

Material Revision Accompanying the Renewal of



LODESTAR

A Lighthouse Community Public School

Submitted to Oakland Unified School District
September 28, 2020

Charter Renewal Term:
July 1, 2021 - June 30, 2023

LODESTAR K - 12 CHARTER RENEWAL TABLE OF CONTENTS		Page
Cover Letter		3
Assurances, Affirmations, and Declarations		6
Charter Elements		
01. Educational Program		13
02. Measurable Pupil Outcomes		74
03. Assessment Methods		84
04. Governance		95
05. Employee Qualifications		105
06. Health and Safety		112
07. Means to Achieve Racial and Ethnic Balance of Students		118
08. Admissions Policies and Procedures		119
09. Financial Audit		125
10. Suspension and Expulsion Procedures		126
11. Retirement Systems		149
12. Attendance Alternatives		150
13. Employee Rights of Return		151
14. Dispute Resolution Procedures		152
15. School Closure Procedures		156
16. Miscellaneous Elements		163
Appendices		169



September 28, 2020

Dear Board of Directors of the Oakland Unified School District, Superintendent Johnson-Trammell, and OUSD Office of Charter School Staff:

On behalf of the remarkable children and families of Lodestar A Lighthouse Community Public School, and as the designee authorized by the LCPS Board of Directors, I submit to you all of the required materials that will commence a **material revision process that is accompanying** the charter renewal application for a new charter term commencing July 1, 2021.

The revision is as follows:

Changes to lottery preferences or admission procedures - We will revise our enrollment priorities in order to accommodate recruiting and accepting an unsheltered student population to meet the demands of one of Oakland’s most vulnerable student populations. Our change will be a revision and a reordering of our priorities. The table below shows the change.

Priority Number	Most Recent Revision (approved by OUSD Board of Directors in January 2020)	Proposed Revision
1	Siblings of enrolled and admitted students to keep families together	No Change
2	Children of Lodestar staff and LCPS Board Members (not to exceed 5%)	Children of Lodestar staff and LCPS Board Members (not to exceed 5 2.5% of total enrollment)
3	Students who are currently enrolled in or who reside within the elementary school attendance area of the district’s public elementary school(s) in which Lodestar is located	Students who are homeless/unsheltered during the time of enrollment or who become unsheltered while on the waiting list. (For the purposes of the charter, unsheltered will be defined by MCKINNEY-VENTO DEFINITION OF HOMELESS 42 U.S.C. § 11434a(2) The term “homeless children and youth”— A. means individuals who lack a fixed, regular, and adequate nighttime residence...; and B. includes — i. children and youths who are sharing the housing of other persons due to loss of housing,

		<p>economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals; ii. children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings...; iii. children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and iv. migratory children...who qualify as homeless for the purposes of this subtitle because the children are living in circumstances described in clauses (i) through (iii).</p>
4	Students living in the 94621 or 94603 zip code	Students who are currently enrolled in or who reside within the elementary school attendance area of the district's public elementary school(s) in which Lodestar is located
5	Students zoned to attend underperforming schools within OUSD ⁴ in which 70% or more of students qualify for free and reduced lunch: to provide an equitable, high-quality public school option to Oakland students and families	Students living in the 94621 or 94603 zip code
6	Other prospective students residing within OUSD boundaries: as required by Education Code Section 47605(d)(2)(B) and to serve as a public school option for students and families of Oakland 6. All other applicants	Students zoned to attend underperforming schools within OUSD ⁴ in which 70% or more of students qualify for free and reduced lunch: to provide an equitable, high-quality public school option to Oakland students and families
7	All other applicants.	Other prospective students residing within OUSD boundaries: as required by Education Code Section 47605(d)(2)(B) and to serve as a public school option for students and families of Oakland
8		All other applicants.

As required by OUSD, the full package, including this cover letter, is composed of:

- Signed Statement of Assurances and all District Required Language
- Final Copy of Material Revision
- Red-lined copy of the renewal petition, highlighting the revision.

The contents of this package was approved by the Lighthouse Community Board of Directors on September 23, 2020. I, Rich Harrison, as lead petitioner for Lodestar: A Lighthouse Community Public Charter School deem this renewal petition to be complete.

Sincerely,

A handwritten signature in black ink, appearing to be 'RH', written in a cursive style.

Rich Harrison
Chief Executive Officer
Lighthouse Community Public Schools

Affirmations, Declarations, and Assurances

Affirmation of Conditions Described in Education Code Section 47605(e)

Lodestar: A Lighthouse Community Public School (also referred to herein as “Charter School”):

1. Shall be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code (“Ed. Code”) § 47605(e)(1))
2. Shall not charge tuition (including fees or other mandatory payments for attendance at Charter School or for participation in programs that are required for students except as authorized by those Education Code provisions that explicitly apply to charter schools). (Ed. Code § 47605(e)(1))
3. Shall shall not discriminate on the basis of the characteristics included in Education Code section 220, including but not limited to disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, immigration status. (Ed. Code § 47605(e)(1))
4. Except for legally permissible admission preferences [as provided in Education Code section 47605(e)(2)], admission to Charter School shall not be determined according to the place of residence of the pupil, or of the pupil’s parent or legal guardian, within this state, except that an existing public school converting partially or entirely to a charter school shall adopt and maintain a policy giving admission preference to pupils who reside within the former attendance area of that public school. (Ed. Code § 47605(e)(1))
5. Shall admit all pupils who wish to attend Charter School. However, if the number of pupils who wish to attend Charter School exceeds its capacity, attendance, except for existing pupils of the charter school, shall be determined by a public random drawing. Preference shall be extended to pupils currently attending the charter school and pupils who reside in the Oakland Unified School District (“OUSD” or “District”) except as provided for in Education Code section 47614.5. Priority order for any preference shall be determined in the charter petition in accordance with all of the following: (Ed. Code § 47605(e)(2)(A)-(B))
 - a. Each type of preference shall be approved by OUSD at a public hearing. (Ed. Code § 47605(e)(2)(B)(i))
 - b. Preferences shall be consistent with federal law, the California Constitution, and Education Code section 200. (Ed. Code § 47605(e)(2)(B)(ii))
 - c. Preferences shall not result in limiting enrollment access for 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. (Ed. Code § 47605(e)(2)(B)(iii))
 - d. Preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment. (Ed. Code § 47605(e)(2)(B)(iv))

6. If a pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, 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. (Ed. Code § 47605(e)(3))
7. 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). (Ed. Code § 47605(e)(4)(A))
8. Shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to Charter School before enrollment. (Ed. Code § 47605(e)(4)(B))
9. 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, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code section 47605(e)(2)(B)(iii). (Ed. Code § 47605(e)(4)(C))
10. Shall post the California Department of Education's Charter School Complaint Notice on Charter School's website and Charter School shall provide a parent or guardian, or a pupil if the pupil is 18 years old, a copy of this notice at all of the following times: When a parent, guardian, or pupil inquires about enrollment; before conducting an enrollment lottery; and before disenrollment of a pupil. (Ed. Code § 47605(e)(4)(D))

Declaration Required by Education Code Sections 47611.5(b) and 47605(c)(6)

Charter School is and shall be deemed the exclusive public employer of the employees of Charter School for purposes of Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code, and shall meet the requirements of Government Code sections 3540-3549.3 related to collective bargaining in public education employment (Ed. Code § 47611.5)

Other Assurances

Charter School:

1. Shall meet all statewide standards and conduct the pupil assessments required pursuant to Education Code sections 60605 and 60851 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in noncharter public schools. (Ed. Code § 47605(d)(1))
2. Shall operate in compliance with generally accepted government accounting principles. (Ed. Code § 47605(c)(5)(I))
3. Shall at all times maintain all necessary and appropriate insurance coverage.

4. Shall be subject to conflict of interest and other laws pertaining to public officials, including Government Code section 1090 et seq. and the Political Reform Act (Ed. Code § 47604.1(b)(3) and (4))
5. Shall require its teachers to hold a certificate, permit, or other document issued by the Commission on Teacher Credentialing (CTC) equivalent to that which a teacher in other public schools would be required to hold. (Ed. Code § 47605(l))
6. Shall not hire any person who has been convicted of a violent or serious felony except as otherwise provided by law, and, if the school contracts with an entity for specified services, verify that any employee of that entity who will have contact with students has had a criminal background check (Ed. Code §§ 44830.1, 45122.1, and 45125.1)
7. Shall not discriminate against any employee or candidate for employment on the basis of the fact or perception of a person's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status or any other protected classification, in accordance with applicable law, and shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. (Government Code § 12940; Title 5 CCR §11967.5.1(f)(5))
8. Shall adhere to all applicable provisions of federal law relating to students with disabilities, including the Individuals with Disabilities Education Act; Section 504 of the Rehabilitation Act of 1974; and Title II of the Americans with Disabilities Act of 1990, and serve students with disabilities in the same manner as such students are served in other public schools. (Ed. Code §§ 47646, 56145)
9. Shall adhere to all applicable provisions of federal law relating to students who are English language learners, including Title VI of the Civil Rights Act of 1964; the Equal Educational Opportunities Act of 1974; MGL c. 76, section 5; and MGL c. 89, 71 sections (f) and (l).
10. Shall follow the provisions of the McKinney–Vento Homeless Assistance Act of 1987 (42 U.S.C. ch. 119 § 11431 et seq.) and Education Code sections 48850-48859 to ensure that homeless students and foster youth have access to the same free, appropriate public education, including public preschools, as provided to other children and youths.
11. Shall provide reasonable accommodations on campus to a lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. (Ed. Code § 222)
12. Shall provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications. (Ed. Code §§ 48907 and 48950)
13. Shall comply with all other applicable federal, state and local laws and regulations that pertain to the applicant or operation of the charter school, including, but not limited to, the following:

- a. The California Code of Regulations
- b. The Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99)
- c. Title IX of the Education Amendments of 1972 (20 U.S.C. Sec. 1681 et seq.)
- d. Displaying all required postings at school site and online
- e. Following the minimum and maximum age requirements for enrollment
- f. Providing the minimum number of instructional minutes

The Lighthouse Community Board of Directors affirms its commitment to the affirmations, declarations, and assurances above for Lodestar: A Lighthouse Community Public Charter School on September 23, 2020.



Rich Harrison, Chief Executive Officer



LODESTAR

A Lighthouse Community Public School

Required Charter Elements

Submitted by Lighthouse Community Public Schools
To the Oakland Unified School District
September 28, 2020

01. EDUCATIONAL PROGRAM

District Required Language

“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 21st 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.” – Ed. Code § 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, 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.” – Ed. Code § 47605(c)(5)(A)(ii)

“If the proposed charter school will serve high school pupils, the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the “A to G” admissions criteria may be considered to meet college entrance requirements.” – Ed. Code § 47605(c)(5)(A)(iii)

Local Control Accountability Plan (LCAP)

Lodestar shall annually submit a Local Control and Accountability Plan (LCAP)/annual update to the Office of Charter Schools on or before July 1, in accordance with Education Code section 47604.33. In accordance with Education Code section 47606.5, Lodestar shall annually update its goals and annual actions to achieve those goals identified in the charter pursuant to Education Code section 47605(c)(5)(A)(ii), using the Local Control and Accountability Plan template adopted by the State Board of Education, as it may be changed from time to time, including but not limited to the following:

- A review of the progress towards the goals included in the charter, an assessment of the effectiveness of specific actions toward achieving those goals, and a description of the changes to the specific actions the charter school will make as a result of the review and assessment.
- Listing and description of the expenditures for the fiscal year in implementing the specific actions included in the charter as a result of the reviews and assessments, classified using the California School Accounting Manual.
- To the extent practicable, data shall be reported in a manner consistent with how information is reported on the California School Dashboard.

Lodestar shall comply with all other requirements of Education Code section 47606.5, including but not limited to the requirement that Charter School ‘shall consult with teachers, principals, administrators, other school personnel, parents, and pupils in developing the local control and accountability plan and annual update...’ (Ed. Code § 47606.5(d))

Western Association of Schools and Colleges (WASC) Accreditation

Because Lodestar serves grades 9 - 12, Lodestar shall obtain Western Association of Schools and Colleges (WASC) accreditation before Charter School graduates its first class of students scheduled for June 2024.

Mathematics Placement Policy

Because Lodestar serves ninth grade, Lodestar shall comply with the requirements of Education Code section 51224.7 with respect to implementing a fair, objective and transparent mathematics placement policy for pupils entering the ninth grade.

Student Enrollment and Grade Levels Served

For the term of the Charter, Lodestar projects the following grade levels and enrollment:

Figure #A.1: Enrollment Projections

<i>Projection</i>	<i>Current SY</i>	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Year 4</i>	<i>Year 5</i>
SY	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
K	51	52	52	52	52	52
1	53	52	52	52	52	52
2	65	54	52	52	52	52
3	63	54	52	52	52	52
4	56	54	52	52	52	52
5	62	54	52	52	52	52
6	76	75	75	75	75	75
7	76	75	75	75	75	75

8	78	75	75	75	75	75
9	71	75	75	75	75	75
10		72	72	72	72	72
11			68	68	68	68
12				64	64	64
TOTAL	651	692	752	816	816	816

Maximum enrollment of school during the upcoming charter term: 816 students

Lodestar acknowledges that it is the position of the District that any deviation from the grade levels listed above shall be considered a material revision of the Charter under Education Code section 47607(a). Further, any increase in enrollment exceeding either 5% OR 20 students of the total enrollment, shall be considered a material revision of the Charter, and any decrease in enrollment exceeding 10% AND 20 students below the projected enrollment for a given year shall also be considered a material revision of the Charter.

Who We Are

Mission

At Lighthouse Community Public Schools, we believe that persistent educational inequality threatens our collective future. The mission of Lodestar is to prepare all students for the college and career of their choice. In order to achieve that mission, we support our youth in developing as lifelong changemakers, who realize their unique vision — rooted in their identity, knowledge, and skills — to create equity in their own lives and in the community.

Vision

At Lighthouse Community Public Schools, we know that the students and families we serve have the potential to create narratives that will lead them toward a bright future. Our work as a school is to create an environment that allows them to develop this potential, which will also positively impact their families and the larger Oakland community.

We believe that a high quality education for educationally underserved students is a vital remedy to poverty and societal dysfunction. When students have access to the tools and knowledge to succeed

in college, they will lead more economically stable lives, will have a strong sense of identity, and will be more engaged in the life of their community — leading to a more healthy, joyful, and educated society.

We are dedicated to carrying out our mission in the complex and vibrant city of Oakland, California, and we also believe that it is our imperative to share best practices beyond our walls and be a dynamic learning organization to best serve our community, city, and nation.

Core Values

The Lodestar core values undergird all of our work and are the basis of our norms and agreements as a community of learners, including students, staff, and families.

Lodestar Core Values



LOVE We extend ourselves so that all feel a sense of belonging and acceptance.

COMMUNITY We are best when we respect, value and celebrate our diversity and strengthen our connections.

INTEGRITY We act on our shared and personal values, especially in the face of adversity.

SOCIAL JUSTICE We act with courage and commitment to move toward a just and equitable world.

AGENCY We are empowered to pursue purposeful action as life-long changemakers.

Lodestar is an EL Education School

Lodestar is a member of the EL Education (formerly named Expeditionary Learning) network of schools. We believe when students and teachers are engaged in work that is challenging, adventurous, and meaningful, learning and achievement flourish. We are committed to creating

classrooms where teachers can fulfill their highest aspirations, and students achieve more than they think possible, becoming active contributors to building a better world.

When students enter adult life, they will be celebrated not for their performance on basic skills tests, but rather for the quality of their work and their character. That's why EL Education builds students' capacity for Three Dimensions of Student Achievement¹.

Figure A.2: EL Education Three Dimensions of Student Achievement



- Mastery of Knowledge and Skills.

Students will:

- Demonstrate proficiency and deeper understanding: show mastery in a body of knowledge and skills within each discipline
- Apply their learning: transfer knowledge and skills to novel, meaningful tasks
- Think critically: analyze, evaluate, and synthesize complex ideas and consider multiple perspectives
- Communicate clearly: write, speak, and present ideas effectively in a variety of media within and across disciplines

- Character

Students will:

- Work to become effective learners: develop the mindsets and skills for success in college, career, and life (e.g., initiative, responsibility, perseverance, collaboration)
- Work to become ethical people: treat others well and stand up for what is right (e.g., empathy, integrity, respect, compassion)

¹ The Three Dimensions of Student Achievement: <https://bit.ly/32Ary6C>

- Contribute to a better world: put their learning to use to improve communities (e.g., citizenship, service)
- High-Quality Student Work
Students will:
 - Create complex work: demonstrate higher-order thinking, multiple perspectives, and transfer of understanding
 - Demonstrate craftsmanship: create work that is accurate and beautiful in conception and execution
 - Create authentic work: demonstrate original thinking and voice, connect to real-world issues and formats, and when possible, create work that is meaningful to the community beyond the school

Target Student Population

At Lodestar, we believe our schools must represent the rich diversity of Oakland's East Region. We currently serve students from Kindergarten through 9th grade throughout Oakland. Lodestar is open to all students in the state of California (Education Code Section 47605(d)(2)(A)-(B) and Lodestar will continue growing into a K-12 over the next three years. We will actively recruit students from Oakland who have traditionally been underserved (students of color, English Learners, and socio-economically disadvantaged students). We also will have a particular focus on recruiting and retaining students in the 94603 & 94621 zip codes of East Oakland, African American students, and unsheltered students. The school intends to maintain an enrollment of approximately 816 students across these grades, as detailed below. See Enrollment Projections above.

For far too many low-income Latino and African American students, pursuing the college and career of their choice has been an unattainable dream. While Oakland Unified School District has made significant strides to meet the academic and developmental needs of its high-school-aged students, the college-going rate is far too low to prepare Oakland youth for 21st-century jobs. Furthermore, we believe that the preparation for college and career begins long before high school, which is why we are dedicated to operating as a K-12 school community along with its sister school Lighthouse.

We are committed to students being prepared to succeed in a four-year college, and also support our students to attain a technical certificate, military training, or a two-year or four-year degree after graduation, depending on their hopes and aspirations. Every student enrolled will receive a college-preparatory experience in 9th through 12th grade, with the goal of having 100% to complete A-G requirements upon graduation so that they are empowered with the opportunity to enroll in the college or career program of their choice. Lodestar aims to build on the success of its sister school, Lighthouse Community Charter High School. Since 2009 when Lighthouse graduated its first class, over 90% of students have graduated having completed their A-G Requirements.

Attendance Requirements

School Year

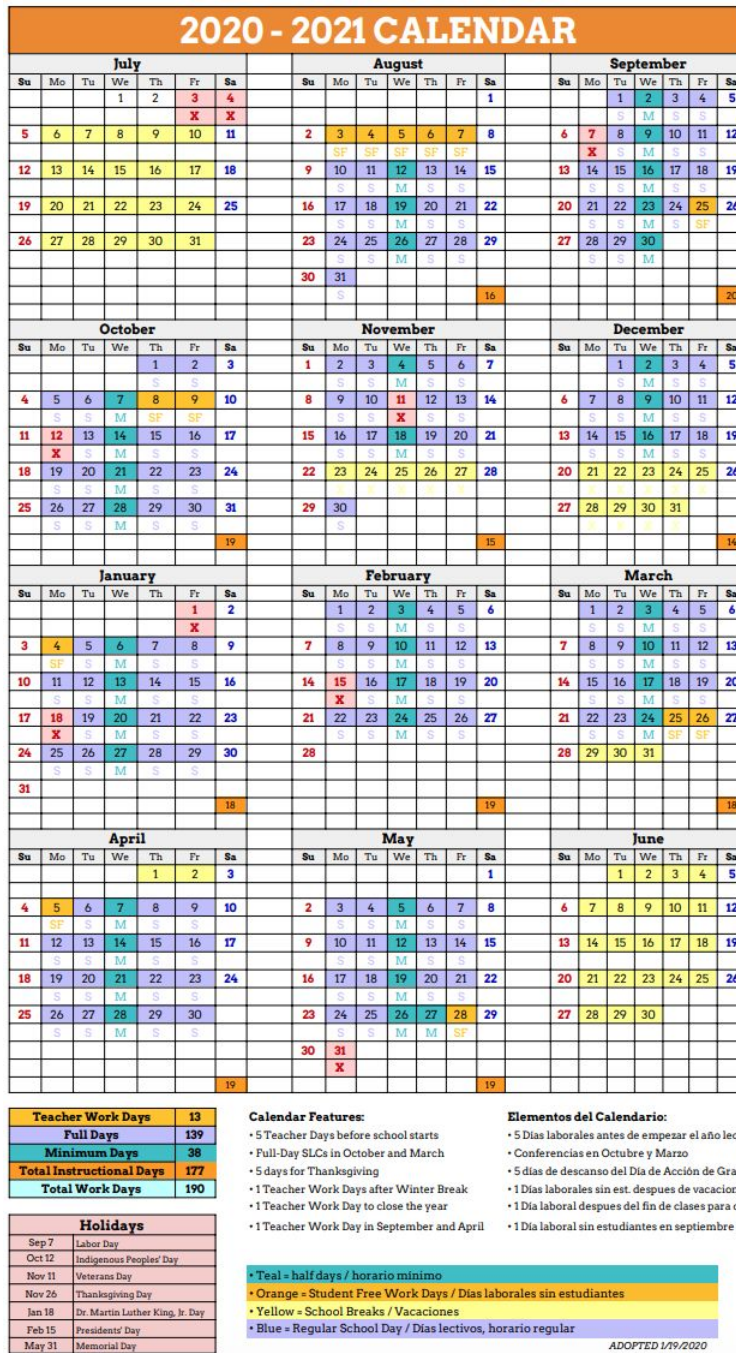
Lodestar's proposed academic calendar is in compliance with the minimum number of annual instructional minutes outlined in Education Code 47612.5. This requires, at a minimum, the following number of minutes of instruction:

1. For students in Kindergarten: 36,000 instructional minutes.
2. For students in 1st, 2nd, and 3rd Grade: 50,400 minutes.
3. For students in 4th to 8th Grade: 54,000 minutes.
4. For students in 9th and 12th Grade: 64,800 minutes.

The school year includes 177 instructional days, 2 more than the required 175 days for charter schools.² Teachers of LCCPS and Lodestar have an additional 13 days of professional development and conferences with families built into the school year on an annual basis, for a total of 190 contracted days. There are an additional five days of stipended professional development for teachers new to the school on an annual basis. **Figure A.3** provides the proposed school calendar, which Lodestar intends to adhere to as state and federal funding allows. LCCPS and Lodestar retain the right to modify this proposed calendar to coordinate with the calendar of OUSD and the calendars of our professional development partners and such modification shall not be considered a material revision of the charter.

² *California Code of Regulations*, Title 5, Section 11960.

Figure A.3 2020-21 School Calendar



School Day

The instructional day at Lodestar is built to prepare students for college and the career of their choice, exceeding instructional minute requirements. In Kindergarten through 8th Grade, the school day for students is 8:30 a.m. to 3:30 p.m. on Monday, Tuesday, Thursday and Friday (360 instructional minutes per day) and 8:30 a.m. to 1:30 p.m. on Wednesday (240 instructional minutes) when students are released early to provide time for staff professional development. Students in these grades receive 59,040 minutes of annual instructional time (not including recess and lunch). In 9th through 12th Grade, the school day for students is 8:30 a.m. to 3:45 p.m. on Monday, Tuesday, Thursday and Friday (405 instructional minutes per day) and 8:30 a.m. to 1:30 p.m. on Wednesday (270 instructional minutes) when students are released early to provide time for staff professional development. Students in these grades receive 65,100 minutes of annual instructional time (not including lunch and passing times). These numbers substantially exceed the number of instructional minutes required by the state in Education Code Section 47612.5 for Kindergarten through 8th grade and exceed those for 9th through 12th grade as well.

Philosophy & Approach to Education

LCPS Graduate Profile

The LCPS Graduate Profile³ articulates the skills, knowledge, and dispositions that we strive to ensure all students build throughout their time at Lodestar. An education for the 21st Century must prepare students to become lifelong learners in a multi-faceted and multi-dimensional world – a world of complex problems and constantly evolving solutions, a world that calls for increased autonomy as well as heightened interdependency; put succinctly, a world of both contradictions and change. Success in such a world demands scholastic aptitude as well as the capacity to apply knowledge adroitly, self-sufficiency in addition to civic responsibility, and high standards of performance along with the skills needed to extract, infer, analyze, and evaluate information in various mediums. (See Appendix A.1 for LCPS Graduate Profile)

The LCPS Graduate Profile is grounded in Dr. David T. Conley's research of key college and career readiness skills. As the foundation of our academic program, attainment on our Graduate Profile will enable students to become self-motivated, competent, lifelong learners in the 21st Century. The Graduate Profile is organized around these five domains:

³ LCPS Graduate Profile: <https://bit.ly/32xA3zd>

- **Purposeful and Self Aware** - Critical to our students' success in college and a career of their choice is the idea that all students develop and take pride in their personal and community identities. In a society where our students' identities are persistently under attack, Lodestar strives to be a school community that honors and uplifts our students' myriad cultures so they can thrive both within and beyond their K-12 experience. Specifically, we provide an educational program that supports students to cultivate their personal interests, passions, and career objectives and to develop their leadership voice. Throughout our educational program, we work to support our young people to make responsible and ethical decisions.
- **Academically Proficient** - In order for our students to be successful in college and a career of their choice, they must demonstrate deep conceptual understanding as well as fluency in academic disciplines. They need to communicate ideas and produce high-quality work in a range of formats, use and integrate multiple perspectives and sources of information, and apply knowledge to understand unfamiliar questions and issues. Our educational program is grounded to support all young people in developing these skills. (See Academic Program)
- **Committed to Service and Justice** - Students graduate from Lodestar committed to service and justice. Through Lodestar's entire Academic Program, but especially within our Crew structure, students develop the skills to advocate for themselves and others skillfully and courageously. (Crew is EL Education's advisory program.) Lodestar provides opportunities to learn from meaningful service as a way to embody optimism and make change. Our approach is grounded in anti-racist principles and supports learners in developing their own voice as changemakers.
- **Relationship Builders** - Students cultivate relationships based on kindness, compassion, and empathy. Lodestar prioritizes collaboration across difference; communication and relationships are essential for students' success within and beyond the classroom. Students are supported in developing and maintaining physical and emotional health and well-being and develop the skills required to navigate systems and persist when faced with challenges. These relational and collaborative skills prepare students for success in the 21st Century
- **Lifelong Learners** - At Lodestar, students develop their skills and confidence in taking productive risks, innovating, and having a sense of adventure. Throughout their education, students grapple with complexity and develop stamina and confidence in doing so. Students engage in deep problem solving and are encouraged to develop their initiative and critical thinking to address complex scenarios. They seek feedback to learn from failure and success and set achievable goals that advance personal and academic development.

How Learning Best Occurs: LCPS Instructional Stances

At LCPS, we believe that high-quality instruction is essential to prepare students for college and a career of their choice. Our instructional stances draw upon *EL Education's Core Practices*⁴ and

⁴ EL Education's Core Practices: <https://bit.ly/32A4hSd>

*Expanded Definition of Student Achievement*⁵, Zaretta Hammond’s *Ready for Rigor Framework*⁶, and Dr. David T. Conley’s research into how to best support all learners in being prepared for the 21st Century.⁷ Our Instructional Stances⁸ encompass our vision for high-quality teaching and learning.

At LCPS, learning is:

- **Purposeful**

- Learning is driven by essential questions that allow students to create lifeworthy understandings; learning inspires insight, opportunity, integrity, and action.
- Learning builds toward authentic products. Products are modeled on real-world formats, are shared with a real-world audience, and aim to impact our communities.
- Learning is measured using an expanded definition of achievement including knowledge and skills, character, and high-quality work.
- Learning is deep, rather than broad. While we don't aim to cover all content, we also don't choose to focus on one topic at the expense of all others.
- Learning is standards-based. We build from the Common Core State Standards (“CCSS”) in English Language Arts (“ELA”) and Mathematics, the Next Generation Science Standards (“NGSS”), the English Language Development (“ELD”) Standards, the History-Social Science Framework, and the remaining state standards (collectively “State Standards”) and create curricular coherence within and across classes. We structure learning to ensure that all learners meet high standards.

- **Relationship-Based**

- Learning is joyful. We create intellectually and socially safe classroom environments, so students are able to take risks.
- Learning is rooted in our community and our students’ identities. We teach people. Our teaching builds, and builds on, our students’ identities.
- Learning supports students to create healthy relationships and develop collaborative skills.
- Learning happens in community. We build classroom cultures of collaborative and independent learning. We build learning partnerships.

- **Learner-Driven**

- Learning is inquiry-based. Learning is driven by complex problems. Teachers and students use questions to guide and facilitate understanding.

⁵ Expanded Definition of Student Achievement: <http://bit.ly/2G0Ky2s>

⁶ Ready for Rigor Framework: <https://bit.ly/3iA6rHd>

⁷ The Four Keys to College and Career Readiness: <https://bit.ly/32A55qw>

⁸ LCPS Instructional Stances: <https://bit.ly/35FNEqj>

- Learners construct their own understanding. We provide structure so that learners are engaged in the hard, messy work of learning. Learners do the heavy lifting.
- Learning opens doors for people to make choices and explore their passions.
- Learning is driven by student-engaged assessment. Learners set goals, monitor progress, communicate, and reflect; teachers provide wise feedback that supports this process.
- Learning is personalized (which, for us, does not mean computerized). We use data to design and dynamically adjust learning experiences based on learner needs, strengths, approaches, and curiosities. Learners work towards mastery in different ways.

Principles in School Design

Our students are living in a world that is experiencing constant technological, cultural, linguistic, climatic, economic, and social transitions. As we approach the first quarter mark of this century, we know our students must have a deep knowledge of themselves, understanding of their cultural heritage, and an awareness of their intersectional identities in order to be changemakers in Oakland and beyond. In order to leverage the aspects that make our students individually and collectively unique, our students must experience interdisciplinary learning opportunities and be prepared to negotiate questions of justice and morality while grappling with the most urgent and complex problems facing our community.

In order to achieve our mission, Lodestar has committed to five design principles:

- 1) High Expectations for All Students
- 2) Rigorous Curriculum & Deep Learning
- 3) Serving the Whole Child
- 4) Families as Partners
- 5) Professional Community of Learners

Learning occurs best when it is designed in service of diverse learners. Our school program aligns with the principles outlined below, incorporating proven methods of instructional design to fulfill our mission. Our program serves all students – including youth with exceptional needs, English Learners, homeless and foster youth, and students who require extra support to achieve pupil outcomes. The underlying philosophy and core practices within each principle are detailed below.

Design Principle 1: High Expectations for All Students

At Lodestar, all students must develop the knowledge and skills articulated in the LCPS Graduate Profile. We aim to support all students in meeting these high expectations so that we can achieve our mission that all students enter the college and career of their choice.

At Lodestar, High Expectations means:

- **Three Dimensions of Achievement:** We start with the belief that every child deserves to reach their fullest potential. To do so, every child must be held to clearly articulated, high expectations for achievement. And be supported to do so. Our Expanded Definition of Achievement, as defined by EL Education, has three components: (1) mastery of knowledge and skills, (2) student character, and (3) high-quality student work.
- **A college-going culture.** We work hard to facilitate events and activities that help students see college as a legitimate, viable, and exciting option. Whether taking students on college visits so

that they see people who look like them in college, holding financial aid workshops for families, or hosting annual College Declaration Days, it is important that we help students see college as a place for them to ultimately pursue the career of their choice.

- **College-eligibility for all.** At Lodestar High School, our program is designed to ensure all students complete A-G requirements within their four years at Lodestar High School. As a result, all students are eligible to apply to a CSU or UC by the time they graduate. Additionally, our aim is for there to be flexibility in our schedule for juniors and seniors to participate in dual enrollment with community college classes.
- **College and career prep as core subjects.** At Lodestar High School, we take college and career counseling out of an office and integrate it into the school day via our College and Career Prep course and Senior Seminar course. By ensuring all students engage in these classes, post-secondary education is accessible to all students, especially for those considering a technical certificate or military training or those who will be the first in their families to attend college. Both of these classes include assessments so that students can see the value in and get feedback on what they are learning as well as access information to support their decision-making.
- **All students are part of a pathway.** Lodestar High School will conduct a research and information gathering process to determine its Career Technical Education (CTE) pathway⁹. The process will include input from the community, families, and most importantly, Lodestar students. With the goal of developing a vision for a fully realized pathway beginning in the 2021-2022 or 2022-2023 school year. Once decided, every student will receive the benefit of being part of the pathway. Students in the K-8 program participate in the Maker Program via Making Art & Design. In doing so, all students are active participants in building and shaping their worlds by looking closely at the world around them, exploring the complexity of how objects or systems are designed, and designing opportunities to enact change in their environments to create a more just and equitable world.
- **Junior Year Internships.** At Lodestar High School, all juniors participate in internships or work experiences that provide them with opportunities to integrate academic learning and real-world experience. These experiences provide students with work-based learning, so they have the opportunity to explore a career interest within the local community. Beyond the application of knowledge and technical skills, these internships promote career exploration and character development by placing students with mentors who model professionalism and civic responsibility.
- **Passage & Senior Passage.** Students take part in passage, a tradition that confirms students' readiness to move forward in all realms of achievement at selected grade levels. During 12th grade, all seniors will design, develop, and carry out a research project on a topic of interest to them. Research projects demand an ability to conduct and synthesize academic research and

⁹ California's Career Technical Education: <https://bit.ly/35HRO14>

the capacity to leverage resources and support in school and the wider communities. This paper is a critical element of the Senior Passage experience and is essential to a student's preparation for college-level rigor and an opportunity to celebrate the culmination of the educational experience.

Design Principle 2: Rigorous Curriculum & Deep Learning

Lodestar's curriculum is aligned with the California Common Core State Standards¹⁰¹¹ and prepares all students for college and career success by providing a college-bound curriculum with high expectations for all students. Creating authentic work products, high-quality work, including finished, professional-looking products, is an essential part of coursework that prepares all students for a technical certificate, military training, or a two-year or four-year degree after graduation. Lodestar provides a college-bound curriculum that includes content knowledge and skills such as literature and statistics, academic research and writing skills, art, technology literacy, theater, and movement.

We've adopted a top-rated curriculum based on the extensive research of Ed Reports¹²¹³¹⁴ and have prioritized the ongoing training of teachers and leaders to deepen the impact on student growth and achievement. For subject areas that have not adopted the curricula, they use, adapt, or design curricula that allow all students to grapple with demanding, standards-based content and meaningful tasks, and produce high-quality work.

A central feature of Lodestar's Curriculum is the linking of specific content to big ideas so that depth leads to breadth. We believe curricula should elevate student collaboration, voice, thinking, and reflection; reflect a commitment to developing character; and empower students to contribute to a more just and equitable world. By focusing on an area of study for an extended period of time, our curriculum promotes universal access, deep understanding of content, long-term retention of the material, and the development of higher order thinking skills.

Academic Content and Performance Standards

At Lodestar, we ensure that all students develop the type of literacy, numeracy, and critical thinking abilities needed to access, engage, and manage the complex information and opportunities of the 21st Century. Through curriculum aligned with the State Standards, students will achieve appropriate age or grade-level mastery that fulfills or exceeds the UC/CSU A-G requirements in:

¹⁰ California Common Core State Standards for ELA: <https://bit.ly/3hAKdUj>

¹¹ California Common Core State Standards for Math: <https://bit.ly/2Rtc3qT>

¹² Ed Redports Curriculum Review Process: <https://bit.ly/2ZlflkL>

¹³ EL Education ELA Curriculum: <https://bit.ly/3c2eEkZ>

¹⁴ Eureka Math / Great Minds: <https://bit.ly/2Ry2nLA>

- **English Language Arts** - Grounded in the Common Core State Standards for English Language Arts, students will explore narrative, descriptive, expository, and persuasive forms of writing. Through the study of classic and contemporary texts, students will become analytical and critical thinkers. Students will work to improve their writing skills with a focus on revision, editing, and clarity in preparation for college. In addition, students will develop their speaking and listening skills by engaging in Socratic Seminars that require students to make claims and support them with evidence and reasoning, ask probing questions, and seek to understand the perspectives of others.
- **Mathematics** - Grounded in the Common Core State Standards for Mathematics, students engage in problem-solving and mathematical discourse as a way of bringing math alive. Students have regular opportunities to improve their procedural fluency, deepen their conceptual understanding, and apply their knowledge to a variety of mathematical and scientific context. Students will make sense of problems and persevere in solving them, reason abstractly and quantitatively, construct viable arguments, critique the reasoning of others, create and use models, use tools strategically, attend to precision, and develop their understanding of the language of mathematics. Students will have regular opportunities to also work on their group collaboration skills. At Lodestar High School, students may engage in advanced mathematics courses upon completion of a three-year math sequence.
- **History and Ethnic Studies** - Students will explore history through social, political, and economic lenses. Engaging in research, debate, and analysis, students will deepen their commitment to service and justice. At the high school level, students will have an opportunity to take Ethnic Studies in 9th grade and culminating with an Advanced Ethnic Studies course in 12th grade, students will research and analyze national and world histories, cultures, and perspectives.
- **Science & Engineering** - Grounded in the Next Generation Science Standards, students experience scientific concepts grounded in labs and inquiry-based projects. In these courses, students will think critically using the Scientific Method. Students will be able to demonstrate an understanding of the core ideas, practices, and crosscutting concepts of science and engineering and demonstrate the process of scientific inquiry through questioning, experimentation, data collection, analysis, and problem-solving.
- **Visual and Performing Arts** - Students will demonstrate an understanding of how to interpret and use the visual and/or performing arts to communicate ideas and explore and honor stories. Students will also leverage cross disciplinary skills developed in ELA, History, and Humanities courses at Lodestar.
- **Academic Electives** - Students will demonstrate an understanding and capacity to apply the content and skills fundamental to each academic elective they take as an Lodestar student. Students will also use this time to gain the academic skills and support needed for success on A-G coursework.
- **World Languages** - At Lodestar High School, students will be able to communicate effectively in reading, writing, speaking, and listening in a world language other than English.

- **CTE Pathway** - Lodestar High School will determine a CTE pathway engaging stakeholders in the community enabling students to develop portfolios to showcase their work and collaborate with industry professionals and real-world clients.

Curricular Design

Key aspects of Lodestar’s curriculum include but are not limited to the following:

- **Inquiry-Rich** - Lodestar’s curriculum focuses upon being rich in inquiry including rigorous questions, involving experts, and participating in fieldwork and authentic contexts when appropriate. This is flexible enough to be applied across content areas while valuing curricular depth and is rooted in the EL Education design principle of having wonderful ideas¹⁵.
- **Real World** - Lodestar’s curriculum integrates fieldwork, presentations from experts and public showcases. These practices help students relate their learning to a real experience, extend their connections within their community, and evaluate their work against professional standards. When appropriate, career connections are made to content, helping inform students of their future choices.
- **Produce Authentic Products** - Creating meaningful work for real audiences motivates students to meet standards, actively contribute to their community, and produce high-quality work. At Lodestar, student products aim to meet an authentic need in the community and have an audience and purpose beyond families or the classroom teacher. Students regularly make presentations of their work and their learning to school and community stakeholders and authentic external audiences. Some products are particularly motivating because in themselves, they are acts of service or opportunities to make connections between content and career or college, helping inform students of their future choices as well.
- **Focused on Service** - Service learning is an integral element of Lodestar’s curricular design. All students at Lodestar are actively involved in their communities through fieldwork, internships, and service learning opportunities. Integrated into academic classes, Crew, and extracurricular activities, these experiences help students apply their learning to real-life situations while having a positive impact on their families, friends, and neighborhoods.
- **Student Engaged Assessment** – Lodestar develops curriculum that allows students to take the lead in speaking about their own learning. Leaders and teachers create structures and procedures that support students to create, maintain, and present portfolios demonstrating growth and achievement during student-led conferences, passage presentations, and celebrations of learning. They also implement standards-based grading systems that communicate academic outcomes relative to specific required standards. Teachers involve students in dialogue about assessment and communicating achievement. Students can

¹⁵ EL Education’s Design Principles: <https://bit.ly/33vtBrS>

articulate what they have learned and speak to their own strengths, struggles, goals, processes of learning in preparation for college and career success.

- **Include Elements of Adventure** - Learning experiences include elements of adventure (i.e. any physical, artistic, or intellectual experience that involves risk, challenge, and self-discovery). Every adventure has a strong element of entering the unknown and not being certain of the outcome. These experiences create opportunities for leadership and collaboration as groups of students and teachers face challenges together. Together, students and adults discover they can do more than they thought was possible, and find aspects of themselves that they didn't know were there.
- **Vetted by Experts** - Lodestar has adopted EL Education for ELA and Eureka/Great Minds, OpenUp, and CPM for math. All of these curricula have earned "green" ratings from EdReports.

Design Principle 3: Serving the Whole Child

We know our students come to school with rich social capital that we value and build upon throughout their journey to college. Our role as a school is to provide a wide array of activities and experiences in both academic and extracurricular settings that help students identify and realize their goals. We also know when students are socially, emotionally, and physically healthy they can be academically successful and prepared for college and the career of their choice as active members of their community. As a result, we have several structures and practices in place to serve the "whole child" and ensure every student is known well and receives the differentiated support that enables their success. We believe that this combination makes it possible for students to see college as their reality. These practices will be reviewed and will evolve based on student need and available resources, but may include the following proven practices:

- **Family as Partners** – Families are the experts regarding their children, and as such are essential partners in their education. Strong relationships between families and school allow us to learn from families how to best support their children, as well as helping families build their capacity to best support the academic, social, and emotional growth of their children. We support the full participation of all families by facilitating opportunities for families to build community with one another and our staff, learn, and be involved with their child's education. Teachers are in regular contact with families through notes, phone calls, and conversations. In addition, school structures such as Back-to-School Night, Student-Led Conferences and bi-annual Expositions of Student Work ("EXPO") ensure all families are involved in their children's education. Families are also encouraged to actively participate as community members through the Family Leadership Group, Coffee Tuesdays, and other family-led events.
- **Cultivating Character Development/HoWLs** – Building a strong school culture is critical as it allows students to feel physically and emotionally safe at school and that allows all students to reach our high expectations. Students' emotional and social growth is supported through the

teaching of the Habits of Work and Learning (HoWLs), which are based on our Core Values and Graduate Profile. In the EL Education model, all learning is character-based. Students are on a mission to do good work: work that is good in quality, good for the soul, and good for the world. These principles and skills are developed during specific parts of the school day (i.e. Community Meetings, Crew) as well as embedded into curriculum and the daily facilitation of the classroom and school community.

- **Small Cohort Size** – A smaller cohort size promotes strong interpersonal and instructional relationships between students and staff. By knowing students well as both learners and individuals, teachers strengthen the community fabric of the school. In addition, they are empowered to employ more personalized and strategically directed teaching strategies to better meet student needs. When teachers know student backgrounds, strengths, and challenges well and when students feel a “part of a community,” student achievement rises.
- **Crew** – At Lodestar, school culture is planned for, developed, and sustained through practices that bring the community together, promote shared understandings, and encourage all community members to become Crew, not passengers. Crew (commonly known as advisory) exists to ensure that each Lodestar student continues to have a strong relationship with at least one caring adult at the school. The crew leader is charged with coaching students in setting goals, developing effective strategies to achieve designated goals, and ensuring consistent communication with families. These goals are revisited at least three times each year at Student Led Conferences meetings (see below) which positions students to be leaders of their own learning. Taught in small groups, the Crew curriculum integrates students into Lodestar’s culture, specifically the Core Values, Restorative Justice practices, and our academic expectations. It becomes the forum for reinforcing rituals, celebrating achievements, providing a space to repair relationships, and building community. To achieve these small groupings, nearly all Lodestar staff assume the role of Crew Leader in addition to their core responsibilities.
- **Student Led Conferences** – Every student at Lodestar develops annual and quarterly goals that are collaboratively created with the student, his or her family members, advocates, teachers, and where appropriate, administrators. The process of developing the student’s goals is student-driven and includes parent voice. At Student Led Conferences a student’s academic, social, emotional, and personal strengths and challenges are shared and detailed strategies are developed to improve a student’s ability to succeed in school.
- **Sports Program** - Lodestar aims to join the Bay Area Charter Schools Athletic Conference (BACSAC) and may offer Cross Country, Basketball, Soccer, and Volleyball.
- **Mental Health & Wellness** – Lodestar supports our students wellness through providing on-site access to counselors who are available to support students emotional and psychological needs. Counselors may work with students who are most in need of extra support in the areas of social and emotional health. The counseling staff works across settings, based on the needs of the students – whole class, small groups, individual students, and families.

- **Family Support Services** – As needed to support our students and families, Lodestar may work in conjunction with outside agencies to provide a consistent home environment and mentoring services. The agencies include but are not limited to Alameda County Mental Health and the Seneca Family of Agencies.

Design Principle 4: Families as Partners

To establish Learning as Part of a Community, Lodestar must engage Families as Partners. Students and staff at Lodestar make families welcome, know them well, and engage them actively in the life of the school. Lodestar explicitly recognizes that families care about their children’s education, bring strengths, and add value to the community. Regular communication and multiple opportunities for participation encourage families to be strong partners in their children’s learning.

Deeply involving families in the education of their child, as well as in the life and community of the school, is a vital and integral part of what we do. The U.S. Department of Education¹⁶ research has found that what the family does to support the education of their child is more important to student success than family income or education. We believe thoughtful and inclusive family involvement can:

- **Increase Student Achievement** – Family involvement can lead to increased accountability and achievement. Teachers who have open lines of communication with parents have a partner in holding students accountable to Lodestar’s high academic and behavioral outcomes.
- **Build Relationships** – Our school leaders and teachers learn about and respect the cultures, backgrounds and values of their students’ families. Involving families and getting to know them builds trust. This relationship is essential when the “going gets tough.” Strong family relationships, built on trust and respect, ensure teachers and administrators will have the help when they need it.
- **Support the Mission and Vision of the School** – Parents provide input and feedback that is important to the school community. This input and feedback, along with family-led implementation, ultimately makes the school stronger. Parents who are involved at the school, satisfied with the education their child is receiving, and who have a strong understanding and commitment to what Lodestar does are advocates in the wider community and are more likely to give back to the school.

To support family involvement, Lodestar provides multiple methods and entry points to meet the diverse needs of our families. Lodestar has established the following events to ensure that all families are involved and supported in understanding the school life and academic progress of their child. While not required, these events are a part of the fabric of the school and the hope is that a family member or caring adult of students attend which they do:

¹⁶ Parent Power, U.S. Department of Education: <https://bit.ly/35HWyYy>

- **Student Led Conferences (SLCs)** – Three times per year (Fall, Winter, and Spring), parents and students are required to attend SLCs meetings to discuss their child’s progress academically, socially and emotionally. The student, family and teacher collaboratively develop individual student goals and review student progress towards graduation benchmarks. While are generally scheduled over the course of several days, Lodestar schedules SLCs flexibly to meet the needs of working families (e.g., by phone, by video call, on a home visit, at an alternate time, day, or location.)
- **Celebrations of Learning/EXPO** – At least twice per year, parents are invited to attend Celebrations of Learning, showcasing and reviewing high quality work of students and their reflections as learners for families and community members. Parents have multiple opportunities to attend Celebrations of Learning, so parents who are unable to attend a particular Celebration of Learning have other options.
- **Back to School Night** – Back to School Night provides teachers a chance to introduce families to their classroom specific policies and curriculum and to build community amongst parents. If parents are unable to attend, Lodestar makes an attempt to provide an alternative way to reach the parent/provide the information (e.g., by phone, by video call, on a home visit, at an alternate time, day, or location.)

In addition, there are several on-going optional opportunities that families and staff can engage in to deepen and further develop their collaboration. Dependent on community need and funding, these may include but are not limited to the following:

- **Home Visits** – Teachers are encouraged to schedule and conduct home visits of their students, to get to know families and establish trust. Administration provides translation support and stipends, resources allowing.
- **Coffee Tuesdays** – On Tuesday mornings, families are invited to join in a workshop focused on supporting their students or their family’s academic, social, and/or emotional development. Guest presenters are brought in to provide expertise in specific areas.
- **College and Career Prep Nights** – The Director of College and Career will host a series of evening events on topics such as College Application Processes and Financial Aid. Often, these events feature workshops and speakers on various topics pertinent to our families’ needs.
- **Family Leadership Group (FLG)** – The Family Leadership Group form the parent leadership body of the school. They receive training for how to organize and involve their fellow parents, provide input into key school decisions and issues including LCAP and school plans, and plan parent and community events that help foster parent to parent relationships.
- **Workdays** – Throughout the school year, parents come into the school to help clean, organize, and repair the physical plant of the building.

In addition, Lodestar has a Family Resource Center (FRC), a place for parents to build a strong social network and share needed resources. The FRC also functions as a place where parents frequently drive the agenda to create and implement programs that are requested and needed in the community, such as technology education, family literacy, parenting teenagers, and other pertinent topics.

Design Principle 5: Professional Community of Learners

For learning to best occur, all staff must be part of a Community of Learners. We work together on behalf of students to improve the school's program, share expertise, build knowledge in our disciplines, and model collaborative learning. Staff adult culture is characterized by relational trust and respectful collegiality. At Lodestar, we believe having a strong Professional Learning Community is essential to our success in achieving our mission. Deeply rooted in research and modeled after the Framework for Professional Development in EL Education Schools¹⁷, it is our belief that we must have a Professional Learning Community that is:

- **Focused on Student Learning** - Academic, social, and emotional learning is at the core of our mission. Professional inquiry brings educators together to discuss practice, analyze data, make action plans, and investigate new strategies.
- **Goal-oriented** - Individual educators, teacher teams, and the entire Lodestar Crew have a clear understanding the incremental steps needed to meet short and long-term goals
- **Data-driven** - The core of all work at Lodestar is the realization of student growth. Academic analysis is both an individual and collaborative process. Teams engage in regular analysis of relevant data including student work, curriculum-embedded assessments, and benchmarks inform instructional and institutional decisions.
- **Shared** - School staff are encouraged to share their expertise with their colleagues through formal and informal shared leadership roles. Supported by our leadership team, teacher leaders maintain focus on teaching and learning even as they manage other responsibilities.
- **Supported by a Collaborative Culture** – Adults work together in pursuit of our mission. The majority of Lodestar professional development is conducted in teacher-led teams, focused on analysis of student learning outcomes. We believe the core values and Habits of Work and Learning (HoWLs) that we uphold with our students are also the ones that we uphold in our Professional Learning Community.

At Lodestar, we use a data-driven process for determining the focus of our professional development and utilize a variety of EL Education's Core Practices to provide flexible and differentiated professional development for its staff. These may include but are not limited to the following:

Site Based Professional Development

¹⁷ Framework for Professional Development in EL Education Schools: <https://bit.ly/3iFQTBK>

- **Content Team Meetings** – Weekly planning time for content teams is built into the school day with a common prep period so that teachers can develop and refine curriculum and instruction. Content Leads are part of the Instructional Leadership Team and facilitate these learning spaces.
- **Culture Team Meetings** – Time for teachers to work together with a Culture Team Leader as facilitator to support the development of a strong staff and student culture. This is also a space to ensure that the academic, social, and emotional needs are considered across the school community. Culture Team Leads are part of the School Culture Leadership Team and facilitate these learning spaces.
- **Wednesday Professional Development** – A student early release day is utilized as a common professional development experience. The focus of this work aligns with our organizational goals and adjusts each year to meet the needs we are seeing in our school community. See a sample PD Calendar in Appendix A.3.
- **Instructional Coaching & Responding to Student Data** – Administrators work with teachers on a bi-weekly basis to support them in reflecting on their instructional practice and analyzing student learning outcomes from the previous two-week cycle. In addition, teachers may be provided with support for instructional practice including modeling, resource and research provision, observation of model classrooms, collaborative planning, observation of own practice, and debriefing.
- **Learning Walks** - Teams of school leaders and teachers regularly conduct learning walks or other forms of protocol-driven “walkthroughs” in order to discuss and define the qualities of effective instruction and to identify patterns of instructional strengths and areas for improvement across classrooms.

LCPS Wide Professional Development

- **Professional Development Institutes (“PDI”)** – PDI occurs when students are off campus and are times in which teachers collaborate to design and refine curriculum, create assessments, and explore topics of inquiry derived from student achievement data. Teachers also collaborate with families to support the individual learning goals of their students in Student Led Conferences.
- **Diversity, Equity and Inclusion** – The entire LCPS community comes together to deepen our shared understanding of how to best support Diversity Equity and Inclusion in our school community. These sessions build on the ongoing work that staff engages in during PDI weeks in affinity and across difference.
- **New Teacher Mentor** - Lodestar pairs a veteran teacher to mentor current or aspiring teachers through partnerships with Alder Graduate School of Education¹⁸, Reach Institute for School Leadership¹⁹, and Great from the Gate²⁰.

¹⁸ Alder Graduate School of Education: <https://bit.ly/32A2mgL>

¹⁹ Reach Institute for School Leadership: <https://bit.ly/32Ba89Y>

²⁰ Great from the Gate: <https://bit.ly/2ZK7f4Z>

- **Evaluating Teachers** - Teachers are evaluated with a tool that prioritizes our expanded definition of student achievement and growth. Our tool, to the greatest extent possible, includes specific criteria for teacher performance and observations; data analysis and feedback are aligned to this tool to support teacher growth and to provide assessment for learning. Teachers participate in their own evaluation process through structures such as self-assessment, goal setting, and the creation of a body of evidence that demonstrates their growth and achievement.
- **External Professional Development**
 - **Outside Professional Development** – Teachers have access to a variety of external professional development (“PD”) opportunities. As members of the EL Education Network, LCPS supports teachers in participating in professional development provided by EL Education connected to EL Core Practices.²¹
 - **Conferences and Off-Site Institutes** - As appropriate, outside professional development is contracted in alignment with areas of school goals/needs. Our partnership with EL Education is leveraged for outside PD; teachers participate in EL Education’s 3-day and 5-day institutes and attend EL Education’s National Conference individually or as part of a small team. Additional conferences and trainings are attended when aligned with goals and needs of the staff such as curriculum training or a content/strategy-specific experience.

ACADEMIC PROGRAM

The Lodestar Academic Program is designed to support all students in becoming college and career ready. As an inclusive school community, that serves all learner profiles, we ensure that all students have access to a rigorous core curriculum and necessary support to be successful. The following section details the key elements of our Academic Program, including:

- Lodestar Core Curriculum
- Graduation Requirement
- Lodestar School Culture Practices and Character Development.

Lodestar Core Curriculum

At Lodestar, all students have access to standards-aligned, culturally relevant, curriculum and expeditions that support deeper learning and inquiry. All teachers have resources and support to design and facilitate high-quality learning opportunities for students. Our core curriculum is a combination of adopted curricula, adapted curricula and teacher designed curricula that allows all students to grapple with demanding, State Standards-based content and meaningful tasks, and

²¹ EL Education Calendar of Events: <https://bit.ly/2ZIAQM3>

produce high-quality work. Curricula should elevate student collaboration, voice, thinking, and reflection; should reflect a commitment to developing in all areas of our Graduate Profile; and should empower students to develop as lifelong change makers.

In the chart below, we have detailed our core base curricula for all of our course offerings. In the case where we have an adopted curriculum, we recognize that classrooms are dynamic systems that require responsiveness and flexibility. Therefore, it is sometimes appropriate to adapt or enhance a curriculum while maintaining fidelity to the State Standards and the integrity of the curriculum’s aims and methods. Adaptation or enhancement can be a wise choice if it increases students’ understanding of content, elevates challenge, addresses needed literacy or numeracy skills, and builds student engagement.

	K-5	6-8	9-12
English	EL Education		Match Education
Math	Eureka Math/ Great Minds	OpenUp	CPM
Science	EL Module Integrations	PBIS EL Module Integrations	Patterns Physics
History	EL Module Integrations		Teacher Created, Facing History & Ourselves
Enrichment	Teacher Created		
Spanish	n/a		
CTE	n/a		

Over the course of the charter Lodestar may make changes in order to address changes to state requirements and/or student needs. These would not constitute a material revision to the charter.

PATHWAY PROGRAM

All high school students will participate in Career Technical Education (CTE) Pathway . Lodestar High School will conduct a research and information gathering process to determine its Career Technical Education (CTE) pathway²². The process will include input from the community, families, and most importantly, Lodestar students. With the goal of developing a vision for a fully realized pathway

²² California’s Career Technical Education: <https://bit.ly/35HRO14>

beginning in the 2021-2022 or 2022-2023 school year. Once decided, every student will receive the benefit of being part of the pathway. Students in the K-8 program participate in the Maker Program via Making Art & Design. In doing so, all students are active participants in building and shaping their worlds by looking closely at the world around them, exploring the complexity of how objects or systems are designed, and designing opportunities to enact change in their environments to create a more just and equitable world.

GRADUATION REQUIREMENTS

LCPS College Preparatory Diploma

The following outlines the course requirements for an LCPS College Preparatory Diploma. The overall course grade is calculated by an average of all Learning Targets' calculated scores on a 4-point scale. GPA is determined by averaging the scores across each course. Overall GPA is determined by the average of all course scores. Below is the letter grade translation for secondary grade reporting for the end of the semester:

GPA Requirements

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

Grade Point Average	Letter Grade	Percent Grade	Credit
4.0	A	93-100	Diploma Earned
3.7	A -	90-92	
3.3	B +	87-89	
3.0	B	83-86	
2.7	B -	80-82	
2.3	C +	77-79	
2.0	C	73-76	
1.7	-	-	No Diploma Earned
1.3	-	-	

1.0	-	-	
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LCPS A-G Graduation Requirements

(A) History/Social Sciences	30 Units Required
(B) English	40 Units Required
(C) Mathematics	30 Units Required 40 Recommended
(D) Lab Science	30 Units Required 40 Recommended
(E) Language Other Than English	20 Units or Equivalent Required
(F) Visual & Performing Art	10 Units Required
(G) College Preparatory Elective	10 Units Required
CTE Pathway Courses	10 Units Required
<i>A-G Required/Recommended Units²³</i>	<i>180 A-G Units</i>
LCPS' Additional Credits	30 units total
<i>Total Units</i>	<i>210 Units Required 240 Units Recommended</i>

LCPS Graduation Policy available upon request.

LCPS Milestones

Throughout their career at Lodestar, students complete a rigorous passage process aligned to the LCPS Graduate Profile. Beginning with the celebratory passage of Kindergarten and increasing in rigor as a student progresses, these milestones serve as rites of passage where they must demonstrate their readiness to move on to the next stage of their educational time at Lodestar. Crew leaders support students to meet the grade level expectations. Family members, peers, and staff gather for “passage” presentations at which students present their work and make a case why they are ready to

²³ UC A-G Policy Resource Guide: <https://bit.ly/2ZHWqjO>

proceed. These happen at grades K, 2, 5th, and 8th in the K - 8 years. In high school, grade level expectations are as follows:

- 10th Grade: Students must successfully complete 10th grade passage to move to 11th grade.
- 11th Grade: Students must successfully complete College and Career Seminar, including their Junior Year Internship in order to move to 12th grade.
- 12th Grade: Seniors must successfully complete 12th grade passage and Senior Seminar in order to graduate.

Lighthouse State Basic Diploma

In some cases, for *qualifying* students with disabilities documented in an Individualized Education Program (“IEP”) or Section 504 Plan, a LCPS State Basic Diploma may be earned in cases in which the student's disabilities *preclude* attainment of the LCPS College Preparatory Diploma. This recommendation is made with the IEP/504 Team and requires approval by the Principal and Chief Academic Officer (“CAO”). In addition, migratory students and newly arrived immigrant students, students who are in foster care, students who are homeless, or students who are former juvenile court students, and students of a military family may be excused from all locally adopted coursework and requirements that are supplemental to statewide coursework requirements. In such cases, students would receive a LCPS State Basic Diploma.

The following outlines the requirements for an LCPS State Basic Diploma.

GPA Requirements for the State Basic Diploma

There is no minimum GPA for a LCPS State Basic Diploma.

Course Requirements for the State Basic Diploma

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

LCPS Basic Diploma Requirements

(A) History/Social Sciences	30 Units Required
(B) English	30 Units Required
(C) Mathematics	20 Units Required <i>including 10 Units Algebra or Algebra Equivalent</i>
(D) Lab Science	20 Units Required

LCPS' Additional Credits	80 units total
Total Units	180 Units Required

Transfer of Courses & College Entrance Requirements

Courses offered by Lodestar that are accredited by the Western Association of Schools and Colleges (“WASC”) may be considered transferable to other public high schools, and courses approved by the University of California or the California State University as creditable under the A to G admissions criteria may be considered to meet college entrance requirements. Parents will be notified of the courses offered and the graduation requirements in Lodestar Student and Parent Handbook given to parents and students upon enrollment at the Charter School.

Western Association of Schools and Colleges (WASC)

Lodestar High School is in the process of applying for WASC Accreditation²⁴ and will complete its first self-study during the 2021-2022 school year.

Lodestar School Culture & Student Character Development

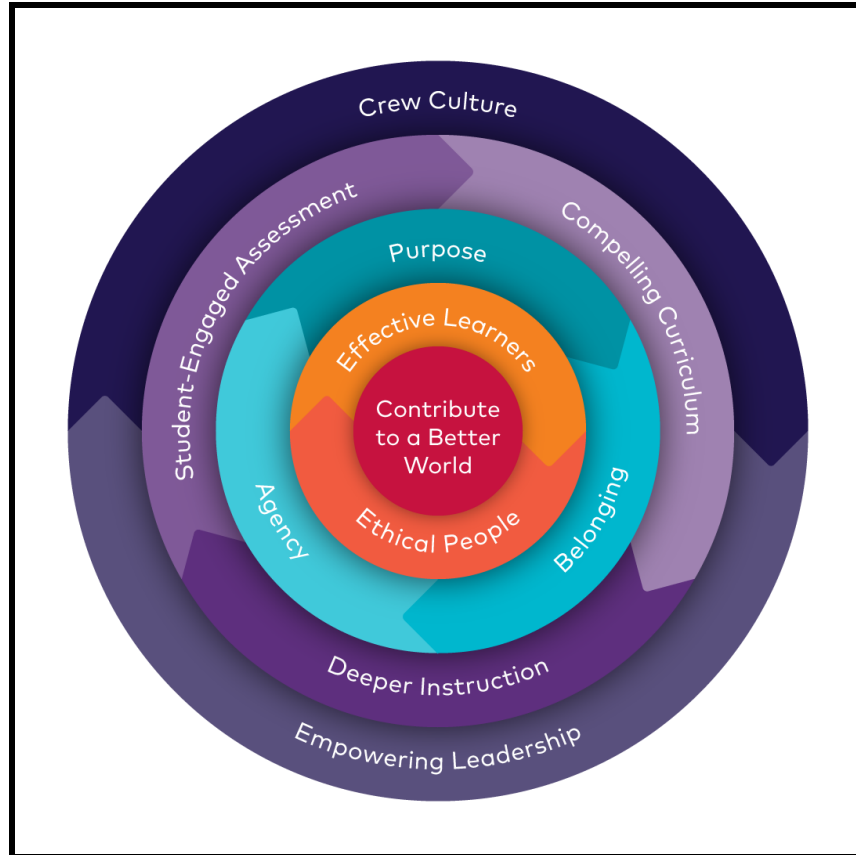
We are committed to creating an environment in which all students feel safe, respected, bring their authentic selves, and thrive. We do so, by intentionally building a restorative and responsive school community that supports character development. Infused into every aspect of Lodestar is a school culture that is built on the foundation of the Lodestar core values:

- Love
- Social Justice
- Integrity
- Agency
- Community

Lodestar’s culture is equal parts love and rigor created to bring out the unique light in every student. The community of learning is undergirded by beliefs, behaviors, and practices that recognize and celebrate the diversity of of cultures and learners; that strive to create a deep sense of belonging for all students, families, and staff; and that is unapologetically anti-racist. The act of creating and maintaining a school’s culture is an ongoing process of discovery and continuous improvement. As an EL Education school, we have adopted and modified the EL Character Framework for our context.

Figure A.4: EL Education Character Framework

²⁴ Western Association of Schools and Colleges (WASC): <https://bit.ly/3mq1cgX>



Built on our beliefs and core values, Lodestar has developed a series of complex and interwoven structures and practices that form the spine of our school culture.

The Lodestar School Culture is	Behaviors, Structures, and Practices
A Celebration of Learning	<ul style="list-style-type: none"> ● Academic Growth and Achievement ● Culturally and Linguistically Responsive Teaching ● Habits of Work and Learning ● Complex tasks & Authentic Work Products, with a commitment to contributing to a better world
Belonging in Community	<ul style="list-style-type: none"> ● Crew ● Student Voice
Restorative Practices	<ul style="list-style-type: none"> ● Development and use of norms

	<ul style="list-style-type: none">● Open dialogue through community meetings and restorative circles● Positive approach to discipline and restorative justice
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The foundations of our school culture and character development are detailed below. On an ongoing basis, staff and students reflect on these foundations and detail, discuss, and reinforce the behaviors that accompany them.

THE CELEBRATION OF LEARNING

Academic Growth & Achievement

Our school culture begins with the belief that all students can and will graduate with the skills, knowledge and habits necessary to attend college and changemakers in their lives and communities. We have an expanded definition of student achievement that calls on us to support our youth in developing their habits of character alongside their academic skills. Students and staff are encouraged and explicitly taught to have a growth mindset, the belief that you are in control of your own ability, and can learn and improve.

Culturally and Linguistically Responsive Teaching Practices

Culturally Responsive Teaching is an approach that leverages the strengths that students of color bring to the classroom to make learning more relevant and effective. A major goal of Culturally Responsive Teaching is to reverse patterns of underachievement for students of color. Lodestar teachers recognize the cultural capital and tools that students of color bring to the classroom and utilize their students' cultural learning tools throughout instruction.

Habits of Work and Learning (HoWLs)

Core values and academic and social character traits are explicitly taught and measured through Habits of Work and Learning ("HOWLs"), HoWLs are built into every unit of study. Students have regular opportunities to reflect on their growth and development on those targets alongside their academic work. See Appendix A.6 for an example of an elementary student-facing HoWL tracker at Lodestar as an example.

Complex Tasks & Authentic Work Products

School culture and student character is built through the achievement of complex tasks and authentic work products that have a lasting impact on the community or in student lives. Expeditions lend themselves to this real-world learning and service beyond the expedition. For example, as an

integrated study on pollinators, 2nd grade students researched plants that attract pollinators, then created and reproduced seed packets for sale to families, in order to support pollinator health in Oakland.

BELONGING IN COMMUNITY

Lodestar strives to be a school community where all students feel a deep sense of belonging and where they can thrive.

Crew

An essential aspect of school culture at Lodestar is Crew. Drawing on the EL Education Model, Crew is like an advisory structure, but with the added belief that we must work together as a team, to pitch in, to help others. “We are crew, not passengers.” The structure of Crew—a small learning community that meets multiple times a week - helps students feel like a family and offers a place to gain academic and social support. In Crew, students engage in academic progress checks, goal setting, community service, and identity development activities. Every two years, students participate in “Passage” where they read, write, reflect, and present to demonstrate their readiness for their next life challenge. Crew leaders also meet with students, parents, and other teachers every quarter where students present their grades, their goals, and their strategies to meet those goals. These Student Led Conferences are organized and run by students. Crew is an engine for equity and inclusion, a place where all students feel they belong and can succeed.

Student Leadership & Voice

Students voice, perspective, and leadership is critical to having a strong school community and supporting students as lifelong changemakers. At Lodestar, we engage with students to learn about their perspectives and to hear their concerns in a variety of formal and informal ways. Below are some of the proven core practices that we have developed to ensure we are listening to and responding to student voice.

- **Annual Student Survey:** Each year, students complete an organizational survey where students evaluate their experience at Lodestar. The key domains are: Student Interactions, Attitude and Culture, and Learning and Assessment. This data is reviewed by the staff and organization-wide to better understand the needs of students and make plans to improve student experiences.
- **Student Experience Survey:** As part of the Lighthouse Teacher Growth and Development System (See Appendix A.XYZ for detail on Framework for Transformational Teaching or “FTT”), students complete a teacher survey each year that provides direct feedback to teachers on the efficacy of their instruction and the inclusiveness of their classroom

community. These surveys are anonymous, and teachers review these to set goals for their own growth based on the data.

- **Crew Circles:** A critical feature of the Crew classroom is having community circles. In these circles, students are able to voice concerns and needs and Crew leaders work as advocates to support students.
- **Student Body Leadership:** Lodestar will launch a student government to support the inclusion and elevation of students' voice.
- **Participation in Hiring Processes:** Student voice is a significant element in the hiring process when teacher or Principal vacancies arise. Students representatives engage with teachers and new Principal candidates and provide their feedback directly to the Hiring Manager.
- **Focus Groups:** Students are often asked to participate in focus groups to get their input and feedback on decisions. Students contributed to the LCPS Theory of Change and gave input to adjust distance learning plans.

RESTORATIVE PRACTICES

In an ongoing cycle of creating, maintaining, and improving school culture and building of student character, Lodestar takes a restorative and holistic approach to student discipline, drawing upon restorative justice. At Lodestar, the aim of student discipline is to ensure students are physically and emotionally safe, to ensure that time for teaching and learning is maximized, and to maintain a strong sense of culture and crew amongst students and teachers.

Development & Use of School Norms

To ensure that all stakeholders understand what is expected, the school has developed norms and behaviors, building from the school core values. Each year, these norms are reflected upon and modified to accommodate the community.

Core Value	Core Value in Action	Behaviors
COMMUNITY	We are better together. We build community by listening, sharing, and learning together.	<ul style="list-style-type: none"> ● We repair harm and engage in courageous conversations, even if uncomfortable ● We have fun and bring joy to our work ● We establish and promote an inclusive environment for all stakeholders
INTEGRITY	We do and say what is just & equitable, even when it is not easy, and we reflect on our words and actions.	<ul style="list-style-type: none"> ● We expect, inspect and respect failure ● We are radically candid with each other by balancing care with honesty

		<ul style="list-style-type: none"> We surface and take action to eliminate patterns of inequity. We act on the shared values laid out in our Theory of Change, Graduate Profile, and Mission
LOVE	We follow In Lak'ech as 'Tu Eres Mi Otro Yo' which means You Are My Other Me.	<ul style="list-style-type: none"> We lean in to help others for the greater good We stay curious about our differences and commonalities to build relationships We acknowledge each other as equals in our role of creating change
SOCIAL JUSTICE	We remember Sankofa. We reflect on our past to create a better future.	<ul style="list-style-type: none"> We work to disrupt implicit bias, racism, and any form of discrimination based on difference in our school We prioritize both relational and technical work We are mindful about our privileges during our interactions
AGENCY	We actively engage in learning to become changemakers.	<ul style="list-style-type: none"> We complete our work with craftsmanship, timeliness and flexibility We work to clearly define decision making, team structures & roles/responsibilities Rather than staying stuck, we follow the energy of "Yes!"

Open dialogue Through Community Meetings and Restorative Circles

Humans in a community have conflict. It's not a matter of if, but when conflict will occur. At Lodestar, we actively seek to repair harm and use conflict to teach important skills. A restorative circle is a versatile culture practice that can be used proactively, to develop relationships and build community or reactively, to respond to wrongdoing, conflicts and problems. Circles give people an opportunity to speak and listen to one another in an atmosphere of safety, decorum, and equality.

Positive Approach to Discipline & Restorative Practices

At Lodestar, we believe that community is created and must be fostered constantly. We use Restorative Justice as a tool to help nurture our community. The intention of Restorative Justice is to build community through getting to know each other, to value each other, and to resolve harm within our community when it does occur. It may coexist with, overlap with, or be independent of other consequences connected to our behavior policies, up to and including suspension and expulsion when circumstances merit.

Role of the Family

Parents and guardians play a significant role in supporting a student's wellbeing and helping Lodestar create a collaborative, inclusive community. Parents participate in student re-entry meetings or conferences regarding students' behavior. At Lodestar, we welcome these conferences as opportunities to support positive communication and work as a team with families.

Staff Role

Our staff also plays a significant role in supporting a student's wellbeing as well as supporting the overall safety of the school community. Staff will also serve as student advocates and restorative circle participants. Staff participate in reentry circles and always work together with students and families to repair any harm.

Lodestar Student Behavior Expectations

At Lodestar, we expect that students will be prepared to meet the expectations of the school community in alignment with our Charter School's core values. However, we recognize that at times students may struggle to uphold those norms. We believe that these opportunities allow for "teachable moments" for students. We aim to not judge the youth, but rather to support them in modifying the behavior they are exhibiting. Most behaviors can be managed in the classroom between the teacher and student. In all of our classrooms, we expect to see the following behavior modification techniques:

- Adults will name the behavior that does not fit within the community's values/norms.
- Students will be redirected and provided time to correct their behavior.
- Counselors or administrators may be called to give students one-on-one support when necessary to help students in meeting classroom expectations.

A student will be referred to an administrator for immediate support and may be removed from the classroom to receive additional support or intervention when:

- The student's actions cause danger to the physical and/or emotional well-being of other students.
- Multiple attempts at behavior redirection have been made, without change in the behaviors and the actions of the student is greatly inhibiting the learning of the other students.
- The student's actions constitute one or more enumerated offenses in the Lodestar suspension and expulsion policy.

In the cases where students are removed from a classroom, a parent/guardian will be notified, and a record of the incident will be documented for parent and teacher reference.

The Use of Consequences

In addition to repairing harm, there are times that consequences will be applied. At times students may continue to violate behavior expectations, despite the use of our common behavior modification practices. At this point, teachers may choose to use consequences for students' negative actions within the following parameters:

- Consequences aim to be logical, predictable, consistent, and culturally and developmentally responsive. Examples include the warnings and time-outs as well as loss of playtime or phone calls home.
- Consequences, whenever possible, are logical and linked to the action. For example, a student who tags in the bathroom will clean up their tagging and spend an afternoon or more working with the janitorial staff to clean the building.

Referrals

If a student violates any behavior expectations, they may be referred to an administrator for additional support at the discretion of the teacher or adult working with the child. Depending upon the specific circumstances surrounding the student's behavior, a student may remain with the administrator to take a break and reflect, and an appropriate consequence will be devised. It is important to note that a student may be immediately suspended for certain/specific behaviors. (See Element 10 for **Suspension and Expulsion Policies and Procedures.**)

Serving Special Populations of Students

In the following section we describe how we serve students who have different learner profiles, specifically:

- Students who are not meeting learning outcomes,
- Students with disabilities,
- English Learners,
- Socio-economically disadvantaged students
- Gifted students
- Unsheltered students

VISION FOR SERVING ALL STUDENTS

Lodestar's mission is to prepare all students for college and career of their choice and to empower students to be changemakers in their communities. This mission is founded on a profoundly felt optimism about children, families, and neighborhoods. This belief is in ALL students, including students with disabilities, English Learners, and students performing below grade level. All students, regardless of their ability, can achieve at high levels given the right supports. Lodestar will give to ALL students, no matter their need level, cognitive ability, or behavior challenges, the education and opportunities they need to be optimistic about their future and college-ready.

At Lodestar, we believe that all students regardless of age, race, zip code, physical challenge, or profile of learning and memory need to be provided with the most inclusive learning environment. We believe that families and community members are our partners and need to have meaningful involvement in students' education and in the life of our school. And, fundamentally, all students need to be provided with a continuum of services that address their academic, behavioral, and social emotional needs.

Lodestar believes that all students are able to excel and succeed and we are committed to designing and differentiating instruction to allow all students to achieve at their maximum capacity. Lodestar supports all students through differentiated, scaffolded, and individualized instruction in general education settings where children have access to appropriate content and concepts and are provided the support and modifications many of our populations require to access the curriculum.

In order to ensure that we are identifying students who may need additional support and are not responding to the tiered interventions, we use a combination of data-driven practices and teacher referrals. Through the regular (bi-weekly) review of student data in several key areas (attendance, behaviors, discipline, academic, Social Emotional) and through the use of a variety of screening tools, students are identified early for additional support.

MULTI-TIERED SYSTEM OF SUPPORTS (MTSS)

We implement an aligned, integrated system of student support so that all students become lifelong changemakers prepared to be successful in college and a career of their choice. A Multi-Tiered System of Supports (MTSS) provides an integrated, comprehensive framework that focuses on instruction, differentiated student-centered learning, individualized student needs and the alignment of systems necessary for all students' academic, behavioral and social success. An element of that system is our tiered intervention model. Outlined below are our systems, practices, and programs that enable us to provide tiered supports to students and families at Lodestar.

Figure A.5 MTSS Framework

Key Components of MTSS Framework		
Data	Evidence Based Practices	Levels of Support

Universal Screeners, Curricular Based Data, Assessment Data	Empirically Supported	Maximum Fidelity
Continuous Progress Monitoring	Aligned with Student Need	Opportunities for Intensive and Individual Support
Implementation and Fidelity	Contextually Relevant	Team Coordination and Distributed Leadership

Systemic Planning

On an annual basis, Lodestar examines the current priority of specific student supports and creates an intervention plan that builds on the particular strengths, challenges and aspirations of the individual school community. The assessment process provides the opportunity to dive deeply into the culture we're aiming to develop and to collaboratively create shared goals and strategies for the school year. The data that is used to inform this planning process includes: student achievement data, student survey data, family survey data, staff survey data, and the Swift Fidelity Integrity Assessment (FIA)²⁵. Lodestar uses these assessments to refine and develop Tiered Intervention Matrices. (An example of a Tiered Support matrix for Attendance is included in Appendix A.7)

SUPPORTING STUDENTS NOT YET MEETING LEARNING OUTCOMES

Universal Screeners

In order to identify students in need of intervention, we conduct universal screeners multiple times per year. These screeners identify students in need of intervention in the following areas: reading, math, and social-emotional/behavioral.

Tiered Intervention Model

By using assessment data to inform educators' decisions about how best to teach and support the development of their students, our Coordination of Services Team ("COST") provides for the early identification of learning and behavioral challenges and timely intervention for students who need support to access their learning. A successful Tiered Intervention Model seeks to minimize the risk for long-term negative learning outcomes by responding quickly and efficiently to documented learning or behavioral problems and ensuring appropriate identification of students with disabilities.

²⁵ The Swift Fidelity Integrity Assessment (FIA) is a self-assessment tool schools utilize to monitor progress with the [CA MTSS Framework](#).

This system is a continuum of support. At Lodestar, we use more than one intervention within a given level of prevention.

Tiered Interventions

Within MTSS, tiered interventions that build upon each other are leveraged to address identified student needs. Examples of tiered supports under MTSS are provided in Figure A.6.

Figure A.6 Tiered Interventions

Tier	How It Works	Students	Possible Interventions
Tier 1	<ul style="list-style-type: none"> ● High quality core curriculum and instruction ● Universal screening ● Individual teacher problem solving ● Student progress monitoring ● Identify Tier 2 students 6-8 weeks into school 	All	<ul style="list-style-type: none"> ● Close reading in ELA as a support to understand grade-level texts. ● Vocabulary support for all students. ● Use of models and manipulatives in math to conceptually understand mathematical ideas. ● Discussion routines so that all students are listening and speaking. ● Check for understanding and providing additional support in class, such as re-teaching, or small-group instruction. ● Audio of texts to struggling learners, or vocabulary word work for ELs. ● Math fluency block for all

Tier 2	<ul style="list-style-type: none"> ● General, targeted interventions created at the school level based on school-wide data ● Progress monitoring ● Should not exceed 6 weeks 	Few, roughly 10 - 20%	<ul style="list-style-type: none"> ● Phonics/Decoding support ● ELD support (integrated and designated) ● Math fluency support (students that struggle with basic facts and computation)
Tier 3	<ul style="list-style-type: none"> ● Individualized support ● MTSS Team ● Grade level meeting ● Assistant principal or teacher leader is the facilitator, and holds teachers accountable 	<10% students per grade per year	<ul style="list-style-type: none"> ● Functional Behavior Plan/Behavior Intervention Plan ● Behavior contract ● One-on-one tutoring ● Small group tutoring ● Counseling ● Referral to alternative programs within the LEA/district ● Referral to professional and/or agencies outside of the LEA/district

COST Team

The Coordination of Services Team (“COST”) consists of 4-5 key stakeholders, including administration and intervention staff such as Intervention Specialists, Education Specialists and mental health support providers. This team is responsible for ensuring that Lodestar is supporting all students. The COST Team works to inform intervention groups, monitor student progress, monitor school-wide data trends, monitor school systems, address requests for assessment for special education services, and arrange socio-emotional counseling support for students. Every other week, the team focuses on school-wide academic, behavioral and social-emotional data (including academic assessment scores, office discipline referral data, and attendance rates) to determine priorities, establish thresholds for different levels of intervention and match resources to needs.

The COST Team utilizes data from this assessment framework to monitor student growth, and any lack of progress is flagged immediately. The COST Team is composed of administrators, Interventionists, and Education Specialists. Through the Tiered Support Model, teachers are coached and supported in developing both behavioral and academic intervention plans for their students. This support is provided through bi-weekly coaching meetings with their administrator. Students not making adequate progress through the in-class Tier 1 interventions can receive either a revised Tier 1 intervention plan or more intensive supports called Tier 2 services. Should the team observe evidence that a child may be eligible for Special Education and related services after numerous Tier 1 and Tier 2 interventions, they can submit a referral for Special Education to the Resources Specialist who will develop an assessment plan if appropriate.

Cross-System Collaboration

Students with the most critical need of support, including those with disabilities, are often served by multiple providers both on and off campus. Lodestar ensures that expertise and services provided by mental health, child welfare, and probation agencies are seamlessly integrated into a student's school-based intervention plan. This includes providing education to teachers and school staff around the role of these public agencies and coaching them around their responsibility and opportunities for coordination on individual cases.

Additional Supports

Lodestar provides additional supports to students who are not yet mastering grade level standards in the following ways:

- **Intervention classes** – Specific blocks of time during the day are set aside to provide additional support to students. This may include small group instruction inside or outside of the general education classroom and may be in the form of a stand-alone support class.
- **Extended Day** - Students who need more support are offered a spot in our after school program to provide them homework help and small group instruction.
- **Office Hours** – Lodestar offers office hours to students on a weekly basis. During office hours, students have the opportunity to get further instruction from teachers and to have a supportive environment to complete homework.
- **Credit Recovery** – For our high school students, Lodestar will provide opportunities for students to remediate classes through credit recovery. The primary goal of all credit recovery options is to ensure that students gain the knowledge and skills in the class. For this reason, credit recovery can take many forms including: online courses, community college classes, or repeating a course.

STUDENTS WITH DISABILITIES

Free Appropriate Public Education

Lodestar will ensure that a free appropriate public education shall be provided to all enrolled students including children with disabilities and/or those who have been expelled from school. No assessment or evaluation will be used for admissions purposes. No student will be denied admission to school because he or she needs special education services.

Full Educational Opportunity

Lodestar will ensure that all students with disabilities have access to the full range of programs, including extracurriculars, available to non-disabled students.

Least Restrictive Environment

Lodestar will ensure that students with disabilities are educated with students who are not disabled to the maximum extent appropriate. This will be addressed through the use of supplementary aids and services in the general education environment in accordance with each student's Individualized Education Plan (IEP).

Procedural safeguards and confidentiality

Lodestar will ensure that the confidentiality of identifiable data shall be protected at the collection, storage, disclosure and destruction stages. In addition, students and their parents shall be provided with safeguards through the identification, evaluation and placement process and notified of the provisions for a free appropriate public education.

SELPA

Lodestar pledges to work in cooperation with its Special Education Local Planning Agency ("SELPA") to ensure that a free appropriate public education is provided to all students with exceptional needs. California law gives charter schools various options on how to deliver special education and related services. Charter schools may choose to operate either as (1) a school of the chartering authority, (2) an independent local education agency ("LEA") member of a SELPA. Lodestar shall be its own local education agency pursuant to Education Code Section 47641(a). A change in LEA status or SELPA membership shall not require a material revision of this charter. Lodestar is currently a member of the El Dorado Charter SELPA. Finally, LCPS retains Lodestar's right to operate as a school of the District for purposes of special education. In this case, a Memorandum of Understanding ("MOU") or similar would be developed between Lodestar and the District.

Lodestar shall comply with all state and federal laws related to the provision of special education instruction and related services and all SELPA policies and procedures and shall utilize appropriate SELPA forms.

State and Federal Law

Lodestar recognizes its responsibility to enroll and support students with disabilities who can benefit from its programs and who otherwise qualify for enrollment. Lodestar will not discriminate against any pupil with a disability in the admissions process or any other aspect of operation. Lodestar will comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to the Individuals with Disabilities Education Improvement Act of 2004, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and any other civil rights laws enforced by the U.S. Department of Education Office of Civil Rights (“OCR”).

Facilities

Lodestar shall be solely responsible for its compliance with the IDEA, Section 504 and the ADA. The facilities to be utilized by Lodestar shall be accessible for all children with disabilities. The facilities to be utilized by Lodestar shall provide children with disabilities equal access to all aspects of the educational program.

Services

Lodestar hires and supports a well-qualified staff at the school site to provide both tiered interventions and Special Education services in conjunction with the general education faculty. In addition, Lodestar contracts with Seneca Family Services to provide specialized services for students.

Special Education Students and Tiered Support

Lodestar provides a full suite of supports for students with special needs. At the core of the program is the Tiered Support Model described earlier in this charter. The Director of Special Education assists us to integrate Special Education into this larger Tiered Support framework as well as our larger schoolwide assessment framework. The schoolwide assessment framework, described in Element 2 of this charter, is a comprehensive assessment program that regularly assesses students using a variety of tools to track progress across grade levels and disciplines.

The Lodestar Special Education program is designed specifically to accelerate a student’s growth in target areas and ensure that student’s ability to succeed in the general education setting both academically and socially. A student with an Individualized Education Plan (“IEP”) will have access to all of the interventions available schoolwide as required by their IEP. Lodestar Education Specialists ensure IEPs are developed strategically and implemented with fidelity and utilize all the resources available at Lodestar to inform the development of the IEP.

Search & Serve Process

Lodestar understands its responsibility to ensure that all children with disabilities who need special education and related services are identified, located, and evaluated, regardless of the severity of the disability. Lodestar shall actively and systematically seek out all individuals with exceptional needs and provide for the identification and assessment of an individual's exceptional needs and the planning of an instructional program to meet the assessed needs. Identification procedures shall include systematic methods of utilizing referrals of students from teachers, parents, agencies, appropriate professional persons, and from other members of the public. Identification procedures shall be coordinated with school site procedures for referral of students with needs that cannot be met through the general instructional program without special education services. Parents will be informed that special education and related services are provided at no cost to them. The Search and Serve Process will be overseen by the Principal under the direct supervision of LCPS Director of Special Education.

No assessment or evaluation will be used for admission purposes. If a student enrolls with an existing IEP, Lodestar will notify the SELPA within 5 days. An IEP meeting will be convened within 30 days of enrollment.

As an independent LEA for special education purposes, Lodestar shall be solely responsible for compliance with state and federal Child Find requirements. Lodestar shall implement policies and procedures of the El Dorado Charter Special Education Local Plan Area ("SELPA") in which it is a member to ensure timely identification and referral of students suspected of having a disability.

Referral for Assessment Process

A student shall be referred for special educational instruction and related services only after the resources of the general education program have been considered and, where appropriate, utilized. The referral process is a formal, ongoing review of information related to students who are suspected of having special needs and show potential signs of needing special education and related services. Through the COST process, a student may be referred for assessment to determine eligibility for special education services.

Parents have the right to request in writing that their child be assessed to determine eligibility for special education services. Any such referrals will be responded to in writing by Lodestar within 15 calendar days.

If Lodestar concludes that an assessment is appropriate, the parent will receive a written Assessment Plan within 15 days. Parents will be informed via the Education Specialist that special education and related services are provided at no cost to them. The parent will be given at least 15 days to provide

written consent to the Assessment Plan. Assessments will be done only upon receipt of written parent permission. The assessment will be completed and an IEP meeting held within 60 days of receipt of the parent's written consent for assessment.

Assessment Process

Assessments will be conducted by certificated individuals. Information gathered will be used as tools to determine the student's disability, eligibility for services, and determining the nature and extent of required services. Assessment procedures will be conducted in the student's primary language, and an interpreter will be provided if needed. In addition, a reassessment shall be conducted at least once every three years, in accordance with the IDEA, and more often if conditions warrant or if requested by the student's parents or teacher. Parents will receive reports on their individual student's progress toward IEP goals and progress at the IEP meeting and student-led conferences at least four times per year. The types of assessments that may be used for determining eligibility for specialized instruction and services will include, but not be limited to:

- Standardized Individual Assessment;
- Observations;
- Interviews;
- Review of school records, reports, and work samples; and
- Parent input.

Unless conflicting with SELPA policies and procedures, Lodestar will follow the following assessment guidelines. If a conflict with SELPA policies and procedures exists, then SELPA policies and procedures will govern.

- Parents or guardians of any student referred for assessment must give their written consent for the school to administer the assessment;
- The assessment will be completed and an IEP meeting held within 60 days of receipt of the parent's written consent for assessment;
- The student must be evaluated in all areas related to his/her suspected disability;
- Assessments must be conducted by a person with knowledge of the student's suspected disability, and administered by trained and knowledgeable personnel and in accordance with any instructions provided by the producer of the assessments;
- Individually administered tests of intellectual or emotional functioning must be administered by a credentialed school psychologist;
- Assessments must be selected and administered so as not to be racially, culturally, or sexually discriminatory;
- Assessments will be delivered in the student's primary language, and a qualified interpreter will be provided if needed;

- Assessment tools must be used for purposes for which the assessments or measures are valid and reliable;
- Assessments will be adapted as necessary for students with impaired sensory, physical or speaking skills;

A multidisciplinary team will be assembled to assess the student, including a teacher knowledgeable in the disability. Upon completion of the assessment, an IEP team will be assembled to review the results of the assessment and determine the student's need for special education. Lodestar will be responsible for scheduling, coordinating and facilitating the IEP meeting. Educators qualified to interpret test results will present the assessment data at the IEP meeting. Parents will be provided with written notice of the IEP meeting, and the meeting will be held at a mutually agreeable time and place.

Development and Implementation of IEP

Every student who is assessed by Lodestar will have an IEP that documents assessment results and eligibility determination for special education services. Lodestar will ensure that all aspects of the IEP and school site implementation are maintained. Lodestar will provide modifications and accommodations (outlined within each individual's IEP) in the general education environment taught by the general education teacher. Students at Lodestar who have IEPs will be served in the Least Restrictive Environment ("LRE"). Each student who has an IEP will have an IEP team that oversees the IEP development, implementation and progress of the student. All decisions concerning the special education programs and services to be provided to a student with a disability are to be made by the IEP team. The IEP team must include all of the following members:

- The parent or guardian of the student for whom the IEP was developed;
- The student, if appropriate;
- The Assistant Principal, Principal, or other LEA representative;
- The Director of Special Education or other Special Education Administrator, as needed;
- At least one special education teacher;
- A general education teacher who is familiar with the curriculum appropriate to that student, if the student is, or may be, participating in the general education environment;
- If the child was recently assessed, the individual who conducted the assessment or who is qualified to interpret the assessment results;
- Others familiar with the student may be invited as needed.

Lodestar views the parent as a key stakeholder in these meetings and will make every effort to accommodate parents' schedules and needs so that they will be able to participate effectively on the IEP team. Lodestar will provide an interpreter if necessary, to ensure that all parents and/or guardians understand and can participate in the IEP process. If a parent cannot attend the IEP meeting, Lodestar will ensure his/her participation using other methods, such as conferencing by telephone or meeting

at the parent's home. A copy of the IEP will be given to the parent in accordance with state laws and SELPA policies.

Upon the parent or guardian's written consent, the IEP will be implemented by Lodestar. The IEP will include all required components and be written on SELPA forms.

The student's IEP will be written on SELPA forms and will include the following:

- A statement of the student's present levels of academic achievement and functional performance;
- The rationale for placement decisions;
- The services the student will receive and the means for delivering those services;
- A description of when services will begin, how often the student will receive them, and where and when they will be delivered;
- Measurable annual goals and short-term objectives focusing on the student's current level of performance;
- A description of how the student's progress toward meeting the annual goals will be measured and monitored and when reports will be provided;
- Accommodations necessary to measure the academic achievement and functional performance of the pupil on state and district assessments; and
- For students 16 years of age and older, measurable postsecondary goals related to training, education, employment and independent living skills, along with transition services needed to assist the student in reaching those goals.

IEP meetings will be held according to the following schedule:

- Yearly to review the student's progress and make any necessary changes;
- Every three years to review the results of a mandatory comprehensive reevaluation of the student's progress;
- After the student has received a formal assessment or reassessment;
- When a parent or teacher feels that the student has demonstrated significant educational growth or a lack of anticipated progress (consistent with state and federal law, IEP meetings will be held within 30 days of a parent's request);
- When an Individual Transition Plan ("ITP") is required at the appropriate age;
- When Lodestar seeks to suspend or remove the student for a period of 10 days or more in order to determine if the student's misconduct was a manifestation of his/her disability or a failure to implement the student's IEP.

In cooperation with the parent or guardian, the IEP will be implemented by LCPS and Lodestar.

IEP Review Process & Reporting

The IEP team will formally review the student's IEP at least once a year to determine how the IEP is meeting his/her needs. In accordance with IDEA regulations, the IEP team will also conduct a formal review of the IEP once every three years, in which the student is reassessed and the IEP is reviewed as part of an overall comprehensive reevaluation of the student's progress and continued eligibility. If a parent or faculty member feels the student's educational needs are not being met, they may request a reassessment or a review of the IEP by the IEP team at any time during the year via written notice to the school. Once the request is received, Lodestar will have thirty days to hold the IEP meeting or fifteen days to respond to the request for assessment.

Unless otherwise specified on the student's IEP, parents will be informed four times a year (which is the same frequency as progress is reported to all students and parents) of the student's progress toward meeting annual goals and whether the student is expected to meet his/her annual goals. The Goals and Objectives section of the IEP will be an attachment to the general progress report. This will serve to document the method by which the student's progress toward achieving the annual goal is measured, the student's progress during the relevant period, the extent to which it is anticipated that the student will achieve the annual goal prior to the next annual review, and where needed, the reasons the student did not meet the goal.

In addition, Lodestar shall comply with the SELPA. It is Lodestar's understanding that it shall represent itself at all SELPA meetings. Lodestar understands that it will be subject to the Allocation Plan of the SELPA. The Principal and the Special Education lead from Seneca Family of Agencies will work together to manage the budget and contract for appropriate services, take responsibility for meeting the special education compliance and quality requirements, and ensure confidentiality and accurate/timely reporting.

Special Education Strategies for Instruction and Services

As an independent LEA for special education purposes, Lodestar will offer a comprehensive inclusion program that includes scaffolded and differentiated learning in the core classroom, individual and small group instruction. Each student's IEP requires different kinds of accommodations and modifications for instruction and services; therefore, the educational strategies of the IEP will be built around the student's needs. If a student's IEP team determines that the student requires placement outside of a general education classroom, Lodestar will provide the necessary placement and/or services. The instruction outlined in each student's IEP will be delivered by personnel qualified to do so.

Interim and Initial Placements of New Charter School Students

Lodestar shall comply with Education Code Section 56325 with regard to students transferring into Lodestar within the academic school year.

As an independent LEA for special education purposes, Lodestar shall provide transferring students with free and appropriate public education, including services comparable to those listed in the existing IEP.

For students transferring to Lodestar from another school within the same SELPA, Lodestar, pursuant to Education Code Section 56325(a)(2), shall continue to provide services comparable to those described in the existing approved IEP, unless parents/guardians and Lodestar agree to develop and implement a new IEP.

For students transferring to Lodestar from another school within a different SELPA, Lodestar, pursuant to Education Code Section 56325(a)(1), shall continue to provide services comparable to those described in the existing approved IEP for a period of up to 30 days, by which time Lodestar shall adopt the previous IEP or, in consultation with parents/guardians, develop and implement a new IEP that is consistent with federal and state law.

For students transferring to Lodestar from a school outside of California, Lodestar shall provide the student with a free appropriate public education, including services comparable to those described in their existing IEP, until Lodestar conducts an assessment pursuant to Section 1414 of Title 20 of the United States Code, if determined to be necessary by Lodestar, and develops a new IEP, if appropriate, in accordance with federal and state law.

Non-Public Placements/Non-Public Agencies

Lodestar shall be solely responsible for selecting, contracting with, and overseeing all non-public schools and non-public agencies used to serve special education students. Lodestar shall immediately address all parental requests for services from non-public schools or agencies, unilateral placements, and/or requests for reimbursement.

Non-discrimination

It is understood and agreed that all children will have access to Lodestar and no student shall be denied admission nor counseled out of Lodestar due to the nature, extent, or severity of his/her disability or due to the student's request for, or actual need for, special education services.

State Assessments

Lodestar will ensure that students with disabilities either under the IDEA or Section 504 are included in state assessment programs with appropriate accommodations and modifications when necessary and appropriate. These assessments include, but are not limited to, the California Assessment of Student Performance and Progress ("CAASPP") and California Science Test ("CAST").

Professional Development for All Staff

The Education Specialists and other team members participate in the professional development opportunities provided by the SELPA. This will help to build the capacity of the special education staff in the areas of promising instructional practices, compliance with state and federal statutes, reporting requirements and use of instructional data. In addition, all staff members will be provided a personalized professional learning plan that will identify high leverage areas to build capacity, along with specific activities and strategies for developing in these areas. In addition, Special Education teachers receive training to ensure they have research-based instructional strategies specific to supporting Special Education students – strategies like the Slingerland Approach, Lindamood-Bell, Wilson Reading, Orton-Gillingham, or Davis Math. This is to ensure that all students receive the targeted academic interventions as well as the interventions specific to supporting their disabilities.

Dispute Resolution

As an LEA for special education purposes, Lodestar acknowledges its responsibility to resolve disputes or defend due process complaints arising as a result of Lodestar’s alleged failure to provide FAPE to students enrolled in Lodestar. Lodestar may also initiate a due process hearing or request for mediation with respect to a student enrolled in Lodestar if it determines such action is legally necessary or advisable.

Complaint Procedures

Parents or guardians also have the right to file a complaint with the Authorizer and/or California State Department of Education if they believe that the school has violated federal or state laws or regulations governing special education.

Due Process

Lodestar may initiate a due process hearing or request for mediation with respect to a student with special needs enrolled in Lodestar if it determines such action is legally necessary or advisable. In the event that the parent/guardian file for a due process hearing or requests mediation, Lodestar shall defend the case. In either situation, Lodestar will be responsible for the cost of such representation and the outcome.

Reporting

Lodestar will collaborate with the authorizer to collect and maintain information required by IDEA for students including but not limited to: age, grade, type of disability, EL status, number of students receiving services, number of students receiving and types of test modifications and exemptions, settings of service, suspension data, and reasons for charter exiting, if applicable.

SELPA Representation

Lodestar shall represent itself at all SELPA meetings. Lodestar shall provide the SELPA with a copy of the original charter petition and any amendments. Lodestar shall be responsible for any legal fees related to the application and assurances process.

Excess Costs

Lodestar shall be responsible for all costs above and beyond the State and Federal special education programs for ensuring a legally compliant special education program.

Staffing

Lodestar is committed to assuring all IEPs are properly implemented and all students supported. Toward that end, all special education services at Lodestar will be delivered by individuals or nonpublic agencies qualified to provide special education and related services as required by California's Education Code and the IDEA. LCPS and Lodestar will contract with Seneca to provide targeted services. The Lodestar Principal, Director of Special Education, and the Director of School Partnerships, Seneca Family of Agencies will be responsible for the selection, training and supervision of staff necessary to provide services to students.

Providing Section 504 Services

Lodestar recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the School. Any student, who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment, is eligible for protections under Section 504. Lodestar is solely responsible for its compliance with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act.

A 504 team will be assembled by the Assistant Principal and shall include the parent/guardian, the student (where appropriate) and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team will review the student's existing records; including academic, social and behavioral records, and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEA but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team, which will evaluate the nature of the student's disability and its impact upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities.

The 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials including those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligence quotient.
- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual or speaking skills.

The final determination of whether the student will or will not be identified as a person with a disability is made by the 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEA, a referral for assessment under the IDEA will be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives a free and appropriate public education. In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by Lodestar's professional staff. The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary.

All 504 team participants, parents, guardians, teachers and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 Plan. The Principal will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she reviews the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained in the student's file. Student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

Please see [Appendix A.8](#) for LCPS' 504 Board Policy, [Appendix A.9](#) for 504 Administrative Regulation, and [Appendix A.10](#) for the 504 Parents' Rights Statement.

Serving English Learners

Lodestar is committed to supporting English Learners, ("EL") including long-term English Learners or English Learners at risk of becoming long-term English Learners. Lodestar holds the same rigorous

expectations for all students, regardless of primary language, and supports them in meeting the same expectation we hold for all students: achieving college and the career of their choice.

Our EL program, described below, addresses the process for student identification, curriculum, assessments, reporting, and redesignation as well as professional development and teacher qualifications for working with our English Learners. Lodestar will comply with applicable federal, state, and District requirements regarding EL education including long-term English Learners or English Learners at risk of becoming long-term English Learners and re-designation of EL students. In addition, Lodestar will meet all requirements of federal and state law regarding providing equal access to the curriculum for English Learners.

Identification, Designation & Notification

Lodestar will determine the home language of each student upon enrollment through the administration of a Home Language Survey. This survey will be part of the registration packet that is filled out when students enroll at the school. In compliance with the Office for Civil Rights (“OCR”) of the U.S. Department of Education, if a parent affirms on the Home Language Survey that the child learned first to speak a language other than English, that the child currently speaks a language other than English, or that a language other than English is spoken in the home, the child will be classified as having a primary home language other than English.

Within 30 calendar days of enrollment or 60 days prior to first enrollment, Lodestar will assess the English proficiency of all students who do not have a previous EL Classification in the State of California and whose primary home language may not be English using the English Language Proficiency Assessments for California (“ELPAC”) Initial Assessment (“IA”) (“ELPAC”).

Upon receipt of initial scores, students will be designated as either Initially Fluent English Proficient (“I-FEP”) or Intermediate English Learner or Novice English Learner. Should the State of California change its recommendations for classification of EL and I-FEP during the term of this charter, Lodestar will adopt the state recommendations and this change will not be considered a material change of the charter.

Families will receive notification of how their child’s ELPAC results and initial language designation within 30 days of receipt of these results, as well as information on how their child’s learning needs are being addressed by Lodestar. In addition, they will be invited to Lodestar for an information session to review these results in detail and discuss ways to support their child’s English language development. Lodestar will report the number of EL students attending Lodestar to the District and the State, as required.

Ongoing Assessment, Monitoring, and Redesignation Criteria

Lodestar will comply with all applicable state and federal laws in regard to the testing and service requirements for English Learners. Students who are identified as English Learners will take the ELPAC Summative Assessment (“SA”) annually to determine growth in English language proficiency until they are reclassified. In accordance with the guidance from the State of California, there are four components to reclassification: the ELPAC, an academic measure, teacher recommendation and parent consent. Lodestar will follow the ELPAC Language Classification process as outlined in Figure A.7 to determine eligibility for reclassification. Should the State of California change its tool and recommendations for reclassification during the term of this charter, Lodestar will adopt the state tool and recommendations and this change will not be considered a material change of the charter.

Figure A.7 Reclassification Criteria

State Requirement	Measure	Threshold
Assessment of English Language Proficiency	ELPAC	4 Overall No sub scores of 1
Comparison of Student Performance with English Proficient Students	SBAC ELA (tested grades) OR Northwest Evaluation Association (“NWEA”) Measures of Academic Progress (“MAP”)	Met or Exceeded Standards At Grade Level Benchmark Above 50th percentile
Teacher Evaluation	English Grade	Meeting
Parent Opinion and Consultation	Parent Notification Letter	Notice to parents or guardians and parent’s or guardian’s opportunity to participate in the reclassification process.

Reclassifying English Learners with Disabilities

An EL student with a disability may be reclassified as RFEP using the guidance in Figure A.8 The IEP team must consider how the EL student would compare to another student with a similar disability who is not identified as EL.

Figure A.8 Reclassification Criteria for ELs with Disabilities

State Criteria	Lodestar Policy
Assessment of English Language Proficiency	<p>The IEP team must discuss the individualized criteria and write the chosen criteria into the student’s IEP, keeping in mind that the student’s performance in basic skills may be impacted by their disability and significant disproportionality.</p> <p>Student Services Team: Score at Somewhat Developed (Level 2) Overall (to be modified by IEP teams based on student’s disability)</p>
Teacher Evaluation	Ed Specialist and ELA/ELD teacher agrees the student should be reclassified based on classroom evidence of academic performance
Parent Opinion and Consultation	Parent receives notice of reclassification eligibility and is given an opportunity to indicate if they disagree that the student be reclassified
Comparison of student performance in basic skills against an empirically established range of performance in basic skills based on the performance of English proficient students of the same age.	<p>The IEP team must discuss the individualized criteria and write the chosen criteria into the student’s IEP, keeping in mind that the student’s performance in basic skills may be impacted by their disability/significant disproportionality of SLD/EL in our network. The range of criteria offered below aims to give students with disabilities several options for demonstrating ability.</p> <ol style="list-style-type: none"> 1. Nearly Met Standard level (Level 2) or higher on the ELA SBAC. 2. Nearly Met Standard level (Level 2) or higher on the ELA Interim <p>The IEP team can use results from another valid and reliable assessment that can compare the basic skills of English Learners with disabilities to native speakers of English with similar disabilities of the same grade level to determine sufficient mastery of the basic skills for</p>

	reclassification. Assessments must be given by appropriately credentialed staff. (ex: WJ, KTEA, WIAT-III)
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Lodestar will use a variety of assessment tools, including those discussed above, to diagnose the needs of students who are English Learners. Based on the annual ELPAC results, as well as the range of assessments administered to all students, students in need of additional support and/or challenge - including students who are English Learners - are identified for differentiated instructional, acceleration, and/or support services. In addition, Lodestar will monitor the academic progress of reclassified students as well as IFEP students periodically to ensure these students are continuing to progress academically.

Strategies for Supporting English Learners

Academically, Lodestar will meet the needs of its English Learners through a combination of Integrated and Designated English Language Development. Like all students at Lodestar, all English Learners will be held to clearly articulated high expectations, provided access to the school's rigorous curriculum, and offered personalized support as needed. English Learners will be expected to meet school and state standards in all academic and non-academic areas of the instructional program. At Lodestar, we believe that holding English Learners to such high expectations will ensure that every student at our school is intellectually challenged to reach his/her highest potential and given the opportunity to attend college.

Integrated ELD & Designated ELD Instruction

All teachers will use Integrated ELD strategies to support English Learners to access, participate in and demonstrate knowledge of the content. These methods and strategies front load the content vocabulary and the forms and functions of language students will need in order to explore and express their understanding of content. Students will then practice these within such classroom structures as heterogeneous cooperative grouping and inquiry-based learning, which each provides an authentic context and desire for the production of English.

All English Learners will receive content-based Designated ELD instruction that focuses on the language to participate and knowledge of how English works. Designated ELD is a dedicated class focused explicitly on teaching language that English Learners are not likely to learn outside of school or efficiently pick up on their own, will not explicitly learn in other subject areas, and need to use for effective academic learning, classroom participation, and real-life purposes.

At Lodestar, our EL Program will adjust to meet the needs of our student learner profiles and will include courses such as:

- **Academic Language Development Class for LTELS** In this course, students develop all modes of academic language, with a particular focus on reading and writing, as well as learning strategies to support academic success.
- **Newcomer Class** (Students in the US fewer than 3 years) In this class, the Focus on filling in academic and language gaps to transition to mainstream program or postsecondary education. The course is designed for development of conceptual, analytic, and language practices simultaneously. It includes regular use of all modes of language and highly individualized programs and lessons.

Teacher Qualifications and Professional Development

All core teachers at Lodestar are authorized to teach English Learners, most through a Cross-cultural, Language and Academic Development (“CLAD”) Certification. In addition, Lodestar will provide stipends to teacher’s base salaries to assist in recruitment of teachers who:

- Hold a Bilingual, Cross Cultural, Language and Academic Development (“BCLAD”)
- Speak Spanish, which is the dominant home language of our target neighborhood

In addition to the supports above, all Lodestar will provide professional development to all administrators and teachers, both core and non-core, on effective Integrated ELD Strategies.

Program Assessment and Monitoring

Metrics to assess the progress of Lodestar EL program include:

- EL students are making strong academic progress as measured by school-based assessments
- EL students are classified as proficient in English in five to seven years, or less
- EL students are proficient in English Language Arts as evidenced by proficiency on state and other standardized exams
- EL students are meeting promotion standards to advance from grade level to grade level, evidencing mastery of foundational skills and core subjects on par with native English-speaking students

If Lodestar finds that students are not making sufficient academic progress as indicated through ELPAC results and the above data, it will modify the EL program as needed.

Supporting Socio-economically Disadvantaged Students

The Lodestar program in place was designed specifically to support socio-economically disadvantaged students, with a focus on the academic qualities, college readiness skills, and guiding principles necessary to achieve our mission of preparing students for college and the career of their choice. Lodestar currently serves a population of students from which approximately 80% are socio-economically disadvantaged, as measured by participation in the Free and Reduced Lunch program. The instructional program outlined in Element A is designed to support students in

overcoming the obstacles they face, through high expectations, rigorous curriculum, a focus on the whole child, family involvement, and intense professional development of their teachers. Highlights of this program, which in turn serve socio-economically disadvantaged students, include but are not limited to the following:

Holding Every Student to High Expectations

- Schoolwide beliefs, by teachers, parents, and students that all students will go to college
- Regular, standards-based assessments to track mastery of learning standards and inform instruction
- Passage portfolios and presentation during which student demonstrate their readiness for the next grade level
- Untracked heterogeneous classrooms
- College-counseling for every student

Delivering Rigorous, High Quality Curriculum

- Curriculum based in the State Standards
- Authentic learning experiences
- Focus on English language acquisition
- Supports built into the school day and provided after school for tutoring, homework help, intervention, and enrichment
- Access to 1:1 technology

Serving the Whole Child

- Cultivation of a caring school culture that includes restorative practices where every child is known
- Social Emotional counseling for individuals and groups who demonstrate a need
- Two meals made with local, organic foods available daily to all student

Involving Families

- Courses for families (curriculum range from adolescent development and raising a healthy teenager to supporting college and career readiness)
- Weekly “Coffee Tuesdays” that serve as a forum for family learning/discussion
- One-on-one meetings with teachers three times a year to discuss progress and individual goals for their child

Cultivating Teaching Excellence

- Teachers conduct regular analysis of student data to improve instruction

- Teacher professional development on the following possible topics: trauma-informed practices, vicarious/secondary trauma and self-care practices, restorative practices, McKinney-Vento protections, etc.

In addition, Lodestar regularly disaggregates its assessment data to look at the achievement of this sub-group as compared to the school at large and non-disadvantaged peers. If data indicates that the group is struggling, adjustments in program and instruction will be made. If data indicates that a student within this subgroup is struggling, this triggers the COST process described in depth above and the corresponding support services as needed to ensure the child closes any gap and is able to meet our mission of college and the career of their choice.

Supporting Students Achieving Above Grade Level/Gifted Students

Lodestar is committed to supporting all students in excelling in its program. Academically high-achieving students will be identified through teacher recommendation, grade reports, test scores, and/or other assessment measures. As with all of our students, Lodestar will also maintain high academic expectations for high achieving youth. Families and students are involved in the process of setting and maintaining high standards at triennial Student Led Conferences where goals are crafted to meet the specific growth goals of each individual student. In addition, high achieving students at the high school level may be encouraged to enroll in challenging internships and college level coursework at local universities, community colleges, and/or online courses as appropriate for each student's needs.

Supporting Unsheltered Students

Lodestar is committed to developing a program aimed at serving unsheltered students. This program will be developed with the input of all stakeholders and community partners. The program will devise methods for targeting recruiting of unsheltered students, as well as will build out wrap around academic, social-emotional, and physical health services for unsheltered students.

GOALS AND ACTIONS IN THE STATE PRIORITIES

Pursuant to Education Code Section 47605(c)(5)(A)(ii) and 47605(c)(5)(B), Lodestar has identified annual goals to be achieved in the state priorities school-wide and for all pupil subgroups, as described in Education Code Section 52060(d), and specific annual actions to achieve those goals. These priorities include:

1. Quality Teachers, Curriculum, and Facilities (Basic Services)
2. Alignment to and Implementation of the CCSS, with support for ELs and other subgroups
3. Parental Involvement
4. Student Achievement
5. Student Engagement
6. School Climate
7. Course Access and Enrollment
8. Student Outcomes

Lodestar's pupil outcomes related to annual academic achievement goals will be set and disaggregated by all major subgroups identified in Education Code section 52052; including race/ethnicity, socio-economic status (SES), English Learner status, and Special Education designations, in the state priorities that apply for the grade levels served or the nature of the program operated, as well as the specific annual actions to achieve those goals, any additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those additional goals.

Lodestar acknowledges and agrees that it must comply with all applicable laws and regulations related to Local Control Funding Formula, as they may be amended from time to time, which include the requirement that Lodestar shall annually submit a Local Control and Accountability Plan /annual update to the Office of Charter Schools on or before July 1. In accordance with Education Code sections 47604.33 and 47606.5, Lodestar shall annually update its goals and annual actions to achieve those goals identified in the charter pursuant to Education Code section 47605(c)(5)(A)(ii), using the Local Control and Accountability Plan template adopted by the State Board of Education, as it may be changed from time to time. Lodestar shall comply with all requirements of Education Code section 47606.5, including but not limited to the requirement that Lodestar "shall consult with

teachers, principals, administrators, other school personnel, parents, and pupils in developing the annual update.” (Ed. Code § 47606.5(e).)

02. Measurable Student Outcomes

District Required Language

“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.” – Ed. Code § 47605(c)(5)(B)

Increases in Student Academic Achievement, Overall and by Subgroup

In accordance with Education Code section 47605(c)(5)(B), Charter School’s pupil outcomes will be set related to increases in pupil academic achievement both schoolwide and for all numerically significant subgroups of pupils served by the charter school, as that term is defined in paragraph (4) of subdivision (c) of section 47607. The pupil outcomes shall align with 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. Charter School’s LCAP goals will serve as the goals for this section unless Charter School’s LCAP goals do not include increases in student academic achievement by subgroup, in which case such goals should be included below.

Charter School hereby grants authority to the State of California to provide a copy of aggregated (by school, numerically significant subgroups, etc.) test results directly to the District. Test results for the prior year, if not provided directly to the District by the State in a timely manner, will be provided by the Charter School to the District, upon request, no later than September 1 of each year.

Application of Education Code section 47607.3

Under Education Code section 47607.3, if Charter School meets certain criteria outlined in section 47607.3(a), the following shall apply:

- Depending on circumstances specified in section 47607.3, either the county superintendent of schools or the chartering authority shall provide technical assistance to the charter school using an evaluation rubric adopted by the State Board.
- The entity providing technical assistance may request assistance from the California Collaborative for Educational Excellence, which may, after consulting with the Superintendent and with the approval of the State Board, provide advice and assistance to the charter school.
- The chartering authority shall consider for revocation any charter school to which the California Collaborative for Educational Excellence has provided advice and assistance, and has made findings that: 1) the charter school has failed, or is unable, to implement the recommendations of the California Collaborative for Educational Excellence; or 2) that the inadequate

performance of the charter school, based upon the evaluation rubric, is so persistent or so acute so as to require revocation of the charter.

LIGHTHOUSE COMMUNITY PUBLIC SCHOOLS OUTCOMES

LCPS Organizational Objectives and Key Results (OKR) drive long and short term goals for continuous improvement at LCPS and at Lodestar.

	Objectives	LCPS Key Results
QUALITY	1. Our students are at school and engaged every day.	A) Attain attendance/ engagement + work completion rates of 96%+ at each school and across all student groups.
	2. Our students are learning, equipped with social-emotional skills, and meeting growth/performance targets to succeed in college.	A) Meet 50% proficiency across SBAC (or equivalent on MAP/ANET)ELA & Math across Grades 3-8; for Grade 11, 50% in Math and 75% in ELA; eliminate local and state variances by student sub groups.
	3. We grow and develop in service to our students.	A) 100% of all staff receive a documented biweekly 1:1 check-in with a direct supervisor grounded in observation, data, feedback, and/or development.
CULTURE	4. We create safe, inclusive, and equitable conditions and outcomes for all of our stakeholders.	A) Reduce suspension rates across all student groups to <2%, particularly our African American and SWD. B) 70% positive responses on Family Survey questions on Panorama across all student sub groups C) Increase teacher and operational staff engagement to 70% on annual Q12 across all demographic groups. D) Retain 85% of effective teachers and staff (as measured by LCPS Framework for Transformational Teaching and end-of-year review) E) 50% of all new instructional/ leadership staff for 2021-22 SY identify as African American and Latinx
	5. We guarantee our commitment to Oakland children and families.	A) Successfully renew charters at Lighthouse K-8 and Lodestar.

IMPACT		B) Increase student retention year-over-year to 90% across sites and for all student groups, specifically our African American students.
	6. We have a sustainable financial model.	A) Enroll 100% of budgeted seats every day. B) Finish 2020-21 with a 3.2% contribution to reserves.

LODESTAR OUTCOMES IN ALIGNMENT WITH STATE PRIORITIES

In alignment with Education Code Section 47605(c)(5)(B) and 52060(d), Lodestar has set intermediate goals and achievement milestones which align to The California Schools Dashboard and the Eight State Priorities. These priorities are as follows:

1. Quality Teachers, Curriculum, and Facilities (Basic Services)
2. Alignment to and Implementation of the Common Core State Standards (CCSS), with support for ELLs and other subgroups
3. Parental Involvement
4. Student Achievement
5. Student Engagement
6. School Climate
7. Course Access and Enrollment
8. Student Outcomes

At the classroom level, benchmark skills and specific content-area skills are identified, monitored, and assessed that build toward these goals. If data should indicate that the school is not meeting these intermediate goals and measures, the school will modify its program to improve performance in that area and these modifications will be reflected in the LCAP Annual Update.

Lodestar will comply with all requirements pursuant to California Education Code §47605(b)(5)(A)(ii) including developing annual goals, for all pupils (i.e. schoolwide) and for each subgroup of pupils as identified in California Education Code § 52052, for each of the applicable eight (8) state priorities identified in California Education Code § 52060(d).

Furthermore, Lodestar acknowledges and agrees that it must comply with all applicable laws and regulations related to AB 97 (Local Control Funding Formula). Lodestar will comply with all elements of the Local Control Accountability Plan pursuant to regulations and templates adopted by the State Board of Education. This includes the annual submission of a Local Control and Accountability Plan

(LCAP) or LCAP update, as appropriate, to OUSD and the Alameda County Superintendent of Schools on or before July 1 of each year pursuant to California Education Code § 47605(b)(5)(A)(ii), using the Local Control and Accountability Plan template adopted by the State Board of Education, as it may be changed from time to time. As set forth in Education Code § 47605.5(a), the annual update shall include:

- A review of the progress towards the goals included in the charter, an assessment of the effectiveness of specific actions toward achieving those goals, and a description of the changes to the specific actions Lodestar will make as a result of the review and assessment.
- Listing and description of the expenditures for the fiscal year in implementing the specific actions included in the charter as a result of the reviews and assessments, classified using the California School Accounting Manual.

Lodestar reserves the right to establish additional, school-specific goals and corresponding assessments throughout the duration of the charter.

Finally, Lodestar shall comply with all requirements of California Education Code § 47606.5 (e), including but not limited to the requirement that Lodestar “shall consult with teachers, principals, administrators, other school personnel, parents, and pupils in developing the annual update.”

Lodestar’s outcomes are detailed in **Figure B.XYZ** below, which align with the state priorities and the charter school’s goals and actions to achieve the state priorities, as identified in Element A of the charter.

Goal 1: Lodestar Students are academically proficient. <i>This work is aligned to state priorities 1, 2, 4 and 8 and LCPS OKRs Objectives 1 and 2.</i>	
Measures	Growth Goals
<ul style="list-style-type: none"> • 50% of students meet grade level proficiency in ELA as measured by the SBAC, overall and in each of the significant subgroups. • 50% of students meet grade level proficiency in Math as measured by the SBAC, overall and in each of the significant subgroups. • The percent of students who are high achieving or high growth on the ELA portion of the NWEA will grow by 1% annually until the goal of 80% or greater is met. 	<ul style="list-style-type: none"> • Percent of students who are level 3 or 4 in ELA will increase by 5% by 2022 and 10% by 2025 above a baseline of results from the first COVID state assessments, overall and for all significant subgroups, as measured by the SBAC. • Percent of students who are level 3 or 4 in math will increase by 5% annually on average above a baseline of results from the first COVID state assessments,

<ul style="list-style-type: none"> ● The percent of students who are high achieving or high growth on the Math portion of the NWEA will grow by 1% annually until the goal of 80% or greater is met. ● 75% percent of English Learners meet the English Learner progress indicator criteria as defined by the California state dashboard. 	<p>overall and for all significant subgroups, as measured by the SBAC.</p> <ul style="list-style-type: none"> ● The percent of students who are high achieving or high growth on the ELA NWEA will grow by 1% annually, overall and for significant subgroups ● The percent of students who are high achieving or high growth on the Math NWEA will grow by 1% annually, overall and for significant subgroups ● The percent of English Learners making annual progress toward fluency will increase by 10% annually.
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Actions

- a. Develop plan for high school, to launch in 2020-21, that ensures all students have access to and meet A-G requirements
- b. Utilize grade-level and standards-aligned ELA and math curricula in all classrooms
- c. Refine and utilize data management systems to track student progress toward proficiency in relation to multiple measures of student achievement.
- d. Provide targeted interventions for students identified as needing additional support through MTSS
- e. Develop individual student schedules that allow for grade-level ELA and math instruction, high-quality learning expeditions, and targeted interventions.
- f. Action not continuing
- g. Leverage technology to provide additional student math and reading practice.
- h. Develop and teach learning expeditions that integrate ELA, making, and the arts with science and social studies content, allowing students to learn deeply for authentic reasons.
- i. Assess student reading and math achievement triennially to monitor student growth and identify students in need of interventions.
- j. Implement interim assessments and bi-weekly data meetings to assess student mastery of CCSS in ELA and math.
- k. Roll-out modified MTSS structures in order to identify students in need of additional academic supports
- l. Quarterly Professional Development Institutes support teachers to develop the EL Core Practices
- m. Provide Designated ELD instruction targeted to proficiency levels, aligned to the ELD standards, and designed to move students toward English proficiency.

- n. Use Spanish crew to develop Spanish literacy and academic vocabulary for native Spanish-speakers.
- o. Use growth targets for English Language Proficiency that lead to reclassification
- p. Provide professional development for teachers on understanding ELPAC scores and ELPAC growth
- q. Develop and implement a portfolio assessment system.
- r. Align passage structures to Graduate Profile
- s. Support teacher knowledge of CCSS-aligned curriculum through week-long summer Curriculum Institute and quarterly Professional Development course groups
- t. Cultivate partnerships with local organizations and individuals to support fieldwork, local experts, and service projects.
- u. Support student academic proficiency through increased Instructional Aide support.
- v. Closely monitor SBAC test completion to ensure all students take the test.

Goal 2: Lodestar Students are healthy relationship-builders who are connected to the community and each other.

This work is aligned to state priorities 5 and LCPS OKRs Objective 4.

Measures

- 2% or fewer students have a suspension during the school year, overall and within each of the significant subgroups.
- Fewer than 5% of students are Chronically Absent, according to state definitions, overall and within each of the significant subgroups.
- 70% positive responses to Student Interactions and Attitude & Culture SCAI Dimensions on the SCAI, overall and in each of the significant subgroups.

Growth Goals

- Reduce suspension to 2% for the school year, overall and within the significant subgroups.
- Reduce chronic absenteeism by 2% every year from baseline, overall and within each subgroups until 5% CA rate is attained.
- Increase student positive responses on eh SI and AC SCAI Dimensions by 5% each year until goal is attained.

Actions

- a. Utilize crew as a venue in which students are supported socially, academically, and emotionally
- b. Incorporate community fieldwork and service learning into the curriculum.
- c. Develop opportunities for student leadership
- d. Provide healthful universal breakfast
- e. Refine and utilize data management systems to track student culture and behavioral data
- f. Utilize a Restorative Justice model to provide social, emotional and behavioral support through Deans of Students.

- g. Provide targeted interventions for students identified as needing additional behavioral and social-emotional support through MTSS, including an expansion of counseling services.
- h. Train all teachers in the use of Restorative Justice practices in the classroom.
- i. Align attendance procedures to support the identification of students at risk of chronic absence and implement identified interventions.
- j. Roll-out modified MTSS structures in order to identify students in need of additional behavioral and social-emotional supports

Goal 3: Lodestar Families are connected to the school and each other as partners in their children’s education.

This work is aligned to state priorities 3 and 6 and LCPS OKRs Objectives 4 and 5.

Measures	Growth Goals
Annual growth toward the following targets: <ul style="list-style-type: none"> ● 95% of families participate in their child’s Student-Led Conferences at least one time during the school year. ● 70% positive responses to Winter Family Survey connection questions. ● 70% positive responses to family partnership questions on Winter Family Survey. 	<ul style="list-style-type: none"> ● Increase positive responses on family survey by 5% annually until goal is attained

Actions

- a. Use crew to provide a small venue in which students are supported socially, emotionally, and academically
- b. Hold Student-Led Conferences three times per year with families and crew leaders to monitor progress toward the Graduate Profile and set goals
- c. Provide opportunities for families to advise school through formal and informal leadership structures.
- d. Principals hold twice yearly “State of the School” meetings with families around areas of school focus to share data and get input.
- e. Hold parent learning events based on parent interest, need, and school goals.
- f. Provide Spanish translation at all parent meetings and Student-Led Conferences.
- g. Utilize family portal to better keep families informed of student progress and school events.

Goal 4: Lodestar Staff are engaged members of the school community.

This work is aligned to state priorities 6,7,8 and LCPS OKRs Objectives 3 and 4.

Measures	Growth
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<p>Annual growth toward the following targets:</p> <ul style="list-style-type: none"> ● 75% of LCPS staff are engaged on the Q12. ● 85% of LCPS staff are satisfied with their total compensation package. 	<ul style="list-style-type: none"> ● Increase staff engagement on the Q12 by 3% each year
Actions	
<ul style="list-style-type: none"> a. Quarterly Professional Development Institutes support teachers to develop the EL Core Practices b. Teachers are regularly observed and provided feedback to continually improve practice. c. Provide teachers with Preliminary credentials are provided with BTSA Training and a BTSA Coach to ensure the Clear their credential within the term of licensure. d. Continue to implement a new compensation model, including retention bonuses for staff at key retention points. e. Provide 8% matching retirement contribution for all staff. f. Support Diversity, Equity and Inclusion work through quarterly professional development. g. Review and refine Teacher Growth and Development framework. 	
<p>Goal 5: Lodestar students develop the mindsets to be successful in college and the career of their choice <i>This work is aligned to state priorities 4,5,8 and LCPS OKRs Objectives 4.</i></p>	
Measures	
<ul style="list-style-type: none"> ● The percentage of students who positively rate their voice in school decision-making and/or opportunity for feedback, as measured by student survey, will increase by 1% each year until the target of 75% is met. 	
Actions	
<ul style="list-style-type: none"> a. Use HOWL Learning Targets (Habits of Work and Learning) to promote student character development. b. Support students with college and career readiness via the crew curriculum grades K-12. c. Visit college in an age-based developmental progression. d. Cultivate partnerships with local organizations and individuals and connect to resources in order to support college readiness. e. Seat student governments and BSU 	

Collective MPOs

Charter School sets the following targets for Measurable Pupil Outcomes related to school culture and climate.

Collective MPOs for K - 5	
1. Annually, at least 60% of families complete a school survey that includes questions about school safety, satisfaction with academic instruction, and voice in school decision-making.	
MPO	Target (%)
2. Each year, at least 70% percent of families positively rate school safety.	70%; yearly growth of 3% until target is reached
3. Each year, at least 70% percent of families positively rate academic instruction.	70%; yearly growth of 3% until target is reached
4. Each year, at least 70% percent of families positively rate their voice in school decision-making and/or opportunity for feedback.	70%; yearly growth of 3% until target is reached

Collective MPOs for Middle and High Schools	
1. Annually, at least 70% of students complete a school survey that includes questions about school safety, satisfaction with academic instruction, and voice in school decision-making.	
MPO	Target (%)
2. Each year, at least 70% percent of students positively rate school safety.	70%; yearly growth of 3% until target is reached
3. Each year, at least 70% percent of students positively rate academic instruction.	70%; yearly growth of 3% until target is reached
4. Each year, at least 70% percent of students positively rate their voice in school decision-making and/or opportunity for feedback.	70%; yearly growth of 3% until target is reached

Additional Site Based MPOs	
MPO	Target (%)
Each year, 95% of families will attend their child's student led conference meetings.	95%
Each year, 90% of students will identify a caring and trusting relationship with at least one adult within the school community.	90%

Student Outcomes

Students at Lodestar show mastery in what EL Education describes as the Expanded Definition of Student Achievement. In order to achieve the school mission of college and career of choice, an educated person who graduates from Lodestar must have mastery of:

1. Academic and Content Performance Standards
2. College Readiness Skills
3. Character and Mindset

More information on these Student Outcomes may be found in “What It Means to be an Educated Person in the 21st Century” in **Element A**. Methods for assessing student mastery of academic content performance standards are detailed in **Element C**.

Graduation Standards

In order to graduate from Lodestar, students must master content Learning Targets in all areas: Language Arts, Mathematics, Social Studies, Science and Engineering, World Languages, Visual/Performing Arts, Physical Fitness and Academic Elective courses. These Learning Targets are aligned with the California Common Core Standards (CCCS), California State Standards (CSS), and Next Generation Science Standards (NGSS). By virtue of completing this required course work, all students will have the opportunity to fulfill and exceed the UC and CSU A-G course requirements in the high school years.

All students at Lodestar, including students who have special needs, students who are English Language Learners, and/or students who are socioeconomically disadvantaged, will be expected to meet these outcomes, but may be provided additional support and/or accommodations as needed and/or legally required according to each student’s Individual Education Plan (IEP) and/or Individual Learning Plan (ILP). The Graduation Requirements are detailed in **Element A** of this charter.

03. ASSESSMENT METHODS

District Required Language

“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.” – Ed. Code § 47605(c)(5)(C)

VISION FOR ASSESSMENT

As a school that has adopted EL Education as its school model, Lodestar provides authentic, rigorous, and diverse assessment opportunities for students to communicate and demonstrate their progress on and mastery of skills and knowledge. At Lodestar, we believe that assessment practices should motivate students to become leaders of their own learning and clearly communicate progress to students and families. Students track their progress toward State Standards-based learning targets, set goals, and reflect on growth and challenges. Students and teachers regularly analyze quantitative and qualitative data that include assessments, reflections, and student work and use those data to inform goals and instruction.

All assessment tools used at Lodestar are aligned to the Academic and Performance Content Standards described in **Elements A** and **B**. Assessment takes place in all grades and across all subjects. Grades 3 through 11 use the Smarter Balanced Assessment Consortium (SBAC) as adopted by the State of California; coherent assessments that build toward the knowledge and skills assessed by SBAC are used in K-2. LCPS is invested in and committed to using this assessment system, which we believe provides the best way of measuring our implementation of the CCSS, providing both reinforcement and accountability for our program.

Students regularly present evidence of their achievement and growth through student-led family conferences, passage presentations, and celebrations of learning. Because of Lodestar’s expanded definition of student achievement, assessment methods incorporate opportunities for students to demonstrate academic proficiency, character development, and production of high-quality work. Assessment data will be used throughout the year to engage students, teachers and families in reflecting on student achievement on both an individual student level and a program level.

All assessment tools used at Lodestar align to the core academic knowledge and skills articulated in the LCPS Graduate Profile. Assessment will take place in all grades and across subjects, as well as in the area of character development. Assessment will be used formatively to inform understanding of student next steps; summatively to mark student progress toward mastery; and organizationally to engage teachers in reflecting on student achievement and to design professional development that supports to meet the needs of all students.

Student assessment at Lodestar will include:

- Curriculum embedded assessments aligned to learning targets
- Portfolios to provide an ongoing record of high-quality work that meets mastery,
- Formative Assessments to measure achievement on an ongoing basis
- Presentations to share and defend learning
- Student Led Conferences to reflect on progress and set goals
- Growth Metrics
- State assessments and/or other standardized tests, as required by Education Code 47605(c)(1),
- PSAT and SAT to support college readiness

Through data-based inquiry and guided reflection, assessment practices and outcomes at Lodestar will also be used to improve the educational program at the school by:

- Identifying whole school and/or individual professional development needs
- Identifying students in need of academic intervention
- Identifying content and skills in need of re-teaching
- Setting whole school and/or grade level achievement targets
- Setting individual student goals

FORMS OF ASSESSMENT

In order to ensure that all students within Lodestar are achieving the student outcomes detailed in Elements 1 and 2, assessment will be consistent, continuous, and based on the external and internal measures of evaluation shown below. Data will be kept and analyzed for both internal and external assessment measures and used to inform and/or adapt teaching practices along with school structures, systems, and policies. It will also serve a critical role in reporting student and school achievement and progress to caretakers.

Learning Targets & Mastery Based Grading

Learning targets are the foundation of a student-engaged assessment system. Teachers translate required standards into learning goals for courses, projects, units, and lessons in language that students can understand and own. Teachers refer continually to learning targets during the lesson, check for understanding of learning targets, construct formative and summative assessments that match learning targets, and track students' progress toward targets. Students demonstrate their ownership of their learning by articulating the connections between learning targets and the work of the lesson and by showing evidence of their progress toward meeting them.

Teachers report progress toward specific State Standards-aligned learning targets (not just letter grades). Leaders and teachers ensure that students and families understand the connection between classroom grading policies and Charter School reporting practices. This information is included in the

Student and Family Handbook and family education/information sessions. Teachers often ask students to track and record their own progress toward meeting learning targets during class time.

Learning Targets for students with special needs will be aligned with the goals stated in each child's IEP. Classroom level standards for English Learners will be aligned the English Language Development Standards.

Curriculum Embedded Assessments

Teachers of core and non-core classes will measure student progress toward Learning Target mastery through curriculum embedded assessments and teacher-created assessments on a regular and on-going basis. This ongoing work (e.g. journals, essays, labs, tests, reports, projects and products) will be assessed on a predetermined rubric and may be open for revision.

Portfolios

Students and teachers will work together to regularly assess work and gather evidence of mastery of State Standards into the Student Portfolio. Portfolios may hold a variety of materials, including content and performance assessments, cooperative and individual class work, and final projects and products. These Portfolios serve to provide a record of on-going work, support teachers, students, and parents in reflecting on a student's academic growth over time and make student learning visible to families and the community, in both Student Led Conferences Meetings and Expositions of Student Work (detailed below).

Passage Presentations

At the conclusion of sophomore and senior years, all students present evidence of their progress and achievement as learners before a committee composed of students, parents, staff, and community members. Such presentations give students the opportunity to demonstrate that they have mastered the content of their classes, completed high quality work, and demonstrated growth and development towards the LCPS Graduate Profile. These presentations of learning also require students to meet the "real world standard" created by a panel of judges from different sectors of the community.

Student Led Conferences & Goals

Each student at Lodestar has individualized goals based on their Student Led Conferences ("SLCs"). Parents, students, and teachers come together three times a year, once to develop the SLC goals and a second and third time to reflect on progress toward achieving the goals, in addition to setting new goals and/or developing new strategies if necessary.

Diagnostic and Growth Measures

At the beginning of each school year, the Lodestar will conduct diagnostic assessments of each student to establish baseline levels of mastery. The NWEA MAP or internally developed tools will be used to establish established baseline performance and measure growth in Reading and Math (detailed further in Interim Assessments and State Assessments, below). The ELPAC will measure students' English Language proficiency across the domains of listening, speaking, reading and writing. As work at the state level progresses, the charter school will expand or replace these measures as needed to ensure alignment with the State's objectives and priorities.

English Language Development Assessments

The ELPAC will be used each year or within 30 days of a new English Learner’s entry if they have not been previously assessed in California in order to establish baseline levels of language development in listening, speaking, reading and writing. Within each unit of study, teachers will use rubrics to assess student mastery of the forms, functions, and content vocabulary embedded within each unit of study, aligned to the ELD standards. In addition, they will use rubrics targeting general academic language usage to support them in listening, recording, and analyzing student interactions in a variety of social settings (i.e. whole group, small group, one on one). Together, these measures will provide the needed information about what language forms, functions, and structures the student has mastered and where the student needs support next to maximize growth.

State Assessments

As required by Education Code 47605(c)(1), Lighthouse Community Charter High will annually administer each of the following assessment measures under the California Assessment of Student Progress and Performance (“CAASPP”), or legal equivalent, to all students required to take each battery of tests:

- Smarter Balanced Assessment Consortium
- California Science Test
- English Language Proficiency Assessment for California
- Physical Fitness Test

PSAT and SAT

To support our students in their college preparation, Lodestar offers the PSAT on campus for all 9th, 10th and 11th graders. All high school students will take the SAT at least once prior to graduation. The PSAT and SAT data will be reviewed on an annual basis by high school faculty and administration, to determine strengths and areas of challenge and make an action plan to further accelerate student achievement on these assessments moving forward.

ASSESSMENT METHODS ACROSS CONTENT AREAS & SUBJECT MATTERS

Figure 3.1 provides a matrix of the internal and external assessment methods used across content areas and subject matters.

Figure 3.1 Assessment Methods across Content Area and Subject Matter

Domain	Subject Matter	Internal Assessment Measures	External Assessment Measures
LCPS Graduate	English	<ul style="list-style-type: none"> ● Tests and quizzes ● Focus paragraphs ● Writing pieces across genres 	SBAC NWEA MAP ELPAC

Profile Academic Knowledge	Language Arts	<ul style="list-style-type: none"> ● Seminar, debate, and discussion ● Creative presentations of literature ● Presentations and performances ● Simulations ● Interim Assessments ● Research Paper 	SAT SAT II
	Mathematics	<ul style="list-style-type: none"> ● Tests and quizzes ● Focus Paragraphs ● Complex mathematical problems (problems of the week / day) ● Interim Assessments ● Seminar, debate, and discussion ● Group Work ● Presentations 	SBAC NWEA MAP SAT SAT II
	Social Studies	<ul style="list-style-type: none"> ● Tests and quizzes ● Focus paragraphs ● Seminar, debate, and discussion ● Presentations and performances ● Research projects and papers ● Simulations 	SAT II
	Science	<ul style="list-style-type: none"> ● Tests and quizzes ● Focus paragraphs ● Scientific Inquiries ● Lab Reports ● Posters ● Research projects ● Seminar, debate, and discussion ● Presentations 	CAST SAT II
	Foreign Language	<ul style="list-style-type: none"> ● Tests and quizzes ● Focus paragraphs ● Essays and creative writing tasks ● Presentations and performances ● Seminar, debate, and discussion ● Simulations 	SAT II AP

	CTE Pathway	<ul style="list-style-type: none"> • Presentations of Work and Critiques • Focus Paragraphs • Portfolio Review • Passage Presentations • EXPO • Industry Panel Reviews 	None
	Visual Arts	<ul style="list-style-type: none"> • Tests and quizzes • High Quality Work reviews • Art reviews and critiques • Gallery exhibitions 	None
	Electives	<ul style="list-style-type: none"> • Tests and quizzes • Focus paragraphs • Seminar, debate, and discussion • Presentations / galleries • Performances • Simulations • Research Papers • Physical Demonstrations 	PFT

LCPS Graduate Profile Purposeful & Self Aware	<ul style="list-style-type: none"> • Habits of Work & Learning Grades • Passage Presentations, 10 Year Plan • Career Presentations, College Applications • Internship reflections 	None
LCPS Graduate Profile Relationship Builders	<ul style="list-style-type: none"> • Passage Presentations • Habits of Work & Learning Grades 	None
LCPS Graduate Profile Committed to Service & Justice	<ul style="list-style-type: none"> • Passage Presentations 	None
LCPS Graduate Profile Lifelong Learner	<ul style="list-style-type: none"> • Passage Presentations • Habits of Work & Learning Grades 	None

As indicated in the introduction of Element 3, our broad variety of assessments will be used across grade levels and subject areas. Figure 3.2 is provided below to visually capture the scope and sequence of these assessments, including timeline and minimum performance levels. As the CDE makes changes within CAASPP to the instruments used and/or grade levels and subject areas assessed, the charter school will modify this continuum to ensure alignment to the state requirements.

Figure 3.2 Assessment Scope and Sequence

Assessment Tool & Purpose	Grade Levels	Subject Areas	Timeline	Minimum Performance Level
<p>ELPAC Measure English Learners mastery of ELD standards, including listening, speaking, reading and writing Provide criterion-referenced data on student mastery</p>	K-12	ELD Across Subject Area Settings	Upon enrollment in California schools Annually until reclassified	Level 4 (Well Developed) Or, growth at a rate that will achieve Well Developed within 5 to 7 years of introduction to the language
<p>Coursework & Content Assessments Measure standards mastery</p>	K-12	ELA Math Science Social Studies Art Spanish Pathway	Ongoing and at the end of each unit of study	60% mastery (70% starting with the class of 2023)
<p>Student Work and Portfolio Demonstrate student mastery of grade level standards Provide evidence of student mastery in the form of authentic projects, products, and performance tasks</p>	K-12	ELD ELA Math Science Social Studies Art Pathway Graduate Profile Domains	Ongoing	70% of standards to date have evidence of mastery
<p>Student Led Conferences Reflect on student strengths and areas for growth Identify specific goals and strategies to achieve goals</p>	K-12	ELD ELA Math Science Social Studies Art	Triennial	Mastery of at least one goal

Measure growth on goals		Pathway Graduate Profile Domains		
Passage Presentations Demonstrate student mastery of grade level standards Provide evidence of student mastery in the form of authentic projects, products, and performance tasks	K, 2, 4, 6, 10, 12th grades	ELD ELA Math Science Social Studies Art Pathway Graduate Profile Domains	Annual	70% of standards have evidence of mastery
Smarter Balanced Assessment Continuum (SBAC) Measure student's mastery of grade level ELA and Mathematics standards Provide criterion-referenced data on student mastery of grade level standard	3 - 8, 11	ELA Math	Triennially (Interims and Final Summative)	Standards Met, Standard Exceeded, and categorical growth
NWEA Measure of Academic Progress Measures students growth on Reading and Math	K - 12	Reading Math	3x/year	High Achieving or High Growth
CAST Measure student's mastery of grade level science standards	11	Science	Annually	Proficient
Physical Fitness Test Measure student's physical fitness	5, 7, 9	Physical Education	Annually	Physically fit in at least 4 of 6 areas
PSAT and SAT Measure student's college readiness	9-12	Reading Writing Math	Annually	At the national norm

TEACHER AND SCHOOL USE OF DATA

Through data-based inquiry and guided reflection, assessment practices and outcomes at Lodestar will be used to maximize student learning, inform teacher practice, and improve the educational program at the school. To achieve this goal, Lodestar collects, analyzes and disseminates data to students, teachers, families, and engages in robust data practices in support of all students achieving outcomes of our Graduate Profile. Some of examples of our best practices include:

- Set and monitor measurable school and grade level goals and achievement targets, as well as actions for achieving those goals.
- Identify areas of overall strength for the Charter School and individual classes, as well as the programmatic and instructional practices that contributed to these. Then, generalize these practices as appropriate to other areas in order to leverage these strengths.
- Identify areas of overall challenge for the Charter School and individual classes, as well as their possible causes. Then, develop action steps for remediation and professional development that may be required.
- Identify small groups and individual students who require further enrichment or remediation, to maximize their development.
- Identify students who may need additional accommodations and modifications, as Tier 2 and Tier 3 under the Tiered Support Model (see Element 1).
- Identify areas of individual strengths and areas of challenge in a student’s learning, to leverage strengths and support areas of weakness and inform the development of goals for each child, made in concert with families during the SLCs.

STUDENT & FAMILY USE OF DATA

Lodestar strives to continuously inform families about their child’s progress, through a combination of formal and informal reporting structures. Informal reporting to parents may occur through such methods as face-to-face conversations, phone calls, text messages, emails, and written notes. Formal reporting to families includes Report Cards, Assessment Results, Student Led Conferences, Expositions of Student Work, and Passage as detailed in Figure 3.3. Reports are user-friendly and provided in the families’ native language. Parents have access to performance tasks, content assessments, and portfolios upon request and at SLCs and EXPOs of student work.

Figure 3.3 Formal Reporting to Caretakers

Type	Purpose	Frequency
Online Gradebook and Student Information System	<ul style="list-style-type: none">● Assessment Data● Attendance Data● Learning Target percentages● Current Habits of Work	Updated every two weeks

	<ul style="list-style-type: none"> ● Identify Learning Targets that need to “meet” ● Identify work that needs to be revised or completed to “meet” Learning Targets ● Grades in Subject Areas 	(Always accessible)
Mailings & Information Sessions	<ul style="list-style-type: none"> ● Share key assessment data with families as collected to ensure families have access to data on their children (e.g., NWEA, ELPAC, SBAC). ● Provide information sessions to support families in understanding assessment results, through Coffee Tuesdays and Family Learning Nights 	Ongoing
Student Led Conferences	<ul style="list-style-type: none"> ● Develop and revisit academic and personal goals ● Review student work and measure progress toward mastery of learning targets, and ultimately, passage. ● Share student performance and progress on external and internal assessments ● Develop ownership of learning and goal setting for both the student and family ● Develop student presentation skills ● Clearly articulate student progress toward passage 	Triannual
Expositions of Student Work	<ul style="list-style-type: none"> ● Share student mastery of key projects and products from the semester ● Make public classroom learning within the Charter School, with families, and with the broader community ● Develop student presentation skills and ownership of learning 	Biannual
Graduation Progress Check	Clearly delineate student progress toward graduation	Annual

Lodestar maintains our online student information system and gradebooks so all parents, students, and teachers will have constant access to real time Learning Target percentages as well as specific assessment information.

School, District and State Use of Data

Local Control and Accountability Plan

The Charter School will use the multiple forms of data collected to assess progress toward the goals outlined in **Element A** of this charter. Pursuant to Education Code Section 47606.5, on or before July 1, 2021, and each year thereafter, The Charter School will produce a Local Control and Accountability Plan, which shall update the goals and annual actions to achieve the goals identified in Element A of this charter regarding the State Priorities, using the LCAP template adopted by the State Board of Education. The Charter School shall submit the LCAP to the charter authorizer and county annually on or before July 1, as required by Education Code Section 47604.33.

School Accountability Report Card

The Charter School will compile data for the charter school each academic year to produce a School Accountability Report Card (SARC). Student achievement data will be disaggregated annually to clearly identify the academic performance of students by sub-groups (e.g., by ethnicity, gender, English Learners, socioeconomically disadvantaged students, and students with disabilities). This report will include required school data for the authorizing agency, families, Board of Directors, and community at large.

04. GOVERNANCE

“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.” – Ed. Code § 47605(c)(5)(D)

Operation by or as a Nonprofit Public Benefit Corporation

As an independent charter school, Lodestar, operated as or by its nonprofit public benefit corporation, Lighthouse Community Public Schools, is a separate legal entity and shall be solely responsible for the debts and obligations of Lodestar. Lodestar shall comply with the provisions of Education Code section 47604(b)(1) and shall not operate as, or be operated by, a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization. A for-profit educational management organization and a for-profit charter management organization are entities that manage or operate a Lodestar.

Lodestar shall ensure that, at all times throughout the term of the Charter, the bylaws of its governing board and/or nonprofit corporation are and remain consistent with the provisions of this Charter. In the event that the governing board and/or nonprofit corporation operating Lodestar amend the bylaws to change the number of governing board members, Lodestar shall provide a copy of the amended bylaws to the OUSD Office of Lodestars (“OCS”) within 30 days of adoption.

Lodestar will respond to Public Records Act requests in a timely manner and in compliance with the California Public Records Act (Government Code section 6250 et seq.).

Indemnification of District

Lodestar through this Charter agrees to defend, and indemnify and hold harmless the District, its officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter “District” and “District Personnel”) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, Lodestar’s performance under this Agreement or the Charter, the condition or use of its facilities, or any acts, errors, negligence, omissions or intentional acts by Lodestar, its Governing Board, administrators, employees, agents, representatives, volunteers, successors and assigns.

Governing Board Operation

Lodestar shall follow Education Code section 47604.1, and comply with the Ralph M. Brown Act (Government Code section 54950 et seq.); the California Public Records Act (Government Code section 6250 et seq.); Government Code section 1090 et seq.; and the Political Reform Act (Government Code section 81000 et seq.) Lodestar shall also comply with the provisions of Education Code section 47604.1(c) with respect to the location of its meetings, and broadcasting its meetings on a two-way teleconference where required.

Lodestar shall publicly post all governing board meeting agendas in accordance with the Brown Act. Lodestar shall keep accurate records of all governing board meetings, whether they were canceled, rescheduled, or held, and make board meeting documents, including board meeting minutes, available to the public either upon request or by posting on the Lodestar's website.

The District reserves the right, but is not obligated, to appoint a single representative of the District's choosing to the Lodestar governing board pursuant to Education Code section 47604(c).

Required Notifications to the District

Lodestar shall notify OCS in writing of any citations or notices of workplace hazards; investigations by outside regulatory or investigative agencies, lawsuits, changes in corporate or legal status (e.g. loss of IRS 501(c)(3) status), or other formal complaints or notices, regarding any aspect of Lodestar's operations, within one week of receipt of such notices by Lodestar. Unless prohibited by law, Lodestar shall notify OCS in writing of any internal investigations within one week of commencing investigation. Lodestar shall notify OCS within 24 hours of any dire emergency or serious threat to the health and safety of students or staff. This 24-hour notification applies to any allegations of serious misconduct related to student safety or child abuse by any student or adult that occurred on campus.

Lodestar Records

Upon receiving a records request from a receiving school/school district, Lodestar shall transfer a copy of the student's complete cumulative record within ten (10) school days in accordance with Education Code section 49068. Lodestar shall comply with the requirements of California Code of Regulations, title 5, section 3024, regarding the transfer of student special education records. In the event Lodestar closes, Lodestar shall comply with the student records transfer provisions in Element 15. Lodestar shall comply with the requirements of Education Code section 49060 et seq., regarding rights to access student records, and Education Code section 49069.3 and 49069.5 regarding transfer of records for youth in foster care.

Lodestar acknowledges that pursuant to Article XVI section 8.5(e) of the California Constitution, sections 2(e), 6, and 8 of Proposition 98, and sections 33126.1(b), 35256(c), and 35258 of the Education Code require schools, including Lodestar to provide certain information in certain formats in certain ways to the general public and specifically to parents of students at Lodestar and of the District. Lodestar further acknowledges that it has the obligation to provide all of such information to the District that is required by these referenced authorities in a timely manner so that the District may meet its obligations under those authorities as well. To the extent that there is information that the District has, but that Lodestar does not have that Lodestar needs in order to meet its obligations, the District shall provide the same to Lodestar in a reasonably timely manner upon request under Education Code section 47604.3.

Lodestar in accordance with Education Code section 47604.3, 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 as needed regarding any such inquiries. Lodestar

acknowledges that it is subject to audit by District. If the District seeks an audit of Lodestar, the District shall assume all costs of such audit. This obligation for the District to pay for an audit only applies if the audit requested is specifically requested by the District and is not otherwise required to be completed by Lodestar by law or charter provisions.

Governance Overview

Lighthouse Community Public Schools is a charter management organization which manages and operates three charter schools in Oakland: Lighthouse Community Lodestar (K-8), Lighthouse Community Charter High (9-12), and Lodestar, A Lighthouse Community Public School (K-12). See Appendix D.1 for an organizational chart.

The governance structure of Lodestar includes the following:

- LCPS Board of Directors
- LCPS Chief Executive Officer
- LCPS Chief Academic Officer
- Lodestar Principals & Other Administrators
- Instructional Leadership Teams
- Lodestar School Site Council & ELAC (Family Leadership Group)

Board members, school administration, faculty, and families are involved in the decision-making process at Lodestar. The governance structure is composed of the Board of Directors which makes decisions and works with the CEO and CAO to oversee LCPS's development and organization; two Principals (one for K - 5 and one for 6 - 12) who manage the Lodestar's operations, academic program and related activities; the Lodestar's Instructional Leadership teams whose purpose is to integrate teacher and staff voice into decisions and to increase the achievement and engagement of all students through continuous improvement of curriculum, instruction, assessment, and culture; and the Lodestar Family Leadership Group (FLG) that serves as the Site Council & ELAC which communicate the recommendations of the parents directly to the Principals and LCPS leadership.

California Nonprofit Public Benefit Corporation

Lighthouse Community Public Schools (LCPS), a California nonprofit public benefit corporation, pursuant to California Law, operates Lodestar. LCPS is governed pursuant to the Bylaws adopted by the Incorporators, as subsequently amended pursuant to the amendment process specified in the Bylaws. The Lighthouse Community Public Schools' Articles of Incorporation are included in Appendix D.2, Bylaws are included in Appendix D.3, and Conflict of Interest Code as Appendix D.4, which complies with the Political Reform Act, Government Code 1090, *et seq.*, as set forth in Education Code Section 47604.1, and Corporations Code Conflicts of Interest rules. LCPS shall update these documents as necessary to reflect any changes in regulations applicable in the future.

Board of Directors

LCPS is governed by a nonprofit 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 of Directors includes between seven (7) and fifteen (15) members. In accordance with Education Code Section 47604(c), the Oakland Unified School District may appoint a representative to sit on the Lighthouse Community Public Schools Board of Directors. All directors shall be appointed by the Board, except for the authorizer representative, if any.

The current Board of Directors at Lighthouse Community Public Schools has a vast array of experience to bring to bear in the governance of Lodestar. In an effort to diversify and ensure the board has a purview into the issues facing students and families, the LCPS will reserve seats on its board for LCPS alumni. See Appendix D.5 for the Board Roster.

The Board of Directors is composed of members who provide experience with and expertise in:

- Fiscal management
- Fundraising
- Facilities
- Special education
- Technology
- Curriculum and instruction
- Public health care
- Legal issues in education
- Oakland Unified School District
- Non-profit corporation management

Board Meetings

The Board of Directors of LCPS will meet regularly, at least every other month. All meetings shall be called, held, and conducted in accordance with the Brown Act and the Corporate Bylaws, the Ralph M. Brown Act (“Brown Act”), California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation, including but limited to SB126 and Education Code Section 47604.1(c). This includes, but is not limited to, the following:

- Regular meeting agendas will be publicly posted 72 hours prior to each meeting in a physical location within the jurisdiction of the Charter School and also on the homepage of the LCPS website with a direct and prominent link to the agenda, to encourage community and family attendance.
- Special meeting agendas will be publicly posted 24 hours prior to each meeting in a physical location within the jurisdiction of the Charter School and also on the homepage of the LCPS

website with a direct and prominent link to the agenda, to encourage community and family attendance.

- Meetings shall generally be held at a school site. The Board of Directors may also designate that a meeting be held at any place within the physical boundaries of Oakland, California, that has been designated in the notice of the meeting.
- Meetings will be open to the public and held at a place accessible to the public. In accordance with Education Code Section 47604.1(c)(3), two-way communication will be provided at each school site where LCPS operates.
- Meeting agendas will include time for community input.

The Board reserves the right to meet in closed session and discuss items for which closed sessions are permitted under the Brown Act. Actions taken in closed session will be reported in open session at the conclusion of the closed session.

The Board Chairperson will lead the meetings of the Board of Directors.

Board Duties

The Board of Directors is fully responsible for the operational and fiscal affairs of Lighthouse Community Public Schools, including all three charters it operates. The Board of Directors will be responsible for the operation and fiscal affairs of the school including but not limited to: approval of all budget-related and financial activities connected to the school, communication, negotiation and collaboration with the authorizer, personnel actions, evaluation of school programs, participation in independent fiscal and programmatic audit, and long-term strategic planning. The Board of Directors is fully responsible for the operation and fiscal affairs of the School including but not limited to the following:

- Hire, discipline, evaluate, and determine the compensation of the CEO
- Approve and monitor the implementation of general policies of the school, including effective human resource policies for career growth and compensation of the staff
- Approve and monitor the school's annual budget and budget revisions
- Act as a fiscal agent, including the receipt of funds for the operation of the school in accordance with charter school laws and the receipt of grants and donations consistent with the mission of the school
- Contract with an external independent auditor to produce an annual financial audit according to generally accepted accounting practices
- Regularly measure progress of both student and staff performance
- Involve parents and the community in school-related programs
- Execute all applicable responsibilities provided for in the California Corporations Code
- Participate in the dispute resolution procedure and complaint procedures when necessary
- Approve charter amendments as necessary and submit material revisions as necessary for Granting Agency consideration
- Approve annual fiscal audit and performance report

- Approve Annual Review and Revisions of the Local Control and Accountability Plan (LCAP)
- Appoint an administrative panel or act as a hearing body and take action on recommended student expulsions

Parent, Staff, and Board Communication

Parents and staff members are welcome and encouraged to attend open board meetings at any time, and agendas and minutes are posted on the Lodestar's website and at the Lodestar site. The LCPS Board meets every other month at one of the school sites whenever possible to support ease of access for all community members. The minutes of each governing body will be shared with the other governing bodies at each meeting with the intent of ensuring effective communication between bodies. In addition, representatives of each body will be invited to attend the meetings of the other bodies. Annually, the Board of Directors will host a parent/staff mixer where anyone interested, but especially those on the Family Leadership Group and School Based Leadership teams are encouraged to attend.

Board Committees

The Board of Directors currently has the following committees which meet regularly and in accordance with the Brown Act, as applicable (the meeting frequency ranges from three to ten meetings per year), and do not have decision making abilities, but instead make recommendations to the Board of Directors. The Board of Directors may elect to add or remove committees, or to change their meeting schedule.

- **Governance Committee**

The Governance Committee consists of all Board Corporate Officers, and meets monthly with the CEO. The Governance Committee advises the CEO, sets board agendas, vets policies, and weighs in on decisions that do not necessitate full board approval. In addition, it is responsible for ongoing review and recommendations to enhance the quality, effectiveness, and future viability of the Board of Directors.

- **Finance Committee**

The Finance Committee meets six times per year and reviews all financial statements as well as reports related to capital projects and fundraising. The Finance Committee ensures that the organization is operating within board-approved budgets and protocols.

- **Academic Accountability Committee**

The Academic Accountability Committee meets at a minimum quarterly and reviews all pertinent student achievement data. This committee also reviews and assesses the school's academic program, and makes recommendations for on-going development and refinement of the school's curricula and instructional practices.

- **Audit Committee**

The Board Audit Committee will be responsible for review of the unaudited actuals submission and oversight of the annual independent financial audit. The Audit Committee will select an independent auditor through a request for proposal format. This committee shall include no more than 50% of the Finance Committee members.

Board Professional Development

The Board of Directors will conduct an annual in-service for the purposes of training individual board members on their responsibilities with topics to include, at minimum, Conflicts of Interest, the Political Reform Act, Government Code Section 1090 et seq. as set forth in Education Code Section 47604.1, and the Brown Act through the term of the charter. Any new Board member or CEO shall undergo such training within 90 days of taking the position with the Charter School.

In addition, the Board of Directors will collaborate with the CEO and outside support organizations on an on-going basis to seek out and provide additional opportunities for training, reflection, and program assessment for Board Members. Additional topics may include academic achievement measures, school finance, facilities planning, administrative oversight, charter school law, and other trainings as needed or requested by Board Members.

Leadership Bodies that Inform School Governance & Decision Making

Instructional Leadership Teams

Lodestar has two formal Instructional Leadership Teams (ILT): one for K - 5 and one for 6 - 12. ILTs are comprised of administrators and teacher leaders. The ILT is responsible for planning and aligning on weekly professional development including co-creating agendas for department collaboration. The ILT focuses on deep dives on instructional topics (benchmarks, curriculum, etc.) to inform their work with departments. This is the team that is primarily focused on driving student growth and achievement.

School Culture Team

Lodestar has two formal School Culture Teams: one for K - 5 and one for 6 - 12. These teams are comprised of administrators, including the Deans of Students, and grade level lead teachers. The team checks in on progress towards school culture goals, identifies areas or need or support for staff, aligns on Crew plans, and designs grade level collaboration meeting agendas. This is the team that is primarily focused on driving positive school culture.

Family Leadership Group: School Site Council and ELAC

Family voice is critical to the positive governance of Lodestar. Lodestar convenes a school site council called the Family Leadership Group (FLG). FLG is composed of voluntary parent leaders and/or parent representatives, staff, and students that reflect the diversity of Lodestar. The Family Leadership Group is charged with:

- Providing input on school plans including LCAP Development
- Review School Improvement Plans
- Provide input into the school's budget
- Supporting the school's Mission
- Providing families the opportunity to weigh in on critical Lodestar issues
- Bringing concerns and appreciations of the community to the Principal, CEO and LCPS Board of Directors
- Organizing family and culture events
- Fundraising

In addition, the Family Leadership Group provides opportunities for families to advise and provide input to school leadership on programs and services for English learners, develop the school's needs assessment, implement the school's annual language census, and help make parents aware of the importance of regular school attendance.

Leadership Roles

The following is a summary of key leadership roles within LCPS and at Lodestar. Detailed job descriptions made available upon request.

LCPS Family of Schools Leadership

Chief Executive Officer (CEO)

The Chief Executive Officer is the organizational leader who oversees LCPS. The CEO's primary skill set includes organizational management and the ability to coach and develop school leadership. Additionally, the CEO needs to be a capable leader of student and adult culture, facilitator of collaboration, manager of diverse teams, and be able to enforce school policies. All of this is in service of LCPS mission, ensuring that every child can achieve college and the career of his or her choice.

The CEO will have the following core responsibilities:

- Oversight of LCPS operations, including academic programs, fundraising, budget, personnel
- Lead, manage and mentor a senior team to ensure all students, teachers, and staff have the resources they need to increase achievement and college readiness for all students;
- Supervise LCPS senior staff;
- Oversee the execution of a strategic fundraising program, which raises money for current and future Lodestar needs and ensures a healthy financial future for the organization;
- Raise the visibility of LCPS to education reform advocates and leaders;
- Ensure the maintenance of a positive, supportive atmosphere for all staff, students, families, and community members

Chief Academic Officer (CAO)

The Chief Academic Officer at Lighthouse Community Public Schools is the instructional leader for the organization. The CAO is a part of the senior leadership team for LCPS. The CAO manages Principals and other instructional leaders, monitors and evaluates strategic and programmatic outcomes and efficacy with heightened attention to our most vulnerable student populations. The CAO reports to and partners closely with the CEO to lead the instructional vision of the organization.

The CAO will have the following core responsibilities:

- Oversight of Lodestar Academic Program, including professional development, curriculum and instructional model
- Oversees development of master schedule and bell schedule to ensure programmatic outcomes
- Lead, manage and mentor academic team to ensure all students, teachers, and staff have the resources they need to increase achievement and college readiness for all students;
- Selection and supervision of the Principal

Director of Finance

The Director of Finance at Lighthouse Community Public Schools is part of the senior leadership team. The Director of Finance is responsible for administrative control and supervision of all business and financial operations of the organization (LCPS) and Lodestar. Oversight responsibilities in this role include Budget Development, Forecasting, Payroll, External Compliance and Reporting. The Director of Finance reports to and partners closely with the CEO to ensure the financial health of the organization.

Director of Operations

The Director of Operations at Lighthouse Community Public Schools is a part of the senior leadership team for LCPS. The Director of Operations is the operational leader for the organization. The Director of Operations oversees LCCHS's operations, facilities, technology, food service, custodial services and enrollment. The Director of Operations reports to and partners closely with the CEO to ensure smooth and efficient operations.

Director of Talent and Human Resources (HR)

The Director of Talent and HR is part of the senior leadership team for LCPS. The Director of Talent and HR oversees LCPS Hiring, Recruitment, Talent Pipeline, Career Pathways, Human Resources and Employee Growth and Development. The Director of Talent and HR reports to and partners closely with the CEO to ensure a robust talent strategy for LCPS. The Director of Talent and HR supports the Lodestar Principal in ensuring that well-qualified staff are hired, developed and retained.

Director of Student Services & Special Education

The Director of Student Services and Special Education at Lighthouse Community Public Schools oversees the Special Education program at LCPS. The Director of Student Services and Special Education oversees all Response to Intervention strategy, intervention services and partnerships, and compliance with all special education functions. The Director of Student Services reports to and partners closely with the CAO to ensure the needs of all students are met.

Director of Technology

The Director of Technology at Lighthouse Community Public Schools oversees the technology - infrastructure and instructional at LCPS. The Director of Technology ensures best in class technology, student safety, and quality instructional platforms that match LCPS academic outcomes. The Director of Technology reports to and partners closely with the CEO and Principals to ensure technology enhances the educational program at LCPS.

Site Based Leadership Roles

Principal

Working in partnership to create a cohesive K - 12 experience for students and families, two Principals (K - 5 and 6 - 12) manage Lodestar's operations, academic program and related activities. At LCPS, the Principal's primary role is that of the instructional leader, and the Principal holds primary responsibility for ensuring the high academic achievement of all students. The Principal's primary responsibility is to manage the school's academic program and develop and supervise teachers and other staff. The Principal is also responsible for cultivating school culture, including serving as a champion and liaison for students and families. The Principal is accountable for student and staff outcomes across grades K - 5 or 6 - 12, accelerating achievement for all students.

Assistant Principal

At Lodestar, two Assistant Principals (AP) (K - 5 and 6 -12) work in partnership with the Principal and Instructional Leadership Team to lead school culture and learning systems. The AP, together with the principal and teacher leaders, will work to foster an innovative, learner-centered community, including being tasked with the leadership of specific school initiatives/systems. The Assistant Principal's primary responsibilities will be to develop, coach, and supervise a subset of teachers and other staff and oversee specific academic programs to achieve increased academic outcomes for all students in line with the Lodestar's mission and vision.

Dean of Students

Two Deans of Students (K - 5 and 6 - 12) oversee and support Lodestar school culture. By bringing Lodestar values of community, integrity, love, social justice, and agency to life, the Dean of Students supports the creation of a community where students are prepared for success in school and life, including college and career of their choice. The Dean of Students primary responsibility is developing and supporting restorative practices and systems to ensure that all students are developing as upstanders within their community who are able to repair harm and find solutions to problems. The Dean of Students is central to creating and upholding a positive school culture where all students belong and develop as lifelong learners and community changemakers.

Teacher Leaders

Teachers assume leadership roles within the school to support their grade level teams, departments, or grade bands. Teacher leaders facilitate professional learning communities and provide mentorship to their team members.

05. EMPLOYEE QUALIFICATIONS

“The qualifications to be met by individuals to be employed by the charter school.” – Ed. Code § 47605(c)(5)(E)

Equal Employment Opportunity and Nondiscrimination

Lodestar acknowledges and agrees that all persons are entitled to equal employment opportunity. Lodestar shall not discriminate against applicants or employees on the basis of race, color, religion, sex, gender, gender expression, gender identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, genetic information, military and veteran status, or any other characteristic protected by California or federal law. Equal employment opportunity shall be extended to all aspects of the employer-employee relationship, including recruitment, selection, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and dismissal from employment. Lodestar further acknowledges that it shall not retaliate against any employee for engaging in protected activity, exercising a protected right, or initiating or pursuing any claim, proceeding, charge or complaint based upon an allegation of discrimination.

Teacher Credentialing Requirements

Lodestar shall adhere to all State and federal requirements that are applicable to teachers and paraprofessional employees. Lodestar shall ensure that all teachers meet applicable state requirements for certificated employment, including the provisions of Education Code section 47605(l). Lodestar shall maintain current copies of all teacher credentials and make them readily available for inspection.

Reporting Educator Misconduct to the California Commission on Teacher Credentialing

Lodestar shall comply with Education Code section 44030.5 with respect to reporting the change in employment status to the California Commission on Teacher Credentialing where the change of employment status is a result of an allegation of misconduct, or while an allegation of misconduct is pending, and with Education Code section 44939.5 regarding the reporting of egregious misconduct.

Employment of Felons

Lodestar shall comply with the provisions of Education Code section 44830.1 and 45122.1 with respect to the submission of fingerprints to the Department of Justice and the employment of persons convicted of violent or serious felonies.

A COMMITMENT TO QUALITY STAFF & THEIR ONGOING DEVELOPMENT

We know our mission of preparing students for college and a career of their choice, while also ensuring students are changemakers, is only possible with a staff that is dedicated to the outcomes

of all children, who are qualified for their position, and are constantly learning and refining their practice. To that end, Lodestar holds high standards for the employees it hires, while being dedicated to a selection process that is transparent and inclusive of other team members. Fair and transparent compensation and benefits and ongoing professional development for all employees is a commitment of Lighthouse Community Public Schools and Lodestar.

OVERALL QUALIFICATIONS

LCPS and Lodestar shall be nonsectarian in its employment practices and all other operations. The Charter School shall not discriminate against any individual (employee or pupil) based upon the actual or perceived characteristics of race, color, religion, creed, sex and pregnancy, childbirth or related medical conditions, nationality, national origin, ancestry, ethnic group identification, genetic information, age, physical or mental disability, medical condition, family care status, military and veteran status, marital status, sexual orientation, gender, gender identity, gender expression, 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 or prohibited by Education Code Section 220. All employees are subject to applicable state and federal employment laws. The Charter School is a school of choice and no employee will be required to work at Lodestar. All employees of LCPS and Lodestar will work under an at-will employment agreement.

The following job qualifications apply to school personnel. These qualifications may be modified at the LCPS's discretion without any need to materially revise the charter as long as any changes are consistent with the law.

The most important criterion used in evaluating potential staff members is whether or not they fully embrace the Lodestar's vision to disrupt educational inequities by providing our students and families exceptional educational opportunities every day. Grounded in our core values of community, integrity, agency, love, and social justice rooted in [EL Education Model](#), potential employees must believe in and be willing to work for college success for all students, especially those who will be first generation college students.

In addition, all employees must meet the legal requirements for employment, including relevant credentialing requirements, background checks, TB clearance, immunizations, and any additional position-specific requirements. This includes a fingerprint background check for all employee candidates who have been offered a position, as Lodestar fully complies with all applicable laws regarding criminal background checks, including Education Code Sections 45125.1 and 44237.

Lodestar maintains on file current copies of:

- Teacher credentials, as required by assignment

- Documentation of TB risk assessment or examination
- Documentation of immunization clearance
- Verification of state and federal criminal background check clearance
- Criminal background summaries, which will be maintained by the Charter School in a confidential secured file, separated from personnel files, as required by law
- Documentation of legal employment status, most commonly in the form of an I-9 Employment Eligibility Verification form and acceptable forms of identification
- All other relevant employment documentation

Finally, in compliance with Education Code § 44050 all employees must adhere to LCPS's adopted employee code of conduct on employee interactions with pupils, which is provided on an annual basis at the beginning of the school year to all employees via the Employee Handbook and to all Students and Families via the Student and Family Handbook. This information is also posted on the LCPS website.

For detailed employment eligibility requirements as they pertain to health and safety of students and staff, please see **Element F** of this petition.

SELECTION PROCESS

Selection and appointment of employees will be the exclusive prerogative of the Charter School. As such, with the exception of the Principal, those who work at the Charter School shall be selected, employed, and released by their supervising Principal, in accordance with terms and conditions of employment contained in LCPS's personnel policies (see appendix 5.1 for the **Employee Handbook**). Selection and evaluation of the Principal(s) is conducted by the Chief Academic Officer. The Principal hires the Assistant Principals. The Principal or Assistant Principals, in consultation with the Principal, hire all teaching staff. Decisions relative to the selection of all remaining employees rest with the Directors of other functional areas (Operations, Finance, etc).

To ensure the selection of a qualified and mission-aligned staff, we implement the following selection process after reviewing the job description and devising an inclusive and transparent hiring process:

- Request resumes, cover letters and written responses to prompts
- Conduct a brief phone interview for initial screening
- Conduct a follow-up interview, including a sample teaching lesson or other demonstration of job-related abilities
- Verification of credentials, past employment, and professional and personal reference checks
- Make selection and provide verbal offer
- Finalize employment agreement and extend offers of employment, dependent on passing of state and federal background checks

EMPLOYEE QUALIFICATIONS

At Lodestar, we have three categories of educators – administrators, instructional staff (teachers, non-certificated instructional staff, and extended day staff), and all other staff. We expect all of our employees, regardless of their position, to have:

- An expressed and evidenced commitment to the mission of the school and the core values of the organization
- Experience with diverse, urban populations, including an expressed commitment to anti-racist practices
- Met the expectations of state and federal requirements as they relate to their teaching position
- Demonstrated they are multi-faceted, life-long learners
- Experience and success working collaboratively with others
- Strong interpersonal communication skills with both adults and children
- Demonstrated perseverance, achievement, responsibility
- Alignment to the overall philosophies and ways of working at LCPS

Administrators

Administrator Competencies

As a strategic and visionary leader for equity, LCPS Administrators:

- **Inspire a shared vision** of college and career readiness by making high-impact decisions, setting clear academic priorities, and developing strategic plans.
- **Ensure an exceptional education for all** by articulating, fostering, and monitoring an academic program and by facilitating data-driven and equity-focused teams..
- **Encourage the heart** by promoting and courageously leading a joyful organizational & school culture that attends to the needs of the whole child and adult.
- **Empower and engage the community** by mobilizing families, students, staff, and other community stakeholders as partners to achieve our vision.
- **Enable others to act** by ensuring processes and systems of development and distributed leadership are in place that result in the recruitment and retention of a diverse and high-performing staff.
- **Innovate and problem solve** by exhibiting persistence, creativity, flexibility, motivation to make change, and the ability to imagine new approaches and opportunities for impact.
- **Model the way** as a leader for equity through skilled and culturally competent collaboration, communication, and relationship-building.
- **Embody LCPS' core values** of community, integrity, love, social justice, and agency
- **Bring passion to the founding of a new school** as a dependable, organized, solutions-oriented, and optimistic founding leader committed to both starting up and staying.

Principal Qualifications

The Lodestar Principal(s) will have the following qualifications:

- At least 5-7 years of successful classroom teaching and school leadership experience, required
- Experience teaching/leading in urban education serving students of color from low-income

backgrounds

- MA in education or related field, required; administrative credential, preferred
- Supervisory & management experience, including coaching and evaluation of teachers,
- Knowledge of learner-centered curriculum, instruction, and assessment,
- Experience working in Oakland schools preferred and charter school experience, a plus,
- EL Education experience, a plus.
- Spanish fluency preferred,

Assistant Principal Qualifications

Lodestar Assistant Principal(s) will have the following qualifications:

- At least 3+ years of successful classroom teaching and teacher/instructional leadership experience, required
- Experience teaching/leading in urban education serving students of color from low-income backgrounds
- Valid CA teaching credential required; administrative credential preferred
- MA in education, educational leadership or related field, preferred
- Knowledge of learner-centered curriculum, instruction, and assessment,
- Experience working in Oakland schools preferred and charter school experience, a plus
- EL Education experience, a plus.
- Spanish fluency preferred.

Dean of Student Qualifications

Lodestar Dean(s) of Students with the following qualifications:

- B.A. or B.S., relevant master's degree a plus
- At least 3+ years of working with students
- Experience teaching/leading in urban education serving students of color from low-income backgrounds
- Experience effectively leading teams/adults
- Experience with one or more of the following: restorative justice, responsive classroom, Expeditionary Learning
- Bilingual Spanish speaking preferred

Instructional Staff

Teachers

Teacher Core Competencies

- Be a visionary, innovative, culturally responsive, and equity-focused urban educator
- Facilitate deeply engaging student-centered learning

- Demonstrate a keen ability to create, collect and analyze authentic data to drive student learning and outcomes for all students
- Be a strong community builder and team collaborator
- Model and foster a growth mindset with agency, persistence, and flexibility
- Be a collaborative and responsible professional educator

Teacher Responsibilities include:

- Builds and maintains classroom culture that is supportive and learning-centered, undergirded by strong management, efficient procedures and systems, but most evident in the full inclusion of African-American boys, students with trauma, and students with IEPs in the social and learning community.
- Demonstrate culturally responsive pedagogy and practice including unrelenting high expectations and an assets-based approach for every student.
- Plan, internalize, and implement effective, grade-level standards-based curriculum, units, and lessons that are learner-driven and are modified or differentiated while maintaining rigor to provide access and results for students with IEPs, African-American and ELL students.
- Ensure that students are at the center of their own learning and deeply engaged in ways that foster agency and self-direction.
- Utilize, collect, and analyze rigorous, student-engaged assessments, both formative and summative, to identify and address students' areas of growth and mastery of learning objectives.
- Create positive relationships by building nurturing and affirming teacher-student, student-student, and teacher-family partnerships with a focus on building a community of risk-taking, collaborative learners.
- Grow and contribute as an educator, colleague, learner, and community member including engaging in professional development and your own growth as a teacher in service of student learning and outcomes.
- Demonstrate advocacy, flexibility, autonomy, and collegiality.
- Administer all policies and procedures in a professional and timely manner as mandated by LCPS, and state and federal agencies (i.e., attendance records, dress code, reporting of sexual/physical abuse).
- Additional Duties, as assigned by Supervisor

Teacher Qualifications

Teachers must hold the California Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment pursuant to Education Code Section 47605(l). 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 2019–20 school year shall have

until July 1, 2025, to obtain the certificate required for the teacher's certificated assignment. Teachers of English Learners in core courses will be required to hold a CLAD or BCLAD certification, or an equivalent recognized by the California Commission on Teacher Credentialing. Teachers will only teach within the restrictions of their credentials. These credentialing documents shall be maintained on file at LCPS and shall be subject to periodic inspection by the charter authorizer.

The minimum qualifications for teachers are:

- Hold at least a bachelor's degree from an accredited institution of higher education.
- Hold the Commission on Teacher Credentialing certificate, permit or other document required for the teacher's certificated assignment. (Education Code Section 47605(l)).

Non-Certificated Instructional Staff

Lodestar may also employ non-certificated instructional support staff in any case where a prospective staff member has an appropriate mix of subject matter expertise, professional experience, and the demonstrated capacity to work successfully in an instructional support capacity. Instructional support staff do not assign grades or approve students' work assignments.

After School Program Staff

After School Program Staff will be selected by the Extended Day Program Coordinator on an application and interview basis in consultation with the Principal, other staff members, teachers, and parents as appropriate. Selection will be based on experience, professional attitude, skills and ability to perform the job duties for the position.

Minimum Qualifications for After School Program Staff are as follows:

- AA degree or equivalent
- Two years' experience in a similar position preferred
- Spanish bilingual, preferred

All Other Staff

All non-instructional staff possess experience and expertise appropriate for their position within the school as outlined in the school's staffing plan and personnel policies.

Professional Development

Lodestar seeks to provide excellent instruction for our student population. As such, we have an extensive Professional Development Plan described in Element A which may include but is not limited to the following highlights:

- 5 days of paid summer professional development for all employees new to LCPS schools.
- 5 full days of all LCPS professional development each year,
- 5 full days for planning and other professional development experiences
- Students have an early-release day every Wednesday so teachers can have ongoing professional development

06. HEALTH & SAFETY REQUIREMENTS

DISTRICT REQUIRED LANGUAGE:

"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." – Ed. Code § 47605(c)(5)(F)*

Site Safety Plan

Lodestar shall develop a school safety plan, which shall include the following topics set forth in Education Code section 32282(a)(2), and which shall be updated by March 1 every year:

- (A) Child abuse reporting procedures;
- (B) Disaster procedures, routine and emergency, including adaptations for pupils with disabilities;
- (C) Policies pursuant to subdivision (d) of Section 48915 for pupils who committed an act listed in subdivision (c) of Section 48915 and other school-designated serious acts that would lead to suspension, expulsion, or mandatory expulsion recommendations;
- (D) Procedures to notify teachers of dangerous pupils pursuant to Section 49079;
- (E) A discrimination and harassment policy consistent with the prohibition against discrimination set forth in Education Code section 200;
- (F) The provisions of any school wide dress code, pursuant to Education Code section 35183 that prohibits pupils from wearing "gang-related apparel," if the school has adopted that type of a dress code;
- (G) Procedures for safe ingress and egress of pupils, parents, and school employees to and from school;
- (H) A safe and orderly environment conducive to learning at the school;
- (I) The rules and procedures on school discipline adopted pursuant to Education Code sections 35291, 35291.5, 47605, and 47605.6;
- (J) Procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on school campuses and at school-related functions. The procedures to prepare for active shooters or other armed assailants shall be based on the specific needs and context of each school and community.

Pupil Safety

Immunizations, Health Examinations, and Health Screenings

Lodestar shall comply with all federal and state legal requirements related to student immunization, health examination, and health screening, including but not limited to screening for vision, hearing, and scoliosis, to the same extent as would be required if the students were attending a non-charter

public school. Lodestar shall maintain student immunization, health examination, and health screening records on file.

Suicide Prevention Policy (Grades 7-12)

Lodestar shall adopt, at a regularly scheduled meeting, a policy on pupil suicide prevention in Grades 7 through 12 inclusive, that meets the requirements of Education Code section 215, if it serves any of those grade levels. The policy shall be developed in consultation with school and community stakeholders, school-employed mental health professionals, and suicide prevention experts and shall, at a minimum, address procedures relating to suicide prevention, intervention, and postvention, and shall specifically address the needs of high-risk groups, including, but not limited to, all of the following: Youth bereaved by suicide; Youth with disabilities, mental illness, or substance use disorders; Youth experiencing homelessness or in out-of-home settings, such as foster care; and lesbian, gay, bisexual, transgender, or questioning youth.

Employee Training

Lodestar shall ensure that all staff members receive annual training on Lodestar's health, safety, and emergency procedures, including but not limited to training on blood borne pathogens, and shall maintain a calendar for, and conduct, emergency response drills for students and staff. Lodestar shall also ensure that its employees receive the required sexual harassment training under Govt. Code 12950.1.

Lodestar shall provide all employees, and other persons working on behalf of Lodestar who are mandated reporters, with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person's employment if employed after the beginning of the school year, in accordance with the requirements of Education Code section 44691.

Employee Screening Requirements

Criminal Background Clearances and Fingerprinting

Lodestar shall comply with all requirements of Education Code sections 44237, 44830.1 and 45125.1. Lodestar shall designate and maintain at all times at least one Custodian of Records duly authorized by the California Department of Justice.

Lodestar shall maintain on file and available for inspection evidence that (1) Lodestar has performed criminal background checks and cleared for employment all employees prior to employment; (2) Lodestar has obtained certification from each of its contracting entities/independent contractors that the entity/contractor has conducted required criminal background clearances for its employees prior to provision of school site services and/or any contact with students and has requested subsequent arrest notification service; and (3) Lodestar has performed criminal background checks and cleared for service all volunteers not directly supervised by staff and who may have contact with students. Lodestar shall also ensure that it requests and receives subsequent arrest notifications from the

California Department of Justice for all employees and volunteers not directly supervised by staff. Upon request, Lodestar shall provide a copy of Department of Justice confirmation of Custodian of Records status for each Custodian of Records.

Tuberculosis Screening

Lodestar shall require all employees, and any volunteer or vendor/contracting entity employee who may have frequent or prolonged contact with students, to undergo a risk assessment and/or be examined and determined to be free of active tuberculosis (TB) within the period of 60 days prior to employment/service, in accordance with Education Code section 49406. Lodestar shall maintain TB clearance records and certifications on file.

To protect the health and well-being of our community, Lighthouse Community Public Schools has adopted and implemented a comprehensive set of health, safety, and risk management procedures and/or policies. These procedures and policies have been developed in consultation with our insurance carriers and risk management experts. These policies are reviewed annually and updated as necessary to insure the health and safety of our students and staff. A summary of these procedures and policies is distributed to all staff and families annually.

STUDENT AND STAFF HEALTH AND SAFETY PROVISIONS

Procedures for Background Checks

LCPS and Lodestar will comply with all applicable state and federal laws regarding the background checks and clearance and all State and Federal laws concerning the maintenance and disclosure of employee records. Employees and contractors of LCPS will be required to submit to a criminal background check and 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 and the Federal Bureau of Investigation for the purpose of obtaining a criminal record summary. Lodestar 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 Director of Talent and Human Resources shall monitor compliance with this policy and report to the Board of Directors on a regular basis. Volunteers who will volunteer outside of the direct supervision of a credentialed employee or supervised for more than seven (7) days if a community member and more than ten (10) days if a parent or guardian, shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

The following are the legal requirements before the first day of employment at the Charter School:

- The Commission on Teacher Credentialing certificate, permit or other document equivalent required for a teacher's certificated assignment
- State and federal fingerprint clearance as required by law

- Criminal record summaries, which will be maintained by the Human Resources Department in a confidential secured file separate from personnel files, as required under the law, if applicable
- I-9 Proof of American citizenship form with a copy of driver's license and social security card, or other acceptable identification
- A completed Employment Application for all staff
- Complete W-4 & DE-4 Income Tax forms
- Proof of Tuberculosis risk assessment or examination

Role of Staff as Mandated Child Abuse Reporters

All Lodestar employees, including non-certificated and certificated staff, shall be mandated child abuse reporters and follow all applicable reporting laws. The Charter School shall provide all employees, and other persons working on behalf of Charter School who are mandated reporters, with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person's employment if employed after the beginning of the school year, in accordance with Education Code Section 44691.

Medication in School

LCPS has adopted a policy regarding the administration of medication in school in accordance with Education Code 49423.

Emergency Epinephrine Auto-injectors

The Charter School shall stock and maintain the required number and type of emergency epinephrine auto-injectors onsite and provide training to office staff and volunteers in the storage and use of the epinephrine auto-injector as required by Education Code section 49414 and section 4119.2 of the Business and Professions Code, as they may be amended from time to time.

Blood-Borne Pathogens

The Charter School will meet state and federal standards for dealing with blood-borne pathogens and other potentially infectious materials in the workplace. The LCPS Board of Directors has established a written Exposure 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"). A draft of this policy is available upon request.

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

Drug Free / Smoke Free Environment

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

Comprehensive Anti-Discrimination and Harassment Policies and Procedures

LCPS and the Charter School are 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. LCPS has 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).

Under the direction of the Board of Directors, the CEO or designee shall be responsible for investigation, remediation, and follow-up on matters submitted to the Charter School through this procedure. 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 at the schoolsite and in public areas at the schoolsite that are accessible to, and commonly frequented by, pupils. The Comprehensive Policy and Complaint Forms are annually distributed through the Employee Handbook and the Student and Family Handbook, which are available in the appendices.

Suicide Prevention Policy

LCPS has adopted a policy on pupil suicide prevention that meets the requirements of 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. The Policy is included in Appendix 6.1.

Emergency Preparedness

LCPS has adopted an extensive Emergency Preparedness Handbook, that outlines policies and procedures for response to natural disasters and emergencies. This includes seating a schoolwide emergency team that includes administrators and counselors. LCPS requires that instructional and administrative staff receive training in emergency and first aid response, including appropriate "first responder" training or its equivalent. The training will be conducted by a certified instructor and provided during a regularly scheduled staff development meeting. The training occurs at least bi-annually. Emergency plans are maintained on file and available for inspection. ACE adheres to these plans to address the needs of each school site. Emergency drills are held periodically and as

required for fire, earthquake and lockdown scenarios. The Emergency Preparedness Handbook describes procedures for most conceivable emergencies and is available upon request.

Prevention of Human Trafficking

The Charter School shall identify and implement the most appropriate methods of informing parents and guardians of students in grades 7 through 12 of human trafficking prevention resources.

Feminine Hygiene Products

The Charter School 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.

Nutritionally Adequate Free or Reduced-Price Meal

The Charter School shall provide each needy student, as defined in Education Code Section 49552, with one nutritionally adequate free or reduced-price meal, as defined in Education Code Section 49553(a), during each school day.

California Healthy Youth Act

The Charter School shall teach sexual health education and HIV prevention education to students in grades 9-12, at least once, pursuant to the California Healthy Youth Act (Education Code Section 51930, et seq.).

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.

FACILITY SAFETY

Facility

The charter 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, including provisions for seismic safety. Toward that end, the Charter School:

- Will be housed in a facility that has received state Fire Marshal approval and that have been evaluated by a qualified structural engineer who has determined that the facilities present no substantial seismic safety hazard.
- Will be housed in a facility that complies with the Asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (“AHERA”), 40 CFR 763. AHERA requires that any building leased or acquired that is to be used as a school or administrative building shall maintain an asbestos management plan.
- Will maintain a valid Certificate of Occupancy.
- 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.

07. MEANS TO ACHIEVE BALANCE OF STUDENT POPULATION

“The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated 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.” – Ed. Code § 47605(c)(5)(G)

Lodestar aims to serve a diverse student population and offer a program that attracts the families of students who are racially and ethnically diverse, who have special needs, and who are English Learners. In order to ensure that there is a balance of students at Lodestar reflective of the general population residing within the territorial jurisdiction of the district, Lodestar has implemented and will continue to implement a student recruitment strategy that includes, but is not limited to, the following elements:

- An enrollment process that is scheduled and adopted to include a timeline that allows for a broad-based recruiting and application process.
- Distribution of promotional and informational materials in English and Spanish.
- Distributing enrollment and recruiting information in local newspapers, online news sources, and social media.
- Hosting parent information nights and community events throughout the community with locations, dates and times scheduled in a manner that ensures, to the greatest extent possible, the greatest amount of community knowledge and interest.
- Outreach meetings in local churches and other community spaces to reach prospective students and parents.
- Outreach to and networking with community-based organizations and agencies that serve the various racial, ethnic, and interest groups of the district.
- Meetings with district officials and principals of local schools to recruit students from overcrowded schools and students who may not have strong parent advocates but could benefit from a school that works to meet physical, social, emotional, and academic needs of each child.
- A yearly self-evaluation process in order to adjust recruitment strategy as needed, due to changes in demographics or outreach needs.

Lodestar shall not discriminate on the basis of the characteristics listed in Section 220 (actual or perceived disability, gender, gender expression, gender identity, 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).

08. ADMISSIONS POLICIES AND PROCEDURES

*“Admission policies and procedures, consistent with subdivision (e) [of Education Code section 47605].”
– Ed. Code § 47605(c)(5)(H)*

Documentation of Admissions and Enrollment Processes

Upon request, Lodestar will notify the District in writing of the application deadline and proposed lottery date. Charter School will ensure that all application materials will reference these dates as well as provide complete information regarding application procedures, key dates, and admissions preferences and requirements consistent with approved charter.

Lodestar shall maintain complete and accurate records of its annual admissions and enrollment processes, including but not limited to documentation of implementation of lottery and waitlist criteria and procedures in accordance with the terms of the Charter, and a record of all written communications with parents related to admissions. These records shall be made available to the District upon request.

As indicated in the affirmations included at the beginning of this petition, Lodestar shall comply with all requirements related to admissions preferences found in Education Code section 47605(e)(2)(B).

Lodestar makes concerted efforts to recruit students of all backgrounds and abilities. Lodestar will comply with all state requirements and its preferences shall not result in limiting enrollment access access for 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 per Education Code section 47605(e)(2)(B)(iii).

Homeless and Foster Youth

Lodestar shall adhere to the provisions of the McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youths. Lodestar shall provide specific information, in its outreach materials, websites, at community meetings, open forums, and regional center meetings, that notifies parents that Lodestar is open to enroll and provide services for all students, and provides a contact number for access to additional information regarding enrollment. Lodestar shall comply with all applicable provisions of Education Code sections 48850 – 48859 with respect to foster children and homeless youth.

Non-Discrimination

Lodestar shall not require a parent/legal guardian/student to provide information regarding a student's disability, gender, gender identity, gender expression, nationality, legal or economic status, primary language or English Learner status, 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, or any other information that would violate federal or state law, prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment. Lodestar may request, at the time of, and as part of, conducting its lottery process, the provision of information necessary to apply specific admissions preferences set forth in this Charter.

Lodestar shall not request or require submission of a student's IEP, 504 Plan, or any other record or related information prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment.

As indicated in the affirmations included at the beginning of this petition, pursuant to Education Code section 47605(e)(4)(A), Lodestar shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason.

Parent Engagement

Lodestar shall not require a parent or legal guardian of a prospective or enrolled student to perform volunteer service hours or attend an orientation event, or make payment of fees or other monies, goods, or services in lieu of performing volunteer service, as a condition of their child's admission, continued enrollment, attendance, or participation in the school's educational activities, or otherwise discriminate against a student in any manner because their parent cannot, has not, or will not provide volunteer service to Lodestar.

ADMISSIONS

Lodestar will be nonsectarian in its programs, admission policies, and all other operations, and will not charge tuition or discriminate against any student based upon any of the characteristics listed in Education Code Section 220.

Lodestar will actively recruit a diverse student population who understand and value the school's mission and are committed to the school's instructional and operational philosophy. Admission to the school shall be open to any resident of the State of California, although preferences will be given to students as detailed below.

Lodestar will accept all students who wish to attend. No test or assessment shall be administered to students prior to acceptance and enrollment into the Charter School. The Charter School will comply with all laws establishing minimum and maximum age for public school attendance in charter schools. 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. 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(d)(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(d)(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(d)(2)(B)(iii), as listed above.

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

Admission & Enrollment Timeline

By October 1 of each year and/or when the District releases the open enrollment period dates, Lodestar will notify the District in writing of the application deadline and proposed lottery date. The school’s enrollment window will align with OUSD’s open enrollment window and the first lottery date will be held within 30 days of the close of the open enrollment window. Lodestar will ensure that all application materials will reference these dates as well as provide complete information regarding application procedures, key dates, and admissions preferences and requirements consistent with approved charter.

The table below provides an estimated application, public random drawing, and admission schedule and process. The final schedule and due dates will be communicated to interested parents and students on the Charter School’s website on an annual basis. It is anticipated that this timeline will remain the same, but it may change over time. It may be amended without any need to materially revise the charter as long as changes are communicated to the chartering authority and are posted on the Charter School’s website.

Proposed Admissions and Enrollment Timeline

Month	Process
October - June	Recruitment events, Bilingual information sessions, meetings with family groups, home visits, school tours
November - January	Open Enrollment Period. Application forms available at school office or online at the Charter School’ website.

January	Distribution and completion of Intent to Re-enroll Forms. Determination of current students who are returning
Last Day of January	All application forms due to the Charter School
First week of February	Public random drawing conducted (if necessary)
Second week of February	Admission status notification distributed to applicants via School Mint notification
June	Registration and welcome events
June - August	Family/Student orientations held

Admissions Process

The admission process for prospective students and their families will include:

- Optional school tour
- Attendance at an enrollment meeting to understand the Lodestar’s mission and program. Multiple enrollment meetings will be held on different days of week and times of day, allowing parents to schedule attendance at their convenience and ensuring that this is not a barrier to enrollment for families. **(optional)**
- Completion of an application, which consists of basic information (i.e. name, address, contact information, grade level, and any applicable admission preferences). Applications are available on-line or in hard copy form in both English and Spanish.

All information is collected via SchoolMint, a neutral, 3rd party administrator of applications and student information.

Admission Priorities

Students will be given preference in Lodestar random public lottery if their parents desire and they are:

Priority Number	Admission Priorities
1	Siblings of enrolled and admitted students to keep families together
2	Children of Lodestar staff and LCPS Board Members (not to exceed 2.5% of total enrollment)
3	Students who are homeless/unsheltered during the time of enrollment or who become unsheltered while on the waiting list. (For the purposes of the charter, unsheltered will be defined by MCKINNEY-VENTO DEFINITION OF HOMELESS 42 U.S.C. § 11434a(2) The term “homeless children and youth”— A. means individuals who lack a fixed, regular, and adequate nighttime residence...; and B. includes — i. children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals; ii. children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings...; iii. children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar

	settings; and iv. migratory children...who qualify as homeless for the purposes of this subtitle because the children are living in circumstances described in clauses (i) through (iii).
4	Students who are currently enrolled in or who reside within the elementary school attendance area of the district's public elementary school(s) in which Lodestar is located
5	Students living in the 94621 or 94603 zip code
6	Students zoned to attend underperforming schools within OUSD ⁴ in which 70% or more of students qualify for free and reduced lunch: to provide an equitable, high-quality public school option to Oakland students and families
7	Other prospective students residing within OUSD boundaries: as required by Education Code Section 47605(d)(2)(B) and to serve as a public school option for students and families of Oakland
8	All other applicants.

Spaces will be allotted in sequential order within each of these categories with a lottery in each category as required.

Lottery Process

If more applications are received than there are available slots, Lodestar will hold a public, random lottery moderated by a neutral third party, Schoolmint, in a public location to determine the following school year's enrollment. The process will be transparent and fair, and parents/guardians need not be present to participate but are welcomed to attend. Applicants will receive lottery results via the Schoolmint platform and through a letter. Communication about both offers and waitlist status are communicated along with additional information on a families next steps to ensure their spot if a family was accepted. Once admitted, students need not apply each year, however, if students should leave Lodestar, the student will need to enter the lottery process again.

Admission priorities, deadlines, dates and times will be communicated during information sessions, in emails to all applicants via Schoolmint and on the Charter School website. Public notice of application deadlines, lottery and final response date are posted once Oakland Enrolls has made these dates public. The Charter School details the admission priorities and the steps taken when running the public drawing during the lottery time. These presentations can be made available at the request at any time if a parent did not attend the public drawing.

Waitlist

Each year, Lodestar will begin collecting applications during Oakland's open enrollment window. A lottery is held within the Oakland Enrolls lottery window within approximately 30 days of the application deadline. Only one lottery is held for applications submitted by the due date. Late applications are

considered after the application deadline, and are automatically placed on the waitlist if the number of applications surpasses the number of spaces available.

Should spaces open either before the new school year or during the course of the school year, Lodestar will contact students in the order they appear on the waiting list. Students are asked to accept the spot within 72 hours of notification. Applications are only valid for one school year and will expire in May of each existing school year and shall not carry over to the following school year.

After Acceptance

Enrollment packets for students who are admitted will also gather the following:

- Proof of Immunization and Physical Exam
- Proof of Oral Exam (Kinder only)
- Proof of minimum age requirements
- Proof of Withdrawal from Previous School (if applicable)
- Completion of general intake form to include student and family information
- Home Language Survey
- Completion of Emergency Medical Information Form
- Optional applications to School based programs (After School Program, School Meals Program)
- Release waivers for technology, fieldwork, media release
- Student/Family Handbook (including annual notifications and school policies)
- Release of Records²⁶

²⁶ The Charter School shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the Charter School before enrollment.

09. FISCAL AUDITS

“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.” – Ed. Code § 47605(c)(5)(I)

In compliance with Education Code section 47605(b)(5)(I),) and 47605(m), the Lighthouse Community Public School’s Board of Directors will oversee the selection of an independent auditor and the preparation and completion of an annual audit of the Charter School’s financial affairs. The audit will check the accuracy of the Charter School’s financial statements, revenue-related data collection and reporting practices, and review the Charter School’s internal controls. The audit will follow generally accepted accounting principles and be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of the charter school as published in the State Controller’s K-12 Audit Guide. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in any applicable Office of Management and Budget Circulars.

The LCPS Board of Directors will select the auditors after conducting a formal request for proposals from qualified auditors with experience in educational finance. The independent auditor will have, at a minimum, a CPA and educational institution audit experience and will be approved by the State Controller on its published list as an educational audit provider. The LCPS Board of Directors will then oversee and accept the independent audit. It is anticipated that the annual audit will be completed by December 15 following the close of the fiscal year, and a copy of the auditor’s report will be sent to the Charter Schools Office of the Oakland Unified School District, the Superintendent of Alameda County, the State Controller, and to the CDE by certified mail by the 15th of December of each year.

The Audit committee of the LCPS Board of Directors and staff leadership will then review any audit exceptions or deficiencies and issue an acceptance of the audit to the Board of Directors along with recommendations on how these will be resolved. Finally, the Director of Finance will create a formal report that addresses any exceptions or deficiencies and submit this report to the District including a description of how the exceptions or deficiencies have or will be resolved to the satisfaction of the District, along with an anticipated timeline for the same. Any disputes regarding the resolution of audit exceptions and deficiencies will be referred to the dispute resolution process contained in Element 14. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel (“EAAP”) in accordance with applicable law.

The independent fiscal audit of Lodestar is public record and will be provided to the public upon request. Money is allocated in the annual and five-year budget to cover the cost of audits.

10. SUSPENSION AND EXPULSION PROCEDURES

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

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

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

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

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

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

Student Due Process Protections

Charter School’s student discipline procedures, at a minimum, shall comply with federal and state constitutional procedural and substantive due process requirements as follows:

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

(II) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, Charter School shall provide both of the following:

(i) Timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.

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

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

As indicated in the affirmations included at the beginning of this petition, pursuant to Education Code section 47605(e)(4)(C), Charter School shall not encourage a pupil currently attending the charter school to disenroll from the charter school or transfer to another school for any reason. (Note: This shall not apply to actions taken by Charter School pursuant to legally permissible expulsion procedures.)

[Insert other procedures designed to ensure that Charter School's disciplinary procedures comply with federal and state constitutional procedural and substantive due process requirements.]

Required Notifications

As indicated in the affirmations included at the beginning of this petition, Charter School shall comply with notification requirements included in Education Code section 47605(e)(3) for any pupil who is expelled or leaves Charter School without graduating or completing the school year for any reason, and, upon request, will provide the District with the student's last known contact information.

Compliance with OCS Student Discipline Guidelines

Charter School shall comply with the District's "Disciplinary and Expulsion Documentation Requirements Policy," posted on the Student Discipline page of the OUSD Office of Charter Schools website, whose terms are incorporated by reference as if set forth expressly in this Charter. The

purpose of this policy is to outline the notification requirements to families and to the Office of Charter Schools.

OVERALL VISION OF DISCIPLINE

The overall goal of discipline at Lodestar is to develop the habits of a college-ready, self-motivated, competent, lifelong learner that include identifying personal strengths and challenges, conflict resolution and communication skills, and awareness of responsibility to the community. We strive to create a learning environment where every young person is accepted and feels a sense of belonging and have ample opportunities to learn from their mistakes, repair harm, and learn how to restore peace to relationships. Because we understand the data around school suspensions and the school-to-prison pipeline, we equip students with the tools they need to solve their problems, using suspension as a last resort.

To ensure clarity and fairness, Lighthouse Community Public Schools has developed and maintains a comprehensive set of student discipline policies. These policies are summarized in Lodestar's Student and Family Handbook and clearly describe the Charter School's expectations regarding community norms, attendance, substance abuse, violence, safety, and work habits. (The Lodestar Student and Family Handbook is available upon request.) Each student and his or her parent/guardian will be introduced to the Charter School's discipline policy during parent and student orientation prior to the start of the school year. Parents and students will be required to verify that they have reviewed and understand the policies prior to the beginning of each school year.

If necessary, students will be suspended from class while remaining on campus. Suspensions in which a child is required to stay home will be used in cases when the safety of the child or others is in question. The Principal or Assistant Principal may, pursuant to the Charter School's adopted discipline policies, ultimately suspend students who fail to comply with the terms of the student policies. The Principal may, pursuant to the Charter School's adopted discipline policies, ultimately recommend students who fail to comply with the terms of the student policies for expulsion by the LCPS Board of Directors.

SUSPENSION AND EXPULSION PROCEDURES

The Suspension and Expulsion Policy and Procedures have been established in order to promote learning and protect the safety and well-being of all students at the Charter School. In creating this policy, the Charter School has reviewed Education Code Section 48900 et seq., which describe the offenses for which students at non-charter schools may be suspended or expelled and the procedures governing those suspensions and expulsions in order to establish its list of offenses and procedures for suspensions, expulsions, and involuntary removal. The language that follows closely mirrors the language of Education Code Section 48900 et seq. The Charter School is committed to annual review of policies and procedures surrounding suspensions, expulsions, and involuntary removals, and, as

necessary, modification of the lists of offenses for which students are subject to suspension or expulsion in accordance with applicable law.

Consistent with this Policy, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as the Charter School's policy and procedures for student suspension, expulsion, and involuntary removal, and it may be amended from time to time without the need to seek a material revision of the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary policies and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed annually as part of the Student Handbook which will clearly describe discipline expectations. Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this Policy and Procedures are available on request at the Principal, CEO, or designee's office.

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

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

No student shall be involuntarily removed by the Charter School for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform the student, the student's parent/guardian, or educational rights holder of the basis for which the student

is being involuntarily removed and the student's parent/guardian, or educational rights holder's right to request a hearing to challenge the involuntary removal. If a student's parent, guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below.

The Charter School shall gather and maintain all data related to placement, tracking, and monitoring of student suspensions, expulsions, and reinstatements, and make such outcome data readily available to the District upon request.

A. Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at anytime including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; or d) during, going to, or coming from a school-sponsored activity.

B. Enumerated Offenses

1. Discretionary Suspension Offenses. Students may be suspended when it is determined the student:
 - a. Caused, attempted to cause, or threatened to cause physical injury to another person.
 - b. Willfully used force of violence upon the person of another, except self-defense.
 - c. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
 - d. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
 - e. Committed or attempted to commit robbery or extortion.
 - f. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
 - g. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.

- h. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.
- i. Committed an obscene act or engaged in habitual profanity or vulgarity.
- j. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k. For grades 9 - 12 only: Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
- l. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- m. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- n. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- o. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- p. Engaged in, or attempted to engage in hazing. For the purposes of this policy, "hazing" means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, "hazing" does not include athletic events or school-sanctioned events.
- q. Made terrorist threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.
- r. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable

person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment.

- s. Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 5 to 12, inclusive.
- t. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 5 to 12, inclusive.
- u. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, as defined in subdivisions (f) and (g) of Section 32261 of the Education Code, directed specifically toward a student or school personnel.
 - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - a) Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - b) Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
 - c) Causing a reasonable student to experience substantial interference with their academic performance.
 - d) Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 - 2) "Electronic Act" means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - a) A message, text, sound, video, or image.
 - b) A post on a social network Internet Web site including, but not limited to:

obtained written permission to possess the item from a certificated school employee, with the Principal, CEO, or designee's concurrence.

2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion when it is determined the student:

- a. Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Principal, CEO, or designee's concurrence.
- b. Brandished a knife at another person.
- c. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
- d. Committed or attempted to commit a sexual assault or committed a sexual battery as defined in Penal Code Section 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4.

3. Discretionary Expellable Offenses: Students may be recommended for expulsion when it is determined the student:

- a. Caused, attempted to cause, or threatened to cause physical injury to another person.
- b. Willfully used force of violence upon the person of another, except self-defense.
- c. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e. Committed or attempted to commit robbery or extortion.
- f. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- g. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- h. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.
- i. Committed an obscene act or engaged in habitual profanity or vulgarity.
- j. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.

- k. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- l. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o. Engaged in, or attempted to engage in hazing. For the purposes of this policy, “hazing” means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, “hazing” does not include athletic events or school-sanctioned events.
- p. Made terrorist threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family’s safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.
- q. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 5 to 12, inclusive.
- r. Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This provision shall apply to students in any of grades 5 to 12, inclusive.
- s. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of

either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 5 to 12, inclusive.

t. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, as defined in subdivisions (f) and (g) of Section 32261 of the Education Code, directed specifically toward a student or school personnel.

1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

- i) Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.
- ii) Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
- iii) Causing a reasonable student to experience substantial interference with their academic performance.
- iv) Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

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

- i) A message, text, sound, or image.
- ii) A post on a social network Internet Web site including, but not limited to:
 - a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.

- c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
 - iii) An act of cyber sexual bullying.
 - a) For purposes of this policy, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - b) For purposes of this policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
 - 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
 - u. A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).
 - v. Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal, CEO, or designee’s concurrence.
- 4. Non -Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the student:
 - a. Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Principal, CEO, or designee’s concurrence.
 - b. Brandished a knife at another person.
 - c. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.

- d. Committed or attempted to commit a sexual assault or committed a sexual battery as defined in Penal Code Section 261,266c, 286, 287 288, or 289 or former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4.

If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a fire arm or destructive device, as defined in Section 921 of Title 18 of the United States Code, onto campus or to have possessed a firearm or destructive device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The Charter School will use the following definitions:

- The term “knife” means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3 ½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.
- The term “firearm” means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.
- The term “destructive device” means any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (B) grenade, (C) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (E) mine, or (F) device similar to any of the devices described in the preceding clauses.

C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Principal, CEO, or designee with the student and the student’s parent/guardian and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Principal, CEO, or designee.

The conference may be omitted if the Principal, CEO, or designee determines that an emergency situation exists. An “emergency situation” involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student’s right to return to school for the purpose of a conference.

At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against the student and shall be given the opportunity to present their version and evidence in their defense, in accordance with Education Code Section 47605(c)(5)(J)(i). This conference shall be held within two (2) school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a student for failure of the student's parent/guardian to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent/guardian at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense(s) committed by the student as well as the date the student may return to school following suspension. In addition, the notice may also state the time when the student may return to school. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of Expulsion by the Principal, CEO, or designee, the student and the student's parent/guardian or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the student or the student's parent/guardian, unless the student and the student's parent/guardian fail to attend the conference.

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

4. Homework Assignments During Suspension

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has

been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

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

D. Authority to Expel

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

A student may be expelled either by the neutral and impartial Charter School Board following a hearing before it or by the Charter School Board upon the recommendation of a neutral and impartial Administrative Panel to be assigned by the Board as needed. The Administrative Panel shall consist of at least three (3) members who are certificated and neither a teacher of the student or a Board member of the Charter School's governing board. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

E. Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Principal, CEO, or designee determines that the student has committed an expellable offense and recommends the student for expulsion.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under FERPA) unless the student makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their right to (a) receive five days notice of their scheduled testimony, (b) have up to two (2) adult support persons of their choosing present in the hearing at the time the complaining witness testifies, which may include a parent/guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the entity conducting the hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.
4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours the complaining witness is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from

removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany the complaining witness to the witness stand.

7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising their discretion to remove a person from the hearing whom they believes is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in the public at the request of the student being expelled, the complaining witness shall have the right to have their testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

G. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

H. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of

serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have their testimony heard in a session closed to the public.

I. Expulsion Decision

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The Board shall make the final determination regarding the expulsion within ten (10) school days following the conclusion of the hearing. The decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, or the Board of Directors ultimately decides not to expel, the student shall immediately be returned to their previous educational program.

The Board of Directors may also determine to suspend the enforcement of the expulsion order for a period of not more than one (1) calendar year from the date of the expulsion hearing and return the student to the student's previous educational program under a probationary status and rehabilitation plan to be determined by the Board. During the period of the suspension of the expulsion order, the student is deemed to be on probationary status. The Board of Directors may revoke the suspension of an expulsion order under this section if the student commits any of the enumerated offenses listed above or violates any of the Charter School's rules and regulations governing student conduct. If the Board revokes the suspension of an expulsion order, the student may be expelled under the terms of the original expulsion order. The Board of Directors shall apply the criteria for suspending the enforcement of the expulsion order equally to all students, including individuals with exceptional needs as defined in Education Code Section 56026. The Board of Directors shall further comply with the provisions set forth under Education Code Section 48917, except as otherwise expressly set forth herein.

J. Written Notice to Expel

The Principal, CEO, or designee following a decision of the Board to expel shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student and student's parent/guardian. This notice shall also include the following:

1. Notice of the specific offense committed by the student
2. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The Principal, CEO, or designee shall send a copy of the written notice of the decision to expel to the chartering authority. This notice shall include the following:

1. The student's name
2. The specific expellable offense committed by the student

K. Disciplinary Records

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the chartering authority upon request.

L. No Right to Appeal

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

M. Expelled Students/Alternative Education

Parents/guardians of students who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

N. Rehabilitation Plans

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the student may reapply to the Charter School for readmission as well as a description of the procedure for readmission, reinstatement, and applying for expungement of the expulsion record.

O. Readmission or Admission of Previously Expelled Student

The decision to readmit a student after the end of the student's expulsion term or to admit a previously expelled student from another school district or charter school who has not been readmitted/admitted to another school or school district after the end of the student's expulsion term, shall be in the sole discretion of the Board following a meeting with the Principal, CEO, or designee and the student and student's parent/guardian or representative to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The process will be completed in a timely manner at the conclusion of the expulsion period. The Principal, CEO, or designee shall make a recommendation to the Board following the meeting regarding the Principal, CEO, or designee's determination. The Board shall then make a final decision regarding readmission or admission of the student during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The student's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission or admission to the Charter School.

P. Notice to Teachers

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

Q. Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students with Disabilities

1. Notification of SELPA

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

2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

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

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

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

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

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

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

4. Due Process Appeals

The parent/guardian of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

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

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

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

5. Special Circumstances

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

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

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

6. Interim Alternative Educational Setting

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

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

A student who has not been identified as an individual with disabilities pursuant to IDEIA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted

under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

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

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

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to 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/guardian has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

11. EMPLOYEE RETIREMENT SYSTEM

“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.” – Ed. Code § 47605(c)(5)(K)

Lighthouse Community Public Schools has established a defined contribution retirement system in lieu of existing public employment retirement systems. The Charter School has been issued a Private Letter Ruling from the Internal Revenue Service that determines it is permissible for a public charter school to establish a defined contribution plan that exempts its staff from participation in the Social Security system and which allows a higher level of portability and control over retirement funds than is offered by the State Teachers’ Retirement and/or Public Employees’ Retirement Systems. All staff contribute 8% and Lighthouse Community Public Schools matches that 8% contribution, vesting LCPS contributions over five years. Staff also have access to an optional 403(b) plan on a pre- or post-tax basis up to the federal limits. The LCPS Board of Directors oversees investments of this program. Staff may have access to other school-sponsored retirement plans according to policies developed by the Board and adopted as the Charter School’s employee policies.

12. ATTENDANCE ALTERNATIVES

“The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.” – Ed. Code § 47605(c)(5)(L)

Pupils who choose not to attend the Charter School may choose to attend other public schools in their district of residence or pursue inter-district transfers in accordance with existing enrollment and transfer policies of the District. Parents or guardians of each pupil enrolled in the Charter School shall be informed that the pupil has no right to admission in a particular school of any local educational agency (LEA) (or program of any LEA) as a consequence of enrollment in the Charter School, except to the extent that such a right is extended by the District.

13. EMPLOYEE RIGHTS OF RETURN

“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.” – Ed. Code § 47605(c)(5)(M)

Employees of the District who choose to leave the employment of the District to work at Charter School shall have no automatic rights of return to the District after employment at Charter School unless specifically and explicitly granted by the District through a leave of absence or other agreement or policy of the District as aligned with the collective bargaining agreements of the District. Leave and return rights for District union-represented employees and former employees who accept employment with Charter School, if any, will be administered in accordance with applicable collective bargaining agreements and any applicable judicial rulings.

14. DISPUTE RESOLUTION PROCEDURE

“The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter.” – Ed. Code § 47605(c)(5)(N)

Procedures for Complaints against Charter School

Charter School will establish complaint procedures that address both complaints against the Charter School alleging discrimination or violations of law and complaints regarding other areas. Charter School will not, at any time, refer such complaints to the District for handling.

The complaint procedures will include the clear information with respect to the response timeline of the school, whether the school’s response will be in writing, the party identified to respond to complaints, the party identified and charged with making final decisions regarding complaints, and whether the final decision will be issued in writing. The procedures will also identify an impartial and neutral ombudsperson for situations in which the school leader is the subject person of the complaint or the ombudsperson has a perceived bias. If the complainant requests an alternate ombudsperson, Charter School shall have a procedure for reviewing the request and responding to the complainant with the findings of the review, and either (a) identifying an alternate ombudsperson, or (b) providing a rationale for why an alternate ombudsperson is not necessary. The complaint procedures will be clearly articulated in the school’s student and family handbook or distributed widely.

Charter School will designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under Title IX of the Education Amendments of 1972 (Title IX) and Section 504 of the Rehabilitation Act of 1973 (Section 504) including any investigation of any complaint filed with Charter School alleging its noncompliance with these laws or alleging any actions which would be prohibited by these laws. Charter School will notify all its students and employees of the name, address, and telephone number of the designated employee or employees.

Charter School shall comply with the requirements of Education Code section 221.61 with respect to posting information regarding the filing complaints under Title IX, including but not limited to the following: 1) the name and contact information of the Title IX coordinator; 2) the rights of the pupil and the public and the responsibilities of the Charter School under Title IX; 3) a description of how to file a complaint under Title IX, including an explanation of the statute of limitations, how the complaint will be investigated and how the complainant may further pursue the complaint; and a link to the United States Department of Education Office for Civil rights complaint form.

Charter School will implement specific and continuing steps to notify applicants for admission and employment, students and parents of elementary and secondary school students, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with the recipient, that it does not discriminate on the basis of sex or mental or physical disability in the educational program or activity which it operates, and that it is required by Title IX and Section 504 not to discriminate in such a manner.

Complaints by Students and Employees

Charter School will adopt and publish grievance procedures providing for prompt and equitable resolution of student and employee complaints alleging any action, which would be prohibited by Title IX, or Section 504.

Disputes between the District and the Charter School

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

Any controversy or claim arising out of or relating to the charter agreement between the District and Charter School, except any controversy or claim that in any way related to revocation of this charter, shall be handled first through an informal process in accordance with the procedures set forth below.

(1) Any controversy or claim arising out of or relating to the Charter, except any controversy or claim that in any way related to revocation of the Charter, must be put in writing (“Written Notification”) by the party asserting the existence of such dispute. If the substance of a dispute is a matter that could result in the taking of appropriate action, including, but not limited to, revocation of the charter in accordance with Education Code section 47607(f), the matter will be addressed at the District's discretion in accordance with that provision of law and any regulations pertaining thereto. The Written Notification must identify the nature of the dispute and all supporting facts known to the party giving the Written Notification. The Written Notification may be tendered by personal delivery, mail, or electronic mail. The Written Notification, and all subsequent notifications under this procedure, shall be deemed received (a) if personally delivered, or sent by electronic mail, upon date of delivery to the address of the person to receive such notice if received by the District by 5:00 PM; (b) if by mail, two (2) business days after deposit in the U.S. Mail. All written notices shall be addressed as follows:

To [Charter School Name], c/o School Director:
[Charter School Name]
[Charter School Address]

To Director, Office of Charter Schools:
1000 Broadway, 3rd Floor, Suite 300
Oakland, CA 94607

(2) A written response (“Written Response”) shall be tendered to the party providing the Written Notification within twenty (20) business days from the date of receipt of the Written Notification. The Written Response shall state the responding party’s position on all issues stated in the Written Notification and set forth all facts which the responding party believes supports its position. The Written Response may be tendered by personal delivery, mail, or electronic mail.

The parties agree to schedule a conference to discuss the claim or controversy (“Issue Conference”). The Issue Conference shall take place within fifteen (15) business days from the date the Written Response is received by the other party.

(3) If the controversy, claim, or dispute is not resolved by mutual agreement at the Issue Conference, then either party may request that the matter be resolved by mediation. Each party shall bear its own costs and expenses associated with the mediation. The mediator’s fees and the administrative fees of the mediation shall be shared equally among the parties. Mediation proceedings shall commence within 60 calendar days from the date of the Issue Conference. The parties shall mutually agree upon the selection of a mediator to resolve the controversy or claim at dispute. If no agreement on a mediator is reached within 30 days after a request to mediate, the parties will use the processes and procedures of the American Arbitration Association (“AAA”) to have an arbitrator appointed.

(4) If the mediation is not successful, the parties agree that each party has exhausted its administrative remedies and shall have any such recourse available by law.

INTENT

The intent of the Lighthouse Community Public Schools Dispute Resolution Process is to:

- Resolve disputes within the Charter School pursuant to the Charter School’s policies.
- Minimize the oversight burden on the District.
- Ensure a fair and timely resolution to disputes.
- Frame a charter oversight and renewal process and timeline as to avoid disputes regarding oversight and renewal matters.

Should any section of this Element pertaining to resolving disputes, be in conflict with District policies or desired protocols, then the Charter School is amenable to altering said areas through the Memorandum of Understanding process to be mutually agreed upon.

Public Comments

LCPS staff, the LCPS Board of Directors, and the District agree to attempt to resolve all disputes regarding this charter pursuant to the terms of this Element. Both shall refrain from public commentary regarding any disputes until the matter has progressed through the dispute resolution process.

Internal Disputes

Disputes arising from within the Charter School, including all disputes among and between students, staff, parents, volunteers, advisors, partner organizations, and LCPS Board of Directors, shall be resolved pursuant to policies and processes developed by the Charter School.

The District shall not intervene in any such internal disputes without the consent of the LCPS Board of Directors and shall refer any complaints or reports regarding such disputes to the LCPS Board of Directors/or CEO for resolution pursuant to the Charter School’s policies. The District agrees not to intervene or become involved in the dispute unless the dispute has given the District reasonable

cause to believe that a violation of this charter or related laws or agreements has occurred, or unless the LCPS Board of Directors has requested the District to intervene in the dispute.

LCPS has established complaint procedures that address both complaints alleging discrimination or violations of law and complaints regarding other areas. LCPS will not, at any time, refer complaints to the District.

The complaint procedures will include the clear information with respect to the response timeline of the Charter School, whether the Charter School's response will be in writing, the party identified to respond to complaints, the party identified and charged with making final decisions regarding complaints, and whether the final decision will be issued in writing. The procedures will also identify an ombudsperson for situations in which the CEO is the subject of the complaint. The complaint procedures will be clearly articulated in the Charter School's Student and Family Handbook or distributed widely. Please the LCPS Uniform Complaint Procedures is available upon request.

15. SCHOOL CLOSURE PROCEDURES

“The procedures to be used if the charter school closes. The procedures 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.” – Ed. Code § 47605(c)(5)(0)

Closure Action

The decision to close Charter School must be documented in a “Closure Action.” A Closure Action shall be deemed to have been automatically taken when any of the following occur: the Charter is revoked (subject to the provisions of Education Code section 47607(h)) or non-renewed by the OUSD Board of Education, and the Charter has exhausted any appeals procedures the Charter pursued; the governing board of Charter School votes to close Charter School; the Charter lapses or is surrendered; or the Charter School ceases to serve students for at least six consecutive months.

Closure Procedures

The procedures for charter school closure set forth below are guided by Education Code sections 47604.32, 47605, and 47607 as well as California Code of Regulations, title 5, sections 11962 and 11962.1, and are based on “Charter School Closure - Requirements and Recommendations” posted on the California Department of Education website. All references to “Charter School” apply to Charter School, including its nonprofit corporation and governing board.

Designation of Responsible Person(s) and Funding of Closure

Prior to or at the time of the taking of a Closure Action by either the governing board of Charter School or the OUSD Board of Education, the governing board of Charter School shall designate a person or persons responsible for conducting and overseeing all closure-related procedures and activities, and allocate sufficient funding for, or otherwise determine how Charter School will fund, these activities.

Notification of Closure Action

Upon the taking of a Closure Action, Charter School shall send written notice of its closure to:

1. The OUSD Office of Charter Schools (OCS). Charter School shall provide OCS with written notice of (1) the person(s) designated to be responsible for conducting and overseeing all closure activities, and (2) the funding for such activities. If the Closure Action is an act of Charter School, Charter School shall provide the OCS with a copy of the governing board resolution or minutes that documents its Closure Action.
2. Parents/guardians of all students, and all majority age and emancipated minor students, currently enrolled in Charter School within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written parent notification to OCS.

3. Alameda County Office of Education (ACOE). Charter School shall send written notification of the Closure Action to ACOE by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to OCS.
4. The Special Education Local Plan Area (SELPA) in which Charter School participates. Charter School shall send written notification of the Closure Action to the SELPA in which Charter School participates by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to OCS.
5. The retirement systems in which Charter School's employees participate. Within fourteen (14) calendar days of the Closure Action, Charter School shall notify, as applicable, the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), the Social Security Administration, and ACOE of the Closure Action, and follow their respective procedures for dissolving contracts and reporting. Charter School shall provide a copy of this notification and correspondence to OCS.
6. The California Department of Education (CDE). Charter School shall send written notification of the Closure Action to the CDE by registered mail within 72 hours of the Closure Action. Charter School shall provide a copy of this notification to OCS.
7. Any school district that may be responsible for providing education services to the former students of Charter School. Charter School shall send written notification of the Closure Action within 72 hours of the Closure Action. This notice must include a list of potentially returning students and their home schools based on student residence. Charter School shall provide a copy of these notifications, if any, to OCS.
8. All Charter School employees and vendors within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written employee and vendor notification to OCS.

Notification of all the parties above, with the exception of employees and vendors, must include but is not limited to the following information:

1. The effective date of the closure of Charter School
2. The name(s) and contact information for the person(s) handling inquiries regarding the closure
3. The students' school districts of residence
4. How parents/guardians of all students, and all majority age and emancipated minor students, may obtain copies of student records and transcripts, including specific information on completed courses and credits that meet graduation requirements

In addition to the four required items above, notification of the CDE shall also include:

1. A description of the circumstances of the closure
2. The location of student and personnel records

In addition to the four required items above, notification of parents/guardians of all students, and all majority age and emancipated minor students, shall also include:

1. Information on how to enroll or transfer the student to an appropriate school
2. A certified packet of student information that includes closure notice, a copy of the student's cumulative record, which will include grade reports, discipline records, immunization records, completed coursework, credits that meet graduation requirements, a transcript, and state testing results
3. Information on student completion of college entrance requirements, for all high school students affected by the closure

Notification of employees and vendors shall include:

1. The effective date of the closure of Charter School
2. The name(s) and contact information for the person(s) handling inquiries regarding the closure
3. The date and manner, which shall be no later than 30 days from the effective date of the closure of Charter School, by which Charter School shall provide employees with written verification of employment

Within 30 calendar days of the effective date of closure, Charter School shall provide all employees with written verification of employment. Charter School shall send copies of all such employee verification letters to OCS.

Records Retention and Transfer

Charter School shall comply with all applicable laws as well as District policies and procedures, as they may change from time to time, regarding the transfer and maintenance of Charter School records, including student records. These requirements include:

1. Charter School shall provide the District with original student cumulative files and behavior records, pursuant to District policy and applicable District handbook(s) regarding cumulative records for secondary and elementary schools, for all students, both active and inactive, of Charter School. Transfer of the complete and organized original student records to the District, in accordance with District procedures applicable at the time of closure, shall occur within seven (7) calendar days of the effective date of closure.
2. Charter School's process for transferring student records to receiving schools shall be in accordance with OUSD procedures for students moving from one school to another.

3. Charter School shall prepare and provide an electronic master list of all students to OCS in accordance with the District procedures applicable at the time of closure. This list shall include the student's identification number, Statewide Student Identifier (SSID), birthdate, grade, full name, address, home school/school district, enrollment date, exit code, exit date, parent/guardian name(s), and phone number(s). If the Charter School closure occurs before the end of the school year, the list also shall indicate the name of the school to which each student is transferring, if known. This electronic master list shall be submitted to OCS in accordance with District procedures.
4. Charter School must organize the original cumulative files for delivery to the District in two categories: active students and inactive students. Charter School will coordinate with OCS for the delivery of student records.
5. Charter School must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.
6. Charter School must provide to OCS the name, title, and contact information of the person designated to maintain all Charter School personnel records after the closure. Personnel records to be transferred to and maintained by the designee must include any and all employee records, including but not limited to, records related to performance and grievance. Charter School must provide to OCS and the designee a spreadsheet of personnel records of all active and inactive employees, that includes dates of employment, role, salary, and any other information necessary for employment verification. Both Charter School and the designee, individually and separately, shall inform OCS immediately upon the transfer of Charter School's employee records to the designee.
7. Charter School shall ensure that all records are boxed and clearly labeled by classification of documents and the required duration of storage in accordance with District procedures.
8. Charter School shall provide to the responsible person(s) designated by the governing board of Charter School to conduct all closure-related activities a list of students in each grade level and, for each student, a list of classes completed and the student's district of residence.

Financial Close-Out

After receiving notification of closure, the CDE may notify Charter School and the authorizing entity of any liabilities Charter School owes the state, which may include overpayment of Local Control Funding Formula and select apportionments, start up grants, or other liabilities. The CDE may ask the County Office of Education to conduct an audit of the charter school if it has reason to believe that the school received state funding for which it was not eligible.

Charter School shall ensure completion of an independent final "closeout audit" within six months after the closure of Charter School that includes:

1. An accounting of all financial assets. These may include cash and accounts receivable and an inventory of property, equipment, and other items of material value.
2. An accounting of all liabilities. These may include accounts payable or reduction in apportionments due to loans, unpaid staff compensation, audit findings, or other investigations.
3. An assessment of the disposition of any restricted funds received by or due to Charter School.

This audit may serve as Charter School's annual audit, if so permitted by the California Department of Education, California State Controller, and/or the State Superintendent of Public Instruction.

Charter School shall pay for the financial closeout audit of Charter School. This audit will be conducted by a neutral, independent licensed CPA who will employ generally accepted accounting principles. Any liability or debt incurred by Charter School will be the responsibility of Charter School and not OUSD. Charter School understands and acknowledges that Charter School will cover the outstanding debts or liabilities of Charter School. Any unused monies at the time of the audit will be returned to the appropriate funding source. Charter School understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused AB 602 funds or other special education funding will be returned to the District SELPA or the SELPA in which Charter School participates, and other categorical funds will be returned to the source of funds.

Charter School shall ensure the completion and filing of any annual reports required. These reports include but are not necessarily limited to:

1. Preliminary budget
2. Local control and accountability plan and annual updates
3. Interim financial reports
4. Second interim financial reports
5. Final unaudited reports

These reports must be submitted to the CDE and the authorizing entity in the form required. If Charter School chooses to submit this information before the forms and software are available for the fiscal year, alternative forms can be used if they are approved in advance by the CDE. These reports should be submitted as soon as possible after the Closure Action, but no later than the required deadline for reporting for the fiscal year.

For apportionment of categorical programs, the CDE will count the prior year average daily attendance (ADA) or enrollment data of the closed Charter School with the data of the authorizing entity. This practice will occur in the first year after the closure and will continue until CDE data collection processes reflect ADA or enrollment adjustments for all affected LEAs due to the charter closure.

Disposition of Liabilities and Assets

The closeout audit must identify the disposition of all liabilities of Charter School. Charter School closure procedures must also ensure appropriate disposal, in accordance with the Charter School's

governing board bylaws, fiscal procedures, and any other applicable laws and regulations, of any net assets remaining after all liabilities of Charter School have been paid or otherwise addressed. Such disposal includes, but is not limited to:

1. Charter School, at its cost and expense, shall return to the District any and all property, furniture, equipment, supplies, and other assets provided to Charter School by or on behalf of the District. The District discloses that the California Education Code sets forth the requirements for the disposition of the District's personal property and Charter School shall bear responsibility and liability for any disposition in violation of statutory requirements.
2. The return of any donated materials and property in accordance with any terms and conditions set when the donations were accepted.
3. The return of any grant and restricted categorical funds to their sources according to the terms of the grant or state and federal law.
4. The submission of final expenditure reports for any entitlement grants and the filing of Final Expenditure Reports and Final Performance Reports, as appropriate.

If Charter School is operated by a nonprofit corporation, and if the corporation does not have any functions other than operation of Charter School, the corporation shall be dissolved according to its bylaws.

Charter School shall retain sufficient staff, as deemed appropriate by the Charter School governing board to complete all necessary tasks and procedures required to close the school and transfer records in accordance with these closure procedures.

Charter School's governing board shall adopt a plan for closure of Charter School and, if necessary, the corporation, in accordance with the requirements of the Corporations Code.

Charter School shall provide OUSD within fourteen (14) calendar days of the Closure Action with written notice of any outstanding payments due to staff and the time frame and method by which Charter School will make the payments.

Prior to final close-out, Charter School shall complete all actions required by applicable law, including but not limited to the following:

1. File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines.
2. Make final federal tax payments (employee taxes, etc.)
3. Complete and submit all required federal and state filings and notices to the State of California, the Internal Revenue Service, and the Department of the Treasury, including, but not limited to, final tax returns and forms (e.g. Form 990 and related Schedules).

This Element 15 shall survive the revocation, nonrenewal, expiration, termination, cancellation of this Charter, or any other act or event that would end Charter School's authorization to operate as a charter school or cause Charter School to cease operation. Charter School agrees that, due to the nature of the property and activities that are the subject of this Charter, the District and public shall suffer irreparable harm should Charter School breach any obligation under this Element 15. The District therefore reserves the right to seek equitable relief to enforce any right arising under this Element 15 or any provision of this Element 15 or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such legal relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

ADDITIONAL INFORMATION REQUIRED

Facilities

Prior to occupancy or use of any school site or facility, Charter School shall provide OCS with a current Certificate of Occupancy or equivalent document issued by the applicable permitting agency that allows Charter School to use and occupy the site as a charter school. Prior to occupancy or use of any school site or facility, Charter School shall provide documentation to OCS that the facility complies with all applicable building codes, standards and regulations adopted by the city and/or county agencies responsible for building and safety standards for the city in which Charter School is to be located. This requirement shall also apply, upon request by the District, to the construction, reconstruction, alteration of or addition to the facility. Charter School shall resolve in a timely manner any and all corrective actions, orders to comply, or notices issued by the authorized building and safety agency or the District. Charter School cannot exempt itself from applicable building and zoning codes, ordinances, and ADA/Section 504 requirements. Charter School shall maintain on file readily accessible records that document facilities compliance and provide such documentation to OCS upon request.

Pest Management: Charter School shall comply with the Healthy Schools Act, Education Code section 17608, which details pest management requirements for schools.

Asbestos Management: Charter School shall comply with the asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40 C.F.R. part 763. AHERA requires that any building leased or acquired that is to be used as a school or administrative building shall maintain an asbestos management plan.

Hold Harmless/Indemnification Provision

Charter School, through this Charter agrees to defend, indemnify, and hold harmless OUSD, its officers, directors, agents, representatives, employees, attorneys, volunteers, successors and assigns (collectively hereinafter “District” and “District Personnel”) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities including but not limited to attorneys’ fees that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, Charter School’s performance under this Agreement or the Charter, the condition or use of its facilities, or any acts, errors, negligence, omissions or intentional acts by Charter School, its Governing Board, administrators, employees, agents, representatives, volunteers, successors and assigns. Moreover, Charter School agrees to indemnify, defend, and hold harmless OUSD and the OUSD Board of Education and their members, officers, directors, agents, representatives, employees and volunteers, for any contractual liability resulting from third party contracts with Charter School’s vendors, contractors, partners or sponsors.

Fiscal Matters

District Oversight Costs

The District may charge for the actual costs of supervisorial oversight of Charter School not to exceed 1% of the Charter School's revenue, or the District may charge for the actual costs of supervisorial oversight of Charter School not to exceed 3% if Charter School is able to obtain substantially rent free facilities from the District. Notwithstanding the foregoing, the District may charge the maximum supervisorial oversight fee allowed under the law as it may change from time to time. The oversight fee provided herein is separate and distinct from the charges arising under charter school facilities use agreements.

Third Party Contracts

Charter School shall ensure that all third party contracts, whether oral or written, for supplies, equipment, goods and/or services, for the direct or indirect benefit of, or otherwise related to the operation of Charter School, require compliance with and otherwise conform to all applicable local, state, and federal policies, regulations, laws, and guidelines, including, but not limited to, licensing and permit requirements as well as requirements related to protection of health and safety. Charter School shall notify all parties with whom it enters into a contract that the District is a separately legal entity and is not responsible for performing any of the Charter School's obligations under the contract, including payment for services.

Special Education Revenue Adjustment/Payment for Services

In the event that Charter School owes funds to the District for the provision of agreed upon or fee for service or special education services or as a result of the State's adjustment to allocation of special education revenues from Charter School, Charter School authorizes the District to deduct any and all of the in lieu property taxes that Charter School otherwise would be eligible to receive under section 47635 of the Education Code to cover such owed amounts. Charter School further understands and agrees that the District shall make appropriate deductions from the in lieu property tax amounts otherwise owed to Charter School. Should this revenue stream be insufficient in any fiscal year to cover any such costs, Charter School agrees that it will reimburse the District for the additional costs within forty-five (45) business days of being notified of the amounts owed.

Audit and Inspection of Records

The District hereby reserves the right, pursuant to its oversight responsibility, to audit Charter School's books, records, data, processes and procedures through the Office of Charter Schools, or in coordination with FCMAT, or in coordination with a mutually agreed upon third party. The audit may include, but is not limited to, the following areas:

- Compliance with terms and conditions prescribed in the Charter,
- Internal controls, both financial and operational in nature,
- The accuracy, recording and/or reporting of school financial information,
- Charter School's debt structure,
- Governance policies, procedures and history,
- The recording and reporting of attendance data,

- Charter School's enrollment process, suspension and expulsion procedures, and parent involvement practices,
- Compliance with safety plans and procedures, and
- Compliance with applicable grant requirements.

Charter School shall cooperate fully with such audits and shall make available any and all records necessary for the performance of the audit upon 30 business days notice to Charter School. In extreme circumstances when 30 business days notice may defeat the purpose of the audit, the District may conduct the audit upon 24 hours notice.

In addition, if an allegation of waste, fraud, or abuse of power related to Charter School operations is received by the District, Charter School shall be expected to cooperate with any investigation undertaken by the Office of Charter Schools.

Data and Information Reporting

Charter School shall provide the following data elements to OCS, according to a data reporting calendar that will be published by OCS prior to September 1 of each school year:

- Fall Census Day enrollment spreadsheet
- Reports required by Education Code section 47604.33:
 - Preliminary budget
 - Local control and accountability plan
 - First interim financial report
 - Second interim financial report
 - Final unaudited report
- Other audit-related, attendance, and/or enrollment information and reports:
 - Annual independent audit report (Ed. Code § 47605(m))
 - Independent Auditor Selection Form (Ed. Code § 41020(f)(1))
 - 20 day attendance report (Ed. Code § 47652(a))
 - Monthly attendance reports
 - Monthly student exit reports (Ed. Code § 47605(e)(3))
- Information/documentation related to Charter School's facilities, SELPA, student/family handbook, and governing board (including membership, bylaws, and specified policies),

Additionally, the Charter School shall notify OCS in writing in a timely manner of changes to leadership at the Charter School, the Charter Management Organization, and the governing board.

ADMINISTRATIVE SERVICES

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

The Charter School will provide or procure most of its own administrative services including, but not limited to, financial management, personnel, and instructional program development either through its own staff or through an appropriately qualified third-party contractor.

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).

The Charter School shall be operated as a California non-profit public benefit corporation. 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 entity that grants a charter to a charter school operated by or as a non-profit 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. The Charter School shall 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 the Charter School.

The corporate bylaws of the Charter School shall provide for indemnification of the Charter School's Board, officers, agents, and employees, and the Charter School will purchase general liability insurance, Board Members and Officer's insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts will be determined by recommendation of the District and the Charter School'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 the Charter School.

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

FINANCIAL PLAN

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).

As detailed in Element 9, the Charter School practices sound financial planning, as see in the following documents attached in the Appendix (Financial Documents) which reflect the best data available to the Charter School at the time of submission:

- Annual operating budget
- 3-year cash flow statement and financial projections

- Backup and supporting documents and budget assumptions

The Charter School understands its responsibility to, and therefore shall, provide financial reports to the Authorizer and the County Superintendent of Schools, in accordance with Education Code Section 47604.33.

1. By July 1, a preliminary budget for the current fiscal year.
2. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31.
3. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
4. By September 15, a final unaudited report for the full prior year. The report submitted to the chartering authority shall include an annual statement of all the Charter School's receipts and expenditures for the preceding fiscal year.

The Charter School shall provide additional fiscal reports as requested by the Authorizer and/or as required by law, including but not limited to the following:

- California Basic Educational Data System (CBEDS)
- Actual Average Daily Attendance reports
- All financial reports required by Education Code Sections 47604.33 and 47605(m)
- The School Accountability Report Card (SARC)
- The Local Control and Accountability Plan (LCAP)

EXCLUSIVE PUBLIC EMPLOYER

Lighthouse Community Public Schools (LCPS) shall be deemed the exclusive public school employer of the employees of the Charter School for the purposes of the Educational Employment Relations Act ("EERA"), Government Code 3540 through 3540.2. LCPS shall comply with the EERA. Employees are not required to engage in collective bargaining, but they have that right if they choose to do so.

INSURANCE

The Charter School shall acquire and finance general liability, workers compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance. Coverage amounts will be based on recommendations provided by the Authorizer and the Charter School's insurer. The Authorizer shall be named as an additional insured on all policies of the Charter School. The Charter School will provide evidence of the above insurance coverage to the Authorizer.

Toward this end, the Charter School shall pay for and maintain in full force and effect with an insurance company or companies admitted by the California Insurance Commissioner to do business

in the State of California and rated not less than "A-/VII", very low, in Best Insurance Rating Guide, the following policies of insurance:

1. COMMERCIAL GENERAL LIABILITY insurance, which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000.00 per occurrence.
2. COMMERCIAL GENERAL LIABILITY insurance that shall include coverage for owned and non-owned autos, with bodily injury liability limits not less than \$1,000,000.00 per person, per occurrence and property damage liability limits of not less than \$500,000.00, per occurrence.
3. WORKERS' COMPENSATION INSURANCE, as required by the California Labor Code, with not less than statutory limits.

FACILITIES

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

The Charter School will comply with Education Code Section 47605.1 and Education Code Section 47610 with regard to the location and compliance of its facilities.

Lodestar will be located at 701 105th Avenue in Oakland, California. As stated above, the school will hold and maintain appropriate certificates of occupancy.

CHARTER RENEWAL

The content, timeline and evaluation process of the renewal submission shall be in accordance with Education Code Sections 47605, 47607, and 47607.2, and their implementing regulations.

CHARTER TERM

By approving the renewal of this charter Lodestar, A Lighthouse Community Public School, OUSD will be fulfilling the intent of The Charter Schools Act of 1992 to improve pupil learning, create new professional opportunities for teachers, and provide parents and pupils with expanded choices in education and following the directive of law to encourage the creation of charter schools. Furthermore, the renewal of Lodestar, A Lighthouse Community Public School is in the best interest of its students and families. The Charter School is eager to continue working independently, yet cooperatively with OUSD to establish the highest bar for what a charter school can and should be. The term of the charter renewal shall be July 1, 2021 through June 30, 2023.

Lighthouse Community Public Schools Graduate Profile

Lighthouse Graduates are:

Purposeful and Self-Aware

- Develop and take pride in identities
- Cultivate interests and career objectives
- Set, monitor, and achieve goals

Independent Lifelong Learners

- Use agency to lead own learning
- Reflect and seek feedback
- Demonstrate stamina and persistence

Academically proficient

- Demonstrate disciplinary literacy
- Produce high-quality work
- Persist in solving authentic problems

Relationship Builders

- Show empathy and resolve conflicts
- Collaborate effectively with diverse people
- Develop and maintain physical and emotional health

Committed to Service & Justice

- Advocate for self and others
- Demonstrate leadership
- Interrupt privilege and the status quo



LCPS graduates are lifelong changemakers who realize their unique vision—rooted in their identity, knowledge, and skills—to create equity in their own lives and in the world.

At our schools, learning is...

purposeful

Learning is driven by essential questions that allow students to create **lifeworthy understandings** that are big in ethics, opportunity, insight, and/or action.

Learning builds towards authentic products. High-quality products mirror expert work in career fields and create a social justice impact in students' communities.

Learning is measured using an **expanded definition of achievement** that includes mastery of skills/-knowledge, character, and high-quality work.

Learning is deep, rather than broad. We choose to dig appropriately deep. While we don't aim to cover content (AP style), we also don't focus on single topics at the expense of all others.

Learning is standards-based. We start with the standards and ensure that learning is coherent within and across classes.

Learning experiences create the **physical and emotional safety** necessary for students to take risks.

Learning is rooted in our community and our students' identities. We teach people. We build relationships. Our teaching builds, and builds on, our students' identities.

Learning experiences are **inquiry-based**. Students **construct their own understandings**.

Learning engages **students as co-designers**. Learning topics, texts, and tasks, are driven by student inquiry and interests when appropriate.

learner-driven

Learning is student-engaged. Students set goals, monitor progress, and reflect.

Learning is personalized. We use formative assessment data to differentiate instruction by path, place, pace, people, and passion based on students' unique needs and strengths.

relationship-based

Learning experiences support students in creating **healthy relationships** and **collaborative abilities**.



Appendix A.3. **Professional Development Calendar**
2020-2021

Gr. Cycle	Cycle Wk	Month	Date	Day	Experience	Team	Outcomes / Topics
-	-	July	27	Mon.	New Staff Orientation Week	A-Team	
-	-	July	28	Tue.	New Staff Orientation Week	A-Team	
-	-	July	29	Wed.	New Staff Orientation Week	A-Team	
-	-	July	30	Thu.	New Staff Orientation Week	Schools	
-	-	July	31	Fri.	New Staff Orientation Week	Schools	
-	-	August	3	Mon.	August Professional Development Institute	FoS	
-	-	August	4	Tue.	August Professional Development Institute	FoS	
-	-	August	5	Wed.	August Professional Development Institute	Schools	
-	-	August	6	Thu.	August Professional Development Institute	Schools	
-	-	August	7	Fri.	August Professional Development Institute	Schools	
6.1	1	August	10	Mon.	First Day of School	All	
6.1	1	August	12	Wed.	Wednesday PD	K-8	Community Building + Wednesday Schedule Overview+ Celebration of First Week of School
6.1	2	August	19	Wed.	Wednesday PD	K-8	Team Norms+ Collaborating w/Instructional Aides+ Distance Learning Best Practices
6.1	3	August	26	Wed.	Wednesday PD	K-8	Planning and Prep Time: Annual Curriculum Maps + Standards Maps
6.1	4	September	2	Wed.	Wednesday PD	K-8	Planning and Prep Time: Planning Two Weeks Ahead
6.1	5	September	9	Wed.	Wednesday PD	K-8	Restorative Response to Behavior + Learner-Centered Practices
6.1	6	September	16	Wed.	Wednesday PD	K-8	Attendance Playbook+ Curriculum Internalization + Charter Renewal+ Altitude Gradebook
6.1	6	September	18	Fri.	September Professional Development Institute	LCPS	How to Be an AntiRacist Book Club+Learning Target+ Administering MAP +End of Cycle Q12 Survey
6.2	1	September	21	Mon.	EL West Leadership Cohort (Leaders only)	LCPS ILT	
6.2	1	September	23	Wed.	Wednesday PD	Schools	How to Be an AntiRacist Book Club+Check for Understandings+ Restorative Justice Consultancies
6.2	2	September	30	Wed.	Wednesday PD	Schools	How to Be an AntiRacist Book Club+ Using Data w/Students
6.2	3	October	7	Wed.	Wednesday PD	Schools	How to Be an AntiRacist Book Club+ Models, Critique, and Descriptive Feedback + RJ Consultancies
6.2	4	October	14	Wed.	Wednesday PD	Schools	Q1 LCPS Interim Assessment Analysis
6.2	5	October	21	Wed.	Wednesday PD	Schools	How to Be an AntiRacist Book Club+ Student Led Conferences + RJ Consultancies
6.2	6	October	28	Wed.	Wednesday PD	Schools	Closeout Grading for 6.2 LCPS Special Education Crew Progress Reports (TBD)
6.3	6	October	30	Fri.	October Staff Development #1	LCPS ILT	
6.3	1	November	4	Wed.	Wednesday PD	Schools	How to Be an AntiRacist Book Club+ EXPO+LCPS Fall Q12 Survey
6.3	2	November	11	Wed.	NO SCHOOL: Veterans Day	Schools	
6.3	3	November	18	Wed.	Wednesday PD	Schools	How to Be an AntiRacist Book Club+ Science of Teaching Building Background Knowledge
6.3	-	November	25	Wed.	NO SCHOOL: LCPS Fall Break	Schools	
6.3	4	December	2	Wed.	Wednesday PD	Schools	Expo Prep Starts S2 Expedition Prep Starts
6.3	5	December	9	Wed.	Wednesday PD	Schools	Expo Prep Continues Closeout Grading for 6.3 / Sem 1
6.3	6	December	16	Wed.	Wednesday PD	LCPS ILT	Closeout Grading for 6.3 / Sem 1 Q2 LCPS Interim Assessment Analysis
6.3	6	December	18	Fri.	December Staff Development #2	Schools	End of S1 Reflection (Site Based) Engaging Staff in MYR Planning / Reflection MY QWP, Exp Tuning
6.4	1	January	4	Mon.	January Professional Development Institute	LCPS ILT	Science of Teaching Reading Launch
6.4	1	January	5	Tue.	January Professional Development Institute	LCPS ILT	LCPS Special Education Crew Meetings (TBD)
6.4	1	January	6	Wed.	Wednesday PD	Schools	How to Be an AntiRacist Book Club+ Science of Teaching Reading: 5 Pillars + RJ Consultancies
6.4	2	January	13	Wed.	Wednesday PD	Schools	How to Be an AntiRacist Book Club+ Science of Teaching Reading: Non-Humanities Complex Texts + Humanities Purposeful Implementation of Module Lessons
6.4	3	January	20	Wed.	Wednesday PD	Schools	How to Be an AntiRacist Book Club+ Science of Teaching Reading: Close Reading+ RJ Consultancies

6.4	4	January	27	Wed.	Wednesday PD	Schools	How to Be an AntiRacist Book Club+ Science of Teaching Reading+ RJ Consultancies
6.4	5	February	1	Mon.	EL West Leadership Cohort (Leaders only)	LCPS ILT	Registration & Logistics
6.4	5	February	3	Wed.	Wednesday PD	Schools	SLCs at Lighthouse
6.4	6	February	10	Wed.	Wednesday PD	Schools	Closeout Grading for 6.4
6.5	6	February	12	Fri.	February Staff Development #3	LCPS ILT	LCPS Special Education Crew Meeting
6.5	1	February	17	Wed.	Wednesday PD	Schools	SLC Prep Starts
6.5	2	February	24	Wed.	Wednesday PD	Schools	SLC Prep Starts
6.5	3	March	3	Wed.	Wednesday PD	LCPS ILT	Q3 LCPS Interim Assessment Analysis SLC Prep Continues
6.5	4	March	10	Wed.	Wednesday PD	Schools	No Wed PD - SLCs
6.5	5	March	17	Wed.	Wednesday PD	Schools	High Quality Work Protocol
6.5	6	March	24	Wed.	Wednesday PD	Schools	Closeout Grading for 6.5 LCPS Special Education Crew Progress Reports (3:00-5:00)
6.6	6	March	26	Fri.	March Staff Development #4	LCPS ILT	IR Kickoff (Site Based) (IR Survey Completed)
6.6	1	April	7	Wed.	Wednesday PD	Schools	2021 Planning
6.6	2	April	14	Wed.	Wednesday PD	LCPS ILT	2021 Planning
6.6	3	April	21	Wed.	Wednesday PD	Schools	2021 Planning
6.6	4	April	28	Wed.	Wednesday PD	LCPS ILT	Q4 LCPS Interim Assessment Analysis LCPS Special Education Crew Meeting (3:00-5:00)
6.6	5	May	3	Mon.	EL West Leadership Cohort (Leaders only)	LCPS ILT	Registration & Logistics
6.6	5	May	5	Wed.	Wednesday PD		LCPS Spring Q12 Survey
6.6	6	May	12	Wed.	Wednesday PD		Expo Prep Starts
6.6	7	May	19	Wed.	Wednesday PD		Expo Prep Continues Closeout Grading for 6.6 / Sem 2
6.6	8	May	26	Wed.	Wednesday PD / EOY Closeout		Closeout Grading for 6.6 / Sem 2
6.6	8	May	27	Thu.	Last Day of School / EOY Closeout		
6.6	8	May	28	Fri.	May Staff Development #5	Schools	EY QWP, EY Exp Tuning



Diversity, Equity & Inclusion (DEI) Pillars & Commitments

The Story of Developing Our DEI Pillars & Commitments

During the 2017-18 school year, LCPS set the objective of co-creating shared language on DEI, an organizational stance and commitment to DEI and our Theory of Change, as well as organizational metrics—key outcomes and practices—to hold LCPS accountable, measure our progress, and take action towards our organizational DEI definitions, stance, and commitments. Through a multi-stakeholder 6 month input and feedback loop, we developed our shared language, stance, and commitments.

Our DEI Pillars

While there are various ways to interpret diversity, equity, and inclusion (DEI), these pillars define how we interpret them. Each pillar includes a belief statement, a short and expanded definition. We see our definitions of each term as a call to action in a journey towards co-creating a family of exceptional school communities serving youth and families in Oakland.

DIVERSITY	EQUITY	INCLUSION
<p>We <i>believe</i> diversity strengthens our community.</p> <p>We <i>define</i> diversity as representative of people from/with a wide range of intersecting identities, perspectives and experiences.</p> <p>Diversity is being a family of schools that reflect our students, staff, families, and communities by valuing and celebrating our diverse ethnicity, gender identity/ expression, sexual orientation, language, ability, immigration status, family structure,</p>	<p>We <i>believe</i> equity is justice in action.</p> <p>We <i>define</i> equity as each person receiving what they need to develop into lifelong changemakers who realize their unique vision.</p> <p>Creating equity is an ongoing collaborative process ensuring our students, staff, and families experience equally high outcomes that remove the predictability of success or failures correlated with any social or cultural factor in our society or in our</p>	<p>We <i>believe</i> inclusion allows all stakeholders to feel a deep sense of belonging so they can thrive.</p> <p>We <i>define</i> inclusion within LCPS as a culture and environment of respect, connection, and involvement where the richness of ideas, backgrounds, and perspectives are necessary and critical to create shared meaning and value.</p> <p>Inclusion is putting diversity and equity into action by co-creating an educational community where people are deeply engaged and can be their authentic selves. This is an ongoing collaborative process that leverages shared meaning, agency, and power among</p>

economic status, faith, as well as diverse educational and career experiences.	schools.	stakeholders by welcoming a diversity of ideas, backgrounds, and voices.
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Our Focal DEI Commitments (5 years: 2018-2023)

Each of our pillars intentionally focuses on three areas of development and improvement for LCPS.

DIVERSITY	EQUITY	INCLUSION
<ul style="list-style-type: none"> • ¹Develop teachers and leaders who demonstrate culturally responsive² pedagogy. • Recruit, retain and advance teachers and leaders who reflect³ the diversity of the Oakland communities in which our schools are located. • Diversify our student population to reflect the Oakland communities in which our schools are located. 	<ul style="list-style-type: none"> • Ensure LCPS policies and de facto practices are transparent and result in equitable outcomes for students, staff, and families. • Develop pedagogy and curriculum that is culturally responsive and anti-racist.⁴ • Building academic mindsets and independent learning for linguistically and culturally diverse students so that all are college and career ready to begin their journey as lifelong changemakers⁵. 	<ul style="list-style-type: none"> • Hold time and space to affirm and celebrate the identity of self and others, including across difference. • Distribute and share information, power and decision making. • Invite, listen to, believe, and center the perspective of all stakeholders, especially those we serve—students and families.

Our Metrics

When we began this work we held the vision and even began the work of having specific DEI metrics to hold LCPS accountable to both our DEI Pillars & Focal Commitments. Since then, LCPS has outlined a 5-year strategic plan with a focus on 3 levers—quality, culture, and impact. These levers have now informed our organizational [Outcomes & Key Results](#) in which DEI is embedded throughout this foundational document. Our DEI Team remains focused on ongoing, enduring, and **responsive communication and transparency**

¹ This commitment is also part of an organizational strategy in our Theory of Change.

² This has been updated from competent as we believe in the ability and skill set to respond to culture instead of simply being knowledgeable.

³ As Oakland’s demographics continue to shift due to gentrification and other factors, we commit to continue serving students furthest from opportunity including students from low-income, first-generation, historically marginalized ethnic and linguistic backgrounds.

⁴ Based on Husband (2011) article, [“I Don’t See Color,”](#) we align to these theoretical tenets: 1) anti-racist education is based in and driven by knowledge critique and reconstruction; 2) its overtly political nature; 3) it takes note of the relationship between racial and economic oppression and how it is constructed and analyzed; and 4) it emphasizes Freire’s notion of praxis.

⁵ See [LCPS Graduate Profile](#).

structures for LCPS. These communication structures are built with DEI in mind, ensuring that communication is not unidirectional, but is also a spiral, allowing for feedback, accessibility, listening, and responding.



Los Pilares y Compromisos de Diversidad, Equidad & Inclusión (DEI)

The Story of Developing Our DEI Pillars & Commitments

Durante el año lectivo 2017-18, LCPS se propuso el objetivo de co-crear lenguaje compartido sobre la DEI, una postura organizacional y un compromiso a la DEI y nuestra Teoría de Cambio, así como métricas organizacionales — resultados clave y prácticas — para responsabilizar a LCPS, medir nuestro progreso, y tomar acciones hacia nuestras definiciones organizacionales de DEI, postura, y compromisos. A través de un proceso de 6 meses de aporte y retroalimentación de múltiples partes interesadas, desarrollamos nuestro lenguaje compartido, nuestra postura, y nuestros compromisos.

Nuestros Pilares

Aunque hay varias maneras de interpretar la diversidad, equidad, e inclusión (DEI), estos pilares definen cómo los interpretamos. Cada pilar incluye una declaración de creencia, una definición corta, y una definición expandida. Vemos nuestra definiciones de cada término como un llamado a acción como parte de un trayecto hacia la co-creación de una familia de escuelas excepcionales, sirviendo a los jóvenes y las familias de Oakland.

DIVERSIDAD	EQUIDAD	INCLUSIÓN
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<p>Creemos que la diversidad fortalece nuestra comunidad.</p> <p>Definimos la diversidad como representativa de personas de / con una amplia gama de identidades, perspectivas y experiencias que se cruzan.</p> <p>La diversidad es una familia de escuelas que reflejan a nuestros estudiantes, personal, familias y comunidades al valorar y celebrar nuestra diversidad étnica, identidad / expresión de género, orientación sexual, idioma, capacidad, estado migratorio, estructura familiar, estado económico, fe, tanto como experiencias diversas educativas y profesionales.</p>	<p>Creemos que la equidad es justicia en acción.</p> <p>Definimos equidad como cada persona que recibe lo que necesita para convertirse en generadores de cambios de por vida que se dan cuenta de su visión única.</p> <p>La creación de equidad es un proceso continuo que garantiza que nuestros estudiantes, personal y familias experimenten resultados igualmente elevados que eliminen la predictibilidad del éxito o las fallas correlacionadas con cualquier factor social o cultural en nuestra sociedad o en nuestras escuelas.</p>	<p>Creemos que la inclusión permite que todas las partes interesadas sientan un profundo sentido de pertenencia para que puedan prosperar.</p> <p>Definimos la inclusión dentro de LCPS como una cultura y un entorno de respeto, conexión y participación donde la riqueza de ideas, antecedentes y perspectivas son necesarias y críticas para crear un significado y valor compartido.</p> <p>La inclusión consiste en poner en acción la diversidad y la equidad mediante la creación conjunta de una comunidad educativa en la que las personas estén profundamente comprometidas y puedan ser sus auténticos yo. Este es un proceso colaborativo continuo que aprovecha el significado compartido, la agencia y el poder entre las partes interesadas al dar la bienvenida a una diversidad de ideas, antecedentes y voces.</p>
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Nuestros compromisos focales hasta 2023 (5 años: 2018-2023)

Cada uno de nuestros pilares se enfoca intencionalmente de tres áreas de desarrollo y mejoramiento para LCPS:
 Each of our pillars intentionally focuses on three areas of development and improvement for LCPS:

DIVERSIDAD	EQUIDAD	INCLUSIÓN
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<ul style="list-style-type: none"> • ⁶ Desarrollar maestros y líderes que demuestren una pedagogía culturalmente receptiva². • Reclutar, retener y avanzar maestros y líderes que reflejen la diversidad de las comunidades de Oakland en las que se encuentran nuestras escuelas. • Diversificar nuestra población estudiantil para reflejar las comunidades de Oakland en las que se encuentran nuestras escuelas. 	<ul style="list-style-type: none"> • Asegurar que las políticas de LCPS y las prácticas de facto producen resultados equitativos para los estudiantes y el personal • Desarrollar pedagogía y currículo que sea antirracista, enfocado en construir mentalidades académicas y aprendizaje independiente para estudiantes lingüísticamente y culturalmente diversos de modo que todos estén preparados para la universidad y la carrera profesional y logren los indicadores del perfil de graduados de LCPS. 	<ul style="list-style-type: none"> • Mantener tiempo y espacio para afirmar y celebrar la identidad de uno mismo y los demás, incluso a través de la diferencia. • Distribuir y compartir el poder y el tomar de decisiones. • Invitar, escuchar, creer, y centrar la perspectiva de todos los interesados, especialmente aquellos a quienes servimos — estudiantes y familias.
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Nuestras Métricas

Cuando empezamos este trabajo mantuvimos la visión y hasta iniciamos el trabajo de tener métricas específicas de DEI para responsabilizar a LCPS, tanto con nuestros Pilares de DEI como con nuestros Compromisos Focales. Desde ese entonces, LCPS ha esquematizado un plan estratégico de 5 años con un enfoque en 3 áreas — calidad, cultura, e impacto. Estas tres áreas ahora han informado nuestros [Objetivos y Resultados Clave](#) organizacionales, en donde el DEI está incrustado a través de este documento fundamental. Nuestro equipo de DEI se mantiene enfocado en **estructuras de comunicación y transparencia** continua, duradera y **receptiva para LCPS**. Estas estructuras de comunicación están construidas con la DEI en mente, asegurándonos que la comunicación no es unidireccional, pero también una espiral, permitiendo retroalimentación, accesibilidad, escuchar, y responder.

When we began this work we held the vision and even began the work of having specific DEI metrics to hold LCPS accountable to both our DEI Pillars & Focal Commitments. Since then, LCPS has outlined a 5-year strategic plan with a focus on 3 levers—quality, culture, and impact. These levers have now informed our organizational [Outcomes & Key Results](#) in which DEI is embedded throughout this foundational document. Our DEI Team remains focused on ongoing, enduring, and **responsive communication and transparency structures for LCPS**. These communication structures are built with DEI in mind, ensuring that communication is not unidirectional, but is also a spiral, allowing for feedback, accessibility, listening, and responding.

⁶ Este compromiso también es parte de una estrategia organizacional en nuestra Teoría del cambio.

Domain	Essential Question	Portfolio Evidence Sources
RELATIONSHIP-BASED COMMUNITY	Is this an intellectually and socially safe and collaborative learning community where all students are valued and heard?	Observation Student Survey Reflective Documents
PURPOSEFUL LEARNING	Are all students working with appropriately challenging content that leads to development of: standards-mastery, lifeworthy understandings, character, and high-quality work?	Observation Lesson & Unit Plans Student Survey Reflective Documents
LEARNER-DRIVEN: ACADEMIC OWNERSHIP	Are all students responsible for leading their own learning and grappling with complex problems?	Observation Student Work Samples Formative & Summative Data Student Data Analysis Student Survey Reflective Documents
LEARNER-DRIVEN: DEMONSTRATION OF LEARNING	Do all students actively demonstrate in a variety of ways that they are learning and constructing their own understanding?	
PROFESSIONAL PRACTICE	Am I growing and contributing as an educator, colleague, learner, and community member?	Self-Reflection Teacher-Selected Artifacts Observed Actions

Framework Overview

The LCPS' Framework for Transformational Teaching describes excellent instruction aligned to our Instructional Stances and Graduate Profile and provides a common language to articulate what they look like in practice. By rating only five performance areas, the Framework allows evaluators, observers, coaches, and teachers to focus on feedback and development.

The Framework describes performance in five performance areas aligned to our instructional stances and graduate profile:

Relationship-Based	Purposeful	Learner-Driven: Academic Ownership	Learner-Driven: Demonstration of Learning	Professional Practice
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Each performance area has three components:

1. **Essential Question:** The core question to answer about the particular performance area. In a Skillful (Level 4) teacher's classroom, the answer to each Essential Question is "yes."
2. **Descriptor Language:** Descriptions of each performance area are used to differentiate five levels of performance: Transformational, Skillful, Developing, Emerging, and Novice. The framework uses descriptors that focus primarily on student actions and responses.
3. **Core Teacher Skills:** The Core Teacher Skills are a non-exhaustive list of teacher skills and behaviors that contribute to student outcomes in each domain. This section does not contribute to a teacher's score on the rubric, but is intended to provide support for teachers to focus and prioritize growth and development on one or two specific skills within a development cycle. This part of the framework is intended to be modified in the field by observers and teachers and for those changes to be recorded as users agree on them.

Holistic Scoring & Supporting Growth and Development: When evaluators or observers use the Framework, they select the rating where the combination of descriptors most closely describes the observed performance and artifacts, using a *preponderance* of evidence for each performance area. Observers do not rate the teacher on Core Teacher Skills; those are included only for coaching and development purposes. The Core Teacher Skills can help an observer narrow in on development areas and guide conversations about specific strategies teachers can use to develop and grow, as well as to select goals or specific skills to prioritize for a coaching or development cycle. When determining which descriptor to select utilize the following criteria:

All or almost all = 90%+

Most = 70%-89%

Some = 50%-70%

Few or None = Less than 50%

Training and Implementation: Even the best rubric will fail to help teachers develop if it is not implemented with care. Thoughtful introduction and deliberate training with ongoing practice will ensure that all stakeholders share an understanding of the framework and rubric's meaning and use. Principals, coaches and teachers should be well trained on the rubric and its use and have opportunities to practice observing instruction together to ensure consistent, accurate ratings.

**Note: The Core Teacher Skills are a non-exhaustive list of teacher skills and behaviors that contribute to student outcomes in each domain. This section does not contribute to a teacher's score on the rubric, but is intended to provide support for teachers to focus and prioritize growth and development on one or two specific skills within a development cycle. This part of the framework is intended to be modified in the field by observers and teachers and for those changes to be recorded as users agree on them.*

RELATIONSHIP-BASED COMMUNITY | Is this an intellectually and socially safe and collaborative learning community where all students are valued and heard?

1. NOVICE	2. EMERGING	3. DEVELOPING	4. SKILLFUL	5. TRANSFORMATIONAL
Very few or no students demonstrate a sense of safety and support by taking risks, participating actively, or persevering in independent learning.	Some students demonstrate a sense of safety and support by taking risks, participating actively, and persevering in independent learning.	Most students demonstrate a sense of safety and support by taking risks, participating actively, and persevering in independent learning.	All students demonstrate a sense of safety and support by taking risks, participating actively, and persevering in independent learning.	<i>All descriptors for Level 4 are met, and at least one of the following types of evidence is demonstrated:</i>
Very few or no students follow core-value based norms and routines in an orderly or efficient manner, requiring substantial direction and redirection from the teacher frequently losing significant instructional time.	Some students follow core-value based norms and routines, but require substantial direction from the teacher resulting in loss of instructional time.	Most or almost all students follow the core-value based norms and routines though they may require some direction from the teacher and/or may not fully maximize instructional time.	All or almost all students own the core-value based norms, rituals, and routines with minimal direction or narration from the teacher and begin to hold each other accountable, both maximizing instructional time and fostering self-direction.	All students assume responsibility for the core-value based norms, rituals and routines in an efficient and self-directed manner, requiring no direction or narration from the teacher.
Students' identities are rarely affirmed by their classroom community and environment.	Students' identities are affirmed some of the time by their classroom community and environment, which shows some consideration for their cultural, social, and emotional needs, interests, and strengths.	Students' identities are affirmed most of the time by their classroom community and environment, which shows consideration for their cultural, social, and emotional needs, interests, and strengths.	All students' identities are affirmed by their classroom community and environment, which is designed around their cultural, social, and emotional needs, interests, and strengths.	Most students demonstrate a sense of ownership of community expectations by holding each other accountable for meeting them.
Teacher/student and student/student interactions are not respectful or healthy, and/or punitively address harm.	Teacher/student and student/student interactions are generally respectful, though may show inconsistency towards some students and/or address harm more punitively.	Teacher/student and student/student interactions are consistently respectful, healthy, and attempt to restoratively repair harm.	Teacher/student and student/student interactions foster mutual respect, build healthy relationships, and restoratively repair harm.	Students support each other to ensure all students are engaged, equitably participate, and persevere to collaboratively construct meaning and produce high quality work.
Students rarely construct understanding collaboratively and independently and/or almost always results in inequitable voice and participation.	Students sometimes construct understanding collaboratively and/or independently, but the structure is almost always chosen by the teacher and/or frequently results in inequitable voice and participation.	Students regularly construct understanding collaboratively and independently, though the structure is usually chosen by the teacher and/or inconsistently results in equitable voice and participation.	Students have intentional opportunities to construct understanding collaboratively and independently, which are owned by both teacher and students resulting in equitable voice and participation.	Students demonstrate a sense of adventure and joy in their learning.
The classroom is poorly set up to facilitate student thinking and/or does not foster independence or care for materials and others.	The classroom is minimally setup to facilitate student thinking and foster independence and care for materials and others.	The classroom is generally set up to facilitate student thinking and foster independence and care for materials and others.	The classroom is intentionally set up to facilitate and reflect student thinking and voice, and foster independence and care for materials and others.	The classroom is a beautiful and joyful space rich in student voice and evidence of learning.

Core Teacher Skills for Relationship-Based Community*

Maintaining a Warm Demander Stance

- Teaching and providing specific, concrete, sequential, and observable directions for behavior and academics to build students' self-efficacy
- Using positive narration and redirection to support students in making positive choices and choosing to follow norms, expectations, routines, and procedures
- Addressing all negative and off-task student behavior consistently and respectfully in a way that does not slow or disrupt lesson momentum or publicly
- Issuing logical and appropriate consequences as needed without hesitation, such that consequences or redirections are successful in changing student behavior
- Using a warm and firm tone of voice and presence to maintain authority and convey caring for students
- Investing time in knowing individual students and in forming relationships to best support their learning
- Developing an active interest in students' well-being and demonstrating that interest through engagement with students
- Expressing warmth in non-verbal ways

Cultivating Learning Partnerships with Students and Affirming Student Identity

- Reimagining the student and teacher relationship as a partnership
- Reducing students' social-emotional stress from stereotype threat and microaggressions and regularly provide microvalidation
- Balancing giving students both care and push
- Helping students cultivate a positive academic mindset and sense of self-efficacy

Using Rituals and Routines to Support a Culture of Learning

- Using techniques and rituals for starting and ending lessons
- Using efficient routines and procedures to maximize learning time
- Using effective attention-getters and other strategies to transition efficiently between lesson segments
- Responding to student requests without interrupting instruction
- Planning for and providing work for students to "say yes to" and using strategies to maintain a quick pace throughout the lesson

Creating a Restorative and Responsive Community

- Visible set of character traits used daily to acknowledge positive or challenging behaviors
- Modeling and providing opportunities to practice and reflect upon the embodiment of character traits in teacher and student actions and interactions
- Using restorative, rather than punitive, practices to ensure harm is repaired and that all students feel safe, valued, and known well within the classroom community
- Framing discipline and consequences in terms of choices and becoming a self-disciplined and self-directed learner

Maintaining a Beautiful Learning Environment

- High quality student work is displayed in classroom with text that makes clear what students have learned
- Classroom set up is clear and well-known to students and allows them to navigate and utilize spaces, materials, and learning independently
- Walls are language-rich and include anchor charts and other student-created work that students can reference independently

Ensuring Equitable Participation

- Regularly calling on non-volunteers using randomized participation methods (for higher-level thinking and not just procedural questions)
- Creating and using accountable talk and task structures in pairs and small groups
- Using timing, think time, and other intentional structures to ensure all students get time to regularly share ideas and feel safe and able to do so
- Monitoring participation frequently and providing students opportunities to monitor and reflect on their participation and that of their classmates
- Modeling and providing opportunities for students to practice and build academic discourse skills to use in pairs and small groups

PURPOSEFUL LEARNING| Are all students working with appropriately challenging content that leads to development of: standards-mastery, lifeworthy understandings, character, and high-quality work?

1. NOVICE	2. EMERGING	3. DEVELOPING	4. SKILLFUL	5. TRANSFORMATIONAL
Learning Targets, units, and lessons are not built from the standards and/or do not focus on content that supports students in	Learning Targets, units, and lessons are partially built from the standards and partially focus on content that supports students in	Most Learning Targets, units, and lessons are built from the standards and focus on content that supports students in developing	All Learning Targets, units, and learning experiences are appropriately challenging, built from the standards, and focus on content that supports students in developing lifeworthy understanding	<i>All descriptors for Level 4 are met, and at least one of the following types of evidence is demonstrated:</i>

developing lifeworthy understanding and/or skill mastery.	developing lifeworthy understanding and/or skill mastery.	lifeworthy understanding and/or skill mastery.	and/or skill mastery. Lesson planning includes space for student voice and agency.	<p>Students co-construct curricular design with teacher fostering student ownership of the learning.</p> <p>Tasks and assessments create frequent opportunities for students to apply learning independently to diverse contexts, make deep and meaningful connections between and across disciplines, innovate, and produce high-quality work that impacts their communities.</p>
Very few of the supporting targets and daily lessons are specific or aligned to long-term targets, and most activities students engage in are not aligned or well-sequenced to move students towards mastery of the appropriate standards and/or IEP goals.	Only some supporting targets are specific or aligned to long-term targets, and/or only some activities students engage in are aligned and well-sequenced to move students towards mastery of the appropriate standards and/or IEP goals.	Most supporting targets are specific and aligned to long-term targets, and most activities students engage in are aligned and well-sequenced to move students toward mastery of the appropriate standards and/or IEP goals.	All supporting targets are specific and aligned to long-term learning targets, and all learning activities students engage in are aligned and well-sequenced to move students toward mastery of the appropriate standards and/or IEP goals.	
Selected strategies support <i>very few or no</i> students to meet high expectations in skills/knowledge, character, and high quality work.	Selected strategies support <i>only some</i> students to meet high expectations in skills/knowledge, character, and high quality work, only sometimes expecting precision or probing for thinking.	Selected strategies support <i>most</i> students to meet high expectations in skills/knowledge, character, and high quality work though may not always expect precision or probe for thinking.	Selected strategies effectively support <i>all</i> students to meet appropriately high expectations in skills/knowledge, character, and high quality work, expecting precision and probing for thinking.	
Most instructional materials are not high-quality or appropriately rigorous for the grade/course and time in the school-year, (ex. Lexile level and complexity of text).	Some instructional materials are not high-quality or not appropriately rigorous for the grade/course and time in the school-year (ex. Lexile level and complexity of text).	Most instructional materials are high-quality and are appropriately rigorous for the grade/course and time in the school-year (e.g. Lexile Level and complexity of text).	All or almost all instructional materials are high-quality, appropriately rigorous, and support students in the analysis of real-world craftsmanship and/or the mastery of deep content knowledge and skills.	
Tasks and assessments include few opportunities to practice and master discipline-specific and real-world skills and rarely build toward authentic or relevant products.	Tasks and assessments include some opportunities to practice and master discipline-specific and real-world skills but may not build toward authentic or relevant products.	Tasks and assessments include some opportunities to practice and master discipline-specific and real-world skills that build toward authentic and/or relevant products.	Tasks and assessments embed regular opportunities to practice and master discipline-specific and real-world skills that build toward authentic and/or relevant products, as well as some opportunities to apply learning to diverse contexts and make meaningful connections between and across disciplines.	
Teacher does not use data or knowledge of students to plan learning opportunities to meet student needs.	Teacher uses data and knowledge of students infrequently or ineffectively to plan learning opportunities to meet student needs or leverage student strengths and interests.	Teacher uses data and knowledge of students inconsistently to plan learning opportunities to meet student needs and leverage student strengths and interests.	Teacher regularly uses data and knowledge of students to effectively tailor learning opportunities to meet student needs and leverage student strengths and interests.	

Core Teacher Skills for Purposeful Learning*

Planning Effectively

- Allocating instructional time to address the most important content for the grade or course
- Developing and clearly communicating a well-framed, standards-aligned and appropriately rigorous objective to describe the goal(s) of the lesson
- Crafting quality academic learning targets that are: derived from standards; student-friendly; measurable; specific and contextualized; and descriptive of the intended learning.
- Developing and/or using appropriately demanding instructional materials, such as texts, questions, problems, exercises and assessments
- Developing a vision for student success and standards-aligned, big goal(s) that are ambitious, measurable and appropriate for all students
- Developing and/or using daily lesson activities that are well sequenced and move students toward mastery of grade-level standards and developing lifeworthy understanding.
- Developing and/or using a long-term, sequential plan that leads to mastery of the most important content and developing lifeworthy understanding for the grade or course
- Anticipating common student misunderstandings given the content, and ensuring strategies are in place to overcome those misunderstandings
- Connecting new content to culturally responsive examples and metaphors from students' community and everyday lives

Selecting & Planning for High Leverage Strategies

- Selecting intentional grouping strategies and group work protocols for tasks that are worthy of and appropriate for collaborative learning.

- Providing appropriate scaffolding to support all students in attaining learning goals and removing scaffolds or supporting students to own strategies themselves.
- Developing questions and questioning techniques that support students to engage in deeper levels of thinking and reflection and support students to engage in discourse with each other not just with the teacher.
- Planning for the use of models and exemplars to help students describe and analyze criteria for success.

Planning for Effective Differentiation

- Developing and providing accommodations and modifications as needed to ensure all students are able to attain learning goals.
- Considering students' IEP goals and other specific learning needs in developing learning goals and preparing lessons (where applicable).
- Differentiating instruction for students who are working toward the same long-term learning target while providing extra support for struggling students and more challenging tasks for more proficient students through differentiation in process, product, content, or learning environment.
- Intentionally planning for when all students will work with grade-level versus individualized leveled texts.

Note to observers: When assessing the content of the lesson, your goal is to first examine what students are being asked to do during the lesson, and with what materials. Then, compare this to the expectation of the relevant Common Core or state standard for that particular subject/grade to assess whether or not the students are working with appropriately rigorous content.

LEARNER-DRIVEN: ACADEMIC OWNERSHIP | Do all students actively demonstrate in a variety of ways that they are learning and constructing their own understanding?

1. NOVICE	2. EMERGING	3. DEVELOPING	4. SKILLFUL	5. TRANSFORMATIONAL
Very few or no students persist to complete appropriately challenging cognitive work during the lesson. The teacher owns the cognitive work of the lesson.	Some students persist to complete appropriately challenging cognitive work during the lesson. The teacher consistently finishes the cognitive work that students could own.	Most students persist to complete appropriately challenging cognitive work during the lesson. The teacher sometimes finishes the cognitive work that students could own.	All or almost all students persist to complete appropriately challenging cognitive work during the lesson. The teacher rarely finishes any of the cognitive work that students could own.	<p><i>All descriptors for Level 4 are met, and at least one of the following types of evidence is demonstrated:</i></p> <p>Students independently show enthusiasm and interest in taking on advanced or more challenging content.</p> <p>Students construct their own understanding and all students drive their own learning by regularly exercising choice in content, process, product, and learning environment.</p>
Very few or no students regularly grapple with complexity or are supported to develop stamina and confidence.	Some students regularly grapple with complexity and are supported to develop stamina and confidence.	Most students regularly grapple with complexity and are supported to develop stamina and confidence.	All or almost all students regularly grapple with complexity and are supported to develop stamina and confidence	
Very few or no students effectively ask questions and share ideas and feedback with peers to deepen understanding and further shape inquiries.	Some students effectively ask questions and share ideas and feedback with peers to deepen understanding and further shape inquiries.	Most students effectively ask questions and share ideas and feedback with peers to deepen understanding and further shape inquiries.	All or almost all students effectively ask questions and share ideas and feedback with peers to deepen understanding and further shape inquiries.	
Very few or no students effectively use data to track their progress toward mastery, identify strengths and needs.	Some students effectively use data (including self-reflection and peer/teacher feedback) to track their progress toward mastery, identify strengths and needs and pursue their goals.	Most students effectively and frequently use data (including self-reflection and peer/teacher feedback) to track their progress toward mastery, identify strengths and needs and actively pursue their goals.	All or almost all students effectively and frequently use data (including self-reflection and peer/teacher feedback) to track their progress toward mastery, identify strengths and needs and actively pursue their goals.	

<p>Very few or no students drive their own learning by exercising choice.</p>	<p>Some students drive their own learning by exercising occasional choice in content, process, product, and/or learning environment.</p>	<p>Most students drive their own learning by exercising some choice in content, process, product, and/or learning environment.</p>	<p>All or almost all students drive their own learning by exercising meaningful voice and agency in content, process, product, learning strategies, and/or learning environment.</p>	
<p>Very few or no students can articulate the "what" or the "why" of their work.</p>	<p>Some students can articulate the "what" and the "why" of their work.</p>	<p>Most students can articulate the "what" and the "why" of their work.</p>	<p>All or almost all students can articulate the "what" and the "why" of their work.</p>	

Core Teacher Skills for Learner-Driven-Academic Ownership*

Maintaining High Academic Expectations

- Promoting student persistence to get correct, defended responses
- Using an appropriate tone when responding to student answers
- Requiring that students use complete sentences, correct grammar and academic language
- Supporting each student to take greater ownership for their learning, understanding criteria for success, and give students language to talk about their learning moves

Building Thinking Skills

- Structuring and delivering lesson activities so that students do an appropriate amount of the thinking required by the lesson
- Posing questions or providing lesson activities that require students to cite evidence to support their thinking
- Providing opportunities for students to respond to and build on their peers' ideas
- Providing support necessary for students to complete instructional tasks requiring higher-order thinking skills
- Providing individualized instruction so that all students can access content and participate in the class
- Teaching students cognitive routines using the brain's natural learning systems
- Providing authentic opportunities to process content, e.g. unpacking learning tar
- Processing new content using methods from oral traditions

Using Models & Exemplars

- Using models and exemplars to help students analyze and identify characteristics of high quality products and/or understand rubric elements
- Providing opportunities for students to compare their work to models and exemplars using rubrics during the drafting process
- Developing rubrics together with students by examining and analyzing models and exemplars

Using Drafts and Feedback

- Establishing norms for giving and receiving feedback and critique.
- Building lessons with frequent opportunities for descriptive feedback.
- Providing opportunities for student work to go through multiple drafts/revisions with specific, targeted feedback from teacher and/or peers to improve work in progress
- Developing feedback protocols to support students in providing feedback to peers
- Providing students with wise feedback.
- Teaching students to set actionable goals based on self-assessment of progress toward learning targets

Providing Choice in Lessons

- Providing students with opportunities to select the way in which they will demonstrate evidence of meeting Learning Targets
- Engaging students in identifying meaningful topics for research, case studies, or other content and questions for inquiry

- Allowing students to choose how they approach a particular problem or assignment
- Giving students choices of how to develop skills based on their self-assessment of needs and preferred learning strategies

***Note:** *The Core Teacher Skills are a non-exhaustive list of teacher skills and behaviors that contribute to student outcomes in each domain. This section does not contribute to a teacher's score on the rubric, but is intended to provide support for teachers to focus and prioritize growth and development on one or two specific skills within a development cycle. This part of the framework is intended to be modified in the field by observers and teachers and for those changes to be recorded as users agree on them.*

LEARNER-DRIVEN: DEMONSTRATION OF LEARNING | Do all students actively demonstrate in a variety of ways that they are learning and constructing their own understanding?

1. NOVICE	2. EMERGING	3. DEVELOPING	4. SKILLFUL	5. TRANSFORMATIONAL
Questions, tasks or assessments do not yield data that allow the teacher to assess students' progress toward learning goals.	Questions, tasks or assessments yield data that only partially allow the teacher to assess students' progress toward learning goals.	Questions, tasks or assessments yield data that allow the teacher to assess students' progress toward learning goals and begin to recognize when misconceptions or skills gaps occur.	Questions, tasks or assessments yield data that allow the teacher as well as students themselves to assess students' progress toward learning goals and help pinpoint where misconceptions or skill gaps occur.	<i>All descriptors for Level 4 are met, and at least one of the following types of evidence is demonstrated:</i>
Students have very few or no opportunities to express learning through academic writing and/or explanations using academic language.	Students have few opportunities to express learning through academic writing and/or explanations using academic language.	Students have some opportunities to express learning through academic writing and/or explanations using academic language.	All students have multiple authentic opportunities to process content and express learning through academic writing and/or explanations using academic language.	All students have extensive (multiple and in-depth) opportunities to express learning through academic writing and/or explanations using academic language.
Student responses, work and interactions demonstrate that most students are not on track to achieve stated or implied learning goals.	Student responses, work and interactions demonstrate that some students are on track to achieve stated or implied learning goals.	Student responses, work and interactions demonstrate that most students are on track to achieve stated or implied learning goals.	Students' responses, work, and interactions demonstrate that all or almost all students are on track to achieve mastery of or accelerated growth toward or beyond grade level standards and English Learner or IEP goals.	All students revise their personal learning strategies based on reflection on their efforts and results.
Very few or no students produce high quality work that demonstrates conceptual understanding and fluency.	Some students produce high quality work that demonstrates conceptual understanding and fluency.	Most students produce high quality work that demonstrates conceptual understanding and fluency.	All or almost all students produce high quality work that encompasses deep conceptual understanding and fluency.	All students demonstrate that they make connections between what they are learning and how it advances their personal passions and goals
Very few or no students can describe what mastery looks like or use evidence in their work to articulate their progress.	Some students can describe what mastery looks like or use evidence in their work to articulate their progress.	Most students can describe what mastery looks like and use evidence in their work to articulate their progress.	All or almost all students can describe what mastery looks like and use evidence in their work to articulate their progress.	

Core Teacher Skills for Learner-Driven Demonstration of Learning*

Leading Instruction

- Conveying or providing accurate content and all content necessary for students to achieve the learning goal(s)
- Using explanations of content that are clear, coherent and support student understanding of content
- Differentiating instruction as needed in response to student learning needs, including enrichment and extra support

Checking for Understanding of Content

- Accurately checking for whether students understand the key content needed to master the lesson at key moments in the lesson (e.g. during direct instruction, before independent practice, at a transition and with an exit ticket at the end of a lesson)
- Strategically planning questions to assess understanding throughout the lesson
- Developing and/or using informal and formal assessments that yield useable data on students' progress toward grade-level standards
- Giving students multiple opportunities to demonstrate progress toward long-term learning targets

Responding to Student Misunderstanding

- Providing feedback that affirms correctly understood content and student progress toward the lesson objective, and clarifies misunderstood content
- Recognizing the root of student errors and re-teaching or re-framing content to address the underlying cause of student misunderstanding
- Engaging students in analyzing their own needs and advocating for support

Student-Engaged Assessment

- Engaging students in reflecting on and assessing their own progress toward learning targets, using evidence from their work
- Incorporating reflection as an ongoing classroom practice

High Quality Student Work

- Modeling products and performances on real-world formats
- Using rubrics and exemplars that describe mastery
- Engaging students in the creation of rubrics and description of exemplars.
- Supporting students to transfer understanding to new contexts
- Connecting daily lessons to big concepts

**Note: The Core Teacher Skills are a non-exhaustive list of teacher skills and behaviors that contribute to student outcomes in each domain. This section does not contribute to a teacher's score on the rubric, but is intended to provide support for teachers to focus and prioritize growth and development on one or two specific skills within a development cycle. This part of the framework is intended to be modified in the field by observers and teachers and for those changes to be recorded as users agree on them.*










PROFESSIONAL PRACTICE: Am I growing and contributing as a skillful and culturally responsive educator, colleague, learner, and community member?

NOT MEETING (1-3) <i>1-Almost Never, 2-Sometimes Not, 3-Approaching</i>	MEETING (4)	TRANSFORMATIONAL (5)
Demonstrates insufficient or counter evidence for this indicator as evidenced by reflection, portfolio, and observed actions leading to a negative impact on student outcomes and/or the school community.	Demonstrates sufficient evidence for this indicator as evidenced by reflection, portfolio, and observed actions leading to a generally positive impact on student outcomes and the school community.	Demonstrates robust evidence for this indicator as evidenced by reflection, portfolio, and observed actions leading to transformational impacts on student outcomes and the school community, often serving as a model or leader in this capacity.












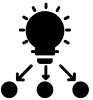
Indicators	Possible Behavioral Evidence*	Rating
	<i>*Do not need to provide evidence or reflection for each; these represent some of the behaviors representative of each indicator</i>	
Purposeful & Self Aware	<ul style="list-style-type: none"> • Demonstrates self-awareness, reflects on practice with self and others, and acts on feedback. • Knows and owns own biases/perceptions/practices and mitigates negative impact on students through culturally responsive practices. • Takes initiative to improve the community and assumes appropriate leadership roles where passion, community need, and skills overlap. • Builds capacity by engaging new and veteran teachers and/or other staff in communities of practice. 	
Committed to Service and Justice	<ul style="list-style-type: none"> • Is solutions-oriented and committed to positive change. • Takes responsibility for student outcomes and courageously advocates for self and individual student needs within the school. • Connects families to outside resources as needed. • Works in collaboration to design, implement and/or improve upon systems to affect school change and increase equitable outcomes. • Engages in, facilitates, or initiates courageous conversations about difficult questions regarding inequity and change with staff, families and students. • Acknowledges the socio-political context around race, class, and language and invites marginalized groups' voices into the classroom and school community. 	
Relationship Builder	<ul style="list-style-type: none"> • Makes families and community members feel welcome & valued, seeking to know students and families & their backgrounds. • Engages in timely, respectful, and consistent two-way dialogue with families for the purpose of improving students' growth. • Learns about, welcomes, acknowledges, and accommodates linguistic and cultural differences and values. • Consistently works with colleagues and contributes to collaborative teams by setting shared goals, analyzing/comparing data, collectively solving problems, engaging in learning together, sharing successful strategies and implementing possible solutions that improve student outcomes. • Maintains and builds a restorative and responsive school community where all people feel safe, respected, and able to bring their authentic selves. • Cultivates relationships across the school community based on kindness, compassion, and empathy. 	
Lifelong Learner	<ul style="list-style-type: none"> • Demonstrates a growth mindset for self, colleagues, and students. • Contributes to a culture of inquiry by keeping up with current research & pedagogy and integrating them into their practice. • Reflects on personal performance data and takes ownership of professional learning needs by self-identifying goals and pursuing learning opportunities and actions that support personal growth. • Contributes to or engages as a professional in the discipline one teaches (e.g. as an artist, scientist, et al. or in research or scholarship). • Implements, refines, and innovates practices within the classroom based upon professional learning. 	
Professionally Proficient	<ul style="list-style-type: none"> • Manages professional responsibilities and fulfills professional commitments to students, families, and colleagues. • Demonstrates integrity and ethical conduct and adheres to legal responsibilities and educational policies. • Communicates clearly and in a timely fashion, expresses disagreement respectfully, and exemplifies shared core values when engaging colleagues and community. 	



Crew HoWL Tracker

Core Value	HoWLs	Directly learned	Created a lesson	Shared a lesson	Received a lesson
COMMUNITY 	 <p>I collaborate with others.</p>				
	 <p>I solve problems in a way that supports my community.</p>				
	 <p>I make respectful choices.</p>				
LOVE 	 <p>I treat others the way they want to be treated.</p>				
	 <p>I show appreciation for myself and others.</p>				
	 <p>I value diversity.</p>				
SOCIAL JUSTICE	 <p>I repair harm.</p>				



	 I advocate for the needs of others.				
	 I perform service within and beyond our school.				
	 I work to create a more diverse, equitable, and inclusive world.				
INTEGRITY 	 I reflect honestly.				
	 I make responsible learning choices.				
	 I cultivate interests in career objectives.				
AGENCY 	 I can actively engage in my learning.				
	 I show persistence with new and challenging tasks.				
	 I use resources to support my learning.				

MTSS Tiered Intervention Matrix

LEA/School: LCPS Guidelines (To be further developed with site based teams)

Curricular Area: Attendance

Universal Support	
Tier I – What do all students/families experience?	When? How?
<p>Engage Students and Families</p> <ul style="list-style-type: none"> • May include: <ul style="list-style-type: none"> ○ Home visits with incoming families. ○ Parent education sessions and messaging throughout the year (using Attendance Works Materials) ○ Information in school newsletters ○ Sharing attendance data at SLCs <p>Recognize Good and Improved Attendance</p> <ul style="list-style-type: none"> • May include: <ul style="list-style-type: none"> ○ Classroom Attendance Challenges ○ Recognition of classrooms with improved attendance ○ Off-campus lunch for students with good attendance ○ <i>Note: “Perfect attendance” certificates/recognition has been shown to decrease attendance in the long run</i> <p>Monitor Attendance Data and Practices</p> <ul style="list-style-type: none"> • Data report set up in Aeries and/or sent to the attendance team on Monday (from previous week) • MTSS Attendance team meets to review data and make referrals to action plans <p>Personalized Early Outreach</p> <ul style="list-style-type: none"> • May include: <ul style="list-style-type: none"> ○ Summer outreach list based on previous years attendance data ○ Phone calls in first month of school based on past attendance and attendance during first weeks ○ Letter to all families about extended absences around the holidays 	<p>MTSS Teams – attendance configuration</p> <ul style="list-style-type: none"> • AP Leads • Dean • Family Liaison • Ops/Front Desk <p>Bi-Weekly Meetings in Q1 to catch early needs</p>

Universal Screening		
Tools	Who	When Reviewed
Aeries Attendance Reports	MTSS Attendance Team, lead by APs	Run for MTSS Attendance meetings

Intervention and Support		
	Supplemental	Intensified
	Who: Students with ADA from 85%-91%	Who: Student with ADA <85%
Engage Students and Families	Sites select one or more of the following: <ul style="list-style-type: none"> • Summer Meetings with Tier II students and families (home visits) • Reminders of the importance of positive attendance at BTSN • Attendance review at SLCs 	Family Meeting to: <ul style="list-style-type: none"> • Identify reasons for poor attendance • Develop a personalized plan Options for Plan May Include: <ul style="list-style-type: none"> • Looking for transportation support • Identifying guidelines for what is “too sick” to go to school • Connecting family with other community resources (health care, counseling, after school programs, etc.) • Addressing issues that keep student from wanting to attend school Follow-Up Must Include: <ul style="list-style-type: none"> • Personalized phone call for every day absent • Regular updates with family
Recognize Good and Improved Attendance	Sites select one or more of the following: <ul style="list-style-type: none"> • Personalized phone calls for improved attendance 	
Monitor Attendance Data and Practice	Sites select one or more of the following: <ul style="list-style-type: none"> • Documentation of family touchpoints • Sharing students on the intervention list with teachers • Continued monitoring through MTSS Attendance meetings 	
Provide Personalized Early Outreach	Sites select one or more of the following: <ul style="list-style-type: none"> • Personalized phone calls from Principal/AP for students absent in the first weeks of school • Front desk, teacher, principal and AP welcome students back after an absence • Personalized note for families with absences 	

	the first week of school	
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Progress Monitoring				
Tools	Who Administers		When Reviewed	
Student Attendance Tracker	MTSS Attendance Team, lead by APs (based on built Aeries Report)		Reviewed during MTSS Attendance Meetings	
	Supplemental Support		Intensified Support	
	If	Then	If	Then
Decision Rules	If student attendance increases to above 91%	Then remove supplemental support but continue monitoring	If student attendance increases to above 91%	Then remove supplemental support but continue monitoring
	If student attendance increases after a month of supplemental support, but remains between 87% and 92%	Then continue supplemental support	If student attendance increases to at least 87% and remains above the threshold at least one month	Then move to supplemental support
	If student attendance does not improve	Then adjust supplemental support	If student attendance increases but stays below 87%	Then continue attendance plan
	If student attendance drops below 87%	Then move to intensified support	If student attendance does not increase after one month	Then consider changes to plan

Implementation Monitoring		
Tools	Team That Collects Data	Team That Reviews Data
Student Attendance Tracker Family Contact Logs MTSS Team	MTSS Team	MTSS Team A-Team

	Support
Decision Rules	If , Implementation is not happening according to the MTSS Team Plan then inquiry to determine the reason for lack of implementation

Lighthouse Community Charter School

IDENTIFICATION, EVALUATION AND EDUCATION UNDER SECTION 504 SECTION 504 POLICY

The Board of Directors of Lighthouse Community Charter School (“LCCS” or “School”) recognizes the need to identify and evaluate students with disabilities in order to provide them with a free, appropriate public education and its legal responsibility to ensure that “no qualified person with a disability shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” This policy and the related administrative regulation has been developed to ensure the implementation of Section 504 of the Rehabilitation Act of 1973 (“Section 504”), and its implementing regulations as amended, which pertains to public schools. The intent is to ensure that all students with disabilities, who are eligible under Section 504, are identified and evaluated and have access to a free, appropriate public education (“FAPE”).

Under Section 504, individuals with physical or mental impairments that substantially limit one or more major life activities, including learning, are entitled to receive regular or special education and/or related aids and services designed to meet their individual needs as adequately as the needs of nondisabled students are met. Major Life Activities include functions such as caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working, as well as the operation of a major bodily functions, including functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions. Students may be disabled and entitled to services under Section 504 even though they are not eligible for services pursuant to the Individuals with Disabilities in Education Act Improvement Act of 2004 (“IDEA”).

The School’s Director or designee shall ensure that this policy and set of procedures is implemented and followed. Whenever there is reason to believe that, because of a disability, a student needs regular or special education and/or related aids and services (and the student has not been found eligible under IDEA) that student will be evaluated under this policy’s administrative regulation.

A Section 504 Team will be convened to determine the student’s need for regular or special education and/or related aids and services. The 504 Team will include persons knowledgeable about the Section 504 standards, the student’s individual needs and school history, the meaning of evaluation data, and placement options. The student’s parent/guardian shall be invited to participate in this 504 Team and shall receive notice of procedural safeguards guaranteed by law. If LCCS does not assess a student after a parent has requested an assessment, the School shall provide notice of the parent’s/guardian’s procedural safeguards.

If the student, due to disability, is found to require regular or special education and/or related aids and services under Section 504, the Section 504 Team shall develop a 504 plan for the provision of such services to the student. The student shall be educated with nondisabled students to the maximum extent appropriate to the student's individual needs. The student's parent/guardian shall be provided a copy of the 504 plan and shall receive notice of procedural safeguards guaranteed by law. LCCS shall periodically review the student's progress and placement.

Lighthouse Community Charter School will implement this policy through its corresponding Administrative Regulations.

Lighthouse Community Charter School

IDENTIFICATION, EVALUATION AND EDUCATION UNDER SECTION 504 SECTION 504 ADMINISTRATIVE REGULATIONS

A. Definitions

1. **Academic Setting** – the regular, educational environment operated by the Lighthouse Community Charter School (“LCCS” or “Charter School”).
2. **Individual with a Disability under Section 504** – An individual who:
 - a. has a physical or mental impairment that substantially limits one or more major life activities;
 - b. has a record of such an impairment; or
 - c. is regarded as having such an impairment.
3. **Evaluation** – procedures used to determine whether a student has a disability as defined within, and the nature and extent of the services that the student needs. The term means procedures used selectively with an individual student and does not include basic tests administered to, or procedures used with, all students in a school, grade or class.
4. **504 Plan** – is a plan developed to identify and document the student’s needs for regular or special education and related aids and services for participation in educational programs, activities, and school –sponsored events.
5. **Free Appropriate Public Education (“FAPE”)** – the provision of regular or special education and related aids and services that are designed to meet the individual needs of persons with disabilities as adequately as the needs of persons without disabilities are met.
6. **Major Life Activities** - Functions such as caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working. A major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

7. **Physical or Mental Impairment –**
 - a. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory; including speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic; skin; and endocrine; or
 - b. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.
8. **504 Coordinator –** The **[TITLE]**, **[NAME]**, shall serve as the Charter School’s Section 504 coordinator. The parents or guardians may request a Section 504 due process hearing from, or direct any questions or concerns to the 504 Coordinator at **[NUMBER]**.
9. **Has a record of such an impairment** - means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.
10. **Is regarded as having an impairment** - means
 - a. An individual meets the requirement of 'being regarded as having such an impairment' if the individual establishes that he or she has been subjected to an action prohibited under this Act because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity.
 - b. Being regarded as having an impairment shall not apply to impairments that are transitory and minor. A transitory impairment is an impairment with an actual or expected duration of 6 months or less.

B. Referral, Assessment and Evaluation Procedures

1. LCCS will evaluate any student who, because of disability, needs or is believed to need regular or special education and/or related aids and services.
2. A student may be referred by anyone, including a parent/guardian, teacher, other school employee or community agency, for consideration as to whether the student qualifies as a student with disabilities under Section 504. Requests for evaluation shall be made in writing, and a copy of said request will remain in the student’s file regardless of the final determination. This referral should be made to the Section 504 Coordinator who will convene a 504 Team. Any requests made to another Charter School employee will be forwarded to the Section 504

Coordinator.

3. The LCCS has the responsibility to ensure that students with disabilities are evaluated. Therefore, it is important that students who are or may be disabled are referred to the Section 504 Coordinator so that the assessment process is initiated.
4. The 504 Team convened by the Section 504 Coordinator will be composed of the student's parents/guardians and other persons knowledgeable about the student (such as the student's regular education teachers), the student's school history, the student's individual needs (such as a person knowledgeable about the student's disabling condition), the meaning of evaluation data, the options for placement and services, and the legal requirements for least restrictive environment and comparable facilities.
5. The 504 Team shall promptly consider the referral and determine what assessments are needed in all suspected areas of disability to evaluate whether the student is a student with a disability under Section 504 and what special needs the student may have. The decision regarding what assessments shall be undertaken shall be based on a review of the student's school records (including academic, social and behavioral records), any relevant medical records, and the student's needs. Students requiring assessment shall be provided appropriate assessments administered by qualified assessment specialists.
6. The 504 Team will consider the following information in its evaluation of the student:
 - a. Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel;
 - b. Tests and other evaluation materials including those tailored to assess specific areas of educational need and not merely those which are designed to provide a single general intelligence quotient; and
 - c. Tests are selected and administered so as to best ensure that, when a test is administered to a student with impaired sensory, manual, or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills (except where those skills are the factors that the test purports to measure.)
7. The evaluation of the student must be sufficient for the 504 Team to accurately and completely describe: (a) the nature and extent of the disabilities; (b) the student's special needs; (c) the impact upon the student's education; and (d) what regular or special education and/or related aids and services are appropriate to ensure that the student receives a free appropriate public education. All significant factors relating to the learning process for that student, including

adaptive behavior and cultural and language background, must be considered. The evaluation may include, but is not limited to, classroom and playground observation, performance-based testing, academic assessment information, and data offered by the student's teachers and parent/guardian.

8. The parents/guardians shall be given an opportunity in advance of 504 Team meetings to examine assessment results and all other relevant records.
9. If a request for evaluation is denied, the 504 Team shall inform the parents/guardians in writing of this decision and of their procedural rights as described below.

C. 504 Plan

1. When a student is identified as disabled within the meaning of Section 504, the 504 Team shall determine what, if any, services are needed to ensure that the student receives a free, appropriate public education ("FAPE").
2. The 504 Team responsible for making the placement decision shall include the parents/guardians and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options.
3. For each identified disabled student, the 504 Team will develop a 504 Plan describing the student's disability and the regular or special education and/or related aids and services needed. The Plan will specify how the special education and/or related aids and services will be provided to the disabled student and by whom. The 504 Plan will also identify the person responsible for ensuring that all the components of the Plan are implemented.
4. The student's teacher and any other staff who are to provide services to the student or who are to make modifications in the classroom for the student shall be informed of the services or modifications necessary for the student and, if appropriate, provided a copy of the 504 Plan. A copy of this plan shall be kept in the student's cumulative file in a manner that limits access to those persons involved in the 504 process and/or the provision of services and modifications.
5. The disabled student shall be placed in the regular education environment unless it is demonstrated that the student's needs cannot be met in the regular education environment with supplementary aids and services. The disabled student shall be educated with students who are not disabled to the maximum extent appropriate to his/her individual needs.
6. The referral, assessment, evaluation and placement process will be completed within a reasonable time. It is generally not reasonable to exceed 50 school days in completing this process.

7. The parents/guardians shall be notified in writing of the final decision concerning the student's identification as a person with disabilities, the educational program and services to be provided, if any, and of the Section 504 procedural safeguards, as described below, including the right to an impartial hearing to challenge the decision.
8. If the 504 Team determines that the student is disabled but that no special services are necessary for the student, the 504 Plan shall reflect the identification of the student as a disabled person under Section 504 and shall state the basis for the decision that no special services are presently needed.
9. The 504 Plan shall include a schedule for annual review of the student's needs, and indicate that this review may occur more frequently at the request of the parent/guardian or school staff.
10. LCCS shall immediately implement a student's prior 504 Plan, when a student enrolls at the Charter School. Within thirty (30) days of starting school, LCCS shall schedule a 504 Team meeting to review the existing 504 Plan. LCCS shall request a copy of the prior 504 plan from both the prior school and the parent/guardian.

D. Review of the Student's Progress

1. The 504 Team shall monitor the progress of the disabled student and the effectiveness of the student's 504 Plan. According to the review schedule set out in the student's 504 Plan, the 504 Team shall annually determine whether the services and modifications are appropriate.
2. A reevaluation of the student's needs shall be conducted before any subsequent significant change in placement.

E. Procedural Safeguards

1. Parents/guardians shall be notified in writing of all decisions regarding the identification, evaluation or educational placement of students with disabilities or suspected disabilities. Notifications shall include a statement of their rights to:
 - Examine relevant records
 - Have an impartial hearing with an opportunity for participation by the parents/guardians and their counsel
 - Have the right to file a Uniform Complaint pursuant to school policy

- Seek review in federal court if the parents/guardians disagree with the hearing decision.
2. Notifications shall also set forth the procedures for requesting an impartial hearing. Requests shall be made to [NAME], 504 Coordinator c/o Lighthouse Community Charter School, 444 Hegenberger Road, Oakland, California 94621. Notifications shall advise that reimbursement for attorney's fees is available only as authorized by law.
 3. The Director or designee shall maintain a list of impartial hearing officers who are qualified and willing to conduct Section 504 hearings. To ensure impartiality, such officers shall not be employed by or under contract with any district within [FILL IN] SELPA or the County Office of Education in any capacity other than that of hearing officer and shall not have any professional or personal involvement that would affect their impartiality or objectivity in the matter.
 4. If a parent/guardian disagrees with the identification, evaluation or educational placement of a student with disabilities under Section 504, he/she may request a hearing to initiate due process procedures. The parent/guardian shall set forth in writing his/her request for a hearing. A request for hearing should include:
 - The specific decision or action with which the parent/guardian disagrees.
 - The changes to the 504 Plan the parent/guardian seeks.
 - Any other information the parent/guardian believes is pertinent.
 5. Within 5 calendar days of receiving the parent/guardian's request for a hearing, LCCS may offer the parent/guardian an optional alternative dispute resolution process. However, the timeline for the hearing shall remain in effect unless it is extended by mutual written agreement of the parent/guardian and the Charter School. Alternative dispute resolution options include:
 - Mediation by a neutral third party.
 - Review of the 504 Plan by the Director or designee.
 6. Within 10 calendar days of receiving the parent/guardian's request, the Director or designee shall select an impartial hearing officer. These 10 days may be extended for good cause or by mutual agreement of the parent/guardian and Director.
 7. Within 35 calendar days of the selection of the hearing officer, the due process hearing shall be conducted. These 35 days may be extended for good cause or by mutual agreement of the parent/guardian and Director.

8. The parent/guardian and the Charter School shall be afforded the rights to:
 - Be accompanied and advised by counsel and by individuals with special knowledge or training related to the individual needs of students who are qualified as disabled under Section 504.
 - Present written and oral evidence.
 - Question and cross-examine witnesses.
 - Receive written findings by the hearing officer.
9. The hearing officer shall issue a written decision within 10 calendar days of the hearing.
10. If desired, either party may seek a review of the hearing officer's decision by a federal court. The decision shall be implemented unless the decision is stayed, modified or overturned by a court.

F. Suspension and Expulsion, Special Procedures for Students with Disabilities

LCCS shall follow the suspension and expulsion policy and procedures as set forth in the charter. A pupil identified as an individual with disabilities or for whom LCCS has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act ("IDEA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for disciplinary action, including suspension and expulsion, and is accorded the same due process procedures applicable to regular education pupils except when federal and state law mandates additional or different procedures. LCCS will follow the IDEA, Section 504, and all applicable federal and state laws when imposing any form of discipline on a pupil identified as an individual with disabilities or for whom LCCS 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 pupils. The following procedures shall be followed when a student with a disability is considered for suspension or expulsion. These procedures will be updated if there is a change in the law.

1. Notification of SELPA or Oakland Unified School District (Whichever is Appropriate)**[USE THE AGENCY DECIDED UPON HERE]**

LCCS shall immediately notify the SELPA or Oakland Unified School District ("OUSD")**[USE THE AGENCY DECIDED HERE, WHETHER SELPA OR OUSD]**, if appropriate, and coordinate the procedures in this policy for the

discipline of any student with a disability or student who LCCS or SELPA/OUSD 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, and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment or functional analysis, 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, LCCS, 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 LCCS, 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 LCCS, 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. Have a BICM conduct a functional behavioral assessment or a functional analysis assessment, and implement a behavioral intervention plan for such child, provided that LCCS 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 LCCS agree to a change of placement as part of the modification of the behavioral intervention plan.

If LCCS, 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 result of the failure to implement the IEP/504 Plan, then LCCS 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 Hearing/Appeals

The parent of a child with a disability under an IEP who disagrees with any decision regarding placement, or the manifestation determination, or LCCS believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings.

The parent of a child with a disability under a 504 Plan who disagrees with any decision regarding placement, or the manifestation determination, or LCCS believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request utilize the appeal process outlined in the Procedural Safeguards section of this procedure.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or LCCS, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and LCCS agree otherwise.

5. Special Circumstances

LCCS 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 Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) 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 USC 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 USC 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 district's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if LCCS had knowledge that the student was disabled before the behavior occurred.

LCCS 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 LCCS 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 LCCS personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other LCCS supervisory personnel.

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

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

PARENT/STUDENT RIGHTS IN IDENTIFICATION, EVALUATION, ACCOMMODATION AND PLACEMENT
(Section 504 of the Rehabilitation Act of 1973)

The following is a description of the rights granted by federal law to students with disabilities. The intent of the law is to keep you fully informed concerning decisions about your child and to inform you of your rights if you disagree with any of these decisions. Please keep this explanation for future reference.

You have the right to:

1. Have your child take part in and receive benefits from public education programs without discrimination because of his/her disabling condition.
2. Have the Charter School advise you of your rights under federal law.
3. Receive notice with respect to Section 504 identification, evaluation and/or placement of your child.
4. Have your child receive a free appropriate public education. This includes the right to be educated with non-disabled students to the maximum extent appropriate. It also includes the right to have the Charter School make reasonable accommodations to allow your child an equal opportunity to participate in school and school-related activities.
5. Have your child educated in facilities and receive services comparable to those provided to non-disabled students.
6. Have your child receive special education and related services if he/she is found to be eligible under the Individuals with Disabilities Education Act (IDEA) [20 U.S.C. Chapter 33, P.L. 101-4761.
7. Have an evaluation, educational recommendation, and placement decision developed by a team of persons who are knowledgeable of the student, the assessment data, and any placement options.
8. Have your child be given an equal opportunity to participate in non-academic and extracurricular activities offered by the Charter School.
9. Examine all relevant records relating to decisions regarding your child's Section 504 identification, evaluation, educational program, and placement.
10. Obtain copies of educational records at a reasonable cost unless the fee would effectively

deny you access to the records.

11. Obtain a response from the Charter School to reasonable requests for explanations and interpretations of your child's records.
12. Request amendment of your child's educational records if there is reasonable cause to believe they are inaccurate, misleading or otherwise in violation of the privacy rights of your child. If the Charter School refuses this request for amendment, the Charter School shall notify you within a reasonable time and advise you of your right to an impartial hearing.
13. Request mediation or file a grievance in accordance with the Charter School's Section 504 mediation grievance and hearing procedures.
14. Request an impartial hearing regarding the Section 504 identification, evaluation, or placement of your child. You and the student may take part in the hearing and have an attorney represent you.
15. File a formal complaint pursuant to the Charter School's Uniform Complaint Policy and Procedures.
16. File a formal complaint with the U.S. Department of Education.

Office for Civil Rights, Region IX
50 Beale Street, Suite 7200
San Francisco, CA 94105
(415) 486-5555

Please contact RTI Director, c/o LCCPS, **444 Hegenberger Road, Oakland, CA 94621** with any questions regarding the information contained herein.

LIGHTHOUSE COMMUNITY CHARTER PUBLIC SCHOOLS
CONFLICT OF INTEREST CODE

I. ADOPTION

In compliance with the Political Reform Act of 1974, California Government Code Section 87100, *et seq.*, the **Lighthouse Community Charter Public Schools** hereby adopts this Conflict of Interest Code (“Code”), which shall apply to all governing board members, candidates for member of the governing board, and all other designated employees of **Lighthouse Community Charter School** (“Charter School”), as specifically required by California Government Code Section 87300.

II. DEFINITION OF TERMS

As applicable to a California public charter school, the definitions contained in the Political Reform Act of 1974, the regulations of the Fair Political Practices Commission, specifically California Code of Regulations Section 18730, and any amendments or modifications to the Act and regulations are incorporated by reference to this Code.

III. DESIGNATED EMPLOYEES

Employees of this Charter School, including governing board members and candidates for election and/or appointment to the governing board, who hold positions that involve the making or participation in the making, of decisions that may foreseeably have a material effect on any financial interest, shall be “designated employees.” The designated positions are listed in “Exhibit A” attached to this policy and incorporated by reference herein.

IV. STATEMENT OF ECONOMIC INTERESTS: FILING

Each designated employee, including governing board members and candidates for election and/or appointment to the governing board, shall file a Statement of Economic Interest (“Statement”) at the time and manner prescribed by California Code of Regulations, title 2, section 18730, disclosing reportable investments, interests in real property, business positions, and income required to be reported under the category or categories to which the employee’s position is assigned in “Exhibit A.”

An investment, interest in real property or income shall be reportable, if the business entity in which the investment is held, the interest in real property, the business position, or source of income may foreseeably be affected materially by a decision made or participated in by the designated employee by virtue of his or her position. The specific disclosure responsibilities assigned to each position are set forth in “Exhibit B.”

Statements Filed With the Charter School. All Statements shall be supplied by the Charter School. All Statements shall be filed with the Charter School. The Charter School’s filing officer shall make and retain a copy of the Statement and forward the original to the County Board of Supervisors.

V. DISQUALIFICATION

No designated employee shall make, participate in making, or try to use his/her official position to influence any Charter School decision which he/she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family.

VI. MANNER OF DISQUALIFICATION

A. Non-Governing Board Member Designated Employees

When a non-Governing Board member designated employee determines that he/she should not make a decision because of a disqualifying interest, he/she should submit a written disclosure of the disqualifying interest to his/her immediate supervisor. The supervisor shall immediately reassign the matter to another employee and shall forward the disclosure notice to the Charter School Principal, who shall record the employee's disqualification. In the case of a designated employee who is head of an agency, this determination and disclosure shall be made in writing to his/her appointing authority.

B. Governing Board Member Designated Employees

Governing Board members shall disclose a disqualifying interest at the meeting during which consideration of the decision takes place. This disclosure shall be made part of the Board's official record. The Board member shall refrain from participating in the decision in any way (i.e., the Board member with the disqualifying interest shall refrain from voting on the matter and shall leave the room during Board discussion and when the final vote is taken) and comply with any applicable provisions of the Charter School bylaws.

EXHIBIT A

Designated Positions

- I. Persons occupying the following positions are designated employees and must disclose financial interests in all categories defined in “Exhibit B” (i.e., categories 1, 2, and 3).
 - A. Members of the Governing Board and their alternates (if applicable)
 - B. Candidates for Member of the Governing Board
 - C. Corporate Officers (e.g., CEO/President, CFO/Treasurer, Secretary, etc.)
 - D. Executive Director of Charter School
 - E. Principal of Charter School
 - F. Chief Business Officer
 - G. Director Personnel Services
 - H. Assistant Director of Personnel Services
 - I. Consultants¹

- II. Persons occupying the following positions are designated employees and must disclose financial interests defined in Category 1 of “Exhibit B.”
 - A. Purchasing Manager

- III. Persons occupying the following positions are designated employees and must disclose financial interests defined in Categories 2 and 3 of “Exhibit B.”
 - A. Information Systems Technician
 - B. Contractor

¹ The Charter School Principal may determine, in writing, that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The Charter School Principal’s determination is a public record and shall be retained for public inspection in the same manner and location of interest code.

EXHIBIT B

Disclosure Categories

Category 1 Reporting:

- A. Interest in real property which is located in whole or in part either (1) within the boundaries of the District, or (2) within two miles of the boundaries of the District, including any leasehold, beneficial or ownership interests or option to acquire such interest in real property.

(Interests in real property of an individual include a business entity's share of interest in real property of any business entity or trust in which the designated employee or his or her spouse owns, directly, indirectly, or beneficially, a 10% interest or greater.)

- B. Investments in or income from persons or business entities which are contractors or sub-contractors which are or have been within the previous two-year period engaged in the performance of building construction or design within the District.

- C. Investments in or income from persons or business entities engaged in the acquisition or disposal of real property within the jurisdiction.

(Investment includes any financial interest in or security issued by a business entity, including but not limited to common stock, preferred stock, rights, warrants, options, debt instruments and any partnership interest or other ownership interests.)

(Investments of any individual include a pro rata share of investments of any business entity or trust in which the designated employee or his or her spouse owns, directly, indirectly or beneficially, a ten percent interest or greater.)

(Investment does not include a time or demand deposit in a financial institution, shares in a credit union, any insurance policy, or any bond or other debt instrument issued by any government or government agency.)

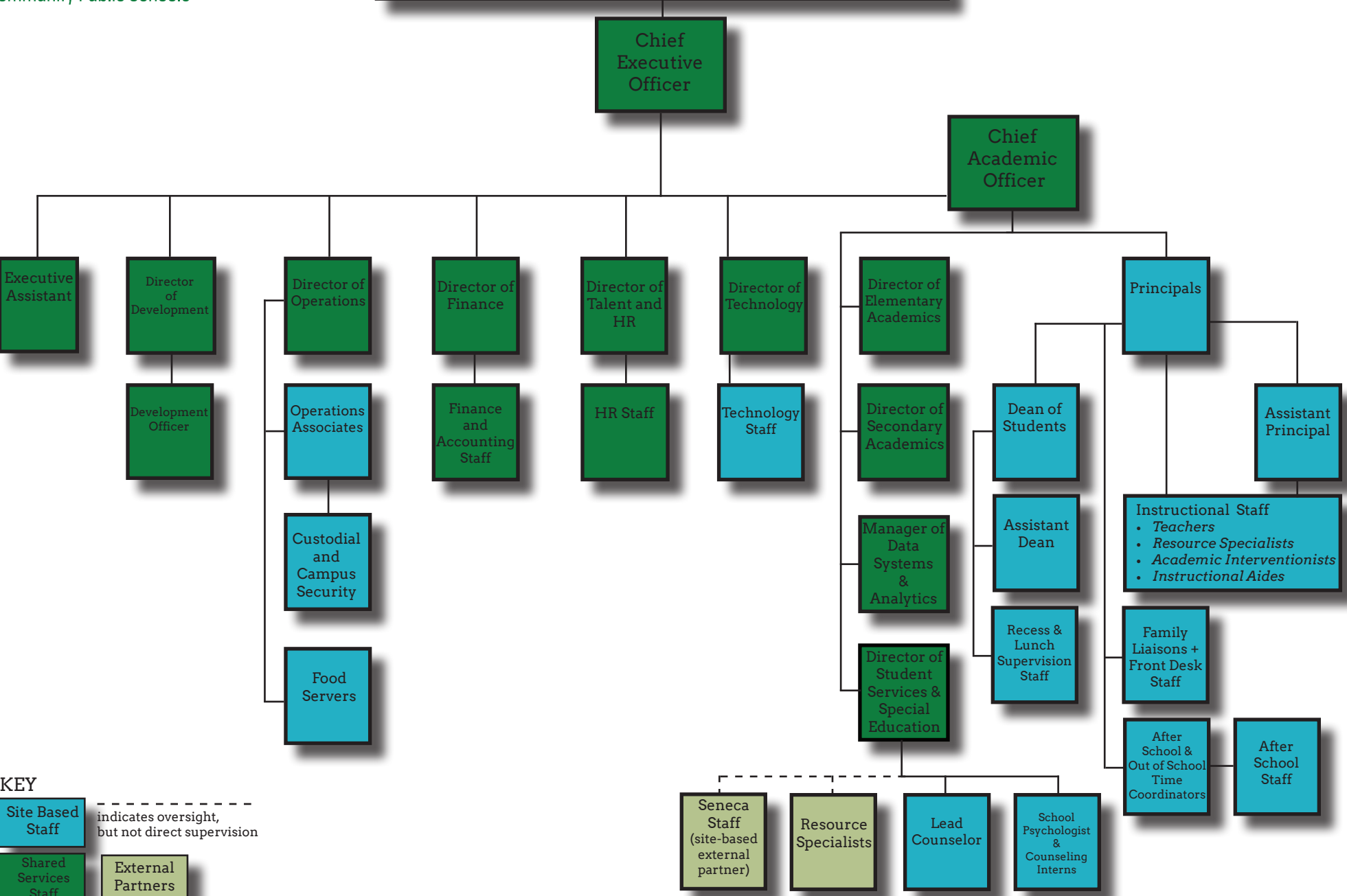
Category 2 Reporting:

- A. Investments in or income from business entities which manufacture or sell supplies, books, machinery or equipment of the type utilized by the department for which the designated employee is Manager or Charter School Principal. Investments include interests described in Category 1.

Category 3 Reporting:

- A. Investments in or income from business entities which are contractors or sub-contractors engaged in the performance of work or services of the type utilized by the department for which the designated employee is Manager or Charter School Principal. Investments include the interests described in Category 1.

Lighthouse Community Public Schools
Board of Directors



KEY

- Site Based Staff indicates oversight, but not direct supervision
- Shared Services Staff
- External Partners



State of California Secretary of State

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 3 page(s) is a full, true and correct copy of the original record in the custody of this office.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

FEB 24 2010



Debra Bowen

DEBRA BOWEN
Secretary of State

FEB 12 2010

**RESTATED ARTICLES OF INCORPORATION
OF
LIGHTHOUSE COMMUNITY CHARTER PUBLIC SCHOOLS**

The undersigned, Brian Rogers and Sanjay Dholakia, certify that:

1. They are the President and Secretary, respectively, of Lighthouse Community Charter Public Schools, a California nonprofit public benefit corporation (the "Corporation").
2. The Articles of Incorporation of the Corporation are amended and restated to read in full as follows:

I

The name of this corporation is Lighthouse Community Charter Public Schools (hereinafter the "Corporation").

II

The principal office of the Corporation shall be located in the City of Oakland, State of California.

III

This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the California Nonprofit Public Benefit Corporation Law for charitable purposes.

IV

The Corporation is organized and shall be operated exclusively for charitable and educational purposes within the meaning of Internal Revenue Code Section 501(c)(3).

The specific purpose of the Corporation is to manage, operate, guide, direct and promote an educational organization, as defined in Internal Revenue Code Section 170(b)(1)(A)(ii).

This Corporation shall admit students of any race, color, national or ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the school operated by the Corporation. The Corporation shall not discriminate on the basis of race, color, national or ethnic origin in the administration of its educational policies, admissions policies, scholarship and loan programs, and athletic and other school-administered programs.

Solely for the above purposes, the Corporation is empowered to exercise all rights and powers conferred by the laws of the State of California upon nonprofit corporations, including, but without limitation thereon, to receive gifts, devises, bequests and contributions in any form, and to use, apply, invest and reinvest the principal and/or income therefrom or distribute the same for the above purposes.

V

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

VI

The property of the Corporation is irrevocably dedicated to charitable and educational purposes meeting the requirements for exemption provided by Section 214 of the California Revenue and Taxation Code and no part of the net income or assets of the Corporation shall ever inure to the benefit of any director, officer or member thereof, or to the benefit of any private person.

VII

No substantial part of the activities of the 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 or in opposition to any candidate for public office.

VIII

The Corporation shall not have any members as defined in Section 5036 of the California Corporations Code. References to "members" are to the Board of Directors as provided in Section 5310 of the California Corporations Code. Each director shall be entitled to one vote. The method for electing directors shall be set forth in the Bylaws of the Corporation.

IX

Upon the dissolution or winding up of the Corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation, shall be distributed to such Qualified Organization or Qualified Organizations as determined by the Board of Directors of the Corporation. Any of such assets not so distributed shall be distributed to such Qualified Organizations as shall be determined by the Superior Court in the county in which the principal office of the Corporation is located. As used herein, a Qualified Organization is a nonprofit fund, foundation or corporation which is organized and operated exclusively for

charitable and educational purposes meeting the requirements for exemption provided by Section 214 of the California Revenue and Taxation Code and which has established its tax exempt status under Internal Revenue Code Section 501(c)(3).

X

All references in these Articles to sections of the Internal Revenue Code shall be deemed to be references to the Internal Revenue Code of 1986, as amended, and to the corresponding provisions of any similar law subsequently enacted. All references in these Articles to sections of the California Revenue and Taxation Code shall be deemed to be references to said Code and to the corresponding provisions of any similar law subsequently enacted."

3. The foregoing amendment to and restatement of the Articles of Incorporation have been duly approved by the Board of Directors of the Corporation in accordance with Section 5812 of the California Corporations Code.

4. The Corporation has no members.

5. The foregoing amendment to and restatement of the Corporation's Articles of Incorporation may be adopted by approval of the Board of Directors of the Corporation alone because the Corporation has no members and its Articles of Incorporation do not require approval by any other person of said amendment.

The undersigned declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of their own knowledge.

Dated: February 10, 2010



Brian Rogers, President



Sanjay Dholakia, Secretary





**Bylaws of the Lighthouse Community Public Schools
(A California Non-Profit Public Benefit Corporation)
Amended and Adopted:**

ARTICLE I

NAME

Section 1. NAME. The name of this corporation is Lighthouse Community Public Charter Schools (LCPS).

ARTICLE II

PRINCIPAL OFFICE OF THE CORPORATION

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of this corporation is located at 444 Hegenberger Road, in the City of Oakland, County of Alameda, State of California. The Board of Directors may change the location of the principal office. Any such change of location must be noted by the secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 2. OTHER OFFICES OF THE CORPORATION. The Board of Directors may at any time establish branch or subordinate offices at any place or places where this corporation is qualified to conduct its activities.

ARTICLE III

GENERAL AND SPECIFIC PURPOSES; LIMITATIONS

Section 1. GENERAL AND SPECIFIC PURPOSES. The purpose of this corporation is to manage, operate, guide, direct and promote one or more California public charter schools, including, but not limited to, Lighthouse Community Charter School, Lighthouse Community Charter High School and Lodestar: A Lighthouse Community Charter Public School and to operate other educational programs that serve the mission and vision of the Corporation. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial

**Bylaws of the Lighthouse Community Public Schools
(Amended and Adopted October 2016)**

part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE IV CONSTRUCTION AND DEFINITIONS

Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context otherwise, the general provisions, rule of construction, and definitions in the California Non-Profit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term "person" includes both a legal entity and a natural person.

ARTICLE V ASSETS – DEDICATION

Section 1. DEDICATION OF ASSETS. The property of the Corporation is irrevocably dedicated to charitable and educational purposes meeting the requirements for exemption provided by Section 214 of the California Revenue and Taxation Code and no part of the net income or assets of the Corporation shall ever inure to the benefit of any director, officer or member thereof, or to the benefit of any private person. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3).

ARTICLE VI CORPORATIONS WITHOUT MEMBERS

Section 1. CORPORATIONS WITHOUT MEMBERS. This corporation shall have no voting members within the meaning of the Non-Profit Corporation Law. The corporation's Board of Directors may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the Board of Directors finds appropriate.

ARTICLE VII BOARD OF DIRECTORS

Section 1. GENERAL POWERS. Subject to the provisions and limitations of the California Non-Profit Public Benefit Corporation Law 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 of Directors (also known as the "Board of Directors"). 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.

Section 2. SPECIFIC POWERS. Without prejudice to the general powers set forth in Section 1 of Article VII of these bylaws, but subject to the same limitations, the Board of Directors shall have the power to:

1. Appoint and remove, at the pleasure of the Board of Directors, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.
2. Change the principal office or the principal business office in California from one location to another; cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California; and designate a place in or outside California for holding any meeting of members.
3. Borrow money and incur indebtedness on the corporation's behalf and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.
4. Adopt and use a corporate seal.

Section 3. DIRECTORS AND TERMS. The Corporation shall have no more than twenty-one (21) directors and no less than three (3), unless changed by amendment to these bylaws. All directors shall have full voting rights, including any representative appointed by the charter authorizer as consistent with Education Code 47604(b). If the charter authorizer appoints a representative to serve on the Board of Directors, the Corporation may appoint an additional director to ensure an odd number of Board members. The Rogers Family Foundation retains the right to appoint a director to the board. All directors, except for the representative appointed by the charter authorizer and the Rogers Family Foundation, shall be designated by the existing Board of Directors. At no time may more than one-third of the Board of Directors be comprised of Directors who are also parents of students of one or more of the schools operated by this Corporation. The Board has the discretion to appoint a representative to the board that is an employee at the Lighthouse Community Public Schools, such as a teacher or other staff.

Section 4. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. No more than 49 percent of the persons serving on the Board of Directors may be "interested persons." An interested person is (a) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation

paid to a director as director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. However, any violation of this paragraph shall not affect the validity or enforceability of transactions entered into by the corporation.

Section 5. DIRECTOR'S TERM. Each director shall hold office for three (3) years and until a successor director has been designated and qualified. Directors may serve up to three (3) consecutive, three- (3) year terms. A director may serve additional terms after the three (3) consecutive three- (3) year terms, but must take a year off between resuming service to the board. All terms end on June 30.

Section 6. NOMINATIONS. The Chairman of the Board or, if none, the President may allow individuals and/or a committee to nominate qualified candidates for election to the Board of Directors at least thirty (30) days before the date of any election of directors. The nominating committee shall make its report at least seventy-two (72) hours before that date of the election or at such other time as the Board of Directors may set and the Secretary shall forward to each board member, with the notice of meeting required by these bylaws, a list of all candidates nominated by an individual and/or committee.

Section 7. USE OF CORPORATE FUNDS TO SUPPORT NOMINEE. If more people have been nominated for director than can be elected, no corporation funds may be expended to support a nominee without the Board's authorization.

Section 8. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution of the Board of Directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; or (c) the increase of the authorized number of directors.

Section 9. RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving written notice to the Chairman of the Board, if any, or to the President, or the Secretary, or to the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the Board of Directors may elect a successor to take office as of the date when the resignation becomes effective.

Section 10. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS. Except on notice to the California Attorney General, no director may resign if the Corporation would be left without a duly elected director or directors.

Section 11. REMOVAL OF DIRECTORS. Any director, except for the representative appointed by the charter authorizer, may be removed, with or without cause, by the vote of the majority of the members of the entire Board of Directors at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and of the removal

questions are given in compliance with the provisions of the Ralph M. Brown Act. (“Brown Act”) (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code). The representative appointed by the charter authorizer may be removed without cause by the charter authorizer or with the written consent of the charter authorizer. Any vacancy caused by the removal of a director shall be filled as provided in Section 12.

Section 12. VACANCIES FILLED BY BOARD. Vacancies on the Board of Directors, except for the representative appointed by the charter authorizer, may be filled by approval of the Board of Directors or, if the number of directors then in office is less than a quorum, by (a) the affirmative vote of a majority of the directors then in office at a regular or special meeting of the Board, or (b) a sole remaining director. A vacancy in the seat of the representative of the charter authorizer shall be filled by the charter authorizer.

Section 13. NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS. Any reduction of the authorized number of directors shall not result in any directors being removed before his or her term of office expires.

Section 14. PLACE OF BOARD OF DIRECTORS MEETINGS. Meetings shall be held at the principal office of the Corporation. The Board of Directors may also designate that a meeting be held at any place within the granting agency’s boundaries designated in the notice of the meeting. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 15. MEETINGS; ANNUAL MEETINGS. All meetings of the Board of Directors and its committees shall be called, noticed, and held in compliance with the provisions of the Ralph M. Brown Act (“Brown Act”). (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code). The Board of Directors shall meet annually for the purpose of organization, appointment of officers, and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as noticed by the Board of Directors in accordance with the Brown Act.

Section 16. REGULAR MEETINGS. Regular meetings of the Board of Directors, including annual meetings, shall be held at such times and places as may from time to time be fixed by the Board of Directors. At least 72 hours before a regular meeting, the Board of Directors, or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting.

Section 17. SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose may be called at any time by the Chairman of the Board of Directors, if there is such an officer, or a majority of the Board of Directors. If a Chairman of the Board has not been elected, then the President is authorized to call a special meeting in place of the Chairman of the Board. The party calling a special meeting shall determine the place,

date, and time thereof.

Section 18. NOTICE OF SPECIAL MEETINGS. In accordance with the Brown Act, special meetings of the Board of Directors may be held only after twenty-four (24) hours' notice is given to the public through the posting of an agenda. Directors shall also receive at least twenty-four (24) hours' notice of the special meeting, in the manner:

- a. Any such notice shall be addressed or delivered to each director 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 an address is not shown on the Corporation's records or is not readily ascertainable, at the place at which the meetings of the Board of Directors are regularly held.
- b. Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.
- c. The notice of special meeting shall state the time of the meeting, and the place if the place is other than the principal office of the Corporation, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 19. QUORUM. A majority of the directors then in office shall constitute a quorum. All acts or decisions of the Board of Directors will be by majority vote of the directors in attendance, based upon the presence of a quorum. Should there be less than a majority of the directors present at any meeting, the meeting shall be adjourned. The directors present at a duly called and held meeting at which a quorum is initially present may continue to do business notwithstanding the loss of a quorum at the meeting due to a withdrawal of directors from the meeting, provided that any action thereafter taken must be approved by at least a majority of the required quorum for such meeting or such greater percentage as may be required by law, the Articles of Incorporation or these Bylaws. Directors may not vote by proxy. The vote or abstention of each board member present for each action taken shall be publicly reported.

Section 20. TELECONFERENCE MEETINGS. Members of the Board of Directors may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

- a. At a minimum, a quorum of the members of the Board of Directors shall

- participate in the teleconference meeting from locations within the boundaries of the school district in which the Charter School operates;
- b. All votes taken during a teleconference meeting shall be by roll call;
 - c. If the Board of Directors elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
 - d. All locations where a member of the Board of Directors participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;¹
 - e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Directors directly at each teleconference location; and
 - f. The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.²

Section 21. ADJOURNMENT. A majority of the directors present, whether or not a quorum is present, may adjourn any Board of Directors meeting to another time or place. Notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the directors who were not present at the time of the adjournment, and to the public in the manner prescribed by any applicable public open meeting law.

Section 22. COMPENSATION AND REIMBURSEMENT. Directors may not receive compensation for their services as directors or officers, only such reimbursement of expenses as the Board of Directors may establish by resolution to be just and reasonable as to the Corporation at the time that the resolution is adopted.

Section 23. CREATION AND POWERS OF COMMITTEES. The Board, by resolution adopted by a majority of the directors then in office, may create one or more committees of the Board, each consisting of two or more directors and no one who is not a director, to serve at the pleasure of the Board. Appointments to committees of the Board of Directors shall be by majority vote of the directors then in office. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors' resolution, except that no committee may:

¹ This means that members of the Board of Directors who choose to utilize their homes or offices as teleconference locations must open these locations to the public and accommodate any members of the public who wish to attend the meeting at that location.

² The Brown Act prohibits requiring members of the public to provide their names as a condition of attendance at the meeting.

- a. Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members;
- b. Fill vacancies on the Board of Directors or any committee of the Board;
- c. Fix compensation of the directors for serving on the Board of Directors or on any committee;
- d. Amend or repeal bylaws or adopt new bylaws;
- e. Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal;
- f. Create any other committees of the Board of Directors or appoint the members of committees of the Board;
- g. Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected; or
- h. Approve any contract or transaction to which the Corporation is a party and in which one or more of its directors has a material financial interest.

The Board may also create one or more advisory committees composed of directors and non-directors. It is the intent of the Board to encourage the participation and involvement of faculty, staff, parents, students and administrators through attending and participating in open committee meetings. The Board may establish, by resolution adopted by a majority of the directors then in office, advisory committees to serve at the pleasure of the Board.

Section 24. MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other Board of Directors' actions, and the Brown Act, if applicable, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board of Directors' resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the committee may do so.

Section 25. NON-LIABILITY OF DIRECTORS. No director shall be personally liable for the debts, liabilities, or other obligations of the Corporation.

Section 26. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS. The Charter School and the Board of Directors shall comply with all applicable

provisions of the Family Education Rights Privacy Act (“FERPA”) as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

ARTICLE VIII
OFFICERS OF THE CORPORATION

Section 1. OFFICES HELD. The officers of this corporation shall be a President, a Secretary, and a Treasurer. The corporation, at the Board's direction, may also have a Chairman of the Board, one or more Vice-Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers as may be appointed under Section 4 of Article VIII of these bylaws.

Section 2. DUPLICATION OF OFFICE HOLDERS. Any number of offices may be held by the same person, except that neither the Secretary nor the Chief Financial Officer may serve concurrently as either the President or the Chairman of the Board.

Section 3. ELECTION OF OFFICERS. The officers of this corporation, except any appointed under Section 4 of Article VIII of these bylaws, shall be chosen by the Board of Directors and shall serve a three (3) year term, at the pleasure of the board subject to the rights of any officer under any employment contract.

Section 4. APPOINTMENT OF OTHER OFFICERS. The Board of Directors may appoint and authorize the Chairman of the Board, the President, or another officer to appoint any other officers that the corporation may require. Each appointed officer shall have the title and authority, hold office for the period, and perform the duties specified in the bylaws or established by the board.

Section 5. REMOVAL OF OFFICERS. Without prejudice to the rights of any officer under an employment contract, the Board of Directors may remove any officer with or without cause. An officer who was not chosen by the Board of Directors may be removed by any other officer on whom the Board of Directors confers the power of removal.

Section 6. RESIGNATION OF OFFICERS. Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the corporation under any contract to which the officer is a party.

Section 7. VACANCIES IN OFFICE. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 8. CHAIRMAN OF THE BOARD. If a Chairman of the Board is elected, he or she shall preside at Board of Directors meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time.

Section 9. PRESIDENT. Subject to such supervisory powers as the Board of Directors may give to the chairman of the board, if any, and subject to the control of the board, the President, also known as the Chief Executive Officer, shall be the general manager of the corporation and shall supervise, direct, and control the corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. If there is no Chairman of the Board, the President shall also preside at the Board of Directors' meetings. The President shall have such other powers and duties as the Board of Directors or the bylaws may require.

Section 10. VICE-PRESIDENTS. If the President is absent or disabled, the Vice-Presidents, if any, in order of their rank as fixed by the board, or, if not ranked, a Vice-President designated by the board, shall perform all duties of the President. When so acting, a Vice-President shall have all powers of and be subject to all restrictions on the President. The Vice-Presidents shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 11. SECRETARY. The Secretary shall keep or cause to be kept, at the Corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the board, of committees of the board, and of members' meetings. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; the names of the directors present at Board of Directors and committee meetings; and the vote or abstention of each board member present for each action taken.

The Secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of members, of the board, and of committees of the Board of Directors that these bylaws require to be given. The Secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board of Directors or by bylaws may require.

Section 12. TREASURER. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the corporation's properties and transactions. The Treasurer shall send or cause to be given to the members and directors such financial statements and reports as are required to be given by law, by these bylaws, or by the board. The books of account shall be open to inspection by any director at all reasonable times.

The Treasurer, or Designee, shall (i) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositories as the Board of Directors may designate; (ii) disburse the corporation's funds as the Board of Directors may order; (iii) render to the President, chairman of the board, if any, and the board, when requested, an account of all transactions as Treasurer and of the financial

condition of the corporation; and (iv) have such other powers and perform such other duties as the board, contract, job specification, or the bylaws may require.

If required by the board, the Treasurer shall give the corporation a bond in the amount and with the surety or sureties specified by the Board of Directors for faithful performance of the duties of the office and for restoration to the corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Treasurer on his or her death, resignation, retirement, or removal from office.

ARTICLE IX

CONTRACTS WITH DIRECTORS AND OFFICERS

Section 1. CONTRACTS WITH DIRECTORS. The Corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of the Corporation's directors are directors and have a material financial interest).

ARTICLE X

CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES

Section 1. CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES. The Corporation shall not enter into a contract or transaction in which a non-director designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest.

ARTICLE XI

LOANS TO DIRECTORS AND OFFICERS

Section 1. LOANS TO DIRECTORS AND OFFICERS. The Corporation shall not lend any money or property to or guarantee the obligation of any director or officer without the approval of the California Attorney General; provided, however, that the Corporation may advance money to a director or officer of the Corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that director or officer would be entitled to reimbursement for such expenses of the Corporation.

ARTICLE XII

INDEMNIFICATION

Section 1. INDEMNIFICATION. To the fullest extent permitted by law, the Corporation shall indemnify its directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the Corporation by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board of Directors by any person seeking indemnification under Corporations Code Section 5238 (b) or Section 5238 (c) the Board of Directors shall promptly decide under Corporations Code Section 5238 (e) whether the applicable standard of conduct set forth in Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board of Directors shall authorize indemnification.

ARTICLE XIII INSURANCE

Section 1. INSURANCE. The Corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its directors, officers, employees, and other agents, to cover any liability asserted against or incurred by any director, officer, employee, or agent in such capacity or arising from the director's, officer's, employee's, or agent's status as such.

ARTICLE XIV MAINTENANCE OF CORPORATE RECORDS

Section 1. MAINTENANCE OF CORPORATE RECORDS. The Corporation shall keep:

- a. Adequate and correct books and records of account;
- b. Written minutes of the proceedings of the Board and committees of the Board; and
- c. Such reports and records as required by law.

ARTICLE XV INSPECTION RIGHTS

Section 1. DIRECTORS' RIGHT TO INSPECT. Every director shall have the right at any reasonable time to inspect the Corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and federal law. The inspection may be made in person or by the director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 2. ACCOUNTING RECORDS AND MINUTES. On written demand on the Corporation, any director may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board of Directors and committees of the Board of Directors at any reasonable time for a purpose reasonably related to the director's interest as a director. Any such inspection and copying may be made in person or by the director's agent or attorney. This right of inspection extends to the records of any subsidiary of the Corporation.

Section 3. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. The Corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the directors at all reasonable times during office hours.

ARTICLE XVI
REQUIRED REPORTS

Section 1. ANNUAL REPORTS. The Board of Directors shall cause an annual report to be sent to itself (the members of the Board of Directors) within 120 days after the end of the Corporation's fiscal year. That report shall contain the following information, in appropriate detail:

- a. The assets and liabilities, including the trust funds, or the Corporation as of the end of the fiscal year;
- b. The principal changes in assets and liabilities, including trust funds;
- c. The Corporation's revenue or receipts, both unrestricted and restricted to particular purposes;
- d. The Corporation's expenses or disbursement for both general and restricted purposes;
- e. Any information required under these bylaws; and
- f. An independent accountant's report or, if none, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the Corporation's books and records.

Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report to all directors, or as a separate document if no annual report is issued, the Corporation shall, within 120 days after the end of the Corporation's fiscal year, annually prepare and mail or deliver to each director and furnish to each director a statement of any transaction or indemnification of the following kind:

- (a) Any transaction (i) in which the Corporation, or its parent or subsidiary, was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$50,000. For this purpose, an "interested person" is either:
 - (1) Any director or officer of the Corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or

- (2) Any holder of more than 10 percent of the voting power of the Corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the Corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.
- (b) The amount and circumstances of any indemnifications aggregating more than \$10,000 paid during the fiscal year to any director or officer of the Corporation pursuant to Article XII of these Bylaws.

ARTICLE XVII
BYLAW AMENDMENTS.

Section 1. BYLAW AMENDMENTS. The Board of Directors may adopt, amend or repeal any of these Bylaws by a majority of the directors present at a meeting duly held at which a quorum is present, except that no amendment shall change any provisions of the charters that created the schools operated by the Corporation or make any provisions of these Bylaws inconsistent with that Charter, the Corporation's Articles of Incorporation, or any laws.

ARTICLE XVIII
EXECUTION OF INSTRUMENTS, DEPOSITS, AND FUNDS

Section 1. EXECUTION OF INSTRUMENTS. The Board of Directors, except as otherwise provided in these bylaws, may by resolution authorize any officer or agent of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement to pledge its credit or to render it liable monetarily for any purpose or in any amount.

Section 2. CHECKS AND NOTES. Except as otherwise specifically determined by resolution of the Board of Directors, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the Corporation shall be signed by the Treasurer and countersigned by the President of the Corporation or a designee.

Section 3. DEPOSITS. All funds of the Corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. GIFTS. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for charitable or public purposes of this Corporation.

ARTICLE XVII
FISCAL YEAR

Section 1. FISCAL YEAR OF THE CORPORATION. The fiscal year of the Corporation shall begin on July 1st and end on June 30th of each year.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and Secretary of the Lighthouse Community Public Schools, a California non-profit public benefit corporation; that these bylaws, consisting of 15 pages, are the bylaws of this corporation as adopted by the Board of Directors on _____; and that these bylaws have not been amended or modified since that date.

Executed on _____ in Oakland, California.

Sarah Chavez, Secretary



LCPS Board of Directors

Wayne Delker, Chief Innovation Officer of The Clorox Company (retired)

Melissa Barnes-Dholakia, founder of MBD Consulting

Tina Enagbare, Assistant Vice President of Talent, Peer Health Exchange

Eduardo Figueroa, Student at UC Hastings College of the Law (Lighthouse High School alum)

Kimi Kean, Independent Education Consultant — *Board Chair*

Mark Milner, Risk Management, Finance and Analytics Executive and Consultant (retired)

Alicia Moore, Senior Vice President, Wells Fargo

Soo Zee Park, Chief Operating Officer, Leadership Public Schools

Brian Rogers, CEO, Rogers Family Foundation

Sara Solar, Director of Talent Partnerships and Programs, Educate78 — *Board Vice Chair*

Brandon Wall, Data Scientist, InClassToday

Kenya Williams, Operations Director, Waldorf School

WHERE OAKLAND SHINES

Main Office Phone: (510) 562-8801 ★ Fax: (510) 271-8803 ★ www.lighthousecharter.org

Lighthouse Campus 444 Hegenberger Road, Oakland, CA 94621 ★ (510) 562-8801

Lodestar Campus 701 105th Ave., Oakland, CA 94603 ★ (510) 775-0255



Employee Handbook 2019-2020

Lighthouse Home Office
433 Hegenberger Road, Suites 201 & 202
Oakland, CA 94621

Lighthouse: A Lighthouse Community Public School
444 Hegenberger Road
Oakland, CA 94621

K – 8th Grade Phone: 510-562-8801
9 – 12th Grade Phone: 510-562-8225
Fax: 510-271-8803

Lodestar: A Lighthouse Community Public School
701 105th Avenue
Oakland, CA 94603

Phone: 510-775-0255

<https://lighthousecharter.org/>

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT AN ELECTRONICALLY SIGNED COPY OF THIS STATEMENT TO THE DIRECTOR OF TALENT & HR VIA THE LCPS HUMAN RESOURCES INFORMATION SYSTEM (HRIS).

EMPLOYEE NAME: _____

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

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

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

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

Employee's Signature: _____ Date: _____

Please sign/date electronically and submit to the School through the School's HRIS, and retain this Handbook for your reference.

TABLE OF CONTENTS

INTRODUCTION TO HANDBOOK

- Welcome and Our Mission
- Charter School Background.....
- Mission and History of Lighthouse Community Public Schools.....
- General Professional Expectations.....
- Response to Inquiries
- Purpose of Handbook

CONDITIONS OF EMPLOYMENT

- Equal Employment Opportunity Is Our Policy.....
- Employment At-Will
- Licensure and Certification.....
- Child Abuse and Neglect Reporting.....
- Criminal Background Checks
- Tuberculosis Testing
- Immigration Compliance
- Professional Boundaries: Staff/Student Interaction Policy
- Policy Prohibiting Unlawful Harassment, Discrimination and Retaliation
- Whistleblower Policy
- Drug-Free Workplace.....
- Confidential Information
- Conflict of Interest
- Children at Work.....
- Media Relations
- Smoking.....

THE WORKPLACE.....

- Work Schedule.....
- Meal and Rest Periods
- Lactation Accommodation.....
- Punctuality and Attendance
- Arrangement for Substitutes
- Job Share Policy.....
- Flex-Time Policy.....
- Time Cards/Records.....
- Use of Email, Voicemail and Internet Access
- Phone Policy
- Personal Business.....
- Social Media
- Personal Appearance and Conduct.....
- Health and Safety Policy
- First-Aid and CPR Training.....
- Security Protocols
- Guests and Visitors.....

Emergency Plans and Disaster Service Worker Responsibilities

Occupational Safety
Accident/Incident Reporting.....
Reporting Fires and Emergencies

EMPLOYEE WAGES AND HEALTH BENEFITS.....

Faculty and Staff Compensation.....
Payroll Withholdings.....
Overtime Pay
Paydays.....
Wage Attachments and Garnishments
State Disability Insurance.....
Faculty and Staff Benefits
Medical Plan
Dental Plan.....
Supplemental Vision Plan.....
Flexible Spending Account Plan.....
Health Savings Account Plan.....
Retirement Plan.....
403(b) Plan.....
COBRA Benefits.....
Tuition Assistance.....

PERSONNEL EVALUATION AND RECORD KEEPING.....

Evaluation of Teachers and Staff.....
Personnel Files and Record Keeping Protocols.....

HOLIDAYS AND LEAVES.....

Holidays.....
Sick Leave.....
Paid Time Off.....
Unpaid Leave of Absence.....
Family Care and Medical Leave
Pregnancy Disability Leave.....
Industrial Injury Leave (Workers' Compensation).....
Military and Military Spousal Leave of Absence.....
Bereavement Leave
Religious Observance Leave
Jury Duty or Witness Leave.....
Voting Time Off.....
School Appearance and Activities Leave.....
Bone Marrow and Organ Donor Leave.....
Victims of Abuse Leave.....
Returning From Leave of Absence.....

DISCIPLINE AND TERMINATION OF EMPLOYMENT.....

Rules of Conduct.....
Off-Duty Conduct.....
Termination of Employment.....

INTERNAL COMPLAINT REVIEW.....
 Internal Complaints.....
 Policy for Complaints Against Employees.....
 General Requirements.....

AMENDMENT TO EMPLOYEE HANDBOOK

APPENDIX A – INTERNAL COMPLAINT FORM

APPENDIX B – HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

INTRODUCTION TO HANDBOOK

Welcome and Our Mission

On behalf of the Board of Directors, faculty, families, and students of Lighthouse Community Public Schools (“LCPS” or “School”), we would like to welcome you to our community of learners. We believe that each one of us has strengths to offer in addition to having areas for growth. We deeply value your commitment to work at the LCPS and to engage in our collaborative process of learning for all. We are excited to learn and grow with you. The mission of LCPS is to prepare a diverse, K-12 student population for college and the career of their choice and to be lifelong change makers in their communities by equipping each child with the skills, knowledge, and tools to become a self-motivated, competent, lifelong learner. At LCPS, we believe that an exceptional education brings out each child’s unique light and potential. Inequity in our public schools severely limits the potential of our children, their families, and the future of Oakland. We are an innovative model for public education that puts each child at the center of their own learning. The Lighthouse community is equal parts love and rigor where children discover their unique light within. Lighthouse Community Public Schools is a beacon for public education and each graduate fulfills the promise of a better, brighter Oakland. This handbook is a guide for all LCPS employees as we seek to carry out our important work and achieve our mission.

Charter School Background

Charter schools are nonsectarian public schools of choice that operate with freedom from many of the regulations that apply to traditional public schools. The “charter” establishing each such school is a performance contract detailing the school’s mission, program, goals, students served, methods of assessment, and ways to measure success. The length of time for which charters are granted in California is five (5) years. At the end of the term, the entity granting the charter may renew the school’s charter. Charter schools are accountable to their sponsor—in our case, the Oakland Unified School District -- to produce positive academic results and adhere to the charter contract. The basic concept of charter schools is that they exercise increased autonomy in return for this accountability. They are accountable for both academic results and fiscal practices to several groups: the sponsor that grants them, the parents who choose them, and the public that funds them.

Mission and History of Lighthouse Community Public Schools

The mission of LCPS is to prepare a diverse, K-12 student population for college and the career of their choice and to become lifelong change makers in their communities by equipping each child with the skills, knowledge, and tools to become a self-motivated, competent, lifelong learner. In order for every child to reach his or her fullest potential, we prioritize the following tenets:

- Holding every student to high expectations
- Providing a rigorous curriculum
- Serving the Whole Child

- Involving Families
- Fostering a Professional Learning Community

The vision of LCPS was borne out of the belief that every child has the right to an excellent education. This vision has inspired teachers, parents, and community members to design a school where every child is held to high expectations, is small enough so that every child is known well, where families are an integral part of the school, and where teachers are constant learners. LCPS was unanimously approved by the Oakland Unified School District in June of 2001. In 2002, LCPS opened with 92 students in grades K and 6 and has added about 90 students each year. In 2005, the K – 12 charter was amended to a K – 8 charter and a 9 – 12 charter. The 9 – 12 charter received its first renewal in 2009-2010; the K– 8 received its second renewal in 2010-2011 and its third renewal in 2015-2016. In 2008-09, the Lighthouse received a six-year accreditation from WASC and graduated its first class of seniors, with 21 of 21 with plans to attend a four-year college. In our 15th year, we opened a second site, Lodestar, which is in its third year of operation enabling us to further serve the East Oakland community.

General Professional Expectations

At LCPS, we consider the work we do of utmost importance. Therefore, we have very high expectations for professionalism and performance of each one of our employees. All employees should treat all individuals, students, teachers, directors, volunteers, and family members, with respect and approach all situations as opportunities to learn.

Response to Inquiries

At LCPS, strong communication with students and their parents/guardians is vital to the success of our students. Therefore, teachers, staff members, and administrators will be held to the expectation that they respond to inquiries, questions, emails, phone calls, etc. to parents within forty-eight (48) hours of receiving them.

Purpose of Handbook

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

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

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

This Handbook is the property of the School, and it is intended for personal use and reference by employees of the School. Circulation of this Handbook outside of the School requires the prior written approval of the Director of Talent & HR.

Employees must sign the acknowledgment form at the beginning of this Handbook electronically, and return it to the Director of Talent & HR via the School's HRIS system. This will provide the School with a record that each employee has received this Handbook.

CONDITIONS OF EMPLOYMENT

Equal Employment Opportunity Is Our Policy

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

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

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

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

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

accommodation.

Employment At-Will

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

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

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

Licensure and Certification

Core, College Preparatory Teaching Staff

Full-time, regular teaching staff, further defined by the terms of the charter as “core” teachers, shall be certified by the Commission on Teacher Credentialing with either a clear or preliminary credential in their area of teaching. However, teachers-in-training who are working toward a credential and others with specialized and appropriate experience may also be retained if their skills and abilities will further the educational mission of the Charter School and if they are in the process of securing a credential. Staff who do not have, nor make progress on obtaining the appropriate credentials may be terminated.

Non-Core, Non-College Preparatory Teaching Staff

Non-core teachers may be required to hold credentials. If not, they must demonstrate subject knowledge and the ability to work well with children, as well as the ability to carry out the roles and responsibilities as stated in their specific job description.

Other Staff, Substitutes, and Consultants

All other staff must demonstrate the abilities necessary to effectively carry out their responsibilities but may not require a California Teaching Credential.

Child Abuse and Neglect Reporting

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

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

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

By acknowledging receipt of this Handbook, employees acknowledge they are child care custodians and are certifying that they have knowledge of California Penal Code section 11166 and will comply with its provisions.

Criminal Background Checks

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

Tuberculosis Testing

All employees of the School must submit written proof from a physician of a risk assessment examination for tuberculosis (TB) or a negative TB test within the last sixty (60) days. As an alternative, the school/school district previously employing the employee may verify that the employee has a certificate on file showing that the employee is free from infectious TB. If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for TB consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years. Volunteers may be required

to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial employment with the School and the cost of the exam will be borne by the applicant. LCPS shall reimburse employees for the costs of subsequent TB risk assessments/examinations.

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

Immigration Compliance

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

The School shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (*e.g.*, threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law. Further, the School shall not discriminate against any individual because he or she holds or presents a driver's license issued per Vehicle Code § 12801.9 to persons who have not established their federally-authorized presence in the United States. Finally, in compliance with the Immigrant Worker Protection Act, the School shall not allow a federal immigration enforcement agent to enter any nonpublic areas of the School without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant.

Professional Boundaries: Staff/Student Interaction Policy

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

Corporal Punishment & Harassment, Discrimination, or Humiliation

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

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

Harassment and discrimination include but are not limited to verbal conduct such as epithets, derogatory jokes or statements or slurs, physical conduct such as assault or unwanted touching, or any other form of inappropriate conduct towards a student on the basis of race, gender, or any of the protected classes as outlined in LCPS's Harassment & Discrimination Policy below. Humiliation includes any verbal or physical conduct which has the primary purpose or outcome of shaming or embarrassing a student, particularly when intentionally or negligently made public or brought to the knowledge of a student's peers or other staff members.

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

A. Examples of PERMITTED actions (NOT corporal punishment)

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a student;
4. Forcing a pupil to give up a weapon or dangerous object;
5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.
7. Verbally redirecting unacceptable or undesirable student behavior and positively reinforcing desirable and acceptable student behaviors.
8. Using the School's system of known consequences consistently and equitably for all students and communicating privately to students to the extent possible when disciplining their behavior.
9. Maintaining a calm, respectful, and professional tone and language with students at all times.

B. Examples of PROHIBITED actions (corporal punishment)

1. Hitting, shoving, pushing, or physically restraining a student as a means of control;
2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
3. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.
4. Using racial slurs, epithets, or derogatory language directed at students when attempting to discipline their behavior or for any other reason.
5. Engaging in physical conduct including assault, unwanted touching, intentionally blocking normal movement, or interfering with a student's learning because of race, gender, disability, or any other protected basis.
6. Providing different and/or more severe consequences to certain students on the basis of their race, gender, disability or any other protected basis.
7. Using verbal or physical means to shame or humiliate a student in front of their peers or other staff members.

8. Using an unprofessional, disrespectful, or emotionally escalated tone or language with students when attempting to provide discipline that creates fear, emotional harm, or embarrassment.

Acceptable and Unacceptable Staff/Student Behavior

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

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

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

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

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

Duty to Report Suspected Misconduct

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

Examples of Specific Behaviors

The following examples are not an exhaustive list:

Unacceptable Staff/Student Behaviors (Violations of this Policy)

- (a) Giving gifts to an individual student that are of a personal and intimate nature.
- (b) Kissing of any kind.
- (c) Any type of unnecessary physical contact with a student in a private situation.
- (d) Intentionally being alone with a student away from the school.
- (e) Making or participating in sexually inappropriate comments.
- (f) Sexual jokes.
- (g) Seeking emotional involvement with a student for your benefit.
- (h) Listening to or telling stories that are sexually oriented.
- (i) Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
- (j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

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

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

Cautionary Staff/Student Behaviors

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

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

Acceptable and Recommended Staff/Student Behaviors

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

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

Policy Prohibiting Unlawful Harassment, Discrimination and Retaliation

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

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

LCPS does not condone and will not tolerate unlawful harassment, discrimination, or retaliation on the part of any employee (including supervisors and managers) or third party (including independent contractors or other person with which the School does business). Supervisors and managers are to report any complaints of unlawful harassment to the Director of Talent & HR or designee.

When LCPS receives allegations of unlawful harassment, discrimination, or retaliation, the Director of Talent & HR (if a complaint is about the Principal) or the Principal or designee will conduct a fair, timely and thorough investigation that provides all parties an appropriate process

and reaches reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. LCPS is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

Prohibited Unlawful Harassment

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

Prohibited Unlawful Sexual Harassment

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

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

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

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

Each employee has the responsibility to maintain a workplace free from any form of sexual

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

Sexual harassment may include, but is not limited to:

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

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. Moreover, please note that while in most

situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate LCPS policy.

Whistleblower Policy

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

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

Drug-Free Workplace

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

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

Confidential Information

All information relating to students, personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or

distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment.

Conflict of Interest

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

Children at Work

If there are extenuating circumstances under which an employee believes it's imperative to have his/her child at work, the employee must request permission by notifying his/her supervisor in writing (i.e., email) prior to doing so. The request should include: a.) when that will occur, b.) what the extenuating circumstances are that justify the need, c.) what the supervision plan for the child is, and d.) how this circumstance may or may not impact the employee's work. It is up to the supervisor's discretion to approve that request, based on the likelihood of the employee to execute his/her work successfully. If school is in session at this time, the child should not participate in recess with LCPS students.

For employees with children in attendance at LCPS, the employee should alert his/her supervisor of any potentially unsupervised gap in his/her child's day, and articulate a plan in writing to his/her supervisor. Common solutions may include: the child stays with the employee if it does not disrupt work, or the child waits in the dismissal area for the employee to conclude work.

Media Relations

It is our goal to give the press a clear, consistent, and up-to-date message about our school and its programs and services. Since information about our activities change often, it is easy to provide the press with information that may be inaccurate or misleading.

Please refer all calls from newspapers, magazines, or radio and television reporters to the Chief Executive Officer.

Smoking

All LCPS facilities are no smoking facilities.

THE WORKPLACE

Work Schedule

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

Meal and Rest Periods

LCPS provides employees with meal and rest breaks according to applicable laws. All employees are encouraged to take appropriate meal and rest breaks. During meal and rest breaks, employees are relieved of all duties and should not engage in any work during those times.

Currently, employees working a shift of between five (5) and ten (10) hours on any given workday are required to take a thirty (30) minute meal break. Employees are required to take this meal break every day at the time scheduled by their supervisor or no later than the 5th hour of work. An employee working a shift of six (6) hours or less may voluntarily waive this meal period by mutual consent in writing with their supervisor, and the employee must record the waiver on his or her timesheet and submit the waiver to the Director of Talent & HR to place in his or her personnel file.

A non-exempt employee working a shift of three and one-half (3 ½) hours or more also is given a ten (10) minute paid rest break for every four (4) hours or major fraction thereof worked in a workday. Rest breaks should be taken, insofar as practicable, within the middle of each work period. A full-time non-exempt employee who works an eight (8) hour day should typically take one (1) rest break mid-morning, and one (1) rest break mid-afternoon. Employees are expected to and should make every effort to take their rest breaks. Rest break time may not be combined with meal break time. Employees who work less than three and one-half (3 ½) hours in a day are not entitled to a rest break.

LCPS compensates all non-exempt employees for their rest and meal breaks at their regular rate of pay, even though employees are not engaging in work during those times. Meal breaks do not count towards an employee's hours worked for the purposes of calculating overtime. For record-keeping purposes, employees are required to sign off on their timesheets that their meal and rest breaks were taken each day during a pay period. If, despite being encouraged and provided the opportunity to take a meal break, an employee chooses without the supervisor's permission to engage in work, the employee will be compensated at their regular rate of pay and his or her supervisor will work with him or her to revise scheduling or duties to ensure that meal breaks are taken every day that the employee works for five (5) or more hours. If, under rare and extenuating circumstances, an employee is required to work during a meal break, they will be paid for an additional hour for each day a meal break was missed.

The Director of Talent & HR should be aware of and approve scheduled meal and rest periods. Employees are expected to observe assigned working hours and the time allowed for meal and rest periods.

Lactation Accommodation

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

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

Punctuality and Attendance

Any employee who is unable to report for work on any particular day must call their direct supervisor or the main office at least one (1) hour before the start of the scheduled workday. If an employee fails to report to work without notification to their supervisor, the School may consider that employee has abandoned his/her employment and has voluntarily terminated the employment. In such cases, LCPS must provide notice to the employee of the decision, and the employee may file a complaint pursuant to the process outlined in the section below if the employee disputes the decision.

If an employee is absent for medical reasons for more than seven (7) working days, the employee must, immediately upon his or her intended day of return to work, provide the Director of Talent with a physician's statement certifying that the employee is fit to return to duty.

Arrangement for Substitutes

Once teachers know of their anticipated absence, they are required to call their Supervisor and Front Desk Administrative Assistant and then make arrangements for substitutes using designated individuals from the LCPS Substitute Pool.

Job Share Policy

A job share is defined as an arrangement where two (2) employees are employed to share the duties and responsibilities of one full-time position on an hourly, daily or weekly basis, and the salary and leave is allocated on a pro-rata basis. The position is held jointly and is conditional upon the offer of employment being offered to and accepted by both the job share partners.

Aims and Objectives

LCPS is committed to equality of opportunity for all staff regardless of the number of hours worked. In order to facilitate this, LCPS may create working arrangements, in accordance with managerial interests, whereby it can widen its recruitment pool, retain the valuable skills of existing employees who no longer want to work full-time, and enable staff to retain career

development opportunities while working fewer hours.

Job Share Arrangements

- a. A job share is where two (2) employees voluntarily share the duties and responsibilities of one (1) full-time position, dividing the hours between them. The full-time salary, benefits, and holiday/leave time are allocated on a pro-rata basis to each of the job sharers. Pro-rata share benefits will be made available to job-share employees if they work a minimum of 0.5FTE (note: this is an exception to the general personnel policy that states employees must work 0.6FTE to qualify for benefits, contingent on the fact that the position as a whole exceeds the 0.6 FTE threshold). Job-share employees will be expected to pay for their share of their benefits.

Guidance on job share arrangements can be sought from the Director of Talent & HR when a position becomes vacant, or when a request to job share is received from an existing full-time employee.

All full-time positions may be open to job sharing. Part-time and/or hourly positions are ineligible for job sharing. However, LCPS, in the accordance with managerial interests, reserves the right to ensure that operational needs will not be adversely affected and shall not be obligated to approve all job-share proposals. Nevertheless, agreement to a job sharing arrangement should not be unreasonably withheld.

- b. The way in which the actual hours of a job share position are divided between the job share partners should be decided by the manager/supervisor in consultation with the job share partners, taking into account the following:
 - i. the needs of the school,
 - ii. any limitations on accommodation, equipment etc.,
 - iii. the desirability of building in a handover period or liaison time (the total hours worked by the job share partners should not exceed the normal full-time hours of the post),
 - iv. communication: between the job share partners, between the job share partners and their manager(s), between the job share partners and their colleagues and between the job share partners and their students or case, the need to ensure consistency of approach.
- c. The overall duties and responsibilities of the whole position will be shared between the job share partners. The exact agreed upon working arrangements of the job share partners will be decided by the manager, in collaboration with the job sharers.

Recruitment and Selection

When recruiting for a position, the School shall adhere to the normal approach of selecting the candidate (or job share partners) whose skills profile is the closest match to job requirements.

When a joint resume is received from job share partners, it must be assessed in the same manner as applications from other candidates. The normal practice will be to interview and test the job share partners separately in order to assess each one in light of the job requirements. It may also be appropriate to interview the job share candidates together in order to discuss their joint application. An offer made to job share partners is dependent upon both partners accepting the offer of employment.

Current Full-Time Employees

There may be occasions when a current full-time employee wishes to reduce his/her hours of work by sharing his/her position. Such applications to convert a full-time position to a job share position will be carefully considered. Examples of possible circumstances are employees returning from maternity, paternity or adoptive leave, employees having to care for elderly relatives, employees who may, due to a disability, now wish to work on a part-time basis, or employees who may wish to spend more time on leisure interests.

Implementation of Job Share Arrangements

Hours of work

The way in which the full-time hours are divided between the job share partners will be at the discretion of the manager to ensure that operational needs of the School are met. However, examples of how the working week can be divided are as follows:

- Half or split days, i.e. one partner working in the morning and the other partner working in the afternoon.
- Half or split weeks i.e. One partner working the first 2.5 days (Monday to Wednesday morning) and the other partner working the remaining 2.5 days (Wednesday afternoon to Friday) or overlapping when necessary
- Two days one week and three days the next i.e. with the job sharers alternating to work the extra day.
- Alternate weeks i.e. job share partners each work one week on, one week off. This normally is on a Wednesday PM to Wednesday AM basis.

This is not an exhaustive list but merely outlines a few examples. Ideally, the job share partners should work half-time. Sometimes it may be convenient to split the hours on an unequal basis i.e. one partner working two days and the other partner working three days per week. There may be a scenario in which one person is receiving medical/dental benefits and the other is not, depending on the scenario and time allotted to each person.

Terms and Conditions of Job Share Positions

A position is offered jointly to the job share partners. The offer to one candidate of the job share partnership is conditional upon the other candidate of the job share partnership accepting it. Job

share agreements are in place from one academic or fiscal year to the next and must be re- agreed upon by both parties, with supervisor and Director of Talent & HR approval each year.

Resignation and/or Termination of Job Share

If one job share partner leaves by choice or is terminated due to lack of satisfactory job performance and the remaining job share partner does not want to work full-time, the following procedure should be followed:

- a. an assessment of the needs of the organization should be carried out to ascertain whether full-time coverage is required;
- b. the vacant half of the job share position should be advertised;
- c. the remaining job share partner should use any available contacts to assist in finding a partner;
- d. if a suitable job partner cannot be found, an organization-wide search for alternative work should be implemented for the remaining job share partner; and
- e. if all the above has been carried out and it is still not possible to either find a replacement job share partner or find the remaining job share partner a suitable alternative position, the remaining partner may be released from employment.

If one job share partner wants to return to full-time and the other wants to remain part-time, or both job share partners want to return to full-time, the following procedure should be followed:

- a. an assessment of the needs of the organization should be carried out to ascertain whether full-time coverage is required; and
- b. if only one full-time job is available, the supervisor will re-interview both employees and make an offer for one position to one employee based upon job performance, qualifications, experience, etc. Prior full-time status will not guarantee a right to return to full-time.

Conclusion

It is the goal of the LCPS job share policy to serve employees in their needs while not compromising student achievement. The job share arrangement may be terminated at any time should the supervising director believe the job share arrangement is having a detrimental effect on students, achievement of the job's duties, and/or achievement of the School's mission.

Flex-Time Policy

Flex-time is a work schedule which allows employees to work hours that are not within the standard 8:00 AM to 5:00 PM range, while maintaining a high level of service and ability to accomplish the job's duties.

Aims and Objectives

LCPS is committed to equality of opportunity for all staff regardless of the number of hours worked. In order to facilitate this, LCPS may create working arrangements, in accordance with managerial interests, whereby it can widen its recruitment pool, retain the valuable skills of existing employees who no longer want to work full-time or who may want to work full time but with an alternative schedule, and enable staff to retain career development opportunities.

Eligibility

Eligibility for flex-time scheduling will be at the supervisor's discretion. Because our mission and school goals rely on consistent adult presence, the more contact an employee has with students, the more restrictive the schedule is. As a result, it may be difficult for a teacher or employee with a consistent caseload of students to obtain a flex-time schedule.

An employee must formally request a flex-time schedule from their direct supervisor in writing. Supervisors will have to carefully examine the flex-time schedules which the employee requests, so that they can coordinate work schedules which ensure ample employee coverage during peak hours.

Managing Flex-Time

It is the responsibility of the supervisor to verify and ensure performance of employees with flex-time schedules. Flex-time schedules will need to be made transparent to other employees, so that all employees stay aware of who is covering that individual's duties, if applicable. Positive, effective, and clear relationships among all employees involved are important for a successful flex-time policy. Flex-time is a privilege, not a right, and, if abused or in any way adverse to the School's interests, can be taken away at the discretion of the supervisor.

Flex-Time Options

At LCPS, there are a few types of flex schedules from which to choose: Peak-Hour Flex-Time, Compressed Work Week, and Reduced-Time options. It must be emphasized that because LCPS is a school that requires most employees to be face-to-face with students on a daily basis, flex-time options will be weighed with care for both the employee and the students that we serve. Once an employee signs up for a particular flex-time option, the individual is expected to work that schedule in a consistent manner. However, schedules can be changed. All flex-time work options need to be approved by the direct supervisor and the Director of Talent & HR. In the case of the CEO desiring a flex-time option, Board approval is required.

Peak-Hour Flex-Time: This flex-time schedule shifts daily work hours while still working an eight (8) hour day. For instance, instead of the normal 8am-5pm work day, an employee could work from 7am-4pm, 7:30am-4:30pm, 9:00am-6:00pm, etc. Working any arrangement of hours within an eight (8) hour day constitutes a valid workday. It is important to remember that the level of service must be maintained during peak work hours which will be specific for each job. Therefore, supervisors will need to coordinate the schedules of all flex-time participants to ensure ample coverage during these hours and duties.

Compressed Work Week: To maintain this flex-time arrangement, an employee works their full work week in less than five (5) days. For instance, an employee may work four (4) 10-hour days, or on a two-week rotating basis; one (1) week, an employee works a regular 8am-5pm, five (5) day week and the next they work a compressed schedule, which is four (4), 9-hour days and one (1) 4-hour day. It is important to remember that this option is available only to employees who do not have a direct case load/classroom/crew of students that they see on a daily basis. Supervisor discretion will be required to determine if a compressed work week is allowable for a position. In all cases for non-exempt employees, LCPS shall comply with overtime laws as applicable.

Reduced-Time Options – These options permit employees to work part-time while juggling other responsibilities, such as caregiving. Reduced-time options include:

- **Part-time work opportunities.** Part-time workers should receive proportionate wages and benefits compared with full-time workers. Similarly, part-time workers should receive proportionate credit for relevant experience needed to qualify for promotions, training programs, or other employment opportunities.
- **Job sharing.** Job sharing programs permit two employees to share one full-time position. In general, employees participating in job sharing programs receive a proportionate share of the salary and benefits. (See complete Job Share policy herein for more information.)

Trial Period

Upon granting a flex-time arrangement to an employee, the supervisor will revisit how the work arrangement is working after three (3) months. If job performance is not compromised, the flex time agreement may remain in place. If job performance is being compromised due to flex time, a plan to change the arrangement will be made and executed.

Time Cards/Records

By law, LCPS is obligated to keep accurate records of the time worked by non-exempt employees. Such employees shall be required to utilize the School's time clock system.

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

Non-exempt employees are solely responsible for ensuring accurate information in their time clock system and remembering to record time worked. If an employee forgets to scan in or makes an error, the employee must contact their supervisor to make the correction and such correction must be initialed by both the employee and the Director of Talent & HR or their designee.

Non-exempt employees are prohibited from performing off-the-clock work, including but not limited to checking emails before/after work hours, performing work in the morning before logging in, and running School errands after logging out.

No one may record hours worked under another's time clock system. Any employee who violates any aspect of this policy may be subject to disciplinary action, up to and including release from at-will employment with the School.

Use of Email, Voicemail and Internet Access

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

1. Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols.
2. The email system and Internet access is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted.
3. Employees should not attempt to gain access to another employee's personal files or email or voicemail messages without the latter's express permission.
4. School staff will not enter an employee's personal email files or voicemail unless there is a business need to do so. LCPS retains a copy of all passwords; passwords unknown to the School may not be used. System security features, including passwords and delete functions, do not neutralize the School's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.
5. Employees should not use personal devices or email accounts for School-related communications as such communications may be discoverable as public records. School-related communications should only take place using School-issued devices and via the employee's LCPS email account.

Phone Policy

LCPS supports communication for professional purposes through one of multiple means:

- Primary usage is conducted via landline phones. Teachers and Administrators can utilize the phone that is stationed in their workspace for professional needs.
- In some instances, specifically, when an employee does not have access to a landline but is required to use a phone for professional reasons, LCPS uses mobile phones via the RingCentral platform. This allows employees to utilize their personal mobile phones, without any association to their personal number or personal phone plan.

Personal Business

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

Social Media

If an employee decides to post information on the Internet or social media (i.e., personal blog, Facebook, Instagram, Twitter, etc.) that discusses any aspect of his/her workplace activities, the following restrictions apply:

- School equipment, including School computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be strictly followed;
- Employees must make clear that the views expressed in their blogs are their own and not those of the School;
- Employees may not use the School's logos, trademarks and/or copyrighted material and are not authorized to speak on the School's behalf;
- Employees are not authorized to publish any confidential or proprietary information maintained by the School;
- Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing the School, the employee's supervisors, co-workers and competitors;
- Employees must comply with all School policies, including, but not limited to, rules against unlawful harassment and retaliation.

The School reserves the right to take disciplinary action against any employee whose social media postings violate this or other School policies.

Personal Appearance and Conduct

Employees are expected to wear clothing appropriate for the nature of our business and the type of work performed. Because each employee is a representative of LCPS in the eyes of the public, each employee must report to work properly groomed, wearing appropriate clothing and maintaining a professional appearance that sets a good example for LCPS students.

Health and Safety Policy

LCPS is committed to providing and maintaining a healthy and safe work environment for all employees.

Employees are required to know and comply with the School's General Safety Rules and to follow safe and healthy work practices at all times. Employees are required to report immediately to the Director of Talent & HR and their supervisor any potential health or safety hazards, and all injuries or accidents.

In compliance with Proposition 65, the School will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

First-Aid and CPR Training

All individuals working unsupervised with children or in a classroom setting (i.e. core teachers, advisors, non-core teachers, administrators, aides) must receive, renew, and maintain basic first-aid and CPR certification by the first day of school for students. Failure to meet this requirement will result in withholding of the employee's paycheck until the obligation is met.

Security Protocols

LCPS has developed guidelines to help maintain a secure school site. Be aware of unknown persons loitering in parking areas, walkways, entrances, and exits and service areas of the school. Report any suspicious persons or activities to office staff. Employee desk, classroom, or office should be secured at the end of each day. When an employee is called away from his or her work area or classroom for an extended length of time, valuable or personal articles should not be left around a workstation that may be accessible. The security of facilities as well as the welfare of employees depends upon the alertness and sensitivity of every individual to potential security risks. **Employees should immediately notify a school administrator when keys are missing or if security access, codes or passes have been breached.**

Guests and Visitors

All guests and visitors must report to the main office to sign in and receive a guest pass to enter any LCPS facility.

Emergency Plans and Disaster Service Worker Responsibilities

Appropriate fire exit and earthquake preparedness drills will be administered at least two (2) times per year. California Government Code Section 3101 states that all school employees are considered disaster service workers when a local, state, or federal disaster declaration has been made. During a declared disaster, school employees are required by law, to serve as disaster service workers and cannot leave their school site until formally released up to seventy-two (72) hours. During an emergency, teachers must always have a roster of students under their direct supervision.

Occupational Safety

LCPS is committed to the safety of its employees, vendors, contractors and the public and to providing a clear safety goal for management.

The prevention of accidents is the responsibility of every School supervisor. It is also the duty of all employees to accept and promote the established safety regulations and procedures. Every effort will be made to provide adequate safety training. If an employee is ever in doubt how to perform a job or task safely, assistance should be requested. Unsafe conditions must be reported immediately.

It is the policy of the School that accident prevention shall be considered of primary importance in all phases of operation and administration. LCPS's management is required to provide safe and healthy working conditions for all employees and to establish and require the use of safe practices at all times.

Failure to comply with or enforce School safety and health rules, practices and procedures could result in disciplinary action up to and including possible termination.

Accident/Incident Reporting

It is the duty of every employee to immediately or as soon as is practical report any accident or injury occurring during work or on School premises to both their supervisor and the Director of Talent & HR so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes.

Reporting Fires and Emergencies

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by calling management. In addition, all employees should know the local emergency numbers such as 911.

EMPLOYEE WAGES AND HEALTH BENEFITS

Faculty and Staff Compensation

When appropriate for positions that are staffed by a multitude of individuals (i.e., teachers), the Director of Talent & HR shall propose a salary schedule in accordance with the terms of the Charter and will present it for approval to the Board of Directors. Individual faculty and staff salaries will be determined each year according to LCPS Salary Schedules. For unique positions, salaries will be determined based on the nature of the role and experience and qualifications of the individual.

Payroll Withholdings

As required by law, LCPS shall withhold Federal Income Tax, State Income Tax, Social Security (FICA) and State Disability Insurance from each employee's pay as follows:

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
3. Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School.
4. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, he or she should ask the Director of Finance to explain them.

Employees may change the number of withholding allowances claimed for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to the Director of Finance. The office maintains a supply of these forms.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 form. The W-4 form should be completed upon hire and it is the employee's responsibility to report any changes in filing status to the Director of Finance and to fill out a new W-4 form.

At the end of the calendar year, a "withholding statement" (W-2) will be prepared and forwarded to each employee for use in connection with preparation of income tax returns. The W-2 shows Social Security information, taxes withheld and total wages.

Overtime Pay

Whether an employee is exempt from or subject to overtime pay will be determined on a case-by-case basis and will be indicated in the employee's job description. Generally, teachers and administrators are exempt. Non-exempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for non-exempt employees. LCPS will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the immediate supervisor with approval by the Director of Talent & HR or Director of Finance. LCPS provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

For employees subject to overtime, all hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime. Compensation for hours in excess of forty (40) for the workweek or in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half times the employee's regular rate of pay. Compensation for hours in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to these exempt employees.

Paydays

Paydays are scheduled on the 15th and the last day of each month. If a payday falls on a weekend or holiday, then payroll will be processed on the last business day prior to that weekend. If an employee has any payroll questions or observes any error in his or her check, it should be reported immediately to the Staff Accountant.

Wage Attachments and Garnishments

Under normal circumstances, the School will not assist creditors in the collection of personal debts from its employees. However, creditors may resort to certain legal procedures such as garnishments, levies or judgments that require the School, by law, to withhold part of an employee's earnings in their favor.

Employees are strongly encouraged to avoid such wage attachments and garnishments. If the School is presented a second garnishment request concerning an employee, the Director of Finance will discuss the situation with the employee.

State Disability Insurance

LCPS employees contribute a percentage of their salary toward State Disability Insurance (SDI). The SDI Program provides temporary benefit payments to workers for non-work-related-disabilities.

Within SDI are two (2) benefit programs: Disability Insurance (DI) and Paid Family Leave

(PFL). DI benefits are paid to eligible California workers experiencing a loss of wages when they are unable to perform their regular or customary work due to a non-work-related illness or injury, pregnancy or childbirth. PFL benefits are paid to individuals unable to work because they need to care for a seriously ill family member or bond with a new minor child.

The first seven (7) days of a claim is a waiting period for DI which no benefits are payable. There is no waiting period for PFL claims. Benefits begin with the eighth (8th) day of disability. Employees cannot receive DI and Unemployment Insurance (UI) or Paid Family Leave (PFL) benefits for the same period. DI is payable for a maximum of fifty-two (52) weeks.

LCPS does not determine SDI eligibility. Please contact the Employment Development Department for more information regarding SDI as needed: www.edd.ca.gov.

Faculty and Staff Benefits

LCPS will attempt to provide health, dental, and vision insurance coverage for current staff that is reasonably comparable with coverage provided by the sponsoring district to its employees, provided such coverage is commercially or otherwise available at reasonable cost. LCPS will pay 100% of the cost of such coverage for full-time employees working at least thirty (30) hours per week in accordance with applicable law. LCPS will pay 75% of the cost of such coverage for part-time employees working at least 60% or twenty-four (24) hours per week. No staff member will receive paid health benefits beyond their separation from employment.

LCPS will cover children/dependents at 50% for full-time, regular employees who work at least thirty (30) hours per week, and at 37.5% for part-time employees working at least 60% or twenty-four hours per week. LCPS does not currently pay for spouse or domestic partner benefits. If an employee wishes to have their spouse or domestic partner covered for Medical (currently through Kaiser Permanente) or Dental (currently through Principal), a deduction equivalent to the spouse's/domestic partner's cost will be withdrawn from the employee's pay post-taxes.

Medical Plan

Eligibility

Employees are eligible for medical coverage as stated above. Medical benefits are currently provided under Kaiser Permanente which includes medical and vision coverage. This plan is subject to change during the School's Open Enrollment period, following appropriate notification to employees.

When Coverage Starts

Medical coverage begins on the first of the month following thirty (30) days of full employment. Enrollment forms must be submitted to the Director of Talent & HR as soon as possible via the designated School enrollment process. This enrollment form serves as a request for coverage, and authorizes any payroll deductions necessary to pay for coverage.

Cost of Coverage

The current costs for coverage under the plan is available from the Director of Talent & HR. These costs may change from time to time, particularly during the Open Enrollment period, which is currently July 1. Full-time, regular employees are not required to contribute toward the payment of their individual medical benefits. A part-time employee will pay a portion of their benefits each month, in line with information stated above. Additionally, the cost associated with dependent or spouse/domestic partner coverage is subject to change, and is available from the Director of Talent & HR.

Dental Plan

Eligibility

Employees are eligible for dental coverage, as stated above. LCPS currently offers Dental Coverage through Principal Insurance.

This plan is subject to change during the School's Open Enrollment period, following appropriate notification to employees.

When Coverage Starts

Dental coverage begins on the first of the month following thirty (30) days of full employment. Enrollment forms must be submitted to the Director of Talent & HR as soon as possible via the designated School enrollment process. This enrollment form serves as a request for coverage, and authorizes any payroll deductions necessary to pay for coverage.

Supplemental Vision Plan

Eligibility

Employees are eligible for supplemental vision coverage, as stated above. LCPS currently offers Supplemental Vision Coverage through Ameritas Financial Group.

This plan is subject to change during the School's Open Enrollment period, following appropriate notification to employees.

When Coverage Starts

Supplemental vision coverage begins on the first of the month following thirty (30) days of full employment. Enrollment forms must be submitted to the Director of Talent & HR as soon as possible via the designated school enrollment process. This enrollment form serves as a request for coverage, and authorizes any payroll deductions necessary to pay for coverage.

Cost of Coverage

The current costs for coverage under the plan is available from the Director of Talent & HR. These costs may change from time to time, particularly during the Open Enrollment period, which is currently July 1. Because LCPS provides basic vision coverage under its medical plan,

the full cost of supplemental vision coverage for the employee, any dependents, and/or spouse/domestic partner must be paid by the employee.

Flexible Spending Account (FSA) Plan

LCPS administers a Flexible Spending Account Plan for Medical and Dependent Care and Parking and Transit. All employees are eligible to enroll in LCPS' pre-tax Flexible Spending Account Plans regardless of if they meet the eligibility thresholds for other health and welfare benefits as defined above. LCPS currently offers Medical and Dependent Care and Parking and Transit FSA through Basic Pacific. Employees are allowed to contribute up to the current annual pre-tax limits for medical and dependent care FSA plans.

The FSA plan begins on the first day of enrollment once eligible. Enrollment forms must be submitted to the Director of Talent & HR within thirty (30) days of eligibility or during the open enrollment period via the designated School enrollment process. This enrollment form serves as a request for coverage, and authorizes the pre-tax payroll deductions necessary to pay for coverage. Upon enrollment, employee contributions will be automatically deducted per pay period during the plan year.

Health Savings Account (HSA) Plan

LCPS administers a Health Savings Account Plan for employees who enroll in our High Deductible Health Plan (HDHP) medical plan option. Employees are eligible to enroll in LCPS' pre-tax HAS plan if they meet eligibility thresholds for health benefits as defined above and elect the HDHP plan option. LCPS currently offers HSA through Basic Pacific. LCPS provides a yearly employer contribution of \$750 per individual employee and \$1500 per employee plus dependents enrolled in the HDHP plan option as of September 1. This contribution is deposited into each employee's HSA in two installments over the year: July 1 and January 1. An employee who terminates employment before the end of the year will forfeit any future contribution not yet deposited and any employee who starts employment after January 1st forfeits the right to the first contribution in the plan year. All deposits into the HSA become the express funds of the employee, roll over each year, and are transferrable to another HSA account upon termination of employment. Employees are allowed to contribute up to the current annual pre-tax limits for HSA plans less the employer contribution.

The HSA plan begins on the first day of enrollment once eligible and once enrolled in the HDHP health plan. Enrollment forms must be submitted to the Director of Talent & HR within thirty (30) days of eligibility or during the open enrollment period via the designated School enrollment process. This enrollment form serves as a request for coverage, and authorizes the pre-tax payroll deductions necessary to pay for coverage. Upon enrollment, employee contributions will be automatically deducted per pay period during the plan year.

Retirement Plan

LCPS administers a defined contribution plan called the LCPS Retirement Plan. LCPS will annually contribute 8.00% of employee salaries to their individual retirement plans. All eligible staff will contribute an additional 8.00% of their salary, which will be automatically deducted. LCPS contributions vest 20% with each full year of employment and employees become 100%

vested after five years of service.

Due to the nature of this plan, LCPS employees do not contribute to social security and are not eligible for social security benefits connected to their employment at Lighthouse.

403(b) Plan

In addition to its defined retirement contribution plan, LCPS administers a voluntary 403(b) plan called the Lighthouse Community Public Schools 403(b) Plan. Any employee shall be eligible to make contributions under the plan as long as she or he remains employed at the School. An employee may elect to reduce taxable compensation by filing a compensation reduction agreement with the Plan Administrator and the Director of Talent & HR. Employees may contribute up to the Maximum Permissible Amount each year as defined by law (currently \$19,000 for 2019 with a catch up limit of \$6,000 for employees older than 50 years of age).

COBRA Benefits

When coverage under the School's medical, dental, and/or supplemental vision plans ends, employees or their dependents can continue coverage for eighteen (18) or thirty-six (36) months, depending upon the reason benefits ended. To continue coverage, an employee must pay the full cost of coverage, the employee contribution, and the School's previous contribution plus a possible administrative charge.

Medical coverage for an employee, his/her spouse, and eligible dependent children can continue for up to eighteen (18) months if coverage ends because:

- Employment ends, voluntarily or involuntarily, for any reason other than gross misconduct; or
- Hours of employment are reduced below the amount required to be considered a full-time employee or part-time, making an employee ineligible for the plan.

This eighteen (18) month period may be extended an additional eleven (11) months in cases of disability subject to certain requirements. This eighteen (18) month period may also be extended an additional eighteen (18) months if other events (such as a divorce or death) occur subject to certain requirements.

An employee's spouse and eligible dependents can continue their health coverage for up to thirty-six (36) months if coverage ends because:

- The employee dies while covered by the plan;
- The employee and his/her spouse become divorced or legally separated;
- The employee becomes eligible for Medicare coverage, but his/her spouse has not yet reached age sixty-five (65); or

- The employee's dependent child reaches an age which makes him or her ineligible for coverage under the plan.

Rights similar to those described above may apply to retirees, spouses and dependents if the employer commences a bankruptcy proceeding and those individuals lose coverage.

LCPS will notify employees or their dependents if coverage ends due to termination or a reduction in work hours. If an employee becomes eligible for Medicare, divorced or legally separated, die, or when a dependent child no longer meets the eligibility requirements, the employee or a family member are responsible for notifying the School within thirty (30) days of the event. LCPS will then notify the employee or his/her dependents of the employee's rights.

Health coverage continuation must be elected within sixty (60) days after receiving notice of the end of coverage, or within sixty (60) days after the event causing the loss, whichever is later.

There are certain circumstances under which coverage will end automatically. This happens if:

- Premiums for continued coverage are not paid within thirty (30) days of the due date;
- The employee (or his/her spouse or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition the employee (or the employee's spouse or child, as applicable) may have;
- LCPS stops providing group health benefits;
- The employee (or the employee's spouse or child) become entitled to Medicare; or
- The employee extended coverage for up to twenty-nine (29) months due to disability and there has been a final determination that the employee is no longer disabled.

Tuition Assistance

LCPS offers tuition assistance to employees to engage in credentialing or continued education related to their role and responsibilities or in support of professional growth. Tuition assistance is approved on a case-by-case basis. The amount and portion of assistance paid by LCPS is dependent on the program and the employee's role. This may, but is not required to include, some or all portion of tuition and some or no supplementary costs. Any such training is a voluntary effort for which no wages will be paid. In some cases, the School will cover the full cost of tuition if such program is required for employment eligibility after the employee has been hired (e.g. induction for new teachers or administrators to attain their clear credential). To be eligible, the employee must make a request to their supervisor, the Director of Talent & HR, and the Director of Finance. The employee will be required to enter into a Tuition Assistance Agreement (Agreement).

Depending on the length and cost of the program, tuition assistance may be dependent on continued employment with LCPS, after conclusion of the program, for an additional amount of time specified within the Agreement. If for any reason the employee voluntarily leaves LCPS, or is released from at-will employment or terminated for good cause before that time, he or she

agrees upon termination to repay the amount of the program cost subsidized by LCPS on a prorated basis of months completed from the beginning of the training to his or her release/termination date.

If the employee is obligated to refund tuition reimbursement under the terms of the Agreement, the employee must authorize the School in writing to withhold any amount due under the Agreement from the employee's final paycheck from the Employer. After any such deduction, any remaining balance owed to the Employer shall continue to be an obligation of the employee to LCPS and must be repaid within ten (10) business days of the date of termination.

A tuition agreement does not constitute an employment agreement, or any express or implied promise of continued employment. The employment relationship remains at-will, meaning that either the employee or LCPS have the right to terminate employment at any time, with or without advance notice or cause.

PERSONNEL EVALUATION AND RECORD KEEPING

Evaluation of Teachers and Staff

Formal and Informal Observations

The Management Team, using both formal and informal observations, will observe employees on an ongoing basis. Informal observations can occur during any time and may include a post-observation conference. Results of formal and informal observations, consisting of the employee's and his/her supervisor's observations and recommendations, may be put in writing and included within the employee's personnel file. Nothing in this section limits a member of the Management Team from conducting other observations of an informal or unannounced nature.

Evaluations of non-teaching staff will be conducted using formal and informal techniques, which may include check-ins, self-evaluations, and peer observations.

The Board of Directors evaluates the Chief Executive Officer on an annual basis. Portfolios of work and evidence are assembled and evaluated and the Board interviews members of the different school constituencies to assess the performance of the Chief Executive Officer.

Response to Observation and Review Findings

All employees shall have the right to make written objections to the observations or review findings within one (1) week of receipt by stating areas of disagreement. These objections will be attached to the observation and/or evaluation and kept in the employee's personnel file.

Personnel Files and Record Keeping Protocols

At the time of employment, a personnel file is established for each employee. It is each employee's responsibility to keep the HR team advised of changes that should be reflected in their personnel file. Such changes include: change in address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact an employee should the change affect their other records.

Employees have the right to inspect documents in their personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. Employees also have the right to obtain a copy of their personnel file as provided by law. Employees may add comments to any disputed item in the file. LCPS will restrict disclosure of personnel files to authorized individuals within the School. A request for information contained in the personnel file must be directed to the Human Resources team. Only the Director of Talent & HR or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

Credible complaints of substantiated investigations into or discipline for egregious misconduct will not be expunged from an employee's personnel file unless the complaint is heard by an

arbitrator, administrative law judge, or the Board and the complaint is deemed to be false, not credible, unsubstantiated or a determination was made that discipline was not warranted.

HOLIDAYS AND LEAVES

Holidays

See School Calendar for paid holidays.

Sick Leave

Sick leave is a benefit provided to employees as a cushion for incapacitation due to illness or injury. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. If an employee has no spouse or domestic partner, the employee can designate one (1) person in lieu of spouse/domestic partner (within the first ten [10] days of each year). The designation can be only of one (1) person, annually. An employee may also take up to twenty-four (24) hours of their sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

Hourly employees working at least two (2) hours per week are entitled to accrue one (1) hour of paid sick leave for every thirty (30) hours worked (which includes overtime hours worked by non-exempt employees).

Salaried full-time employees accrue fifty-six (56) hours of sick time each year if working an 11-month schedule and accrue sixty-four (64) hours of sick time each year if working a 12-month schedule. Salaried exempt employees working on a part-time basis shall accrue sick time on a pro rata or proportional basis to the proportion of hours worked each week compared to the full-time equivalent. For example, an 11-month part-time exempt employee working 20 hours per week (or 50% full-time equivalent) shall accrue 50% of the fifty-six (56) hours totaling twenty-eight (28) hours.

Accrued sick time is subject to a cap based on the table below. Once the cap is reached, no further sick time will accrue until some sick time is used. When some sick time is used, sick time will begin to accrue again. There is no retroactive grant of sick time for the period of time the accrued sick time was at the cap.

Employee Type	Accrual Rules	Accrued Sick Time Cap
Hourly	1 hour of paid sick leave for every 30 hours worked	72 hours
Salaried 11-month	56 hours per year (pro-rated for part-time employees)	80 hours
Salaried 12-month	64 hours per year (pro-rated for part-time employees)	88 hours

New employees shall not be permitted to utilize paid sick leave until they have completed ninety (90) days of employment at LCPS, absent prior supervisor approval. Sick leave must be taken by employees in increments of one (1) hour.

Sick leave may only be used for the purposes specified in this policy. Accordingly, LCPS retains the right to request verification from a licensed health care practitioner for any absence due to illness, injury, or disability, especially for absences exceeding three (3) consecutive days. Pay for sick leave may be withheld if a satisfactory verification is not timely received.

Employees are not allowed to draw against unearned/unaccrued sick leave. LCPS does not pay employees upon separation of employment for unused sick leave.

All employees shall inform their supervisor, as well as the appropriate personnel per School guidelines, of an anticipated absence as soon as possible if a substitute is needed, and such leave (other than for unexpected circumstances) must be pre-approved by the supervisor. The Director of Talent & HR may require an employee to verify the claimed reason for any absence.

Personal Necessity Leave

Employees may use a portion of their sick leave for personal necessity annually as follows: regular full-time employees may use up to three (3) days; and all other employees may use up to one (1) day of sick leave for personal necessity leave annually. Uses of personal necessity leave may include, but are not limited to: death or serious illness of a member of the employee's immediate family (this is in addition to Bereavement Leave); an accident involving the employee's person or property, or the person or property of an immediate family member; adoption of a child; the birth of child making it necessary for an employee who is the parent of the child to be absent from their position during work hours; attendance at conferences not otherwise approved by the employee's supervisor; personal legal matters; religious observances; and business matters that cannot be conducted outside of the workday. Employees must request personal necessity leave at least two (2) weeks in advance unless an emergency situation occurs. Personal necessity does not carry over from year to year, and is not paid out upon separation from employment, as this leave is part of the sick leave provided above.

Paid Time Off

For 12-month salaried employees, LCPS provides ten (10) days or eighty (80) hours of paid time off (PTO). PTO accrues each pay period and is accessible by the employee after that time. 12-month salaried employees who are at less than 100% full-time status are eligible for PTO at a pro-rated amount of hours corresponding to the percentage of their FTE (e.g. an employee working twenty [20] hours per week or 50% time would accrue five [5] days or forty [40] hours of PTO after a year of service). Employees are generally encouraged to take this time during the summer unless their position is such that taking time off in the summer is not advisable, or would interfere with LCPS operations. As such, employees may take these days at any point during the year with supervisor pre-approval. Employees must request to use PTO at least two (2) weeks in advance. Unused PTO carries over from year to year up to a cap of one and one-half (1 ½) times the annual accrual (totaling fifteen [15] days). Once the cap is reached no further PTO time will accrue until some is used. Unused PTO is paid out upon separation from employment.

Unpaid Leave of Absence

LCPS recognizes that special situations may arise where an employee must leave his or her job temporarily. At its discretion, the School may grant employees leaves of absence. Any unpaid

leave of absence must be approved in advance by the School.

The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period.

During a Family and Medical Leave Act leave, California Family Rights Act leave and/or Pregnancy Disability Leave, the employee's medical, and dental benefits will remain in force provided the employee pays the appropriate premiums as before they went on leave. Otherwise, benefits are terminated the month any other type of leave begins. If an employee fails to return from a leave and is subsequently terminated, the employee is entitled to all earned but unused PTO, provided that the PTO was earned prior to the commencement of leave. No PTO is accrued during any type of unpaid leave of absence. If any employee fails to return from leave and is subsequently terminated, the employee will be liable for any medical and dental premiums paid on their behalf by LCPS as outlined below

Family Care and Medical Leave

This policy explains how the School complies with the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), both of which require the School to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA leave in any twelve (12) month period for the purposes enumerated below. For purposes of this policy, all leave taken under FMLA or CFRA will be referred to as "FMLA leave."

- **Employee Eligibility Criteria**

To be eligible for FMLA leave, the employee must have been employed by the School for a total of at least twelve (12) months, worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the FMLA leave, and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles (except for purposes of baby-bonding where the threshold is twenty (20) employees).

- **Events That May Entitle an Employee To FMLA Leave**

The twelve (12) week (or twenty-six (26) workweeks where indicated) FMLA allowance includes any time taken (with or without pay) for any of the following reasons:

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they will be entitled to a combined total of twelve (12) weeks of leave for this purpose.
2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other

than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School's separate pregnancy disability policy).

- a. A "serious health condition" is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
 - b. "Inpatient care" means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
 - c. "Incapacity" means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
 - d. "Continuing treatment" means ongoing medical treatment or supervision by a health care provider.
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, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces.
- Amount of FMLA Leave Which May Be Taken
 1. FMLA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. "Twelve workweeks" means the equivalent of twelve (12) of the employee's normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, "twelve workweeks" means sixty (60) working and/or paid eight (8) hour days.
 2. In addition to the twelve (12) workweeks of FMLA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member shall also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the service member.

3. The “twelve month period” in which twelve (12) weeks of FMLA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA leave.
 4. If a holiday falls within a week taken as FMLA leave, the week is nevertheless counted as a week of FMLA leave. If, however, the School’s business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School’s activities have ceased do not count against the employee’s FMLA leave entitlement. Similarly, if an employee uses FMLA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee’s leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.
- Pay during FMLA Leave
 1. An employee on FMLA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA leave, the School and the employee may agree to have School-provided paid leave, such as PTO or sick leave, supplement the partial wage replacement benefit unless otherwise prohibited by law.
 2. An employee on FMLA leave for child care or to care for a spouse, domestic partner, parent, or child with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA leave.
 3. If an employee has exhausted his/her sick leave, leave taken under FMLA shall be unpaid leave.
 4. The receipt of sick leave or State Disability Insurance benefits will not extend the length of the FMLA leave. Sick leave accrues during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began.

- Health Benefits

The provisions of the School’s various employee benefit plans govern continuing eligibility during FMLA leave, and these provisions may change from time to time. The health benefits of employees on FMLA leave will be paid by the School during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If an employee is required to pay premiums for any part of his/her group health coverage, the School will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

LCPS may recover the health benefit costs paid on behalf of an employee during his/her FMLA leave if:

1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have “failed to return from leave” if he/she works less than thirty (30) days after returning from FMLA leave; and
2. The employee’s failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA leave, or other circumstances beyond the control of the employee.

- Seniority

An employee on FMLA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA leave will return with the same seniority he/she had when the leave commenced.

- Medical Certifications

1. An employee requesting FMLA leave because of his/her own or a relative’s serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of the School’s request for certification) may result in denial of the leave request until such certification is provided.
2. The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School may contact the employee’s health care provider to authenticate a certification as needed.
3. If the School has reason to doubt the medical certification supporting a leave because of the employee’s own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
4. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

- Procedures for Requesting and Scheduling FMLA Leave

1. An employee should request FMLA leave by completing a Request for Leave form and submitting it to the Director of Talent & HR. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA leave policy.
 2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.
 3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
 4. If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, domestic partner, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
 5. If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
 6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
 7. The School will respond to an FMLA leave request no later than five (5) business days of receiving the request. If an FMLA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
- Return to Work
 1. Upon timely return at the expiration of the FMLA leave period, an employee (other than a "key" employee whose reinstatement would cause serious and grievous injury to the School's operations) is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.

2. When a request for FMLA leave is granted to an employee (other than a “key” employee), the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
 3. Before an employee will be permitted to return from FMLA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.
 4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.
- Limitations on Reinstatement
 1. LCPS may refuse to reinstate a “key” employee if the refusal is necessary to prevent substantial and grievous injury to the School’s operations. A “key” employee is an exempt salaried employee who is among the highest paid 10% of the School’s employees within seventy-five (75) miles of the employee’s worksite.
 2. A “key” employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of, FMLA leave, that he/she qualifies as a “key” employee and the potential consequences with respect to reinstatement and maintenance of health benefits if the School determines that substantial and grievous injury to the School’s operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, the School will notify the “key” employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee’s reinstatement would cause the School to suffer substantial and grievous injury. If the School realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.
 - Employment during Leave

No employee, including employees on FMLA leave, may accept employment with any other employer without the School’s written permission. An employee who accepts such employment without the School’s written permission will be deemed to have resigned from employment at the School.

Pregnancy Disability Leave

This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each female employee an unpaid leave of absence of up to four (4) months per pregnancy, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

- Employee Eligibility Criteria

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.

- Events That May Entitle an Employee to Pregnancy Disability Leave

The four (4) month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
2. The employee needs to take time off for prenatal care.

- Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. “Four months” means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times 17 1/3 weeks).

For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works twenty (20) hours per week, “four months” means 346.5 hours of leave entitlement (20 hours per week times 17 1/3 weeks). For an employee who normally works forty-eight (48) hours per week, “four months” means 832 hours of leave entitlement (48 hours per week times 17 1/3 weeks).

At the end or depletion of an employee’s pregnancy disability leave, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation. Entitlement to additional leave must be determined on a case-by case basis, taking into account a number of considerations such as whether an extended leave is likely to be effective in allowing the employee to return to work at the end of the leave, with or without further reasonable accommodation, and whether or not additional leave would create an undue hardship for the School. The School is not required to provide an indefinite leave of absence as a reasonable accommodation.

- Pay during Pregnancy Disability Leave

1. An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued PTO at the beginning of any otherwise unpaid leave period.
2. The receipt of PTO, sick leave, or state disability insurance benefits, will not extend the length of pregnancy disability leave.
3. PTO and sick leave accrue during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

- Health Benefits

LCPS shall provide continued health insurance coverage while an employee is on pregnancy disability leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) months in a twelve (12) month period. LCPS can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

1. The employee fails to return from leave after the designated leave period expires.
2. The employee's failure to return from leave is for a reason other than the following:
 - The employee is taking leave under the California Family Rights Act.
 - There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.
 - There is a non-pregnancy related medical condition requiring further leave.
 - Any other circumstance beyond the control of the employee.

- Seniority

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, she will return with the same seniority she had when the leave commenced.

- Medical Certifications

1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.

2. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.
- Requesting and Scheduling Pregnancy Disability Leave
 1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Human Resources Department. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
 2. Employee should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
 3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
 4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
 5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
 6. The School will respond to a pregnancy disability leave request within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
 - Return to Work
 1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, they must be reinstated to a comparable position unless one of the following is applicable:
 - a. The employer would not have offered a comparable position to the employee if they would have been continuously at work during the pregnancy disability leave.

- b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.

A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.

2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
 3. In accordance with LCPS policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
 4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.
- Employment during Leave

No employee, including employees on pregnancy disability leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without written permission will be deemed to have resigned from employment.

Industrial Injury Leave (Workers' Compensation)

LCPS, in accordance with State law, provides insurance coverage for employees in case of work-related injuries. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax-free to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure employees receive any worker's compensation benefits to which they may be entitled, employees will need to:

- Immediately report any work-related injury to the Director of Talent & HR;

- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Director of Talent & HR; and
- Provide the School with a certification from a health care provider regarding the need for workers' compensation disability leave as well as the employee's eventual ability to return to work from the leave.

It is the School's policy that when there is a job-related injury, the first priority is to ensure that the injured employee receives appropriate medical attention. LCPS, with the help of its insurance carrier has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to the School's operation.

- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems (EMS) such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.
- All accidents and injuries must be reported to the supervisor and to the Director of Talent & HR and to the individual responsible for reporting to the School's insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to the School's approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the employee must have a medical release from the School's approved medical facility before returning to work.
- Any time there is a job-related injury, the School's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

Military and Military Spousal Leave of Absence

LCPS shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 ("USERRA"). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, the School shall continue the employee's health benefits. For service of more than thirty (30) days, employee shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued PTO as wage replacement during time served, provided such PTO accrued prior to the leave.

Except for employees serving in the National Guard, LCPS will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. For those employees serving in the National Guard, if he or she left a full-time position, the employee must apply for reemployment within forty (40) days of being released from active duty, and if he or she left part-time employment, the employee must apply for reemployment within five (5) days of being released from active duty.

An employee who was absent from work while fulfilling his or her covered service obligation under the USERRA or California law shall be credited, upon his or her return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

LCPS shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide the School with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

Bereavement Leave

Employees who have worked for more than six (6) months are entitled to a leave of up to three (3) workdays without loss of pay due to a death in the immediate family (parent, spouse, son/daughter, sister/brother, parents-in-law, son/daughter-in-law, grandparents, grandchild). Scheduled days off (including weekends, holidays and vacations) falling during the absence will be counted as both bereavement leave and scheduled days off. If an employee requires more than three (3) days off for bereavement leave, the employee may request additional unpaid leave or may request the opportunity to use any accrued PTO or other forms of accrued leave including religious observance leave and the use of up to three (3) days of personal necessity leave for bereavement.

Religious Observance Leave

Employees who have worked for more than ninety (90) days are entitled to up to two (2) days of leave without loss of pay for religious observances falling outside those holidays and religious observances occurring when school is not in session (such as holidays, weekends, or breaks when the school is not operating). Employees must request religious observance leave at least two (2) weeks in advance. Religious observance leave does not carry over from year to year, and is not paid out upon separation from employment. If an employee requires more than two (2) days off for religious observance, the employee may request additional unpaid leave or request the opportunity to use one or more days of accrued sick time for personal necessity leave as stated above.

Jury Duty or Witness Leave

For all exempt employees, the School will pay for time off if an employee is called to serve on a jury provided the employee continues to perform work duties as assigned. For all non-exempt employees, the School will pay for up to three (3) days if an employee is called to serve on a jury.

Voting Time Off

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. Under these circumstances, an employee will be allowed a maximum of two (2) hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give the Director of Talent & HR at least two (2) days' notice.

School Appearance and Activities Leave

As required by law, LCPS will permit an employee who is a parent or guardian (including a stepparent, foster parent, or grandparent) of school children, from kindergarten through grade twelve (12), or a child enrolled with a licensed child care provider, up to forty (40) hours of unpaid time off per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child's school or child care. If more than one parent or guardian is an employee of LCPS, the employee that first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where the school requires the employee(s) appearance.

The employee requesting school leave must provide reasonable advanced notice of the planned absence. The employee must use accrued but unused paid leave (e.g. PTO or sick leave) to be paid during the absence.

When requesting time off for school activities, the employee must provide verification of participation in an activity as soon as practicable. When requesting time off for a required appearance, the employee(s) must provide a copy of the notice from the child's school requesting the presence of the employee.

Bone Marrow and Organ Donor Leave

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a 12-month period. Eligible employees who require time off to donate an organ to another person may receive up to thirty (30) workdays off in a twelve (12)-month period.

To be eligible for bone marrow or organ donation leave (“Donor Leave”), the employee must have been employed by the School for at least ninety (90) days immediately preceding the Donor Leave.

An employee requesting Donor Leave must provide written verification to the School that he or she is a donor and that there is a medical necessity for the donation of the organ or bone marrow.

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. The School may refuse to reinstate an employee if the reason is unrelated to taking a Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA Leave.

Victims of Abuse Leave

LCPS provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, or stalking. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee’s own health, safety or welfare, or that of the employee’s child or children. Employees may also request unpaid leave for the following purposes:

- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- Obtain services from a domestic violence shelter, program, or rape crisis center.
- Obtain psychological counseling for the domestic violence, sexual assault, or stalking.
- Participate in safety planning, such as relocation, to protect against future domestic violence, sexual assault, or stalking.

To request leave under this policy, an employee should provide LCPS with as much advance notice as practicable under the circumstances. If advance notice is not possible, the employee requesting leave under this policy should provide LCPS one (1) of the following certifications upon returning back to work:

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee’s absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, LCPS will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking for the employees' safety while at work. To request an accommodation under this policy, an employee should contact the Director of Talent & HR.

Returning From Leave of Absence

Employees cannot return from a medical leave of absence without first providing a sufficient doctor's return to work authorization.

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give the Director of Talent & HR thirty (30) days' notice before returning from leave. Whenever the School is notified of an employee's intent to return from a leave, the School will attempt to place the employee in his former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed. If employees need further information regarding Leaves of Absence, they should be sure to consult the Director of Talent & HR.

DISCIPLINE AND TERMINATION OF EMPLOYMENT

Rules of Conduct

The following conduct is prohibited and will not be tolerated by the School. This list of prohibited conduct is illustrative only and applies to all employees of the School; other types of conduct that threaten security, personal safety, employee welfare and the School's operations also may be prohibited. Further, the specification of this list of conduct in no way alters the at-will employment relationship as to at-will employees of the School. If an employee is working under a contract with the School which grants procedural rights prior to termination, the procedural terms in the contract shall apply.

1. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
2. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
3. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
4. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
5. Fighting or instigating a fight on School premises.
6. Violations of the drug and alcohol policy.
7. Using or possessing firearms, weapons or explosives of any kind on School premises.
8. Gambling on School premises.
9. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and time cards.
10. Recording the clock card, when applicable, of another employee or permitting or arranging for another employee to record your clock card.
11. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
12. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
13. Excessive absenteeism or tardiness excused or unexcused.
14. Posting any notices on School premises without prior written approval of management, unless posting is on a School bulletin board designated for employee postings.
15. Immoral or indecent conduct.
16. Conviction of a criminal act.
17. Engaging in sabotage or espionage (industrial or otherwise)
18. Violations of the sexual harassment policy.
19. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
20. Sleeping during work hours.
21. Release of confidential information without authorization.
22. Any other conduct detrimental to other employees or the School's interests or its efficient

- operations.
23. Refusal to speak to supervisors or other employees.
 24. Dishonesty.
 25. Failure to possess or maintain the credential/certificate required of the position.

For employees who possess an employment contract which provides for other than at-will employment, the procedures and process for termination during the contract shall be specified in the contract.

Off-Duty Conduct

While the School does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School or its own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School's legitimate business interests or the employee's ability to perform his or her work will not be tolerated.

While employed by the School, employees are expected to devote their energies to their jobs with the School. For this reason, second jobs are strongly discouraged. The following types of additional employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at our School.
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with our School.
- Additional employment that impairs or has a detrimental effect on the employee's work performance with our School.
- Additional employment that requires the employee to conduct work or related activities on the School's property during the employer's working hours or using our School's facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of our School.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the School explaining the details of the additional employment. If the additional employment is authorized, the School assumes no responsibility for it. LCPS shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

Termination of Employment

Should it become necessary for an employee to terminate their at-will employment with the

School, employees should notify the Director of Talent & HR regarding their intention as far in advance as possible. At least two (2) weeks' notice is expected whenever possible.

When an employee terminates their at-will employment, they will be entitled to all earned but unused PTO (applies to 12-month employees who work a 220 day schedule only). If an employee is participating in the medical and/or dental plan, they will be provided information on their rights under COBRA.

INTERNAL COMPLAINT REVIEW

The purpose of the “Internal Complaint Review Policy” is to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the Director of Talent & HR or Board of Directors to express their work-related concerns.

Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under the School’s “Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation.”

Internal Complaints

(Complaints by Employees Against Employees)

This section of the policy is for use when a School employee raises a complaint or concern about a co-worker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the Director of Talent & HR or designee:

1. The complainant will bring the matter to the attention of the Director of Talent & HR as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
2. The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The Director of Talent & HR or designee will then investigate the facts and provide a solution or explanation;
3. If the complaint is about the Director of Talent & HR, the complainant may file his or her complaint in a signed writing to the President of the School’s Board of Directors, who will then confer with the Board and may conduct a fact-finding or authorize a third party investigator on behalf of the Board. The Board President or investigator will report his or her findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee’s satisfaction. However, the School values each employee’s ability to express concerns and the need for resolution without fear of adverse consequence to employment.

Policy for Complaints Against Employees

(Complaints by Third Parties Against Employees)

This section of the policy is for use when a non-employee raises a complaint or concern about a School employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the Director of Finance or Board President (if the complaint concerns the Director of

Finance) as soon as possible after the events that give rise to the complainant's concerns. The written complaint should set forth in detail the factual basis for the complaint.

In processing the complaint, Director of Finance (or designee) shall abide by the following process:

1. The Director of Finance or designee shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.
2. In the event that the Director of Finance (or designee) finds that a complaint against an employee is valid, the Director of Finance (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Director of Finance (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. The Director of Finance's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of Directors. The decision of the Board shall be final.

General Requirements

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
3. Resolution: The Board (if a complaint is about the Director of Finance) or the Director of Finance or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

AMENDMENT TO EMPLOYEE HANDBOOK

This Employee Handbook contains the employment policies and practices of the School in effect at the time of publication.

LCPS reserves the right to amend, delete or otherwise modify this Handbook at any time provided that such modifications are in writing and duly approved by the employer.

Any written changes to the Handbook will be distributed to all employees. No oral statements can in any way alter the provisions of this Handbook.

APPENDIX A

INTERNAL COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

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

Signature of Complainant

Date: _____

Print Name

To be completed by School:

Received by: _____

Date: _____

APPENDIX B

HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

It is the policy of the School that all of its employees be free from harassment, discrimination, and retaliation. This form is provided for you to report what you believe to be harassment, discrimination, or retaliation so that the School may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment, discrimination or harassment.

If you are an employee of the School, you may file this form with the Director of Talent & HR, Chief Executive Officer, Director of Finance or Board President.

Please review the School's policies concerning harassment, discrimination, and retaliation for a definition of such unlawful conduct and a description of the types of conduct that are considered unlawful.

LCPS will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, the School will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, the School will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged offender.

In signing this form below, you authorize the School to disclose to others the information you have provided herein, and information you may provide in the future. Please note that the more detailed information you provide, the more likely it is that the School will be able to address your complaint to your satisfaction.

Charges of harassment, discrimination, and retaliation are taken very seriously by the School both because of the harm caused by such unlawful conduct, and because of the potential sanctions that may be taken against the offender. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you believe harassed, or discriminated or retaliated against you or someone else: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved;

any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I acknowledge that I have read and that I understand the above statements. I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation.

I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

Signature of Complainant

Date: _____

Print Name

Received by: _____

Date: _____

Lighthouse Community Public Schools
 Multi-year budget
 Site: Lodestar (Charter 1783)
 Version: Charter Renewal - Term beginning July 1, 2021

	Curr. Yr. FY21 Lodestar Forecast	Multi-year projection					
		Year 1	Year 2	Year 3	Year 4	Year 5	
		FY22 Lodestar Forecast	FY23 Lodestar Forecast	FY24 Lodestar Forecast	FY25 Lodestar Forecast	FY26 Lodestar Forecast	
Summary							
Unrestricted							
Revenues							
8000	Local Control Funding Formula	6,262,858	7,070,064	7,778,675	8,519,904	8,520,171	8,690,574
8100	Federal Revenue	965,137	486,862	504,876	553,895	583,288	589,988
8300	Other State Revenues	1,325,441	1,377,155	1,555,585	1,696,072	1,709,233	1,743,496
8600	Local Revenues	295,804	342,878	350,299	358,356	360,287	362,237
8800	Fundraising and Grants	66,000	75,000	68,000	64,000	-	-
	TOTAL	8,915,240	9,351,959	10,257,436	11,192,227	11,172,979	11,386,296
Expenses							
1-2000	Compensation	3,678,211	4,040,037	4,511,255	4,997,037	5,096,977	5,198,917
3000	Employee Benefits	791,842	901,558	1,021,461	1,143,742	1,187,414	1,236,790
4000	Books and Supplies	964,156	577,244	617,359	667,557	675,234	683,103
5000	Services & Other Operating Exp.	3,252,466	3,476,105	3,694,498	3,983,048	4,049,823	4,150,642
6000	Capital Outlay	-	-	-	-	-	-
	TOTAL	8,686,674	8,994,944	9,844,573	10,791,384	11,009,448	11,269,452
	Operating Income, before Depreciation	228,566	357,016	412,862	400,843	163,532	116,844
	<i>Operating Income, as a % of expenses</i>	<i>2.6%</i>	<i>4.0%</i>	<i>4.2%</i>	<i>3.7%</i>	<i>1.5%</i>	<i>1.0%</i>
6900	Depreciation Expense	19,345	-	-	-	-	-
	Change in Unrestricted Net Assets (inc. Depreciation)	209,222	357,016	412,862	400,843	163,532	116,844
	<i>Operating Income, as a % of expenses</i>	<i>2.4%</i>	<i>4.0%</i>	<i>4.2%</i>	<i>3.7%</i>	<i>1.5%</i>	<i>1.0%</i>
Temporarily Restricted							
	Revenues / Contributions	-	-	-	-	-	-
	Expenses / Releases from Restriction	6,000	-	-	-	-	-
	Change in Restricted Net Assets	(6,000)	-	-	-	-	-
Fund Balance							
	Beginning Balance	-	-	-	-	-	-
	Unrestricted (unaudited)	1,536,499	1,451,373	2,171,483	2,584,345	2,985,188	3,148,720
	Restricted (unaudited)	6,000	363,094	-	-	-	-
	Total Beginning Balance	1,542,499	1,814,467	2,171,483	2,584,345	2,985,188	3,148,720
	Projected Ending Balance	1,745,721	2,171,483	2,584,345	2,985,188	3,148,720	3,265,563
	<i>Ending Balance, as a % of Operating Expenses</i>	<i>20%</i>	<i>24%</i>	<i>26%</i>	<i>28%</i>	<i>29%</i>	<i>29%</i>

	Curr. Yr. FY21 Lodestar Forecast	Multi-year projection				
		Year 1	Year 2	Year 3	Year 4	Year 5
		FY22 Lodestar Forecast	FY23 Lodestar Forecast	FY24 Lodestar Forecast	FY25 Lodestar Forecast	FY26 Lodestar Forecast
Student Enrollment						
Budgeted Enrollment (Minimum)						
K	52	52	52	52	52	52
1	52	52	52	52	52	52
2	56	54	52	52	52	52
3	56	54	52	52	52	52
4	56	54	52	52	52	52
5	56	54	52	52	52	52
6	80	75	75	75	75	75
7	76	75	75	75	75	75
8	76	75	75	75	75	75
9	66	75	75	75	75	75
10	-	72	72	72	72	72
11	-	-	68	68	68	68
12	-	-	-	64	64	64
Total	626	692	752	816	816	816
Attendance Percentage						
Average	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%
ADA						
K-3	205	201	198	198	198	198
4-6	182	174	170	170	170	170
7-8	144	143	143	143	143	143
9-12	63	140	204	265	265	265
Total ADA	595	657	714	775	775	775
Demographic Information						
Enrollment (CBEDS)	626	692	752	816	816	816
FRL (#)	376	415	451	490	490	490
EL (#)	194	215	233	253	253	253
Unduplicated (#)	446	493	536	582	582	582
FRL (%)	60.1%	60.0%	60.0%	60.0%	60.0%	60.0%
EL (%)	31.0%	31.1%	31.0%	31.0%	31.0%	31.0%
Unduplicated (%)	71.2%	71.2%	71.3%	71.3%	71.3%	71.3%

Lighthouse Community Public Schools
 Multi-year budget
 Site: Lodestar (Charter 1783)
 Version: Charter Renewal - Term beginning July 1, 2021

		Curr. Yr. FY21 Lodestar Forecast	Multi-year projection				
			Year 1	Year 2	Year 3	Year 4	Year 5
			FY22 Lodestar Forecast	FY23 Lodestar Forecast	FY24 Lodestar Forecast	FY25 Lodestar Forecast	FY26 Lodestar Forecast
Revenue Detail							
8000	Local Control Funding Formula						
8011	State Aid	4,719,409	5,514,075	6,211,286	6,940,355	6,940,622	7,079,434
8012	Education Protection Account	118,940	131,480	142,880	155,040	155,040	158,141
8096	Funding in Lieu of Property Taxes	1,424,509	1,424,509	1,424,509	1,424,509	1,424,509	1,452,999
	Subtotal	6,262,858	7,070,064	7,778,675	8,519,904	8,520,171	8,690,574
8100	Federal Revenue						
8290	Title Funding	152,147	166,375	186,581	206,423	225,223	229,728
8181	Special Education	73,574	79,355	89,476	99,179	109,772	111,968
8220	Child Nutrition	218,546	241,132	228,819	248,293	248,293	248,293
8100	Other Federal Revenues	520,870	-	-	-	-	-
	Subtotal	965,137	486,862	504,876	553,895	583,288	589,988
8300	Other State Revenues						
8381	Special Education	365,960	403,607	437,832	483,825	493,501	503,371
8300	All Other State Revenues	959,481	973,548	1,117,754	1,212,247	1,215,732	1,240,125
	Subtotal	1,325,441	1,377,155	1,555,585	1,696,072	1,709,233	1,743,496
8600	Local Revenues & Philanthropy						
	All Local	295,804	342,878	350,299	358,356	360,287	362,237
Total Revenue		8,915,240	9,351,959	10,257,436	11,192,227	11,172,979	11,386,296

Lighthouse Community Public Schools
 Multi-year budget
 Site: Lodestar (Charter 1783)
 Version: Charter Renewal - Term beginning July 1, 2021

		Curr. Yr. FY21 Lodestar Forecast	Multi-year projection				
			Year 1 FY22 Lodestar Forecast	Year 2 FY23 Lodestar Forecast	Year 3 FY24 Lodestar Forecast	Year 4 FY25 Lodestar Forecast	Year 5 FY26 Lodestar Forecast
Expense Detail							
1000	Compensation: Certificated						
1100	Teacher Salaries	2,127,063	2,458,327	2,801,992	3,158,419	3,221,588	3,286,019
1300	Administrator Salaries	879,567	897,158	915,102	1,028,572	1,049,144	1,070,127
1400	Bonuses & Other Compensation	23,100	23,100	23,562	24,033	24,514	25,004
	Subtotal	3,029,730	3,378,586	3,740,655	4,211,025	4,295,245	4,381,150
2000	Compensation: Certificated						
2900	Other Non-certificated Salaries	531,873	542,510	608,600	620,772	633,188	645,852
	Subtotal	648,481	661,451	770,600	786,012	801,732	817,767
	Total Compensation	3,678,211	4,040,037	4,511,255	4,997,037	5,096,977	5,198,917
3000	Employee Benefits						
3400	Health & Welfare Benefits	397,277	467,822	537,584	608,595	642,212	681,323
3000	Other Employee Benefits	394,564	433,736	483,877	535,148	545,202	555,467
	Subtotal	791,842	901,558	1,021,461	1,143,742	1,187,414	1,236,790
4000	Books and Supplies						
4100	Textbooks & Curriculum	27,060	31,888	36,596	41,283	42,315	43,373
4200	Books & Other Materials	15,791	18,169	20,491	22,805	23,375	23,959
4300	Materials and Supplies	325,095	119,421	132,322	142,448	146,009	149,659
4400	Noncapitalized Equipment	330,000	94,575	88,067	92,674	94,991	97,365
4700	Food	266,210	313,191	339,884	368,348	368,545	368,747
	Subtotal	964,156	577,244	617,359	667,557	675,234	683,103
5000	Services & Other Operating Exp.						
5100	Subagreements for Services	796,308	911,070	1,011,398	1,120,181	1,148,186	1,176,890
5200	Travel and Conferences	500	601	734	853	874	896
5300	Dues and Memberships	7,393	9,052	9,997	10,873	11,085	11,362
5400	Insurance	35,039	39,428	42,229	45,119	46,247	47,403
5500	Utilities	174,000	199,712	209,973	218,918	224,391	230,001
5600	Leases, Repairs, and Improvements	1,105,425	1,268,772	1,275,835	1,371,350	1,375,597	1,409,987
5800	Professional Services & Other Exp.	1,089,608	993,361	1,084,573	1,150,758	1,177,178	1,206,181
5900	Communications	44,193	54,110	59,760	64,995	66,265	67,921
	Subtotal	3,252,466	3,476,105	3,694,498	3,983,048	4,049,823	4,150,642
6000	Capital Outlay						
6900	Depreciation Expense	19,345	-	-	-	-	-
	Subtotal	19,345	-	-	-	-	-
Total Expenses		8,706,019	8,994,944	9,844,573	10,791,384	11,009,448	11,269,452

Lighthouse Community Public Schools
Statement of Cash Flows
Site: Lodestar (Charter 1783)
As of: Charter Renewal - Term beginning July 1, 2021

		Current Year: FY21											YTD Total	AP/AR	Forecast	
		Actuals	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected				
		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May				Jun
Beginning Cash		642,516	885,604	542,876	278,311	346,804	386,198	579,253	503,105	662,928	568,990	456,819	116,071			
Unrestricted																
	REVENUE TOTAL	-	339,295	427,741	865,924	687,238	890,038	692,047	787,230	543,097	506,672	283,709	338,359	6,361,350	2,553,890	8,915,240
	EXPENSE TOTAL	499,939	712,430	720,179	824,352	674,766	723,906	796,067	654,329	663,957	645,764	652,330	286,549	7,854,568	832,106	8,686,674
Operating Cash Inflow (Outflow), exclusive of Depr.		(499,939)	(373,136)	(292,438)	41,571	12,473	166,132	(104,020)	132,902	(120,860)	(139,093)	(368,621)	51,811	(1,493,218)	1,721,784	228,566
6900	Depr.	1,612	1,612	1,612	1,612	1,612	1,612	1,612	1,612	1,612	1,612	1,612	1,612	19,345	-	19,345
Operating Cash Inflow (Outflow), inclusive of Depr.		(501,551)	(374,748)	(294,050)	39,959	10,860	164,520	(105,632)	131,290	(122,472)	(140,705)	(370,233)	50,199	(1,512,562)	1,721,784	209,222
	Prior Year Revenue	1,204,729	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Prior Year Expenses	(585,435)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Prepays	125,345	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Summerholdback for Teachers	-	32,020	29,485	28,534	28,534	28,534	29,485	28,534	28,534	28,534	29,485	-	(80,869)	(145,839)	-
	Transfer from Cash Reserve	-	-	-	-	-	-	-	-	-	-	-	-	-	250,000	-
	Transfer from Line of Credit	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Cash - Total in Primary Checking		885,604	542,876	278,311	346,804	386,198	579,253	503,105	662,928	568,990	456,819	116,071	189,562			
<i>Days of Cash on hand</i>		<i>37</i>	<i>23</i>	<i>12</i>	<i>15</i>	<i>16</i>	<i>24</i>	<i>21</i>	<i>28</i>	<i>24</i>	<i>19</i>	<i>5</i>	<i>8</i>			

Lighthouse Community Public Schools
Statement of Cash Flows
Site: Lodestar (Charter 1783)
As of: Charter Renewal - Term beginning July 1, 2021

		Year 1: FY22														Forecast
		Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	YTD Total	AP/AR	
		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun			
Beginning Cash		189,562	299,751	169,234	119,587	181,746	279,184	588,337	692,342	1,132,569	1,041,500	928,317	584,148			
Unrestricted																
	REVENUE TOTAL	-	380,910	473,707	739,810	766,292	677,075	783,359	867,801	592,493	547,383	315,020	375,496	6,519,346	2,832,613	9,351,959
	EXPENSE TOTAL	427,141	672,210	669,059	710,898	702,100	790,223	712,599	703,452	716,808	693,812	692,435	340,843	7,831,578	1,163,365	8,994,944
Operating Cash Inflow (Outflow), exclusive of Depr.		(427,141)	(291,299)	(195,352)	28,913	64,192	(113,148)	70,760	164,349	(124,315)	(146,429)	(377,415)	34,653	(1,312,232)	1,669,248	357,016
6900	Depr.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Operating Cash Inflow (Outflow), inclusive of Depr.		(427,141)	(291,299)	(195,352)	28,913	64,192	(113,148)	70,760	164,349	(124,315)	(146,429)	(377,415)	34,653	(1,312,232)	1,669,248	357,016
	Prior Year Revenue															
	Prior Year Expenses															
	Prepays	80,869														
	Summerholdback for Teachers	(145,839)	35,444	33,246	33,246	33,246	33,246	33,246	33,246	33,246	33,246	33,246	(167,328)			
	Transfer from Cash Reserve		(250,000)													
	Transfer from Line of Credit															
Ending Cash - Total in Primary Checking		299,751	169,234	119,587	181,746	279,184	588,337	692,342	1,132,569	1,041,500	928,317	584,148	451,473			
<i>Days of Cash on hand</i>		<i>12</i>	<i>7</i>	<i>5</i>	<i>7</i>	<i>11</i>	<i>24</i>	<i>28</i>	<i>46</i>	<i>42</i>	<i>38</i>	<i>24</i>	<i>18</i>			

Lighthouse Community Public Schools
Statement of Cash Flows
Site: Lodestar (Charter 1783)
As of: Charter Renewal - Term beginning July 1, 2021

	Year 2: FY23												YTD Total	AP/AR	Forecast
	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected			
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun			
Beginning Cash	451,473	822,960	1,016,126	918,015	1,269,429	1,372,282	1,284,102	1,402,245	1,642,945	1,526,553	1,411,338	1,028,420			
Unrestricted															
REVENUE TOTAL	-	417,482	510,604	812,940	832,259	742,289	859,237	971,732	629,470	605,273	336,123	402,035	7,119,444	3,137,991	10,257,436
EXPENSE TOTAL	489,803	452,729	770,859	790,771	767,675	868,737	779,362	769,301	784,130	758,757	757,309	707,530	8,696,962	1,147,611	9,844,573
Operating Cash Inflow (Outflow), exclusive of Depr.	(489,803)	(35,247)	(260,255)	22,169	64,584	(126,448)	79,875	202,432	(154,660)	(153,483)	(421,186)	(305,495)	(1,577,518)	1,990,380	412,862
6900 Depr.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Operating Cash Inflow (Outflow), inclusive of Depr.	(489,803)	(35,247)	(260,255)	22,169	64,584	(126,448)	79,875	202,432	(154,660)	(153,483)	(421,186)	(305,495)	(1,577,518)	1,990,380	412,862
Prior Year Revenue															
Prior Year Expenses															
Prepays															
Summerholdback for Teachers	(167,328)	2,637	38,268	38,268	38,268	38,268	38,268	38,268	38,268	38,268	38,268	(173,525)			
Transfer from Cash Reserve															
Transfer from Line of Credit															
Ending Cash - Total in Primary Checking	822,960	1,016,126	918,015	1,269,429	1,372,282	1,284,102	1,402,245	1,642,945	1,526,553	1,411,338	1,028,420	549,400			
<i>Days of Cash on hand</i>	31	38	34	47	51	48	52	61	57	52	38	20			

Lighthouse Community Public Schools
Statement of Cash Flows
Site: Lodestar (Charter 1783)
As of: Charter Renewal - Term beginning July 1, 2021

	Year 3: FY24												YTD Total	AP/AR	Forecast
	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected			
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun			
Beginning Cash	549,400	991,381	1,317,390	1,198,984	1,620,418	1,723,631	1,631,013	1,762,457	2,028,071	1,883,163	1,752,068	1,326,303			
Unrestricted															
REVENUE TOTAL	-	456,226	549,744	891,993	902,143	814,388	943,033	1,066,342	672,041	658,254	362,073	434,010	7,750,246	3,441,981	11,192,227
EXPENSE TOTAL	530,365	489,991	845,190	866,822	841,869	949,944	854,528	843,666	859,888	832,287	830,777	776,987	9,522,311	1,269,073	10,791,384
Operating Cash Inflow (Outflow), exclusive of Depr.	(530,365)	(33,765)	(295,446)	25,171	60,274	(135,556)	88,505	222,675	(187,846)	(174,033)	(468,704)	(342,977)	(1,772,065)	2,172,908	400,843
6900 Depr.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Operating Cash Inflow (Outflow), inclusive of Depr.	(530,365)	(33,765)	(295,446)	25,171	60,274	(135,556)	88,505	222,675	(187,846)	(174,033)	(468,704)	(342,977)	(1,772,065)	2,172,908	400,843
Prior Year Revenue															
Prior Year Expenses															
Prepays															
Summerholdback for Teachers	(173,525)	2,690	42,939	42,939	42,939	42,939	42,939	42,939	42,939	42,939	42,939	(194,569)			
Transfer from Cash Reserve															
Transfer from Line of Credit															
Ending Cash - Total in Primary Checking	991,381	1,317,390	1,198,984	1,620,418	1,723,631	1,631,013	1,762,457	2,028,071	1,883,163	1,752,068	1,326,303	788,758			
<i>Days of Cash on hand</i>	37	49	44	60	64	60	65	75	70	65	49	29			

Lighthouse Community Public Schools
Statement of Cash Flows
Site: Lodestar (Charter 1783)
As of: Charter Renewal - Term beginning July 1, 2021

		Year 4: FY25														Forecast
		Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	YTD Total	AP/AR	
		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun			
Beginning Cash		788,758	1,331,988	1,650,827	1,527,575	1,975,287	2,063,665	1,953,584	2,075,826	2,326,806	2,166,716	2,026,515	1,586,198			
Unrestricted																
	REVENUE TOTAL	-	456,715	550,326	897,612	903,062	815,360	949,471	1,067,352	673,003	664,675	363,012	435,676	7,776,263	3,396,717	11,172,979
	EXPENSE TOTAL	539,446	500,324	862,734	884,298	858,481	969,238	871,027	860,168	876,890	848,673	847,126	794,470	9,712,875	1,296,572	11,009,448
Operating Cash Inflow (Outflow), exclusive of Depr.		(539,446)	(43,609)	(312,408)	13,314	44,581	(153,879)	78,444	207,183	(203,887)	(183,999)	(484,114)	(358,794)	(1,936,613)	2,100,144	163,532
6900	Depr.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Operating Cash Inflow (Outflow), inclusive of Depr.		(539,446)	(43,609)	(312,408)	13,314	44,581	(153,879)	78,444	207,183	(203,887)	(183,999)	(484,114)	(358,794)	(1,936,613)	2,100,144	163,532
	Prior Year Revenue															
	Prior Year Expenses															
	Prepays															
	Summerholdback for Teachers	(194,569)	2,744	43,797	43,797	43,797	43,797	43,797	43,797	43,797	43,797	43,797	(198,460)			
	Transfer from Cash Reserve															
	Transfer from Line of Credit															
Ending Cash - Total in Primary Checking		1,331,988	1,650,827	1,527,575	1,975,287	2,063,665	1,953,584	2,075,826	2,326,806	2,166,716	2,026,515	1,586,198	1,028,945			
<i>Days of Cash on hand</i>		<i>49</i>	<i>61</i>	<i>57</i>	<i>73</i>	<i>77</i>	<i>72</i>	<i>77</i>	<i>86</i>	<i>80</i>	<i>75</i>	<i>59</i>	<i>38</i>			

Lighthouse Community Public Schools
Statement of Cash Flows
Site: Lodestar (Charter 1783)
As of: Charter Renewal - Term beginning July 1, 2021

		Year 5: FY26														Forecast
		Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	YTD Total	AP/AR	
		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun			
Beginning Cash		1,028,945	1,536,733	1,792,761	1,663,499	2,108,355	2,193,383	2,077,230	2,198,968	2,453,053	2,285,327	2,139,880	1,687,490			
Unrestricted																
	REVENUE TOTAL	-	465,849	561,265	915,199	918,747	831,099	967,892	1,089,381	684,829	678,234	369,704	443,103	7,925,302	3,460,994	11,386,296
	EXPENSE TOTAL	554,175	513,836	883,627	905,093	878,393	991,925	890,827	879,969	897,229	868,354	866,767	812,798	9,942,993	1,326,459	11,269,452
Operating Cash Inflow (Outflow), exclusive of Depr.		(554,175)	(47,987)	(322,363)	10,105	40,355	(160,827)	77,065	209,412	(212,399)	(190,120)	(497,063)	(369,695)	(2,017,691)	2,134,535	116,844
6900	Depr.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Operating Cash Inflow (Outflow), inclusive of Depr.		(554,175)	(47,987)	(322,363)	10,105	40,355	(160,827)	77,065	209,412	(212,399)	(190,120)	(497,063)	(369,695)	(2,017,691)	2,134,535	116,844
	Prior Year Revenue															
	Prior Year Expenses															
	Prepays															
	Summerholdback for Teachers	(198,460)	2,799	44,673	44,673	44,673	44,673	44,673	44,673	44,673	44,673	44,673	(202,429)			
	Transfer from Cash Reserve															
	Transfer from Line of Credit															
Ending Cash - Total in Primary Checking		1,536,733	1,792,761	1,663,499	2,108,355	2,193,383	2,077,230	2,198,968	2,453,053	2,285,327	2,139,880	1,687,490	1,115,367			
<i>Days of Cash on hand</i>		<i>57</i>	<i>66</i>	<i>62</i>	<i>78</i>	<i>81</i>	<i>77</i>	<i>82</i>	<i>91</i>	<i>85</i>	<i>79</i>	<i>63</i>	<i>41</i>			

Lodestar: A Lighthouse Community Charter Public School
Charter Renewal Budget Narrative

Requirements: Financial statements, including the annual operating budget and 3-year cash flow and financial projections, as well as all back up and supporting documents and budget assumptions (ie. Anticipated revenues and expenditures, including special education and ADA).

Format: Excel

This Narrative describes the assumptions of the financial statements for Lodestar: A Lighthouse Community Charter Public School (“Lodestar”). This includes:

- Fiscal Accountability
- Enrollment Assumptions
- Revenue Assumptions
 - FCMAT Calculator & Local Control Funding Formula
 - Other State Revenue
 - Federal Revenue
 - Fundraising and Local Revenues
- Expense Assumptions
 - Compensation and Benefits
 - Books and Supplies
 - Services and Other Operating Expenditures
- Cash Flow

Fiscal Accountability

Lodestar: A Lighthouse Community Charter Public School (“Lodestar”) is operated in conjunction with the Lighthouse Community Public Schools (LCPS), a non-profit organization. Throughout its operation, Lodestar has demonstrated the ability to capably budget and manage its cash flow. As part of LCPS, it is operated with clear communication and sound fiscal policies in conjunction with the other two schools, both authorized by OUSD, in our “family of schools”:

- Lighthouse Community Charter School (CDS #: 01-61259-0130633)
- Lighthouse Community Charter High School (CDS #: 01-61259-0108944)
- Lodestar: A Lighthouse Community Charter Public School (CDS #: 01-61259-0134015).

Key Assumption: Enrollment & ADA

Lodestar has demonstrated a successful track record in maintaining its enrollment targets. Over the five years included in the budget projections (fiscal years 2022-26), we expect to serve up to the enrollment identified on page 2 in the budget. This includes totals of:

Grade Level	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
Total Enrollment	626	692	752	816	816	816
ADA%	95%	95%	95%	95%	95%	95%
ADA	595	657	714	775	775	775

We expect to serve a population with similar demographics as we served in the most recent full school year. That includes the following percentages, which are impactful when accounting for LCFF and other budget assumptions:

- Percentage of students eligible for Free/Reduced Lunch: 60.0%
- Percentage of English Language Learner students: 30.1%
- Unduplicated Pupil Percentage: 71.3%
- Unduplicated Pupil Percentage within OUSD: 76.5%

Key Assumption: LCFF Calculator from FCMAT

Lodestar follows the best practice of projecting revenues for the Local Control Funding Formula (LCFF) through the LCFF Calculator provided by FCMAT (the state’s Fiscal Crisis & Management Assistance Team).

At the time of generating Lodestar’s budget for charter renewal, FCMAT had released version 21.2 of its calculator. Most notably, this included “flat revenues” for the foreseeable future. This meant that a 0% COLA was applied to LCFF revenues through 2024-25, the last year included in FCMAT’s calculator. Beyond that (in year 5 of the projections), we applied a marginal 2% COLA, assuming the state economy will finally sustain some incremental growth by that time.

To summarize, we project the following COLAs in the subsequent 5 years:

	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
COLA	N/A; Current	0%	0%	0%	0%	2.00%

Note that the summary tab from our LCFF Calculator is included to provide full detail about our projections.

Other State Revenues. In addition to LCFF, Lodestar is projecting the following additional state revenues beyond that, including:

- Special Education funding: Lodestar is a member of the El Dorado County Office of Education (EDCOE) Special Education Local Education Agency (SELPA). The financial projections use EDCOE’s most recent data, with current state funding (AB602) distributed to member charters at a rate of \$619/ADA in the current year. Additionally, EDCOE makes Educationally-Related Mental Health Services available to its members for eligible Level 2 and 3 services. Based on communication to date with EDCOE, Lodestar conservatively assumes that current year ERMHS funding will be \$8,884, and only projects minimal increases as student enrollment rises in future years.
- Child Nutrition: Lodestar operates within LCPS’ School Food Authority. Based on the NSLP reimbursement structure, revenues for reimbursements have been budgeted to cover 80% of food costs among all sources. Of that revenue, state funding accounts for 7%.
- Charter School Facility Grant Program (CSFGP), also known as “SB740 funding”: Lodestar leases a private facility, and is eligible for reimbursement under SB740. This funding, administered by the California School Finance Authority, provides eligible charter schools with funding at the lessor of 75% of rent cost or based upon a rate per ADA (currently \$1147/ADA). Eligibility is dependent on serving a student population with at least 55% Free- or Reduced-Price Meal Eligibility. Lodestar qualifies based on that criteria, and can also be eligible based on that of the surrounding attendance area.
- Mandated Cost Reimbursements: these funds are budgeted in line with current state expectations, at \$16.86/ADA for K-8 students and \$46.87/ADA for High School students.
- State Lottery: these funds are budgeted conservatively relative to recent year funding, at \$207/ADA, given the potential for variability.

- ASES Funding: Lodestar has received ASES award funding to operate an after school program, and it's assumed to continue at a flat rate of \$177,559.

Federal Revenue. Lodestar is anticipating the following Federal funds:

- Child Nutrition: As stated above, LCPS operates a School Food Authority. Revenues for reimbursements have been budgeted to cover 80% of food costs among all sources. Of that revenue, federal funding accounts for 69%.
- Title funding (I, II, III): Based on its previously-submitted LEA Plan, Lodestar established eligibility for Title Funding. This allows for funding to the LEA, and projections are based on the following rates: Title I: \$117 per Prior year ADA; Title II: \$50 per prior year ADA; Title III: \$114 per ELL student; Title IV: flat funding at \$13,801 with 2% increases annually.

Local Revenue. Lodestar includes the following major revenues within Local Revenues:

- Measure N: based on district communication to date, Lodestar plans to apply for Measure N funding when eligible. At this time, however, we have not assumed this revenue as part of our budget.
- Measure G1 - Compensation: Lodestar has received funding through Measure G1. We assume flat funding into future years.
- Measure G1 - Middle School: Lodestar has received funding through Measure G1, and followed the application & compliance process established by the Measure G1 commission. We assume flat funding into future years.
- Philanthropy: LCPS conducts fundraising efforts, and has been able to support Lodestar's budget. This fundraising is conservatively projected to remain at a constant level of \$152,000 annually.

Key Assumption: Expenditures

Compensation and Benefits.

The staffing model projected at Lodestar is based on the current model in operation, with adjustments in future years based on growth of additional grades:

	Code	Current FY21 FTE	Year 1 FY22 FTE	Year 2 FY23 FTE	Year 3 FY24 FTE	Year 4 FY25 FTE	Year 5 FY26 FTE
1000 - Certificated Salaries		-	-	-	-	-	-
1100 - Teachers Salaries	1100	22.90	26.90	30.90	34.90	34.90	34.90
1148 - Teacher - Special Ed	1148	3.00	3.00	3.00	3.00	3.00	3.00
1180 - Teacher -- Specials	1180	5.00	5.00	5.00	5.00	5.00	5.00
1190 - Teacher -- ELD	1190	1.00	1.00	1.00	1.00	1.00	1.00
1300 - Certificated Supervisor & Administrator Salaries	1300	10.00	10.00	10.00	11.00	11.00	11.00
1311 - Certificated Supervisor - School Year Schedule	1311	1.00	1.00	1.00	1.00	1.00	1.00
Total - 1000 - Certificated Salaries		42.90	47.20	51.20	56.20	56.20	56.20
2000 - Classified Salaries		-	-	-	-	-	-
2100 - Classified Instructional Aide Salaries	2100	3.00	3.00	4.00	4.00	4.00	4.00
2904 - Other Classified - Security/yard duty	2904	2.80	2.80	2.80	2.80	2.80	2.80
2905 - Other Classified - After School	2905	5.00	5.00	5.00	5.00	5.00	5.00
2911 - Other Classified -- Tech Team	2911	1.00	1.00	2.00	2.00	2.00	2.00
2928 - Other Classified - Food	2928	1.50	1.50	1.50	1.50	1.50	1.50
2930 - Other Classified - Maintenance/grounds	2930	4.00	4.00	4.00	4.00	4.00	4.00
2941 - Other Classified - Summer School Special Ed	2941	1.00	1.00	1.00	1.00	1.00	1.00
Total - 2000 - Classified Salaries		17.30	18.30	20.30	20.30	20.30	20.30

Benefits.

- Health Insurance Coverage: LCPS provides health insurance for its employees, with health costs at an average of 11% of salaries. This cost is primarily to provide coverage for its employees through Kaiser Permanente (medical) and Principal Financial Group (dental).
- Retirement Benefits: LCPS provides retirement benefits to its employees through a governmental Retirement Plan. LCPS has budgeted an employer contribution of 8% into the employee's retirement, while the employee also contributes 8%.

Books and Supplies.

- Core Curriculum Materials, Books/Reference, Materials and Supplies: Lodestar has budgeted strategically to provide the necessary materials for classroom materials for all of its students.
- Non-capitalized Equipment: With a particular eye on evolving student needs, Lodestar continues to budget appropriately for implementation of technology in the classroom, assuming 1:1 usage of Google Chromebooks by its students.
- Child Nutrition: As stated above, Lodestar participates in the National School Lunch Program. This has been budgeted at an average cost of \$465 per ADA, which has been consistent with historical trends.

Services and Other Operating Expenditures.

- Among Services and Operating Expenditures, it's important to call out the role of facilities. Lodestar occupies a private facility at 701 105th Ave. Lease costs are budgeted according to existing lease and option agreements, at a below market rate.

Cash Flow Assumptions

Lodestar includes its current and future year cash flow projections for review. On the basis of clear fiscal policies, LCPS staff manages cash needs of Lodestar, and reports out cash positions and outlook regularly to the LCPS governing board.

This projection includes deferrals as outlined in the 2020-21 State Budget.