use an Adult Epinephrine or a Junior Epinephrine Auto-injector
- F. Written Materials Covering the Information Above<sup>11</sup>

#### A. Techniques for Recognizing Symptoms of Anaphylaxis<sup>12</sup>

The signs and symptoms of anaphylaxis usually appear rapidly, within seconds or minutes after allergen exposure, although in some cases the reaction can be delayed for up to several hours. Anaphylaxis is highly likely to be occurring when any ONE of the following happens within minutes to hours after exposure to an allergen:

1. A person has symptoms that involve the skin, nose, mouth, or gastrointestinal tract
  - o Itching, wheezing, swelling, throat tightening, vomiting, or diarrhea
  - AND either:
  - o Difficulty breathing, or
  - o Reduced blood pressure (e.g., pale, weak pulse, confusion, loss of consciousness)
2. A person was exposed to a suspected (known allergy) allergen, and TWO or more of the following occur:
  - o Skin symptoms or swollen lips
  - o Difficulty breathing
  - o Reduced blood pressure
  - o Gastrointestinal symptoms (e.g., vomiting, diarrhea, or cramping)

For some individuals who have had an anaphylactic reaction, the symptoms may go away but then

2. **Emergency use.** A school nurse, or, if the school does not have a school nurse or the school nurse is not on-site or available, a trained volunteer<sup>27</sup> may administer an epinephrine auto-injector to a person exhibiting potentially life-threatening symptoms of anaphylaxis at school or a school activity when a physician is not immediately available.<sup>28</sup> The following information on the emergency use of an epinephrine auto-injector is based on the manufacturer's instructions<sup>29</sup> and represents the consensus recommendations of the organizations and providers consulted per EC Section 49414(e)(1). Once anaphylaxis symptoms are present, it is recommended that the first line of treatment of choice is an immediate intramuscular injection of epinephrine (epinephrine auto-injector), which is effective for five minutes (according to the manufacturer of epinephrine auto-injectors).

#### Steps in the Emergency Use of an Epinephrine Auto-Injector:

1. Determine if anaphylaxis is suspected. Anaphylaxis usually, but not always, occurs right after exposure to an allergen. Frequently, anaphylaxis occurs in individuals who have a history of a previous reaction. If there is uncertainty about the diagnosis, but there is a reasonable probability that it is anaphylaxis, then treat as anaphylaxis.
2. If anaphylaxis symptoms occur, administer the epinephrine auto-injector then call 911 or activate the emergency medical system (EMS). Stay with the victim. Have others notify the paramedics, school nurse, parents and school administrator immediately.<sup>30</sup>
3. Dosage:
  1. For students in second grade or below, or if less than 55 lbs., administer 0.15 mg., epinephrine auto-injector (Junior) (when in doubt-give the higher dose)
  2. For adults and students in third grade or above, or if more than 55 lbs., administer 0.30 mg., epinephrine auto-injector (Adult)
4. Stay with the individual and reassure them. Do not raise him/her to an upright position. Have the individual lie down if tolerated with lower extremities elevated. Roll the individual to their side if vomiting. Have him/her sit up if having difficulty breathing.
5. Epinephrine auto-injector administration procedure:

Read the manufacturer's instructions regarding administration of epinephrine auto-injector.

1. Remove safety cap or cover of epinephrine auto-injector and place 'tip' ("active side of device") on outside of thigh—midway between hip and knee (follow instructions—may require pressure while placing on thigh)
2. Position device perpendicular (90 degree angle) to the thigh
3. It can be administered through clothing
4. Wait for click or other sound indicating medication is being administered

## Administration of Epinephrine Auto-Injectors continued

5. Hold in place for approximately 10 seconds
6. Many have a shield that covers the exposed needle
7. Keep epinephrine auto-injector until emergency personnel arrive. Per their direction, either give to them or place expended injector in sharps container
6. If the anaphylactic reaction is due to an insect sting, remove the stinger as soon as possible after administering the epinephrine auto-injector. Remove stinger quickly by scraping with a fingernail, plastic card, or piece of cardboard. Apply an ice pack to sting area. DO NOT push, pinch, or squeeze, or further imbed the stinger into the skin because such action may cause more venom to be injected into the victim
7. Observe the victim for signs of shock. Cover the victim with a blanket, as necessary, to maintain body temperature and help to prevent shock
8. Monitor the victim's airway and breathing. If trained, begin CPR immediately if the victim stops breathing
  - If symptoms continue or worsen and paramedics have not arrived, use a second epinephrine auto-injector and re-inject 5–15 minutes after initial injection. Continue to monitor the victim's airway and breathing.
2. After epinephrine is given, the individual should be promptly taken to the nearest emergency department by ambulance for evaluation and monitoring by physicians and nurses. A second delayed reaction may occur after the initial anaphylaxis and this second set of symptoms can also be severe and life-threatening. After evaluation and treatment in the emergency department, parents/guardians should be advised to monitor student according to recommendations of the treating healthcare provider(s).
3. Document the incident, complete and submit any required reporting forms to the appropriate staff. Include in the documentation the date and time epinephrine auto-injector was administered, the victim's response, and additional pertinent information.

### C. Emergency Follow-up Procedures<sup>31</sup>

After administering the epinephrine auto-injector, immediately call 911<sup>32</sup> and activate the EMS. Stay with the victim. Have others notify the paramedics, school nurse, and school administrator immediately. If possible, contact the pupil's parent and physician.<sup>33</sup> Promptly transfer the individual to the nearest emergency department via ambulance for additional evaluation, monitoring, and treatment by physicians and nurses.

### D. Recommendations on the Necessity of Instruction and Certification in Cardio-Pulmonary Resuscitation<sup>34</sup>

Training in CPR is recommended. Any school personnel volunteering to be trained to administer epinephrine auto-injectors should be encouraged to receive CPR training.

### E. Instruction in How to Determine Whether to Use an Adult or Junior Epinephrine Auto-injector.<sup>35</sup>


According to the manufacturer, for students in second grade or below, or weighing less than 55 lbs., administer 0.15 mg., epinephrine auto-injector (Junior). (When in doubt, give the higher dose.)

For adults and students in third grade or above, or weighing more than 55 lbs., administer 0.30 mg., epinephrine auto-injector (Adult).

### F. Written Materials

Training must include written materials that cover the information described in A through E above. The school must retain those materials.<sup>36</sup>


### III. Guidelines for School Districts

School districts should consider developing policies and procedures that align with these Training Standards and address topics including, but not limited to: training protocols, emergency care plans, storage, and documentation. The Centers for Disease Control and Prevention recommends developing a school- or district-wide food allergy program; guidelines can be found at [Food Allergies Publications and Resources](#) .


School districts shall maintain documentation of the acquisition and disposition of epinephrine auto-injectors received from a pharmacy for three years.<sup>37</sup> It is recommended that documentation of all training, including sign-in sheets, training materials, copies of notices describing the volunteer request and training, report of administration of epinephrine auto-injector, and any follow-up documentation be maintained according to the district's policies and procedures.

### V. Resources

[American Academy of Allergy, Asthma and Immunology \(AAAAI\)](#) 


[American Academy of Pediatrics \(AAP\)](#) 

[California Department of Education \(CDE\)](#)

[California Department of Public Health \(CDPH\)](#) 

[California Medical Association \(CMA\)](#) 

[California School Nurses Organization \(CSNO\)](#) 

[Emergency Medical Systems Authority \(EMSA\)](#) 

[Food Allergy and Resource Education \(FARE\)](#) 

[National Association of School Nurses \(NASN\)](#) 

[National Food Service Management Institute: Food Allergy Fact Sheets](#) 

[Schools at Allergy Home](#) 



## **Acknowledgement of Training Standards for the Administration of Epinephrine Auto-Injectors, Training Video & CPR**

## **Storage and Maintenance of Epinephrine Auto-Injector**

## **Documentation of Emergency Use of Epinephrine Auto-Injector**



## APPENDIX G – HEAD LICE

### A Parent's Guide to Head Lice

If you have questions, contact your local health department or clinic.

Actual size of egg (nit), nymph, and adult head lice compared to a penny.

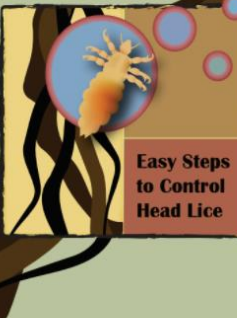


Image Courtesy CDC

California Department of Public Health  
Vector-Borne Disease Section  
(916) 552-9730  
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2016




### A PARENT'S GUIDE TO HEAD LICE



### Easy Steps to Control Head Lice

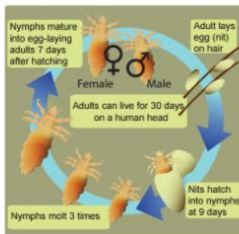
#### What are head lice?

Head lice are small insects that live in people's hair and feed on their blood. Lice glue their eggs, also called nits, to hair.

Head lice die quickly (within two days) without feeding so they cannot live very long away from your child's head.

Nits take six to nine days to hatch, and seven or more days for the lice to become egg-laying adults.

#### Development of Head Lice



#### How do people get head lice?

Children can give head lice to other children from head-to-head contact and sometimes when they share combs, hats, clothing, barrettes, helmets, scarves, headphones, or other personal items.

Head lice are a problem in homes, day care centers, elementary, and preschools. Children are more likely to get lice from family members and playmates than from classmates at school.

#### How do I know if my child has lice?

The only way to know if your child has lice is to look through their hair. Adult and nymphs may be more difficult to see than the nits which are usually found about 1/4 inch from the scalp.

**Don't confuse dirt or dandruff with nits. Nits stick on the hair.**

#### How can I get rid of my child's lice?

##### Nit combing and removal

If your child has head lice, the best way to get rid of the lice is to comb their hair every day with a nit comb for two weeks.

Nit combs should be metal (not plastic) and have long teeth. Several brands of nit combs are available at your local pharmacy.

A good example is the LiceMeister® metal comb that costs about \$10. Metal flea combs found at pet stores may be used as well.

The best way to remove nits is to part the hair into small sections. Comb from the roots to the tip of the hair. As each section is combed, fasten the hair to the scalp to keep track of what has been combed. If lice are found, wipe or rinse the comb before using again. It is easier to comb wet hair.



Any nits that cannot be combed out must be removed. You can do this by picking them out with fingernails or by cutting a single hair between the scalp and where nits are attached.

Check all family members' hair completely. Common places to find lice are close to the scalp, the neckline, and behind the ears.

#### Treatments

Permethrin (Nix®) or pyrethrin are the active ingredients in most over-the-counter head lice treatments.

Benzyl Alcohol lotions (5%) such as Ulesfia® can be prescribed to kill lice on children 6 months and older.

Ivermectin (0.5%) treatments such as Sklice® can be prescribed to kill nits and lice in children 6 months of age and above.

Spinosad (0.9%) treatments such as Natroba® can be prescribed to kill both lice and nits on children above 4 years old.

The AirAllé® is a device that delivers heated air at high flow to the scalp to kill lice and nits.

#### VERY IMPORTANT TREATMENT INFORMATION:

- Follow the label directions carefully.
- Treat only people who have head lice.
- Do not leave the product on for a longer time than recommended; it will not kill the lice faster.
- Each person with head lice needs a complete treatment. Do not split a single box of shampoo or rinse between people.
- Even after treatment, you should remove nits daily with a metal nit or flea comb until all nits are completely removed.



- Wait at least seven to ten days before treating someone for a second time if they still have lice. During this seven to ten day period continue to remove any lice and nits found.

#### What if the treatment did not work?

Here are a few reasons the treatment might not have worked:

- The directions on the treatment product were not followed closely enough.
- The nits were not completely removed.
- The child got head lice again from a playmate.
- Lice may not die right away.
- The problem was not lice.

#### There is NO proof that the following products work:

- Vinegar
- Compounds that say they dissolve the glue on the nits "to ease their removal."
- Mayonnaise
- Olive oil
- Tea tree oil



#### Here are a few other things you can do to get rid of the lice or nits in your home:

- Wash clothing and bedding in hot water (130°F) then dry on a hot cycle for at least 20 minutes.
- Seal items in plastic bags for two weeks to kill lice by preventing them from getting a blood meal.
- Boil combs, brushes, hair bands, and barrettes in water for five minutes, or soak them in rubbing alcohol or Lysol® for one hour.
- Vacuum carpets and furniture.




\* Use of this product name does not imply commercial endorsement by the California Department of Public Health.



# Head Lice 101

## Head Lice 101

What You Should Know About Head Lice



### Overview

Head lice are a common community problem. An estimated 6 to 12 million infestations occur each year in the United States, most commonly among children ages 3 to 11 years old. Children attending preschool or elementary school, and those who live with them, are the most commonly affected.<sup>1</sup>

Head lice are not dangerous.<sup>2</sup> They do not transmit disease, but they do spread easily, making it a community issue.<sup>3</sup> Additionally, despite what you might have heard, head lice often infest people with good hygiene and grooming habits.<sup>4,5</sup> Your family, friends or community may experience head lice. It's important to know some basics, including how to recognize symptoms and what to do if faced with an infestation.

### What Are Head Lice?

Head lice are tiny, wingless insects that live close to the human scalp. They feed on human blood.<sup>6</sup> An adult louse is the size of a sesame seed. Baby lice, or nymphs, are even smaller. Nits are the tiny, teardrop-shaped lice eggs. They attach to the hair shaft, often found around the nape of the neck or the ears. Nits can look similar to dandruff, but cannot be easily removed or brushed off.<sup>7</sup>

### Past Facts

- An estimated 6 to 12 million infestations occur each year among U.S. children 3 to 11 years of age<sup>1</sup>
- Head lice often infest people with good hygiene<sup>2,3</sup>
- Head lice move by crawling; they cannot jump or fly<sup>1</sup>
- Head lice do not transmit disease, but they do spread easily<sup>2</sup>
- If you or your child exhibits signs of an infestation, it is important to talk to your doctor to learn about treatment options

### How Are Head Lice Spread?


- Head lice move by crawling and cannot jump or fly<sup>1</sup>
- Head lice are mostly spread by direct head-to-head contact -- for example, during play at home or school, slumber parties, sports activities or camp.<sup>1</sup>
- It is possible, but not common, to spread head lice by contact with items that have been in contact with a person with head lice, such as clothing, hats, scarves or coats, or other personal items, such as combs, brushes or towels.<sup>1</sup>
- Head lice transmission can occur at home, school or in the community.<sup>1</sup>

### What Are the Signs & Symptoms of Infestation?


Signs and symptoms of infestation include:<sup>1</sup>

- **Tickling** feeling on the scalp or in the hair
- **Itching** (caused by the bites of the louse)
- **Irritability** and difficulty sleeping (lice are more active in the dark)
- **Sores on the head** (caused by scratching, which can sometimes become infected)


Finding a live nymph or adult louse on the scalp or in the hair is an indication of an active infestation. They are most commonly found behind the ears and near the neckline at the back of the head.<sup>4</sup>



NIT




Nymph



Full-Grown Louse

## Head Lice 101

What You Should Know About Head Lice



### What If My Child Gets Head Lice?

If you suspect your child might have head lice, it's important to talk to a school nurse, pediatrician or family physician to get appropriate care. There are a number of available treatments, including new prescription treatment options that are safe and do not require nit combing. Other things to consider in selecting and starting treatment include:

- Follow treatment instructions. Using extra amounts or multiple applications of the same medication is not recommended, unless directed by healthcare professional.<sup>8</sup>
- Resistance to some over-the-counter head lice treatments has been reported. The prevalence of resistance is not known.<sup>9,10</sup>
- There is no scientific evidence that home remedies are effective treatments.<sup>11</sup>
- Head lice do not infest the house. However, family bed linens and recently used clothes, hats and towels should be washed in very hot water.<sup>4</sup>
- Personal articles, such as combs, brushes and hair clips, should also be washed in hot soapy water or thrown away if they were exposed to the persons with active head lice infestation.<sup>4</sup>
- All household members and other close contacts should be checked, and those with evidence of an active infestation should also be treated at the same time.<sup>4</sup>

### References

- Centers for Disease Control and Prevention (CDC). Parasites: Lice: Head Lice: Frequently Asked Questions. [http://www.cdc.gov/parasites/lice/head/gen\\_infofaq.html](http://www.cdc.gov/parasites/lice/head/gen_infofaq.html). Accessed April 15, 2015.
- Centers for Disease Control and Prevention (CDC). Parasites: Lice: Head Lice: Diagnosis. <http://www.cdc.gov/parasites/lice/head/diagnosis.html>. Accessed April 15, 2015.
- Meinking T, Teplin D, Vicars M. Infestations. In: Schachner LA, Hershman BC, eds. Pediatric Dermatology. 4th ed. Mosby Elsevier; 2011:1327-1393.
- Centers for Disease Control and Prevention (CDC). Parasites: Head Lice: Epidemiology and Risk Factors. <http://www.cdc.gov/parasites/lice/head/epi.html>. Accessed April 15, 2015.
- Centers for Disease Control and Prevention (CDC). Parasites: Lice: Head Lice: Treatment. <http://www.cdc.gov/parasites/lice/head/treatment.html>. Accessed April 15, 2015.
- Grisham CB. Relationship of treatment-resistant head lice to the safety and efficacy of pediculicides. Mayo Clin Proc. 2004;79(9):644-646.
- Meinking TL, Serrano L, Hard B, et al. Comparative in vitro pediculicidal efficacy of treatments in a resistant head lice population on the US. Arch Dermatol. 2002;138:1020-1024.
- Centers for Disease Control and Prevention (CDC). Parasites: Lice: Head Lice: Treatment: Frequently Asked Questions. [http://www.cdc.gov/parasites/lice/head/gen\\_infofaq\\_treat.html](http://www.cdc.gov/parasites/lice/head/gen_infofaq_treat.html). Accessed April 15, 2015.
- Parsons D, Cargill TW. Head lice and the impact of knowledge, attitudes and practices -- a social science overview. In: Management and Control of Head Lice Infestations. UNI-MED, Bremen, Germany; 2010:323-329.
- Cordon SG. Shared vulnerability: a theory of caring for children with persistent head lice. J Sch Nurs. 2007;23(6):285-292.
- Cordon S. Management of head lice in school settings. Presented at the Florida Association of School Nurses conference, Orlando, FL, February 7, 2010.
- National Association of School Nurses. Pediculosis management in the school setting. Position statement, January 2011. <http://www.nasnp.org/PolicyAdvocacy/Pastor/PapersandReports/NASNPpositionstatements/PedVuln/14141442441414142/PedVuln-Management-in-the-School-Setting-Reviewed-2011>. Accessed April 15, 2015.
- Schoettler SZ. Treating and managing head lice: the school nurse perspective. Am J Manag Care. 2004;10(suppl 9):S273-S276.
- Frankowski BL, Bocchini JA, Jr. Council on School Health and Committee on Infectious Diseases. American Academy of Pediatrics. Clinical report -- Head lice. Pediatrics. 2010;125(5):130-135.

### Myths & Facts About Head Lice

**Myth: Only dirty people get head lice.**

**Fact:** Personal hygiene or household or school cleanliness are not factors for infestation. In fact, head lice often infest people with good hygiene and grooming habits.<sup>2,3</sup>

**Myth: Head lice carry diseases.**

**Fact:** Head lice do not spread diseases.<sup>1</sup>

**Myth: Head lice can be spread by sharing hairbrushes, hats, clothes and other personal items.**

**Fact:** It is uncommon to spread head lice by contact with clothing or other personal items, such as combs, brushes or hair accessories, that have been in contact with a person with head lice.<sup>1</sup>

**Myth: Head lice can jump or fly, and can live anywhere.**

**Fact:** Head lice cannot jump or fly, and only move by crawling. It is unlikely to find head lice living on objects like helmets or hats because they have feet that are specifically designed to grasp on to the hair shaft of humans. Additionally, a louse can only live for a few hours off the head.<sup>1</sup>

**Myth: You can use home remedies like mayonnaise to get rid of head lice.**

**Fact:** There is no scientific evidence that home remedies are effective treatments.<sup>11</sup> A healthcare provider can discuss appropriate treatment options, including prescription products.

Headfirst! Lice Lessons educational initiative is made possible through a collaboration with Sanofi Pasteur

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## **Letter to Parents about Head Lice**

## **APPENDIX H – PERTUSSIS (WHOOPING COUGH)**

### **Letter to Parents – Pertussis (Whooping Cough)**

## **Letter to Staff – Pertussis (Whooping Cough)**

## **Community Letter – Pertussis (Whooping Cough)**

### **APPENDIX I – VARICELLA (CHICKENPOX)**

#### **Letter to Parents – Chickenpox)**

#### **Varicella (Chickenpox) – Report Form**



## **TRANSPORTATION SAFETY PLAN**

Section 39831.3 of the Education Code: "The county superintendent of schools, the superintendent of a school district, a charter school, or the owner or operator of a private school that provides transportation to or from a school or school activity shall prepare a transportation safety plan containing procedures for school personnel to follow to ensure the safe transport of pupils. The plan shall be revised as required."

The law also requires that a copy of the plan be retained at each school site subject to the plan and that this plan be made available upon request to an officer of the Department of the California Highway Patrol. Caspar Creek Learning Community is committed to the safety of children and following procedure shall be followed.

It is Caspar Creek's intent to educate the staff, students and our community of the changes and requirements of this law. It is imperative that each school site administrator takes

time to familiarize themselves with this law and that they educate their staff, students and communities on the specifics of this law and its requirements.

If staff, students or community members have questions or need additional information, please do not hesitate to contact the Lead Teacher

### **School Staff Procedures for Safe Transportation**

School staff members should always be involved and active in the supervision of the loading and unloading of students at school sites and on activity trips. It is the responsibility of school staff members to ensure that students during the loading and unloading procedures follow all safety rules and regulations as outlined in this safety plan. This supervision is intended to help in the prevention of possible injury to students while loading and unloading and is designed to minimize the exposure of students to unsafe conditions while loading or unloading a van or other form of transportation.

School staff members should be thoroughly familiar with these procedures and involved in the enforcement of these procedures. If at any time a staff member is not familiar with these procedures or has questions regarding them, they should contact the Lead Teacher.

The following items shall be considered while supervising student in the school drop off and pick up areas.

- Students, while on school sites, or other trip locations, and before actually getting in to a car or van shall be the primary responsibility of the school site staff member.
- Students shall be accountable for their orderly conduct.
- Students are not to run, horseplay or deviate from the walking pathways or sidewalks at loading zones.
- Students shall wait for their pick up vehicle either inside the waiting area or in a designated spot outside that is supervised by school staff.

If a parent or guardian or school van is running late to a school site or activity trip or arrives after the students have been waiting:

1. School site members shall have students wait in a safe area and in an orderly line or group.
2. Staff members shall ensure that the students do not approach vehicles for loading until the vehicle comes to a complete stop.
3. Students are to board in an orderly manner and are not to run, shove or cut into the lines of other students loading.
4. Staff members are to observe the students for violations of these procedures and if needed, in accordance with school policy, discipline any student(s) that are not complying with these procedures.

## **Vehicle Stop Eligibility and Assignment**

In accordance with law, home to school transportation services may be provided to students for special circumstances based on the discretion of the board or their designates. Transportation services are offered when the following criteria is met:

- Students who are handicapped and transportation services have been stipulated in their Individual Education Programs (IEP).

All other students are not eligible for home to school transportation services as charter schools do not receive transportation funding from the state since they are schools of choice.

## **Field Trip Vehicle Conduct**

In order to help ensure the safety and well-being of students, drivers, and others, the Governing Board expects students to exhibit appropriate and orderly conduct at all times when using school provided transportation, including while preparing to ride, riding, or leaving a vehicle.

Riders who fail to comply with the below rules shall be reported to the site administrators. The school site will contact the student's parents/guardians and provide the details of the offense(s) to include the consequences. A coordinated effort between the parents/guardians and the school site and the will be made to effectively resolve the issue.

Because a school provided vehicle passengers' behavior can directly affect their safety and the safety of others, the following regulations apply at all times when students are riding a in a school provided form of transportation, including for school activity trips.

1. Riders shall follow the instructions and directions of the driver at all times.
2. Riders should arrive at the pic up location at least five minutes prior to the scheduled departure time and stand in a safe place to wait quietly for the vehicle.
3. Riders shall enter the vehicle in an orderly manner and go directly to their seats.
4. Riders shall sit down and fasten any passenger restraint systems. Riders shall remain seated while the vehicle is in motion. Upon reaching their destination, riders shall remain seated until the vehicle comes to a complete stop and upon the signal from the driver, unfasten any restraint system, and go directly to the exit. Requests to leave or board at a vehicle stop other than the stop assigned must be in writing from the parent/guardian and approved by the appropriate school staff.
5. Riders shall not block the aisle or emergency exit with their body or personal belongings. Riders may bring large or bulky items, such as class projects or musical instruments, on the vehicle only if the item does not displace any other rider or obstruct the driver's vision.
6. Riders should be courteous to the driver and to fellow passengers. Vulgarity, rude, or abusive behavior is prohibited.
7. Any noise or behavior that could distract the driver, such as loud talking, scuffling or fighting, throwing objects, or standing or changing seats, is prohibited and may lead to suspension of riding privileges.
8. No part of the body, hands, arms or head shall be put out of the window.

9. Nothing shall be thrown from the vehicle. Windows shall not be opened greater than eight inches from the closed position.
10. Riders shall help keep the vehicle and the area around the vehicle stop clean. Riders shall not damage or deface the vehicle, tamper with vehicle equipment or damage personal property around the vehicle stop.
11. Service animals are permitted on school transportation services; all other animals are prohibited. (Education Code 39819; 13 CCR 1216)
12. The school vehicle driver will escort riders (Pre-Kindergarten through 12th grade) who must cross the roadway or private road. Riders will cross the roadway or private road in front of the school vehicle only after instructed to do so by the vehicle driver. Riders shall be alert for traffic when leaving the vehicle.

### **Video Camera Surveillance**

Video surveillance may be used on school vehicles to monitor student behavior while traveling to and from school and school activities. Students found to be in violation of the school's vehicle conduct rules shall be subject to discipline in accordance with Caspar Creek policy and regulations. At the discretion of the Lead teacher or designee, school vehicle video recordings also may be used to resolve complaints by students and/or parents/guardians and to help employees maintain discipline.

Caspar Creek will disclose any video only as required by law; images of other students depicted in the video will be redacted to the greatest extent appropriate.

### **Procedures while waiting for the school vehicle at the vehicle stop**

1. While waiting for the school vehicle to arrive, students must stand in a designated spot supervised by a staff member in an orderly and well-behaved line with no pushing or shoving.
2. Students are not to play in or be in the street or parking lots or on private property.
3. Respect the property of others and the property where the vehicle stop is located.
4. Students are responsible for their own actions.
5. Students should arrive at their vehicle stop **five minutes** prior to the scheduled leave time.
6. If the student is late to the vehicle and needs to cross the street that the vehicle is stopped on, they must wait for the vehicle driver to escort them across the street.
7. As the vehicle approaches the vehicle stop, students are to stand in place. They are not to move towards the vehicle. Students must remain back at least twelve feet from the school vehicle as the vehicle approaches the students. Once the vehicle comes to a complete stop then they may proceed toward the vehicle for loading.



# Boarding and Disembarking Procedures

## Boarding

1. Students shall board or exit the school vehicle **ONLY** at their assigned vehicle stop or field trip destination.
2. Students shall board in an orderly manner and utilize the handrails for their safety while loading and unloading.
3. Students are to find their seat as quickly as possible and sit down facing the front of the vehicle.
4. Students are to remain seated at all times while the vehicle is in motion.
5. Students are to maintain a noise level which will allow the vehicle driver to hear approaching traffic.
6. Students are to follow the directions of the vehicle driver while they are aboard the vehicle.
7. Students are responsible to follow all rules and regulations.

## Exiting

1. Students shall stay seated until the vehicle comes to a complete stop.
2. Once the driver has stopped the vehicle completely and opened the door, students are to unload seat by seat starting with the front of the vehicle and continuing seat by seat until the vehicle is empty.
3. Students remaining on the vehicle are to remain seated until the vehicle stops at their assigned vehicle stop or field trip destination.
4. Students will unload in an orderly manner using the handrails.
5. **Students shall exit the vehicle only at their assigned vehicle stop or field trip destination.** Exceptions will only be allowed when the student presents the vehicle driver with a note signed by his/her parent and endorsed by the School Administrator.
6. Students are to move away from the vehicle as they unload. Students shall not get underneath the vehicle to retrieve a book, paper or some other article. The student should always alert the vehicle driver and have the vehicle driver get the article for them.
7. Students must avoid trespassing on other people's property, stay on sidewalks when possible.

## Procedures and Standards for a School Pupil Activity Vehicle (SPAB)

If Caspar Creek uses an outside contractor/school pupil activity vehicle (SPAB) to drive a field/sport/activity trip, the SPAB vehicle is not required to be equipped with an operational child safety alert system if the pupils are accompanied by at least one adult chaperone selected by a school official. If an adult chaperone is not a school employee, the chaperone shall meet the requirements for a school volunteer established by the policies of Caspar Creek.

One adult chaperone shall have a list of every pupil and adult chaperone, including a school employee, who is on the SPAB vehicle at the time of departure. The driver must review all safety and emergency procedures before the initial departure.

Immediately before departure from any location, the adult chaperone shall account for each pupil on the list of pupils, verify the number of pupils to the driver, and sign a form indicating that all pupils are present or accounted for. After pupils have exited a school pupil activity vehicle, and before driving away, the driver shall check all areas of the vehicle, including, but not limited to, overhead compartments and bathrooms, to ensure that the vehicle is vacant.

An adult chaperone must be 18 years old or older any may be a parent or school volunteer. No student of Caspar Creek may act as a chaperone. The group leader at the school site is responsible for ensuring there is an adult chaperone on each vehicle utilized for their group/trip. In addition to the Caspar Creek using outside contractors (SPAB Vehicles/Drivers), Caspar Creek vehicle drivers will not depart on a trip without an adult chaperone.

## School Class Day Number Calendar

September 2020						
S	M	T	W	T	F	S
		1	2	3	4	5
		1	2	3		
6	7	8	9	10	11	12
		4	5	6	7	
13	14	15	16	17	18	19
	8	9	10	11	12	
20	21	22	23	24	25	26
	13	14	15	16	17	
27	28	29	30			
	18	19	20			

October 2020						
S	M	T	W	T	F	S
				1	2	3
				21	22	
4	5	6	7	8	9	10
	23	24	25	26	27	
11	12	13	14	15	16	17
		28	29	30	31	
18	19	20	21	22	23	24
	32	33	34	35	36	
25	26	27	28	29	30	31
	37	38	39	40	41	

November 2020						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
	42	43	44	45	46	
8	9	10	11	12	13	14
	47	48		49	50	
15	16	17	18	19	20	21
	51	52	53	54	55	
22	23	24	25	26	27	28
29	30					
	56					

December 2020						
S	M	T	W	T	F	S
		1	2	3	4	5
		57	58	59	60	
6	7	8	9	10	11	12
	61	62	63	64	65	
13	14	15	16	17	18	19
	66	67	68	69	70	
20	21	22	23	24	25	26
27	28	29	30	31		

January 2021						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
	71	72	73	74	75	
10	11	12	13	14	15	16
	76	77	78	79	80	
17	18	19	20	21	22	23
		81	82	83	84	
24	25	26	27	28	29	30
	85	86	87	88	89	
31						

February 2021						
S	M	T	W	T	F	S
	1	2	3	4	5	6
	90	91	92	93	94	
7	8	9	10	11	12	13
	95	96	97	98	99	
14	15	16	17	18	19	20
21	22	23	24	25	26	27
	100	101	102	103	104	
28						

March 2021						
S	M	T	W	T	F	S
	1	2	3	4	5	6
	105	106	107	108	109	
7	8	9	10	11	12	13
	110	111	112	113	114	
14	15	16	17	18	19	20
	115	116	117	118	119	
21	22	23	24	25	26	27
	120	121	122	123	124	
28	29	30	31			
	125	126	127			

April 2021						
S	M	T	W	T	F	S
				1	2	3
				128	129	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
	130	131	132	133	134	
18	19	20	21	22	23	24
	135	136	137	138	139	
25	26	27	28	29	30	
	140	141	142	143	144	

May 2021						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
	145	146	147	148	149	
9	10	11	12	13	14	15
	150	151	152	153	154	
16	17	18	19	20	21	22
	155	156	157	158	159	
23	24	25	26	27	28	29
	160	161	162	163	164	
30	31					

June 2021						
S	M	T	W	T	F	S
		1	2	3	4	5
		165	166	167	168	
6	7	8	9	10	11	12
	169	170	171	172	173	
13	14	15	16	17	18	19
	174	175	176	177		
20	21	22	23	24	25	26
27	28	29	30			

July 2021						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 2021						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Introductory text of petition circulated on change.org to gauge community support:

## **Support MUSD's Authorization of Caspar Creek!**

**Caspar Creek may have just celebrated its last Closing Day.** There's something you can do! It takes seconds, and it's free.

Caspar Creek Learning Community, a successful 40-student K-5 charter school program on the Mendocino Coast, has been a **treasured local alternative for 20 years**, serving families from Elk to Westport to Philo who need or want an alternative to the other fine schools available locally. Caspar Creek's small class sizes, it's multi-age groupings, a unique child-development-centered approach, and an outdoor focus enhanced by a resource center surrounded by state park and state forest, have nurtured and empowered an entire generation of children over its two-decade history.

**To continue beyond June 2020, Caspar Creek must now be authorized by Mendocino Unified School District, by means of a board vote.**

Caspar Creek's current students, parents, and staff; its nonprofit board members; and its many alumni, founders, former staff and other community stakeholders, are delighted at this opportunity to finally join forces with our local school district. We're confident that the Mendocino Unified School District Board of Trustees recognizes the strength of Caspar Creek's program as evidenced by its 20-year success story, and will acknowledge its value as an important part of the array of great public school choices available on the Mendocino Coast by embracing Caspar Creek as a charter school authorized by its home district.

**Should the MUSD board decline to authorize Caspar Creek, the program would be forced to close now.** For Caspar Creek's current family of students and involved parents; its dedicated and resourceful teachers; its corps of energetic part-time staff; its volunteer board of directors and diligent fundraisers; its army of volunteers; its many supporters in the community at large; and its two decades-worth of grateful alumni, the loss of this venerated program would be huge.

### **What's at stake?**

- A treasured educational alternative that has enriched, and continues to enrich, the greater Mendocino Coast community in ways both measurable and immeasurable.
- Decades of work refining a distinctive model and approach;
- Jobs: two credentialed teachers, a site coordinator and several aides, both full-time and part-time;
- Years-long teacher-student relationships that allow a level of mutual understanding usually not possible in a public school context;
- Lasting friendships between children, who build a community over their years together.

**The board must take into account the level of community support for Caspar Creek's continuation.** Your signature will communicate your support for the MUSD board's decision to authorize Caspar Creek to continue as a public charter school. Stating your reason for signing (and especially, **Caspar Creek's importance in your life, or your family's lives**) will add weight to your signature.

## **Caspar Creek Learning Community**

Recipient: Board of Trustees

Letter: Greetings,

Please help preserve this valued educational alternative for Mendocino Coast children by accepting Caspar Creek Learning Community as a district-authorized public charter school starting with the 2020-2021 school year.

# Signatures

Name	Location	Date
Hilleary Burgess	Mendocino, CA	2020-06-12
Mackenzie Rain	Fort Bragg, CA	2020-06-22
Sarah Cullar	Caspar, CA	2020-06-22
Sascha Burgess	Mendocino, CA	2020-06-22
Birdie Holmes	Fort Bragg, CA	2020-06-23
Ashly Myrick	Mendocino, CA	2020-06-23
Aaron Haye	Fort Bragg, CA	2020-06-23
Jeff Mathias	Westport, CA	2020-06-23
Ang Garza	san jose, CA	2020-06-23
Mark Bowery	Mendocino, CA	2020-06-23
Aline Jalfim	Fort Bragg, CA	2020-06-23
David Gealey	Fort Bragg, CA	2020-06-23
Katie Peterson	Fort Bragg, CA	2020-06-23
Christopher Mitsumori	San Francisco, CA	2020-06-23
anjelo africa	shrewsbury, MA	2020-06-23
Amanda Laskosky	Stockton, CA	2020-06-23
Holly Ugulano	Fort Bragg, CA	2020-06-23
Sarah Fiore	alta loma, CA	2020-06-23
Tracy Barsolo	US	2020-06-23
Ana Rojas	Mendocino, CA	2020-06-23

Name	Location	Date
Dylan Laney	Mendocino, CA	2020-06-23
Lily Parsons	Caspar, CA	2020-06-23
Carrie Callan	Fort Bragg, CA	2020-06-23
John Crocker	san francisco, CA	2020-06-23
Michele Anderson	Fort Bragg, CA	2020-06-23
Karen Bryan	Central Point, OR	2020-06-23
Yolanda pagan	Sunnyvale, CA	2020-06-23
Chtis Skyhawk	Albion, CA	2020-06-23
Patricia Reynolds Sorbye	Oakland, CA	2020-06-23
shajela bagley	Nice, CA	2020-06-23
Kelly Boysiewick	Ventura, CA	2020-06-23
Kathleen Wolchick	Fort Bragg, CA	2020-06-23
Dana Vogele	Fort Bragg, CA	2020-06-23
Christina Brooks	Milpitas, CA	2020-06-23
Alice Flores	Elk, CA	2020-06-23
Laurel LeMohn	Mendocino, CA	2020-06-23
Marian Holmes	Fort Bragg, CA	2020-06-23
Rachel Davis	Westport, CA	2020-06-23
Judy Pineda	Santa Rosa, CA	2020-06-23
Elizabeth Petersen	Salem, OR	2020-06-23
Yarrow Rubin	Elk, CA	2020-06-23
Ronna Clough	Milford, NY	2020-06-23

Name	Location	Date
Monica Buriello	Saranac Lake, NY	2020-06-23
Eli Weaver	Fort Bragg, CA	2020-06-23
star decker	Mendocino, CA	2020-06-23
John Dominguez	Milpitas, CA	2020-06-23
Julia Fox	Caspar, CA	2020-06-23
Sherry Glaser	mendocino, CA	2020-06-23
Crow Lorentzen	Ashland, OR	2020-06-23
Nastassja Blasetti	Oneonta, NY	2020-06-23
Amanda Whitworth	San Jose, CA	2020-06-23
Kenneth. Eddie Shipley	Bandon, OR	2020-06-23
Linda Hogan	Live Oak, CA	2020-06-23
Samantha Stamp	San Antonio, NY	2020-06-23
Sabine Swallow	Mendocino, CA	2020-06-23
Rochelle Elkan	Fort Bragg, CA	2020-06-23
Tito Burgess	Mendocino, CA	2020-06-23
Crow Lorentzen	US	2020-06-23
Marilyn Shaw	Oneonta, NY	2020-06-23
Jaime Ries	Fort Bragg, CA	2020-06-23
Jamie Meighan	Brookings, SD	2020-06-23
Heather Chappell	Mendocino, CA	2020-06-23
Katy Tahja Tahja	Comptche, CA	2020-06-23
Nina Ravitz	Fort Bragg, CA	2020-06-23

Name	Location	Date
cristen redfield	Mendocino, CA	2020-06-23
scott kirby	Santa Cruz, CA	2020-06-23
MaryEllen Goggin	Albion, CA	2020-06-23
cindi whitlock	Fort Bragg, CA	2020-06-23
Tracy Williams	San Diego, CA	2020-06-23
Catherine Logan	Woodinville, WA	2020-06-23
Nancy Haye	Fort Bragg, CA	2020-06-23
Jessica Yates	Fort Bragg, CA	2020-06-23
Amelia Shattuck	Fort Bragg, CA	2020-06-23
Camille Parsons	Fort Bragg, CA	2020-06-23
Gene Parsons	Mendocino, CA	2020-06-23
Jennifer Schneider	Fort Bragg, CA	2020-06-23
Deborah Freeman	Caspar, CA	2020-06-23
Joel Green	Elk, CA	2020-06-23
Laural Pope	Fort Bragg, CA	2020-06-23
Bridget Kelly	Cleone, CA	2020-06-23
Theresa Bankhead	Inman, SC	2020-06-23
Jennifer Lockwood	Ukiah, CA	2020-06-23
Douna Scramaglia	Fort Bragg, CA	2020-06-23
Donna Gasilan	San Jose, CA	2020-06-23
Craig Comen	Fort Bragg, US	2020-06-23
Love Moon	Fort Bragg, CA	2020-06-23



Name	Location	Date
Mary Ricard	Mendocino, CA	2020-06-23
Chandra Blencowe	Fort Bragg, CA	2020-06-23
elyse Chavez	Manchester, CA	2020-06-23
Ellen Buechner	Gualala, CA	2020-06-23
James Paton	Middletown, CA	2020-06-23
Allegro D	Mendocino, US	2020-06-23
Georgia Collin	Elk, CA	2020-06-23
Isa Traber	Mendocino, CA	2020-06-23
Sarah Stevenson	Westport, CA	2020-06-23
Marissa Montalvo	Fort Bragg, CA	2020-06-23
Brian Nippard	Washington, MD	2020-06-23
Makayla Sanchagrin	Mendocino, CA	2020-06-23
Kim Morgan	Fort Bragg, CA	2020-06-23
Katrina Dupont	Fairfield, CA	2020-06-23
Katie Lacy	Willits, CA	2020-06-23
Siena Sanchagrin	Mendocino, CA	2020-06-23
Mischa Hedges	Santa Rosa, CA	2020-06-23
Amy Davis	Fort Bragg, US	2020-06-23
Peggy Hill	Fort Bragg, CA	2020-06-23
cory nowlin	Cincinnati, OH	2020-06-23
Michelle Forrington	Arcata, CA	2020-06-23
Katherine Cullar	Oakley, CA	2020-06-23

Name	Location	Date
Frances Stephens	Shrewsbury, MA	2020-06-23
Chris Puder	Makawao, HI	2020-06-24
Miles Clark	Elk, CA	2020-06-24
Bella Ficili	San Francisco, CA	2020-06-24
Blossom Shores	Topanga, CA	2020-06-24
Cassie Blom	Aptos, CA	2020-06-24
Laurie Starr	Yelm, WA	2020-06-24
Pauline Rusert	Fort Bragg, CA	2020-06-24
Anastassia Flores	San Jose, CA	2020-06-24
Prasada Squillace	Fort Bragg, CA	2020-06-24
Beatrice Karish	Fort Bragg, CA	2020-06-24
Kirya Traber	Brooklyn, NY	2020-06-24
Arthur Kirby	Fort Bragg, CA	2020-06-24
Lillian Dignan	Santa Rosa, CA	2020-06-24
Paula Nunez-Christensen	Fort Bragg, CA	2020-06-24
Patty Modine	Eureka, CA	2020-06-24
Elizabeth Zekley	Mendocino, CA	2020-06-24
robert lorentzen	fort bragg, CA	2020-06-24
Mary Powell	Federal Way, WA	2020-06-24
Rebecca Hannah	Beaufort, SC	2020-06-24
Allegra Geiger	Rome, Italy	2020-06-24
Ann Zollinger	Mendocino, CA	2020-06-24

Name	Location	Date
Pattie DeMatteo	Comptche, US	2020-06-24
Mary Dornon	Camino, CA	2020-06-24
Kiristi Beattie	Austin, TX	2020-06-24
Iu ross	MENDOCINO, CA	2020-06-24
Holly Tisdell	Evergreen, CO	2020-06-24
Jessica Morsell-Haye	Fort Bragg, CA	2020-06-24
Lillian McFarland	Gualala, CA	2020-06-24
Tawny Parsley	Brentwood, CA	2020-06-24
Bella Rodriguez	Marrero, US	2020-06-24
Maria Servin	Point Arena, CA	2020-06-24
diane buxton	mendocino, CA	2020-06-24
Devora Rossman	Mendocino, CA	2020-06-24
Sally Louk	Seattle, WA	2020-06-24
Noelle Stone	Fort Bragg, CA	2020-06-24
Elan Robinson	Seattle, WA	2020-06-24
Will Lee	Fort Bragg, CA	2020-06-24
Mary Honer	Sacramento, CA	2020-06-24
Michelle Lindblom	Antioch, CA	2020-06-24
Isael Alcala	Fort Bragg, CA	2020-06-24
Zachary Comegys	Fort Bragg, CA	2020-06-24
jennifer ima	Hialeah, US	2020-06-24
Laranda Facey	Albion, CA	2020-06-24

Name	Location	Date
Elaine Mikssk	Mokelumne Hill, CA	2020-06-24
Gary Campbell	Vancouver, WA	2020-06-24
Dana Levy-Wendt	Caspar, CA	2020-06-24
Jesse Heid	Franklin Square, NY	2020-06-24
Jillian Anderson-Rano	Willits, CA	2020-06-24
Abigail Fowler	Ashland, OR	2020-06-24
Mija Biggie	Fort Bragg, CA	2020-06-24
Sharon Dierckd	Burlingame, CA	2020-06-24
Deborah Wong	South San Francisco, CA	2020-06-24
Kori Stevenson	Brentwood, CA	2020-06-24
Bob DeCarli	Mendocino, CA	2020-06-24
Bradley Flippo	Beaumont, US	2020-06-24
Christian Scarcella	Fort Bragg, CA	2020-06-24
Paula Rivas	Fort Bragg, CA	2020-06-24
Debra DeCarli	Mendocino, CA	2020-06-24
Nina Finn	Mendocino, CA	2020-06-24
Hilary Harris	Redding, CA	2020-06-24
Karmah Mendez	Fort Bragg, CA	2020-06-24
Jake Barefoot	Makawao, HI	2020-06-24
Cameron Scarcella	Burlingame, CA	2020-06-24
Alena Lynch	Floyd, US	2020-06-24
Crystal OConnell	Central Point, OR	2020-06-24

Name	Location	Date
Madison McNichols	Alabaster, US	2020-06-24
Jenn Shattuck	Fort Bragg, CA	2020-06-24
Sunshine Taylor	Mendocino, CA	2020-06-24
Kristin Storebo	Sandpoint, ID	2020-06-24
Sara Fowler	Mendocino, CA	2020-06-24
Ellie Montizzo	Elkview, US	2020-06-24
Pamela Hudson	Point Arena, CA	2020-06-24
Joe Vaccaro	Willits, CA	2020-06-24
Jennifer Salyer	Fort Bragg, CA	2020-06-24
Christy Wagner	Fort Bragg, CA	2020-06-24
Kaylynn Putzbach	Euclid, US	2020-06-24
Rachel Daitschman	North Miami Beach, FL	2020-06-24
Robert Deutsch	Mendocino, CA	2020-06-24
Heather Meyer	Hayward, CA	2020-06-24
Mikael Haye	Fort Bragg, CA	2020-06-24
Ray Alarcon	Mendocino, CA	2020-06-24
Kdrian Fraser	Harrison, US	2020-06-24
Jaclyn Moura	Fort Bragg, CA	2020-06-24
Stella Rickett	Windsor, CA	2020-06-24
Sharon Smith	US	2020-06-24
Scott Roat	Little River, CA	2020-06-24
Mimosa Montag-Clark	Vallejo, CA	2020-06-24

Name	Location	Date
David Rose	Copperopolis, CA	2020-06-24
Daphne Mejia	Mendocino, CA	2020-06-24
Michael Lott	Mendocino, CA	2020-06-24
Kristin Suratt	Fort Bragg, CA	2020-06-24
Sakina Bush	Fort Bragg, CA	2020-06-24
Alanna Stenberg	Sebastopol, CA	2020-06-24
Ann Gallo	Mendocino, CA	2020-06-24
Taylor Kobayashi	Concord, CA	2020-06-24
Richelle Dedola	Mendocino, CA	2020-06-24
Elizabeth Canady	Fort Bragg, CA	2020-06-24
Star Fargey	Fort Bragg, CA	2020-06-24
Paige Kayner	Seattle, WA	2020-06-24
Kristy TRABERT	San Francisco, CA	2020-06-24
Julia Navarro	San Jose, CA	2020-06-24
Bre Murphy	Sacramento, CA	2020-06-24
Liz Smethurst	Fort Bragg, CA	2020-06-24
Veronica Stevenson	Mendocino, CA	2020-06-24
Kamille Magnone	Fort Bragg, CA	2020-06-24
Emmanuel Wotila	Fort Bragg, CA	2020-06-24
Denise Payne	Burlingame, CA	2020-06-24
Aaron Unroe	Ukiah, CA	2020-06-24
Karen Rakofsky	Albion, CA	2020-06-24

Name	Location	Date
Belle Peña	Fort Bragg, CA	2020-06-24
Amy Yiu	Walnut, US	2020-06-24
Audria Chancellor	Mendocino, CA	2020-06-24
April Tannahill	Chicago, IL	2020-06-24
Gabriel Geiger	Amsterdam, Netherlands	2020-06-24
Nancy Chao	Fort Bragg, CA	2020-06-24
Eli Dart	Castro Valley, CA	2020-06-24
Anne Yount	Mendocino, CA	2020-06-24
Jennifer Van wormer	Fort Bragg, CA	2020-06-24
Maria Garcia	Fort Bragg, CA	2020-06-24
Vanessa Trinidad	Channelview, US	2020-06-24
Rebecca Yaffe	Fort Bragg, CA	2020-06-24
Kim Baldwin	Rancho Santa Margarita, CA	2020-06-24
Elizabeth Orellana	Fort Bragg, CA	2020-06-24
Akunna Ahanotu	Garland, US	2020-06-24
Ginny Munoz	Fort Bragg, CA	2020-06-24
RYAN LOGAN	Issaquah, WA	2020-06-24
Saniah Williams	Newport News, US	2020-06-24
tabetha connell	Fort Bragg, CA	2020-06-24
Brighid Rose	Farmington, ME	2020-06-24
Rae Neal	Owenton, KY	2020-06-24
Tammy Bennett	Travelers Rest, SC	2020-06-24

Name	Location	Date
Philip Jackson	Harrisonburg, US	2020-06-24
Raquel Romo	Chicago, US	2020-06-24
funky kong	new donk city, US	2020-06-24
Alysa Rose	Denver, CO	2020-06-24
Jerald Oglesby	Albion, CA	2020-06-24
India Godfrey	Gray, GA	2020-06-24
Zev Schlosser	San Francisco, US	2020-06-24
Cynthia Click	Willits, CA	2020-06-24
Jean Lombardi	San Mateo, CA	2020-06-24
Julie Orth	Sonora, CA	2020-06-24
Annaka Cory	Santa Rosa, CA	2020-06-24
Mary Morton-Jones	Burlingame, CA	2020-06-24
Gina Schwartz	Aledo, TX	2020-06-24
Alexandra Corzano	Fort Bragg, CA	2020-06-24
Maritsa Salinas	Chicago, US	2020-06-24
Joani Hammarbäck	Mendocino, CA	2020-06-24
Adrienne Bishop	Fort Bragg, CA	2020-06-24
michelle wieloch	Milwaukee, WI	2020-06-24
heather westcott	san francisco, CA	2020-06-24
Baile Oakes	Ukiah, US	2020-06-24
Roxanne Rohe	Fort Bragg, CA	2020-06-24
Kelly Lawrence	Mendocino, CA	2020-06-24



Name	Location	Date
Diane Daly	San Mateo, CA	2020-06-24
Cate Wittman	Highland, US	2020-06-24
Rose Haas	Northport, NY	2020-06-24
Kevin Waddell	Fort Bragg, CA	2020-06-24
Patrick Stone	Placerville, CA	2020-06-24
Anne Harvey	Fort Bragg, CA	2020-06-24
Allan Stephens	Roseville, CA	2020-06-24
Sarah Hall	Sacramento, CA	2020-06-24
Grace Cochran	California	2020-06-24
Jasmine N	Fort Bragg, CA	2020-06-24
Pam Williams	Little River, CA	2020-06-24
Daniela Pulido	Martinez, US	2020-06-24
Jennifer Gilliland	Fort Bragg, CA	2020-06-24
Grace Warner	Fort Bragg, CA	2020-06-24
Alexis Loudon	Fort Bragg, US	2020-06-24
Anne Semans	Fort Bragg, CA	2020-06-24
Annie Stadthaus	Austin Texas, US	2020-06-24
joanna wigginton	Mendocino, CA	2020-06-24
Tati Arguelles	Fort Bragg, CA	2020-06-24
Tanea Evans	Coarsegold, CA	2020-06-24
Suellen Elm	Ft Bragg Ca, CA	2020-06-24
Laura Kirby	Portland, OR	2020-06-24

Name	Location	Date
Angeles Godoy	Querétaro, Mexico	2020-06-24
Sapphire Dooley	Fort Bragg, CA	2020-06-24
zappa montag	Oakland, CA	2020-06-24
Ronnie Richter	Forestville, CA	2020-06-24
Hayley Connors-Keith	California	2020-06-24
Erykah Edwards	Brooklyn, US	2020-06-24
SCOTT KIRBY	Willits, CA	2020-06-24
Jacob Klatt	Wheeling, US	2020-06-24
Monse Gonzalez	Villa Park, US	2020-06-24
Kathy Holmes	Albion, CA	2020-06-24
Rachel Cullar	Oakley, CA	2020-06-24
Savannah Roscoe	Fort Bragg, CA	2020-06-24
Catherine Chu	San Francisco, CA	2020-06-24
Jon Grantham	Denver, US	2020-06-24
Stacy Elias	Ione, CA	2020-06-24
Ola Joke	Capitol Heights, US	2020-06-24
Jean LaTorre	Mililani, HI	2020-06-24
Gracie Martin	Ukiah, CA	2020-06-24
Whitney Maez	Quincy, US	2020-06-24
Johanna Rector	Corning, CA	2020-06-24
jada robertson	gainesville, US	2020-06-24
Michaela Stevenson	Sacramento, CA	2020-06-24

Name	Location	Date
Amanda Welly	Washington, US	2020-06-24
Larry Hacken	Fort Bragg, CA	2020-06-24
Red K Elders	Norfolk, England, UK	2020-06-24
Melissa Newhall	fort bragg, CA	2020-06-24
Juliet Wells	Fort Bragg, CA	2020-06-24
rain waters	Fort Bragg, CA	2020-06-24
Sydney Young	Saint Peter, US	2020-06-24
Jesse Mazurek	New Kensington, US	2020-06-24
ashraf zaky	US	2020-06-24
Albiona selimi	Wasilla, US	2020-06-24
Hailey Fite	Ypsilanti, US	2020-06-24
Laura Tisdale	Palatka, US	2020-06-24
Jane Speleers	Renton, WA	2020-06-24
lily jackson	Broomfield, US	2020-06-24
Kiar Shaw	Grand Junction, CO	2020-06-24
Anne marie Peterson	Seattle, WA	2020-06-24
chelsy thompson	Mendocino, CA	2020-06-24
Suphia Sidiqi	Buena Park, US	2020-06-24
Rebecca Ostler	Fort Bragg, CA	2020-06-24
Yas El	Casablanca, Morocco	2020-06-24
Aaliyah Silva	Milwaukee, US	2020-06-24
Mikayla Espineli	El Paso, US	2020-06-24

Name	Location	Date
Mindy Ballentine	Fort Bragg, CA	2020-06-24
Adeline Valenzuela	Kerman, US	2020-06-24
Emily Ackerman	Chicago, US	2020-06-24
Elena Mirgova	Dewsbury, US	2020-06-24
Courtney Blevins	Vancouver, US	2020-06-24
Joy Dixon	Sebastopol, CA	2020-06-24
Crystal Leatherwood	Little River, CA	2020-06-24
Stephanie Strupp	Little river, CA	2020-06-24
Estephanie Tellez	Austell, US	2020-06-24
Jaleiyah Johnson	Rex, US	2020-06-24
Tyler Fosse	Fort Bragg, CA	2020-06-24
Suzan Garcia-Wells	Fort Bragg, CA	2020-06-24
Tamara Volker	San Francisco, CA	2020-06-24
Laney Bounds	Camden, US	2020-06-24
Steph Mack	Mendocino, CA	2020-06-24
Amaka Ibekwe	Houston, US	2020-06-25
Elaina Cherry	San Francisco, CA	2020-06-25
Jane Comeau	Ashland, MA	2020-06-25
Katie Rogers	Westport, CA	2020-06-25
Madi W	Madison, US	2020-06-25
María Eugenia Rivas	Bogotá, Colombia	2020-06-25
Cheri Langlois Langlois	Elk, CA	2020-06-25

Name	Location	Date
lynn hill	Burlingame, CA	2020-06-25
Anna Yanez	Fort Bragg, CA	2020-06-25
Randy Cullar	Oakley, CA	2020-06-25
Michelle Glenn	Macomb, MI	2020-06-25
Micah Long way	Denver, US	2020-06-25
Liam Lalor	Verona, US	2020-06-25
Xavier Cattelona	Hillsdale, US	2020-06-25
Jason Davis	not saying, US	2020-06-25
Deborah SilverKnight	Santa Cruz, CA	2020-06-25
Arlene Reiss	Albion, CA	2020-06-25
Marissa Vandyke	Central Point, US	2020-06-25
Dolores Boutin	Tuolumne, CA	2020-06-25
damian pineiro	Gastonia, US	2020-06-25
Kira Magness Rafanan	Fort Bragg, CA	2020-06-25
Ben Stephenson	Fort Bragg, CA	2020-06-25
Jonathan Gutierrez	Fort Bragg, CA	2020-06-25
Jacqueline Ontiveros	Las Cruces, US	2020-06-25
Josie Taylor	Windsor, US	2020-06-25
Gabbi Lance	Concord, US	2020-06-25
Lewis Berg	North Platte, US	2020-06-25
Fallyn Daniels	Nashville, US	2020-06-25
Sara Shelton	Bainbridge Island, WA	2020-06-25

Name	Location	Date
Amariel Milk	Chicago, US	2020-06-25
haleigh oliver	Dayton, US	2020-06-25
scott hales	Sonoma, CA	2020-06-25
Teresa Kadan	Albion, CA	2020-06-25
Heather de Herget	Fort Bragg, CA	2020-06-25
Ben Moore	Gypsum, CO	2020-06-25
Jen Barbato	US	2020-06-25
Rich Houghton	Haiku, HI	2020-06-25
holiday phelan johnson	Oakland, CA	2020-06-25
POLICESTOPBEINGMEAN SOICANPLAYMINECRAFT	La Mesa, US	2020-06-25
Chris Brown	Brooklyn, US	2020-06-25
Alondra Cota	Sylmar, US	2020-06-25
Marina Wolfson	Boyton Beach, US	2020-06-25
Marina Cochran-Keith	Fort Bragg, CA	2020-06-25
Feyishola Bajere	Lanham, US	2020-06-25
anjali macwan	New Hyde Park, US	2020-06-25
elda cerrano	US	2020-06-25
Stasha Ginsburg	Asheville, NC	2020-06-25
Alyssa Penn	Martinsville, US	2020-06-25
Jenna Maloy	Washington, US	2020-06-25
Samantha Abbott	Ilwaco, WA	2020-06-25

Name	Location	Date
Jessica Rose	Elk, CA	2020-06-25
Mary Glanville	Mendocino, CA	2020-06-25
Charm Rafferty	Tobyhanna, US	2020-06-25
Jesse Juan	Murfreesboro, US	2020-06-25
Nathalie De Mata	Los Angeles, US	2020-06-25
hannah davison	Morganton, US	2020-06-25
Veronica Woods	Blytheville, US	2020-06-25
Valeria Medina	Downey, US	2020-06-25
Kendrick Collins	Harrisburg, US	2020-06-25
Candy Galvez	Loma Linda, US	2020-06-25
Irene Howard	Mesa, US	2020-06-25
Karla Gonzalez	Houston, US	2020-06-25
Bryce Jennings	Philadelphia, US	2020-06-25
Tehani Guerrero	Oakland, US	2020-06-25
Christina Ramirez	Westbury, US	2020-06-25
David Gonzalez	Holland, US	2020-06-25
Kayla Villareal	Leesburg, US	2020-06-25
Veronica Minero	Fontana, US	2020-06-25
Corrina Peña	Fort Bragg, CA	2020-06-25
Marion Summers	Fort Bragg, CA	2020-06-25
Zain Ghanem	Swayzee, US	2020-06-25
loisanne sundberg	Little River, CA	2020-06-25

Name	Location	Date
Sarah Ramey	Greenwood, US	2020-06-25
Abby D	West Des Moines, US	2020-06-25
Caroline Dubill	Hamburg, US	2020-06-25
Sofia Grace	Brooklyn, US	2020-06-25
Saelym Sisneros	Aurora, US	2020-06-25
Jessica McCloskey	Henderson, US	2020-06-25
Milan Walker	Altadena, US	2020-06-25
Mary K Champagne	Fort Bragg, CA	2020-06-25
Leanne Cauckwell	Fort bragg, CA	2020-06-25
Annette Jarvie Odegaard	Mendocino, CA	2020-06-25
Robert Cauckwell	Fort Bragg, CA	2020-06-25
tabatha carter	Sanford, FL	2020-06-25
Samantha Rittlinger	Sanford, FL	2020-06-25
Eva Lawson	Taylors, US	2020-06-25
Sephane Wagner	Santa Clara, CA	2020-06-25
Chad Bradly	West Branch, US	2020-06-25
Kieran Burke	Hinesburg, US	2020-06-25
Diane Crocker	Sanford, FL	2020-06-25
Barbara Faulkner	Mendocino, CA	2020-06-26
Katrina Street	West New York, US	2020-06-26
alyssa bondoc	American Canyon, US	2020-06-26
Janet Godinez	Mabton, US	2020-06-26



Name	Location	Date
Vida Kashuba	Sonoma, CA	2020-06-26
jineen korie	Evans, US	2020-06-26
Oden Defazio	Dunlap, US	2020-06-26
logan tack	Nashville, US	2020-06-26
Shayna Grimes	Virginia beach, US	2020-06-26
Rose Feki	Orlando, US	2020-06-26
Elsa Medonyte	Pittsburgh, US	2020-06-26
Amy Ramos	Burnsville, US	2020-06-26
Zarifa Latic	Cedar Rapids, US	2020-06-26
Samaria Owens	Phoenix, US	2020-06-26
Roslyn Moore	Fort Bragg, CA	2020-06-26
Allyson Ritger	San Francisco, CA	2020-06-26
Maleek Williams	Nelsonville, US	2020-06-26
Joe Paul	Ft Bragg, CA	2020-06-26
Kate Kremski	Franklin, US	2020-06-26
Jayleen Nin	Lowell, US	2020-06-26
kierra foust	Paris, US	2020-06-26
Leia Williams	Chinle, US	2020-06-26
Jordan Brown	Lake Charles, US	2020-06-26
elizabeth ensinger	Beaverton, US	2020-06-26
Gracie Owens	Clanton, US	2020-06-26
emily robles	Houston, US	2020-06-26

Name	Location	Date
Citlali Avalos	Los Angeles, US	2020-06-26
emily nguyen	Anaheim, US	2020-06-26
silly nilly	Placentia, US	2020-06-26
Henry Lindley	Redwood City, US	2020-06-26
Kishawn Givens	Pearland, US	2020-06-26
Lymiel Onnesa Policarpio	Dolores Capas Tarlac, US	2020-06-26
caden elrod	Louisville, US	2020-06-26
Evelyn Gonzalez	Salinas, US	2020-06-26
pramedha manchikanti	Milpitas, US	2020-06-26
Cierra M	Fontana, US	2020-06-26
Dereck Borruel	Murrieta, US	2020-06-26
elizabeth ozaeta	San Pedro, US	2020-06-26
Maya Paniagua	Tempe, US	2020-06-26
I was sent by jc6470	Crestline, US	2020-06-26
Jorg Romero	Houston, US	2020-06-26
Karen Morales	Los Angeles, US	2020-06-26
Ajonna Ritch	Clayton, US	2020-06-26
Ando Koshkaryan	Los Angeles, US	2020-06-26
Isabelle Row	Camarillo, US	2020-06-26
Robert McDonald	Los Angeles, US	2020-06-26
Tyana Ponce	Chino, US	2020-06-26
Brooke Lowery	Salinas, US	2020-06-26

Name	Location	Date
Kyle Ault	Laytonville, CA	2020-06-26
Licela Martinez	Houston, US	2020-06-26
Marium Macias	Pasadena, US	2020-06-26
Hayden Ford	Canton, US	2020-06-26
Katie Harris	Spanaway, US	2020-06-26
Alfie Zambuto	Delray Beach, US	2020-06-26
Charity Baird-Yearry	Richmondville, NY	2020-06-26
Sierra Brown	Ventura, CA	2020-06-26
Adassary Martinez	Duluth, US	2020-06-26
ny'kerriah brown	Salem, US	2020-06-26
Abi Custer	Saint Louis, US	2020-06-26
juliet rivaz	Houston, US	2020-06-26
La'Esha Stevens-Cooper	Fort Bragg, US	2020-06-26
Zeth Bello	Bellflower, US	2020-06-26
Tiffany Freed	Wenonah, NJ	2020-06-26
Lisa Matthews	San Francisco, CA	2020-06-26
Sierra Knox	Fort Bragg, CA	2020-06-26
Ryder Kuypers	Cerritos, US	2020-06-26
Shikadai Nara	Dublin, US	2020-06-26
Piper Norton	Los Angeles, US	2020-06-26
Ghhfy Xfhh	Brooklyn, US	2020-06-26
Caylin Magallan	Valparaiso, US	2020-06-26

Name	Location	Date
Viel Padua	Fontana, US	2020-06-26
Kalen Fleming	Anaheim, US	2020-06-26
sophia tarango	Santa Ana, US	2020-06-26
izabella grano	Chula Vista, US	2020-06-26
AnaSophia Zeigler	San Diego, US	2020-06-26
Maddy Cann	La Crescenta, US	2020-06-26
Elias Steinbuck	Mendocino, CA	2020-06-26
Yhoalibeth Lopez	Compton, US	2020-06-26
Airam Todoroki	Burbank, US	2020-06-26
Emma Mae	Cottonwood, US	2020-06-26
Cristopher Gonzalez	Granada Hills, US	2020-06-26
Dielka Aguilera	Hidden Valley Lake, US	2020-06-26
Emily Campos	Baldwin Park, US	2020-06-26
Brianna Borbon	Tucson, US	2020-06-26
Sofia Sierra	Los Angeles, US	2020-06-26
Daddy Navarrete	Berkeley, US	2020-06-26
jackeline villegas	Placentia, US	2020-06-26
Priscilla Kousayan	Lancaster, US	2020-06-26
Nani Espino	Clarmont, US	2020-06-26
Rowan Lane	Malibu, US	2020-06-26
Kaitlin Lovich	San Diego, US	2020-06-26
Jadyn Resendez	Derby, US	2020-06-26

Name	Location	Date
Iris Reyes	Los Angeles, US	2020-06-26
Kayla Hao	Walnut, US	2020-06-26
Athena Kotlarek	Flower Mound, US	2020-06-26
Tanya Ayala	Fort Bragg, CA	2020-06-26
Jay Montelongo	Sacramento, US	2020-06-26
Josephyne Ponce	Moorpark, US	2020-06-26
Lydia Gebremichael	Bellflower, US	2020-06-26
alexandra fuentes	Anaheim, US	2020-06-26
Charlie Brown	Diamond Bar, US	2020-06-26
adriana san	El Paso, US	2020-06-26
layla ali	Los Angeles, US	2020-06-26
Bella Ray	Los Angeles, US	2020-06-26
Jovani Vargas	Corona, US	2020-06-26
Peja Rowan	Champaign, US	2020-06-26
Mauricio Lopez	Turlock, US	2020-06-26
Heather Guevara	Fort Bragg, CA	2020-06-26
Claudia Hernandez	Woodland, US	2020-06-26
Gabby Reynolds	Manassas, US	2020-06-26
Kary Reyes	Denver, US	2020-06-26
Geldy Pena	Temple Hills, US	2020-06-26
Nicole Arrazola	Anaheim, US	2020-06-26
Irau Corona	Aurora, US	2020-06-26

Name	Location	Date
Janell Marie	PITTSBURGH, US	2020-06-26
joann paesano	Palm Bay, US	2020-06-26
Uvtrv Nbwha	Roanoke Rapids, US	2020-06-26
Arianna Thom	Bethlehem, US	2020-06-26
Makayla Ofori	Rockville, US	2020-06-26
Jill Surdzial	San Jose, CA	2020-06-26
Kala Radl	Westport, CA	2020-06-26
Caitlin Salmonsens	Cato, US	2020-06-26
emerald maloney	Benicia, US	2020-06-26
Emily Ocegüera	Corona, US	2020-06-26
Jake Reed	Covington, US	2020-06-26
Marilyn Pineda	Los Angeles, US	2020-06-26
Madison Kimberlin	Alexandria, US	2020-06-26
Sandra Moreno	Fremont, US	2020-06-26
Lizeth Barrios	Los Angeles, US	2020-06-26
Margo Olesh	Pekin, US	2020-06-26
Chrishana Jackson	Bronx, US	2020-06-26
Rey Payne	South Jordan, US	2020-06-26
Shelby Buckman	Shelbina, US	2020-06-26
Clarissa Alderete	Citrus Heights, US	2020-06-26
Gilbert Gastelo	Los Angeles, US	2020-06-26
Angie Cebalo	Martinez, US	2020-06-26

Name	Location	Date
Mauri Dior	Pensacola, US	2020-06-26
Emily Johnson	Burbank, US	2020-06-26
morgan gindhart	Charleston, US	2020-06-26
Chelsea Derbonne	Long Beach, US	2020-06-26
Cristal Hernandez	Los Angeles, US	2020-06-26
Kimberly Dorrah	Los Angeles, US	2020-06-26
Kimberly Williams	Riverside, US	2020-06-26
hehehs heheueu	Ocotillo, US	2020-06-26
Frankie Rosales	Fresno, US	2020-06-26
Ayanna Curnow	Homestead, US	2020-06-26
Alina Girardot	Elk Grove, US	2020-06-26
Kyler Jones	San Marcos, US	2020-06-26
Reve Pacheco	Greenfield, US	2020-06-26
Manuel Gutierrez	Van Nuys, US	2020-06-26
Laurieanne Pelon	Glendale, US	2020-06-26
Mike Hawk	Corpus Christi, US	2020-06-26
Caleb Penland	Rincon, US	2020-06-26
Myla Thomas	Waldorf, US	2020-06-26
Lydia Ramona	Ladera Ranch, US	2020-06-26
Madelyn Mullins	El Granada, US	2020-06-26
Skyler Vargas	Orange, US	2020-06-26
Avery Spangler	Gualala, US	2020-06-26

Name	Location	Date
bailey brummel	Los Angeles, US	2020-06-26
Tracy Corbin	Sausalito, CA	2020-06-26
Bhad Bhabie	Huntington Beach, US	2020-06-26
Stop CPO	Los Angeles, US	2020-06-26
Malak Amer	San Marino, US	2020-06-26
Coral Cortez	Bell Gardens, US	2020-06-26
jonathan perez	Huntington Beach, US	2020-06-26
Grace Noguera	Canyon Country, US	2020-06-26
Gretchen Lubbers	Noblesville, US	2020-06-26
Angelo Alejos	Plainfield, US	2020-06-26
Avery Chargualaf	Glen Burnie, US	2020-06-26
ximena escobedo	Lawndale, US	2020-06-26
Susanna Khachatryan	Glendale, US	2020-06-26
Kenya Medina	Los Angeles, US	2020-06-26
Victor Zamudio	Philadelphia, US	2020-06-26
frank cazares	Alameda, US	2020-06-26
Kira Wojack	Fort Bragg, CA	2020-06-26
myra qasim	Quincy, US	2020-06-26
jdjdjdjfdjsbs jdjdjdjebwjsufj	Sacramento, US	2020-06-26
Violet Esquivel	Lees Summit, US	2020-06-26
Jimena Gonzalez	Whittier, US	2020-06-26
Jon Arbuckle	Gardner, US	2020-06-26



Name	Location	Date
danielle barron	Long Beach, US	2020-06-26
naomi mastro	east hampton, US	2020-06-26
Colleen Aquino	Fontana, US	2020-06-26
Joe Hague	San Francisco, CA	2020-06-26
Estrella Fragoso	Hemet, US	2020-06-26
breana jimenez	San Leandro, US	2020-06-26
Kayla Williams	Livermore, US	2020-06-26
Ash McDonald	Beaverton, US	2020-06-26
paytyn lartigau	Huntington Beach, US	2020-06-26
emily gomez	Campbell, US	2020-06-26
Alondra Garcia	Santa Maria, US	2020-06-26
Amberly Plascencia	Wasco, US	2020-06-26
megan johnson	windsor, US	2020-06-26
Kaetlyn Szlachciuk	Rancho Cucamonga, US	2020-06-26
Daniel Morrison	Los Angeles, US	2020-06-26
Warda Khandaker	Los Angeles, US	2020-06-26
Arianna Crespo	Denver, US	2020-06-26
Wwwwww Wwwwww	Potomac, US	2020-06-26
Andrea Quezada	Hollister, US	2020-06-26
A B	Virginia Beach, US	2020-06-26
Jaymie Olea	Los Angeles, US	2020-06-26
Alexandra Almazan	Tracy, US	2020-06-26

Name	Location	Date
King Diaz	San Diego, US	2020-06-26
Khrystina Setterstrom	Bremerton, US	2020-06-26
Akash Pipaliya	Mather, US	2020-06-26
Rosa Batres	Sacramento, US	2020-06-26
bella smith	Newport Beach, US	2020-06-26
Lorena Ishida	Winter Garden, US	2020-06-26
angelleah van valen	Brick, US	2020-06-26
Ray Garfia	Ontario, US	2020-06-26
Jose Flores	Santa Ana, US	2020-06-26
Honey Esquivel	Bellflower, US	2020-06-26
Kaelah Guaderrama	Beaverton, US	2020-06-26
Liesel D	Wichita, US	2020-06-26
Cynthia Banuelos	Perris, US	2020-06-26
Carilyn Bacchi	Mountain View, US	2020-06-26
lia zurek	Peoria, US	2020-06-26
Rylan Moye	Camarillo, US	2020-06-26
Eli Orozco	San Leandro, US	2020-06-26
Billy Cruz	Long Beach, US	2020-06-26
David Pham	San Diego, US	2020-06-26
Emma Eaton	Pico Rivera, US	2020-06-26
Jared Gomez	Pittsburg, US	2020-06-26
Charlotte Serazio	Milwaukee, US	2020-06-26

Name	Location	Date
sarah lee	Long Beach, US	2020-06-26
Zamyra Hunter	Perris, US	2020-06-26
Aurora Wilson	Moreno Valley, US	2020-06-26
Mariah Goodgion	Bullhead City, US	2020-06-26
Nikki Nguyen	San Jose, US	2020-06-26
Avanti Cowart	Jacksonville, US	2020-06-26
Megan Harris	Highland, US	2020-06-26
kati logan	Bakersfield, US	2020-06-26
Mikaela Guinto	Richmond, US	2020-06-26
Alexa Guzman	Cerritos, US	2020-06-26
Gretchen Hahn	Fort Bragg, CA	2020-06-26
Isabella B	Sacramento, US	2020-06-26
Fatal Bitchhhh	Escondido, US	2020-06-26
Anonymous Gregori	Salida, US	2020-06-26
dnsnns sggg	Orange, US	2020-06-26
Andrea Ambler	Mendocino, CA	2020-06-26
Raven Sanchez-leader	Sonoma, US	2020-06-26
Scarlet Haro	Union City, US	2020-06-26
Kevin Mosqueda	Greeley, US	2020-06-26
jizelle sandoval	Menifee, US	2020-06-26
Charlotte Makoni	Menlo Park, US	2020-06-26
Pandora :)	Los Angeles, US	2020-06-26

Name	Location	Date
Jotaro Kujo	Riverside, US	2020-06-26
anna sernas	Santa Ana, US	2020-06-26
Angelina Ascencio	San Pedro, US	2020-06-26
Lindsey Connell	San Luis Obispo, US	2020-06-26
Jessica Leyva	Los Angeles, US	2020-06-26
Jose Iriqui	Fullerton, US	2020-06-26
Mckenna Gayass	Bakersfield, US	2020-06-26
Olivia Kim	Cypress, US	2020-06-26
Zoe Klein	Elkridge, US	2020-06-26
Breeana Flores	Downey, US	2020-06-26
Kineleti Maluia	Burbank, US	2020-06-26
Casey Rodriguez	Los Angeles, US	2020-06-26
Hyacinth Lorenzo	Corona, US	2020-06-26
Chloe Jacobs	Anaheim, US	2020-06-26
Alma Sanchez	Oakland, US	2020-06-27
Cadence Aldridge	La Jolla, US	2020-06-27
Anixa Ramirez Garcia	Watsonville, US	2020-06-27
Merryck Abler	San Mateo, US	2020-06-27
Sean Ryan	Towson, US	2020-06-27
Brianna Vega	Manteca, US	2020-06-27
Nakita Pineda	Palmdale, US	2020-06-27
lia samoy	Aliso Viejo, US	2020-06-27

Name	Location	Date
Ethan Varela	Sun valley, US	2020-06-27
Kaeleigh Taylor	Sonora, US	2020-06-27
Gwynn AnnaRose	Churubusco, US	2020-06-27
Monica Valdez	Hollister, US	2020-06-27
Noe Perez	Arvin, US	2020-06-27
Layla Mauldin	Modesto, US	2020-06-27
Ivy Moore	Kenner, US	2020-06-27
Monique Espino	Anaheim, US	2020-06-27
Abigail Runolfson	Alpine, US	2020-06-27
Evelyn Martinez	North Hollywood, US	2020-06-27
Victor Tatora	San Marino, US	2020-06-27
emily frias	Bakersfield, US	2020-06-27
Caroline N	Garden Grove, US	2020-06-27
tyler thompson	Tujunga, US	2020-06-27
Ezequiel Zuniga	San Jose, US	2020-06-27
Kaylani Cortez	Burbank, US	2020-06-27
Sam Silver	San Diego, US	2020-06-27
Kathleen Orozco	Los Angeles, US	2020-06-27
Pachia Xiong	Sacramento, US	2020-06-27
Emanuel Rosales	Winnetka, US	2020-06-27
Grace Park	San Diego, US	2020-06-27
Emily Vala	Yonkers, US	2020-06-27

Name	Location	Date
Lauren Ardolino	East Hartford, US	2020-06-27
Robin Christiansen	Brentwood, CA	2020-06-27
Eddie Brewer	Fayetteville, US	2020-06-27
Yggh Gg	Utica, US	2020-06-27
Shannon Valka	Mill Valley, CA	2020-06-27
Mari Dominguez	Linden, US	2020-06-27
Paige Clarke	Redwood City, US	2020-06-27
Ariana Gonzalez	Arlington, US	2020-06-27
McKenzie Topping	Chattanooga, US	2020-06-27
Jacob Kadzban	Alto, US	2020-06-27
Bryan Castro	Fairmont City, US	2020-06-27
Zadie Kruglov	Los Angeles, US	2020-06-27
kelly shensky	Philadelphia, US	2020-06-27
Cassandra Silva	Paramount, US	2020-06-27
narali de la cruz	Santa Ana, US	2020-06-27
Maya Monden	Marine City, US	2020-06-27
Melissa Wood	Arlington, US	2020-06-27
Rowan Marsh	New York, US	2020-06-27
Kayla Warmolts	Carmichael, US	2020-06-27
Sophia Salazar	Saint Paul, US	2020-06-27
German Olvera	San Bernardino, US	2020-06-27
EL TANKE Quattro	Los Angeles, US	2020-06-27

Name	Location	Date
Paige Donovan	West Lafayette, US	2020-06-27
Anthony Last Name	South Gate, US	2020-06-27
Eva Taylor	Covington, US	2020-06-27
rachel zhou	Sacramento, US	2020-06-27
Todo Roki	Fullerton, US	2020-06-27
Charlie Vue	Los Angeles, US	2020-06-27
Wei-Jen Lo	San Diego, US	2020-06-27
Rob Hunt	Sacramento, US	2020-06-27
Paige Hosein	Riverside, US	2020-06-27
Nina Westerdahl	Chico, US	2020-06-27
b k	Fremont, US	2020-06-27
andrea bryant	Davis, US	2020-06-27
Emelda Fonki	Riverside, US	2020-06-27
Alexa Plascencia	Palmdale, US	2020-06-27
Kimberly Reyes	Pacoima, US	2020-06-27
Josephine Bateman	Oceanside, US	2020-06-27
august chilson	Portland, US	2020-06-27
Yesica Romero	Anaheim, US	2020-06-27
Damian Piccolotti	Brentwood, US	2020-06-27
sarah gomez	Anaheim, US	2020-06-27
Priscilla Palacios	West Covina, US	2020-06-27
brittany bates	Gilroy, US	2020-06-27

Name	Location	Date
Clyde Smith	Los Angeles, US	2020-06-27
Joseph Parker	San Jacinto, US	2020-06-27
sisi ha	Santa Ana, US	2020-06-27
Jenifer Amezcua	Fontana, US	2020-06-27
Chol Ramos	Riverside, US	2020-06-27
Daija Brewer	Niagara Falls, US	2020-06-27
Manish panwar	NEW DELHI, US	2020-06-27
alexander icedo	phoenix, US	2020-06-27
claire rios	Visalia, US	2020-06-27
Georgia Harms	Dubuque, US	2020-06-27
tania walker	Mendocino, CA	2020-06-27
Julia Tran	Cypress, US	2020-06-27
Luke Deadwyler	Town & Country, US	2020-06-27
Lisa Soderquist	Twain Harte, CA	2020-06-27
Royer Maldonado	Tampa, US	2020-06-27
Shelby Keller	Spokane, US	2020-06-27
Desmond Leday	Beaumont, US	2020-06-27
Cindy Chappell	Lyman, US	2020-06-27
Emma Carpenter	San Diego, US	2020-06-27
jessica rodragh	Orlando, US	2020-06-27
Crystal Gonzalez	Greenacres, US	2020-06-27
Virginia Morrison	New York, US	2020-06-27



Name	Location	Date
Lucy Traber	Mendocino, CA	2020-06-27
Nikki Squires	Santa Fe, US	2020-06-27
Hana Robson	US	2020-06-27
Linda Vu	El Monte, US	2020-06-27
caroline shepherd	Jeffersonville, US	2020-06-27
Marie Kinner	Dallas, US	2020-06-27
I am a Person	Los Angeles, US	2020-06-27
Madison Buford	Charlotte, US	2020-06-27
Naomi Hollen	Saint Paul, US	2020-06-27
Sydney Myrick	Dexter, US	2020-06-27
Valeria Vergara	Henderson, US	2020-06-27
Vanessa Rodriguez	Fairhope, US	2020-06-27
Trinity Batterson	Owasso, US	2020-06-27
amirah mcclary	Jacksons, US	2020-06-27
Hannah Bronsell	Houston, US	2020-06-27
Sascha Morton	Wakefield, US	2020-06-27
kathryn Rossum	Fort Bragg, CA	2020-06-27
ridita mandal	Reseda, US	2020-06-28
Kimberly ramirez	Highland, US	2020-06-28
Austin Shaw	Valencia, US	2020-06-28
Molly McMillan	Sacramento, US	2020-06-28
Marjia Kabir	Brooklyn, US	2020-06-28

Name	Location	Date
Andrew Broening	Glendale, US	2020-06-28
Anna Rose Weninger	Travelers Rest, US	2020-06-28
Justin Yun	Citrus Heights, US	2020-06-28
America Ramirez	Chandler, US	2020-06-28
Kainaza Carzo	Fayetteville, US	2020-06-28
Leslie Kashiwada	Fort Bragg, CA	2020-06-28
Margaret R	Alexandria, US	2020-06-28
Tania Lopez	Stockton, US	2020-06-28
carlos matsuno	Los Angeles, US	2020-06-28
Lorena Medina	Lancaster, US	2020-06-28
Jocelyn Ouk	Anaheim, US	2020-06-28
aaron d	San Diego, US	2020-06-28
Cathleen Boyd	Fort Bragg, CA	2020-06-28
Gianni Lomeli	Fullerton, US	2020-06-28
Kalynn Johnson	Trafford, US	2020-06-28
Izabella Alvarado	Foothill Ranch, US	2020-06-28
Sandee Zaffarano	Fort Bragg, CA	2020-06-28
Brenna McComas	Roanoke, US	2020-06-28
Reyna Antilla	Santa Cruz, US	2020-06-28
giselle cordova	Miami, US	2020-06-28
Taylor Shumate	Huntsville, US	2020-06-28
Darren Bane	Greer, US	2020-06-28

Name	Location	Date
ryli wilson	Riverside, US	2020-06-28
Erick Stephens	Riverside, US	2020-06-28
sophie hill	Columbus, US	2020-06-28
Emily Nieto	Ontario, US	2020-06-28
Xavier Cardenas	Los Angeles, US	2020-06-28
Ke'ala Stinson	San Diego, US	2020-06-28
Ash Aguilar	Escondido, US	2020-06-28
Jessica Tran	Burlington, US	2020-06-28
Alexis Emeziem	Brentwood, US	2020-06-28
James Stevenson-Fryer	Caspar, CA	2020-06-28
Sandra Chavez	Los Angeles, US	2020-06-28
Arlette Rojas	Gardena, US	2020-06-28
Giordyn R	Fort Lauderdale, US	2020-06-28
Dylan C.	Fresh Meadows, US	2020-06-28
Aiden Pounds	Culpeper, US	2020-06-28
Quentin Baker	Buffalo, US	2020-06-28
Briana Padilla	North Hollywood, US	2020-06-28
Natalia De la cruz	Chula Vista, US	2020-06-28
Steven Perez	Fort Lauderdale, US	2020-06-28
Markayla Webb	Sumter, US	2020-06-28
Anabelle M	Fort Bragg, CA	2020-06-28
Eloise Edwards	Pittsburgh, US	2020-06-28

Name	Location	Date
evelyn villanueva-figueroa	dublin, US	2020-06-28
elise abbott	Williamstown, US	2020-06-28
Derrick Robinson	Chicago, US	2020-06-28
Ella E	Huntington Beach, US	2020-06-28
Isabella Ramirez	Los Angeles, US	2020-06-28
Oscar Torres	Los Angeles, US	2020-06-28
Jessica Conley	Albuquerque, US	2020-06-28
d n	Garden Grove, US	2020-06-28
Ana Contreras	Granada Hills, US	2020-06-28
Angelina Correa	Hialeah, US	2020-06-28
emily fatima	Rancho Cordova, US	2020-06-28
Adrian Arevalo	Avalon, US	2020-06-28
Liam Mendez	Miami, US	2020-06-28
Dayana Linares	US	2020-06-28
Karla Morfin	Seattle, US	2020-06-28
Ila Rees	San Anselmo, US	2020-06-28
Joseph Brown	Lubbock, US	2020-06-28
Mikayla Matua	Daly City, US	2020-06-28
Nicholas Sundeen	Aptos, US	2020-06-28
Rebel 85	Champions Gate, US	2020-06-28
katie rodriguez	Los Gatos, US	2020-06-28
Victor Salazar	Concord, US	2020-06-28

Name	Location	Date
Valerie Cepeda	Brooklyn, US	2020-06-28
Emmy Hanutke	Wausau, US	2020-06-28
vee ceja	Oakland, US	2020-06-28
Simon Reseigh	Albuquerque, US	2020-06-28
Alexa Mulrooney	Scranton, US	2020-06-28
Rudolph Lewis	New York, US	2020-06-28
savannah snyder	kalamazoo, US	2020-06-28
Cole Dwyer	Plano, US	2020-06-28
Liz McCloy	Mount Pleasant, US	2020-06-28
lina berrio	mendocino, CA	2020-06-28
Isabella Cardoza	Chicago, US	2020-06-28
Jade Salazar	Castro Valley, US	2020-06-28
Lorry Lepaule	Mendocino, CA	2020-06-28
Bluey Wolf	Fort Myers, US	2020-06-28
brynn goodell	Springfield, US	2020-06-28
i licked my salt lamp	why, US	2020-06-28
Grace Granados	Roswell, US	2020-06-28
luis cabrera	San Antonio, US	2020-06-28
Mac Jenkins	Springfield, US	2020-06-28
Misty Mann	Oak Harbor, US	2020-06-28
Thania Bean	Bloomfield, US	2020-06-28
olivia mathison	Cottage Grove, US	2020-06-28

Name	Location	Date
Carolyn Torphy	Orlando, US	2020-06-28
Jewel Morgan	Lake Stevens, US	2020-06-28
Unique Bolton	Carmichael, US	2020-06-28
Mark Shaffer	Pasadena, US	2020-06-28
Afton Welley	Phillips, US	2020-06-29
Sage Johnson	New Haven, US	2020-06-29
Donna Boudoin	Beaumont, US	2020-06-29
Lauren Daniels	Birmingham, US	2020-06-29
Arieanna Tambriz	Bergenfield, US	2020-06-29
zoe barilla	US	2020-06-29
Tracy Nguyen	Smyrna, US	2020-06-29
Ava Krenicki	Belmar, US	2020-06-29
Alex Speranza	Rochester, US	2020-06-29
Kemoni Davis	Phoenix, US	2020-06-29
Olivia Helmer	Honolulu, US	2020-06-29
Emily Hunt	Skokie, US	2020-06-29
Pooja Patel	Powell, US	2020-06-29
Linda Llee	San Jose, CA	2020-06-29
Mahdi Rahman	Brazil, US	2020-06-29
Geneva Allen	New York, US	2020-06-29
Candra Chau	San Jose, US	2020-06-29
Clara Stump	Santa Barbara, US	2020-06-29

Name	Location	Date
Lydia Sather	Palo Alto, US	2020-06-29
Azlynn Swigert	Marshall, US	2020-06-29
Raylene Dyer	Richmond, US	2020-06-29
Julia Berry	Dekalb, IL	2020-06-29
James Knowdell	Sacramento, US	2020-06-29
Lizbeth Rodriguez	Los Osos, US	2020-06-29
Jesus Cahuantzi	Pico Rivera, US	2020-06-29
Angie Bernal	Anaheim, US	2020-06-29
Karla Espinoza	Grand Rapids, US	2020-06-29
Karen Reyes	Escondido, US	2020-06-29
Sophie M.	San Francisco, US	2020-06-29
Lucia Aguilar	Fontana, US	2020-06-29
Miguel Delgadillo	Lancaster, US	2020-06-29
Faiyaz Chowdhury	La Mirada, US	2020-06-29
Bradley Lantigua	Brooklyn, US	2020-06-29
Savanah Dolce	Ukiah, US	2020-06-29
Enzolida Pheap	Long Beach, US	2020-06-29
Angela Jorge	Monrovia, US	2020-06-29
Haley Harness	South Lake Tahoe, US	2020-06-29
Brian Heubel	Mendocino, CA	2020-06-29
Harry Potter	Littleton, US	2020-06-29
Rogelio Aguilar	Seattle, US	2020-06-29

Name	Location	Date
Rachel Dunn	Tulsa, US	2020-06-29
john dow	merced, US	2020-06-29
Leena Viruet	Arecibo, US	2020-06-29
J Z	Elmhurst, US	2020-06-29
Heather Johnson	Meridian, ID	2020-06-29
Olivia Hall	Navarre, US	2020-06-29
Lonnie Mathieson	Fort Bragg, CA	2020-06-29
Manny Hefly	Osceola, US	2020-06-29
Tyre Wilkerson	Morganton, US	2020-06-29
Michael Brosnahan	South Pasadena, US	2020-06-29
Taea Seigler	Olivehurst, US	2020-06-29
Kendra Ruczak	Van Nuys, CA	2020-06-29
Evelyn Fawcett	Brookline, US	2020-06-29
Talia Klein-Lee	Woodland Hills, US	2020-06-29
Sri Mays	Fairburn, US	2020-06-29
Rohan Cho	Brooklyn, US	2020-06-29
Nicholas Rigling	San Diego, US	2020-06-29
Liz Hen	Long Beach, US	2020-06-29
April Van Buskirk-Rader	Brentwood, CA	2020-06-29
Diego Dueñas	Hollywood, US	2020-06-29
James Aguilar	Los Angeles, US	2020-06-29
Cassidy Register	Apex, US	2020-06-29



Name	Location	Date
Aalayiah's Brunner	Oak Park, US	2020-06-29
Jessica Occeno	Sylmar, US	2020-06-29
Rebecca Brice	San Francisco, CA	2020-06-29
Vianey Vasquez	Pomona, US	2020-06-29
Natalee Bucaria	Riverside, US	2020-06-29
Dawn Ryder	Vancouver, WA	2020-06-29
Morgan Radmall	Los Angeles, CA	2020-06-29
Jeff McFarland	Anchor Bay, CA	2020-06-29
Mary Tachibana	Portland, OR	2020-06-29
Jennifer Harvey	Smyrna, GA	2020-06-29
Crystal Lochard	Weeki wachee, FL	2020-06-30
Danny Kirby	Fort Bragg, CA	2020-06-30
Carolina Torres	Charlotte, US	2020-06-30
Sheryl P.	Honolulu, US	2020-06-30
Molly Belvo	Clive, US	2020-06-30
g l	Suisun City, US	2020-06-30
asma Aden	Aurora, US	2020-06-30
Ananda Nash Viles	Cincinnati, OH	2020-06-30
Susan Dawes	Milford, OH	2020-06-30
Erik Owen	Fort Bragg, CA	2020-06-30
Alex Lopez	Los Angeles, US	2020-06-30
Cynthia Villanueva	merced, US	2020-06-30

Name	Location	Date
teyana sanders	San Diego, US	2020-06-30
Stori Maybank	Chesapeake, US	2020-06-30
Carolina Gonzalez	North Hills, US	2020-06-30
Joshua Romero	Los Angeles, US	2020-06-30
Mildred Sosa	Buena Park, US	2020-06-30
Jeremy Hernandez	Newman, US	2020-06-30
laurent Calvo	Cypress, US	2020-06-30
Karen Colchado	Bakersfield, US	2020-06-30
Luna Swirbul	US	2020-06-30
gere kavanaugh	Los Angeles, US	2020-06-30
T'Shala Olivieri	Ben Lomond, US	2020-06-30
Jackson Cox	Arlington, US	2020-06-30
Ellie Davis	Hello, US	2020-06-30
Steven Campos	Bell Gardens, US	2020-06-30
Carol Quintanilha	Culver City, US	2020-06-30
Emma Accacian	Antelope, US	2020-06-30
Shela Levesque	Winter Park, FL	2020-06-30
Anabelle Tullis	Fredericksburg, US	2020-06-30
Erika Cervantes	Pico Rivera, US	2020-06-30
Victoria Irene	Moreno Valley, US	2020-06-30
Charles Smith	Sacramento, US	2020-06-30
Lucelia Rivera	Vista, US	2020-06-30

Name	Location	Date
Haylee Lyttle	Pomona, US	2020-06-30
brianna alvarez	Soledad, US	2020-06-30
Julia Nguyen	Fullerton, US	2020-06-30
Cameron Saso	McKinleyville, US	2020-06-30
Rebekah Ralstonsell	Santa Cruz, US	2020-06-30
Olivia McNamara	US	2020-06-30
Nina Ben	Oakland, US	2020-06-30
Daniel Andrew	Atascadero, US	2020-06-30
Jay Turn	Los Angeles, US	2020-06-30
Gwyn K	West Cornforth, England, UK	2020-06-30
Brisa Esteban	Los Angeles, US	2020-06-30
Nicole Marks	Camarillo, US	2020-06-30
McKenzie England	Lula, US	2020-06-30
Arelys Dorantes	Los Angeles, US	2020-06-30
isabella burruel	Chino, US	2020-06-30
Dany Crockett	Rayne, US	2020-06-30
Toilet Weeb	Simi Valley, US	2020-06-30
melanie garduno	west covina, US	2020-06-30
Hector Marquez	Los Angeles, US	2020-06-30
Alana Thelen	Hilo, US	2020-06-30
Drea Mazza	Point Arena, CA	2020-06-30
Sarah Finley	Tacoma, WA	2020-07-01

Name	Location	Date
Aimee Maxey	Westport, CA	2020-07-01
mckinzie baker	Aptos, US	2020-07-01
Esra Ismail	Saint Paul, US	2020-07-01
Andrew Garcia	Tulare, US	2020-07-01
Gabby Bailey	Larchmont, US	2020-07-01
Jessica Carroll	San Jose, US	2020-07-01
mia hellen	Chicago, US	2020-07-01
Rameem Khan	Falls Church, US	2020-07-01
Brian Moon	New York, US	2020-07-01
Dinara Lovatos	Chula Vista, US	2020-07-01
Emily Wielenga	Seattle, US	2020-07-01
Alice Monaco	Deckerville, US	2020-07-01
Taylor Byrd	Dothan, US	2020-07-01
Ernest Mitchum	Marysville, US	2020-07-01
Kyah Sturm	La Porte, US	2020-07-01
Elaina Cordova	Fullerton, US	2020-07-02
nora gianfrocco	East Greenwich, US	2020-07-02
Annie Miller	Wichita Falls, TX	2020-07-02
nancy Hurtado	Atwater, US	2020-07-02
Fam Saechao	Merced, US	2020-07-02
rachna sehgal	Waxhaw, US	2020-07-02
caitlin howe	chicago, US	2020-07-02

Name	Location	Date
Nicolette Tran	Los Angeles, US	2020-07-02
Nicole Omalley	Scranton, US	2020-07-02
lucy cullitondjd	Sherman Oaks, US	2020-07-02
Jan Marie Goode	Frisco, TX	2020-07-02
Ben Maddrell	Sacramento, US	2020-07-02
Thonizya Harris	Fresno, US	2020-07-02
Melanie Corona	Cicero, US	2020-07-02
Janessa Brito	Menifee, US	2020-07-02
Jordan Marino	Brentwood, US	2020-07-02
Kyy G	Burbank, US	2020-07-02
hayley motfher	Bloomington, US	2020-07-02
gloria camacho	monterey park, US	2020-07-02
Camille DeGuzman	Benicia, US	2020-07-02
Evelyn Sarabia	Madera, US	2020-07-02
Hilda Obeso	Lakeland, US	2020-07-02
Jasmine Bunch-Jones	Mendocino, CA	2020-07-03
Jim Jones	Mariposa, CA	2020-07-03
Katie Harwell	Fort Bragg, CA	2020-07-03
Mercedes Kennedy	Fort Bragg, CA	2020-07-03
Maddie Trejo	Brewster, US	2020-07-03
Briana Orocio	Bellflower, US	2020-07-03
Hannah Diaz	Palmdale, US	2020-07-03

Name	Location	Date
brianna Canales	North Hollywood, US	2020-07-03
Vanessa Santos	Lemoore, US	2020-07-03
Elizabeth Belmontes	Riverside, US	2020-07-03
Stephanie Torres	Riverside, US	2020-07-03
Valerya Haro	San Diego, US	2020-07-03
Taulby Roach	Seattle, US	2020-07-03
Walter Tate	Hampton, US	2020-07-03
lila mae holcomb	Greensboro, US	2020-07-03
Emily Davila	Van Nuys, US	2020-07-03
Clarrisa Garcia	Dinuba, US	2020-07-03
Devin Lin	Houston, US	2020-07-03
dulce garcia	North Hollywood, US	2020-07-03
ash d	Daly City, US	2020-07-03
Giana Murphy	San Diego, US	2020-07-03
Sarah Mans	Hemet, US	2020-07-03
Kyle Peters	Fullerton, US	2020-07-03
Crystal Gallegos	Charlotte, US	2020-07-03
Araceli Tapia	Modesto, US	2020-07-03
Yareth Garcia	Fontana, US	2020-07-03
Katie Warrick	US	2020-07-03
Samuel Gil	Long Island City, US	2020-07-03
Brittany Wehrman	Minster, US	2020-07-03

Name	Location	Date
Amanda Jenkins	Summit, US	2020-07-03
AnimalIII Foooooork	Corpus Christi, US	2020-07-03
Cruz Coronado	Los Angeles, US	2020-07-03
Timothy Collins	Eight Mile, US	2020-07-03
Maddie Schuyler	Eagle, US	2020-07-03
genevieve bui	Fontana, US	2020-07-03
judylynn cuevas	Selma, US	2020-07-03
Delilah Luna	Patterson, US	2020-07-03
Anthony Morales	Riverside, US	2020-07-03
miguel murguia	San Jose, US	2020-07-03
Ashely Miranda	Wildomar, US	2020-07-04
Alejandra Ortiz	Irving, US	2020-07-04

## **Caspar Creek Learning Community**

Recipient: Board of Trustees

Letter: Greetings,

Please help preserve this valued educational alternative for Mendocino Coast children by accepting Caspar Creek Learning Community as a district-authorized public charter school starting with the 2020-2021 school year.



# Comments

Name	Location	Date	Comment
Ashly Myrick	Mendocino, CA	2020-06-23	"My daughter Loves her school and I do too!"
Ang Garza	san jose, CA	2020-06-23	"This program is life"
Aline Jalfim	Fort Bragg, CA	2020-06-23	"Aline Jalfim"
Tracy Barsolo	US	2020-06-23	"I care about Caspar Creek Learning Center"
Ana Rojas	Mendocino, CA	2020-06-23	"Many children, now adults, have benefited studying in this school and many will in the future. Let's support our community"
John Crocker	san francisco, CA	2020-06-23	"Caspar Creek is aweosome"
Lily Parsons	Caspar, CA	2020-06-23	"I can barely put into words how important Caspar creek is to my family. I have 2 children that attend and I have spent years developing a peer group and a special ed situation for my daughter who is special needs. This school means everything to us. We cant lose it now. It's the most beautiful community of families and teachers and my children are thriving there. Please please please consider taking us on. It would mean the world to us."
Kathleen Wolchick	Fort Bragg, CA	2020-06-23	"This school has been providing a necessary service to students in this area for 20 years. Please authorize this alternative for children who may learn differently but are definitely learning at this facility."
Alice Flores	Elk, CA	2020-06-23	"MUSD has long supported various learning paths. Caspar Creek offers a special approach that clearly benefits the students who thrive there. It would be a serious loss to the community if it were to close. Please find a way to work with this engaged and energetic group of parents and grandparents (like me) to continue this valuable service."
Monica Buriello	Saranac Lake, NY	2020-06-23	"How sad that a wonderful school like Caspar Creek is in jeopardy of closing. I don't know if my vote counts, but I'm signing anyway to show my support!"
Eli Weaver	Fort Bragg, CA	2020-06-23	"Four of my beloved Daughters attended this wonderful educational program with remarkable results that have carried into their adult lives~ please keep this amazing educational alternative alive and well!"
Sherry Glaser	mendocino, CA	2020-06-23	"We need more schools like this not less!!!"
Linda Hogan	Live Oak, CA	2020-06-23	"As a retired public school teacher, I know first hand the unique opportunity that is offered to the children. I was a math and science teacher and I know that the best authentic learning is hands on in a natural environment. Please make sure this rare educational experience continues."
Elizabeth Petersen	Salem, OR	2020-06-23	"My kid went here K-5, and it was the most amazing learning experience. Crow (formerly known as Eden) still holds warm

Name	Location	Date	Comment
			memories of their time at Caspar Creek, both the education, the friends, and the emotional support they gained there. This school is an important alternative for kids who may not fit into the traditional grammar school. Please authorize the continuation of Caspar Creek Learning Center well into the future."
Eden Lorentzen	South Hadley, MA	2020-06-23	"I attended Caspar Creek from kindergarten through fifth grade and would not trade the educational experience I got there for the world. It allowed me to develop a passion and curiosity for learning that only my college courses were able to match, and the ability to learn at my own pace allowed me to go much farther in my studies than I would have in a traditional learning environment (there were concepts in my eighth-grade math class that I already knew from my time at Caspar Creek). I also made lifelong friends and had the luxury of freedom to be myself and develop my identity apart from the pressures of conformity. Caspar Creek planted the seeds for much of who I am today, and other children deserve to have that same chance."
Eden Lorentzen	South Hadley, MA	2020-06-23	"I attended Caspar Creek from kindergarten through fifth grade and would not trade the educational experience I got there for the world. It allowed me to develop a passion and curiosity for learning that only my college courses were able to match, and the ability to learn at my own pace allowed me to go much farther in my studies than I would have in a traditional learning environment (there were concepts in my eighth-grade math class that I already knew from my time at Caspar Creek). I also made lifelong friends and had the luxury of freedom to be myself and develop my identity apart from the pressures of conformity. Caspar Creek planted the seeds for much of who I am today, and other children deserve to have that same chance."
Jaime Ries	Fort Bragg, CA	2020-06-23	"We love Caspar Creek."
Heather Chappell	Fort Bragg, CA	2020-06-23	"Both my sons were educated at Caspar Creek and I value the knowledge and educational support they attained there."
Dana Vogelee	Fort Bragg, CA	2020-06-23	"Our community needs this wonderful school! My two daughters have been thriving in the nurturing and close-knit environment of Caspar Creek Learning Community. Furthermore, as the Teacher Aide in the K/1 classroom, I have observed the students grow and thrive in a school that gives them the attention, time and space to learn and grow into caring, kind and compassionate individuals. If Caspar Creek closes its doors, our community will lose this wonderful space for our children to grow, and future parents of school-age children will not have the option to give their children this amazing learning experience."
Catherine Logan	Woodinville, WA	2020-06-23	"My grand daughter Mia attends this school. I had the pleasure of visiting last November. The enviroment with teachers, students of all ages, was magical to behold. Caspar Creek has clearly benefited Mia. I see it in her creativity and confidence everyday. Also, in her kindness and empathy. This school is a teasure to Mia and our family...Please let me know if I can help in anyway..."

Name	Location	Date	Comment
Camille Parsons	Fort Bragg, CA	2020-06-23	"Caspar Creek is a marvelous school: nuts and bolts, heart and soul. My two grandchildren have been thriving there. So GOOD."
Bridget Kelly	Cleone, CA	2020-06-23	"Caspar Creek is a beloved and much needed asset in our community. Families should not have to be forced into choosing a one-sized fits all model of schooling for their children that require a different approach for them to grow and thrive. Our entire community on the Coast and beyond is strengthened by ensuring that we have a diversity of educational models available for the next generation of leaders. All of our Mendocino schools are strengthened by fighting to see that Caspar Creek remains open and available so children and families who are served best by Caspar Creek's model are able to thrive there. My son attended the Caspar Creek a for kindergarten, 1st, and 2nd grades. Having the flexibility that Caspar Creek provided honestly enabled our family to remain living on the Coast where our family has been for 3 generations now. Please protect all of our educational assets that are so important to the lives of families on the Coast, and vote YES. At a time when we are all struggling with the realities of edu"
Theresa Bankhead	Inman, SC	2020-06-23	"My niece and nephew attend, my brother and sister-in-law love the school as do the kids. I can't imagine them not going there!"
Craig Comen	Fort Bragg, US	2020-06-23	"It's a great resource!"
Love Moon	Fort Bragg, CA	2020-06-23	"Caspar Creek is an essential alternative for those who desire a child centered and natural approach to learning."
Ellen Buechner	Gualala, CA	2020-06-23	"Our community needs this school where each child is seen and cared for, for exactly who they are."
Mischa Hedges	San Rafael, CA	2020-06-23	"I benefitted from 5 years of schooling in this fine program, and I hope that other young people get to as well!"
Michelle Forrington	Arcata, CA	2020-06-23	"This is an incredible school. I went here as a kid, taught here as an adult. It would break my heart to see this amazing place close, that has offered so much to so many."
Katherine Cullar	Oakley, CA	2020-06-23	"My grandson just completed 3rd grade at Caspar Creek and my daughter is a teacher there. Caspar Creek is the ideal learning environment for my grandson and his schoolmates, and making a sudden transition to a traditional school would be difficult and potentially harmful for many of them. Caspar Creek is an amazing resource for the community, an alternative for children who need more freedom and individual attention as they learn. Please take this wonderful school on and make it part of your district."
Sarah Stevenson	La Honda, CA	2020-06-23	"My son attends this school and my daughter will be as well. We deeply value this school, and quite honestly, our children need it. Our community is stronger with choices on learning amd experience. You cannot beat Caspar Creek's gentle and vibrant approach to children's learning and growth. Please embrace such a long standing wonderful option for our little ones and our coastal community, it will surely enhance the districts reach."

Name	Location	Date	Comment
Pauline Rusert	Fort Bragg, CA	2020-06-24	"CCLC is an excellent, invaluable school and community resource!"
Cassie Blom	Aptos, CA	2020-06-24	"This school shaped who I am. I attended in the '90s (when it was Green House School), and I can't imagine the Mendocino Coast community not having access to this gem. It is a critical part of the community's culture, and a key to success for so many children and families. We need more schools like this, not fewer."
robert lorentzen	fort bragg, CA	2020-06-24	"Caspar Creek offers an invaluable service!"
Mary Dornon	Camino, CA	2020-06-24	"I feel my nieces are learning and thriving at this school. It would be a shame if it was to close."
Jessica Morsell-Haye	Fort Bragg, CA	2020-06-24	"This is a one of a kind learning environment that gives children space to be their authentic selves and the tools to navigate social dynamics. It's enabled my son to relax into his education. I'm so grateful he's had CCLC"
Noelle Stone	Fort Bragg, CA	2020-06-24	"My older brother was one of the Green School (now Caspar Creek Learning Community)'s first students. My brothers and I grew up on Custom Curricula, the curriculum that the Green School was originally based on. This curriculum allowed me to keep up with a higher level of algebra when I went to school in Spain in eighth grade, and in college chemistry class. I am grateful. Now my children attend CCLC. And I AM GRATEFUL! It is one of the most supportive communities that I have ever had the pleasure of being part of. I have watched my children truly blossom there. The teachers and staff are amazing, and they still use the amazing curriculum which I directly associate with many successes in my own life, and that of my siblings. Furthermore, my siblings and I are Mendocino Unified alumni. There has always been a close relationship and direct connection between CCLC and MUSD. It makes sense to make it official. I implore that the MUSD Board please recognize their long-time connection with CCLC (formerly the Green Sc"
Zachary Comegys	Fort Bragg, CA	2020-06-24	"I support Caspar Creek!"
Dana Levy-Wendt	Caspar, CA	2020-06-24	"Please vote to preserve this important community resource."
Jenn Shattuck	Fort Bragg, CA	2020-06-24	"My family members and many friends and neighbors have had the opportunity to experience this most amazing and invaluable school first hand. Many more generations of children should be afforded this amazing opportunity that not only enriches so many, but gives many something more fitting to their learning experience opposed to the traditional settings on larges campus schools offer. It would be a great loss to so many future generations of our community to lose this amazing asset."
Christy Wagner	Fort Bragg, CA	2020-06-24	"I'm signing because my 8 yr old grandson, Caspar Haye, loves Caspar Creek, has attended enthusiastically since kindergarten, and has received excellent instruction. Before it became a charter school Caspar Creek was known as the Green School, founded by gifted teachers Joanna and Jon Green. My daughter, Jessica Morsell-Haye, attended and blossomed there. In 1999 when the new charter school became affiliated with Mendocino Unified, I was the Independent Study Teacher liaison and observed in classrooms

Name	Location	Date	Comment
			regularly. I love this innovative child-development-centered learning program and the education it provides its students! I hope to see it rejoin forces with Mendocino Unified--a district that has always valued excellence."
Ray Alarcon	Mendocino, CA	2020-06-24	"My son attended kindergarten the last year of the Green School. When we heard it was going to shut down a group of parents quickly formed up to find a way to keep the school going. We found the quickest way was to be a satellite charter campus. My son needed this type of environment to get a quality education. This school is an awesome alternative for those that need such. Please support!"
Daphne Mejia	Mendocino, CA	2020-06-24	"Caspar Creek was there for my son after we had a break in at our home and he was unable to attend The K8 because of PTSD. It was a very nurturing environment where he grew and flourished. This school is a treasure. I attribute both of my children's well being, creative and gentle nature to being able to attend this school. Please allow this school to serve our community. We just wouldn't be the Mendocino Coast without it."
Taylor Kobayashi	Concord, CA	2020-06-24	"I want to support this school, students and fabulous teachers."
Kamille Magnone	Fort Bragg, CA	2020-06-24	"I know many children who have benefited from this program and it would be a shame to lose it."
Veronica Stevenson	Mendocino, CA	2020-06-24	"Our family has been a part of this school for 4 years now. We need this option for education. Coming from a private Waldorf school, this is the only option remotely close to that nurturing environment and style of individualized education. We # our little school. Please share and keep the signatures coming."
Karen Rakofsky	Albion, CA	2020-06-24	"It's important to have local alternatives to the Mendocino K-8 school. Although the K-8 school works for many kids, some just need and thrive in a different environment. Please authorize their charter."
April Tannahill	Chicago, IL	2020-06-24	"This school is essential for our future.. For the physical, and mental health of our children and their families."
tabetha connell	Fort Bragg, CA	2020-06-24	"Anything to help out this cute little school!!!"
Zev Schlosser	San Francisco, US	2020-06-24	"I went to school here!"
Jerald Oglesby	Albion, US	2020-06-24	"Caspar Creek is a vital educational alternative for children and parents on the Mendocino Coast. With smaller class sizes, children receive much more individual attention. With a focus on children becoming good stewards of the earth and worthwhile contributors to their community, the students tend to act as one community, rather than forming smaller groups competing for social status. It would be a huge loss for young parents in the community if this option became unavailable for their children."
Gina Schwartz	Aledo, TX	2020-06-24	"For my nieces, Harper and Grace.##"

Name	Location	Date	Comment
Joani Hammarbäck	Mendocino, CA	2020-06-24	"I agree & think this school is too precious a commodity for our community & should be included with MUSD!! Thank you! Joan H."
heather westcott	san francisco, CA	2020-06-24	"My nephew Alex Davidson was not allowed to go to Dana Gray school because he was ADHD. His first school was Caspar Creek. Their teachers helped him to focus and allowed him to run outside when he got too wound up. He recognized schedules and saw his other classmates obeying the rules and he chose to refocus and change. He is now able to attend regular middle school with no problems. Without this school I believe he would still be where he was. This is the best school ever!"
Baile Oakes	Ukiah, US	2020-06-24	"It is very important for our community to provide other modes of learning to our children and thier families.....one mode of education fails to serve all needs"
Roxanne Rohe	Fort Bragg, CA	2020-06-24	"This is a great school and very much needed in our small community."
Anne Harvey	Fort Bragg, CA	2020-06-24	"I fully support the Caspar Creek Learning Center. Mendocino Coast families and children need alternatives."
Johanna Rector	Corning, CA	2020-06-24	"This is a great school!"
Tyler Fosse	Fort Bragg, CA	2020-06-24	"I am in full support of our local schools, and for public charter school options in this area."
Suzan Garcia-Wells	Fort Bragg, CA	2020-06-24	"My three children attended the Green School. I support alternative education, and the focus on individual learning that a small school can provide. Public education does not serve all children."
Tamara Volker	San Francisco, CA	2020-06-24	"My friend's daughter attends this school and she loves it. It has been played such an important role in her transition to a new community. Please continue this school's charter!"
Elaina Cherry	San Francisco, CA	2020-06-25	"Outdoor, holistic education serves students whose needs aren't met in traditional classrooms"
Dolores Boutin	Tuolumne, CA	2020-06-25	"Children need to learn about and be involved in their surroundings. They need more opportunities like this."
Teresa Kadan	Albion, CA	2020-06-25	"The Caspar Creek Learning Community is a valuable asset to our community, and should remain open, and continue serving the students who attend the school."
holiday phelan johnson	Oakland, CA	2020-06-25	"i love the children and families of Mendocino"
Samantha Abbott	Ilwaco, WA	2020-06-25	"My children attended Caspar Creek for 6 years and benefited enormously from the wonderful environment. I believe that it is important to have this type of learning community available as an alternative to the more conventional educational options on the coast. Its closure would be a huge loss."

Name	Location	Date	Comment
Leanne Cauckwell	Fort bragg, CA	2020-06-25	"I am a teacher here in Fort Bragg Ca. I work with children at Polliwog and some of our children go to Caspar Creek, I'm very saddened to hear we might not have a school for our children to go back too"
Annette Jarvie	Mendocino, CA	2020-06-25	"It would be sad to see this excellent alternative program close down. My two sons benefited enormously from attending this school that encouraged their specific styles and interests in learning. Brunel ran a booth "Ask a scientist about spiders" while in 3rd grade; today he is a PhD student in Physics. Piper was able to spend enough time drawing while teachers were reading or teaching to keep him focused and sitting still; today he works in Visual Effects for film in Hollywood. I hope this special school gets the green light from MUSD!"
tabatha carter	Sanford, FL	2020-06-25	"My niece attends this school and deserves her education in this surrounding!!"
Sephania Wagner	Santa Clara, CA	2020-06-25	"My favorite little human attends this school and it's been so good for her."
Diane Crocker	Sanford, FL	2020-06-25	"My granddaughter gos there"
Charity Baird-Yearry	Richmondville, NY	2020-06-26	"My cousins son need a place to get an education."
Elias Steinbuck	Mendocino, CA	2020-06-26	"Great small school setting for families that want an alternative learning environment."
Jill Surdzial	San Jose, CA	2020-06-26	"Providing options for learning allows everyone to find their best fit. Please allow the school to continue on its mission."
Kala Radl	Westport, CA	2020-06-26	"My son attends this school. He needs this breadth of space to succeed. It is a wonderful place and an asset to our community."
Robin Christiansen	Brentwood, CA	2020-06-27	"Providing alternative learning opportunities are incredibly important for students, families, and communities. One style does not fit all and having a charter school allows for flexibility for students and families."
Shannon Valka	Mill Valley, CA	2020-06-27	"It is a wonderful school!"
kathryn Rossum	Fort Bragg, CA	2020-06-27	"This school is an important part of my family's community. I am grateful that this school has been an option for education on the coast since I was a kid."
Leslie Kashiwada	Fort Bragg, CA	2020-06-28	"My daughter went to to Caspar Creek Learning Community (K-5). It was the best possible learning environment for her - a bright and wiggly kid. She was so fortunate to have this alternative to the traditional classroom setting. Her teachers fostered a love of learning while engaging and embracing her whole being. Please accept this charter school into your system to keep it open and thriving."