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**LEADERSHIP  
PUBLIC SCHOOLS**

**LPS Oakland R&D Campus**

**CHARTER PETITION &  
SUPPLEMENTAL MATERIALS**

Submitted to the Oakland Unified School District on  
January 11, 2012

By

**Leadership Public Schools, a 501(c)(3) Nonprofit Public  
Benefit Corporation**

File ID Number: 12-0268  
Introduction Date: 1/11/12  
Enactment Number: \_\_\_\_\_  
Enactment Date: \_\_\_\_\_  
By: \_\_\_\_\_



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Oakland, CA 94612

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**LEADERSHIP PUBLIC SCHOOLS**

Dr. Louise Bay Waters  
Superintendent & CEO

**LPS BOARD OF DIRECTORS**

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Alex Terman  
Founder & CEO  
Digital Parent

Ricardo Toyloy  
Citibank

Dr. Louise Bay Waters  
Superintendent & CEO  
Leadership Public Schools

Attention: O.U.S.D. Office of Charter Schools  
1025 Second Avenue, Rm. 206  
Oakland, CA 94606  
ph: (510) 879-8349  
fax: (510) 879-1844

**LPS Oakland R&D Campus – Petition Submission**

**DATE OF SUBMISSION:** January 11, 2011  
**Name of proposed school:** LPS Oakland R & D Campus  
**Petitioner's authorized representative:** Dr. Louise Bay Waters

**Full mailing address (include city, state, zip code)**  
Leadership Public Schools  
344 Thomas L. Berkley Way, Ste. 340  
Oakland, CA 94612

**Daytime telephone number:** 510.830.3780  
**Fax number:** 510.225.2575  
**E-mail address:** lwaters@leadps.org

**Proposed location of school:**  
8000 Edgewater Drive  
Oakland, CA 94621

**Proposed Opening Month and Year:** August 2012

**Grade levels to be served in year 1:** Grade 9

**Anticipated enrollment in year 1:** 120 students

**Grade levels to be served at full capacity:** Grades 9-12 with expansion to Grades 7-8

**Anticipated enrollment at full capacity:** 500

# CHARTER PETITION

## TEACHERS MEANINGFULLY INTERESTED IN TEACHING AT: LPS OAKLAND R&D

The charter school estimates that 6 teachers will be employed by the charter school during its first year of operation under the charter term. The petitioners listed below certify that they are eligible teachers as defined under Education Code § EC47605(1) and who **are meaningfully interested in teaching at the School under the charter petition.** Signatures are subject to verification.

We, the undersigned teachers, support the request of our charter petition and believe the attached charter petition merits consideration. We hereby petition the Oakland Unified School District (OUSD) Board of Education to grant a charter term to LPS Oakland R&D pursuant to Education Code Section 47605 beginning July 1, 2012, with the opportunity to request subsequent terms of the charter as described in the Charter Schools Act. We understand that signing this petition does not guarantee us a teaching position at the school.

The petitioners authorize the Lead Petitioner, Dr. Louise Bay Waters, to make or negotiate amendments to the attached charter as necessary to secure approval by the OUSD Board of Education.

Teacher Name	Signature	Today's Date	Phone Contact	Credential Type	Expiration Date
Melina Matlock		1/9/12	510-220-3623	CLEAR CREDENTIAL SS MATH	2014
Jorge Mendoza		1/9/12	415-699-8049	Single Subject Spanish	2016
Elizabeth Heckinger		1/9/12	510-394-7671	single subject science	2017
Agnes Zapata		9 Jan. 2012	(310)720-3060	SS English	2015
Lynne Hussar		1/9/12	(916)613-6149	CLEAR, SPECIALIST CLEAR MULTIPLE SUBJECT CLEAR RSP	2014
Elizabeth Zuccardi		1/2/12	(713)724-8068	single subj. math preliminary	2013
Amy McGeorge		1/9/12	(713)354-7908	Single Subject English	2016

Education Code §47605(a)(3) The petition has been signed by a number of teachers that is equivalent to at least one-half of the number of teachers that the charter school estimates will be employed at the school during its first year of operation. A petition shall include a prominent statement that a signature on the petition means [...] that the teacher is meaningfully interested in teaching at the charter school. **The proposed charter shall be attached to the petition.** (emphasis added)

Form May Be Copied To Accommodate All Required Signatures

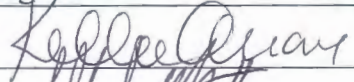

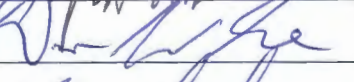
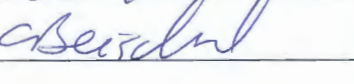
# CHARTER PETITION

## TEACHERS MEANINGFULLY INTERESTED IN TEACHING AT: LPS OAKLAND R&D

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The petitioners authorize the Lead Petitioner, Dr. Louise Bay Waters, to make or negotiate amendments to the attached charter as necessary to secure approval by the OUSD Board of Education.

Teacher Name	Signature	Today's Date	Phone Contact	Credential Type	Expiration Date
Kellee Awana		1-9-12	408 839 5909	Preliminary single subject credential	2015
Alfredo Mathew		1/9/2012	(917) 882-0986	Clear Credential	2016
DAVE WARNKE		1-9-2012	(510) 636-9106	single subject credential: ART	2015
Chris Beischel		1-9-2012	(415) 994-8724	single subject credential: English	2013
Amy McL					

Education Code §47605(a)(3) The petition has been signed by a number of teachers that is equivalent to at least one-half of the number of teachers that the charter school estimates will be employed at the school during its first year of operation. A petition shall include a prominent statement that a signature on the petition means [...] that the teacher is meaningfully interested in teaching at the charter school. **The proposed charter shall be attached to the petition.** (emphasis added)

Form May Be Copied To Accommodate All Required Signatures

**LEARN. LEAD. SUCCEED.**



**LEADERSHIP  
PUBLIC SCHOOLS**

**LPS OAKLAND R&D CAMPUS**

**CHARTER & SUPPLEMENTAL MATERIALS**

**Submitted to the Oakland Unified School District  
January 11, 2012**

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# LPS OAKLAND R&D CAMPUS CHARTER

## AFFIRMATIONS & ASSURANCES

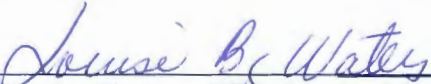
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As the authorized representative of Leadership Public Schools ("LPS"), I hereby certify under the penalties of perjury that the information submitted in this petition for a charter for LPS Oakland R&D Campus ("LPS Oakland"), to be located at 8000 Edgewater Drive, Oakland, CA 94621, is true to the best of my knowledge and belief; and further, I certify that, if awarded a charter, LPS is committed to the following affirmations:

- Will not charge tuition, fees, or other mandatory payments for attendance at LPS Oakland or for participation in programs that are required for students.
- Will enroll any eligible student who submits a timely and complete application, unless the school receives a greater number of applications than there are spaces for students, in which case a lottery will take place in accordance with California charter laws and regulations.
- Will be non-secular in its curriculum, programs, admissions, policies, governance, employment practices, and all other operations.
- Will be open to all students, on a space available basis, and shall not discriminate on the basis of race, color, national origin, creed, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, athletic performance, special need, proficiency in the English language or a foreign language, or academic achievement.
- Will not base admission on the student's or parent's/guardian's place of residence, except that a conversion school shall give admission preference to students who reside within the former attendance area of the public school.
- Will offer at least the minimum amount of instructional time at each grade level as required by law.
- Will provide to the Office of Charter Schools information regarding the proposed operation and potential effects of LPS Oakland, including, but not limited to, the facilities to be used, including where the school intends to locate, the manner in which administrative services will be provided, and potential civil liability effects, if any, upon LPS Oakland and authorizing board.
- Will 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.
- Will 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, § 5; and MGL c. 89, 71 § (f) and (I).
- Will comply with all other applicable federal and state laws and regulations.
- Will submit an annual report and annual independent audits to the OUSD Office of Charter Schools by all required deadlines.
- Will submit required enrollment data each March to the OUSD Office of Charter Schools by the required deadline.
- Will operate in compliance with generally accepted government accounting principles.
- Will maintain separate accountings of all funds received and disbursed by the school.



- Will participate in the California State Teachers' Retirement System as applicable.
- Will obtain, keep current, and make available for inspection all necessary permits, licenses, and certifications related to fire, health and safety within the building(s) and on school property.
- Will obtain, keep current, and make available for inspection all necessary teacher certifications, permits or other documents as required under EC Section 47605(1).
- Will at all times maintain all necessary and appropriate insurance coverage.
- Will submit to the OUSD Office of Charter Schools the names, mailing addresses, and employment and educational histories of proposed new members of the LPS Governing Board prior to their service.
- Will, in the event the Governing Board intends to procure substantially all educational services for the charter school through a contract with another person or entity, provide for approval of such contract by the Board of Education in advance of the beginning of the contract period.
- Will provide financial statements that include a proposed first-year operational budget with start-up costs and anticipated revenues and expenditures necessary to operate the school, including special education; and cash-flow and financial projections for the first three years of operation.
- Will provide to the Office of Charter Schools a school code of conduct, Governing Board bylaws, an enrollment policy, and an approved certificate of building occupancy for each facility in use by the school, according to the schedule set by the Office of Charter Schools but in any event prior to the opening of the school.

  
\_\_\_\_\_  
Dr. Louise Waters, CEO, Leadership Public Schools

January 6, 2012  
Date

## OVERVIEW OF CHARTER PETITION CONTENTS

Section	Topic	Location
<b>1. Executive Summary</b>	Mission Statement	Executive Summary
	Vision Statement	Executive Summary
	Educational Philosophy and Approach	Executive Summary
	Description of Organizational Team	Executive Summary
<b>2. Educational Program</b>	a) Target Population	Element A
	b) Philosophy and Approach to Education	Element A
	c) Curriculum Framework	Element A
	d) Special Populations: Special Education	Element A
	e) Special Populations: English Language Learners	Element A
	f) Pupil Outcomes	Element B
	g) Pupil Progress	Element C
<b>3. Petitioner Capacity</b>	a) Governance Capacity – Legal Structure	Element D; Appendix A
	a) Governance Capacity – Governance Experience	Appendix B
	a) Governance Capacity – Operating Plan	Element D; Appendices B, C, D, E, F
	b) Management Capacity – Enrollment Procedures	Element H; Appendix G
	b) Management Capacity – Operating Procedures	Elements F, J, L, N, P; Appendices H, I, J, K
	b) Management Capacity – Management Structure	Elements E, I; Appendix C
	c) Employment Capacity- Qualifications and Responsibilities	Element E
	c) Employment Capacity- Compensation Plan	Element E; Appendix L

	c) Employment Capacity – Policies and Assurances	Element E, K, M, O; Appendix M
	d) Financial Capacity	Element I; Appendix N
	e) Facilities Plan	Appendix H

#### 4. Sixteen Elements Table

Description of the educational program of the school, including what it means to be an “educated person” in the 21st century and how learning best occurs.	<i>Section I, bullet 3</i>	E.C. § 47605(b)(5)(A)
Measurable pupil outcomes	<i>Section II.D.</i>	E.C. § 47605(b)(5)(B)
Method by which pupil progress is to be measured	<i>Section II.E.</i>	E.C. § 47605(b)(5)(C)
Governance structure	<i>Section III.A.</i>	E.C. § 47605(b)(5)(D)
Qualifications to be met by individuals employed at the school	<i>Section III.C.1.</i>	E.C. § 47605(b)(5)(E)
Procedures for ensuring health & safety of students	<i>Section III.B.2., bullet 1</i>	E.C. § 47605(b)(5)(F)
Means for achieving racial and ethnic balance	<i>Section III.B.1., bullet 1</i>	E.C. § 47605(b)(5)(G)
Admission requirements, if applicable	<i>Section III.B.1., bullet 3</i>	E.C. § 47605(b)(5)(H)
Manner for conducting annual, independent audits and for resolving exceptions or deficiencies	<i>Section III.D.1., bullet 7</i>	E.C. § 47605(b)(5)(I)
Suspension and expulsion procedures	<i>Section III.B.2., bullet 2</i>	E.C. § 47605(b)(5)(J)
Manner for covering staff members through the State Teachers’ Retirement System, the Public Employees’ Retirement System or federal social security	<i>Section III.C.3., bullet 3</i>	E.C. § 47605(b)(5)(K)
Attendance alternatives for pupils	<i>Section III.B.2.,</i>	E.C. § 47605(b)(5)(L)

## **EXECUTIVE SUMMARY**

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### **Mission Statement**

Leadership Public Schools, Inc. (“LPS”) is a nonprofit public benefit corporation founded in 2002 by experienced educators and entrepreneurs.

LPS’ mission is to serve diverse and traditionally underserved students by building a network of outstanding small public high schools where we:

- Prepare our students to succeed in college and beyond,
- Develop effective student leaders, and
- Partner with school districts to strengthen both ourselves and other public schools.

### **Vision Statement**

We envision a school where students use technology to practice new concepts, backfill missing skills and learn basic content in ways that are individualized to their needs, freeing teachers to create and lead rich, rigorous, engaging lessons that extend students’ learning. When technology is supporting students in their individualized work, we envision teachers providing on-the-spot intervention so that no student falls behind.

We envision a school where Spanish students design bilingual websites for Airport Area small businesses, where Green Pioneers build a community garden and hold a weekly Farmer’s Market, where student leaders organize work teams for the Alameda County Food Bank.

We envision a school that trains students and teachers in design processes and research skills and hosts entrepreneurs in residence and educational technology partners. We see students providing quality assurance and product testing for our partners and learning entrepreneurial skills that allow them to start their own eCommerce businesses, potentially bringing in revenue for student activities.

We envision a school where students take their first college courses before graduation, learning how to interact with peers across the country, manage their time, and navigate the world of online college courses. And we see some of our alumni choosing to stay and complete their transition to college by continuing with us through their first year of college as part of an LPS – Community College partnership.

### **Educational Philosophy and Approach**

LPS Oakland R&D campus is designed to be a research and development campus involving students, teachers and staff in the design and development of technology-enhanced blended learning / blended teaching approaches to education. These approaches are intended to prepare students for success in college, careers and community leadership by accelerating their academic

preparation, building their economic assets and transitioning them to college. In doing so, it will also address the persistent issues of high school engagement and graduation that plague the East Oakland community. The school is designed to work in partnership with the wider Oakland Unified School District, the Leadership Public Schools Network, and the extended educational community in pursuit of this vision.

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

LPS Oakland R&D believes that for a student to be prepared for the 21<sup>st</sup> Century they must be prepared to Learn, Lead and Succeed. This means:

- **Learn:** college-ready critical thinking skills; college-ready content knowledge, and attitudes and behaviors to become college ready
- **Lead:** personal empowerment, accountability and responsibility, and commitment to the larger community
- **Succeed:** collaboration and communication skills as well as “college knowledge”

### *How Learning Best Occurs*

In order to achieve the student outcomes detailed above, LPS has developed an educational approach that includes:

- 1) **Accelerating Academic Achievement** by concurrently backfilling missing skills while providing access to college preparatory curricula and deeper learning opportunities;
- 2) **Building Economic Assets** by requiring students to apply their learning with career and college-linked opportunities and
- 3) **Transitioning to College** by building college readiness skills, participating in concurrent college classes prior to graduation and extending support through the first year of college.

### *California Charter Schools Act*

In accordance with the California Charter Schools Act of 1992, as amended (“Charter Schools Act”), LPS hereby submits this petition to operate the charter school for grades 9-12 (“School” or “LPS Oakland”) for an initial term of five years.

The Charter Schools Act states:

It is the intent of the Legislature...to provide opportunities for teachers, parents, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure, as a method to accomplish all of the following:

- a) Improve pupil learning;
- b) Increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low-achieving;
- c) Encourage the use of different and innovative teaching methods;
- d) Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site;
- e) Provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system;

- f) Hold the schools established under this part accountable for meeting measurable pupil outcomes, and provide the schools with a method to change from rule-based to performance-based accountability systems;
- g) Provide vigorous competition within the public school system to stimulate continual improvements in all public schools.

The LPS Oakland R&D Campus (“LPS Oakland”) specifically addresses the intent of the Charter Schools Act by providing an innovative, technology-enhanced program designed to accelerate the learning of academically low-achieving students. Concurrently by involving students in technology production in partnership with ed-tech entrepreneurs, it builds a realistic pathway to, through and beyond college. Finally, it increases the professionalism and professional opportunities for teachers who, themselves, are involved in the R&D process. By providing opportunities to accelerate achievement, build economic assets and transition to college, the LPS Oakland program offers students and families an exciting educational option that meets all traditional accountability measures plus offers the additional outcomes of linked-learning and early college credit.

**California Education Code Section 47601(a-g)**

Further, Education Code section 47605(b) states in pertinent part: “In reviewing petitions for the establishment of charter schools pursuant to this section, the chartering authority shall be guided by the intent of the Legislature that charter schools are and should become an integral part of the California educational system and that establishment of charter schools should be encouraged.” LPS Oakland will make important contributions to the legislative goals outlined above. By granting this charter petition, the charter authorizer will help fulfill the intent of the Charter Schools Act while providing students in the area with an additional quality educational option.

**Leadership Public Schools Organizational Team**

Leadership Public Schools was founded by a group of experienced charter developers, educators, administrators, Board of Directors and partners. LPS’ CEO and Superintendent, Dr. Louise Bay Waters, has over thirty-five years of successful experience in urban education as a teacher, principal, Associate Superintendent, university professor and researcher. Since April 2008 she has led the four Leadership Public Schools in the LPS Charter Management Organization. All members of the LPS Management Team have extensive experience in education within their specific areas of expertise. In addition, three of the top members of the LPS Leadership Team have extensive experience in Oakland. Dr. Waters served the Oakland Unified School District for five years from 2000-2004 as Associate Superintendent of Student Achievement. From 1986 to 1993 she ran the state’s New Teacher Project in Oakland. Yolanda Peeks, LPS Director of Professional Innovation, held many roles in OUSD including Associate Superintendent and Network Executive Director from when she began her teaching career at Brookfield in 1968 until her retirement in 2002. Amy Epstein, LPS Director of Data, Assessment and Intervention served OUSD in a variety of data roles between 2000 and 2006. Other members of the LPS Team include Joyce Montgomery, Chief Financial Officer; Edie Hoffman, Vice President for Human Resources; Soo Zee Park, Director of Operations; Joe Pacheco, Director of Special Education and Student Services and Ellen DiGiacomo, Director of Technology; Dr. Scot Refsland, Chief Innovation Officer; and Dr. Ann Reidy, Director of Development

LPS' mission, program and team are designed to implement the legislative goals of the Charter Schools Act, including improving pupil learning (particularly for students identified as low-achieving), creating new professional opportunities for teachers, and providing expanded public school choice for parents and students.

## CHARTER ELEMENTS

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The Charter Schools Act provides that a petition must contain reasonably comprehensive descriptions of the elements described in California Education Code Sections 47605(b)(5)(A-P). These sections of the law and the required descriptions are provided below.

### **ELEMENT A: EDUCATIONAL PROGRAM**

*Governing Law: A description of the educational program of the school, designed, among other things, to identify those whom the 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.*

California Education Code Section 47605(b)(5)(A).

#### **Target Population to Be Served by the School**

LPS Oakland aims to serve traditionally underserved students, with the objective of graduating students who have the academic, economic and leadership readiness skills to be successful in college, careers and the community. The intention is to serve students who roughly reflect the racial and ethnic socio-economic background of schools within the Oakland Unified School District and East Oakland.

“Traditionally underserved students” is defined by the LPS Board as low-income students who are eligible for the National School Lunch Program, traditionally underserved students of color, or students who are the first generation to attend college in their families.

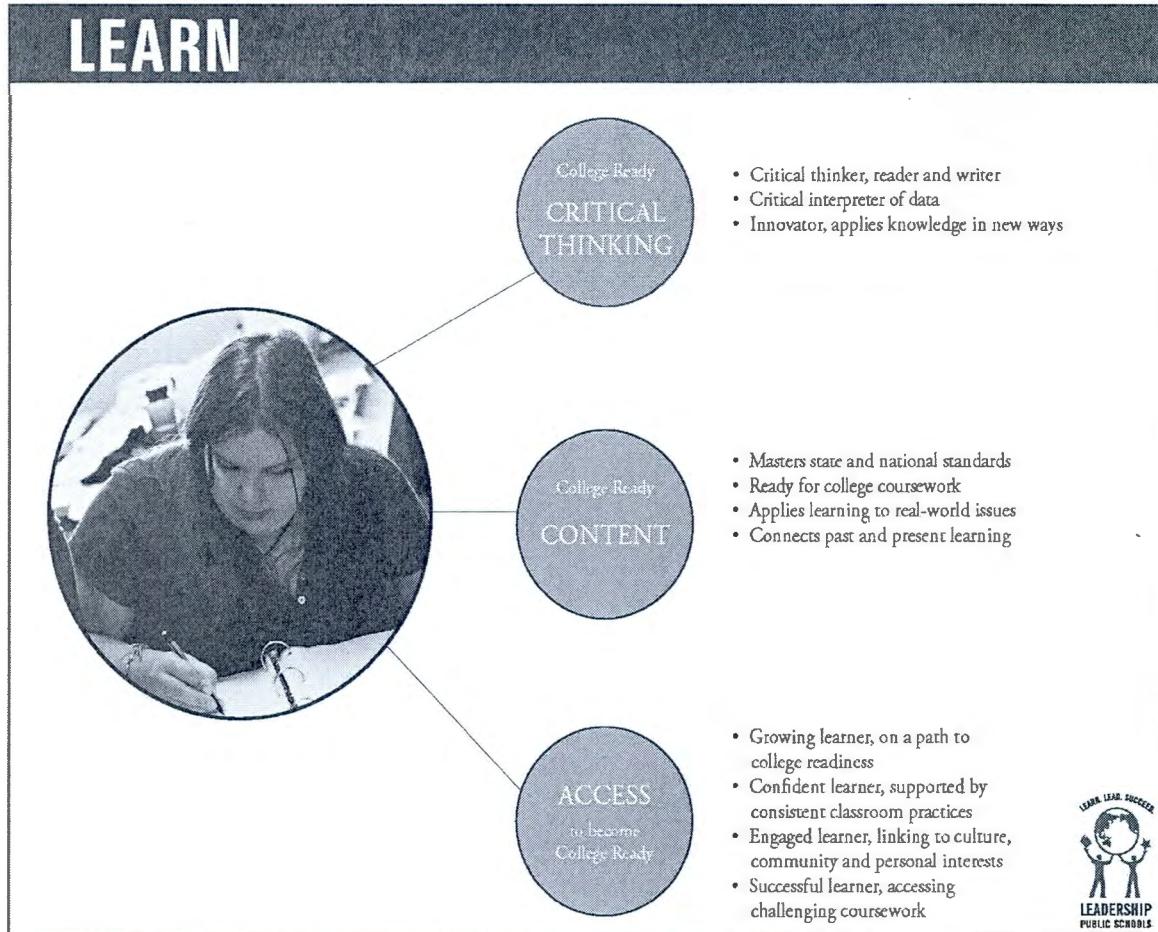
Our program is also designed to serve English Language Learners and students with Special Education needs. We passionately believe that all students can excel academically despite the daunting challenges many face. Our program identifies and builds on the assets of our students, their parents, and their local communities, rather than any perceived deficits.

The means to achieve this diversity and a student population that roughly reflects the diversity of the district is described in more detail in Elements G and H below.



## 21st Century Educated Person

Leadership Public Schools has adopted 21st Century student outcomes framed by our motto: Learn, Lead, Succeed. These outcomes are:



# LEAD



PERSONAL  
EMPOWERMENT

- Articulates a personal vision for college and beyond
- Self aware
- Conscious of personal health and fitness
- Resilient
- Self advocate, seeks out resources to solve problems

ACCOUNTABILITY  
&  
RESPONSIBILITY

- Independent worker
- Accountable to self and others
- Effective group member
- Responsible to larger community

COMMUNITY

- Committed to the school community
- Globally aware
- Able to guide and positively influence others



# SUCCEED



COLLABORATION

- Facilitator
- Goal setter and task manager
- Cross-cultural collaborator
- Conflict resolver
- Active listener and respectful communicator

COMMUNICATION

- Effective verbal, nonverbal and written communicator
- Code-switcher, matching language to setting
- Effective information manager
- Effective technology user

COLLEGE  
KNOWLEDGE

- Aware of college and financial aid options and requirements
- Identifies college transition supports
- Effective study & time manager



## How Learning Best Occurs

In order to achieve the student outcomes detailed above, LPS has developed an educational approach that includes:

- 1) **Accelerating Academic Achievement** by concurrently backfilling missing skills while providing access to college preparatory curricula and deeper learning opportunities;
- 2) **Building Economic Assets** by requiring students to apply their learning with career and college-linked opportunities; and
- 3) **Transitioning to College** by building college readiness skills, participating in concurrent college classes prior to graduation and extending support through the first year of college.

## The LPS Oakland R&D Program

Over the past three years, LPS has been incubating a series of technology-enhanced strategies to increase program impact in all three areas. LPS Oakland will aggregate the learnings from all of these pilots into a new school and new program specifically designed to support a blended learning / blended teaching model. The main features of the LPS Oakland program include:

**Technology-Enhanced Core:** In partnership with the CK-12 Foundation, LPS has created a series of open-source, online textbooks called **College Access Readers** in Algebra, Biology and Geometry. Each College Access Reader is available in its original form for advanced students, with embedded literacy supports for students up to four years below grade level, and with text-to-speech for struggling readers and Special Education students. Hardcopy and online Spanish translations are also available for students with very limited English skills. Depending on the need, students use the Readers directly online; in learning stations; or in hard-copy for note-taking and annotation paired with teacher display using an LCD projector. Additional College Access Readers will be ready for pilot in Spring 2012 in Environmental Science and Algebra 2 and are in the beginning stages of development in US History and Chemistry.

In addition to the College Access Readers, LPS developed and then turned over to CK-12 an online Algebra program, FlexMath. FlexMath includes Algebra presentation supports for teachers and online practice for students as well as online remediation of basic math skills down to addition. CK-12 is using an LPS-developed Geometry program to create a paired online FlexGeometry due out in 2012.

**Pilot Results:** The 2011 Algebra CST saw a one-year jump from 26% - 68% in proficient / advanced at LPS Richmond and a 23% - 67% jump at LPS Hayward over the three years of FlexMath and literacy development. The average Richmond Algebra student gained 1.6 years in one year and 30% showed over two years growth (2011 MAP assessment).

**LPS Oakland Program:** Because of the significant academic access issues in our target student population, in 2012-13 all Oakland 9<sup>th</sup> grade courses and all but one 10<sup>th</sup> grade course will include online components for presentation, backfill of missing skills, and differentiated practice. This approach will be in use in all courses by 2014-15.

**Intense Data Use:** The LPS Director of Data, Assessment and Intervention has developed the “Personalized Pathways to College” data reporting system allowing students to track their own data and teachers to adjust instruction. It includes online or hard-copy personalized planning and data tracking for grades, graduation progress, CAHSEE preparation, and CST preparation. Each of these reports allows students to analyze their own strengths and weaknesses, plan a strategy for success, and enlist others to provide support. A similar suite of teacher tools aggregates a wide range of data in customized reports that allow teachers to continually adjust their instruction and chart the progress of their students.

In addition, the LPS Chief Innovation Officer has developed a mobile “clicker app,” [www.ExitTicket.org](http://www.ExitTicket.org), to produce just-in-time data at a concept level. It was designed with LPS math teachers based on LPS Richmond’s success with donated commercial “clickers” in Algebra. However the LPS ExitTicket.org app provides much greater functionality than any product currently available. Currently being piloted in math, by 2012-13 ExitTicket will be available across the subject areas to provide students and teachers immediate data to track mastery and acceleration.

**LPS Oakland Program:** Beginning with MAP diagnostic assessments and an individualized data-based planning conference in the summer prior to 9<sup>th</sup> grade, each LPS Oakland student will have an individual data conference twice a year with their advisor or intervention counselor. These conferences will look at academic growth data as well as progress toward proficiency using quarterly benchmark assessment results and grades. In addition they will set goals related to attendance, tardies, homework, community involvement, technology literacy and fitness. They will also review and reflect on the progress in the quality of work displayed in their ePortfolio. By 2013-14 ExitTicket will be used in all courses and students will track their mastery of critical concepts and use that as another indicator of progress towards proficiency.

**Technology-Supported Foundations:** 45% of the target LPS Oakland students enter 9<sup>th</sup> grade performing at the 4<sup>th</sup> grade level or below in Math with 43% at this level in English. Given this reality, it is critical that we have in place a rapid, effective foundational support program. For the past three years, LPS has implemented Read 180, a highly-rated proprietary reading program, for struggling freshman reading below the 4<sup>th</sup> grade level.

**Results:** 69% of the LPS College Park Read 180 students and 55% of Richmond’s made 2 or more year’s growth. Although Read 180 is highly effective for most students, 20-25% show limited progress. For this reason, three LPS schools are piloting DynEd, to support foundational language development skills. In mathematics, resources include portions of the online FlexMath also extend down to the primary level with additional foundational support using Khan Academy in pilot this year.

**LPS Oakland Program:** All 9<sup>th</sup> graders will be take part in individualized, online academic language support with DynEd as a portion of their English class. The lowest students will also participate in Read180. Most 9<sup>th</sup> graders enrolled in Algebra will be concurrently enrolled in Academic Numeracy using the foundational components of FlexMath as well as Khan Academy-based lessons. Foundational support past the 9<sup>th</sup> grade will continue using the more advanced elements of these same programs for students in need of the continuing support.

**Students as Technology Producers:** Most target students have limited technology exposure beyond Facebook and texting. Almost all have no personal connection to anyone involved in technology careers or even leveraging technology in any career. Added to this is the reality that most LPS Oakland students will have to work during college and need portable skills that pay more than minimum wage. Finally, economic reality makes a tiered-credential option (certificate, AA, BA) a viable path through college if carefully planned and supported. For these reasons, and in order to be competitive with their more advantaged college peers, LPS Oakland will engage students as producers in technology-related areas. Once basic proficiency is attained, students will apply these skills in real-world community service or internship settings. All students will learn and have applied experience in at least one of the following technology-related areas: web design (in Spanish or English), eCommerce small businesses (such as the pilot CPTees producing student uniforms), social media design, digital media, tech support (maintaining school technology resources and infrastructure) and administrative support (data bases, spreadsheets, etc).

LPS Oakland will also serve as an educational technology incubator for start-up and early-stage ed-tech firms seeking access to student perspectives. The Young Innovators Club will learn product testing, research, and quality assurance skills and then contract with ed-tech firms to provide feedback, focus group and QA services for a fee that in turn support student activities. To formalize and deepen this career-linked learning, select tech partners whose products or services align with LPS' needs will be invited to co-locate at LPS Oakland. The CEO will become an "Entrepreneur in Residence" and technical staff will serve as "Tech Fellows." As part of the relationship, these entrepreneurs and fellows will provide mentoring, internships and advise the Young Innovators Club. The first LPS Oakland Entrepreneur in Residence will be Heather Hiles, an Oakland resident and CEO of rrrriple, an ed-tech start up with an innovative ePortfolio product. She has agreed to co-locate her design team at LPS Oakland once the new campus opens in Fall 2012. Ms. Hiles is also an LPS Governing Board member, and her interest in working with LPS Oakland on this project is just one example of the founding members working together as a cohesive unit to serve the best interest of the school.

**Online College Launch:** While the 97% of the current LPS College Park students are accepted into college, persistence is a major issue. Because of the challenging economic circumstances facing many of the students – 71% come from families earning under \$17,000 and many alumni are fully or partially supporting their families – the LPS Oakland program will include a College Launch program. In partnership with various colleges, LPS Oakland will begin offering online community courses to students as they complete their A-G requirements. This means that some students will begin classes in 11<sup>th</sup> grade with all students completing at least two semester courses in 12<sup>th</sup> grade. Advanced students could complete up to a year of college credit before graduation. Pilot courses at LPS College Park are currently underway.

Although it is anticipated that most LPS Oakland students will matriculate directly into two or four-year colleges, the College Launch program is designed to continue through the freshman year for students facing particular academic, financial or personal challenges. While enrolled in online college courses as regularly admitted students, the College Launch students will continue to receive mentoring and support as well as access to LPS technology. Research has shown that

completing a full freshman year of credits, including any needed remedial courses, vastly increases the chances of ultimate graduation.

### **The LPS Common Spine**

The program outlined above speaks primarily to the blended learning portion of the LPS blended learning / blended teaching model. To give teachers the needed resources to provide students with college-ready curriculum and supports, we have collaboratively developed the LPS Common Spine that uses technology to develop, disseminate and provide professional development related to the content, assessments and access supports for the LPS core curriculum. Much like the role of the spine in the human body, the LPS Common Spine provides the structure for LPS' instructional program. Like the spine, while providing stability and structure, it is flexible and is but one element of the whole. The Common Spine includes:

#### **Curriculum Content**

- Scope and Sequence: the agreed-upon standards, topics and instructional pace for each course – tightly defined in some cases (math) and more loosely in others (English).
- Core Content Resources: the online textbooks and other key pieces of shared content that define the “meat” of the course.
- Applied Learning: the activities that extend learning and develop both critical thinking and college-readiness skills – science labs, projects, Socratic Seminars, debates, etc.

#### **Assessment**

- CST / Standards-Aligned Interim Assessments: Three interim (benchmark) assessments and a practice exam aligned to the CST, AP, SAT or other appropriate external summative exam.
- Critical-Thinking Measures: Writing portfolios, lab write-ups, essay exams using primary-source documents and other assessments built in conjunction with the California State University.
- Formative Assessments: Unit tests, quizzes for ExitTicket.org – an LPS developed just-in-time data application, rubrics, etc. to be scored and used by teachers within their own classes.

#### **Access Supports**

- Literacy Scaffolds: embedded reading comprehension, vocabulary and writing supports, as seen in the College Access Readers, the online textbooks LPS has developed in conjunction with the CK-12 Foundation.
- Numeracy Scaffolds: online differentiated numeracy supports as in FlexMath.
- Spanish Translations and Text-to-Speech: resources for Special Education students and recent immigrants (assessments and assignments given in English).
- Multi-media: simulations, Khan Academy-style videos and other multi-media to improve comprehension.

All Common Spine resources are digital and stored online. Almost all are open-source, free, and editable, and they are continually improved through the re-integration of classroom practices that have shown results. Many have been developed in partnership with organizations such as the

CK-12 Foundation and are being made available free and open source for other schools to use and modify.

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

The LPS ELL program supports students on three levels:

- *Access to and support for the core;*
- *Strategic support; and*
- *Intensive intervention.*

An important component of our mission is to create access to core content for all students. To that end, we have developed our own curricular resources in close collaboration with the CK-12 Foundation, which offers SBE-approved, open-source textbooks in Math and Science. Our materials are called “College Access Readers.” The Readers are differentiated, modifiable, flexible, provided in English and in Spanish, and compatible with the text-to-speech software we implemented for further support. As of this writing, we have completed Readers in Algebra 1, Geometry, and Biology; during the 2011–2012 year, we will develop Readers in Algebra 2, Environmental Science, Chemistry, and Physics.

These curricular resources have been developed through a process of intense and sustained collaboration among teachers from all school sites. Training teachers how to use these resources has served as embedded professional development, which is reinforced by the ongoing literacy-focused professional development teachers receive at both the site and network levels.

Beyond support and access to the core, LPS Oakland will also provide strategic support, including an after-school and vacation intervention programs, as well as the use of the online DynEd targeted ELD program in the English courses.

Our intensive intervention focuses on reading intervention and English language support. The Read180 California program (including the language-centered “LBook” and System 44) comprises the comprehensive curriculum of our Reading course. “First English,” the DynEd level for CELDT 1 and 2 English Learners is also used in the Reading course and in after-school intervention.

Approach to English Language Learning

**CORE ACCESS and SUPPORT**

**Content Access**  
CK-12 College Access Readers (CAR)  
CAR text-to-speech  
CAR Spanish  
Ongoing literacy-focused professional development  
SIOP instructional strategies

**Embedded ELD**  
CAR vocabulary  
Daily language objectives  
ELD instructional strategies

**STRATEGIC SUPPORT**

DynEd courses (“English for Success”  
and “New Dynamic English”)

Tutoring (as needed)

**INTENSIVE INTERVENTION**

Read180 with LBook and  
System44

DynEd course (“First English”)

Building Primary Language Assets

In addition to building the academic language and fluency of our English Learners, LPS Oakland is committed to building on the Spanish language assets they bring to high school. It is anticipated that a majority of the LPS Oakland students will have Spanish as their primary language. However, their profile is likely to vary widely from those who are bilingual and bi-literate to those who have only a minimal understanding of Spanish. For this reason, LPS Oakland will offer a mastery-based introductory program with online resources at the core in order to move students through the UC A-G requirements as rapidly as possible. Upon completion of those requirements, students will be able to move into online college Spanish courses, or online AP Spanish, with the most proficient able to finish a Spanish minor prior to graduating from high school. Students pursuing these advanced Spanish options will be expected to complete community service experiences or internships applying these skills and building their personal economic assets in the process. This could include developing bilingual materials or websites for local businesses or non-profits or using their skills to provide



translation services for such organizations. Eventually this Spanish College and Career Launch would include translator certification opportunities.

**Putting it All Together – The LPS Oakland Instructional Framework**

The chart below depicts a typical LPS Oakland course sequence. The majority of the courses (shown in yellow) will integrate a variety of technology enhancements as detailed above to enhance traditional courses to increase access to college prep materials, differentiate practice, and build college readiness. While students are using the technology-supported resources, teachers will provide just-in-time tutoring and small-group instruction. The Spanish Mastery courses will utilize online Spanish content supported by in-class practice and projects.

The pink online college courses will also be supported by online and in-place tutoring and mentoring as well as internships or community service for students in college-level Spanish. All seniors will take at least two semesters of an online college course while some will take more. Those taking only one will enroll in other traditionally delivered electives. All students will participate in traditionally delivered art and fitness.

blended	online college	traditional
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9 <sup>th</sup>	10 <sup>th</sup>	11 <sup>th</sup>	12 <sup>th</sup>
English	English	English	English
Algebra and Academic Numeracy	Geometry	Algebra 2	Online College math
Environmental science	Biology	Chemistry or Physics	Online College science or elective
Art	World History	US History	Government / Econ
Spanish Mastery course or Academic Numeracy	AP Spanish or Mastery Spanish 2	Online College Spanish or elective	Online College Spanish or elective
Fitness	Fitness	Fitness	Fitness

**Typical Components of blended (yellow) courses**

- 5 minutes launch / pretest:** just-in-time data with clickers for preview or review
- 20 minutes content presentation:** online videos, lectures, online texts etc – with supports as needed
- 20 minutes individualized computer-based differentiated practice,** research, writing, etc
- 20 minutes non-tech interactive:** discussion, small group work etc
- 10 minutes exit ticket / post-test:** just-in-time data w clickers
- On days with labs, debates, projects, tech time would be shortened or eliminated

A typical LPS Oakland week will include four days of regular courses and a day of experiential and applied learning. Wednesday morning would include on-campus experiential learning (community garden, robotics, web-design, tech innovation lab) and the arts for 9<sup>th</sup> and 10<sup>th</sup> grade. Upper-grade students would also participate in applied projects through service learning or internships. After advisory and family meeting, students wishing to continue with these projects or those needing additional tutoring would remain on campus while teachers participated in professional development. The exact configuration and timing of the weekly schedule is subject to change to fit the evolving program specifics.

	<b>Monday / Tuesday</b>	<b>Wednesday</b>	<b>Thursday/ Friday</b>
<b>8:15- 8:45</b>	Fitness	<b>8:15-11:30 Experiential Learning</b>	Fitness
<b>8:50-10:05</b>	Block 1		Block 1
<b>10:05-10:20</b>	Snack		Snack
<b>10:20-11:35</b>	Block 2		Block 2
<b>11:40-12:55</b>	Block 3	11:30 – 12:00 Lunch	Block 3
<b>12:55-1:30</b>	Lunch	12:00-1:30 Advisory Family Meeting	Lunch
<b>1:30-2:45</b>	Block 4	1:30-4:30 Catch up, Tech Innovation Lab, Choir, etc  <b>Teacher PD</b>	Block 4
<b>2:50-4:05</b>	Block 5		Block 5
<b>4:05-5:00</b>	Clubs, Homework		Clubs, Homework

**Special Education, Section 504, and Americans With Disabilities Act**

**General**

LPS does not discriminate on the basis of disability or special needs of any kind. LPS complies with the Individuals with Disabilities Education Improvement Act of 2004 (“IDEA”), Section 504 of the Rehabilitation Act (“Section 504”), the Americans with Disabilities Act (“ADA”), and all other state and federal laws governing special needs students. As described above, the School shall utilize its Student Study Team process to guide referrals of students for evaluation under Section 504 or the IDEA.

**Special Education Services for Students under IDEA**

As allowed by law, LPS Oakland at its option may elect to participate and function as a public school of the District for purposes of special education, pursuant to Education Code Section 47641. Pursuant to Education Code Section 47641(a) and 56207, LPS as its own LEA, has partnered with the El Dorado County SELPA. LPS, in partnership with the El Dorado County SELPA, bears full responsibility for meeting the needs of special education students, working cooperatively with the SELPA to which it belongs, and providing services through a combination of internal staff, third-party service providers, or other arrangements. As the LEA for special education purposes, all special education funding attributable to LPS' students will flow directly to LPS pursuant to the SELPA's budget allocation plan, and LPS will not pay a portion of the charter authorizer's special education encroachment to ensure that the needs of all students with disabilities are met.

Under either of the two options mentioned above, LPS Oakland will seek to maintain open communications with the SELPA and/or charter authorizer to ensure that students with exceptional needs are identified and that their needs are evaluated and served in compliance with all applicable laws.

**Section 504 and Americans with Disabilities Act ("ADA")**

LPS shall be solely responsible for compliance with Section 504.

LPS will adopt a policy which outlines the requirements for identifying and serving students with a 504 accommodation plan. LPS 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 an objectively identified disability which substantially limits a major life activity such as learning is eligible for accommodation by the School.

A 504 team will be assembled by the Principal or other designee and shall include qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options and the legal requirements for the least restrictive environment. 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, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team who will evaluate the nature of the student's disability and the 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 will consider the following information in its evaluation:

- 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 include those tailored to assess specific areas of educational need and not merely those which are designed to provide a single general intelligent quotient.

- c) Tests which are selected and administered so as 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 noticed 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 special education assessment 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 are needed to ensure that the student receives the free and appropriate public education ("FAPE"). 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 LPS' professional staff. The parent or guardian shall be invited to participate in 504 team meetings where program modifications for the student will be determined and shall be given an opportunity to examine in advance all relevant records.

The 504 Plan shall describe the Section 504 disability and any program modification that may be necessary. In considering the 504 Plan, a student with a disability requiring program modification shall be placed in the regular program of the School along with those students who are not disabled to the extent appropriate to the individual needs of the student with a disability. All 504 team participants, parents, and 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. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, continued eligibility or readiness to discontinue the 504 Plan.

The School will operate its program in compliance with the Americans with Disabilities Act ("ADA"). With respect to facilities, the Oakland Unified School District may be responsible for compliance with ADA under applicable law if the School occupies a facility owned by the school district (e.g., under Proposition 39), and such responsibility is generally outlined in an MOU or facilities use agreement between LPS and the Oakland Unified School District.

### **Graduation Requirements**

LPS' current graduation requirements are designed to ensure that students meet these 21<sup>st</sup> Century student outcomes and meet or exceed the University of California "A-G" admissions course requirements. This list of graduation requirements should not be confused with course offerings. LPS Oakland offers more courses than those required for graduation. It may also require students to demonstrate their performance through portfolios, exhibitions, internships or community service. Students may fulfill course requirements through regular LPS coursework,

at nearby colleges, or through approved online high school or college courses. Subject to further revision and improvement, the graduation requirements include:

UC Group	Subject Area	State	UC/CSU	LPS
a	English	3	4	4
b	Mathematics	2	3 \1	3
c	History/Social Science	3	2 \2	3
d	Laboratory Science	2	2 \3	2
e	Language other than English	1*	2 \4	2
f	Visual and Performing Arts	1*	1 \5	1
g	Electives		1 \6	1
	Additional Courses	9		4
	<b>Totals:</b>	14	15	24

\*One year language other than English or one year visual and performing arts.

\1- Includes elementary and advanced algebra and 2- and 3-dimensional geometry.

\2- State: One year history, cultures, geography and one year U.S history and one semester government and civics and one semester economics; UC: one year history, cultures, geography and one year U.S history or ½ U.S. history & ½ civics/government; CSU: one year US history and one additional year of social science.

\3- UC: Provide fundamental knowledge in at least two of the following three disciplines: biology, chemistry, physics; CSU: One life science and one physicals science.

\4- Two years in the same language.

\5- One year in one of the following four disciplines: dance, drama/theater, music, visual art.

### Transfer of Courses/College Entrance Requirements

*Governing Law: If the proposed school will serve high school pupils, a description of how 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.*

California Education Code Section 47605(b)(5)(A)(ii).

Parents will be notified of the acceptability of credit for transferring into or out of the School.

### Parent Notification Regarding Course Eligibility for College

As discussed in Element A, the School's graduation requirements are based on the University of California "A-G" requirements. LPS' courses either have received approval or will be submitted

for approval by the University of California. The parents and students at the School will be notified periodically via the LPS website, school materials and/or mailed letters of both the prospective course eligibility for the University of California and the courses as they are approved.

**Parent Notification Regarding Credit Transferability**

Students seeking to transfer into the School will be notified in person or via email or a mailed letter of the prospective credit transferability. LPS proposes the following initial plan for credit transferability for students transferring to the School:

<b>Course at Former School</b>	<b>Credit Granted at LPS</b>
A grade of C or higher in UC approved course at other school.	Full credit at the School.
A grade of C or higher in non-UC approved course at other school.	Full course credit upon LPS' review of the course description and determination that the course is comparable with the School's courses.
A grade of D+ or lower in any course at other school.	No course credit unless LPS determines the work performed meets the minimum proficiency and content requirements of LPS' courses.

It is important to note that even if courses from other schools are given full course credit at LPS, students must still meet the School's graduation requirements even if these are higher than the previous school. Students can apply for waivers from LPS on a case by case basis.

It is expected that the local schools will give full course credit to University of California approved courses and will give due consideration to elective courses and other courses that are offered at the School but are not part of the School's graduation requirements or approved by the University of California. Parents will be notified of these matters via parent meetings, letters or emails.

## ELEMENT B: MEASURABLE PUPIL OUTCOMES

*Governing Law: The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program.*

California Education Code 47605(b)(5)(B).

LPS and the charter authorizer agree to measure the success by the following pupil outcomes:

1. A positive ranking on the California Academic Performance Similar Schools Index

*Benchmark: At least 7 or higher on the California Academic Performance Similar Schools Index.*

2. A high student attendance rate using the School District high school rankings as a norm.

*Benchmark: At least 93% attendance at the School.*

3. Continuous individual student growth on value-add measures

*Benchmark: Individual student growth of one CST level per year in English and / or on other accepted growth measures.*

4. Entrance and persistence in college

*Benchmark: 95% of graduates will be accepted into a post-secondary institution. 90% will begin post-secondary studies by January of the following year. 90% of those students will enroll a second term.*

All students will be assessed in these areas, including special education students, English language learners and students who are underperforming. Special education students will receive all legally required accommodations and those required in their Individual Education Plans ("IEPs"), described in detail under Element A (above).

In addition, LPS shall comply with all applicable federal and state assessment and accountability laws. This shall include but not be limited to NCLB.

**ELEMENT C: ASSESSMENT OF MEASURABLE PUPIL OUTCOMES**

*Governing Law: The method by which pupil progress in meeting those pupil outcomes is to be measured.*

California Education Code 47605(b)(5)(C).

The Measurable Pupil Outcomes listed in Element B will be measured in the following ways:

Pupil Outcome Goals	Assessment
1. A high ranking on the California Academic Performance Index Similar Schools Rank.	Compare the School’s California Academic Performance Index Similar School’s rank to the School District high schools.  Benchmark: 7 out of 10
2. A high attendance rate using the School District high schools as a norm.	Compare the School’s annual attendance rate to School District’s high school attendance rate.  Benchmark: 93% attendance at the School.
3. Continuous individual student growth on value-add measures.	Individual student growth of one CST level per year in English and / or other accepted growth measures.  Benchmark: Each student below proficient on the CST ELA will move one level per year in English and / or show one year of growth on an accepted growth measure such as the NWEA Measures of Academic Progress (MAP).
4. College Entrance and persistence in college.	Individual tracking by College Counselor and alumni support organization such as Beyond12.  Benchmark: 95% of graduates will be accepted into a post-secondary institution. 90% will begin post-secondary studies by January of the following year. 90% of those students will enroll a second term.



## **ELEMENT D: LEGAL ISSUES, GOVERNANCE, & PARENTAL INVOLVEMENT**

*Governing Law: The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parental involvement.*

California Education Code 47605(b)(5)(D).

### **Legal**

LPS is a duly constituted California nonprofit public benefit corporation formed and organized in accordance with the California Nonprofit Public Benefit Corporations Law. As allowed by law, LPS will hold the charter and operate the School as it does other charter schools. The LPS Board of Directors holds ultimate authority for the School operations and will be responsible for any potential liability of the School. LPS is the School and there is no separate organizational entity operating or constituting the School. For example, all school employees are employees of LPS as one organization. Notwithstanding this one organizational structure, LPS will continue its nonprofit corporate existence even if this charter is revoked.

A copy of LPS' Articles of Incorporation, Bylaws and IRS 501(c)(3) Determination Letter are included in Appendix A .

LPS shall operate autonomously from the charter authorizer, with the exception of the supervisory oversight and, depending on the charter authorizer and SELPA status of the school, possibly special education services as allowed by statute. Pursuant to the Education Code Section 47604(c), the charter authorizer shall not be liable for the debts and obligations of the School operated as a California non-profit benefit corporation or for claims arising from the performance of acts, errors, or omissions by the School as long as the charter authorizer has complied with all oversight responsibilities required by law.

The School will be nonsectarian in its programs, admissions policies, employment practices, and all other operations, shall not charge tuition, and shall not discriminate against any student on the basis of race, ethnicity, national origin, gender or disability.

LPS will comply with all applicable federal, state and local laws regarding compliance with open meetings requirements, including the applicable sections of the Ralph M. Brown Act, the Political Reform Act, and the California Public Records Act.

LPS will retain its own legal counsel when necessary. It will purchase and maintain as necessary appropriate levels of general liability and other insurance, and name the charter authorizer as an additional insured. LPS is currently insured by ASCIP (The Alliance of Schools for Cooperative Insurance Programs), which insures many school districts in California. Evidence of the insurance coverage can be found in Appendix F.

LPS shall be responsible for implementing the Charter Schools Act and any other applicable laws in a good faith manner, and to cooperatively pursue any necessary waivers or approvals (e.g., any California State Board of Education requirements or the School's grant applications needing a Local Educational Agency signature) necessary to implement the charter or seek appropriate funding.

### **Governance**

The School will be governed by a Board of Directors ("LPS Board of Directors" or "LPS Board of Trustees") whose members have a legal fiduciary responsibility for the well-being of the organization and the School.

This Board of Directors is composed of a broad cross-section of professionals with the skills necessary to appropriately oversee the operations of the organization. These members have, among other things, experience in education, business, technology, facilities, leadership development and organizational development. A roster of the LPS Board Members and their biographies, as well as an organizational chart of district roles and responsibilities, is included in the supplemental materials submitted in Appendices B and C. In addition, verification of Brown Act training, the LPS Conflict of Interest Policy, and the Governing Board meeting schedule are provided in Appendices D and E. Detailed information about LPS Board of Directors, including adopted policies, agendas, and minutes, are available to the public and can be found on the LPS website at [www.leadps.org](http://www.leadps.org).

Current Board members include Josefina Alvarado-Mena (CEO, Safe Passages), Cecily Cameron (Active in Community Affairs), Adam Cioth (Managing Partner, Rolling Hills Capital), Larry Cuban (Professor of Education, Stanford University), Sandy Dean (Partner, Sansome Partners), Marsha Dugan (Active in Community Affairs), D'Lonra Ellis, Esq. (Gap), Karen Eulloqui (student, LPS San Jose), Mutiu Fagbayi (Pres., CEO, Performance Fact), Karene Gray (parent, LPS College Park), Heather Hiles (CEO, rripple and LPS Board Secretary), Mark Kushner (VP, K12 Inc.), JR Matthews (Managing Director, Tregaron Capital and LPS Board Chair), Stu McLaughlin (Partner, Sansome Partners and LPS Board Treasurer), Ana Olazava-Broadbent (LPS San Jose Counselor), Jack Selby (Co-founder, Clarium Capital Management, Inc.), Nicole Sheehan (Active in Community Affairs), Alex Terman (Founder & CEO, Digital Parent and LPS Board Vice Chair), Ricardo Toyloy (Citibank), and Louise Waters (Superintendent & CEO, Leadership Public Schools and LPS Board President). LPS Bylaws provide for a teacher member, parent member, student member and alum on the Board of Directors.

The method of Board election, terms and replacement are all addressed in detail in the LPS Board of Directors Bylaws. Director terms are three years and are staggered. Vacancies are filled by a nominating committee, and approval requires a majority vote by the Board of Directors as required under the law. LPS agrees to provide copies of any changes to the Bylaws to the charter authorizer.

As further outlined in the Board's Bylaws, the Board of Directors is responsible for:

- Upholding the mission of LPS,

- The general policies of LPS,
- Approving and monitoring of the School's annual budget,
- Receipt of funds for the operation of the School in accordance with the charter school laws,
- Solicitation and receipt of grants and donations consistent with the mission of LPS,
- Overseeing the sound operation of a hiring system,
- Approving LPS' personnel policies and monitoring the implementation of these policies by the CEO, Principal or other designee, and
- Any other responsibilities provided for in the California Corporations Code, the Articles of Incorporation, Bylaws, and applicable sections of the Ed Code, this charter necessary to ensure the proper operation of the School.

The LPS Board of Directors may initiate and carry out any program or activity that is not in conflict with or inconsistent with any law and which is not in conflict with the purposes for which charter schools are established. The Board of Directors may execute any powers delegated to it by law, and shall discharge any duty imposed by law upon it and may delegate to an employee of the School any of those duties. The Board, however, retains ultimate responsibility over the performance of those powers or duties so delegated.

### **Responsibility of LPS Management**

To the extent allowable by law, the Board of Directors may delegate the implementation of its duties to the employees of the organization or other responsible parties.

At the current time, consistent with best practice, the LPS Board of Directors oversees operations but delegates day-to-day authority to the Chief Executive Officer of LPS, who is responsible for the day-to-day operations but may delegate certain responsibilities to other staff, including the Chief Financial Officer, the Vice President for Human Resources, the Director of Operations, their staff, other administrators, and to the Principal at the School.

The Principal may delegate his or her responsibilities further to other school site staff such as the Dean, counselors, office manager, academic department chairs and/or teachers. Within the context of the LPS Board policies as outlined in the LPS Operations Guide, current school responsibilities include hiring, instructional plan and supervision, student discipline up to suspension, and discretionary budget management.

The Principal is the senior authority at the school site but the final management authority resides with the Chief Executive Officer and the ultimate overall organizational authority resides in the LPS Board of Directors, as indicated above. This is separate from the oversight responsibilities of the charter authorizer under the Charter Schools Act.

### **Parental Involvement in Governance and Operation of School**

Parents are included in the governance and operation of the school by the creation of an active Parent/Guardian Association (PGA), parent membership on the School Site Council ("SSC") and representation on the LPS Board of Directors. Communications include website updates,

Parent/Guardian Newsletters, monthly Parent/Guardian Association meetings, parent-teacher conferences, volunteer opportunities, fundraising, and school surveys, among other things.

All LPS parents are automatically members of the PGA. The PGA will serve as a means for parents to support the School and the education of their children, learn more about School activities and needs, and be more involved with the governance and operations of the school by serving as a forum for voicing their concerns and suggestions about both day to day operations and overall policy. Translators are provided when needed. The PGA is also encouraged to utilize the Parent Representative on the LPS Board of Directors for involvement in broader School policy issues.

In addition, parents are also involved with the governance and operation of the School via a School Site Council ("SSC"), in compliance with regulations for Title I and other federal funding. The SSC is comprised of representatives of all School constituencies, including parents, students, teachers and administrators. The SSC will participate in reviewing and proposing school and LPS policies, soliciting the views of all their respective constituencies, sharing in the efforts to improve the school and engaging the support of the community. The SSC is valuable governance advisory body for the Principal. Except for those responsibilities legally delegated or, as mentioned above, all formal and legal governance responsibility for LPS resides with the LPS Board of Directors.

LPS is committed to working with parents to address parent concerns. Parents will be encouraged to share their ideas and concerns with LPS throughout the school year, directly and via the PGA, SSC and Parent Representative on the LPS Board of Directors.

## **ELEMENT E: EMPLOYEE QUALIFICATIONS; MANAGEMENT STRUCTURE AND CAPACITY**

*Governing Law: The qualifications to be met by individuals to be employed by the school.*

California Education Code 47605(b)(5)(E).

LPS recruits professional, effective and qualified personnel to serve in administrative, instructional support and non-instructional support capacities. All of the School's employees play a key role in creating a positive school culture and effective learning environment which empowers students academically.

LPS requires fingerprint background clearance and TB clearance on all employees, and all teachers and staff will meet the legal requirements for employment, including applicable credentialing requirements.

Additional information regarding personnel and human resources policies can be found in the LPS Employee Handbook in Appendix M.

## **Management Capacity and Structure**

The management roles and responsibilities for administrative positions within the school are as follows:

### **Principal**

Responsibilities:

- Instructional Leadership – serve as the instructional leader of the school: use data to improve teaching and learning, coach teachers, implement curriculum and assessments.
- General administration, management and leadership of school site – oversee the daily running of the school, address discipline / behavior issues with the Dean of Student Life, oversee student support programs, oversee schedules, manage budgets, coordinate with the home office and strategic planning.
- Planning and Accountability – manage program plans and monitoring, single plan for student achievement, WASC and other accountability reporting.
- Recruit, build and manage a collaborative faculty team.
- Build a culture of high academic and behavioral expectations and an environment that embraces and supports the diversity of cultures and languages represented in the school.
- Community Relations – build relationships with families, local institutions and the Oakland Unified School District.
- Research and Development – maintain partnerships with foundations, entrepreneurs and educational technology companies participating in the LPS Oakland R&D process. Support the involvement of students and teachers in innovation projects.

### **Academic Dean**

Responsibilities:

- Provide academic support to designated teachers.
- Serve as an instructional leader – use data to improve teaching and learning, coach teachers, implement curriculum and assessments.
- Participate as key member of the school's leadership team, serve as part of the administrative cabinet, work with the community, and mentor teacher-advisors supporting curriculum development and implementation.
- Use data to design and implement intervention programs.
- Facilitate standardized assessments and testing.
- Monitor student achievement, transcripts and attendance.
- Manage registration and scheduling of students.
- With the principal, monitor IEP and 504 plans and attend scheduled IEP meetings.
- Build and sustain a culture of attending college.
- Assist the principal in classroom observations and evaluations.
- Serve as a BTSA Induction coach.
- Lead professional development and collaborations.
- Participate in parent conferences, enrollment outreach sessions, parent association meetings, and other types of community outreach.
- Foster a college-going environment.
- Fulfill other duties as needed to best serve our students.

### **Dean of Student Life**

#### Responsibilities:

##### Oversee Student Discipline Program

- Foster a caring school environment.
- Work with students and the school community to create a safe and supportive academic culture.
- Review and implement discipline policies.
- Make recommendations for specific student disciplinary consequences.
- Monitor system for recording student disciplinary behavior and actions.
- Work with advisors on effective leadership and support strategies.
- Work with teachers on effective approaches to classroom management.
- Monitor student attendance and recommend appropriate responses.

##### Manage Academic Intervention and Support

- With principal and other staff, monitor grades and make recommendations regarding specific and tailored interventions.
- With principal, monitor student credits and college requirements.
- Assist with state standardized tests and internal testing of students.
- Communicate with families regarding academic issues.

##### Coordinate Student Activities and Forge Connections with the Broader Community

- With principal and other staff, coordinate and monitor student activities.
- Oversee athletic program and clubs.
- Design and facilitate student retreats and other field trips.
- Build partnerships with regional community organizations.
- Develop and sustain relationships with future, current, and alumni parents.
- Serve as a liaison to the Parent Guardian Association.
- Fulfill other duties as needed to best serve our students.

### **School Office Manager**

#### Responsibilities:

- Manage all aspects of attendance and student records (accurately maintain student database and attendance records).
- Maintain calendar for principal and school.
- Handle schedules and juggle multiple priorities and tasks.
- Screen principal's mail and phone messages.
- Demonstrate clear understanding of confidentiality.
- Take incoming calls and make necessary outgoing calls, receive visitors and parents, answer questions or direct to appropriate resource.
- Maintain inventory of office and school supplies: requisitions, receive and distribute materials and supplies according to established procedures.
- Manage substitute teacher process.
- Supervise student and temporary workers.
- Demonstrate knowledge of and support for LPS mission, vision, standards, policies and procedures, confidentiality standards and the code of ethical behavior.

- Proofread reports and documents for accuracy, completeness and conformance to established procedures and audit requirements, including Official Transcripts and attendance documents.
- Translate documents from English to Spanish and handle parent translation as appropriate and needed (if Office Manager is Spanish speaking).
- Perform related duties as best needed to serve our students.

**Enrollment –Outreach & Afterschool Program Coordinator**

**Outreach Coordinator Responsibilities:**

- Implement an outreach plan to inform prospective urban students targeting LPS programs and student success to meet enrollment goals.
- Establish and track key metrics and milestones to evaluate strategies and improve enrollment.
- Manage application process including communicating with families.
- Maintain admissions files and PowerSchool data.
- Build and foster community partnerships in order to bring services to the school site.
- Increase parent involvement in the school by working closely with all school, parent and community organizations.
- Conduct outreach to engage parents in their child’s education with school events and create a welcoming school environment to parents.
- Attend parent meetings along with the principal, where appropriate providing translation.
- Prepare written materials for the purpose of documenting activities and conveying information.
- Recruit parent volunteers for the purpose of assisting the school in its activities.
- Seek out and visit parents of children new to the community for the purpose of helping bridge communication between home, school and community.
- Maintain a high level of ethical behavior and confidentiality of student and parent information.

**Afterschool Program Coordinator Responsibilities:**

- Build and foster community partnerships in order to bring services to the school site.
- With the consultation of the principal, recruit, hire, and supervise after school staff.
- Coordinate linkages between the regular school day program and the after school program.
- Identify benchmarks on which to measure the success of the program and monitor effectiveness of program to continually advance the program.
- Monitor attendance in the after school program.
- Monitor the guidelines set forth in the grant proposal.
- Provide direct supervision of students in afterschool program by offering class, substituting or co-leading an activity.
- Fulfill other duties as needed to best serve our students.

### **Technology Coordinator (part-time)**

#### Responsibilities:

- Set up and maintain all computer resources for students, teachers, admin, and labs.
- Work collaboratively with other site technology coordinators, manager of systems admin, and Director of Technology.
- Train staff and students, integrating technology to support instruction and curriculum.
- Work with the PowerSchool database, scheduling, attendance, and grading software.
- Manage the LPS Oakland infrastructure and network, maintain physical connections and availability.
- Fulfill certain priorities set by the operations team and report to the director of technology for LPS-wide initiatives.
- Attend staff trainings and meetings as required.
- Fulfill other duties as needed to best serve our students.

### **Recruitment, Selection, Development and Evaluation of Educators**

Effective instruction is at the center of the LPS educational program. The faculty consists of well-prepared and certified teachers. All core teachers will meet the No Child Left Behind Act requirements.

LPS Principals and Human Resources are committed to hiring the best possible candidates as teachers and administrators. LPS recruits through various local, state and organizational sources, including EdJoin, Universities, Teach For America, New Leaders for New Schools, and referrals. Screening interviews, site interviews, teaching demonstration, and references are conducted prior to extending employment offers. Principals are the hiring managers in consultation with the VP of HR. Each position is verified within the budget prior to offer.

LPS teachers will be encouraged to pursue LPS Accomplished and Master Teacher status during their career. National Board Certificated Teachers also receive an additional stipend. Professional development and teacher collaboration is scheduled on a weekly and on-going basis on site, with additional LPS network wide professional development and collaboration days, to support teachers throughout their career.

### **Administrator and Support Staff Qualifications**

Administrators at the School may include a Principal, Academic Dean or Assistant Principal, Dean of Student Life, Counselor and/or College Counselor, full or part-time Technology Coordinator, and a School Office Manager.

The Principal is the instructional leader and key person at the School responsible for supervising the teachers and non-instructional staff at the school. The Principal is responsible for guiding the School student achievement outcomes as outlined in the Educational Program. Qualifications include proven effectiveness in the following areas of the LPS vision.



## **LPS Vision of Administrative Qualifications**

### **Accelerating Academic Preparation**

- Helping teachers use a variety of instructional strategies, including technology resources, to build missing foundational skills and accelerate movement to proficiency for students entering high school significantly below grade level
- Helping teachers use a variety of instructional strategies, including technology-enhanced resources, to provide access to college preparatory curricula for students who enter high school significantly below grade level
- Helping teachers use a variety of instructional strategies, including technology enhanced resources, to develop critical thinking and deeper learning
- Helping students, teachers and administrators use data for planning, instruction and intervention
- Building an academic culture and expectations of rigor for students and staff
- Creating a strong, personalized, culturally responsive, learning environment that supports and engages students in their learning
- Building a range of intervention programs to support academic achievement and academic culture

### **Building Economic Resources**

- Partnering with businesses and other organizations to provide applied learning opportunities (internships, apprenticeships, service learning, linked-learning opportunities within the school)
- Building technology literacy and technology-related college and career skills and programs
- Understanding and building on the potential economic and leadership assets students bring, including language skills, entrepreneurial and work experience, and family leadership

### **Transitioning Students to College**

- Supporting a strong, data-based college counseling program
- Working with students and families to build realistic college plans
- Partnering with online or early college concurrent enrollment programs and / or college outreach programs
- Helping staff build technology literacy, time management, financial management and other college readiness skills programs

### **Additional qualifications include:**

- 2 years of successful educational administrative experience, preferably as a principal or vice principal of an urban high school
- 3 or more years of successful experience teaching in an urban district
- A commitment to access and to rigorous learning for all students
- A sense of urgency in addressing the needs of our students
- Experience with engaging and motivating urban youth

- Expertise as an instructional leader; knowledge of instructional strategies that accelerate the achievement of underperforming students, English learners and special education students
- Experience with change management and data-based reflective practice
- Experience managing a budget, facilities, schedules and other operational tasks
- Experience with multiple business, foundation, and university partnerships and complex external relations
- Ability to communicate effectively orally and in writing
- Success in leading a cohesive team with a strong cultural perspective
- Comfortable with a charter environment of flexible roles
- Ability to speak Spanish preferred

### **Teacher Qualifications (Including California Credentialing and NCLB Compliance)**

LPS hires the finest teachers available who are committed to our mission.

The most important qualifications for LPS teachers are:

- Academic expertise & enthusiasm for content area (English, Math, Science, Spanish, Art, etc.)
- Record of effective teaching and high achievement in the classroom
- Experience using assessment data to refine curriculum and inform instruction
- A passion for teaching that provides vital energy to improve the minds and lives of students
- Evidence of professional reflection and collaborative work
- Experience in urban schools
- Experience teaching with varied instructional strategies
- Proficiency in the use of technology and openness to developing technology supports for teaching and learning
- A commitment to both excellence and equity
- Ability to work under pressure and adapt easily
- Willingness to contribute to student activities, instructional office hours, and school committee
- Comfortable with a charter environment including flexible roles
- Appropriate CA teaching credential with EL authorization

LPS shall comply with California Education Code Section 47605(1), which states in pertinent part:

*Teachers in charter schools shall be required to hold a Commission on Teacher Credentialing certificate, permit or other document equivalent to that which a teacher in other public schools would be required to hold. These documents shall be maintained on file at the charter school and shall be subject to periodic inspection by chartering authority. It is the intent of the Legislature that charter schools be given flexibility with regard to non-core, non-college preparatory courses.*

## **Professional Development**

LPS attracts and retains talented teachers by sharing an exciting vision commitment to excellence and creating a professional environment where staff can learn and grow along with their students. To that end, LPS invests heavily in professional development for our staff. Our talented staff are committed to continuing their own learning and refining their practice to stay current in the field ensuring a quality education for all. LPS has weekly collaboration and school site professional development in addition to up to ten professional development days each year. These may include 6 days of summer training to become fluent with our culture and program and 4 days of staff development interspersed throughout the academic year.

Professional development and collaboration occurs on a weekly basis at the site level, virtually, and in person across the four schools of the Leadership Public Schools network. There are also weekly meetings focusing on teaching and learning, and time set aside for teacher collaboration on a weekly basis. Professional development includes cycles of inquiry analyzing the various types of assessment data as well as professional learning communities that continually refine and improve the implementation of the Common Spine.

Principals participate in monthly professional development principal meetings with the LPS Education Team. In addition, Principals participate and/or facilitate LPS network PD and annual retreat planning sessions.

## **Teacher Performance and Professional Development**

LPS teacher effectiveness expectations are defined by the LPS Effective Teaching Rubric which, in turn, was based on Kim Marshall's Effective Teaching Rubric. The Rubric is included in the supplemental materials provided in Appendix L. This forms the basis for teacher goal setting, observation, and evaluation. Teachers who are not making adequate progress go onto a Performance Assistance plan and are supported by peer coaches as well as an administrator. The rubric also provides a framework for ongoing walk-throughs and peer observations which are not part of the evaluation system but rather form the basis for teacher inquiry.

The LPS Effective Teaching Rubric also forms the basis for the LPS Career Ladder of Novice, Proficient, Accomplished, and Master Teacher. Master Teacher candidates submit a portfolio demonstrating expert level teaching in four domains of the rubric: Planning, Preparation and Delivery of Instruction (25%); Assessment, Monitoring and Follow Up (20%); Classroom Management and Culture (10%); Professionalism and the Leadership Way (15%). An additional section, Student Achievement (30%) includes attainment and growth measures as well as evaluation of student work. The portfolio includes both artifacts and videos. In June, a Network-wide peer-review panel of four teachers and four administrators makes promotion decisions to Master Teacher status based on a review of the portfolio and a question-and-answer session with each candidate.

The Master Teacher designation represents both a role and the achievement of an Expert level of teaching on the LPS Effective Teaching Rubric. The process to become a Master Teacher includes the following components:

- Preparation of a portfolio demonstrating Expert-level teaching on the LPS Effective Teaching Rubric and student achievement. The portfolio draws from the processes of National Board Certification but is not identical.
- Review by a panel composed of four teachers and four administrators with representation from all sites and across subject areas. Included in the review is a presentation to the panel allowing panel members to ask clarifying questions from their prior portfolio review. The review protocols draw on the University promotion process.
- Design of an individualized Master Teacher role description in tandem with the site principal.

### **Evaluation of Teachers and Administrators**

Teachers are observed informally on a regular basis with two formal observations annually. A formal evaluation based on criteria from the LPS Effective Teaching Rubric and goal setting sessions occurs annually with a mid-year evaluation for new and emerging teachers. Principals are evaluated annually by the Superintendent-CEO with a midyear data review.

### **Employment Capacity**

LPS is committed to compensating teachers for experience, competency, professional advancement, continuous learning, and demonstrated skill acquisition. There are four specific components to our structure: base pay, supplements for professional certifications, responsibility stipends, and group performance-based recognition.

Base Pay Scale: LPS program includes placement based upon experience with step increases. Teachers move across pay columns based on attaining elements of LPS Teacher Career Ladder Rubric. Group Performance-Based Recognition Programs: LPS offers two performance-based group recognition programs, a Gainsharing Bonus and an Academic Performance Bonus. All school employees working half-time or more are eligible to participate, with bonuses pro-rated for part-time or partial-year staff. The bonuses will be paid at the end of September and are paid only to returning staff, in order to encourage retention.

## **ELEMENT F: HEALTH & SAFETY PROCEDURES**

*Governing Law: The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the school furnish the school with a criminal record summary as described in Section 44237.*

California Education Code 47605(b)(5)(F).

The School shall comply with all provisions and procedures of Education Code 44237 regarding Fingerprints and Criminal Records Summary. Each new employee having contact with minor students and not possessing a valid California Teaching Credential must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary.

As required by federal or state law, the school will provide screening for student vision, hearing and scoliosis, and students will show the required proof of immunization. The School will maintain records of legally required tests and immunizations of students and/or staff.

LPS is committed to providing a safe school environment and has included a draft Emergency Response Guide that addresses emergency procedures in the event of earthquakes, fire, floods, shootings, and electricity loss. The School will maintain 3 days of emergency food and water supplies on campus as well as an emergency lock down kit for each classroom.

The School will develop and use further health, safety and risk management guidelines in consultation with its insurance carriers and risk management experts as well as the District Board. In addition, the School will comply with all building codes, including the Americans with Disabilities Act (ADA). For additional facilities and emergency plan information see Appendix H for the school's Facilities Plan and Appendix I for the Emergency Response Guide.

## **ELEMENT G: MEANS TO ACHIEVE RACIAL & ETHNIC BALANCE OF DISTRICT**

*Governing Law: The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.*

California Education Code 47605(b)(5)(G).

Consistent with the intent of the charter law, LPS will strive to ensure that the student population at the school roughly represents the population of East Oakland with outreach and monitoring efforts that may include, among other things:

- A multi-part enrollment process and lottery as described below,
- Access to School District middle schools to make presentations and provide orientation material to the same extent as other district high schools,
- Outreach through presentations at community organizations, independent schools, faith-based organizations, and local youth organizations,
- Collaboration with community-based organizations to support outreach efforts,
- Use of brochures, newsletters, TV/Radio public service announcements, print and non-print media for outreach communications, and
- Distribution of materials in languages in English and Spanish, and other frequently spoken languages.

LPS has extensive experience successfully reaching the students desired in multiple other charter schools.

## **ELEMENT H: ENROLLMENT REQUIREMENTS**

*Governing Law: Admission requirements, if applicable.*

California Education Code 47605(b)(5)(H).

The following admission requirements are intended to create informed applicants who want to attend the School and are committed to the School program: (1) attendance at an enrollment information session or participation in a home visit by LPS staff; (2) completing a written application.

LPS is committed to maintaining a diverse student body. To attain our vision of a racially and economically diverse student population, including traditionally underserved students, English Learners and Special Education students, we use a multiple targeted recruitment and outreach strategies designed to reach out to underserved.

First, as indicated in Element G above and in the updated Enrollment Plan included in Appendix G, we will exert considerable effort recruiting students from middle schools and community student programs serving low-income students.

Admission shall be open to any California resident who wishes to attend the School, including Special Education students and English language learners, and LPS will not impose admission requirements. If the number of students interested in attending the School exceeds the School's capacity, enrollment for those grade levels shall be determined by a public random drawing ("lottery") as required by law.

Preferences in the lottery shall be given in the following order:

1. Siblings of enrolled students (not applicable the first year).
2. Children of LPS staff.

3. Students who reside within the Oakland Unified School District.

A waiting list of applicants at each grade level shall be maintained to fill vacancies that occur during the school year. LPS may also add enrollment preferences specifically required by charter school facility subsidy programs such as SB 740 and state bond programs (e.g., preferences for specific attendance areas).

As indicated previously, the School will be nonsectarian in its programs, admissions policies, employment practices, and all other operations, shall not charge tuition, and shall not discriminate against any student on the basis of race, ethnicity, national origin, gender or disability.

Subject to further refinement and adjustment, the timeline for student enrollment applications shall be:

October through February

- Extensive student outreach as provided in outreach plan included in supplementary information.

March (may be extended year 1)

- Deadline for student applications.
- Student enrollment determined (per public random drawing if more students apply than school capacity at any grade level).
- Wait list created in the order drawn in lottery.
- Students notified of enrollment/wait list status.

April through August

- Students accept/reject enrollment.
- Additional lotteries conducted as needed if waiting list is exhausted.
- Incoming Class is finalized.
- Orientation Letters sent regarding Leadership Retreat dates and School policies.
- Summer Bridge program for entering freshmen.
- Welcoming letter sent to families introducing Advisor and details regarding LPS retreats.
- Pre-opening Parent Association get-together.
- School Opening.

**ELEMENT I: AUDIT, FISCAL ISSUES & MEMORANDUM OF UNDERSTANDING**

*Governing Law: The manner in which annual, independent, financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.*

### **Annual Audit**

An annual independent financial audit will be conducted by a certified public accountant with education finance experience, and will use generally accepted accounting principles. The Treasurer and/or Chief Financial Officer of LPS will be responsible for contracting and overseeing the independent audit, and LPS will provide the audit report to the charter authorizer, State Controller, the County Office of Education, the State Superintendent of Public Instruction, the California Department of Education, and the California State Board of Education by December 15 of the following school year. LPS' Treasurer, Chief Financial Officer or other designee will resolve audit exceptions and deficiencies to the satisfaction of the Charter Authorizer in a timely fashion, with the goal of resolving any audit issues within three months of the auditor's final report or as otherwise agreed upon by the charter authorizer and Charter School. Disputes regarding the resolution of audit exceptions and deficiencies shall be resolved in accordance with the dispute resolution provisions discussed below.

### **Fiscal Issues**

LPS will develop and the LPS Board of Directors will approve balanced budgets prior to each fiscal year. Annual budgets will contain reserves and will be submitted to the charter authorizer, County Office of Education, and any other entities as required by law.

LPS may receive funding in accordance with Education Code, Charter Schools Act and other appropriate laws, and will opt to receive funding directly from the State. These funds may include, but are not limited to, general purpose block grant, in lieu of economic impact aid; the California State Lottery; categorical block and non-block grants; charter school funding from the California Department of Education, the federal government or other sources; and any other available or mutually agreeable sources of funding for programs. LPS expects that any funds received by the charter authorizer and due to the school will be forwarded to LPS in a timely fashion.

### **Verifiable Internal Procedures and Controls to Ensure Conformance with Budgets**

LPS has verifiable internal procedures to insure compliance with approved budgets. Commencing with the budget process through approval, stakeholders are involved in the formation of the budgets, hiring of staff and other personnel decisions. This budget process is culminated in a board approval of the budget. After the approval and with the commencement of the new fiscal year, monthly budget to actual reports are submitted to each department chair and monthly budget to actual reports are submitted to the CEO and board for review and approval. District oversight also assists with budget maintenance and the process is culminated in the annual audit.

### **Financial Capacity**

Please refer to Appendix N for LPS Oakland R& D Campus Financial Capacity Plan.



## **Financial Reporting**

The Charter School shall provide reports to the District and County Office of Education as follows, and may provide additional fiscal reports as requested by the District and County Office of Education:

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. Additionally, on or before December 15, a copy of the Charter School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the District, State Controller, State Department of Education and County Superintendent of Schools.
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 District and County Office of Education shall include an annual statement of all the Charter School's receipts and expenditures for the preceding fiscal year.

## **Memorandum of Understanding**

LPS agrees to negotiate in good faith to develop a Memorandum of Understanding that establishes the specific financial and service relationship between the School and the charter authorizer. LPS hopes that this Memorandum of Understanding will accomplish the following, among other things:

- Address funds transfer and fiscal oversight procedures,
- Transfer of course credits for the School's classes,
- Address enrollment outreach efforts (e.g., access to middle schools),
- Indicate the charter authorizer services, if any, and opportunities that will require a fee, and
- Enable the efficient and fair resolution of disagreements or disputes between LPS and the charter authorizer.

As required by law, LPS anticipates that the charter authorizer will provide and/or perform the supervisory oversight tasks and duties specified and/or necessitated for the implementation of this charter for a fee representing documented actual costs that will not exceed one percent of the general purpose block grant and categorical block grant funds of LPS Oakland, unless the charter authorizer provides a substantially rent-free facility. In that case, under the Charter School Act, the charter authorizer can charge up to three percent of the general purpose block grant and categorical block grant funds representing documented actual costs of supervisory oversight.

## **ELEMENT J: PUPIL SUSPENSION AND EXPULSION**

*Governing Law: The procedures by which pupils can be suspended or expelled.*

California Education Code 47605(b)(5)(J).

The procedures for suspension and expulsion will include appropriate due process, will be specific and clear and will be compliant with state and federal laws governing discipline of special needs students. The bottom-line purpose of the suspension and expulsion procedures will be to ensure a safe and effective learning environment while supporting the educational and behavioral needs of the disciplined student to the degree possible. Informed by district processes and best practice, specific suspension and expulsion procedures will be revised from time to time.

The current suspension and expulsion procedures, subject to LPS Board approval and revision in the future to ensure policies are up-to-date with current law and as necessary based upon the School's practical needs, are included in Appendix J. In the case of the recommendation for suspension and/or expulsion of a student identified under the Individuals with Disabilities Education Improvement Act or for whom there is a basis of knowledge by the LPS of qualification under the same, LPS will conduct a manifestation determination.

Students who are involuntarily transferred or expelled from LPS shall be responsible for seeking alternative enrollment within their district of residence. Pursuant to Education Code 48915.1 (b), LPS has the obligation to inform any school district(s) in which an expelled student may seek to enroll of this expulsion from LPS. LPS believes that a student seeking enrollment in a district school will be considered for enrollment under its policies and procedures related to the re-enrollment of involuntary transfers or expelled pupils. LPS will account for suspended or expelled students in its average daily attendance accounting as provided by law.

## **ELEMENT K: RETIREMENT SYSTEM**

*Governing Law: The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.*

California Education Code 47605(b)(5)(K)

Retirement benefits are the responsibility of LPS. Employees of LPS will have access to retirement plans according to the policies established by the LPS Board of Directors and applicable law.

Employees of LPS who qualify for membership participate in the California State Teachers Retirement system ("STRS"). LPS implements all applicable STRS policies and procedures, including policies regarding mandatory and permissive membership in STRS for eligible school

staff. Employees who participate in STRS are exempted from participating in federal social security.

LPS offers the LPS 401(a) Retirement Plan ("401a Plan") to all employees who do not participate in STRS; generally administrative and classified staff will participate in the 401a Plan. The IRS has issued a determination letter confirming that LPS' 401a Plan serves as a qualified alternative to federal social security. Therefore, participants in the 401a Plan are exempted from participating in federal social security.

LPS makes all employer contributions as required by STRS, the 401a Plan, and the federal social security laws. LPS also makes contributions for workers' compensation insurance, unemployment insurance and any other payroll obligations of an employer.

**ELEMENT L: ATTENDANCE ALTERNATIVES**

*Governing Law: The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.*

California Education Code 47605(b)(5)(L).

Students who opt not to attend LPS Oakland may attend other public schools either within the district of residence in accordance with school district of residence policy or another district school as pursued through an inter-district transfer request in accordance with the existing enrollment and transfer policies of the district of residence and receiving district of residence.

**ELEMENT M: RIGHT TO RETURN AS DISTRICT EMPLOYEE**

*Governing Law: A description of the rights of any 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.*

California Education Code 47605(b)(5)(M).

Certificated employees who were employed by the District Superintendent prior to employment at the School shall NOT be guaranteed return rights unless they are negotiated by the staff with Oakland Unified School District and/or the collective bargaining unit.

## **ELEMENT N: DISPUTE RESOLUTION PROCEDURES**

*Governing Law: The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to the provisions of the charter.*

California Education Code 47605(b)(5)(N).

LPS is committed to partnering with the Oakland Unified School District in the spirit of cooperation and mutual benefit. LPS believes that LPS Oakland will have an opportunity to present its position before any action is taken regarding a dispute, and that every effort to resolve the issue amicably will be given before any conditions are given or potential charter revocation actions are taken. LPS believes that the OUSD Board of Education and/or OUSD Superintendent will agree to inform the CEO of LPS and the Principal of LPS Oakland if they are contacted regarding a conflict at the school and to refer the involved parties to the school's Community Complaint Procedures and/ or Uniform Complaint Procedures. Matters unable to be resolved by the OUSD Superintendent or designee and LPS will be resolved as agreed to in a Memorandum of Understanding. The Uniform Complaint Procedures are included in the supplemental materials provided in Appendix K.

## **ELEMENT O: EXCLUSIVE EMPLOYER**

*Governing Law: A declaration whether or not the charter school shall be deemed the exclusive public school employer of the employees of the charter school for the purposes of the Educational Employment Relations Act (Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code).*

California Education Code 47605(b)(5)(O).

For the purposes of the Educational Employment Relations Act, and to the extent not superseded by federal labor law, Leadership Public Schools, Inc. in its operation of the School shall be deemed the exclusive employer of the employees of the School.

## **ELEMENT P: SCHOOL CLOSURE**

*Governing Law: A description of the procedures to be used if the charter school closes.*

Education Code Section 47605(b)(5)(P).

### **School Close-Out Process**

LPS does not intend to close LPS Oakland. However, in the interest of planning for contingencies, the following outlines a school close-out process that has been reviewed and approved by the Advisory Commission on Charter Schools and the State Board of Education in other LPS charters.

### **Documentation of Closure Action**

The decision to close the School, for any reason, will be documented by an official action of the LPS Board. The action will identify the reason for the school's closure.

If it is feasible to do so while still maintaining a viable and appropriate educational program, charter school closures will occur at the end of an academic year. Mid-year school closures should be avoided if at all possible, and the charter school and charter authorizer should work together to ensure that an appropriate, viable, and legally compliant education program continues until the end of the school year.

LPS will provide notice to the charter authorizer, parents, teachers and community of any consideration for Board action of school closure of at least nine months unless unfeasible due to exigent circumstances.

### **Notification to the California Department of Education, County Office of Education and State Board of Education**

LPS will send a notice of the school closure to the local District, County Office of Education, Charter Schools Unit at the California Department of Education, and the State Board of Education. The notification will include the following information:

- a) Charter school name, charter number, and CDS code
- b) Date of closure action
- c) Effective date of the closure, if different
- d) Reason for the closure (Specify revoked, not renewed or other reason)

### **Notification to Parents and Students**

Parents and students of the School will be notified as soon as possible when it appears that school closure will be imminent. The notification will include information on assistance in transferring the student to another appropriate school and a process for the transfer of all student records.

Parents will be provided with a packet of student information that may include the closure notice, grade reports, discipline records, immunization records, completed courses and credits that meet graduation requirements and college entrance requirements, etc. This will facilitate transfer to another school.

### **Notification to Receiving Districts**

LPS will notify any school district that may be responsible for providing education services to the former students of the School so that the receiving district(s) are prepared to assist in facilitating student transfers.

In addition, LPS will notify the charter school associations and the California Department of Education for assistance in placing the School's students.

### **Student and School Records Retention and Transfer**

LPS will establish a process for the transfer of student records to the students' district of enrollment eligibility or other school to which the student will transfer. LPS will assist parents in the transfer of the students to other appropriate schools and facilitate the transfer of all student records. LPS believes that in a Memorandum of Understanding, the authorizing entity and the charter school will agree to a plan for the maintenance and transfer of student records which may allow the authorizing entity to accept charter school records in the event the charter school is unable to meet this responsibility. The plan will include provisions for the authorizing entity to maintain all school records, including financial and attendance records, for a period of time as required by law.

### **Financial Close-Out**

LPS will commence an independent audit of the School as soon as practicable, or at least within 60 days after the end of the fiscal year when the school is closed. This may coincide with the regular required annual audit of the school. The purpose of the audit is to determine the net assets or net liabilities of the School. The assessment should include an accounting of all the school's assets, including cash and accounts receivable and an inventory of property, equipment and supplies. It will also include an accounting of the school's liabilities including any accounts receivable, which may include reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation. The audit will also assess the disposition of any restricted funds received by or due to the school. The cost of the audit may be considered a liability of the school.

In addition to a final audit, LPS will submit any required year-end financial reports to the CDE and the authorizing entity and the County Superintendent of Schools in the form and time frame required. These reports will be submitted as soon as possible after the closure action, but no later than the required deadline for reporting for the fiscal year.

### **Dissolution of Assets**

Upon completion of the closeout audit, LPS will develop a plan for the repayment of any liabilities.

If needed, and to the extent feasible, any assets of the school will be liquidated to pay off any outstanding liabilities, and appropriate unearned state funds, if any, will be returned.

Any remaining school assets after satisfaction of liability and return of appropriate state funds shall remain the property of LPS. All assets of LPS Oakland belonging to Leadership Public Schools, Inc. would therefore be reallocated to other existing schools in the system in the event of school closure. Upon closure of LPS, assets will be distributed as required by law and the LPS Articles of Incorporation.

## **CHARTER RELATED ISSUES**

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### **Term of Charter**

The term of this charter shall commence on July 1, 2012 and expire five years later on June 30, 2017.

### **Material Revision**

Any material revisions to the School's charter shall only be made by mutual agreement of the LPS Board of Directors and the charter authorizer. In accordance with Education Code Section 47607, LPS may present a petition for a material revision of the charter at any time, and LPS believes that the charter authorizer will agree to respond to such petitions pursuant to the applicable process, criteria and timelines specified in Education Code Section 47605 or its successors. The charter requirement for teacher and/or parent signatures is not required for renewal of a charter.

### **Severability and Interpretation of the Charter**

If any clause of the Charter is found to be invalid for any reason, all other clauses remain in effect.

All terms of the Charter that can be interpreted as within the intent of the California Education Code shall be interpreted in such a manner.

Any element of the Charter that, through legislation or legal ruling, is deemed to be outside the language or intent of the California Education Code or other applicable law should be removed from the charter. Such a situation would not result in the revocation of the Charter. The remaining provisions of the Charter shall remain in place.

### **Notice**

Unless changed by written notice to the charter authorizer, all notices to LPS shall be sent to:

Dr. Louise Bay Waters  
Superintendent & CEO  
Leadership Public Schools  
344 Thomas L. Berkley Way, Suite 340  
Oakland, CA 94612



## CERTIFICATION STATEMENT

**Proposed Charter School Name:** LPS Oakland R&D Campus

**Proposed School Location (City):** Oakland, CA

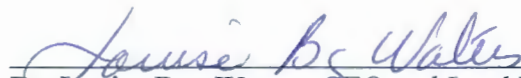
I hereby certify that the information submitted in this petition is true to the best of my knowledge and belief; that this petition has been or is being sent to the Superintendent of each of the districts from which we intend to draw students; and further I understand that, if awarded a charter, the proposed school shall be open to all students on a space available basis, and shall not discriminate on the basis of race, color, national origin, creed, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, athletic performance, special need, proficiency in the English language or a foreign language, or academic achievement. This is a true statement, made under the penalties of perjury.

**Print/Type Name:** Dr. Louise Bay Waters

**Address:** 344 Thomas L. Berkeley Way, #340  
Oakland, CA 94612

**Daytime Phone:** (510) 830-3780 x 240

**Fax:** (510) 225-2575

  
\_\_\_\_\_  
Dr. Louise Bay Waters, CEO and Lead Petitioner  
Leadership Public Schools

January 6, 2012  
Date

## **APPENDIX**

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<b>APPENDIX A: Articles of Incorporation, LPS Governing Board Bylaws, and IRS 501(c)(3) Determination Letter</b>	<b>A1</b>
<b>APPENDIX B: LPS Governing Board Biographies and Contact Information</b>	<b>B1</b>
<b>APPENDIX C: LPS Organizational Charts and Administrator Contact Information</b>	<b>C1</b>
<b>APPENDIX D: Verification of Brown Act Training for LPS Administration and Board of Directors</b>	<b>D1</b>
<b>APPENDIX E: Governing Board Meeting Schedule and Conflict of Interest Policy for Leadership Public Schools</b>	<b>E1</b>
<b>APPENDIX F: Insurance Coverage for Leadership Public Schools</b>	<b>F1</b>
<b>APPENDIX G: Recruitment and Enrollment Plan</b>	<b>G1</b>
<b>APPENDIX H: LPS Oakland R&amp;D Campus Maintenance, Safety and Long-term Facility Plan</b>	<b>H1</b>
<b>APPENDIX I: LPS Emergency Response Guide</b>	<b>I1</b>
<b>APPENDIX J: LPS Suspension &amp; Expulsion Procedures and Parent/Student Due Process Rights</b>	<b>J1</b>
<b>APPENDIX K: LPS Uniform Complaint Procedures</b>	<b>K1</b>
<b>APPENDIX L: LPS Effective Teaching Rubric</b>	<b>L1</b>
<b>APPENDIX M: LPS Employee Handbook</b>	<b>M1</b>
<b>APPENDIX N: LPS Oakland R&amp; D Campus Financial Capacity Plan</b>	<b>N1</b>

**Appendix A:**  
**Articles of Incorporation, LPS Governing Board Bylaws, and**  
**IRS 501(c)(3) Determination Letter**

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## Evidence of 501(c)(3) Nonprofit Organization Status

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 25 2003

LEADERSHIP PUBLIC SCHOOLS INC  
70 CARMEL ST  
SAN FRANCISCO, CA 94117-4333

Employer Identification Number:  
73-1643646  
DLN:  
17053281059002  
Contact Person:  
DIANE M GENTRY ID# 31361  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
June 30  
Form 990 Required:  
Yes  
Addendum Applies:  
Yes

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(ii).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the

Letter 947 (DO/CG)

LEADERSHIP PUBLIC SCHOOLS INC

part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so be sure your return is complete before you file it.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

Letter 947 (DO/CG)

LEADERSHIP PUBLIC SCHOOLS INC

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

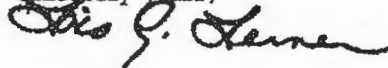
You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Lois G. Lerner  
Director, Exempt Organizations  
Rulings and Agreements

Enclosure(s) :  
Addendum

Letter 947 (DO/CG)

LPS Articles of Incorporation

2278050



SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

*IN WITNESS WHEREOF*, I execute this certificate and affix the Great Seal of the State of California this day of

MAY 29 2007

*Bill Jones*

Secretary of State

# Articles of Incorporation

2278050

## ARTICLES OF INCORPORATION

OF

### LEADERSHIP PUBLIC SCHOOLS, INC.

ENDORSED - FILED  
IN THE OFFICE OF THE  
SECRETARY OF STATE  
OF THE STATE OF CALIFORNIA

MAY 29 2002

WILL JONES, SECRETARY OF STATE

The undersigned Incorporator hereby executes the following Articles of Incorporation for the purpose of forming a corporation under the General Corporation Law of the State of California:

#### ARTICLE I

The name of the corporation is: LEADERSHIP PUBLIC SCHOOLS, INC.

#### ARTICLE II

- A. The corporation is a nonprofit PUBLIC BENEFIT CORPORATION and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes.
- B. The specific purpose of this corporation is to establish and operate schools, including but not limited to public charter schools that provide a free education to students in elementary school, middle school, and high school, and such other educational activities as the Board of Directors may define from time to time.

#### ARTICLE III

The name and address in the State of California of this corporation's initial agent for service of process is:

Mark E. Kusfner, Esq.  
70 Carmel Street  
San Francisco, CA 94117

#### ARTICLE IV

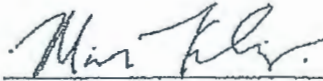
- A. This corporation is organized and operated exclusively for charitable purposes within the meaning of Internal Revenue Code Section 501(c)(3).
- B. No substantial part of the activities of the corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.



ARTICLE V

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

IN WITNESS WHEREOF, the undersigned Incorporator has executed the foregoing Articles of Incorporation on May 28, 2002.



Mark B. Kushner  
Incorporator



# **LEADERSHIP PUBLIC SCHOOLS, INC.**

## **BYLAWS**

**(ADOPTED JANUARY 7, 2005)**

**(REVISED AND ADOPTED OCTOBER 20, 2007)**

**(REVISED AND ADOPTED JUNE 14, 2009)**

**(REVISED AND ADOPTED DECEMBER 1, 2011)**

# BYLAWS

for the regulation, except as otherwise provided  
by statute or its Articles of Incorporation,

of

## LEADERSHIP PUBLIC SCHOOLS, INC.

a California Nonprofit Public Benefit Corporation

### I. MEMBERSHIP/SPECIFIC PURPOSE

The specific purpose of this corporation is to establish and operate public charter schools that provide a free education to students in grade school, middle school and high school.

The corporation has no members. The rights which would otherwise vest in the members vest in the directors of the corporation (hereinafter the directors shall be individually be referred to as "Trustees" and collectively as the "Board") of Leadership Public Schools, Inc. (hereinafter "LPS"). For purposes of Corporations Code compliance, "Trustee(s)" shall mean "Director(s)."

### II. BOARD OF TRUSTEES

#### A. Powers

The Board shall conduct or direct the affairs of the corporation and exercise its powers, subject to the limitations of the California Nonprofit Public Benefit Corporation Law, the Articles of Incorporation and these Bylaws. The Board may delegate the management of the activities of the corporation to others, so long as the affairs of the corporation are managed, and its powers are exercised, under the Board's ultimate jurisdiction.

Without limiting the generality of the powers here granted to the Board, but subject to the same limitations, the Board shall have all the powers enumerated in these Bylaws, and the following specific powers:

1. To elect and remove Trustees.
2. To select and remove officers, agents and employees of the corporation; to prescribe powers and duties for them; and to fix their compensation.
3. To conduct, manage and control the affairs and activities of the corporation, and to make rules and regulations.
4. To enter into contracts, leases and other agreements which are, in the Board's judgment, necessary or desirable.

5. To carry on a business for profit and apply any profit that results from the business activity to any activity in which the corporation may engage.

6. To act as trustee under any trust incidental to the corporation's purposes, and to receive, hold, administer, exchange and expend funds and property subject to such a trust.

7. To acquire real or personal property, by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey or otherwise dispose of such property.

8. To borrow money, incur debt, and to execute and deliver promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations and other evidences of debt and securities.

9. To lend money and accept conditional or unconditional promissory notes therefore, whether interest or non-interest bearing, or secured or unsecured.

10. To indemnify and maintain insurance on behalf of any of its Trustees, officers, employees or agents for liability asserted against or incurred by such person in such capacity or arising out of such person's status as such, subject to the provisions of the California Nonprofit Public Benefit Law and the limitations noted in these Bylaws.

#### **B. Number of Trustees**

The number of Trustees of the corporation shall be neither less than 9 nor more than 25. The Board shall fix the exact number of Trustees, within these limits, by Board resolution or amendment of the Bylaws.

#### **C. Election of Trustees**

1. Election. The LPS CEO shall automatically be a Trustee. The Board shall elect the remaining Trustees by the vote of a majority of the Trustees then in office, whether or not the number of Trustees in office is sufficient to constitute a quorum, or by the vote of the sole remaining Trustee.

2. Eligibility. The Board may elect any person who in its discretion it believes will serve the interests of the corporation faithfully and effectively. In addition to other candidates, the Board will consider the following nominees:

a. A parent or legal guardian of an active LPS student at the time of election, who is designated by the LPS Parents' Association of a rotating LPS school as determined by the CEO to represent the LPS Parents (the "Parent Representative").

b. After 2011, an alumna or alumnus of one of the LPS schools who has been nominated by the CEO to represent the Alumni of LPS (the "Alumni Representative").

c. An LPS teacher of a rotating LPS school as determined by the CEO, selected by the LPS faculty of that school (the "LPS Faculty Representative").

d. An LPS student, selected by the LPS student body of a rotating LPS school as determined by the CEO (the "LPS Student Representative").

3. Interested Persons. Not more than 49% of the persons serving on the Board may be interested persons. An "interested person" is: (1) any person currently being 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 Trustee as Trustee; or (2) any sister, brother, ancestor, descendant, spouse, sister-in-law, brother-in-law, daughter-in-law, son-in-law, mother-in-law or father-in-law of any such person.

#### 4 Term of Office

a. The term of office of all members of the Board of Trustees shall be three years, with the following exceptions:

(1) The term of any Trustee who is the Parent/Legal Guardian, Alumni, LPS Faculty or LPS Student Representative shall be one year.

(2) The Board may at its discretion and for good reason elect by majority vote a trustee for a term of less than three years.

b. No Trustee, other than a Trustee serving as a corporate officer may serve for more than six (6) consecutive years, provided however, that the board may at its discretion and for good reason elect a Trustee for one or more additional terms of one year without regard to the number of consecutive years such Trustee has already served.

c. The term of office of a Trustee elected to fill a vacancy in these Bylaws begins on the date of the Trustee's election, and continues: (1) for the balance of the unexpired term in the case of a vacancy created because of the resignation, removal, or death of a Trustee, or (2) for the term specified by the Board in the case of a vacancy resulting from the increase of the number of Trustees.

d. A Trustee's term of office shall not be shortened by any reduction in the number of Trustee resulting from amendment of the Articles of Incorporation or the Bylaws or other Board action.

e. A Trustee's term of office shall not be extended beyond that for which the Trustee was elected by amendment of the Articles of Incorporation or the Bylaws or other Board action.

5. Time of Elections. The Board shall elect Trustees at the Annual Meeting for that year, or at a Regular Meeting designated for that purpose, or at a Special Meeting called for that purpose.

#### D. Removal of Trustees

The Board may remove a Trustee without cause as provided by the California Nonprofit Public Benefit Corporation law. Without limiting the Board's right to remove a Trustee without cause, the Board may remove any Trustee:

1. Who has failed to attend two or more of the Board's Regular Meetings in any calendar year;
2. Who has been declared of unsound mind by a final order of court;
3. Who has been convicted of a felony;
4. Who has been found by a final order or judgment of any court to have breached any duty imposed by the California Nonprofit Public Benefit Corporation Law; or
5. For such other reason as the Board may determine.

**E. Resignation by Trustee**

A Trustee may resign by giving written notice to the Board Chair or Secretary. The resignation is effective on the giving of notice, or at any later date specified in the notice. A Trustee may not resign if the Trustee's resignation would leave the corporation without a duly elected Trustee in charge of its affairs, without first giving notice to the California Attorney General.

**F. Vacancy**

A vacancy is deemed to occur on the effective date of the resignation of a Trustee, upon the removal of a Trustee, upon declaration of vacancy pursuant to these Bylaws, or upon a Trustee's death. A vacancy is also deemed to exist upon the increase by the Board of the authorized number of Trustees.

**G. Compensation of Trustees**

Trustees shall serve without compensation. However, the Board may approve reimbursement of a Trustee's actual and necessary expenses while conducting corporation business.

**III. PRINCIPAL OFFICE**

The corporation's principal office shall be at 344 Thomas L. Berkley Way, Suite 340, Oakland, CA 94612, or at such other place as the Board may select by resolution or amendment of the Bylaws. The Secretary shall note any change in principal office on the copy of the Bylaws maintained by the Secretary.

**IV. MEETINGS OF THE BOARD**

All meetings of the Board shall be conducted in accordance with the Brown Act (Govt. Code 54950 et seq.).

**A. Place of Meetings**

Board Meetings shall be held at the corporation's principal office or at any other reasonably convenient place as the Board may designate.

**B. Annual Meetings**

An Annual Meeting shall be held in May of each year for the purpose of electing Trustees, making and receiving reports on corporate affairs, and transacting other business as comes before the meeting.

**C. Regular Meetings**

Regular Meetings shall be held at various times within the year as the Board determines.

**D. Special Meetings**

A Special Meeting shall be held at any time called by the Chair or by any three (3) Trustees.

**E. Adjournment**

A majority of the Trustees present at a meeting, whether or not a quorum, may adjourn the meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent Trustees if the time and place is fixed at the meeting adjourned, except if the meeting is adjourned for longer than 24 hours, notice of the adjournment shall be given as specified in these Bylaws.

**F. Notices**

Notices of Board Meetings shall be given as follows:

1. Annual Meetings and Regular Meetings: At least 72 hours prior to the regular meeting, the Board must post an agenda containing a brief general description of each item to be discussed or transacted at the meeting, including items to be discussed in closed session.

2. Special Meetings: Notice of a special meeting along with an agenda containing a brief general description of each item to be discussed or transacted at the meeting, including items to be discussed in closed session, must be provided 24 hours in advance of the meeting to all the Board and to all media outlets who have requested notification. The notice must also be posted at least 24 hours prior to the meeting.

**V. ACTION BY THE BOARD**

A. **Quorum**

A quorum consists of one-third of the fixed number of Trustees.

B. **Action by the Board**

1. Actions Taken at Board Meetings. The actions taken and decisions made by a majority of the Trustees present at a meeting duly held at which a quorum is present are the actions and decisions of the Board, except for purposes of electing Trustees, appointing committees and delegating authority thereto, or amending the corporation's Bylaws, where the action of a majority of Trustees then in office is required by the California Nonprofit Public Benefit Corporation Law or as set out in these Bylaws.

The Board may continue to transact business at a meeting at which a quorum was originally present, even though Trustees withdraw, provided that any action taken is approved by at least a majority of the quorum required.

2. Actions Without a Meeting. The Board may take any required or permitted action without a meeting if all the Trustees individually or collectively consent in writing to the taking of that action. Such consent shall have the same effect a unanimous vote of the Board, and shall be filed with the minutes of the Board proceedings.

3. Meeting By Telephone or Other Telecommunications Equipment. Any Board of Directors meeting may be held by conference telephone, video screen communication, or other communications equipment. Participation in a meeting under this Section shall constitute presence in person at the meeting if all of the following apply:

- (a) Each member participating in the meeting can communicate concurrently with all other members.
- (b) Each member is provided the means of participating in all matters before the Board, including the capacity to propose, or to interpose an objection to, a specific action to be taken by the corporation.
- (c) The Board of Directors has adopted and implemented a means of verifying both of the following:
  - (i) Whether a person communicating by telephone, video screen, or other communications equipment is a director entitled to participate in the Board of Directors meeting or a member of the public entitled to participate during such portions of the meeting that are open to the public.
  - (ii) All statements, questions, actions or votes were made by that director and not by another person not permitted to participate as a director.
- (d) The meeting is 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.

**C. Committees**

1. Appointment of Committees. The Board may appoint one or more Board Committees by vote of the majority of Trustees. A Board Standing Committee will consist of not less than two Trustees, who shall serve at the pleasure of the Board.

2. Authority of Board Committees. The Board may delegate to a Board committee any of the authority of the Board, except with respect to:

- a. The election of Trustees.
- b. Filling vacancies on the Board or any committee which has the authority of the Board.
- c. The amendment or repeal of any Board resolution.
- d. The fixing of any compensation for serving on the Board or any committee.
- e. The amendment or repeal of Bylaws or the adoption of new Bylaws.
- f. The appointment of other committees of the Board, or the members of the committees.
- g. The expenditure of corporate funds to support a nominee for Trustee.
- h. The approval of any self-dealing transaction, as defined by the California Nonprofit Public Benefit Corporation Law.

3. Procedures of Committees. The Board may prescribe the manner in which the proceedings of any Board Committee are to be conducted. In the absence of such prescription, a Board Committee may prescribe the manner of conducting its proceedings, except that the regular and special meetings of the Committee are governed by the provisions of these Bylaws with respect to the calling of meetings.

**D. Standard of Care**

1. Performance of Duties. Each Trustee shall perform all duties of a Trustee, including duties on any Board Committee, in good faith, in a manner the Trustee believes to be in the corporation's best interest and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances.

2. Reliance on Others. In performing the duties of a Trustee, a Trustee shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, presented or prepared by:

- a. One or more officers or employees of the corporation whom the Trustee believes to be reliable and competent in the matters presented;
- b. Legal counsel, independent accountants or other persons as to matters that the Trustee believes are within that person's professional or expert competence; or
- c. A Board Committee on which the Trustee does not serve, as to matters within its designated authority, provided the Trustee believes the Committee merits confidence and the Trustee acts in good faith, after reasonable inquiry when the need is indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.

3. Investments. In investing and dealing with all assets held by the corporation for investment, the Board shall exercise the standard of care described above and avoid speculation, looking instead to the permanent disposition of the funds, considering the probable income, as well as the probable safety of the corporation's capital. The Board may delegate its investment powers to others, provided that those powers are exercised within the ultimate direction of the Board. No investment violates this section where it conforms to provisions authorizing such investment contained in an instrument or agreement pursuant to which the assets were contributed to the corporation.

#### **E. Rights of Inspection**

Every Trustee has the right to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation, provided that such inspection is conducted at a reasonable time after reasonable notice, and provided that such right of inspection and copying is not subject to the obligation to maintain the confidentiality of the reviewed information, in addition to any obligations imposed by any applicable federal, state or local law (e.g., FERPA, the Confidentiality in Medical Information Act etc.).

#### **F. Participation in Discussions and Voting At Meetings**

Every Trustee present at a meeting has the right to participate in the discussion and vote on all issues before the Board or any Board Committee, except that any Trustee shall be excused from the discussion and vote on any matter involving: (a) a self-dealing transaction; (b) a conflict of interest, (c) indemnification of that Trustee; or (d) any other matter at the discretion of a majority of the Trustees then present.

#### **G. Duty to Maintain Board Confidences**

Pursuant to the Brown Act, meetings, votes and discussions by the Board and Board committees are open to the public subject to certain limited closed session exceptions. In the case of meetings, votes and discussions conducted in closed session, every Trustee has a duty to maintain the confidentiality of such Board actions, including discussions and votes. Any Trustee violating this confidence may be removed from the Board.

## VI. OFFICERS

### A. Officers

The officers of the corporation consist of a Chair, a President, a Secretary and a Chief Financial Officer (hereinafter "Treasurer"). The corporation also may have such other officers as the Board deems advisable.

1. Chair. Subject to Board control, the Chair has general supervision, direction and control of the affairs of the corporation, and such other powers and duties as the Board may prescribe. If present, the Chair shall preside at Board meetings

2. President. The President (who is referred to as CEO or Executive Director) is responsible for the day-to-day operation of the Corporation, including performing the Chair's duties if the Chair is disabled or not present. The President shall have other such powers and perform such other duties as the Board may prescribe.

3. Secretary. The Secretary shall: (a) keep or cause to be kept, at the corporation's principal office, or such other place as the Board may direct a book of minutes of all meetings of the Board and Board Committees, noting the time and place of the meeting, whether it was annual, regular or special (and if special, how authorized), the notice given, the names of those present, and the proceedings; (b) keep or cause to be kept a copy of the corporation's Articles of Incorporation and Bylaws, with amendments; (c) give or cause to be given notice of the Board and Committee meetings as required by the Bylaws; and (d) have such other powers and perform such other duties as the Board may prescribe.

4. Treasurer. The Treasurer shall: (a) keep or cause to be kept adequate and correct accounts of the corporation's properties, receipts and disbursements; (b) make the books of account available at all times for inspection by any Trustee; (c) deposit or cause to be deposited the corporation's monies and other valuables in the corporation's name and to its credit, with the depositories the Board designates; (d) disburse or cause to be disbursed the corporation's funds as the Board directs; (e) render to the Chair and the Board, as requested but no less frequently than once every fiscal year, an account of the corporation's financial transactions and financial condition; (f) prepare any reports on financial issues required by an agreement on loans; and (g) have such other powers and perform such other duties as the Board may prescribe.

### B. Election, Eligibility and Term of Office

1. Election. The Board shall elect the officers annually at the Annual Meeting or a Regular Meeting designated for that purpose or at a Special Meeting called for that purpose, except that officers elected to fill vacancies shall be elected as vacancies occur.

2. Eligibility. A Trustee may hold any number of offices, except that neither the Secretary nor Treasurer may serve concurrently as the Chair or President.

3. Term of Office. Each officer serves at the pleasure of the Board, holding office until resignation, removal or disqualification from service, or until his or her successor is elected.

### **C. Removal and Resignation**

The Board may remove any officer, either with or without cause, at any time. Such removal shall not prejudice the officer's rights, if any, under an employment contract. Any officer may resign at any time by giving written notice to the corporation, the resignation taking effect on receipt of the notice or at a later date of specified in the notice.

## **VII. NON-LIABILITY OF TRUSTEES**

Subject to applicable provisions of the California Nonprofit Public Benefit Corporation law, the Trustees shall not be personally liable for the corporation's debts, liabilities or other obligations.

## **VIII. INDEMNIFICATION OF CORPORATE AGENTS**

The corporation shall indemnify any Trustee, officer, employee or other agent of this corporation, who has been successful (1) on the merits in defense of any civil, criminal, administrative or investigative proceeding brought to procure a judgment against such person by reason of the fact that he/she is, or was, the corporation's agent, or (2) in defense of any claim, issue or matter therein. In such case, the corporation will provide indemnity against expenses actually and reasonably incurred by the person in connection with such proceeding.

If the corporate agent either settles any such claim or sustains a judgment against him/her, then indemnification against expenses, judgments, fines, settlements and other amounts reasonably incurred in connection with such proceedings shall be provided by this corporation but only to the extent allowed by, and in accordance with the requirements of, the California Nonprofit Public Benefit Corporation Law.

## **IX. INSURANCE FOR CORPORATE AGENTS**

The Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any Trustee, officer, employee or other agent of the corporation, against any liability other than for violating provisions of law relating to self-dealing asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of the California Nonprofit Public Benefit Corporation Law.

## **X. SELF-DEALING TRANSACTIONS**

The corporation shall not engage in any self-dealing transactions, except as approved by the Board. "Self-dealing transaction" means a transaction to which the corporation is a party in which one or more of the Trustees has a material financial interest ("interested Trustee(s)"). Notwithstanding this definition, the following transactions are not self-dealing transactions, and are subject to the Board's general standard of care:

1. The Board's action of fixing a Trustee's compensation as a Trustee or corporate officer; or

2. A transaction which is part of a public or charitable program of the corporation, if the transaction (a) is approved or authorized by the corporation in good faith and without unjustified favoritism, and (b) results in a benefit to one or more Trustees or their families because they are in the class of persons intended to be benefited by the public or charitable program;

## **XI. OTHER PROVISIONS**

### **A. Fiscal Year**

The fiscal year of the corporation begins on July 1 of each year and ends on June 30 of the following year.

### **B. Execution of Instruments**

Except as otherwise provided in these Bylaws, the Board may adopt a resolution authorizing any officer or agent of the corporation to enter into any contract or execute and deliver any instrument in the name of or on behalf of the corporation. Such authority may be general or confined to specific instances. Unless so authorized, no officer, agent or employee shall have any power to bind the corporation by any contract or engagement, to pledge the corporation's credit, or to render it liable monetarily for any purpose or any amount.

### **C. Checks and Notes**

Except as otherwise specifically provided by Board resolution, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the corporation may be signed by the President.

### **D. Construction and Definitions**

Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the California Nonprofit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the foregoing, words in these Bylaws shall be read as the masculine or feminine gender, and as the singular or plural, as the context requires, and the word "person" includes both a corporation and a natural person. The captions and headings in these Bylaws are for convenience of reference only and are not intended to limit or define the scope or effect of any provisions.

### **E. Conflict of Interest**

Any Trustee, officer, key employee, or committee member having an interest in a contract, other transaction or program presented to or discussed by the Board or Board Committee for authorization, approval, or ratification shall make a prompt, full and frank

disclosure of his or her interest to the Board or committee prior to its acting on such contract or transaction.

Such disclosure shall include all relevant and material facts known to such person about the contract or transaction which might reasonably be construed to be adverse to the corporation's interest. The body to which such disclosure is made shall thereupon determine, by majority vote, whether the disclosure shows that a conflict of interest exists or can reasonably be construed to exist.

If a conflict is deemed to exist, such person shall not vote on, nor use his or her personal influence on, nor be present during the discussion or deliberations with respect to, such contract, other transaction or program (other than to present factual information or to respond to questions prior to the discussion). Before authorizing the transaction, the Board shall consider and in good faith decide after reasonable investigation that the Corporation could not obtain a more advantageous agreement with reasonable effort under the circumstances. The minutes of the meeting shall reflect the disclosure made, the vote thereon and, where applicable, the abstention from voting and participation. The Board may adopt conflict of interest policies requiring:

1. Regular annual statements from Trustees, officers, key employees to disclose existing and potential conflict in interest; and,
2. Corrective and disciplinary actions with respect to transgressions of such policies.

For the purpose of this section, a person shall be deemed to have an "interest" in a contract other transaction or program if he or she has a direct financial interest, is the party (or one of the parties) contracting or dealing with the corporation, or is a director, trustee or officer of, or has a significant financial or influential interest in the entity contracting or dealing with the corporation.

To ensure that the Corporation and the Board adhere to the highest ethical standards, and avoid both the existence and the appearance of conflict of interest, the Board may develop and adopt guidelines for itself and the Corporation addressing such issues as: (1) recusal guidelines for Directors and employees; (2) ethics policies; (3) privacy policies; and (4) document retention policies.

#### **F. Interpretation of Charter**

Whenever any provision of these Bylaws are in conflict with the provisions of any LPS school's charter, the provisions of these Bylaws control.

## **XII. AMENDMENT**

A majority of the Trustees may adopt, amend or repeal these Bylaws.

**LEADERSHIP PUBLIC SCHOOLS, INC.**

**Resolution of the Executive Committee of the Board of Trustees**

RESOLUTION NO: 2011-32

**Resolution Amending Leadership Public Schools, Inc. Bylaws**

**WHEREAS**, LPS management recommends to the Executive Committee that the LPS Bylaws be amended to correctly reflect the new address of the Home Office.

**IT IS RESOLVED**, the Executive Committee of the LPS Board of Trustees approves amending Section III of the LPS Bylaws to read as follows:

**III. PRINCIPAL OFFICE**

The corporation's principal office shall be at 344 Thomas L. Berkley Way, Suite 340, Oakland, CA 94612 or at such other place as the Board may select by resolution or amendment of the Bylaws. The Secretary shall note any change in principal office on the copy of the Bylaws maintained by the Secretary.

ADOPTED by the Executive Committee of the LPS Board of Trustees during a special meeting on December 1, 2011.

  
\_\_\_\_\_  
JR Matthews, Chair  
December 1, 2011





## **Appendix B: LPS Board of Director Roster and Biographies**

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### **Josefina Alvarado-Mena**

Ms. Alvarado-Mena is the Chief Executive Officer of Safe Passages, an Oakland-based non-profit specializing in cross-agency collaboration focusing on improving the health and safety of children and youth. Under Josefina's leadership, Safe Passages established a Joint Powers Agreement between the cities of Oakland and San Lorenzo, Alameda County Departments of Probation, Health and Social Services, and the Oakland and San Lorenzo school districts. Josefina also serves as the CEO of the affiliated Youth Ventures. Their major initiatives include wrap-around intervention programs for middle school, violence prevention curricula K-8, an early childhood program for children exposed to violence, and a young offender intervention program. She is the former Director of the Educational Empowerment Program at Centro Legal de la Raza, a legal aid clinic, in Oakland and the former Executive Director of Student, Family and Community Services for the Oakland Unified School District. Ms. Alvarado-Mena is the recipient of the James Irvine Foundation's Leadership Award with an accompanying grant for Safe Passages. Ms. Alvarado-Mena received her B.A. and J.D. from the University of California at Berkeley.

### **Cecily Cameron**

Ms. Cameron has 15 years of business experience in the financial services, high tech, non-profit and retail industries. She worked as a consultant with McKinsey and Company for five years, and her last position was Vice President of Strategy and Business Development at Old Navy. Ms. Cameron is a Trustee of Gateway High School and Marin Country Day School, serves on the Bay Area board for Peer Health Exchange, and is a member of New Schools' Leadership Council. She is a past board member of the San Francisco Zoological Society. Ms. Cameron graduated with a B.A. from Princeton University and an M.B.A. from Stanford Graduate School of Business.

### **Adam Cioth**

Mr. Cioth has a background in finance and education. He worked as an investment banker for ten years at Goldman Sachs in New York and for five years for Volpe Brown Whelan in San Francisco where he served as Head of the Investment Banking Division before launching his own advisory firm, Rolling Hills Capital, serving early-stage technology companies. For the past ten years Mr. Cioth has served on the board of directors of the French American International School and International High School, including two years as Chair of the Finance Committee and six years as Chair of the Board. Since 2003, Mr. Cioth has served on the Advisory Board of the California HealthCare Foundation's Leadership Program involved with curriculum development, program marketing and selection of program fellows. Mr. Cioth received a B.A. from Princeton University, studied graduate-level International Economics at the Université François Rabelais in Tours, France, and received an M.B.A. from the Stanford Graduate School of Business.

**Larry Cuban**

Mr. Cuban is a Professor of Education Emeritus at Stanford University. He taught courses in the methods of teaching social studies, the history of school reform, curriculum, and instruction, and leadership. He has been faculty sponsor of the Stanford/Schools Collaborative and Stanford's Teacher Education Program. Mr. Cuban's background prior to becoming a professor includes 14 years of teaching high school social studies in inner-city schools, directing a teacher education program that prepared returning Peace Corps volunteers to teach in inner-city schools, and serving seven years as a district superintendent of the Arlington, Virginia Public Schools. Mr. Cuban received a B.A. from the University of Pittsburgh, an M.A. from Cleveland's Case-Western Reserve University and a Ph.D. from Stanford University. His major research interests focus on the history of curriculum and instruction, educational leadership, school reform and the uses of technology in classrooms and have resulted in numerous books and publications.

**Sandy Dean**

Mr. Dean is a founding member of Sansome Partners, a direct investment firm in San Francisco. With Sansome for ten years, he has been involved with a variety of private and public equity investments. Mr. Dean currently serves as the Chairman of Mendocino Redwood Co LLC, the largest FSC certified operator of redwood timberlands in California. Mr. Dean has a B.A. degree in Electrical Engineering from Duke University, and an M.B.A. from the Stanford Graduate School of Business. Mr. Dean has previously served on the board of the Bay Area Discovery Museum.

**Marsha Dugan**

Ms. Dugan is a former businessperson, now active in civic affairs and caring for her family. Ms. Dugan's business background includes 12 years in the oil and gas exploration business, time in Prague with the MBA Enterprise Corps, and work in branding with Prophen. She is active with the St. James Church, serving on the vestry, and co-chairing their program for homeless meals. Ms. Dugan holds a B.A. from Randolph Macon Women's College and an M.B.A. from UNC Chapel Hill.

**D'Lonra Ellis**

Ms. Ellis is Associate Corporate Counsel with Gap, Inc., where she specializes in intellectual property matters. Previously, she was an associate with Howard Rice Nemerovski Canady Falk & Rabkin's Litigation Department where she worked on a wide variety of cases, ranging from employment litigation matters to trademark litigation matters. She also represented Leadership Public Schools on a pro bono basis. Ms. Ellis grew up in Richmond, California. She currently sits on the Board of Lighthouse Community Charter School in Oakland, California.

**Mutiu Fagbayi**

Mr. Fagbayi is Founder, President and CEO of Performance Fact, an educational consulting firm that specializes in educational reform. He has an extensive background in facilitating and coaching educational leaders and their teams at the national, state and local levels. His areas of focus include strategic planning and school improvement; creating and sustaining high-performing learning organizations; implementing accountability systems; developing leadership at all levels; and building trust.

**Karene Gray, Parent Representative, LPS College Park**

Pastor Karene Gray is a native of Oakland. For the past 20 years, she has devoted her life to her ministry, serving poor communities in East Oakland and San Francisco. Pastor Gray is the CEO of Executek, a multi-service nonprofit organization that helps formerly incarcerated men and women in East Oakland take charge of their lives and transition successfully into the community. As Chaplin and Self Esteem Workshop facilitator for the Epiphany House of San Francisco, Pastor Gray creates a safe haven for women who healing from the chains of substance abuse, physical abuse and loneliness. Pastor Gray is a loving mother and grandmother. She and her husband are raising six of their nine grandchildren, two of whom attend LPS College Park. These two grandchildren went from barely passing to making the honor roll and being involved in many community activities.

**Heather Hiles**

Ms. Hiles is CEO of RippleSend, Inc. Prior to joining RippleSend, she was Founder and CEO of the Hiles Group, a firm that provided strategic and operational support to a wide range of foundations, family enterprises, corporations, public agencies and nonprofit organizations. She has 20 years of experience in K-adult education, ranging from direct service, to policy development and grant-making. Ms. Hiles was the first CEO of San Francisco Works, a nationally recognized public-private workforce development intermediary, and a cofounder of EARN, a city-wide asset accumulation and economic development program for low-income families. Prior to SFWorks, she created and ran the Affluent Market Practice for Spectrem Group, a financial services consulting firm. Her early career was spent in direct service and program management with educational programs serving low-income teens and families in the Bay Area. Ms. Hiles served as a Commissioner of the San Francisco Board of Education and a member of the San Francisco Workforce Investment Board. In 2003, she was Communications Director for the Gavin Newsom for Mayor Campaign. She holds a M.B.A. with emphasis in Finance and Strategic Planning from Yale University School of Management, and a B.A., with honors in Development Studies from the University of California at Berkeley. She is a Coro Fellow.

**Mark Kushner**

Mr. Kushner is CEO of Flex Public Schools, a nonprofit operating California's first fulltime hybrid schools, combining the best of online education with traditional education in partnership with K12, Inc., where he also serves as a VP for School Partnerships. Mr. Kushner founded and was the initial CEO of Leadership Public Schools from 2002-2008. A former attorney, high school English teacher and Principal, he previously founded the first urban startup charter high school in California, which has one of the highest graduation rates for African Americans and Latinos in the state. He founded and continues to serve as a member of the California Advisory Commission on Charter Schools, which advises the California State Board of Education on all charter matters. He teaches a course on School Choice at Stanford University's Graduate School of Business and School of Education, and serves on a number of nonprofit boards, including the boards of San Francisco University High School and the Town School for Boys. Education honors include the Harvard Club of San Francisco's Secondary School Educator of the Year and the Hart Vision Award for School Site Administrator, the highest award given to charter school educators in California. Mr. Kushner received a B.A. from Wesleyan University and completed graduate work in literature, law and educational administration at the Center for Medieval and

Renaissance Studies (affiliated with Keble College, Oxford University), University of San Francisco (J.D.) and Harvard University (Ed.M.). He is married with two children.

**JR Matthews, Board Chair**

Mr. Matthews is a Managing Director of Tregaron Capital, a Palo Alto based private investment firm. He is a current member of the Alliance of Chief Executives. He currently sits on the Boards of Pump It Up (PIU Management) and EMSI. His previous work experience includes ten years as Chief Executive Officer of a group of wholesale, retail and real estate companies with more than 300 employees. Mr. Matthews received a BSE in Electrical Engineering from Duke University with Distinction and an M.B.A. from Harvard Business School.

**Stu McLaughlin, Board Treasurer**

Mr. McLaughlin is a partner at Sansome Partners, a San Francisco-based investment firm. Previously, he worked in venture capital and as a management consultant. Mr. McLaughlin was on the Board of The Breakthrough Collaborative, where he served as treasurer. He holds an M.B.A. from Stanford and a B.A. from Williams College.

**Jack R. Selby**

Mr. Selby co-founded Clarium Capital Management, a macro hedge fund based in San Francisco. He was previously a company Director and Senior Vice President at PayPal, Inc. and Vice President at GFTA Analytics GmbH, a Düsseldorf-based financial consulting company. Mr. Selby earned a B.A. degree in Economics from Hamilton College.

**Nicole Sheehan**

Ms. Sheehan is involved in fundraising for Stanford University, Sidwell Friends School and Lick-Wilmerding High School. She recently completed six years of service on the Board of The Bay Area Discovery Museum, serving three years on the executive committee. Ms. Sheehan has an extensive work history, including investment banking and portfolio management, most recently at AT Symphony Asset Management. Ms. Sheehan received a B.A. from Stanford University and an M.B.A. from Harvard Business School.

**Alex Terman, Board Vice Chair**

Mr. Terman is co-founder and CEO of Digital Parent, an online parent education service. He also serves on the board of Rocketship Education, a non-profit charter management organization. Previously, Mr. Terman served as Chief Business Officer of the Stupski Foundation, an operating foundation focused on transforming urban school districts, and as a founding staff member and Chief Operating Officer of Leadership Public Schools. Prior to joining LPS, Alex worked at America Online, Bain & Company and as a John Gardner Fellow in the Office of the United States Trade Representative. He also completed the Broad Residency in Urban Education, which prepares participants for leadership positions within public education. Alex has a B.A. degree in History from the University of California at Berkeley and an M.B.A. from the Stanford Graduate School of Business.

**Ricardo Toyloy**

Mr. Toyloy has 20+ years of business experience designing and developing technology strategies, including technically qualifying customers and assisting sales teams by interfacing

with technical decision makers. Additionally, he has worked with customers and business partners at various companies prototyping and implementing corporate products and service solutions. His current position is in IT Vendor Management for Citigroup's Strategic Infrastructure Services. He also worked many years at Raychem Corporation, now known as Tyco Electronics, where he designed and implemented the infrastructure solution for the manufacturing division. While at Raychem he served on the SAP core team implementing the new corporate solutions worldwide. He has volunteered his entire career helping children and young adults achieve their full potential. Mr. Toyloy graduated with a business degree in Information Technology at the University of Phoenix.

**Ana Olazava Broadbent, Teacher Representative, LPS San Jose**

Ana Olazava Broadbent is the Academic & College Counselor at LPS San Jose. She previously worked a number of years with the University of California, providing outreach and resources to under-represented high school students for college preparation and eligibility. She also has worked with Adolescent Counseling services working with foster and at-risk youth in group homes. Ana holds a B.A. in Psychology/Legal Studies from the University of California, Santa Cruz, and a M.A. in Education with a P.P.S credential from San Jose State University.

**Karen Eulloqui, Student Representative, LPS San Jose**

Karen Eulloqui is at 10<sup>th</sup> grade student at LPS San Jose.

**Dr. Louise Bay Waters, Board President**

Dr. Louise Bay Waters is the Superintendent and CEO of Leadership Public Schools. Dr. Waters comes to LPS from the Stupski Foundation where she headed research on districts that have accelerated the performance of students of color and poverty. Her work at Stupski built off of her experience in the Oakland Unified School District. As Associate Superintendent of Student Achievement in Oakland, Dr. Waters led the instructional reforms from 2001 – 2004 that resulted in district achievement gains that out-paced the State. She was also responsible for Oakland's exit from two long-standing Office of Civil Rights oversight decrees related to bilingual education and disparate academic opportunities for African American students. As a principal in the New Haven district (Union City), she designed award-winning assessment and extended day programs. Prior to her career in district administration, Dr. Waters led the state's first new teacher program, a partnership between Oakland and the California State University, East Bay. As a professor of Teacher Education at the university, she was head of a number of urban teacher preparation programs.

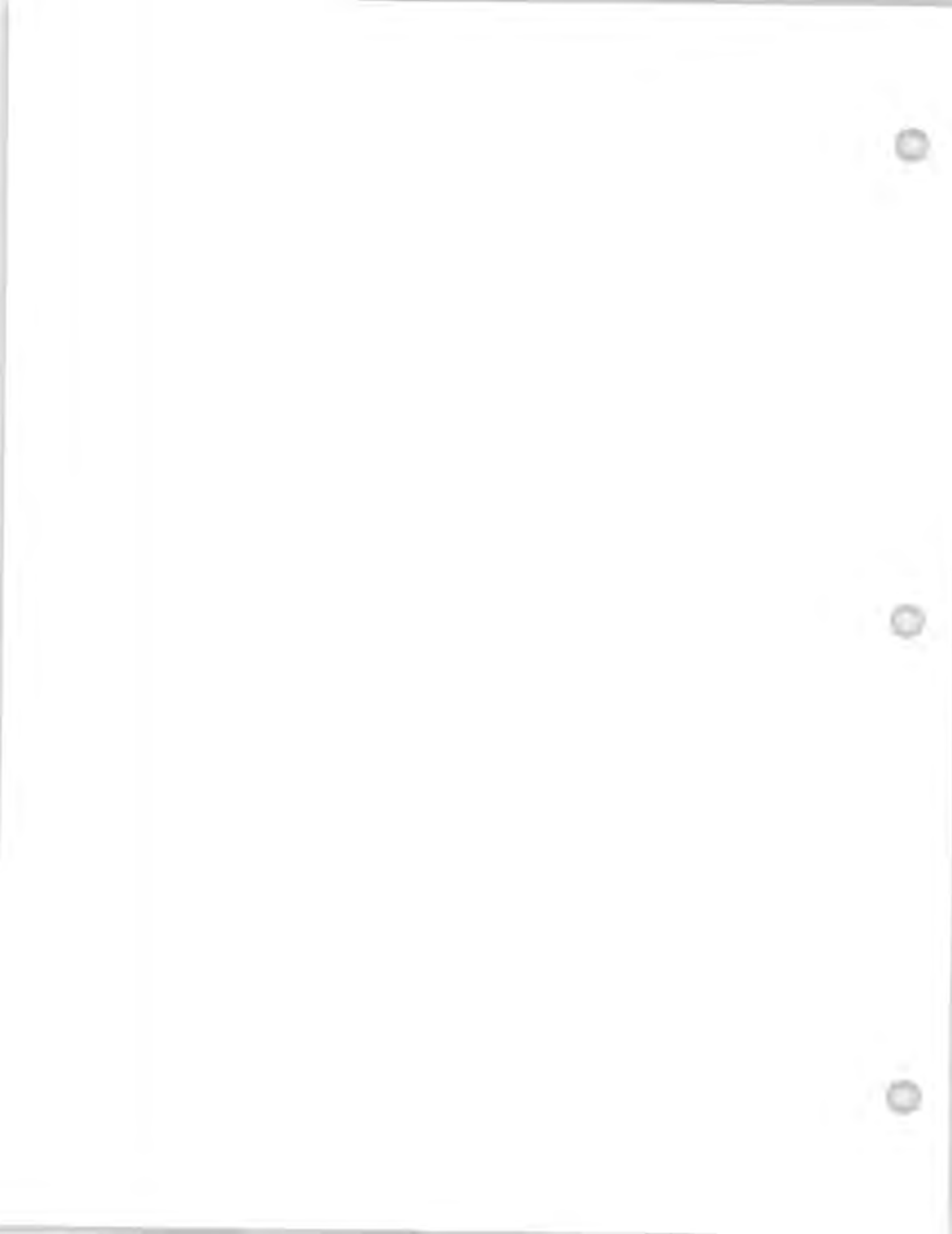
**2011-12 LPS Board of Directors Roster**

**Contact Information for LPS Board Members:**

**Leadership Public Schools  
344 Thomas L. Berkley Way, Ste. 340  
Oakland, CA 94612  
phone: 510.830.3780**

	<b>Name</b>	<b>Email</b>	<b>Start of Member's Term</b>	<b>End of Member's Term</b>	<b>Board Role</b>	<b>Start of Officer's Term</b>	<b>End of Officer's Term</b>
1	Josefina Alvarado-Mena	<a href="mailto:LPSBoard@leadps.org">LPSBoard@leadps.org</a>	7/1/2009	Term I: 6/30/2012	Member: Education, Student Support ad hoc working groups		
2	Cecily Cameron	<a href="mailto:LPSBoard@leadps.org">LPSBoard@leadps.org</a>	7/1/2010	Term I: 6/30/2013	Member: Committee on Trustees, Student Support ad hoc working group		
3	Adam Cioth	<a href="mailto:LPSBoard@leadps.org">LPSBoard@leadps.org</a>	7/1/2011	Term I: 6/30/2014	Member: Executive Committee; Chair, Committee on Trustees		
4	Larry Cuban	<a href="mailto:LPSBoard@leadps.org">LPSBoard@leadps.org</a>	7/1/2010	Term I: 6/30/2013	Member: Education ad hoc working group		
5	Sandy Dean	<a href="mailto:LPSBoard@leadps.org">LPSBoard@leadps.org</a>	7/1/2006	Term II: 6/30/2012	Member: Executive Committee, Finance Committee		
6	Marsha Dugan	<a href="mailto:LPSBoard@leadps.org">LPSBoard@leadps.org</a>	7/1/2009	Term I: 6/30/2012	Member: Executive Committee; Chair, Student Support ad hoc working group		
7	D'Lonra Ellis	<a href="mailto:LPSBoard@leadps.org">LPSBoard@leadps.org</a>	7/1/2010	Term I: 6/30/2013	Member: Finance Committee, Special Assignment: legal support		
8	Karen Eulloqui	<a href="mailto:LPSBoard@leadps.org">LPSBoard@leadps.org</a>	7/1/2011	Term I: 6/30/2012	Student Representative: LPS San Jose		
9	MutiFagbayi	<a href="mailto:LPSBoard@leadps.org">LPSBoard@leadps.org</a>	7/1/2008	Term II: 6/30/2014	Member: Education ad hoc working group		
10	Karene Gray	<a href="mailto:LPSBoard@leadps.org">LPSBoard@leadps.org</a>	7/1/2011	Term II: 6/30/12	Parent Representative: LPS College Park		

11	Heather Hiles	<a href="mailto:LPSBoard@leadps.org">LPSBoard@leadps.org</a>	7/1/2006	Term II: 6/30/2012	Board Secretary: Executive Committee, Member, Technology ad hoc working group	7/1/2011	6/30/2012
12	Mark Kushner	<a href="mailto:LPSBoard@leadps.org">LPSBoard@leadps.org</a>	7/1/2008	Term II: 6/30/2014	Member: Technology ad hoc working group		
13	JR Matthews	<a href="mailto:LPSBoard@leadps.org">LPSBoard@leadps.org</a>	7/1/2007	Term II: 6/30/2013	Board Chair: Executive Committee, Co-Chair, Development Committee, Member: Finance Committee, Committee on Trustees, Technology ad hoc working group	7/1/2011	6/30/2012
14	Stu McLaughlin	<a href="mailto:LPSBoard@leadps.org">LPSBoard@leadps.org</a>	7/1/2009	Term I: 6/30/2012	Board Treasurer: Executive Committee. Chair, Finance Committee	7/1/2011	6/30/2012
15	Ana Olazava Broadbent	<a href="mailto:LPSBoard@leadps.org">LPSBoard@leadps.org</a>	7/1/2011	Term I: 6/30/12	Teacher Representative: LPS San Jose		
16	Jack Selby	<a href="mailto:LPSBoard@leadps.org">LPSBoard@leadps.org</a>	7/1/2007	Term II: 6/30/2013	Member: Finance Committee		
17	Nicole Sheehan	<a href="mailto:LPSBoard@leadps.org">LPSBoard@leadps.org</a>	7/1/2011	Term I: 6/30/2014	Co-chair, Development Committee		
18	Alex Terman	<a href="mailto:LPSBoard@leadps.org">LPSBoard@leadps.org</a>	12/1/2008	Term II: 12/01/2014	Board Vice Chair: Executive Committee, Member: Education ad hoc working group	7/1/2011	6/30/2012
19	Ricardo Toyloy	<a href="mailto:LPSBoard@leadps.org">LPSBoard@leadps.org</a>	7/1/2011	Term I: 6/30/2014	Member: Finance Committee, Technology ad hoc working group		
20	Louise Waters	<a href="mailto:LPSBoard@leadps.org">LPSBoard@leadps.org</a>	7/1/2008	Term: N/A	Board President: CEO & Superintendent, Member, Executive Committee, Ex officio member of all committees	7/1/2008	6/30/2012

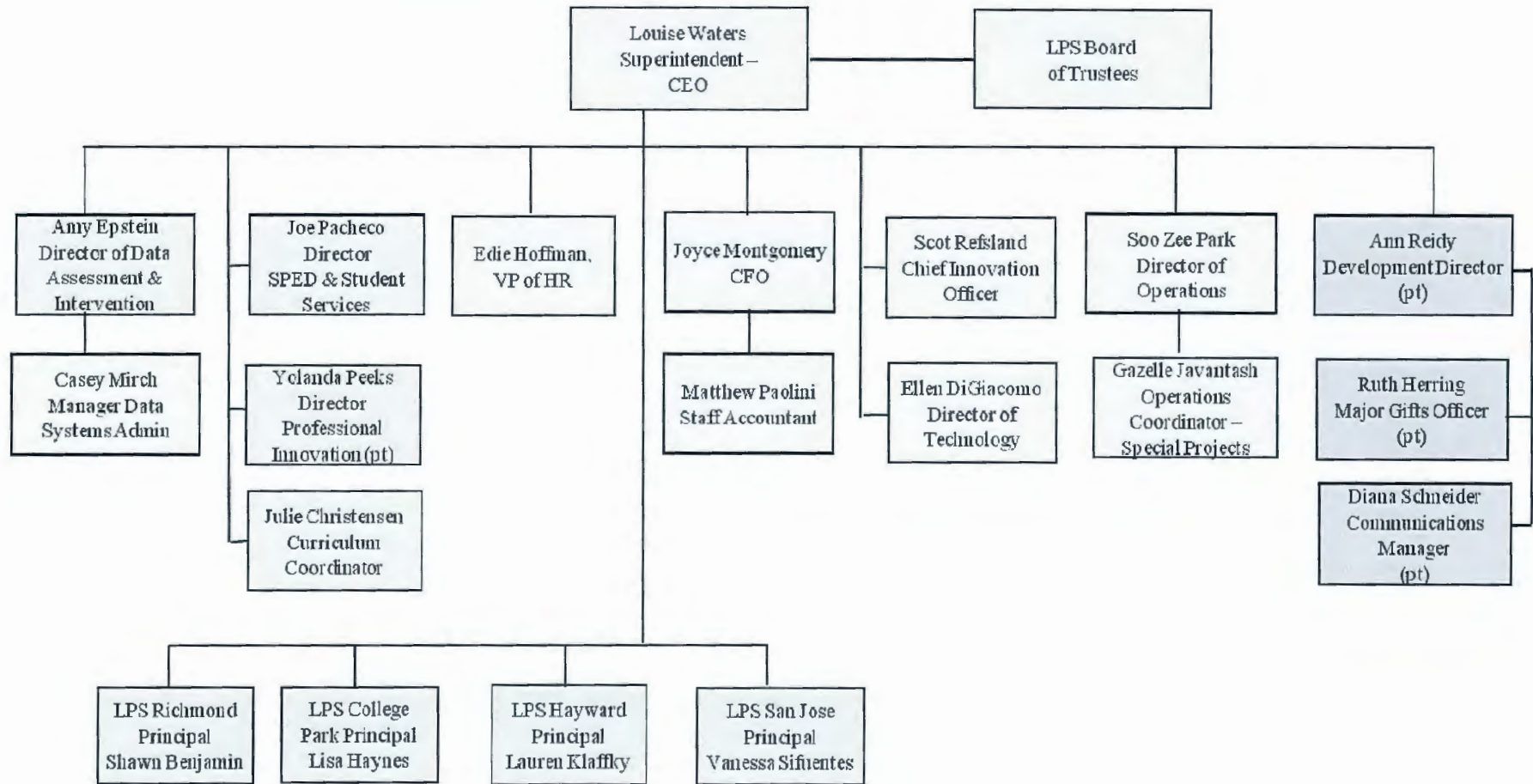




**Appendix C:  
LPS Organizational Charts and  
Administrator Contact Information**

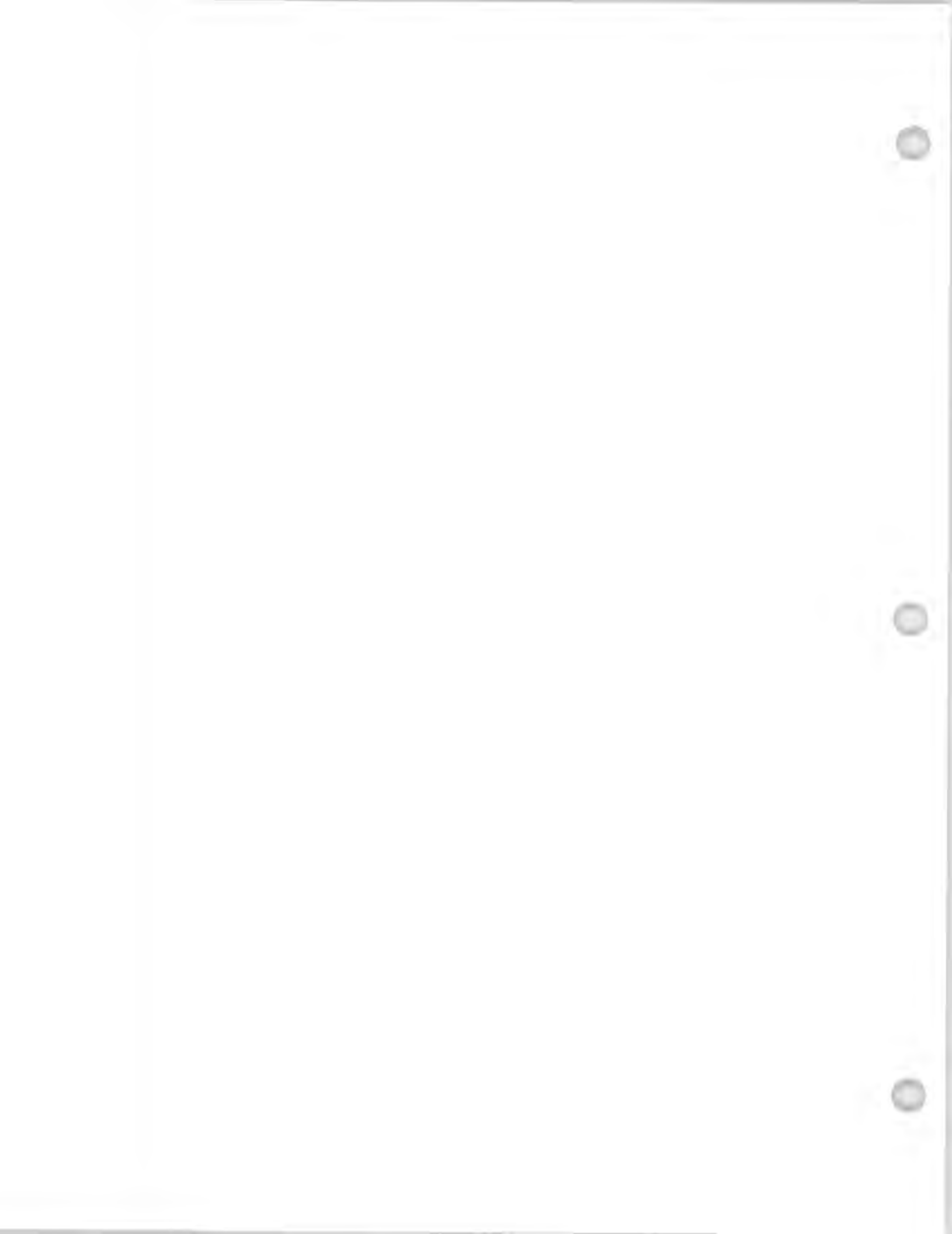
<b>Home Office Information</b>			
Leadership Public Schools, Inc			
344 Thomas L. Berkley Way, Suite 340, Oakland, CA 94612			
Main Phone Number 510-830-3780			
Main Fax Number 510-225-2575			
HR Fax Number 510-225-2550			
General Mailbox Ext: 210			
<b>Name</b>	<b>Position</b>	<b>Email Address</b>	<b>Phone</b>
Ellen DiGiacomo	Director of Technology	ediacomo@leadps.org	Ext. 213
Edie Hoffman	VP of Human Resources	ehoffman@leadps.org	Ext: 214
Ruth Herring	Board Liaison / Major Gifts Officer	rherring@leadps.org	Ext: 215
Ann Reidy	Development Director	areidy@leadps.org	Ext: 216
Julie Christensen	Curriculum Manager	jchristensen@leadps.org	Ext. 217
Joyce Montgomery	CFO	jmontgomery@leadps.org	Ext: 218
Diana Schneider	Communications Manager	dschneider@leadps.org	Ext: 220
Casey Mirch	Manager of Data & Systems Admin	cmirch@leadps.org	Ext: 222
Scot Refsland	Chief Innovation Officer	srefsland@leadps.org	Ext: 224
Soo Zee Park	Director of Operations	spark@leadps.org	Ext: 225
Amy Epstein	Director of Data, Assessment & Intervention	aepstein@leadps.org	Ext. 230
Matthew Paolini	Staff Accountant	mpaolini@leadps.org	Ext: 233
Louise Waters	Superintendent & CEO	lwaters@leadps.org	Ext: 240
Gazelle Javantash	Operations & Special Projects Manager	gjavantash@leadps.org	Ext: 241
Joe Pacheco	Director of Special Ed & Student Services	jpacheco@leadps.org	408-829-6872

**Leadership Public Schools**  
**Leadership Public Schools Organizational Chart**



**Appendix D:**  
**Verification of Brown Act Training for**  
**LPS Administration and Board of Directors**

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344 Thomas L. Berkley Way, Suite 340  
Oakland, CA94612

Tel: 510.830.3780  
Fax: 510.225.2575  
Email: info@leadps.org

HR Fax: 510.225.2550  
Web: www.leadps.org

## Leadership Public Schools, Inc.

### Brown Act Verification December 2, 2011

The undersigned CEO of Leadership Public Schools, Inc. ("LPS"), a California nonprofit public benefit corporation, hereby verifies the following to West Contra Costa Unified School District ("WCCUSD"), Leadership Public Schools Richmond's charter authorizer and attendance area school district:

1. The undersigned acknowledges that, LPS complies with all applicable State and Federal laws;
2. LPS voluntarily makes reasonable efforts to comply with laws which generally apply to public agencies such as the Brown Act (Cal. Gov. Code §§ 54950 *et seq.*); and
3. LPS Administration and LPS Board of Trustees received Brown Act Training on August 2, 2011 and October 6, 2011 respectively in accordance with the Operational MOU between LPS and WCCUSD.

---

Louise Bay Waters, CEO  
Leadership Public Schools, Inc



**Appendix E:**  
**2011-12 Governing Board Meeting Schedule and Conflict of  
Interest Policy for Leadership Public Schools**

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**LEADERSHIP PUBLIC SCHOOLS, INC.**  
**Board of Trustees Resolution**

RESOLUTION NO: 2011-19

**Resolution setting the meeting schedule of the regular meetings for the Leadership Public Schools, Inc. Board of Trustees**

**WHEREAS;** the Leadership Public Schools, Inc. is a Public Benefit Not-For-Profit Corporation, and

**WHEREAS;** Leadership Public Schools, Inc. desires to publish the calendar of regular meetings of the Board of Trustees for the Academic year 2011- 2012 so that the public can be informed that such meetings are scheduled and will occur, and

**WHEREAS;** regular meetings of the Board of Trustees are now scheduled for the first Thursday of the month for the months of October 2011, December, 2011, March 2012, and the last Thursday of the month for the month of May 2012.

**IT IS RESOLVED,** the LPS Board of Trustees hereby approves this calendar schedule for the regular meetings of the Executive Committee and will publish these dates accordingly.

ADOPTED by the Board of Trustees of Leadership Public Schools on October 6, 2011.



---

JR Matthews, Board Chair  
October 6, 2011



**LEADERSHIP PUBLIC SCHOOLS, INC.**  
**Board of Trustees Resolution**

RESOLUTION NO: 2009-18

**Resolution Regarding Conflict of Interests for Trustees and Officers of LPS**

Based on the recommendation of the Committee on Trustees (the "COT")

WHEREAS, Leadership Public Schools has a Standing Conflict of Interest Policy in conformance with the letter and intent of law, and

WHEREAS, that policy states that:

*Any Trustee, officer, key employee, or committee member having an interest in a contract, other transaction or program presented to or discussed by the Board or Board Committee for authorization, approval, or ratification shall make a prompt, full and frank disclosure of his or her interest to the Board or committee prior to its acting on such contract or transaction. Such disclosure shall include all relevant and material facts known to such person about the contract or transaction which might reasonably be construed to be adverse to the corporation's interest. The body to which such disclosure is made shall thereupon determine, by majority vote, whether the disclosure shows that a conflict of interest exists or can reasonably be construed to exist. If a conflict is deemed to exist, such person shall not vote on, nor use his or her personal influence on, nor be present during in the discussion or deliberations with respect to, such contract or transaction (other than to present factual information or to respond to questions prior to the discussion). The minutes of the meeting shall reflect the disclosure made, the vote thereon and, where applicable, the abstention from voting and participation.*

And,:

WHEREAS, Additional clarification of specific conflicts and actions may be helpful to trustees and officers,

THEREFORE, BE IT RESOLVED that the attached **Leadership Public Schools: Recusal Guide (6/14/09)** be approved.

ADOPTED by the LPS Board of Trustees during a regular meeting on June 14, 2009.



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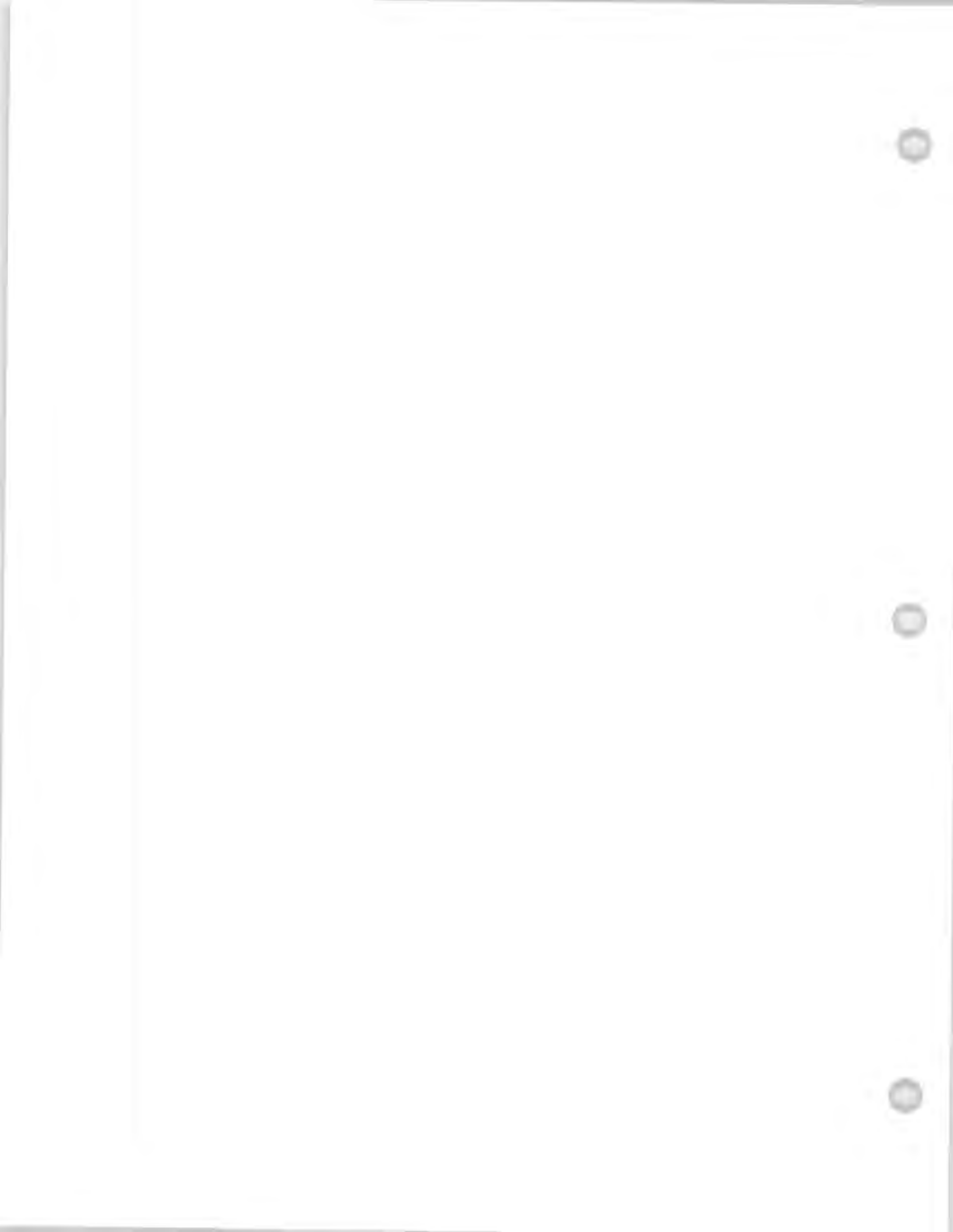
Scott Pearson  
Board Chair  
June 14, 2009

Leadership Public Schools: Recusal Guide (6/14/09)

Issue	Recommended Action for Board Member who is...				
	Not LPS Affiliated	CEO	Other LPS Employee*	Parent Board Representative	Student Representative
Compensation and/or benefits programs, policies, and practices	No restrictions	<b>Vote:</b> No <b>Discussion:</b> No <b>In Room:</b> Yes <b>Prior Comments:</b> Yes	<b>Vote:</b> No <b>Discussion:</b> No <b>In Room:</b> Yes <b>Prior Comments:</b> Yes	No restrictions	No restrictions
Employment programs, policies, and practices	No restrictions	If it directly concerns the CEO: <b>Vote:</b> No <b>Discussion:</b> No <b>In Room:</b> Yes <b>Prior Comments:</b> Yes Otherwise no restrictions	If it relates to the employee or his/her workgroup: <b>Vote:</b> No <b>Discussion:</b> No <b>In Room:</b> Yes <b>Prior Comments:</b> Yes Otherwise no restrictions	No restrictions	No restrictions
Personnel actions and student discipline actions	No restrictions	If it relates to the CEO or a direct report: <b>Vote:</b> No <b>Discussion:</b> No <b>In Room:</b> No <b>Prior Comments:</b> Yes Otherwise no restrictions	For personnel actions: <b>Vote:</b> No <b>Discussion:</b> No <b>In Room:</b> Yes (except if relates to teacher in the same school) <b>Prior Comments:</b> Yes No restrictions for student discipline actions	No restrictions unless it relates to the Parent Representative's own child, in which case: <b>Vote:</b> No <b>Discussion:</b> No <b>Prior Comments:</b> Yes	<b>Vote:</b> No <b>Discussion:</b> No <b>In Room:</b> No <b>Prior Comments:</b> Yes
Budget	No restrictions	No restrictions	If the budget voted on affects the employee's workgroup: <b>Vote:</b> No <b>Discussion:</b> No <b>In Room:</b> Yes <b>Prior Comments:</b> Yes Otherwise no restrictions	If the budget voted on affects the school of the parent's child: <b>Vote:</b> No <b>Discussion:</b> No <b>In Room:</b> Yes <b>Prior Comments:</b> Yes Otherwise no restrictions	If the budget voted on affects the student's school: <b>Vote:</b> No <b>Discussion:</b> No <b>In Room:</b> Yes <b>Prior Comments:</b> Yes Otherwise no restrictions

Issue	Recommended Action for Board Member who is...				
	Not LPS Affiliated	CEO	Other LPS Employee*	Parent Board Representative	Student Representative
General conflict of interest (applies to all board members and their immediate families)	The bylaws also state that "Any Trustee...having an interest in a contract, other transaction or program presented to or discussed by the Board or Board Committee for authorization, approval, or ratification shall make a prompt, full and frank disclosure of his or her interest to the Board or committee prior to its acting on such contract or transaction. Such disclosure shall include all relevant and material facts known to such person about the contract or transaction which might reasonably be construed to be adverse to the corporation's interest. The body to which such disclosure is made shall thereupon determine, by majority vote, whether the disclosure shows that a conflict of interest exists or can reasonably be construed to exist. If a conflict is deemed to exist, such person shall not vote on, nor use his or her personal influence on, nor be present during in the discussion or deliberations with respect to, such contract or transaction (other than to present factual information or to respond to questions prior to the discussion). The minutes of the meeting shall reflect the disclosure made, the vote thereon and, where applicable, the abstention from voting and participation. "				

- "Prior submission" is a presentation, in person or in writing, delivered to the Board prior to the Board beginning its discussion
  - "In Room" applies whether in open or closed session
  - Any element of this guide may be overturned by majority vote in a manner consistent with Board bylaws
  - Nothing in this guide should be construed as being in conflict with the Brown Act, Board bylaws, or applicable laws
- \* For the purpose of the conflict of interest policy, "Employee" also includes any Board member who has a family member that is an employee



**Appendix F:**  
**Insurance Coverage for Leadership Public Schools**

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**ALLIANCE OF SCHOOLS FOR COOPERATIVE INSURANCE PROGRAMS (ASCIP)**

**GENERAL AND AUTOMOBILE LIABILITY**

**MEMORANDUM OF COVERAGE**

**DECLARATIONS**

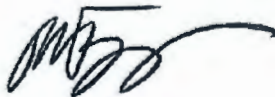
**COVERED PARTY: LEADERSHIP PUBLIC SCHOOLS**

**COVERAGE PERIOD: 12:01 A.M. JULY 1, 2011 TO  
12:01 A.M. JULY 1, 2012**

**MOC NUMBER: 134**

**SIR / RETENTION: Dollar One**

**COVERAGE LIMIT: \$5,000,000 Combined Single Limit Per Occurrence**



\_\_\_\_\_  
Authorized Signature

(Please refer to the actual Memorandum of Coverage and/or policies for terms, conditions, sub-limits, and limits.)



**Alliance of Schools for Cooperative Insurance Programs**

16550 Bloomfield Avenue, Cerritos, CA 90703 (562) 404-8029

**ALLIANCE OF SCHOOLS FOR COOPERATIVE INSURANCE PROGRAMS (ASCIP)**

**PROPERTY**

**MEMORANDUM OF COVERAGE**

**DECLARATIONS**

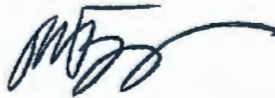
**COVERED PARTY:** LEADERSHIP PUBLIC SCHOOLS

**COVERAGE PERIOD:** 12:01 A.M. JULY 1, 2011 TO  
12:01 A.M. JULY 1, 2012

**MOC NUMBER:** 134

**DEDUCTIBLE:** \$5,000

**COVERAGE LIMIT:** Replacement cost subject to policy limits, terms, and conditions



\_\_\_\_\_  
Authorized Signature

(Please refer to the actual Memorandum of Coverage and/or policies for terms, conditions, sub-limits, and limits.)



**Alliance of Schools for Cooperative Insurance Programs**

16550 Bloomfield Avenue, Cerritos, CA 90703 (562) 404-8029

**ALLIANCE OF SCHOOLS FOR COOPERATIVE INSURANCE PROGRAMS (ASCIP)**

**AUTOMOBILE PHYSICAL DAMAGE**

**MEMORANDUM OF COVERAGE**

**DECLARATIONS**

**COVERED PARTY: LEADERSHIP PUBLIC SCHOOLS**

**COVERAGE PERIOD: 12:01 A.M. JULY 1, 2011 TO  
12:01 A.M. JULY 1, 2012**

**MOC NUMBER: 134**

**DEDUCTIBLES:**

**COMPREHENSIVE: \$1,500 for each covered automobile**

**COLLISION: \$1,500 for each covered automobile**



\_\_\_\_\_  
Authorized Signature

(Please refer to the actual Memorandum of Coverage and/or policies for terms, conditions, sub-limits, and limits.)



**Alliance of Schools for Cooperative Insurance Programs**

16550 Bloomfield Avenue, Cerritos, CA 90703 (562) 404-8029



**ALLIANCE OF SCHOOLS FOR COOPERATIVE INSURANCE PROGRAMS (ASCIP)**

**COMPREHENSIVE CRIME**

**MEMORANDUM OF COVERAGE**

**DECLARATIONS**

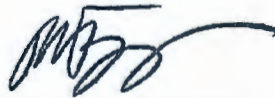
**COVERED PARTY:** LEADERSHIP PUBLIC SCHOOLS

**COVERAGE PERIOD:** 12:01 A.M. JULY 1, 2011 TO  
12:01 A.M. JULY 1, 2012

**MOC NUMBER:** 134

<b>COVERAGE AND LIABILITY LIMITS:</b>	(1) Employee Theft; Forgery or Alteration; Computer Fraud; Funds Transfer Fraud; Money Orders & Counterfeit Currency;	\$3,500,000
	(2) Faithful Performance of Duties	\$3,500,000
	(3) Theft of Money & Securities	\$ 300,000
	(4) Robbery of Safe Burglary of other Property	\$ 300,000

**DEDUCTIBLE:** \$500 any one loss of money and securities



Authorized Signature

(Please refer to the actual Memorandum of Coverage and/or policies for terms, conditions, sub-limits, and limits.)



**Alliance of Schools for Cooperative Insurance Programs**

16550 Bloomfield Avenue, Cerritos, CA 90703 (562) 404-8029

**ALLIANCE OF SCHOOLS FOR COOPERATIVE INSURANCE PROGRAMS (ASCIP)**

**WORKERS' COMPENSATION**

**MEMORANDUM OF COVERAGE**

**DECLARATIONS**

**COVERED PARTY:** LEADERSHIP PUBLIC SCHOOLS

**COVERAGE PERIOD:** 12:01 A.M. JULY 1, 2011 TO  
12:01 A.M. JULY 1, 2012

**MOC NUMBER:** 134

<b>COVERAGE AND</b>	<b>Workers' Compensation</b>	<b>Statutory</b>
<b>LIABILITY LIMITS:</b>	<b>Employers' Liability</b>	<b>\$1,000,000 Each Accident</b> <b>\$1,000,000 per Employee</b>

**RETENTION:** Dollar One



Authorized Signature

(Please refer to the actual Memorandum of Coverage and/or policies for terms, conditions, sub-limits, and limits.)



**Alliance of Schools for Cooperative Insurance Programs**

16550 Bloomfield Avenue, Cerritos, CA 90703 (562) 404-8029

**ALLIANCE OF SCHOOLS FOR COOPERATIVE INSURANCE PROGRAMS (ASCIP)**

**ASCIP-B**

**DECLARATIONS**

**COVERED PARTY:** LEADERSHIP PUBLIC SCHOOLS

**COVERAGE PERIOD:** 12:01 A.M. JULY 1, 2011 TO  
12:01 A.M. JULY 1, 2012

**POLICY NUMBER:** GL0097002

<b>COVERAGE AND LIABILITY LIMITS:</b>	General Liability Each Occurrence	\$1,000,000
	Fire Damage	\$ 100,000
	Third Party Property Damage	\$1,000,000
	Medical Expense (Any One Person)	\$ 5,000

<b>DEDUCTIBLES:</b>	Third Party Property Damage	\$1,000
---------------------	-----------------------------	---------



Authorized Signature

(Please refer to the actual Memorandum of Coverage and/or policies for terms, conditions, sub-limits, and limits.)



**Alliance of Schools for Cooperative Insurance Programs**

16550 Bloomfield Avenue, Cerritos, CA 90703 (562) 404-8029



**Schools Excess Liability Fund**

1531 "I" Street, Suite 300, Sacramento, CA 95814  
Toll Free (866) 453-5300; Phone (916) 321-5300; Fax (916) 321-5311  
www.selfjpa.org

---

**Excess Liability**

MEMORANDUM OF COVERAGE  
FOR  
PUBLIC EDUCATIONAL AGENCIES

DECLARATIONS

**COVERED PARTY:** Leadership Public Schools  
344 Thomas L. Berkley Way, Suite 340  
Oakland, CA 94612

**UNDERLYING JPA:** Alliance of Schools for Cooperative Insurance Programs (ASCIP) (19J1001)

**MOC NUMBER:** 0811-38C1601

**DATE OF ISSUE:** August 17, 2011

**COVERAGE PERIOD:** July 1, 2011 to June 30, 2012  
*12:01 a.m. local time at the address of the Covered Party.*

**LIMIT OF COVERAGE:** \$20,000,000 ultimate net loss each occurrence.

**RETAINED LIMIT:** \$5,000,000 ultimate net loss each occurrence.

**ANNUAL CONTRIBUTION:** \$4,021.92

Fritz J. Heirich  
Chief Executive Officer

*This document contains a broad outline of coverage and does not include all terms, conditions and exclusions of the Memorandum of Coverage, which can be found on the Schools Excess Liability Fund website [http://www.selfjpa.org/about\\_us/govdocs.htm](http://www.selfjpa.org/about_us/govdocs.htm)*

## ALLIANCE OF SCHOOLS FOR COOPERATIVE INSURANCE PROGRAMS

### General and Automobile Liability

#### MEMORANDUM OF COVERAGE

Throughout this Memorandum of Coverage ("Memorandum"), words and phrases that appear in quotation marks have special meaning. They are defined in SECTION VI, DEFINITIONS, and the definitions are controlling as to the meaning of the words and phrases.

In consideration of the payment of the contribution, and compliance with the provisions of the Joint Powers Agreement and By-laws, the Alliance of Schools for Cooperative Insurance Programs ("ASCIP") agrees with the "Covered Party" as follows:

#### SECTION I(a) - LIABILITY COVERAGES

ASCIP agrees to pay on behalf of the "Covered Party" all sums which the "Covered Party" shall become legally obligated to pay by reason of liability:

1. Imposed by law, or
2. Of others assumed or retained under contract, for damages because of:

COVERAGE A - "BODILY INJURY LIABILITY"

COVERAGE B - "PROPERTY DAMAGE LIABILITY"

COVERAGE C - "ERRORS AND OMISSIONS LIABILITY"

COVERAGE D - "PERSONAL INJURY LIABILITY"

to which this Memorandum applies caused by an "occurrence".

ASCIP further agrees to pay on behalf of the "Covered Party" all sums which the "Covered Party" shall become legally obligated to pay as damages because of "bodily injury liability," "property damage liability," "errors and omissions liability," and "personal injury liability," which the governing board of the "Covered Party" is required to insure against in compliance with the provisions of Section 35208 or 72506 of the Education Code of the State of California, caused by an "occurrence."

ASCIP further agrees to pay on behalf of the "Covered Party" all sums which the "Covered Party" shall become legally obligated to pay as damages because of "bodily injury", "property damage", "errors or omissions", or "personal injury", as defined in this Memorandum, which the "Covered Party" is authorized to insure against under Part 6, Section 989 and 990 of Division 3.6 of Title 1 of the Government Code, caused by an "occurrence."

6-04 ASCIP  
Page 1 of 17

Notwithstanding any other provisions of this Memorandum, the Memorandum provides no coverage where to do so would violate any legal proscription against coverage or indemnity for willful or intentional wrongdoing.

**SECTION I(b) - REIMBURSEMENT BENEFIT FOR SUMMONING EMERGENCY ASSISTANCE (911 CALLS)**

If, in the opinion of the responsible agent of the Named Covered Party, it is necessary to summon professional emergency medical assistance (such as an ambulance, paramedic or fire department) in order to safeguard the health of a student or other non-employee, the Named Covered Party shall be eligible for reimbursement from ASCIP. Coverage is limited to the initial medical evaluation and treatment at the site and to the transportation of the injured/ill individual to a medical facility. Cost per occurrence shall not exceed \$2,500, and there is no aggregate limit on this coverage nor shall a deductible be applied, regardless of any self-insured retention (SIR) a member may have elected for liability coverage.

This coverage is excess over any other insurance available to the student, parent/guardian, Named Covered Party, Covered Party or other party. Section VII(D), the "Other Coverage" provision of this MOC delineates the excess nature of this coverage.

**SECTION II - DEFENSE AND SETTLEMENT**

ASCIP shall have the right and duty to defend any claim or suit against a "Covered Party" seeking damages on account of claims or suits covered by this Memorandum, even if the allegations of the claim or suit are groundless, false or fraudulent, including the right to appoint and designate defense counsel to represent the "Covered Party". The "Covered Party" shall cooperate with ASCIP in the investigation, defense, settlement, and adjudication of any claim or suit. ASCIP may make such investigation and settlement of any claim or suit as it deems expedient. No settlement or compromise of any claim or suit may or shall take place without the prior approval and consent of ASCIP. ASCIP shall not be obligated to pay any claim or judgment or to defend any claim or suit after the applicable limit of ASCIP's liability has been exhausted by payment of judgments or settlements.

**SECTION III - LIMIT OF LIABILITY AND TERRITORY**

- A. Regardless of the number of (1) persons or entities covered under this Memorandum, or (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought because of injury or damages, ASCIP's liability is limited as follows:

ASCIP's maximum liability shall be the "ultimate net loss" amount shown in the declarations of this Memorandum, as the result of any one "occurrence". There is no limit to the number of "occurrences" during the coverage period for which claims may be

made. For the purpose of determining the limit of ASCIP's liability, all damages arising out of continuous and repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

- B. This Memorandum applies only to "occurrences" that take place anywhere in the world during the coverage period of this Memorandum.

#### **SECTION IV - COVERED PARTIES**

The parties entitled to benefits under this Memorandum are:

- A. The "Named Covered Party" designated on the declarations page.
- B. The following, individually and collectively, when acting solely within the course and scope of their duties, office, or employment for or with the "Named Covered Party":
1. Members of the governing board.
  2. Officers.
  3. Employees.
  4. "Volunteers," but only as defined and while performing services that benefit the "Named Covered Party".
- C. Student Body Organizations under the jurisdiction of the "Named Covered Party's" governing board but only while under the supervision required by such governing board.
- D. Students while participating in activities required to complete Nurse Training and similar Allied Health courses, but only while completing course work required by the "Named Covered Party".
- E. Any person while using an "owned automobile" or a "hired automobile" and any person or organization legally responsible for the use thereof, provided the actual use of the automobile is by or with permission of the "Named Covered Party".  
Coverage provided by this Memorandum with respect to any person or organization other than the "Named Covered Party" does not apply under Section "E":

1. To any person or organization, or to any agent or employee thereof, engaged in selling, repairing, servicing, delivering, testing, road testing, parking or storing automobiles, with respect to any occurrence arising out of any such occupation, if there is other valid and collectible insurance available to such person as a named insured or as an agent or employee of the named insured under such insurance policy with limits at least equal to the requirements of the applicable Financial Responsibility Laws; and
  2. With respect to any hired automobile, to the owner, or a lessee thereof other than the "Covered Party", or to any agent or employee of such owner or lessee.
- F. "Additional Covered Parties" as defined in Section VI, B of this Memorandum.
- G. Individuals defined in Section VI, H of this Memorandum.
- H. "Foundations" as defined in Section VI, R of this Memorandum, when acting solely and exclusively for and on behalf of the Named Covered Party, and subject to being under the supervision and control of the Named Covered Party at the time of occurrence, provided that coverage under this Memorandum shall be excess of any other valid and collectible coverage maintained by or on behalf of the Foundation.

#### SECTION V - EXCLUSIONS

ASCIP shall not be required to perform any of the obligations specified in any of the sections of this Memorandum as respects the exclusions. The coverage does not apply:

- A. To injuries or damages which do not arise out of an "occurrence" as defined in this Memorandum.
- B. To bodily injury, sickness, disease or death of any employee of the "Covered Party" arising out of and in the course of such employee's employment by the "Covered Party", or to the spouse, child, parent, brother or sister of an employee as a consequence thereof or to any obligation to share or contribute to damages with (or to repay) someone else because of such bodily injury, sickness, disease or death, except liability assumed by the "Covered Party" under a contract or agreement with a party other than any employee or association of employees;
- C. To any obligation for which the "Covered Party" may be held liable under any workers' compensation or disability benefits law or under any similar law, plan or agreement;



- D. To liability for damages arising out of in-flight operations of "aircraft" or any "airborne craft" by or in the interest of the "Covered Party" except with respect to operations performed by scheduled common carriers or operations involving the use of government-owned aircraft as a part of an ROTC program. The term "in flight," as used in the foregoing sentence, means the period from the time the aircraft or airborne craft moves forward in taking off or in attempting to take off until it has completed its landing.

This exclusion shall not apply to aircraft used for instructional purposes and while located in shop buildings.

- E. To liability arising out of the ownership, maintenance, operation, use, loading or unloading of:
1. Any watercraft owned or operated by or rented or loaned to any "Covered Party", or
  2. Any watercraft owned or operated by or rented or loaned to any "Covered Party" or operated by any person in the course and scope of employment by or volunteer work for a "Covered Party" to the extent involving racing activities, speed-related contests or practice sessions, but this exclusion does not apply to otherwise authorized and supervised fire and police department training programs, or
  3. Any other watercraft operated by any person in the course of employment by or volunteer work for a "Covered Party", but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the "Covered Party" or to watercraft under 25 feet in length or powerboats with less than 25 horse power.

*provided that* no aspect of this exclusion is intended to preclude coverage for parties (as defined in Section IV of this Memorandum) involving claims or suits arising out of the use of non-owned watercraft operated by third parties in connection with non-participatory marine excursions, field trips or substantially similar activities.

- F. To any liability for damages arising out of the ownership, use or maintenance of any trampoline, mini-trampoline, or similar rebounding devices; however, this exclusion does not apply to exercisers, mini-trampolines or similar rebounding devices when used in conjunction with an Individual Educational Program (IEP);
- G. To any liability which may arise out of failure by the "Covered Party" to notify users of any building owned or used by the "Covered Party", of the presence of asbestos in such building;

- H. To damage to or destruction of any "automobile" owned by, rented to, leased to or in charge of any "Covered Party",
- I. To injury, sickness, disease, death or destruction
  - 1. with respect to which a "Covered Party" under this memorandum is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - 2. resulting from the "hazardous properties" of "nuclear material" and with respect to which:
    - a. any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or
    - b. the "Covered Party" is, or had such policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; or
  - 3. resulting from the "hazardous properties" of "nuclear material", if:
    - a. the "nuclear material" is at any "nuclear facility" owned by, or operated by or on behalf of a "Covered Party", or has been discharged or dispersed therefrom;
    - b. the "nuclear material" is contained as "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of a "Covered Party", or (c) the injury, sickness, disease, death or destruction arises out of the furnishing by a "Covered Party" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operations or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this part

- c. applies only to injury to or destruction of property at such nuclear facility;
- J. To any liability arising, in whole or in part, out of the actual, alleged or threatened discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste material or other irritants, contaminants or pollutants of any kind (collectively "pollutants") into or upon land, air, or water, regardless of whether the discharge, dispersal, release or escape is sudden and/or accidental. This exclusion also relates to any liability (or proceedings) arising out of any governmental or quasi-governmental directions or request that the "Covered Party" test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants. However, if the discharge, dispersal, release or escape of pollutants is sudden and accidental, ASCIP will defend and indemnify the Covered Party subject to a maximum per occurrence combined single limit of \$250,000.00 for defense and indemnity, with legal fees and costs of defense reducing the \$250,000.00 limit of liability.
- K. To any liability for statutory or common law multiples of compensatory damages, civil fines, penalties, or punitive damages.
- L. To any claim or suit based upon or attributable to the "Covered Party" gaining any profit, advantage or remuneration to which the "Covered Party" is not entitled.
- M. To any claim, or suit seeking relief or redress in any form other than monetary damages, or for any costs, fees, or expenses which the "Covered Party" shall be obligated to pay as a result of any adverse judgment for injunctive or declaratory relief. However, ASCIP will afford a defense to the "Covered Party" for claims or suits in which a covered claim for monetary damages is present.
- N. To any loss, cost, civil fine or penalty, or expense against or incurred by any "Covered Party" arising from any complaint investigation, enforcement action, regulatory or administrative proceeding by any federal, state, local or other governmental regulatory agency.
- O. To any claim or suit for back wages, overtime, a failure to provide retirement, health and related benefits, or similar claims, including interest, expenses, legal fees and costs, even if designated as liquidated damages, under any federal or local statutes, rules, ordinances or regulations, or claims or suits arising from collective bargaining agreements. However, nothing in this exclusion shall preclude the extension of defense benefits only under Section II for claims or suits arising out of errors or omissions by a Covered Party in the interpretation of compensation, retirement, health and related benefit programs.

- P. To any claim or suit for any salary, wages or other incidents of compensation or benefits due because of the alleged wrongful termination of any employee or official of a Covered Party. However, nothing in this exclusion shall preclude the extension of defense benefits only under Section II for claims or suits arising out of errors or omissions by a Covered Party in approving and/or ratifying grounds for the termination of an employee or official of a Covered Party.
- Q. To any claim or suit for property damage to (A) property owned by a "Covered Party" or in the care, custody or control of a Covered Party; and (B) property rented to or leased to a "Covered Party" where the "Covered Party" has assumed liability under contract for damage to or destruction of such property, unless the "Covered Party" would have been liable in the absence of the contract.
- R. Under Coverage C, errors and omissions liability for: (1) bodily injury liability, (2) property damage liability, or (3) personal injury liability.
- S. To any claim or suit for (1) refund of taxes, fees or assessments or failure to collect and/or to assess taxes, fees or assessments; (2) liability arising out of estimates of probable costs or cost estimates being exceeded or faulty preparation of bid specifications or plans, including architectural plans; (3) failure to perform, or breach of, or wrongful denial of the existence of a contractual obligation; and (4) to any liability for failure to procure adequate types or amounts of insurance or bonds.
- T. To any claim or suit for any loss, damage, errors or omissions, bodily injury, property damage or personal injury involving any Foundation: (i) not meeting the definition in Section VI, R of this Memorandum; (ii) not formally chartered and in good standing at the time of the occurrence; (iii) not under the supervision and control of the Named Covered Party at the time of the occurrence; (iv) as to actions; omissions to act or other conduct outside of the scope and purpose of the Foundation's charter; or (v) involving any occurrence, loss, damage or other matter otherwise excluded under this Memorandum.
- U. To any liability of the county board of education or governing board or other body of the school district or any other agency or body involved in forming or participating in the formation and supervision of a Charter School District or charter school.
- V. To any liability of the Named Covered Party, Charter School District or charter school for breach or violation of its charter, including, but not limited to, a proceedings as between the governing board and/or county board of education and the Named Covered Party, Charter School District or charter school concerning the interpretation of the charter and/or for findings as to whether the charter has been violated.

- W. To any liability arising out of any facts, circumstances or events occurring at the time of, or subsequent to, supervision, revocation or termination of the charter of the Named Covered Party, Charter School District or charter school.
- X. For any debts, financial obligations or performance obligations of the Named Covered Party, Covered Party, Charter School District or charter school.

#### SECTION VI - DEFINITIONS

- A. As respects Coverages A and B, "Occurrence" means an accident or event, including continuous or repeated exposure to conditions, which results in bodily injury or property damage during the coverage period to which this Memorandum applies, provided that the bodily injury or property damage is neither expected nor intended from the standpoint of the "Covered Party". Assault and battery, not committed by or at the direction of the "covered party" unless for the purpose of protecting persons or property, and corporal punishment shall be included in the definition of "Occurrence". As respects Coverage C, "Occurrence" means any actual or alleged errors or omissions by a Covered Party during the coverage period which results in damages to a third party which were not expected or intended by the Covered Party. As respects Coverage D, "Occurrence" means any injury or damages sustained by any person or organization arising out of "personal injury" during the policy period as defined in this Memorandum.
- B. "Additional Covered Party" means any person, organization, trustee or estate to whom or to which the "Named Covered Party" is obligated by virtue of a written contract to provide coverage such as is afforded by this Memorandum, but only with respect to operations performed by or on behalf of the "Named Covered Party" or facilities owned or used by the "Named Covered Party." The coverage afforded by this Memorandum shall be no broader and for no higher limit of liability than that which is required by such contract.
- C. "Aircraft" or "airborne craft" means a vehicle designed for the transport of persons or property principally in the air.
- D. "Automobile" shall mean a land motor vehicle, trailer or semi-trailer, subject to motor vehicle registration.
- E. "Hired Automobile" shall mean an automobile used under contract on behalf of the "Named Covered Party" provided such automobile is not owned in full or in part by or registered in the name of (1) the "Named Covered Party" or (2) any "additional covered party" or "covered party"

who is granted an operating allowance of any sort for the use of such automobile.

- F. "Owned Automobile" shall mean an automobile owned in full or in part by or registered in the name of the "Named Covered Party." Automobiles furnished to the "Named Covered Party" for driver education purposes shall be considered "owned automobiles."
- G. "Bodily Injury" means bodily injury, sickness or disease sustained by any person which occurs during the coverage period, including death at any time resulting therefrom.
- H. "Covered Party" includes persons who are past or present elected or appointed officials, employees or volunteers of the "Named Covered Party", while acting for or on behalf of the "Named Covered Party", including while acting on outside boards at the direction of the "Named Covered Party."
- I. "Covered Party" means any person or entity qualifying as a "Covered Party" under Section IV.
- J. "Personal Injury" means:
  - 1. False arrest, detention, or imprisonment or malicious prosecution;
  - 2. Publication or utterance of a libel or slander or of other defamatory or derogatory material, or a publication or utterance in violation of an individual's right to privacy.
  - 3. Wrongful entry or eviction or other invasion of the right of private occupancy; and
  - 4. Discrimination or violation of civil rights, not intentionally committed by or at the direction of the "Covered Party".
- K. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed. The term "pollutants" as used herein is not defined to mean potable water or agricultural water or water furnished to commercial users or smoke and related matter resulting from a fire.
- L. "Property Damage" means:
  - 1. Physical injury to or destruction of tangible property which occurs during the coverage period, including the loss of use thereof at any time resulting therefrom; and

2. Loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the coverage period.

M. "Errors and Omissions" means an actual or alleged misstatement or misleading statement or act or omission or neglect or breach of duty including misfeasance, malfeasance or non-feasance by a "covered party" individually or collectively in the discharge of their duties with the "Named Covered Party" or any matter claimed against them solely by reason of their being or having been public officials.

N. "Ultimate Net Loss" means the sum actually paid or payable in cash in the settlement or satisfaction of losses for which the "Covered Party" is liable either by adjudication or compromise after making proper deduction for all recoveries and salvages collectible, and includes attorney's fees, court costs, interest on any judgment or awards; and loss adjustment expenses, excluding only the salaries of the "Named Covered Party's" regular employees, provided "ultimate net loss" shall not include any damages or expenses because of liability excluded by this Memorandum.

O. "Watercraft" means a vessel designed to transport persons or property in or through water.

P. The following definitions are applicable only to Exclusion 9:

1. "Hazardous Properties" include radioactive, toxic or explosive properties;

2. "Nuclear Material" means source material, special nuclear material or byproduct material;

3. "Source Material", "Special Nuclear Material" and "Byproduct Material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

4. "Spent Fuel" means fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

5. "Waste" means any waste material: (a) containing a byproduct material and, (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

6. "Nuclear Facility" means:
- a. Any nuclear reactor.
  - b. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste.
  - c. Any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the "Covered Party" at the premises where such equipment or device is located consists of or contains more than 25 grams plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
  - d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
7. "Nuclear Reactor" means any apparatus designed or used to sustain nuclear fission in a self- supporting chain reaction or to contain a critical mass of fissionable material; and
8. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.
- Q. "Volunteer" means an individual who renders service to the "Named Covered Party" and its programs without receiving remuneration of any kind and, prior to the service, was approved by the Applicable Governing Board of the "Named Covered Party".
- R. "Foundation" means an educational organization staffed by and at all times under the supervision and control of a Named Covered Party formally chartered and operating for the sole and exclusive purpose of aiding the otherwise authorized and permissible activities and public educational purposed of the Named Covered Party.
- S. "Charter School District" means a public entity, including a charter school, formed pursuant to Education Code Section 47600 et M., in compliance with all statutory procedures, operating pursuant to a charter agreement.



## SECTION VII - CONDITIONS

This Memorandum of Coverage is subject to the following conditions:

- A. Contribution Payment: The annual contribution payment shall be due and payable upon inception of coverage and each renewal thereafter. The amount of the annual contribution will be based on rates in effect at the inception of this Memorandum and on each subsequent anniversary. Contributions shall include any assessments required by ASCIP, in accordance with the bylaws. ASCIP shall not be required to perform any obligations under this Memorandum if all contributions and assessments are not paid in accordance with the bylaws.
- B. Termination: This Memorandum and coverage provided hereby may be terminated at any time in accordance with the bylaws of ASCIP.
- C. Statutory Provisions: Terms of this Memorandum which are in conflict with the statutes of the State of California are amended to conform to such statutes.
- D. Other Coverage:
  - 1. Notwithstanding the terms and conditions of any "other insurance clause or clauses" in any policy or policies, where coverage is available to the "Covered Party" (whether such policy is issued to the "Covered Party" or extends to it as employer, employee, or agent or in any other capacity), the coverage afforded hereunder is intended to be, and shall be excess coverage; and under no circumstances shall the coverage afforded hereunder be considered pro rata, concurring or coexistent.
  - 2. If any other coverage is available to the "Covered Party", whether such coverage is called excess over, or pro rata with other valid and collectible coverage or not, the coverage afforded hereunder shall not apply until such other coverage has been exhausted, provided that this clause does not apply with respect to excess coverage purchased specifically to be in excess of this Memorandum.
- E. Notice of Accident or "Occurrence", Claim or Suit:
  - 1. In the event of an "occurrence" reasonably likely to be covered by this Memorandum, written notice containing particulars sufficient to identify the "Covered Party" and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the "Covered Party" and of available witnesses

shall be given by or for the "Covered Party" to ASCIP or any of its authorized agents within thirty (30) days of knowledge of such facts and circumstances.

2. If claim is made or suit is brought against the "Covered Party", the "Covered Party" shall be obligated to promptly forward to ASCIP every demand, notice, summons or other process received by it or its representatives.
3. The "Covered Party" shall cooperate with ASCIP and upon its request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the "Covered Party" because of all damage with respect to which coverage is afforded under this Memorandum; and the "Covered Party" shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The "Covered Party" shall not, except at its own cost, and without any right or recourse or reimbursement under this Memorandum, voluntarily make any payment, assume any obligation, or incur any expense, admit any liability, settle any claim or assume any obligation on a claim or suit.

- F. Bankruptcy or Insolvency: Bankruptcy or insolvency of the "Covered Party" shall not relieve ASCIP of any of its obligations hereunder. Notwithstanding the foregoing, a Charter School District or charter school shall be operating in good standing and must be in conformance with its charter in order for coverage to exist under this Memorandum.
- G. Severability of Interests: The term "covered party" is used severally and not collectively, but the inclusion herein of more than one "Covered Party" shall not operate to increase the limits of ASCIP's liability.
- H. Cumulation of Limits: An "occurrence" with a duration of more than one coverage period shall be treated as a single "occurrence" arising during the Coverage period when the "occurrence" begins and under no circumstances shall the fact that said "occurrence" has a duration of more than one coverage period entitle a "Covered Party" to more than one limit of coverage.
- I. Limit of Liability: The limit of liability is as provided in the declarations.
- J. Subrogation: In the event of any payment under this Memorandum, ASCIP shall be subrogated and otherwise entitled to all rights or recovery therefore against any person or organization and the "Covered Party" shall execute and deliver all instruments and papers and do whatever else is necessary to transfer and secure such rights. The "Covered Party" shall do nothing after loss to prejudice such rights.

- K. Action Against ASCIP: No action shall lie against ASCIP, or any committee, member, employee or representative, unless as a condition precedent thereto, there shall have been full compliance on the part of the Covered Party with all terms of this Memorandum nor until the amount of the Covered Party's obligation to pay shall have been finally determined either by a judgment against the Covered Party after an actual trial or through a written settlement agreement among the Covered Party, the Claimant and ASCIP. No person or entity shall have any right under this Memorandum to join ASCIP as a party to any action against a Covered Party to determine the Covered Party's liability, nor shall ASCIP be impeded by the Covered Party or its legal representative.
- L. Arbitration: In the event of a dispute between a Covered Party and ASCIP, the dispute shall be subject to arbitration and all parties shall be bound by the findings and decision of the arbitrator(s). All such disputes shall be subject to binding arbitration including, but not limited to, disputes concerning compliance with conditions, the interpretation and extension of coverage, or as to the actions or omissions to act of ASCIP and any Covered Party in connection with any claim or potential claim, including prompt notice of a claim or suit, cooperation in the defense or resolution of a claim or suit, settlement and indemnification of a claim or suit, whether a first party claim or involving a third party claim. ASCIP shall also have the right to determine when a claim or suit should be settled, and may proceed to settle a claim or suit within its limit of liability, and any dispute between ASCIP and any Covered Party as to the settlement of a claim or suit shall also be subject to binding arbitration.

ASCIP and the Covered Party may agree to use one arbitrator or three arbitrators. The arbitration shall be conducted by the American Arbitration Association ("AAA") and, to the extent not inconsistent with the Bylaws and operative ASCIP – Member agreements, shall be governed by the AAA arbitration rules and procedures, including the rules governing the identification and selection of arbitration panel members. ASCIP and the Covered Party may agree to use an alternative arbitration service or to select privately an arbitrator or a three person arbitrator outside of AAA.

Regardless of the outcome of the arbitration, ASCIP and the Covered Party shall share equally in the costs of the arbitration and in the compensation of the arbitrators, which fees and costs shall not be subject to reallocation based upon whether ASCIP or the Covered Party is the prevailing party.

The arbitrators shall consider this agreement an honorable engagement rather than merely a legal obligation. Local rules of law as to procedure and evidence will apply and arbitration shall take place in the County of Los Angeles. The decision of the majority of the arbitrators shall be final and binding upon both parties and not subject to appeal.

A judgment based on the majority decision of the arbitrators may be entered in any court having jurisdiction upon the request of the Covered Party or ASCIP.

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## ENDORSEMENT NO. 1

### SELF-INSURED RETENTION OPTION

This Endorsement will only be applicable if the Named Covered Party elects to exercise the self-insured retention option and this Endorsement is reflected on the Declaration page. For those Named Covered Parties electing to exercise the option, the following provisions modify and supersede any contrary provisions in Section II:

1. Regardless of the self-insured retention, the Named Covered Party shall still comply with Section VII(E) of this Memorandum as to notice of accident, occurrence claim or suit, and shall cooperate fully with ASCIP in the investigation, evaluation, defense and settlement or adjudication of the claim, including ASCIP receipt of copies of all pleadings, counsel communications and such other information and documents as ASCIP may request in order to properly monitor the claim.
2. ASCIP shall have the right to appoint counsel and to assume the defense and indemnification of the Named Covered Party or Covered Party as to any claim or suit arising out of any "occurrence" and seeking damages in excess of the retention, including where the potential legal fees, costs and damages sought may exceed the retention. In such event, the Named Covered Party and Covered Party shall cooperate fully with ASCIP. If a claim is made or a suit is brought seeking damages in excess of the retention, or potentially exceeding the retention in ASCIP's determination, in addition to the right of ASCIP to appoint counsel and assume the defense, no defense costs, legal fees, settlement or other obligations shall be incurred by the Named Covered Party or Covered Party without the prior written consent of ASCIP in order for coverage to be available.
3. If a settlement made with the consent of ASCIP, or a judgment entered against the Named Covered Party or Covered Party which with defense costs exceeds the retention, ASCIP shall pay the amount in excess of the retention, subject to ASCIP's limit of liability and the Named Covered Party's compliance with the terms of this Endorsement and all other provisions of the Memorandum.
4. ASCIP shall not be responsible for any further sums or to defend any suit after the applicable limit of liability has been exhausted in the payment of losses and defense costs.

**ALLIANCE OF SCHOOLS FOR COOPERATIVE INSURANCE PROGRAMS**

**Property/Boiler-Machinery**

**MEMORANDUM OF COVERAGE**

**Section 1. Schedule of Participating Districts:**

See Schedule A for Participating Districts.

**Section 2. Interest & Property Covered:**

Except as hereinafter excluded, this Memorandum of Coverage covers:

- A. the interest of the "Covered Party" in all real property and personal property as defined herein, which is owned by the "Covered Party", including the "Covered Party's" interest in improvements and betterments to buildings not owned by the "Covered Party";
- B. the interest of the "Covered Party" in and legal liability of the "Covered Party" for real and personal property of others in the actual or constructive custody of the "Covered Party";
- C. personal property of others:
  - 1. which has been sold by the "Covered Party" and which the "Covered Party" has agreed prior to loss to insure for the account of the purchaser during course of delivery;
  - 2. which has been sold by the "Covered Party" under an installation agreement whereby the "Covered Party's" responsibility continues until the installation is accepted by the purchaser;
- D. the interest of the "Covered Party" in machinery used for the service of the "Covered Party's" buildings, and permanent fittings and fixtures attached to and constituting a part thereof, except as hereinafter provided;
- E. the interest of the "Covered Party" in direct physical damage to owned buses and vehicles while parked on the "Covered Party's" premises;
- F. the interests of the "Covered Party" in property which is undergoing construction, reconstruction, alteration, renovation or repair.

**Section 3. Perils Insured:**

This Memorandum of Coverage insures against all risks of direct physical loss or damage (including general average and salvage charges), except as hereinafter excluded.

**Section 4. Extensions of Coverage:**

- A. **Theft Damage:** ASCIP will pay for damage (except by fire) to that part of the building occupied by the "Covered Party" directly resulting from theft or any attempt at theft, provided the "Covered Party" is the owner of such premises, or is liable for such damage; but in no event shall ASCIP's aggregate liability for all coverage(s) as Stated in Section 8 herein exceed the limits under this Memorandum of Coverage for the premises at which such loss or damage occurs;
- B. **Debris Removal:** This Memorandum of Coverage is extended, subject otherwise to its full terms, conditions, and limitations, to cover the "Covered Party's" expenses incurred in the removal of all debris from the property insured hereunder which may be occasioned by loss or damage directly caused by any of the perils "covered" against in this Memorandum of Coverage. At the time of such loss of all of the property covered hereunder at the location where the loss occurs. ASCIP shall not be liable in the aggregate for more than the Limit(s) of Liability as Stated in Section 8.

Nothing contained herein shall increase the Limit(s) of Liability as set forth elsewhere in this Memorandum of Coverage;

- C. **Fraud or Deceit:** This Memorandum of Coverage is extended to also cover loss of property to which this Memorandum of Coverage is applicable, obtained by fraud or deceit perpetrated by any person or persons who may represent themselves to be the proper party or parties to receive goods for shipment or accept goods for delivery;
- D. **Contingent Liability from Operation of Building Laws, Cost Demolition, and Increased Cost of Construction:**

This Memorandum of Coverage covers:

1. The cost of demolishing any undamaged portion of the buildings, including the cost of cleaning the site thereof; caused by loss from any peril insured against by this Memorandum of Coverage and resulting from enforcement of any law or ordinance regulating the construction, repair or demolition of buildings and in force at the time of loss which necessitates demolition; and
2. The full cost of repair or reconstruction, including engineer's and architect's fees, of both the damaged and demolished portions of

such buildings or structures with materials and in a manner to fully satisfy the minimum requirements of such ordinance or law;

3. These coverages also apply to Rental Value and Extra Expense.

Nothing contained herein shall increase the Limit(s) of Liability as set forth in Section 8 or elsewhere in this Memorandum of Coverage;

**E. Fire Brigade Charges and Extinguishing Expenses:**

If property is destroyed or damaged by a covered peril, this Memorandum of Coverage shall cover:

1. fire brigade charges and other extinguishing expenses for which the "Covered Party" may be assessed;
2. loss of fire extinguishing materials expended.

**F. Loss of Rental Income:**

In consideration of the premium charged, it is agreed this Memorandum of Coverage is extended to cover actual loss of rents or other income resulting directly from loss or damage to buildings or appurtenances at locations(s) scheduled herein, by a covered peril whether the building(s) appurtenances are rented or not, for the length of time which would be required to rebuild, repair or replace the damaged property, beginning with the date of damage during the term of this Memorandum, but not limited by the date of expiration of this Memorandum of Coverage.

This Memorandum is also extended to include loss hereunder (not exceeding two consecutive weeks) when access to the premises is specifically prohibited by order of civil authority as a direct result of damage to adjacent premises.

**1. Special Exclusions:**

ASCIP shall not be liable for an increase of loss resulting from:

- a. interference at the described premises by strikers or other persons with rebuilding, repairing or replacing the property or with the resumption or continuation of business; or
- b. the suspension, lapse or cancellation of any lease, license, contract or order unless such suspension, lapse or cancellation results directly from the interruption of business, and then ASCIP shall be liable for only such loss as affects the "Covered Party's" earnings during and limited to period of indemnity under this Memorandum to Coverage.



- c. nor shall ASCIP be liable for any other consequential or remote loss.

**2. Settlement of Loss:**

- a. In determining the actual rents or other income loss sustained, consideration will be given to the experience before the loss and the probable experience thereafter had no loss occurred.
- b. For the purpose of this Memorandum, rents or other income will be determined by the sum of (a) gross income from the described property, (amount of all charges assumed by the tenants which would otherwise be obligations or the "Covered Party" and (b) rental value of that portion occupied by the "Covered Party" of vacant portions that would have been rented if no loss occurred.

**G. Rental Interruption:**

This Memorandum of Coverage is extended to cover the actual loss sustained by the "Covered Party", but not exceeding the scheduled lease payments, resulting from direct physical loss or damage by the covered peril(s) to real and/or personal property leased under certificates of participation.

In the event of such loss or damage ASCIP shall be liable for only those scheduled lease payments that become due during the period of time that would be required, with the exercise of due diligence and dispatch, to rebuild, repair or replace such part of the property that has been damaged or destroyed, commencing with the date of damage or destruction and not limited by the date of expiration of this Memorandum of Coverage.

Any covered loss under this Section shall be payable to the trustee for the benefit of the certificate owners.

**H. Transit:**

Subject to the terms and conditions of the Memorandum of Coverage, this Memorandum is hereby extended to cover:

Personal Property of the "Covered Party" or property held by the "Covered Party" in trust or on commission or in consignment for which the "Covered Party" may be held liable while in due course of transit within the limits of the continental United States of American and Canada, against all risks of direct physical loss or damage to the property covered occurring during the period of this Memorandum of Coverage (including general average and salvage charges on shipments covered while waterborne).

**I. Extra Expense:**

In consideration of the premium charges, it is agreed this Memorandum of Coverage shall be extended to cover against extra expense incurred resulting directly from loss or damage (by a peril insured against) to property covered hereunder only while at locations at scheduled Districts, for the length of time required to rebuild, repair or replace the damaged property beginning with the date of damage during the term of this Memorandum, but not limited by the expiration of this Memorandum of Coverage.

This Memorandum is also extended to include loss covered hereunder (not exceeding two consecutive weeks) when access to the premises is specifically prohibited by order of civil authority as a direct result of damage to adjacent premises.

However, in no event shall ASCIP be liable with respect to coverage provided in all sections of this Memorandum of Coverage in any one occurrence for more than the Limit(s) of Liability stated in Section 8 of this Memorandum of Coverage.

**J. Sprinkler Leakage:**

SPRINKLER LEAKAGE - EARTHQUAKE EXTENSION, meaning Sprinkler Leakage loss or damage caused by:

1. Earthquake; or
2. Volcanic eruption

However, in no event shall ASCIP be liable with respect to coverage provided in all sections of this Memorandum of Coverage in any one occurrence for more than the Limits of Liability stated in Section 8 of this Memorandum of Coverage.

**K. Additionally Acquired/Re-Valued Property**

This Memorandum of Coverage is extended to cover additional properties of a nature similar to those on file with ASCIP. The initial premium of this Memorandum of Coverage is based upon the total aggregate values covered by ASCIP at its districts and other locations covered hereunder at the beginning of the Memorandum of Coverage term. Upon anniversary of this Memorandum of Coverage, the actual total values at risk in accordance with the Memorandum of Coverage valuation provisions shall be calculated by ASCIP. In the event values not reported during the coverage period exceed by at least 25% the aggregate values on which the total Memorandum of Coverage premium has been based, the Memorandum of Coverage premium for the year just concluded shall be retrospectively increased by one half of the difference between the originally reported values and the values provided at the beginning of the

new year. However, no retrospective adjustment in premium shall be made unless covered values reported at the beginning of the new coverage year (exclusive of values for new ASCIP members) exceed by at least 25% the values on which the coverage year's premium was previously based.

In the event that such reported values are at least 25% less than the previous anniversary date's reported values, a premium rebate shall be remitted to the "Covered Party" based upon one half of the difference between the current reported values and the previously reported total values on which the Memorandum of Coverage premium had been based.

**L. Expediting Expenses:**

With respect to direct physical loss or damage to the "Covered Party" property, solely caused by or resulting from "explosion of steam boilers", mechanical breakdown or "electrical injury", this Memorandum of Coverage is extended to cover the reasonable extra cost of expediting temporary repair, expediting permanent repair, and expediting permanent replacement of damaged property of the "Covered Party" including overtime and the extra cost of express or other rapid means of transportation, to the extent of any indemnity remaining after payment of all losses as may otherwise be required under this Memorandum of Coverage.

**M. Hazardous Substance:**

Only with respect to direct physical loss or damage to the "Covered Party" property, caused solely by or resulting from "explosion of steam boilers," mechanical breakdown or "electrical injury", it is agreed that, if, as a result of an Accident, any property is damaged, contaminated or polluted by a substance declared by an authorized governmental agency to be hazardous to health, ASCIP shall be liable under the Memorandum of Coverage for the additional expenses incurred for clean up, repair or replacement, or disposal of that damage, contaminated or polluted property. However, ASCIP's total liability for such additional expenses shall not exceed the Limit(s) of Liability stated in Section 8 of the Memorandum of Coverage.

**N. Joint Loss:**

Where it is determined that the use of experts shall serve to reduce the total cost of a claim and/or be necessary due to a "Joint Loss" and/or be of other benefit that fee/expense shall be borne by ASCIP and shall be applied toward the exhaustion of the deductible.

**O. Service Interruption:**

This Memorandum of Coverage Provides for Loss Of Rental Income, Rental Interruption and Extra Expense coverages when these losses are a

consequent of damage and resultant service interruption occurring to property owned by a:

1. Utility,
2. Landlord, or
3. Other supplier

provided that any of these service providers have entered into a contract with the Covered Party to provide the Covered Party with any of the following services: electrical power, communications, waste disposal, air conditioning, refrigeration, heating, gas, air, water or steam.

**P. Perishable Goods:**

This Memorandum of Coverage is extended to cover:

1. Loss of perishable goods due to spoilage
2. Loss caused by an "accident" to Property owned by a Utility, Landlord, or Other supplier with whom you have a contract to be provided with any of the following services: electrical power, communications, waste disposal, air conditioning, refrigeration, heating, gas, air, water or steam.
3. Loss of perishable goods due to contamination from the release of refrigerant, including but not limited to ammonia.
4. Any necessary expenses you incur to reduce the amount of loss under this coverage. ASCIP will pay for such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

**Q. CFC Refrigerants**

This Memorandum of Coverage is extended to cover the additional cost to repair or replace covered property because of the use or presence of a refrigerant containing CFC (chlorinated fluorocarbon) substances. This means the additional expense to do the least expensive of the following:

1. Repair the damaged property and replace any lost CFC refrigerant;
2. Repair the damaged property, retrofit the system to accept a non-CFC refrigerant and charge the system with a non-CFC refrigerant;  
or
3. Replace the system with one using a non-CFC refrigerant

Additional cost mean those beyond what would have been required had no CFC refrigerant been involved.

ASCIP will also pay for additional loss as described in Loss of Rental Income, Rental Interruption, Extra Expense and Perishable Goods coverage caused by such loss.

**Section 5. Interest & Property Not Covered:**

This Memorandum of Coverage does not cover:

- A. currency, money, notes, securities, deeds and evidences of debt, growing crops or standing timber, land, trees, shrubs and lawns, land, atmosphere or any watercourse or body of water, whether above or below ground, nor the liability of the "Covered Party" for land, atmosphere or any watercourse or body of water, whether above or below ground;
- B. animals, aircraft or watercraft, provided that no aspect of this exclusion is intended to preclude coverage for property damage involving aircraft parts, appurtenances, and equipment used for training and/or educational purposes and not for flight;
- C. vehicle licensed and designed principally for highway use, except commercial motor vehicles, trailers and semi-trailers while at the "Covered Party's" location;
- D. excavations, gradings and filling, underground flues, pipes or drains, pavements, driveways, parking lots, curbs, retaining walls, reservoirs, dams and other like structures;
- E. property sold by the "Covered Party" under conditional sale, trust agreement, installment, or other deferred payment plans after delivery to customers;
- F. property while covered under import or export ocean marine policies; shipments by mail, except registered.

**Section 6. Perils Excluded:**

This Memorandum of Coverage does not cover against loss, damage or expense caused by or resulting from:

- A. wear and tear, gradual deterioration including deterioration from mold, fungi and bacteriological agents, inherent vice, latent defect, moth insects and vermin;
- B. the cost of making good, faulty or defective workmanship, materials, or construction, but this exclusion shall not apply to loss or damage which results to other property covered hereunder;
- C. error, omissions or deficiency in design, plan or specifications;

- D. delay, loss of market or loss of use;
- E. dampness or dryness of atmosphere, extremes or changes of temperature, shrinkage, evaporation, loss of weight, rust, contamination, change in flavor, color, texture or finish, except this exclusion shall not apply to loss or damage caused directly by a covered peril such as the following: fire, lightning, windstorm, hail, explosion, riot or civil commotion, aircraft, vehicles, bursting of pipes or apparatus, vandalism, malicious mischief, theft, attempted theft or loss to a transporting vehicle, mechanical breakdowns, electrical injury or explosion of steam boilers;
- F. any dishonest or fraudulent act or acts committed alone or in collusion with others
  - 1. by any of the partners, officers or employees of the "Covered Party", whether or not such acts are committed during regular business hours, or
  - 2. by any proprietor, partner, director, trustee or elected officer of any proprietorship, partnership, corporation or association (other than a common carrier) engaged by the "Covered Party" to render any service or perform any act in connection with property insured under this Memorandum of Coverage;
- G. shortage disclosed on taking inventory or unexplained or mysterious disappearance;
- H. wet or dry rot, settling, cracking, shrinking or expansion of foundations, walls, floors, roofs or ceilings;
- I. damage to bulkheads, piers, wharves or docks, when loss is caused by water-pressure, ice or impact of watercraft;
- J. damage to personal property and/or fine arts caused by processing, renovating, restoration, retouching, repairing, or faulty workmanship thereon, unless fire and/or explosion ensues, and then only for direct loss or damage caused by such ensuing fire or explosion;
- K. against breakage of statuary, marbles, glassware (but not windows, doors, skylights or other structural glass building components), bric-a-brac, porcelains and similar fragile articles, except this exclusion shall not apply to loss or damage caused directly by the following: fire, lightning, aircraft theft and/or attempted theft, cyclone, tornado, windstorm, explosion malicious damage or collision, derailment or overturn of conveyance mechanical breakdown, electrical injury or explosion of steam boilers;
- L. damage to personal property resulting from contamination, shrinkage, evaporation, loss of weight, leakage, breakage of glass or other fragile articles, marring, scratching, exposure to light, or change in color, texture

or flavor, except this exclusion shall not apply to loss or damage caused directly by the following: fire or the combating thereof, lightning, windstorm, hail, explosion, strike, riot or civil commotion, aircraft, vehicles, breakage of pipes or apparatus, mechanical breakdown, electrical injury or explosion of steam boilers.

- M. error or omissions in processing or copying unless fire or explosion ensues and then only for direct loss caused by such ensuing fire or explosion;
- N. damage caused by Asbestos, dioxin or polychlorinated biphenols or other toxic substances such as formaldehyde and mercury (hereinafter all referred to as "Pollutant"); removal from any goods, product or structure unless the asbestos is itself damaged by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm or hail, vandalism, malicious mischief, leakage or accidental discharge from automatic fire protective system. See Section 4(H) for coverage pertaining to boiler/machinery coverage and Section 8 for limits of liability for boiler/machinery related losses.
- O. damage to data processing systems caused directly or indirectly by: faulty construction or error in design unless fire or explosion ensues, and then only for loss, damage or expense caused by such ensuing fire or explosion;
- P. exposure to weather conditions where any "Covered Party's" personal property is left in the open and not contained in buildings;
- Q. error in machine programming or instructions to the machine;
- R. war; (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (b) by an agent of any such government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, revolution, civil war, usurped power; or (4) action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks or contraband or illegal transportation or trade; (5) cyberwarfare.
- S. nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) covered against in this Memorandum of Coverage, however, subject to the foregoing and all provisions of this Memorandum of Coverage, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is covered by this Memorandum of Coverage;

- T. earthquake shock or volcanic action; ASCIP shall not be liable for any loss caused by any earthquake shock or volcanic action occurring before the effective date and time of this Memorandum of Coverage, during the Memorandum of Coverage period, or for any loss occurring after the expiration date and time of this Memorandum of Coverage; However, this exclusion does not apply to Earthquake Sprinkler Leakage (Section 4, (J)). Limit of liability for this coverage is cited in Section 8.
- U. Earth movement including but not limited to earthquake, shock or tremors, volcanic action, landslide, subsidence, sink hole collapse, tsunami, mud flow, rock fall or and other earth movement;
- V. flood; defined as waves, tide or tidal water and the rising (including the overflowing or breaking of boundaries) of lakes, ponds, reservoirs, rivers, streams, harbors and similar bodies of water whether driven by wind or not.
- W. damage or expense when all or any part is caused by, results from, contributed to, or is made worse by earthquake, flood, war, nuclear reaction, or ordinance of law, regardless of any other cause or event, whether or not dominant, which contributes concurrently to or in any sequence to the loss, damage or expense. Direct loss from fire and/or explosion caused by or resulting from the perils of earthquake or flood is covered by this Memorandum of Coverage, subject to all of its terms, conditions and limitations.

In addition, this Memorandum of Coverage does not cover loss, damage or expense caused by or resulting from the following. However, if direct physical loss, damage or expense from a peril otherwise covered by the Memorandum of Coverage ensues from the following, then ASCIP shall be liable, but only for such ensuing loss.

1. Weather conditions, but this exclusion shall only apply if weather conditions contribute concurrently or in any sequence to earthquake, flood, war, nuclear reaction or ordinance of law;
2. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body;
3. Faulty, inadequate or defective:
  - a. planning zoning, development, surveying, siting, construction or building codes, ordinances or building inspections;
  - b. design, specifications, workmanship, repair, construction, renovation, remodeling, grading or compaction;
  - c. materials, parts or equipment used in repair, construction, renovation or remodeling; or



d. maintenance;

a through d above pertain to part or all of any property wherever located.

4. Collapse of all or part of a building or other structure but this exclusion shall only apply if collapse contributes concurrently or in any sequence to earthquake, flood, nuclear reaction, war, or ordinance or law.

X. pollution; loss, damage or expense caused by, resulting from, contributed to or made worse by any of the following whether to property of the "Covered Party" or arising out of or resulting from the liability of the "Covered Party", or the alleged liability of the "Covered Party", or the defense of the "Covered Party" for property of others in the care, custody or control of the "Covered Party" (whether actual or constructive) or otherwise and except as provided in this section regardless of any other cause or event, whether or not dominant, which contributes concurrently or in any sequence to the loss.

1. Actual, alleged, or threatened release, discharge, escape or dispersal of pollutant(s) (as defined in Clause 14), all whether direct or indirect, proximate or remote, sudden, accidental or gradual, or in whole or in part caused by, resulting from, contributed to or made worse by any physical loss or damage insured by this Memorandum of Coverage.

However, this Memorandum of Coverage covers, subject to all of its terms, conditions and limitations, direct physical loss or damage by fire or explosion to property covered which results from the foregoing. In addition, this Memorandum of Coverage covers loss or damage directly caused by the actual contact of property covered by this Memorandum of Coverage with pollutant(s) results directly from unfriendly fire (as defined in Clause 14), smoke from unfriendly fire, lightning, explosion, aircraft and objects falling therefrom, leakage or collision, upset or overturn of transporting conveyance but only to the extent that these perils are not excluded in this Memorandum of Coverage.

2. The enforcement, direction or request of any civil or governmental authority regulating the test for, monitoring, prevention, control, removal, tearing down, demolition, disposal, treatment, clean-up, detoxification, neutralization or containment of pollutant(s), or the restoration, construction, reconstruction or replacement of property contaminated by pollutant(s).

3. Any fines, penalties, compensatory damages, punitive damages, or any other damages, awards or settlements adjudged against the "Covered Party" by any civil or judicial body, or board of

arbitration, and any sums which the "Covered Party" shall voluntarily agree to pay to any third party(ies), and any legal fees or other costs of defense of legal actions, claims, or proceedings and appeals arising out of or attributable to any loss, damage or expense caused by or resulting from pollutant(s).

It is further agreed that if this Memorandum of Coverage covers the cost of the removal of debris of the "Covered Party's" property damaged or destroyed by an insured peril, or the liability of the "Covered Party" for the cost of the removal of debris of the insured property or the cost of defense of the "Covered Party" for the removal of debris of covered property, ASCIP shall not be liable for the expense to:

- a. extract or remove **pollutant(s)** from the debris; or
- b. extract or remove **pollutant(s)** from land, atmosphere or any watercourse or body of water, whether above or below ground; or
- c. remove, restore or replace contaminated or polluted land, atmosphere or any watercourse or body of water, whether above or below ground.
- d. remove or transport any property or debris to a site for storage or decontamination required because the property of debris is affected by **pollutant(s)**, whether or not such removal, transportation or decontamination is required by law or regulation; or
- e. store any property or debris requiring specialized storage because the property or debris is affected by **pollutant(s)**, whether or not such storage is required by law or regulation; regardless of any other cause or event, whether or not dominant, which contributes concurrently to or in any sequence to the loss, damage or expense.

However, this exclusion does not apply to Section 6 (N).

**Section 7. Territory:**

This Memorandum of Coverage covers while the property is anywhere in, and in transit within and between, the continental limits of the United States of America and Canada, or in other geographical areas while property is in the care, custody and control of the, "Covered Party" and the "Covered Party" is acting within the course and scope of the business/operations.

**Section 8. Limits of Liability:**

ASCIP shall not be liable under this Memorandum of Coverage for more than the following limits for loss or damage arising from any one loss or disaster:

A. While at locations at participating districts scheduled in this Memorandum of Coverage:

\$500,000,000 Blanket limit per any one loss, disaster, or casualty.

B. **Sublimits of Liability**

ASCIP shall not be liable hereunder for more than the following sublimits of liability for loss arising from any one loss or disaster:

\$75,000,000 Blanket limit as respects steam boiler explosion, mechanical breakdown and electrical injury (as defined in Section 13)

\$20,000,000 Data restoration in relation to Boiler and Machinery Perils

\$1,000,000 Hazardous Substance removal, in relation to Boiler and Machinery perils

\$50,000,000 Builder's risk as respects construction, reconstruction, alteration, renovation or repair, except frame buildings sublimits are \$25,000,000. Any "Covered Party" who participates in the ASCIP Owner Controlled Insurance Program (OCIP) shall be covered subject to the terms, conditions and exclusions found in the ASCIP OCIP Builders' Risk Policy.

\$5,000,000 Earthquake Sprinkler Leakage per Occurrence and Annual Aggregate

\$25,000 Sublimit of coverage for each item of fine art or jewelry or each musical instrument

\$2,500,000 Terrorism: Annual Aggregate

**Section 9. Deductible:**

In consideration of the reduced premium for which this Memorandum of Coverage is written, it is agreed that each claim for loss or damage (separately occurring) shall be adjusted separately and from the amount of each such adjusted claim the amounts shown below shall be deducted:

Deductibles for all coverages, other than electronic data processing coverage (EDP), shall be the deductible selected for the District's property coverage, as shown on the District's Declarations Page, issued annually.

The EDP deductible for all districts shall be \$5,000 per occurrence.

**Section 10. Valuation:**

For the purpose of this Memorandum, property will be valued at the full cost to repair or replace the property (without deduction for depreciation) if the property is actually repaired or replaced by the "Covered Party" within a reasonable period of time following loss. The payment shall not exceed the amount actually spent to repair or replace the property. If not repaired or replaced, the property will be valued at its actual cash value on date of loss.

The following personal property, however, shall be valued as specified below:

- A. accounts, manuscripts, drawings and other records: ASCIP will reimburse the cost to research, replace or restore the information, including the cost to research and recreate, the information on the valuable papers. If the information cannot be replaced or restored with other of like kind and quality we will pay the blank value;
- B. negatives, transparencies, prints: the cost to replace with an equivalent amount of raw stock;
- C. personal property of others: the amount for which the "Covered Party" is legally liable, but not exceeding actual cash value of date of loss plus the actual cost of labor and material expended by the "Covered Party" on the personal property of others;
- D. fine arts shall be adjusted on the values shown on the "Covered Party" books. It is a condition of this Memorandum that the insured shall keep a detailed and itemized inventory of all property "Covered Party" hereunder, including all stock out on Memorandum consignment. Values must be supported by professional appraisal prior to loss. Limits of liability are stated in Section 8.

**Section 11. Mortgage Provisions**

If the name of a mortgagee (or trustee) is endorsed herein, the following mortgagee (or trustee) provision shall apply:

- A. Mortgagee (or trustee) Interests and Obligations: If the "Covered Party" fails to render proof of loss, the designated mortgagee (or trustee), upon notice, shall render proof of loss to ASCIP in the form specified within sixty (60) days thereafter and shall be subject to the provision hereof relating to appraisal at time of payment and of bringing suit. If ASCIP shall claim that no liability exists as to the mortgagor or owner, it shall, to the extent of payment of loss to mortgagee (or trustee), be subrogated to all the mortgagee's (or trustee's) rights of recovery, but without impairing mortgagee's (or trustee's) right to sue; or it may pay off the mortgage debt and require an assignment thereof and of the mortgage.

- B. Mortgagee (or trustee) Clause: Loss or damage, if any, to buildings covered under this Memorandum of Coverage shall be payable to the aforesaid as mortgagee (or trustee) as their interests may appear, and this Memorandum, as to the interest of the mortgagee (or trustee) only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the within described property, nor by any foreclosure or other proceedings or notice of sale relating to the property, nor by any change in the title or ownership of the property, nor by the occupation of the premises for purposes more hazardous than are permitted by this Memorandum of Coverage; provided, that in case the mortgagor or owner shall neglect to pay any premium due under this Memorandum of Coverage, the mortgagee (or trustee) shall, on demand pay the same.

Provided, also that the mortgagee (or trustee) shall notify ASCIP of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of said mortgagee (or trustee) and, unless permitted by this Memorandum of Coverage, it shall be noted thereon and the mortgagee (or trustee) shall, on demand, pay the premium for such increased hazard for the term of the use thereof; other wise this Memorandum of Coverage shall be null and void.

ASCIP reserves the right to cancel this Memorandum of Coverage at any time as provided by its terms, but in such case this Memorandum of Coverage shall continue in force for the benefit only of the mortgagee (or trustee) for fifteen (15) days after notice to the mortgagee (or trustee) of such cancellation and shall then cease, and ASCIP shall have the right, on like notice, to cancel this agreement.

Whenever ASCIP shall pay the mortgagee (or trustee) any sum for loss or damage under this Memorandum of Coverage and shall claim that, as to the mortgagor or owner, no liability therefore existed, ASCIP shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the mortgagee (or trustee) debt, or may at its option, pay to the mortgagee (or trustee) the whole principal due or to grow due on the mortgage with interest, and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the mortgagee (or trustee) to recover the full amount of said mortgagee's (or trustee's) claim.

Loss or damage, if any, under this Memorandum of Coverage shall be payable to the aforesaid mortgagee (or trustee) as their interests may appear under all present or future mortgages, in order of precedence of such mortgages, in accordance with the terms of this Standard Mortgage Clause, it being understood that no notice of increase or decrease in any mortgagee's (or trustee's) interest is required.

**Section 12. General Conditions:**

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- A. General Conditions governing coverage are delineated in ASCIP's Memorandum of Coverage.
- B. **Other Insurance:** This Memorandum of Coverage shall not cover to the extent of any other insurance whether prior to or subsequent hereto in date, and by whomever effected, directly or indirectly covering the same property, and ASCIP shall be liable for loss or damage only for the excess value beyond the amount due from such other insurance.
- C. **Examination Records:** The "Covered Party" shall, as often as may be reasonably required during the term of this Memorandum of Coverage and up to three years thereafter, produce for examination by ASCIP or its duly authorized representative all the books and records, inventories and accounts relating to the property covered hereunder.
- D. **No Assignment:** This Memorandum of Coverage shall be void if assigned or transferred without the written consent of ASCIP.
- E. **Cancellation:** This Memorandum of Coverage may be canceled by the "Covered Party" by surrender thereof to ASCIP and any of its authorized agents by sending to ASCIP at its legal address written notice stating when thereafter such cancellation shall be effective. This Memorandum of Coverage may be canceled by ASCIP by mailing to the "Covered Party" at its last known legal address reported to ASCIP written notice stating when, not less than sixty (60) days thereafter (except for non-payment of premium which shall be fifteen (15) days thereafter), such cancellation shall be effective. The mailing notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date of the cancellation stated in the notice shall become the end of the Memorandum of Coverage. Delivery of such written notice either by the "Covered Party" or by ASCIP shall be equivalent to mailing. If the "Covered Party" cancels, earned premiums shall be computed in accordance with the customary table and procedure which may be less than pro rata. If ASCIP cancels, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effective and, if not then made, shall be made as soon as practicable after cancellation becomes effective. ASCIP's check or the check of its representative mailed or delivered as aforesaid shall be sufficient tender of any refund of premium due to the Insured.
- F. **Inspections:** ASCIP shall be permitted but not obligated to inspect at all reasonable times, any "Covered Party" property. Neither ASCIP's right to make inspections nor the making thereof nor any report implies that all other hazards or conditions are under control at the time of the inspection on behalf of or for the benefit of the "Covered Party" or others; nor are such inspections for compliance with OSHA regulations or other similar laws.

- G. **Excess Insurance:** Permission is hereby granted to purchase insurance or reinsurance in excess of the amount (Limits of Liability) stated in this Memorandum of Coverage. Such Excess Insurance or reinsurance shall not be considered "Other Insurance" for the purposes of the other insurance reinsurance clause. Excess Insurance or reinsurance shall not be considered in the application of any "Pro Rata Liability" clause or apportionment clause.
- H. **Salvage and Recovery:** When, in connection with any loss hereunder, any salvage, or recovery is received, subsequent to the payment of such loss, the loss shall be figured on the following: The "Covered Party" shall first be made whole: then ASCIP and its reinsurer shall share the remaining portion on a pro rata basis.
- I. **Capital Expenditure Provision:** If a covered building is destroyed, as soon as the actual cash value is measured, that portion of the loss will be paid. At that time, the replacement cost will also be agreed upon. The difference between actual cash value and replacement cost will then be withheld. If the "Covered Party" chooses to rebuild the building that was destroyed, ASCIP shall pay the withheld amount as soon as it has been incurred by the "Covered Party". If, however, the "Covered Party" decides not to replace the building, but to make capital improvements elsewhere, such as a building addition, and that project had not been previously budgeted, ASCIP will pay the "Covered Party" the withheld replacement cost amount as soon as an amount equal to the actual cash value plus replacement cost measurement has been incurred.
- J. **Subrogation:** The insurer will act in concert with ASCIP and all other interests concerned in the exercise of such rights or recovery. If any amount is received as a result of such proceedings, the net amount recovered after deducting the costs of recovery will accrue first to the "Covered Party". Any excess of this amount will be remitted to ASCIP and its' reinsure in proportion to their respective interests as a percent of the total loss (after deducting the "Covered Party" recovery). The "Covered Party" will do nothing after such loss to prejudice such rights of subrogation.
- K. **Fine Arts and Jewelry:** It is a condition of this Memorandum that the "Covered Party" shall keep a detailed and itemized inventory, including professional appraisals of scheduled fine arts and of jewelry.
- L. **Arbitration:** In the event of a dispute between a Covered Party and ASCIP, the dispute shall be subject to arbitration and all parties shall be bound by the findings and decision of the arbitrator(s). All such disputes shall be subject to binding arbitration including, but not limited to, disputes concerning compliance with conditions, the interpretation and extension of coverage, or as to the actions or omissions to act of ASCIP and any Covered Party in connection with any claim or potential claim, including prompt notice of a claim or suit, cooperation in the defense or resolution of a claim or suit, settlement and indemnification of a claim or

suit, whether a first party claim or involving a third party claim. ASCIP shall also have the right to determine when a claim or suit should be settled, and may proceed to settle a claim or suit within its limit of liability, and any dispute between ASCIP and any Covered Party as to the settlement of a claim or suit shall also be subject to binding arbitration.

ASCIP and the Covered Party may agree to use one arbitrator or three arbitrators. The arbitration shall be conducted by the American Arbitration Association ("AAA") and, to the extent not inconsistent with the Bylaws and operative ASCIP – Member agreements, shall be governed by the AAA arbitration rules and procedures, including the rules governing the identification and selection of arbitration panel members. ASCIP and the Covered Party may agree to use an alternative arbitration service or to select privately an arbitrator or a three person arbitrator outside of AAA.

Regardless of the outcome of the arbitration, ASCIP and the Covered Party shall share equally in the costs of the arbitration and in the compensation of the arbitrators, which fees and costs shall not be subject to reallocation based upon whether ASCIP or the Covered Party is the prevailing party.

The arbitrators shall consider this agreement an honorable engagement rather than merely a legal obligation. Local rules of law as to procedure and evidence will apply and arbitration shall take place in the County of Los Angeles. The decision of the majority of the arbitrators shall be final and binding upon both parties and not subject to appeal.

A judgment based on the majority decision of the arbitrators may be entered in any court having jurisdiction upon the request of the Covered Party or ASCIP.

**Section 13. Definitions:**

- A. **Real Property:** Building means an intended or existing roofed and walled structure including signs, glass, exterior light fixtures and poles, man-made structures on the land such as fencing or well-housings, building equipment and personal property of the "Covered Party" associated with the building; brick, stone or concrete foundations, piers or other supports of the building or its equipment which are below the undersurface of the lowest basement floor, or, where there is no basement, which are below the surface of the ground.
- B. **Personal Property:** All your business personal property; business personal property in which you have an insurable interest; personal property of others; labor, materials and services furnished or arranged by you on personal property of others; and tenant's improvements and betterments..



- C. **Pollutant(s):** Any solid, liquid, gaseous or thermal irritant or contaminant substance, including but not limited to any smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste (whether recycled, reconditioned or reclaimed) which are designated as pollutant(s) in listing(s) published by the United States Environmental Protection Agency (U.S.E.P.A.) or by any other governmental authority, or if unlisted, exhibit(s) the characteristic(s) of ignitability, corrosively, reactivity, or toxicity to a degree which would cause such substances to be so listed if the subject were to be addressed by the U.S.E.P.A. or by any other governmental authority.
- D. **Unfriendly Fire:** A fire which becomes uncontrolled or breaks out from where it was intended to be.
- E. **Electronic Data Processing Equipment including Telephone Systems and Equipment,** Data processing systems, component parts, and related peripheral equipment including air conditioning and fire protection equipment used solely for data processing operations.
- F. **Electronic Data Processing Media:** Punch cards, tapes, discs, drums, cells or other magnetic recording or storage devices including the information recorded on the media. It also includes the original source material used to enter data and/or program.
- G. **Explosion of Steam Boilers:** Loss or damage caused by or resulting from the explosion or rupture or bursting of steam boilers or steam pipes or steam turbines or steam engines or flywheels owned or operated by the insured.
- H. **Electrical Injury:** Loss or damage caused by or resulting from electrical injury or any coincident rupture of electrical equipment due to such injury.
- I. **Accident:** Accident shall mean a sudden and accidental breakdown of **Property** or part thereof which manifest itself at the time of its occurrence by physical damage that necessitates repair or replacement of the **Property** or part thereof.
- J. **Fine Arts:** Antiques and objects of art of every nature.

**Section 14. Titles of Paragraphs:**

The titles of paragraphs of this Memorandum of Coverage and of endorsements and supplemental contracts, if any, or hereafter attached hereto are inserted solely for convenience of reference and shall not be deemed in any way to limit or affect the provisions to which they relate.

**ALLIANCE OF SCHOOLS FOR COOPERATIVE INSURANCE PROGRAMS**

**Automobile Physical Damage**

**MEMORANDUM OF COVERAGE**

Throughout this Memorandum, words and phrases that appear in bold type have special meaning. They are defined in SECTION VI, DEFINITIONS.

In consideration of the payment of the contribution, ASCIP agrees with the **Covered Party** as follows:

**SECTION I - COVERAGES**

ASCIP will pay for loss to a **covered automobile** or its equipment under:

- A. Comprehensive Coverage: From any cause except the **covered automobile's** collision with another object or its overturn.
- B. Collision Coverage: Caused by the **covered automobile's** collision with another object or its overturn.

**SECTION II - EXCLUSIONS**

**WHAT ASCIP WILL NOT COVER (EXCLUSIONS)**

This Memorandum does not apply to:

- A. Wear and tear, freezing, or mechanical or electrical breakdown unless caused by other loss covered by this Memorandum.
- B. Blowouts, punctures or other road damage to tires unless caused by other loss covered by this Memorandum.
- C. Loss caused by declared or undeclared war or insurrection or any of their consequences.
- D. Loss caused by the explosion of a nuclear weapon or its consequences.
- E. Loss caused by radioactive contamination.
- F. Loss to tape decks or other sound reproducing equipment not permanently installed in a **covered automobile**.
- G. Loss to tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.

- H. **Loss** to any sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the **automobile** manufacturer for the installation of a radio.
- I. **Loss** to any trailer or semi-trailer, licensed or unlicensed, that was not intended for and/or readily capable of primary road use at the time of **loss**.

### SECTION III - -LIMIT OF LIABILITY

#### **HOW ASCIP WILL PAY FOR LOSSES - THE MOST ASCIP WILL PAY**

- A. At ASCIP's option, ASCIP may:
  - 1. Pay for, repair or replace damaged or stolen property; or
  - 2. Return the stolen property, at ASCIP's expense. ASCIP will pay for any damage that results to the **automobile** from the theft.
- B. ASCIP will pay for the **loss**, whichever is the lower of the following amounts:
  - 1. The actual cash value of the damaged or stolen property at the time of **loss**; or
  - 2. The cost of repairing or replacing the damaged or stolen property with other of like kind of quality.
- C. For each **covered automobile**, ASCIP's obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in Section IV.
- D. **Extension of Limits of Liability**

If a rental automobile is damaged or stolen and the Covered Party has accepted financial responsibility for the loss of use of the vehicle, ASCIP will pay the charges for which the Covered Party is liable. This coverage is subject to a \$1,500 deductible. However, this deductible shall be charged only once during an occurrence and shall not be in addition to the deductible paid for any damage to the rented automobile.

#### SECTION IV - DEDUCTIBLES

For each **covered automobile**, ASCIP's obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown below.

<u>Coverage</u>	<u>Deductible for each Covered automobile</u>
Comprehensive	\$1,500
Collision	\$1,500

#### SECTION V - LOSS PAYABLE CLAUSE

##### **WHO ASCIP WILL PAY:**

- A. **ASCIP** will pay the **Covered Party** and its **loss payee**, on file with **ASCIP** or its authorized representative, for **loss** to a **covered automobile**, as their interests may appear.
- B. The coverage includes the interest of the **loss payee** unless the **loss** results from fraudulent acts or omissions on the **Covered Party's** part.
- C. **ASCIP** may terminate this coverage at any time in accordance with the bylaws of **ASCIP**. Termination ends this agreement as to the **loss payee's** interest. If **ASCIP** terminates this coverage, **ASCIP** will mail the **Covered Party** and the **loss payee** the same advance notice.
- D. If **ASCIP** makes any payment to the **loss payee**, **ASCIP** will obtain the **loss payee's** rights against any other party.

#### SECTION VI - DEFINITIONS

##### **WORDS AND PHRASES WITH SPECIAL MEANING:**

**ASCIP** refers to the Alliance of Schools for Cooperative Insurance Programs.

**Automobile** refers to a land motor vehicle, trailer, or semi-trailer, subject to motor vehicle registration.

**Covered automobile** means any **automobile** owned, leased or rented by a **Covered Party**.

**Covered Party** refers to the **Covered Party** named in the declarations.

**Leased automobile** means an **automobile** leased to the **Covered Party** under a leasing agreement of one year or more, including any substitute or replacement **automobile** for which the leasing agreement requires the **Covered Party** to provide primary insurance.

**Loss** refers to direct and accidental damage or loss.

**Automobile** means a land motor vehicle, trailer or semi-trailer, subject to motor vehicle registration, and maintained and primarily utilized for transportation purposes only.

**Rented Automobile** means any automobile rented by a **Covered Party** for use in the course and scope of a district program.

**Loss of use of a Rented Automobile** refers to that value which is lost by virtue of a rented automobile becoming incapacitated due to an occurrence.

### SECTION VIII - CONDITIONS

This Memorandum of Coverage is subject to the following conditions:

A. Contribution Payment

The annual contribution payment shall be due and payable upon terms established by ASCIP's Board of Directors. The amount of the annual contribution will be based on rates in effect at the inception of this Memorandum and on each subsequent anniversary. Contributions shall include any assessments required by ASCIP, in accordance with the bylaws. ASCIP shall not be required to perform any obligations under this Memorandum if all contributions and assessments are not paid in accordance with the bylaws.

B. Termination

This Memorandum and coverage provided hereby may be terminated at any time in accordance with the bylaws of ASCIP.

Statutory Provisions

Terms of this Memorandum which are in conflict with the statutes of the State of California are amended to conform to such statutes.

D. Covered Party's Duties in the Event of Loss

To recover for **loss** to a **covered automobile** or its equipment, the **Covered Party** must do the following:

1. Provide written notice containing particulars sufficient to identify the **Covered Party** and also reasonably obtained able information with respect to the time, place and circumstances of the accident. The names and

addresses of the **Covered Party** and of available witnesses, shall be given by or for the **Covered Party** to **ASCIP** or any of its authorized agents as soon as practicable.

2. Permit **ASCIP** or its representative to inspect and appraise the damaged property before its repair or disposition.
3. Do what is reasonably necessary after loss at **ASCIP**'s expense to protect the **covered automobile** from further loss.
4. Submit a proof of loss when required by **ASCIP**.
5. Promptly notify the police if the **covered automobile** or any of its equipment is stolen.

E. Subrogation - **ASCIP**'s Right to Recover from Others

If **ASCIP** makes any payment, **ASCIP** is entitled to recover what **ASCIP** paid from other parties. Any person to or for whom **ASCIP** makes payment must transfer to **ASCIP** his or her rights of recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that would jeopardize them.

F. No Benefit to Bailee

**ASCIP** will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provisions of this Memorandum.

G. Appraisal for Physical Damage Losses

1. If the **Covered Party** and **ASCIP** fail to agree as to the amount of loss, either may demand an appraisal of the loss. In such event, the **Covered Party** and **ASCIP** shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of loss, and failing to agree, shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The **Covered Party** and **ASCIP** shall each pay their chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.
2. **ASCIP** shall not be held to have waived any of its rights by any act relating to appraisals.

H. Other Coverage

1. This Memorandum provides primary coverage for any **covered automobile**.

2. When two or more memorandums or policies cover on the same basis, **ASCIP** will pay only its share. **ASCIP**'s share is the proportion that the limit of its memorandum bears to the total of the limits of all the memorandums and policies covering on the same basis.

I. Bankruptcy or Insolvency

Bankruptcy or insolvency of the **Covered Party** shall not relieve **ASCIP** of any of its obligations hereunder.

J. Arbitrator

In the event of a dispute between a Covered Party and **ASCIP**, the dispute shall be subject to arbitration and all parties shall be bound by the findings and decision of the arbitrator(s). All such disputes shall be subject to binding arbitration including, but not limited to, disputes concerning compliance with conditions, the interpretation and extension of coverage, or as to the actions or omissions to act of **ASCIP** and any Covered Party in connection with any claim or potential claim, including prompt notice of a claim or suit, cooperation in the defense or resolution of a claim or suit, settlement and indemnification of a claim or suit, whether a first party claim or involving a third party claim. **ASCIP** shall also have the right to determine when a claim or suit should be settled, and may proceed to settle a claim or suit within its limit of liability, and any dispute between **ASCIP** and any Covered Party as to the settlement of a claim or suit shall also be subject to binding arbitration.

**ASCIP** and the Covered Party may agree to use one arbitrator or three arbitrators. The arbitration shall be conducted by the American Arbitration Association ("AAA") and, to the extent not inconsistent with the Bylaws and operative **ASCIP** – Member agreements, shall be governed by the AAA arbitration rules and procedures, including the rules governing the identification and selection of arbitration panel members. **ASCIP** and the Covered Party may agree to use an alternative arbitration service or to select privately an arbitrator or a three person arbitrator outside of AAA.

Regardless of the outcome of the arbitration, **ASCIP** and the Covered Party shall share equally in the costs of the arbitration and in the compensation of the arbitrators, which fees and costs shall not be subject to reallocation based upon whether **ASCIP** or the Covered Party is the prevailing party.

The arbitrators shall consider this agreement an honorable engagement rather than merely a legal obligation. Local rules of law as to procedure and evidence will apply and arbitration shall take place in the County of Los Angeles. The decision of the majority of the arbitrators shall be final and binding upon both parties and not subject to appeal.

A judgment based on the majority decision of the arbitrators may be entered in any court having jurisdiction upon the request of the Covered Party or **ASCIP**.

## ALLIANCE OF SCHOOLS FOR COOPERATIVE INSURANCE PROGRAMS

### Comprehensive Crime

#### MEMORANDUM OF COVERAGE

Throughout this Memorandum words and phrases that appear in **bold type** have special meaning. They are defined in SECTION VI, DEFINITIONS.

In consideration of the payment of the contribution, **ASCIP** agrees to indemnify the **Covered Party** for:

#### SECTION I – COVERAGES

##### A. EMPLOYEE FAITHFUL PERFORMANCE BLANKET BOND

Loss caused to the **Covered Party** through the failure of any **employee(s)** acting alone or in collusion with others to perform faithfully his duties or to account properly for all monies and property received by virtue of his position or employment during the coverage period. The amount applicable to indemnity shall **not exceed** in the aggregate the amount stated in the declarations, Limit of Liability applicable to Employee Faithful Performance after application of the deductible shown in the declarations.

##### B. PREMISE COVERAGE

ASCIP shall be liable for direct losses caused by the actual destruction, disappearance, wrongful abstraction or **computer theft of money and securities** within or from the **premises, banking premises** or night depository chute or safe maintained by any bank or trust company.

Coverage under this coverage clause shall also include:

1. Loss or damage to other property by **robbery** or attempt threat within the **premises**,
2. Loss of or damage to such property contained within any safe which results from **safe burglary** or attempt threat within the **premises**,
3. Damage to a locked safe, cash drawer, cash box or cash register within the **premises** by felonious entry or attempt threat or loss by felonious abstraction of such container from within the premises, and
4. Damage to the premises resulting from such **safe burglary** or **robbery**.

##### C. TRANSIT COVERAGE

**ASCIP** shall be liable for direct losses caused by the actual destruction, disappearance or wrongful abstraction of **money and securities** outside the **premises**, while being conveyed by the **Covered Party**, an **employee**, an armored motor vehicle company or any other person



duly authorized by the **Covered Party** to have custody thereof. Coverage under this clause shall also include:

1. Loss or damage to other property by **robbery** or attempt threat outside the **premises** while the property is being covered by the **Covered Party**, an **employee** or an armored vehicle company; and
2. Loss by **theft** of such property while temporarily within the home of an **employee**.

**D. DEPOSITORS FORGERY COVERAGE**

**ASCIP** shall be liable for direct losses caused by forgery or alteration of, on or in any check, draft, promissory note, bill of exchange or similar written promise, order or direction to pay a sum certain in **money**, made or drawn by, or drawn upon the **Covered Party**, or made to drawn by one acting as agent of the **Covered Party** or purporting to have been made or drawn as set forth above, including:

1. Any check or draft in the name of the **Covered Party** payable to a fictitious payee and endorsed in the name of the fictitious payee;
2. Any check or draft procured in a face-to-face transaction with the **Covered Party** or with one acting as agent of the **Covered Party** by anyone impersonating another and made or drawn payable to the one impersonated and endorsed by anyone other than the one impersonated; and
3. Any payroll check, payroll draft or payroll order made or drawn by the **Covered Party** payable to bearer as well as to a named payee and endorsed by anyone other than the named payee without authority of the payee.

For purposes of this coverage clause mechanically reproduced facsimile signatures shall be treated the same as handwritten signatures.

If the **Covered Party** or the **Covered Party's** bank of deposit, at the request of the **Covered Party** shall refuse to pay any of the foregoing instruments made or drawn as set forth above alleging that the instruments are forged or altered, and this refusal shall result in suit being brought against the **Covered Party** or bank to enforce payment and **ASCIP** shall give its written consent to the defense of the suit, then any reasonable attorney's fees, court costs or similar legal expenses incurred and paid by the **Covered Party** or bank in defense shall be considered a loss under this coverage clause, and the liability of **ASCIP** for such loss shall be in addition to any other liability under this coverage clause.

If, at the **Covered Party's** request, **ASCIP** waives any rights it may have against the bank upon which the instrument was drawn, the **Covered Party** and the bank shall assign to **ASCIP** all of their rights against any other person, firm or corporation.

## SECTION II – EXCLUSIONS

### A. Coverage under this Memorandum does not apply to:

1. Loss due to war (whether or not declared), civil war, insurrection, rebellion or revolution, military, naval or usurped power, governmental intervention, expropriation or nationalization, or any act or condition incident to any of the foregoing;
2. Loss involving the cost of reproducing any information contained in any lost or damaged manuscripts, records, accounts, microfilms, tapes or other records;
3. Any expenses incurred by the **Covered Party** in establishing the existence or the amount of any loss covered under the Memorandum;
4. Loss of income not realized by the **Covered Party** as the result of any loss covered under this Memorandum;
5. Fees, costs or expenses incurred or paid by the **Covered Party** in prosecuting or defending any legal proceeding or claim (other than legal proceedings covered under Coverage Clause D above) whether or not such proceeding results or would result in a loss recoverable under this policy;
6. Loss unless reported and proved in accordance with Section IV.E hereof;
7. Loss unless discovered and written notice thereof given to **ASCIP** within:
  - a) Sixty (60) days following termination of any insuring clause in its entirety, or
  - b) Sixty (60) days following termination of this Memorandum in its entirety, or
  - c) One (1) year following such termination if the termination results from the voluntary liquidation or voluntary dissolution of the **Covered Party**; or
8. Loss sustained by any **Covered Party** herein unless discovered and written notice thereof given to **ASCIP** within sixty days following termination of this Memorandum as to such **Covered Party**.

### B. Coverage under Coverage Clause A does not apply to:

1. Loss caused by an **employee** not engaged in the regular service of the **Covered Party**;
2. Loss caused by an employee if management personnel of the **Covered Party** possesses knowledge of any act or acts of theft, fraud or dishonesty committed by such **employee**:
  - a) In the service of the **Covered Party** or otherwise during the term of employment by the **Covered Party** or
  - b) Prior to employment by the **Covered Party** provided that such conduct involved **money, securities** or other property valued at \$10,000 or more:

3. Loss caused by any broker, factor, commission merchant, consignee, contractor or other agent or representative of the same general character.
4. Loss or that part of any loss the proof of which involves in any manner.
  - a) A profit and loss computation or comparison, or
  - b) A comparison of inventory records with an actual physical count; provided, however, that where the **Covered Party** establishes wholly apart from such comparison that it has sustained a loss covered under Insuring Clause A, then it may offer its inventory records and actual physical count of inventory in support of the amount of loss claimed.

C. Coverage under Coverage Clause B and C does not apply to loss damage:

1. Due to **theft** or any other fraudulent, dishonest or criminal act (other than **safe burglary** or **robbery** attempt threat) by any **employee**, director, trustee or authorized representative of the **Covered Party** whether acting alone or in collusion with others;
2. Due to fire except:
  1. Loss of or damage to **money** or **securities**, or
  2. Damage to any safe or vault caused by the application of fire thereto for the purpose of **safe burglary**;
3. Due to the giving or surrendering of **money** or **securities** in any exchange or purchase;
4. Of or to manuscripts, records, accounts, microfilm, or tapes;
5. Due to forgery;
6. Of or to **money**, **securities** or other property while in the mail or in the custody of a carrier for hire other than a armored motor vehicle company;
7. Of or to **money**, **securities** or other property while in the custody of any bank, trust company, similar recognized place of safe deposit, armored motor vehicle company or any person who is duly authorized by the **Covered Party** to have custody of the property unless the loss is in excess of the amount recovered or received by the **Covered Party** under:
  - a) The **Covered Party's** contract, if any, with, or insurance carried by, any of the foregoing, or
  - b) Any other insurance or indemnity in force which would cover the loss in whole or in part, in which case this Memorandum shall cover only such excess;
8. Due to nuclear reaction, nuclear radiation or radioactive contamination or to any act or condition incident to any of the foregoing, or

9. Of or to **money, securities** or other property as a result of kidnap/ransom or other extortion payments (as distinguished from the proceeds of a **robbery**) surrendered to any person as a result of a threat to do:
  - a) Bodily harm to any person, or
  - b) Damage to the premises or other property owned by the **Covered Party** or held by the **Covered Party**.
- D. Coverage under Insuring Clause D does not apply to loss through forgery or alternation of, on, or in:
  1. Any instrument, if such forgery or alteration is committed by any **employee** or by any person in collusion with any **employee**; or
  2. Any registered or coupon obligations issued or purported to have been issued by the **Covered Party** or any coupons attached thereto or detached therefrom.

### SECTION III – GENERAL CONDITIONS

This Memorandum of Coverage is subject to the following conditions:

#### A. CONTRIBUTION PAYMENT

The annual contribution payment shall be due and payable upon terms established by ASCIP's Executive Committee. The amount of the annual contribution would be based on rates in effect at the inception of this Memorandum and on each subsequent anniversary. Contributions shall include any assessments required by **ASCIP**, in accordance with the bylaws. **ASCIP** shall not be required to perform any obligations under this Memorandum if all contributions and assessments are not paid in accordance with the bylaws.

#### B. STATURORY PROVISIONS

Terms of this Memorandum which are in conflict with the statutes of the State of California are amended to conform to such statutes.

#### C. OWNERSHIP

ASCIP'S liability under the Memorandum shall apply only to money, securities and other property owned by the **Covered Party** or for which the **Covered Party** is legally liable, or held by the **Covered Party** in any capacity whether or not the **Covered Party** is liable; provided that **ASCIP** shall not be liable for damage to the premises unless the **Covered Party** is the owner or is liable for such damage.

**D. OTHER COVERAGE**

If the **Covered Party** or any other party at interest in any loss covered by this Memorandum has any bond, indemnity or insurance which would cover such loss in whole or in part in the absence of this Memorandum, then this Memorandum shall be null and void to the extent of the amount of such other bond, indemnity or insurance; but this Memorandum shall cover such loss, subject to its exclusions, conditions and other terms, only to the extent of the amount of such loss in excess of the amount of such other bond, indemnity or insurance.

**E. ASCIP'S LIABILITY**

The liability of **ASCIP** shall be for losses which occur during the coverage period as contained in the Declarations.

**F. LIABILITY FOR PRIOR LOSSES**

The Liability of **ASCIP** for loss sustained prior to:

1. The effective date of this Memorandum, or
2. The effective date additional **Covered Parties** or coverages are subsequently added, in subject to the following:
  - a) The **Covered Party** or some predecessor in interest of the **Covered Party** carried some other Memorandum, bond or policy (other than a fidelity memorandum, bond or policy, with respect to such loss under Insuring Clause D) which, at the time such loss was sustained, afforded on or at the time which the loss was sustained or on the person or persons (whether **employee(s)** of the **Covered Party** or not) causing the loss, some or all of the coverage of the Insuring Clause of this Memorandum applicable to the loss; and
  - b) Such prior coverage and the right of claim for loss thereunder continued under the same or some superseding bond or policy without interruption from the time the loss was sustained until the date specified in (1) or (2) above; and
  - c) The loss shall have been discovered after the expiration of the time discovery of such loss under the last such memorandum, bond or policy.

The liability of **ASCIP** with respect to such loss shall not exceed the amount which would have been recoverable under the coverage in force at the time the loss was sustained, or the amount recoverable under the Insuring Clause of this Memorandum applicable to the loss, whichever is smaller.

## SECTION IV – PROVISIONS AFFECTING LOSS SETTLEMENT

### A. LIMITS OF LIABILITY

The payment of any loss under this Memorandum shall not reduce the liability of **ASCIP** for Other losses; provided, however, that the maximum liability of **ASCIP** shall not exceed the dollar amount set forth in the Declaration "Coverage and Limit Liability":

1. Applicable to Coverage Clause A, for any loss or losses caused by any **employee(s)** or in which any **employee(s)** is (are) concerned or implicated, either resulting from a single act or any number of such acts, regardless of when, during the period of this Memorandum or prior thereto, such acts occurred;
2. Applicable to Coverage Clause B or C, for any loss or losses resulting from any one casualty or event (all losses resulting from an actual or attempted fraudulent or dishonest act or series of related acts at the **premises** or **banking premises** whether committed by one or more persons shall be deemed to be one casualty or event); or
3. Applicable to Coverage Clause D, for any loss or losses caused by forgery or alteration committed by any person or in which such person is concerned or implicated, either resulting from a single act or any number of such acts, regardless of the number of instruments involved or when, during the period of this Memorandum or prior thereto, such acts occurred.

### B. NON-ACCUMULATION OF LIABILITY

Regardless of the number of years this Memorandum shall continue in force, and the number of contributions which shall be payable or paid or any other circumstances whatsoever, the liability of **ASCIP** under this Memorandum with respect to any loss or losses shall not be cumulative from year to year or from period to period. When there is more than one **Covered Party**, the aggregate liability of **ASCIP** for Loss or Losses sustained by any or all them shall not exceed the amount for which **ASCIP** would be liable if all losses were sustained by any one of them.

### C. DEDUCTIBLE-NO SUPERSEDED INSURANCE CARRIER INVOLVED

From each loss sustained or discovered by the **Covered Party** after deducting all recoveries (except indemnity, insurance or suretyship held by the **Covered Party** or **ASCIP** for their benefit) on account thereof made prior to payment shall be deducted the amount(s) specified in the Declarations.

### D. DEDUCTIBLE-SUPERSEDED INSURANCE INVOLVED

Should any loss be discovered which is partly recovered under this Memorandum and partly recoverable under a prior memorandum, bond or policy containing a deductible amount, the deductible amount specified in the Declarations shall be reduced by the deductible amount applied to such loss by the superseded insurance carrier.

**E. NOTICE-PROOF-LEGAL PROCEEDINGS**

Upon knowledge or discovery by a **Covered Party** or office or employee or elected or appointed official thereof, of loss or of an occurrence which may become a loss, written notice shall be given at the earliest practicable moment, and in no event later than sixty days after such discovery. Within four months after such discovery the **Covered Party** shall furnish to **ASCIP** affirmative proof of loss with full particulars. Legal proceedings for recovery of any loss hereunder shall not be brought after the expiration of two years from the discovery of such loss, except that any legal proceedings to recover hereunder on account of any judgment against the **Covered Party** of any of the **Covered Party's** banks of deposit in any referred to in Coverage Clause D, or to recover any such expenses paid in any such suit shall become final. Proof of loss under Coverage Clause D shall include the instrument which is the basis of claim for the loss; but if it shall be impossible to file the instrument, the affidavit of the **Covered Party** or the **Covered Party's** bank of deposit setting forth the amount and cause of the loss shall be accepted instead. If any limitation embodied herein is prohibited by any law controlling the construction thereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

At **ASCIP'S** request, the **Covered Party** shall submit to examination by **ASCIP**, subscribe the same under oath if required and produce for **ASCIP's** examination all pertinent records at such reasonable times and places as **ASCIP** shall designate, and shall cooperate with **ASCIP** in all matters pertaining to any loss or claim.

**F. VALUATION**

In no event shall **ASCIP** be liable for more than:

1. The actual market value of lost, damaged or destroyed **securities** at the close of business on the business day immediately preceding the day on which the loss is discovered, or for more than the actual cost of replacing the **securities**, whichever is less;
2. The cost of blank books, pages, tapes, or other blank material to replace lost or damaged books of account or other records;
3. The actual cash value at the time of loss of other lost, damaged or destroyed property or for more than the actual cost of repairing or replacing the property of similar quality and value, whichever is less, or
4. The United States dollar value of a foreign currency based on the free currency rate of exchange in effect on the day any loss involving foreign currency is discovered.

**G. RECOVERIES**

If the **Covered Party** shall be sustain any loss covered by this Memorandum, all recoveries (except from suretyship, insurance, reinsurance, or indemnity taken by or for the benefit of **ASCIP**) made after the loss, less the actual cost of recovery, shall be distributed as follows:

1. The **Covered Party** shall be reimbursed from such recoveries for any loss which exceeds the amount of coverage provided by this Memorandum less the deductible amount, any

balance shall be applied to reimbursement of **ASCIP** to the extent of its loss and any remainder paid to the **Covered Party**. If there is no excess loss the total recoveries shall be distributed first in reimbursement to **ASCIP** to the extent of its loss and any remainder paid to the **Covered Party**.

#### H. SUBROGATION

In the event of any payment under this Memorandum, **ASCIP** shall be subrogated to all the **Covered Party's** rights of recovery against any person or organization, and the **Covered Party** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Covered Party** shall do nothing after loss to prejudice such rights.

#### I. KNOWLEDGE OF PRIOR THEFT

For the purpose of this Memorandum and the exclusions contained in Section II.B.2., knowledge possessed by the **Covered Party** means knowledge possessed by any management personnel who is aware of the employment of a person and that person's prior acts of **theft**, fraud or dishonesty.

At the sole discretion of **ASCIP**, coverage may be extended to any individual upon written application by the **Covered Party** and consent given by **ASCIP**.

#### J. ARBITRATION

In the event of a dispute between a Covered Party and **ASCIP**, the dispute shall be subject to arbitration and all parties shall be bound by the findings and decision of the arbitrator(s). All such disputes shall be subject to binding arbitration including, but not limited to, disputes concerning compliance with conditions, the interpretation and extension of coverage, or as to the actions or omissions to act of **ASCIP** and any Covered Party in connection with any claim or potential claim, including prompt notice of a claim or suit, cooperation in the defense or resolution of a claim or suit, settlement and indemnification of a claim or suit, whether a first party claim or involving a third party claim. **ASCIP** shall also have the right to determine when a claim or suit should be settled, and may proceed to settle a claim or suit within its limit of liability, and any dispute between **ASCIP** and any Covered Party as to the settlement of a claim or suit shall also be subject to binding arbitration.

**ASCIP** and the Covered Party may agree to use one arbitrator or three arbitrators. The arbitration shall be conducted by the American Arbitration Association ("AAA") and, to the extent not inconsistent with the Bylaws and operative **ASCIP** – Member agreements, shall be governed by the AAA arbitration rules and procedures, including the rules governing the identification and selection of arbitration panel members. **ASCIP** and the Covered Party may agree to use an alternative arbitration service or to select privately an arbitrator or a three person arbitrator outside of AAA.

Regardless of the outcome of the arbitration, **ASCIP** and the Covered Party shall share equally in the costs of the arbitration and in the compensation of the arbitrators, which fees and costs shall not be subject to reallocation based upon whether **ASCIP** or the Covered Party is the prevailing party.



The arbitrators shall consider this agreement an honorable engagement rather than merely a legal obligation. Local rules of law as to procedure and evidence will apply and arbitration shall take place in the County of Los Angeles. The decision of the majority of the arbitrators shall be final and binding upon both parties and not subject to appeal.

A judgment based on the majority decision of the arbitrators may be entered in any court having jurisdiction upon the request of the Covered Party or ASCIP.

#### SECTION V. TERMINATION PROVISIONS

##### A. TERMINATION AS TO ANY EMPLOYEE

This policy shall terminate as to any employee:

1. Immediately upon discovery by the **Covered Party** or any manager of the **Covered Party** (not in collusion with such employee) of any act of **theft** or other fraudulent or dishonest act by the **employee** without prejudice to the loss of any property then being conveyed by the **employee** outside the **premises**, or
2. Twenty days after the receipt by the **Covered Party** of a written notice of termination from **ASCIP**, whichever first occurs.

##### B. TERMINATION OF MEMORANDUM OF COVERAGE

This Memorandum and coverage provided hereby may be terminated at any time in accordance with the bylaws of **ASCIP**.

#### SECTION VI. DEFINITIONS

- A. **ASCIP** means Alliance of Schools for Cooperative Insurance Programs.
- B. **Banking premises** means the interior of that portion of any building or buildings occupied by any bank, trust company or similar recognized place of safe deposit.
- C. **Computer theft** means the intentional taking of **money securities** through use of a computer located at the **Covered Party's premises** or elsewhere.
- D. **Covered Party** means the **Covered Party** named in the Declaration.
- E. **Employee** or **employees** means, respectively, one or more persons while in the regular service of any **Covered Party** in the ordinary course of the **Covered Party's** business during the term of this memorandum and whom any **Covered Party** compensates by salary, wages and/or commissions and has the right to govern and direct in the performance of such service; and shall also mean:
  1. Any non-compensated officer or elected or appointed official of any **Covered Party**.

2. Any **ex-employee** for a period not exceeding thirty days following termination of such person's services,
  3. Any director or trustee of any **Covered Party** while performing acts coming within the scope of the usual duties of any **employee**, and
  4. Any individual or individuals assigned to perform **employee** duties for any **Covered Party**, within the **Covered Party's premises**, by any agency furnishing temporary personnel on a contingent or part-time basis; provided, however, that this policy does not cover any loss caused by any such individual if such loss is also covered by any fund, insurance or suretyship held by the agency furnishing such temporary personnel to the **Covered Party**.
- F. **Money** means only currency, coin, bank notes and bullion.
- G. **Premises** means that portion of the interior of any building occupied by the **Covered Party** in conducting its business.
- H. **Robbery** means the unlawful taking of insured property from a **Covered Party**, an **employee** or any other person authorized by the **Covered Party** to have custody of the property by violence, threat of violence or other overt felonies act committed in the presence and cognizance of such person, except any person acting as a watchman, porter or janitor.
- I. **Safe burglary** means the felonious abstraction of insured property from within a vault or safe located within the premises by a person making felonious entry into such vault or safe and any vault containing the safe, when all doors thereof are fully closed and locked by at least one combination or time lock, provided that such entry shall be made by actual force and violence, demonstrated by visible marks made by tools, electricity, gas or other chemicals upon the exterior of:
1. A door or doors of such vault or safe and any vault containing the safe, if entry is made through such doors, or
  2. The top, bottom or walls of such vault or safe and any vault containing the safe through which entry is made, if not made through such doors.
- J. **Securities** means all negotiable and non-negotiable instruments or contracts representing either **money** or other property, including revenue and other stamps in current use, tokens and tickets, but not including **money**.
- K. **Theft** means the unlawful taking of **money**, **securities** or other property to the deprivation of the **Covered Party**.

## ***WORKERS' COMPENSATION***

Workers' Compensation is a self-funded program which provides first dollar, \$150,000, \$250,000 or \$350,000 retention levels.

Information about the Workers' Compensation program and the Policy is included in the following pages.

If you have purchased this program you Declarations Page follows this page.



**Alliance of Schools for Cooperative Insurance Programs**

16550 Bloomfield Avenue, Cerritos, CA 90703 (562) 403-4640

**ALLIANCE OF SCHOOLS FOR COOPERATIVE INSURANCE PROGRAMS**

**Workers' Compensation**

**MEMORANDUM OF COVERAGE**

Throughout this Memorandum the term "Covered Party" refers to the District named in the Declaration and participating in the ASCIP Workers' Compensation Program.

**SECTION I - COVERAGE**

In consideration for the Covered Party's payment of the required contribution for participation in the Workers' Compensation Program, ASCIP agrees to pay on behalf of the Covered Party the benefits required of the Covered Party by the workers' compensation laws of the State of California, including any amendments to those laws which are in effect during the coverage period. It does not include any federal workers' compensation law, any federal occupational disease law or the provisions of any law that provide non-occupational disability benefits, or any laws other than California state compensation laws.

**A. WORKERS' COMPENSATION INSURANCE**

This coverage applies to bodily injury by accident or by disease and includes any resultant death. The bodily injury must solely arise out of and be in the course and scope of the injured employee(s) employment by the Covered Party. Bodily injury by accident must occur during the coverage period. Bodily injury by disease must be caused by or aggravated by the condition of the employee(s) employment during the coverage period. The employee(s) last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the coverage period.

**B. EMPLOYER'S LIABILITY**

This coverage applies to bodily injury by accident or by disease and includes any resultant death. The bodily injury must arise solely out of and in the course and scope of the injured employee(s) employment by the Covered Party. Bodily injury by accident must occur during the coverage period. Bodily injury by disease must be caused by or aggravated by the condition of the employee(s) employment and the last day of exposure to the conditions causing or aggravating such injury must occur during the coverage period.

**C. DEFENSE COSTS FOR CALIFORNIA LABOR CODE SECTION 132A AND SECTION 4553**

This additional defense coverage applies only to proceedings or suits against the Covered Party for increased workers' compensation benefits because of an alleged violation of California Labor Code Sections 132a or 4553. In no respect shall ASCIP indemnify the Covered Party for violations of these Labor Code provisions.

**D. COVERAGE TERM**

The Covered Party shall be entitled to benefits under this Memorandum of Coverage for a one year term effective and concluding on the dates shown on the Declaration page of this Memorandum. To be eligible for benefits under this Memorandum, the Covered Party must elect to participate in ASCIP's Workers' Compensation Program for the coverage year in issue, including any renewal year, and pay the required contribution for participation. Absent enrollment in the Workers' Compensation Program, payment of premium for the coverage year, a member agency or a Covered Party is not entitled to benefits under this Memorandum of Coverage.

**E. NO COVERAGE FOR WILFUL OR INTENTIONAL WRONGDOING**

Notwithstanding any other provisions of this Memorandum, ASCIP (and this Memorandum) provides no coverage where to do so would violate any legal proscription against coverage or indemnity for willful or intentional wrongdoing.

**SECTION II - DEFENSE AND SETTLEMENT**

ASCIP shall have the right and duty to defend any claim or suit against a Covered Party seeking damages on account of claims or suits covered by this Memorandum, even if the allegations of the claim or suit are groundless, false or fraudulent, including the right to appoint and designate defense counsel to represent the Covered Party. The Covered Party shall cooperate with ASCIP in the investigation, defense, settlement, and adjudication of any claim or suit. ASCIP may make such investigation and settlement of any claim or suit, as it deems expedient. No settlement or compromise of any claim or suit may or shall take place without the prior approval and consent of ASCIP. ASCIP shall not be obligated to pay any claim or judgment or to defend any claim or suit after the applicable limit of ASCIP's liability has been exhausted by payment of judgments or settlement. ASCIP will have no duty to defend a claim, proceeding or suit that is not covered by this Memorandum.

**SECTION III - LIMITS OF LIABILITY**

<b>Workers' Compensation:</b>	Statutory
<b>Employer's Liability:</b>	
Bodily Injury by Accident – Each Accident	\$1,000,000
Bodily Injury by Disease – Each Employee	\$1,000,000
Bodily Injury by Disease – Each Coverage Period	\$1,000,000
<b>132A and Section 4553 Defense Costs</b>	<b>\$10,000/\$100,000</b>

**SECTION IV - EXCLUSIONS**

ASCIP shall not be required to perform any of the obligations specified in any of the sections of this Memorandum as respects the exclusions, and the coverage provided by ASCIP through this Memorandum does not apply to:

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- A. Liability assumed under a contract
- B. Liability arising from serious and willful misconduct
- C. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law
- D. Bodily injury to an employee while employed in violation of law with the Covered Party's actual knowledge or the actual knowledge of any executive officers
- E. Bodily injury intentionally caused or aggravated by the Covered Party
- F. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions
- G. Fines or penalties imposed for violation of federal or state law, including increased benefits due to violations of 132a or 4553 statutes

#### **SECTION V- RIGHT TO RECOVER FROM OTHERS**

ASCIP shall inure to and subrogate to the Covered Party's rights, and the rights of persons entitled to the benefits of this coverage, to recover any payments by ASCIP from any person or entity liable in whole or in part for the injury or loss. The Covered Party shall do everything necessary to protect ASCIP's rights and to help ASCIP pursue and enforce them.

#### **SECTION VI- CONDITIONS**

This Memorandum is subject to the following conditions:

- A. **Premium Deposit:** The annual premium deposit shall be due and payable upon inception of coverage and each renewal thereafter. The amount of the annual premium deposit will be based on rates in effect at the inception of this Memorandum and on each subsequent anniversary. Premium deposit shall include any assessments required by ASCIP in accordance with the Bylaws. ASCIP shall not be required to perform any obligations under this Memorandum if all premium deposits and assessments are not timely paid in accordance with the Bylaws.
- B. **Termination:** This Memorandum and coverage provided hereby may be terminated at any time in accordance with the Bylaws of ASCIP.
- C. **Statutory Provisions:** Terms of this Memorandum, which are in conflict with the statutes of the State of California, are amended to conform to such statutes.
- D. **Other Coverage:**
  - 1. Notwithstanding the terms and conditions of any "other insurance clause or clauses" in any policy or policies, where coverage is available to the

Covered Party (whether such policy is issued to the Covered Party or extends to it as employer, employee, or agent or in any other capacity), the coverage afforded hereunder is intended to be, and shall be excess coverage; and under no circumstances shall the coverage afforded hereunder be considered pro rata, concurring or coexistent.

2. If any other coverage is available to the Covered Party, whether such coverage is called excess over, or pro rata with other valid and collectible coverage or not, the coverage afforded hereunder shall not apply until such other coverage has been exhausted, provided that this clause does not apply with respect to excess coverage purchased specifically to be in excess of this Memorandum.

E. Notice of Accident, Injury, Disease, Claim or Suit:

1. In the event of an injury, the Covered Party shall provide for immediate medical and other services required by the workers' compensation law and provide the Injured Employee with the 'Employee's Claim for Workers' Compensation Benefits' (Form DWC 1) within twenty-four (24) hours of the Employer's knowledge and provide ASCIP and its Claims Administrator with notice of injury via submission of a completed 'First Report of Injury' (form 5020) within forty-eight (48) hours of the Employer's knowledge.
2. The Covered Party shall report any serious injury immediately to ASCIP's Workers' Compensation Claims Administrator.
3. If claim is made or suit is brought against the Covered Party, the Covered Party shall be obligated to promptly forward and shall promptly forward to ASCIP every demand, notice, summons or other process received by it or its representatives.
4. The Covered Party shall cooperate with ASCIP and upon its request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Covered Party because of all damage with respect to which coverage is afforded under this Memorandum; and the Covered Party shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Covered Party shall not, except at its own cost, and without any right or recourse or reimbursement under this Memorandum, voluntarily make any payment, assume any obligation, or incur any expense, admit any liability, settle any claim or assume any obligation on a claim or suit.

F. Bankruptcy or Insolvency: Bankruptcy or insolvency of the Covered Party shall not relieve ASCIP of any of its obligations under this Memorandum.

G. Severability of Interests: The term Covered Party is used severally and not collectively, but the inclusion herein of more than one Covered Party shall not operate to increase the limits of ASCIP's liability.

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- H. Limit of Liability: The limit of liability is as provided in the Declarations.
- I. Subrogation: In the event of any payment under this Memorandum, ASCIP shall be subrogated and otherwise entitled to all rights or recovery therefore against any person or organization and the Covered Party shall execute and deliver all instruments and papers and do whatever else is necessary to transfer and secure such rights. The Covered Party shall do nothing to prejudice ASCIP's rights.
- J. Action Against ASCIP: No action shall lie against ASCIP, or any committee, member, employee or representative, unless as a condition precedent thereto, there shall have been full compliance on the part of the Covered Party with all terms of this Memorandum nor until the amount of the Covered Party's obligation to pay shall have been finally determined either by a judgment against the Covered Party after an actual trial or through a written settlement agreement among the Covered Party, the Claimant and ASCIP. No person or entity shall have any right under this Memorandum to join ASCIP as a party to any action against a Covered Party to determine the Covered Party's liability, nor shall ASCIP be impeded by the Covered Party or its legal representative.
- K. Arbitration: In the event of a dispute between a Covered Party and ASCIP, the dispute shall be subject to arbitration and all parties shall be bound by the findings and decision of the arbitrator(s). All such disputes shall be subject to binding arbitration including, but not limited to, disputes concerning compliance with conditions, the interpretation and extension of coverage, or as to the actions or omissions to act of ASCIP and any Covered Party in connection with any claim or potential claim, including prompt notice of a claim or suit, cooperation in the defense or resolution of a claim or suit, settlement and indemnification of a claim or suit, whether a first party claim or involving a third party claim. ASCIP shall also have the right to determine when a claim or suit should be settled, and may proceed to settle a claim or suit within its limit of liability, and any dispute between ASCIP and any Covered Party as to the settlement of a claim or suit shall also be subject to binding arbitration.

ASCIP and the Covered Party may agree to use one arbitrator or three arbitrators. The arbitration shall be conducted by the American Arbitration Association ("AAA") and, to the extent not inconsistent with the Bylaws and operative ASCIP - Member agreements, shall be governed by the AAA arbitration rules and procedures, including the rules governing the identification and selection of arbitration panel members. ASCIP and the Covered Party may agree to use an alternative arbitration service or to select privately an arbitrator or a three person arbitrator outside of AAA.

Regardless of the outcome of the arbitration, ASCIP and the Covered Party shall share equally in the costs of the arbitration and in the compensation of the arbitrators, which fees and costs shall not be subject to reallocation based upon whether ASCIP or the Covered Party is the prevailing party.

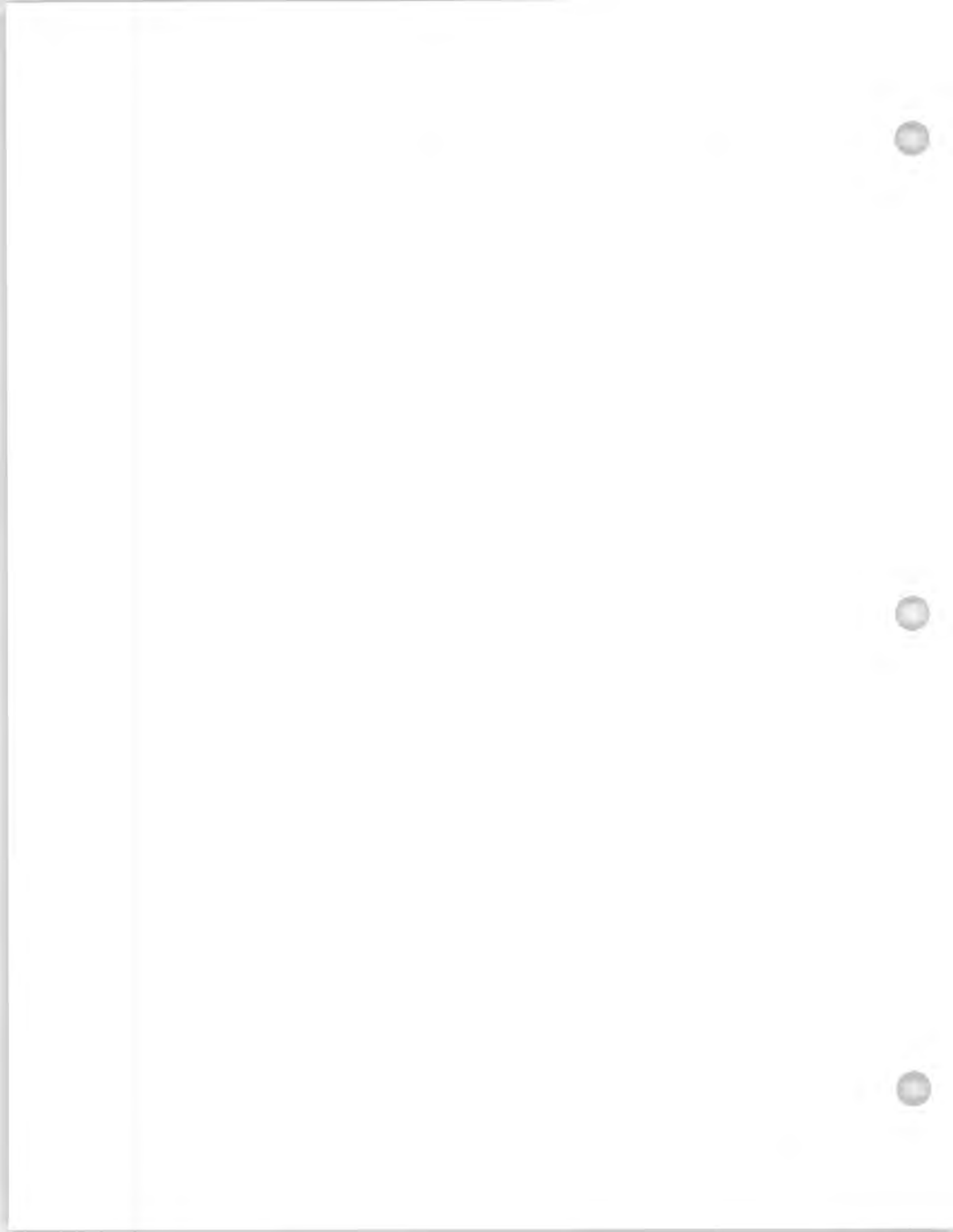
The arbitrators shall consider this agreement an honorable engagement rather than merely a legal obligation. Local rules of law as to procedure and evidence will apply and arbitration shall take place in the County of Los



**Angeles. The decision of the majority of the arbitrators shall be final and binding upon both parties and not subject to appeal.**

**A judgment based on the majority decision of the arbitrators may be entered in any court having jurisdiction upon the request of the Covered Party or ASCIP.**

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**APPENDIX G:  
LPS Oakland R&D Campus  
Enrollment Strategy**

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# **Enrollment Strategy Leadership Public Schools Oakland**

## **OVERVIEW**

This plan overviews the goals and activities in order to have the enrollment and admissions process at LPS Oakland take place in the most efficient manner possible from year to year. Knowing what deadlines and critical milestones lay ahead will enable the Oakland team to have a successful and fluid process. The plan that is put in place for this year will be the overall plan for LPS Oakland and is meant to be a guideline for future years to be informed and revised according to experience and noticeable trends that arise.

As indicated in our charter, LPS Oakland is committed to maintaining a diverse student body, including a racially and economically diverse student population with traditionally underserved students. The foundation of our community-based student recruitment strategy is based on extensive outreach focused on developing genuine student and parent interest in our program.

At LPS Oakland, enrollment is viewed as a team effort that will be lead by the Principal, who is ultimately responsible for meeting and maintaining enrollment goals, but will require the input and resources of a team put together by the Principal.

We will reach the following targets through this effort that has been historically successful at our sister schools in Richmond, San Jose, and Hayward. We intend to employ all of our recruitment and enrollment strategies simultaneously to maximize the number of families and students who are aware of the resources LPS Oakland provides students in Oakland and beyond.

### **Plan Highlights**

- Enrollment Information sessions held primarily from October- February.
- Year round outreach and support efforts to: Public Officials, Parks and Recreation, Schools, Churches, and Community Based Organizations.
- Parents, students, and staff playing integral parts of the enrollment process.
- Various SBA's (School Based Activities) such as: Tours, Shadow Days, and Open Houses.
- Acceptance and enrollment of students completed prior to the end of the school year to facilitate master scheduling and hiring of staff.
- Enrollment schedule for first year of charter operation will be adjusted to align with anticipated charter approval timeline.

## GOALS

### Enrollment Targets by Grade Level

The enrollment goal for LPS Oakland is 120 students each in 9<sup>th</sup> and 10<sup>th</sup> grade, with a 10% attrition adjustment in 11<sup>th</sup> and 12<sup>th</sup> grades. This planning will also take into account a 5% attrition rate throughout the academic year. Goals also include a waitlist of 10% at 9<sup>th</sup> and 10<sup>th</sup> grade to ensure achievement of enrollment goals and steady enrollment throughout the year.

The following table includes enrollment targets for LPS Oakland:

	2012-2013		2013-2014		2014-2015		2015-2016	
	Target	Waitlist	Target	Waitlist	Target	Waitlist	Target	Waitlist
9 <sup>th</sup>	120	12	120	12	120	12	120	12
10 <sup>th</sup>			120	12	120	12	120	12
11 <sup>th</sup>					108		108	
12 <sup>th</sup>							97	
<b>TOTAL</b>	<b>120</b>	<b>12</b>	<b>240</b>	<b>24</b>	<b>348</b>	<b>24</b>	<b>445</b>	<b>24</b>

### Enrollment Targets by Race/Ethnicity

The enrollment and recruitment team at LPS Oakland also seeks to recruit a diverse student population reflective of the surrounding community, paying special attention to underrepresented groups.

The following table lists the racial/ethnic distribution of District high schools in East Oakland. Recruitment goals from year to year will aim to reflect these demographic ratios and the racial/ethnic composition of the surrounding community:

	<b>OUSD</b>	<b>Fremont</b>	<b>Castlemont</b>
Black or African American	31.5%	31.5%	49.4%
American Indian or Alaska Native	0.4%	0.1%	0.1%
Asian	13.0%	8.7%	0.9%
Filipino	0.8%	0.7%	0.2%
Hispanic or Latino	39.8%	53.2%	42.1%
Native Hawaiian or Pacific Islander	1.0%	3.0%	4.7%
White	8.0%	1.2%	0.7%
Two or More Races	1.7%	0.0%	0.3%

## Enrollment Goals by Week

A key time for enrollment is converting the prospective students that have demonstrated interest by completing Enrollment Interest Forms into applicants to the school. Below is a weekly progress chart that will help monitor progress towards the goal of obtaining 175 applicants.

<b>BIWEEKLY PROGRESS - COMPLETED APPS</b>	<b>9th Grade Actual</b>	<b>Goal</b>
Through Oct 15		15 (15)
Oct 31		15 (30)
Nov 15		20 (50)
Nov 30		15 (65)
Dec 15		20 (85)
Jan 2		15 (100)
Jan 15		20 (120)
Feb 1		20 (140)
Feb 15		20 (160)
March 1		15 (175)
<b>TOTAL COMPLETED APPLICATIONS</b>		<b>175</b>

If targets are not met from week to week, the enrollment team will look at its practices and implement additional strategies to reach out to potential students and their families. Students and their families should be contacted through letters and phone calls but should also see ads in the newspaper or members of the enrollment team speaking at houses of worship, and conducting home visits. Best practice shows that students/families need to hear about LPS from a variety of sources in order to create interest in attendance.

## **ROLES**

### Principal Involvement

The Principal will play an integral role in enrollment activities at the school as he/she is ultimately responsible for the school's overall enrollment. The Principal will designate and lead the enrollment team.

### Enrollment and Recruitment Team

At the beginning of the school year, the Principal will form an enrollment team that will work cooperatively with him or her in achieving the school's aforementioned enrollment goals. This team should include (but not be limited to) teachers, parents, students, administrative staff, and office staff. In addition, the team should include people of various ethnicities and/or language skills so that the school can reach out to as wide an audience as possible. The enrollment team,

under the leadership and direction of the Principal, will lead the enrollment effort and work with members of the school community in organizing recruitment events, information sessions, and outreach into the community. For the first year of enrollment, prior to the start of the school's first year of operation, the Principal will coordinate closely with LPS College Park's school community, staff and enrollment efforts.

### **Teacher Involvement**

For prospective parents and students, meeting the team at LPS Oakland is as important as meeting the Principal. Because parents and families form the most direct connections with their students' teachers, it is critical for members of the teaching team to be directly involved in the recruitment process. This will occur in a variety of ways, including but not limited to teacher panels during information sessions as well as teacher accessibility during recruitment events.

### **Parental and Student Involvement**

In addition to enrollment presentations, parents and students will be invited to participate in the recruitment process by making phone calls, producing mailings, and organizing school-based events. The Principal (or her/his designee) will organize an enrollment committee, including families from the Parent-Guardian Association, to work on these assignments.

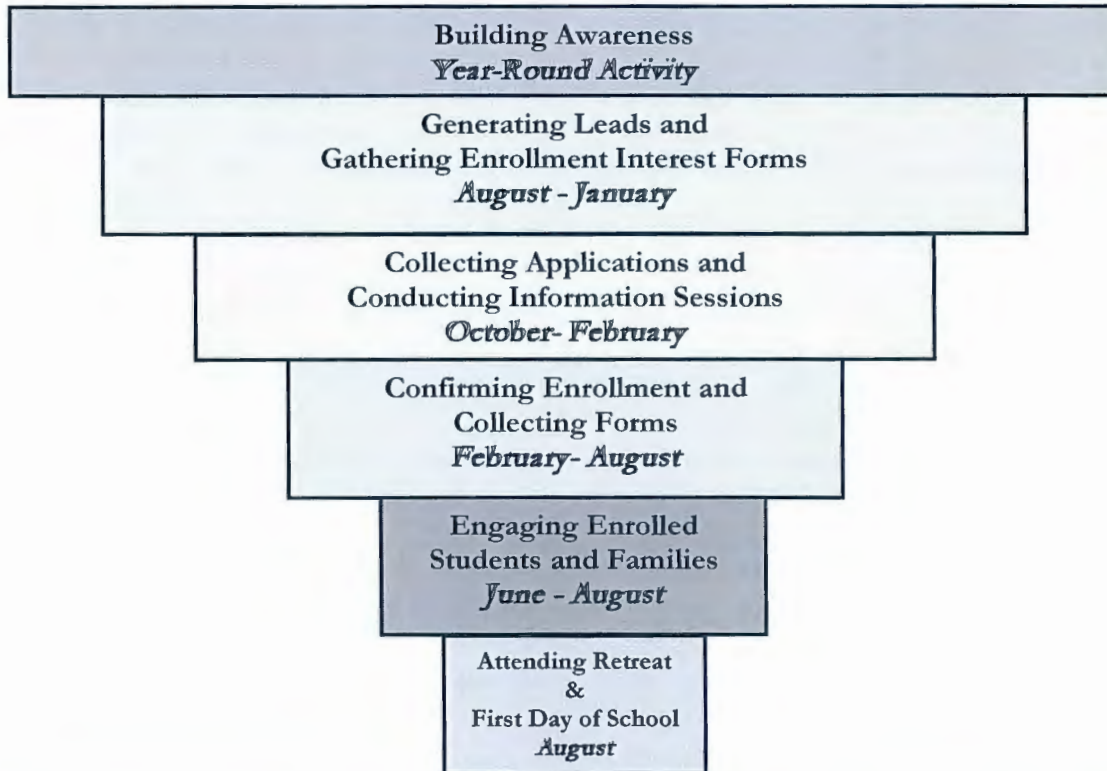
Current students will also be invited to participate in the recruitment and enrollment process by connecting with prospective students at information sessions, and handing out flyers at various venues. Students will also be encouraged to complete their yearly community service hours by participating in recruitment and enrollment events. Students who are interested in volunteering their time towards enrollment will be organized by the Principal (or her/his designee).

Both parent and student enrollment groups will be organized at the beginning of the school year. The Principal or his/her designee will coordinate these groups and keep them well informed about and involved in upcoming events and activities. Forms to track student and parent volunteer hours will also be completed and tracked.



## ENROLLMENT PROCESS

At LPS Oakland, recruitment and enrollment is viewed as a year-long process. The following diagram illustrates the different events that will take place throughout the year to ensure enrollment targets are met in a timely fashion.



Stage	Target	Timeline	Timeline Year 1	Notes
Stage 1 – Building Awareness	300 enrollment contacts	Year-round	Year-round	Beginning in the fall, the enrollment team will reach out to neighboring communities and generate a list of at least 300 contacts, including prospective families and community resources.
Stage 2 - Gathering EIFs	240 EIFs/ Contacts	August-Jan	Jan-March	In order to get to end goal of 120 9 <sup>th</sup> grade students attending on first day of school, enrollment should be in contact with at least 240 interested families.
Stage 3 –Info Sessions	175 complete application	Oct-Feb	Feb-March	By the first week in February, 175 students should have completed the application process, participated in the lottery and be ready to be accepted/waitlisted into school.
Stage 4- Confirming Enrollment	140 to accept LPS	Feb – August	April-August	Although the target for 9 <sup>th</sup> grade will be 120 students, 140 will receive acceptance letters to account for attrition. Students who have <i>accepted</i> LPS must complete acceptance packet and return it to school to be officially enrolled.
Stage 5 – Engaging Enrollees	120 students + waiting list to participate	June – August	June – August	Accepted students and families will be invited to different school-based events (Parent-Guardian Association meetings, accepted student barbeques, and Summer Bridge) to ensure commitment throughout the summer months.
Stage 6– Attending First Day of School	120 + waiting list to attend retreat	August	August	To account for attrition, all accepted students along with students on the waitlist, will be invited to attend the 9 <sup>th</sup> grade Leadership Retreat.

## **Building Awareness and Generating Leads** *(Year-Round Activity)*

Building awareness takes place throughout the year but is especially critical during the months prior to collecting applications and holding information sessions. The enrollment coordinator will research area middle schools and community organizations and develop contacts that will allow school representatives to visit the school or organization to recruit students. If for any reason the schools do not allow representatives to present to 8th grade students, brochures will be dropped off at the school, and the enrollment coordinator will continue to contact representatives at the school for other recruitment opportunities. The enrollment coordinator will also contact community organizations and after school programs to further community relationships.

The awareness campaign may also include the following strategies:

- Advertising on community access channels and local/weekly/ethnic papers.
- Having a presence at community events such as farmers markets and street fairs.
- Presenting to parishioners at local houses of worship; including but not limited to: Center of Hope, Peoples Missionary Baptist, Love Center, East Oakland Deliverance Center, Glad Tidings (Hayward), and Acts Full Gospel.
- Posting flyers at local businesses, libraries, schools, bus stops, and other public locations.
- Tabling at community centers in East Oakland.
- Meeting with principals of middle schools.
- Meeting with locally elected officials to promote awareness and support of LPS Oakland.
- Mailing brochures and flyers to families via bulk mailers that include fliers about information sessions and applications to neighboring zip codes.
- Posting fliers in neighboring communities and apartment complexes with a large concentration of families with school-age students.
- Passing out fliers at food distribution events.
- Partnering with attendance area middle schools, within a three-mile radius, with FRL populations of 70% or more.

## **Collecting Applications and Holding Information Sessions** *(October - February)*

The second phase of collecting applications and conducting information sessions is critical to recruitment and enrollment at LPS Oakland. By this point in the process, a list of interested students is developed via the collection of Enrollment Interest Forms, tabling and presentations in middle schools, neighborhood associations, churches, and other locations. In addition, mailings will have been sent out and parent calls will have been made. All of this is done to inform families about LPS, and to encourage them to attend an information session and complete an application.

### **Purpose of Information Sessions**

In order to give students and parents a better understanding of charter schools, the mission and focus of LPS, academics, and student life, the enrollment and recruitment team at LPS Oakland

will hold regular information sessions. Information sessions will serve as an opportunity to provide information about the school as well as a collection point for preliminary applications. Information sessions will be comprised of the following:

- Staff introduction
- Explanation of school mission
- Academic program overview
- Overview of extra-curricular activities available
- Question and answer period
- Clarification of/assistance with enrollment application

To maximize student and family buy-in, information sessions will be conducted in English but also translated to Spanish, and any other target language as need is demonstrated.

### **Conducting Information Sessions**

Information sessions can be led by any member of the enrollment team but should be attended by students, parents and teachers. Best practice shows that having the Principal appear at the information session maximizes the yield of attendees that turn in preliminary applications. In addition, a member of the enrollment team who can translate for non English speaking families should be present.

### **Ensuring Maximum Attendance at Information Sessions**

Interested families will be reminded of their invitation to information sessions via phone call at least three days prior to the event. Follow-up phone calls will also be made the day before the information session to ensure maximum attendance. If a family indicates they cannot attend an upcoming session, they will be provided with additional dates. If those dates are not feasible for any particular family, all attempts will be made to schedule a home visit. If families commit to attending an information session but do not attend, they will receive a follow-up phone call to determine interest and to possibly schedule a home visit.

### **Materials Needed to Conduct Information Sessions**

The following items:

- Sign in sheet
- Enrollment Calendar and Handout
- Preliminary applications
- Brochures
- Presentation materials
- Enrollment Interest Forms

### **Where Information Sessions Will Be Held**

Information sessions will primarily be held at LPS Oakland to give families an opportunity to visit the campus before enrolling. Information sessions will also be held at local elementary and middle schools, as well as local libraries and community centers that are accessible to families. To facilitate attendance, sessions will be held on weekday evenings and Saturday mornings if necessary. Student, staff, and parent presenters will also be identified prior to the information sessions to include different perspectives for prospective families.

### **Deliverables After Information Sessions**

The following information will be collected and reviewed after every information session to ensure the maximum number of interest forms can be collected:

- Family attendance and contact information
- Data from preliminary applications
- Number of applications to assess whether team is on track to meet enrollment goals

### **Public Enrollment Lottery Held**

*(February)*

The application period begins in October and ends in February. A lottery is held in February for students and acceptance letters are mailed. If enrollment goals are not met by the date of the lottery, recruitment will continue and rolling lotteries will be held on a regular and scheduled basis until full enrollment is achieved and a waiting list is established.

As indicated in our charter and required by law, the school will hold a lottery if the number of students interested in attending the school exceeds the school's capacity by the lottery date. The lottery will be administered by the school's enrollment and recruitment team. Families and students will be given adequate notice of the upcoming lottery and will be invited to attend if they desire. If a lottery is held, the enrollment team will draw individual student names in random order by grade level to identify accepted students and the order of the waitlist.

As indicated previously, the school will be nonsectarian in its programs, admissions policies, employment practices, and all other operations, shall not charge tuition, and shall not discriminate against any student on the basis of race, ethnicity, national origin, gender or disability.

### **Confirming Enrollment and Collecting Forms**

*(February - August)*

All students selected for enrollment will be mailed an acceptance letter and introductory packet containing all necessary forms. The school will schedule workshops to assist parents with completing the required forms. The introductory packet will contain the following forms and information and must be completed and returned within 30 days of acceptance to LPS Oakland:

- Cover letter welcoming the student and explaining the contents of the packet and outline of the dates for assistance workshops
- Transcript Release Form
- Student Internet Permission Agreement
- Retreat Information and Waiver
- Field Trip Permission Slip
- New Student Registration Form
- Medical Consent/ Emergency Contact Form
- Request for Immunizations Record
- Free/Reduced Lunch Form

- Non-Acceptance Form
- Ropes course permission Form

Note: The non-acceptance form requests that students NOT interested in attending LPS Oakland return it to confirm their intent not to attend. If a student does not return this form, it is assumed that the student will be enrolling at LPSOakland the following school year.

**Engaging Enrolled Students and Families**  
*(June - August)*

The period between acceptance and attending the school is a fragile one in the enrollment process and one where families could potentially change their minds. To maintain student and family interest in LPS Oakland, the enrollment and recruitment team will hold events such as beautification days, shadow days, open houses, and a freshman picnic to create an inviting atmosphere for families.

The Principal will also hold special meetings where families can learn about the school, retreat, dress code, curriculum, and other elements of the school community. These events will be geared to provide families more personalized contact with the school. Events held by the Principal will also allow families the opportunity to bring in the aforementioned forms for collection and get help in completing them if they need assistance.

**ADMISSIONS CRITERIA, PREFERENCES, AND OPEN ENROLLMENT POLICY**

LPS has an open admissions policy for equity reasons. There are no subjective selection or admissions criteria for students; the only requirements are filling out a preliminary enrollment application (with appropriate attachments), attending an information session or home visit, and submitting required enrollment packet forms. There are only two exceptions to the LPS open enrollment policy:

1. Students must be 19 or under when enrolling for the first time in an LPS school. Students over 19 years of age can remain enrolled if they continue to make satisfactory progress towards their high school diploma.
2. Students who have been expelled from their school district may be denied admission, depending on the circumstances of their expulsion. School enrollment staff should forward the applications of previously expelled students to the LPS Home Office for review. The CEO will make the final decision on their enrollment status.

For equity reasons, LPS limits admissions preferences to a bare minimum. LPS allows admissions preferences only for the following groups of students (in descending order of preference):

- Siblings of existing students (though not in year 1)
- Children of LPS employees
- Students who reside within Oakland Unified School District

Any students not currently enrolled at LPS Oakland are entered into the general enrollment lottery. Students are admitted in the order of preference described above. Students who desire to transfer from one LPS campus to another must participate in the normal enrollment process, but will be considered an existing student for purposes of admissions preferences.

For equity reasons, LPS does not allow enrollment preferences for “founding families”, a common practice in other charter schools, but one that tends to favor more affluent families. Founding families are families who volunteer a significant amount of their time during the beginning stage of the school.

LPS is not subject to the promotion or graduation policies of surrounding school districts; for example, a student who has failed 8<sup>th</sup> grade may still enroll in 9<sup>th</sup> grade at LPS if the parent decides that is in the best interest of the child. When applying for admission to LPS, the parent makes a preliminary decision regarding the student’s grade placement. After the student is admitted, LPS may place the student in a different grade based on review of the student’s transcripts and/or placement test results.

### **Application Deadlines**

The application deadline for LPS Oakland is in February, with a lottery held the Thursday after Presidents Day. Should the school not meet its enrollment goal of 120 students for the 9<sup>th</sup> grade (plus a waitlist), the enrollment team will continue to accept applications and hold additional lotteries until the goal is met. For the first year of enrollment, prior to the start of the school’s operation, the lottery will be held at the beginning of April; date to be finalized upon charter approval.

### **Lottery and Waitlist Policy**

All students must be admitted through a lottery process, as required by law. While counter-intuitive, this requirement still applies even if the school is not yet over-subscribed. LPS schools may not admit students on a rolling basis.

### **Backfilling**

Principals may make space available in 10<sup>th</sup> – 12<sup>th</sup> grade at their discretion in order to backfill to maintain targeted enrollment. However, open spaces must be filled using the same open admissions and lottery process as described above. A separate lottery should be conducted for each grade level, with waitlists established by lottery in the event of oversubscription.

**Appendix H:  
LPS Oakland R&D Campus  
Maintenance, Safety and Long-term Facility Plan**

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**Maintenance, Safety and Long-term Facility Plan Contents**

- The address and phone number for the School.
- A sketch or drawing of the School's campus, indicating main office, classrooms, activity areas, lunch room, athletic fields, and other facilities.
- A statement of the School's seismic safety (structural integrity and earthquake preparedness).
- The School's plan for natural disasters and emergencies (how the School will be evacuated, how parents will be notified, etc.).
- The School's plan for training staff and students on safety procedures, including fire drills, workshops, and other training opportunities.
- The School's maintenance plan, including how hazardous conditions will be identified and addressed.
- A statement of the School's long-term facilities plans, including potential renovation, additions, and location changes.

**The address and phone number for the School**

School Address at the start of the 2012-13 school year:

LPS Oakland R&D Campus  
8601 MacArthur Blvd.; Building 100  
Oakland, CA 94605  
(510) 633-0750

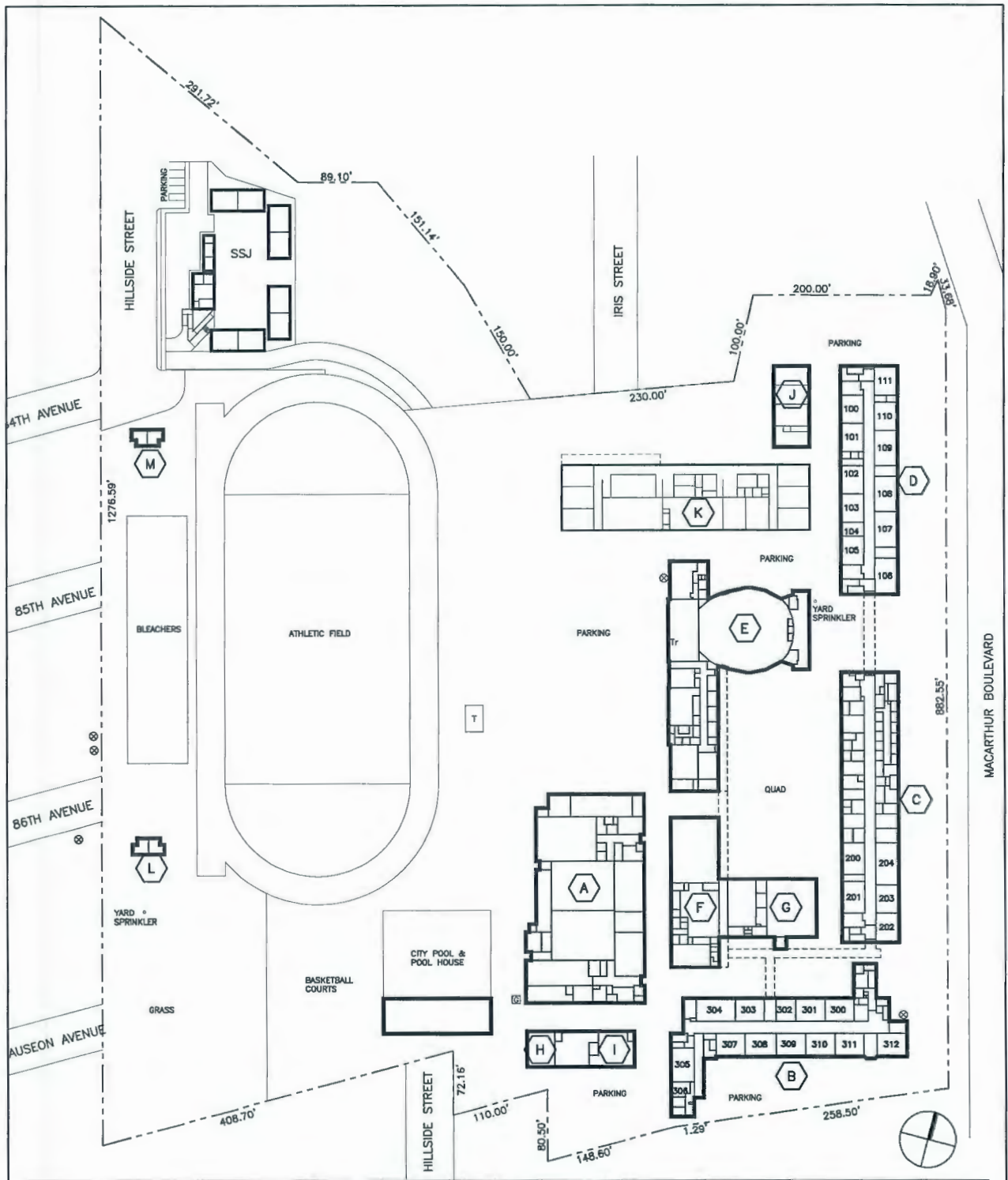
Long-Term Facility Address:

LPS Oakland R&D Campus  
8000 Edgewater Drive  
Oakland, CA 94621

LPS Oakland R&D will initially co-locate with LPS College Park on the Castlemont Campus in Building 100 until renovation of the facilities at 8000 Edgewater is completed. It is anticipated that LPS Oakland will move into the new facility no later than December 2012. Upon completion, LPS College Park will co-locate with LPS Oakland at the new campus.

**A sketch or drawing of the School's campus, indicating main office, classrooms, activity areas, lunch room, athletic fields, and other facilities**

Please see attached facilities map for LPS Oakland R&D at LPS College Park. A facility map for 8000 Edgewater is not yet available.



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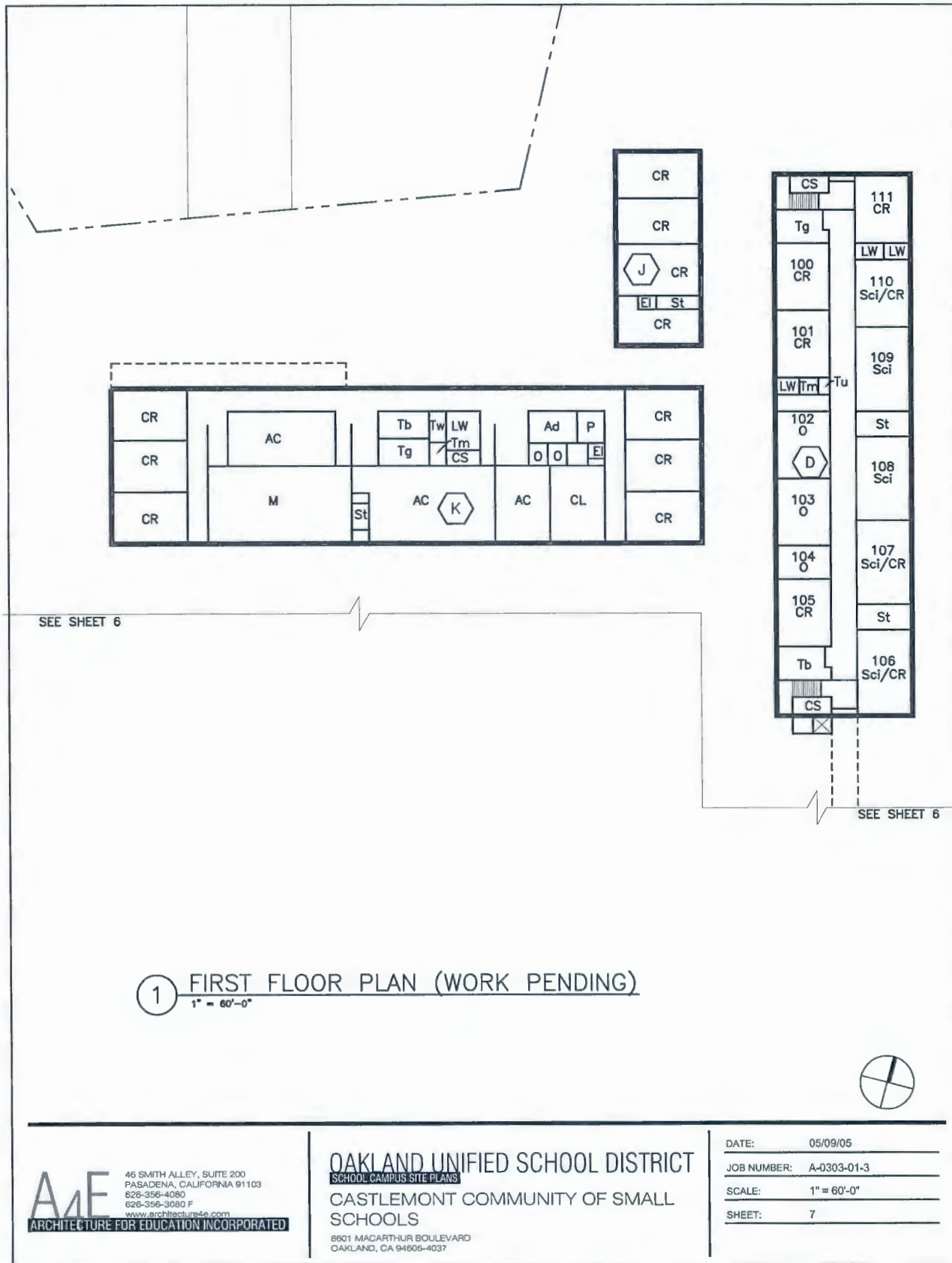
46 SMITH ALLEY, SUITE 200  
 PASADENA, CALIFORNIA 91103  
 626-356-4080  
 626-356-3060 F  
 www.architecture4e.com

**OAKLAND UNIFIED SCHOOL DISTRICT**  
 SCHOOL CAMPUS SITE PLANS  
**CASTLEMONT COMMUNITY OF SMALL SCHOOLS**

8601 MACARTHUR BOULEVARD  
 OAKLAND, CA 94605-4037

DATE: 05/09/05  
 JOB NUMBER: A-0303-01-3  
 SCALE: 1" = 150'-0"  
 SHEET: 5



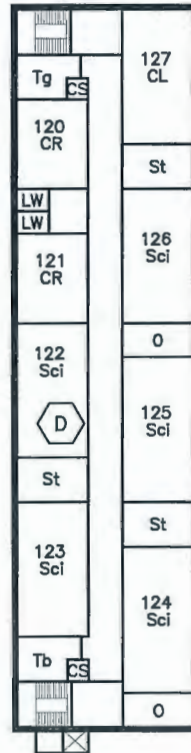
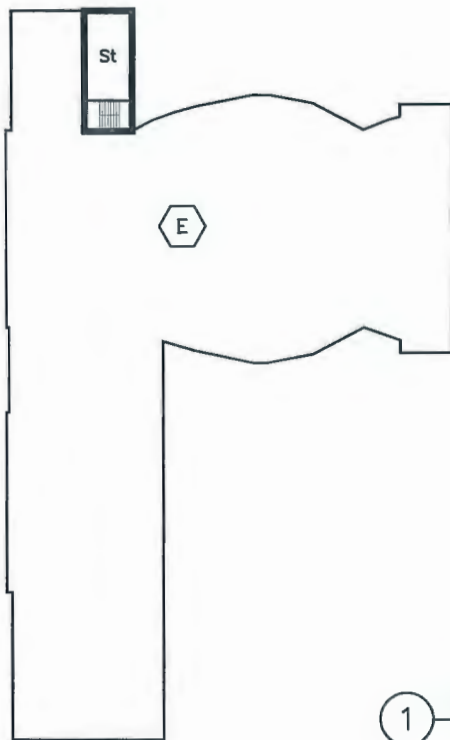


1 FIRST FLOOR PLAN (WORK PENDING)  
1" = 60'-0"

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SHEET: 7



1 SECOND FLOOR PLAN  
1" = 60'-0"



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SCHOOLS  
8601 MACARTHUR BOULEVARD  
OAKLAND, CA 94605-4037

DATE: 05/09/05  
JOB NUMBER: A-0303-01-3  
SCALE: 1" = 60'-0"  
SHEET: 11

**A statement of the School's seismic safety (structural integrity and earthquake preparedness)**

LPS Oakland R&D recognizes that there is a risk of significant seismic activity in the school's area of operations. Therefore, LPS has drafted an Emergency Response Guide (please see Appendix I) that includes comprehensive procedures for staff to follow in the event of an earthquake and other emergency situations.

LPS Oakland shall conduct regular earthquake drills to prepare students and staff for any seismic activity. These practice drills include the DUCK-HOLD-COVER procedure during an actual earthquake and follow-up aftershocks. Students and staff members shall practice a post-earthquake evacuation of the facilities. LPS Oakland will make every effort to participate in the Great California ShakeOut, a statewide program that helps people and organizations prepare for major earthquakes, and also practice how to respond when they happen.

LPS Oakland's goal in developing its earthquake preparedness plan was also to start a safety program that reduces seismic hazards in the school facility. LPS Oakland shall advise staff to have their emergency clipboards readily available near the exit of the rooms, not to store heavy objects on top of cabinets, to keep exits and paths of travel free of obstruction and to have lock down kits at a visible or identified location in the classroom.

**The School's plan for natural disasters and emergencies (how the School will be evacuated, how parents will be notified, etc.)**

LPS Oakland has created a complete guide of safety and emergency policies as part of LPS Oakland's *Emergency Response Guide*.

The Emergency Response Guide addresses:

- general safety procedures, first aid, suspected child abuse, lost child, and classroom safety issues,
- emergency response procedures in case of a medical emergency, fire, earthquake, severe weather, such as flooding, bomb threat, intruder on campus, armed assault, as well as the school's policy to keep students safe until parents/guardians can be reached and notify/communicate with parents and guardians in case of an emergency, and
- emergency response calendar, emergency phone numbers, safety drill record and evaluation forms.

The plan shall be reviewed at the beginning of each school year. This plan shall contain available school and outside agency resources, emergency disaster procedures, and an evacuation map for the school site.

Fire and earthquake drills, including evacuation of the school facilities, shall be practiced regularly throughout the school year. All teachers and staff shall be equipped with an evacuation map of the school site clearly marking their particular path of evacuation. In case of an

emergency all students shall be kept at school, at a designated assembly area supervised by LPS Oakland staff until parents/guardians are able to reach their children. All students shall have an updated emergency form on file in the school's main office that includes information on how to notify parents/guardians in the event of an emergency.

**The School's plan for training staff and students on safety procedures, including fire drills, workshops, and other training opportunities**

The Emergency Response Guide shall be distributed to all staff at the beginning of the year and an acknowledgement page shall be signed by all staff and kept on file. Throughout the school year, necessary training sessions shall be held related to school safety. Staff shall receive internal memos regarding relevant health and safety issues, such as recognizing the symptoms of influenza during the flu season, when to send sick students home, good health practices to teach as well as practice (such as hand washing, coughing and sneezing etiquette, etc.). A CPR certification class shall be provided annually and shall be open to all staff. A minimum of two core full-time staff shall maintain certification each school year. School wide drills in preparation for fires, earthquakes, intruders on campus, or other emergency/disaster situations shall be conducted at regular intervals throughout the school year.

**The School's maintenance plan, including how hazardous conditions will be identified and addressed**

The Principal shall be responsible for the oversight of the facilities maintenance and for ensuring a healthy and safe learning environment for students. The Principal shall be supported by LPS' Director of Operations who negotiates janitorial and building maintenance contracts and works with the School District on deferred maintenance and regulatory inspections as required.

LPS' insurance provider, Alliance of Schools for Cooperative Insurance Programs (ASCIP), provides onsite safety audits and risk management training. ASCIP regularly distributes safety alerts to keep members abreast of current safety issues and trends as well as offers regular risk management and safety trainings including OSHA training for asbestos and lead awareness.

In the event of a maintenance issue or the discovery of unsafe/hazardous conditions, staff shall contact the Principal, school manager, or LPS Director of Operations. All employees shall be responsible for communicating the discovery of potential workplace hazards or unsafe conditions as soon as possible. A classroom hazard checklist is available in the Appendix of the Emergency Response Guide to aid this effort. These issues will be addressed promptly by the administration of LPS Oakland.

**A statement of the School's long-term facilities plans, including potential renovation, additions, and location changes**

The long term facility plan for LPS Oakland R&D campus is to locate the school in a newly renovated facility at 8000 Edgewater Drive in East Oakland. LPS is currently in negotiations for the property and is working with the Port of Oakland and City of Oakland to undergo the entitlements and environmental clearance processes. The LPS Board has authorized this investment in facilities, a critical element to the LPS Oakland R&D incubation model which enhances and infuses technology throughout the curriculum and data and assessment practices of the school. It is anticipated that the facility will be complete no later than December 2012.

**Facilities Milestones**

February: Purchase and Sale Agreement Finalized  
April: Entitlement and Environmental Clearance Secured  
May: Close Escrow/Gap Financing  
June: Finalize Building Permits- City of Oakland  
July: Close NMTC/ Break Ground Construction  
November: Finalize Construction  
December: Move-In

8000 Edgewater is a unique parcel that is in many ways ideally suited for a school use. It is conveniently located one block from Hegenberger with good public transportation access and pedestrian sidewalks to ensure safe routes to school. It is on the fringe of the Business Park, close to the freeway, making the location accessible to vehicular traffic while also limiting the traffic circulation within the Airport Business Park.

8000 Edgewater is a 4.6 acre site with abundant parking lot and outdoor space that can accommodate the outdoor recreation requirements for a school. The parking lot configuration also allows for easy drop-off and pick-up accessibility and promotes good traffic flow. The building is 52,000 SF and large enough to accommodate a charter school of 500 students. The building was formerly a training center for Pacific Bell so its interior is largely set up as classrooms and computer labs with an HVAC system and electrical power and data designed to accommodate the concentrated loads of a school use. The building is sprinklered for fire safety and outfitted with an elevator for accessibility.

The property is also not located in the flight path of the airport. There are minimal to no noise impacts related to this site. LPS has also researched the environmental effects of locating within close proximity of the airport and have found two useful reports that confirm that the airport is a very nominal contributor to the air quality impacts of the Bay Area. These reports were produced by the Bay Area Air Quality Management District and the Regional Airport Planning Council.

Several site specific environmental studies have recently been completed. The Phase I report investigating historical environmental impacts on the site reported no known hazards with no recommendation for further investigation. The initial environmental study's determination of mitigated negative declaration assessed that the impacts of the new use on the site would have minimal significant impacts which can be mitigated through minor design modifications.

Students will typically arrive to school either by public transportation, walking, or by parent drop-off/ carpooling. 8000 Edgewater is located on the fringe of the Airport Business Park- one block from the Hegenberger Corridor. It has a bus stop immediately in front of the property as well as public sidewalks from Hegenberger to the frontage of 8000 Edgewater.

Traffic patterns will be highest at the start and end of the school day- currently 7:45-8:00am and 3:00- 3:15pm. 8000 Edgewater is ideally set up for a school pick-up and drop-off circulation. The building is ringed by parking and two way traffic circulation. Currently LPS is working with architects to develop the parking/ site plan- see Exhibit A

LPS Oakland administrative staff shall closely monitor pick-up and drop-off times to ensure constant traffic flow, to greet students personally when they enter the site and to ensure quick dispersal and student safety at the end of the school day. LPS Oakland shall operate a closed campus and shall not allow students to drive to school.

LPS anticipates developing the unimproved 1.3 acres at the back of the site for outdoor recreational use by the students. The current ideas for development include basketball and volleyball courts, green field for soccer practice, jogging path, and community garden. The school will likely continue the robust Green Pioneers program currently established at LPS College Park. Students who participate in the Green Pioneers program will design and carryout environmentally focused, sustainable and peace promoting initiatives that benefit their school and their community. The Community Garden shall be used as an outdoor learning and demonstration space.

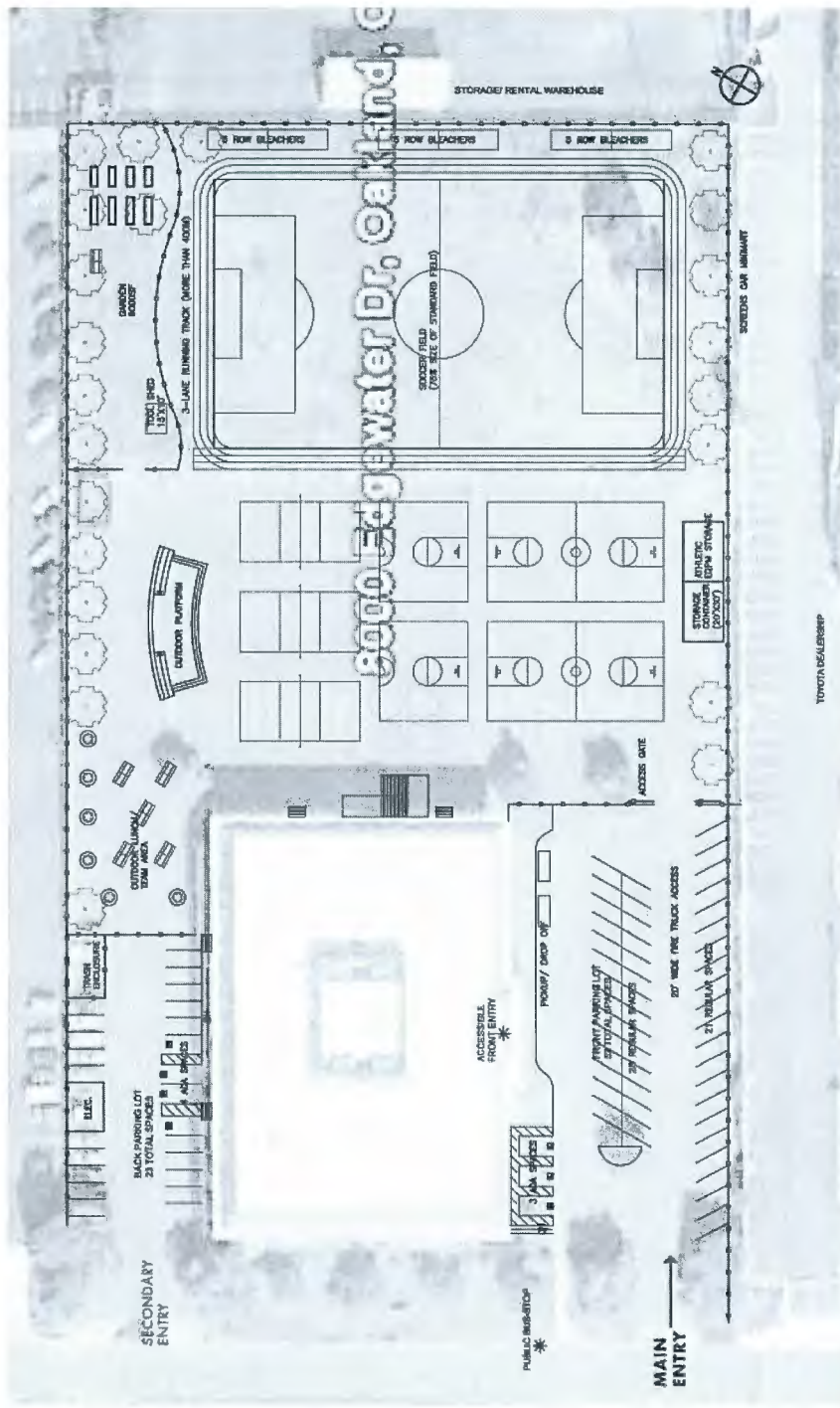
LPS has identified several financing options for this facility investment and is proposing to purchase and renovate the project through New Market Tax Credit Funding which offers lower financial terms and higher ratios of loan-to-value financing. Due to the timing of the NMTC funding programs, LPS will likely secure gap financing to purchase the property in May. The new charter petition plays a critical role in LPS' ability to secure financing for the new charter facility. By establishing a new charter for LPS Oakland, it clearly shows the new direction of the school, and positions the school at the start of a 5 year charter term offering higher security to lenders. Without a long-term charter in place, LPS Oakland can not obtain the funding needed to purchase the property. Once the new charter is approved, LPS College Park will gradually phase out its program while co-locating with LPS Oakland at the new facility.

The facility renovation budget of \$4MM will be reviewed and refined by a General contractor who will continue to work with the design team to ensure the project stays within budget. In addition a 15% contingency is built into the budget for both hard and soft costs to help shield the project from any unforeseen expenses or occurrences.

Increased facilities maintenance and operations costs (both routine and deferred) have been factored into the school's operational budget. The operational budget is built off of LPS's experience providing routine and custodial maintenance to its existing four facilities as well as 8000 Edgewater's operational cost history to date.

LPS is committed to providing a safe school environment and assures the facility shall meet the California Building Code Requirements including the American with Disabilities Act as adopted and enforced by the local building enforcement agency. Surveys and management plans will be maintained and updated for all hazardous building materials (lead, asbestos, etc.) and all hazardous materials used and stored in and around the School will be handled and dispensed properly. Additionally, appropriate training for staff working with hazardous materials (ie. pesticides, cleaning chemicals, etc.) will be provided.

**8000 Edgewater Site Plan**



CONCEPTUAL SITE PLAN  
SCALE 1" = 50'-0"

8000 EDGEWATER - MASTERPLANNING  
LEADERSHIP PUBLIC SCHOOLS

HIBBER YAMAUCHI ARCHITECTS  
MAY 25TH, 2011



**Appendix I:  
LPS Emergency Response Guide  
2011-2012**

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**LEADERSHIP PUBLIC SCHOOLS  
EMERGENCY RESPONSE GUIDE  
(TEMPLATE)**

**Updated December 2011**

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## EMERGENCY PHONE NUMBERS

The following agencies should be contacted as soon as possible in the case of an emergency. Refer to appropriate tab for contact sequence in a specific event. After agencies are notified, the Home Office should also be notified.

**To report an  
EMERGENCY:  
call  
911**

**then call Home Office  
at (510) 830-3780**

Police, Fire, Ambulance	911
Fire (non-emergency)	School-specific / local information
Police (non-emergency)	or 311
County Emergency Medical Services / County Emergency Services (Sheriff's Office)	School-specific / local information
State Warning Center	800-852-7550
National Response Center	800-424-8802
Clinic/Hospital	School-specific / local information
County Medical Clinic	School-specific / local information
Chemtrec Emergency Response Info Service	800-424-9300
Poison Control Center	800-222-1222
Child Protective Services	School-specific / local information
LPS Home Office	510-830-3780 x 241 or 225

## EMERGENCY TEAM ROLES AND STAFF ROSTER

### Your 2011-12 Emergency Response Team

*(Note: Team should include 4 different people, designated by Principal)*

EMERGENCY COORDINATOR: Dean of Instruction

*(suggested role for Dean of Students or Campus Supervisor; HO recommends that role not be held by the Principal or the School Manager)*

PARENT/STUDENT COORDINATOR: School Manager

*(one possible role for School Manager)*

SECURITY / UTILITIES COORDINATOR: Campus Supervisor

SUPPLIES / MEDICAL COORDINATOR: Dean of Students

*(one possible role for School Manager)*

*See "General Responsibilities in an Emergency" section for duties for these positions.*

<b>Leadership Public Schools Staff Phone Numbers</b>
--

Staff Marked with \*\* carry Emergency Radios

Role	Name	Office	Mobile Phone
Principal**			
Dean of Students**			
<b>School Manager**</b>			
Technology Coordinator**			
Enrollment Coordinator			
Campus Supervisor**			
Teacher			
Teacher			
Teacher			
Teacher			
Teacher			
<b>Teacher</b>			
Teacher			
Teacher			
Teacher			
Teacher			
Teacher			
Teacher			
Teacher			
Teacher			
Teacher			
Teacher			
RSP Aide			
Teacher			
Teacher			

## SCHOOL MAP AND EMERGENCY EXIT PLAN

**Leadership Public Schools Oakland  
8000 Edgewater Drive  
Oakland, CA 94621**

In the event of an **Evacuation**, follow the path to your designated **Emergency Gathering Point**

(Attach Emergency Exit Facilities Plan when available)

# PREPAREDNESS

## First Steps

### What You Should Do Right Now

#### **All Teachers and Staff**

- Review this handbook.
- Sign and return the staff acknowledgment page at the end of the handbook.
- Keep this handbook accessible at all times.
- Attend safety and security training sessions. Contact the Operations Coordinator in the Home Office, who can arrange for you to sign up for trainings with ASCIP, our insurance company, or arrange for local training with other organizations. Trainings may include CPR and First Aid classes.
- Know your school's Alert Signals and Evacuation Routes.
- Keep extra emergency items in your *locked* office/desk (personal medications; eyeglasses; etc.).
- Update your emergency contact info with the School Manager.
- Carry your school identification card with you at all times. In an emergency, affix to outer garment or wear on neck lanyard.
- Lead students in proper procedure before and during Safety Drills.

#### **Principal, Campus Supervisor (if present), Deans, and School Manager**

- Review the Operations Guide for comprehensive outlines of your particular responsibilities.
- Train all teachers and staff on safety and security each year *before the first day of school*, including the proper use of fire extinguishers.
- Schedule safety drills.
- Schedule opportunities for teachers/staff to receive First Aid training.
- Maintain emergency supplies.
- Discuss periodically during the school year as a reminder.
- Keep updated class rosters and emergency contact cards (**Enrollment Forms 102A & B**) on file for each student (Recommended: store on laptop).
- Also store copies of information at an off-site location.

## Safety Drills

The Emergency Coordinator should work with the Principal to schedule Safety Drills throughout the year, following the deadlines in the Emergency Response Calendar (see Appendix).

The Home Office requirements are: at least two Evacuation / Fire drills (complete first drill by end of October and second drill by March); and at least one Major Disaster Drill (by November).

The Principal should record the date, time, and outcome of each completed Safety Drill on the Safety Drill Record Form, and check it off on the Calendar.

The Safety Drill Record Form and the Emergency Response Calendar must be submitted to the Director of Operations in the Home Office at the end of each school year, by July 1.



The Principal and Emergency Coordinator should evaluate the success of the drill based on the **Safety Drill Checklist** (see Appendix).

### **Emergency Supplies**

Ensure the following emergency supplies are stored onsite:

*Each classroom should contain a lockdown kit, which contains enough food and water for a class of 30 for one day.*

#### **Complete list for each Classroom Lockdown Kit (“Emergency Bucket”):**

- 3 – 3600 Calorie Food Bars
- 30 Packs of water
- Solar Blanket
- 1 portable toilet
- 4 rolls of toilet paper
- 2 Toilet disinfectant
- 100 moist towelettes
- 4 toilet liners
- 1 Radio with batteries
- 1 whistle
- 1 large Mylar Blanket
- 1 Roll – Duct Tape

In addition, 2 additional days’ worth of food and water for the entire school are stored in \_\_\_\_\_ (on campus location)

If these supplies are locked, the Campus Security Manager has keys to the \_\_\_\_\_ (location of supplies). An extra copy of the key is available upon request from the School Manager.

At the beginning of each semester, the Emergency Coordinator should print off three copies of rosters for all classes occurring in each classroom. One copy of the roster should be stored in the Emergency Bucket; the second copy with the Emergency Response Guide or in teachers’ desks (for easy removal in case of evacuation); the third copy with the Main Office.

## Alert Signals

At the sound of the **FIRE ALARM** or “**EVACUATION**” announcement:

- Teachers lead their students outdoors via prescribed evacuation routes (if safe) to Emergency Gathering Point. See “**School Map and Emergency Exit Plans**” in this handbook and posted around the school.
- Teachers will bring their student roster and any classroom emergency kit, and take attendance at the Emergency Gathering Point to account for students. Teachers will notify the Principal of missing students.
- Students who are not in classrooms should evacuate immediately and then proceed to locate their assigned classes at Emergency Gathering Points.

At the sound of the “**ALERT**” announcement:

- All students in transit between classrooms, in restrooms, etc., will proceed immediately to their assigned classrooms.
- Students who are outdoors will return to their assigned classrooms.
- Each teacher will stay in the classroom with his/her students and take roll.

At the sound of the “**DUCK AND COVER**” announcement:

- Students will move away from windows and position themselves under desks or tables.
- If outside, students will drop to the ground, place their heads between their knees, and cover their heads with their arms and hands.
- Open all doors; leave windows as they are.

At the sound of the “**LOCK DOWN**” announcement:

- Students will move away from all doors and windows and duck under their desks.
- Teachers will lock the doors if it appears safe to do so.
- Students who are outdoors will return to their assigned classrooms if it is safe to do so; otherwise, teachers or staff will direct them to nearby buildings or classrooms.
- All front entrances will be locked and no visitors will be allowed. All visitors currently on campus will remain with their school contact person, who is responsible for them.

At the sound of the “**ALL CLEAR**” announcement:

- Students will resume their regular class activities.
- If appropriate, teachers should immediately begin discussions and activities to address students’ fears, anxieties, and other concerns.

At the sound of “**DISMISSAL**” announcement:

- Auto-dialer phone system should be used to notify families of early dismissal.
- At the direction of the principal, teachers should take attendance prior to dismissal and report any missing students to Emergency Coordinator.
- At least one staff member should remain with any students until all students have departed.

## **General Responsibilities in an Emergency**

All classrooms should have emergency exit charts posted near the door(s). In the case of an emergency, every adult should be aware of his/her responsibilities and follow these procedures:

### **Principal**

- Assess the situation and give appropriate alarm / PA announcement.
- Designate someone nearby to call 911 and to notify LPS Home Office (510-830-3730).
- Meet with (or designate someone to meet with) police / fire / emergency crews when they arrive.
- Keep the Home Office informed; if necessary, set up telephone communications at a nearby residence or business.
- Determine, in consultation with the emergency crews, whether to release students to their homes or to return students to classes.
- Work with Student/Parent Coordinator to communicate with parents and/or release students.
- **In the case of media coverage, direct all media requests and press releases to the CEO at the Home Office.**
- Signal “All Clear” when situation is resolved.

### **Emergency Coordinator: Dean of Instruction**

- In an Evacuation, check the building to ensure that all students, personnel and visitors have evacuated all classrooms, hallways, and restrooms.
- Collect names of missing persons from teachers.
- Give directions to police in search procedures and take full responsibility for search.
- **Work with other members of the ER Team to coordinate response:**

### **Parent / Student Coordinator: School Manager**

- In an Evacuation, greet, organize, and comfort students outside the building.
- Communicate with families and release students to families, if necessary.

### **Supplies / Medical Coordinator: Dean of Students**

- Access supplies and coordinate passing out
- Provide for / designate administration of first aid, and request other emergency assistance as needed.

### **Security / Utilities Coordinator: Campus Supervisor**

- If students and staff are dismissed, secure the building against vandalism and theft.
- In a Lock Down, lock exterior doors and interior doors where possible.
- Shut off the valves for gas, water, electricity and air conditioning (coordinate with District, if necessary).

### **School Manager**

- Assist and take direction from the Principal.
- Take students' emergency information cards (Enrollment Forms 102A / B) if evacuating site.
- Make sure first aid supplies are handy in case they are needed.

- Carry out other duties as assigned.

### **Teachers**

- Carry out appropriate emergency procedures according to the signal (Evacuation, Alert, Duck and Cover, Lock Down) to ensure the safety and welfare of students.
- Take roll. Report names of missing students to Emergency Coordinator.
- Supervise students and maintain calm and order.
- Assist in assuring that students are released to guardians' care.

# RESPONSE TYPES

## **First Aid**

**Call 911. TAKE ONLY THOSE MEASURES YOU ARE QUALIFIED TO PERFORM.**

### **TO STOP BLEEDING:**

- Apply direct pressure to the wound
- Maintain the pressure until the bleeding stops
- If bleeding is from an arm or leg, and if the limb is not broken, elevate it above the level of the heart

### **CHOKING:**

- Stand behind the person
- Place the thumb side of one of your fists against the person's abdomen, just above the navel and well below the end of the breastbone
- Grasp your fist with your other hand, give an abdominal thrust
- Repeat until the object comes out
- If required, begin rescue breathing

**To report an  
EMERGENCY:  
call  
911**

**then call Home Office  
at (510) 830-3780**

## **Bomb Threat**

There are two ways a bomb threat may arise. One is through a phone call or written letter in which a bomb is discussed. The other is through a sighting of a suspicious object. Threats should be handled quickly and efficiently as if they were real and life threatening.

### **If the threat is received by telephone:**

- DO NOT HANG UP.
- The person receiving the call should attempt to keep the caller on the telephone as long as possible and alert someone else to call "911" – telling the operator:

**To report an  
EMERGENCY:  
call  
911**

**then call Home Office  
at (510) 830-3780**

**"This is [name] from [school]. We are receiving a bomb threat on another line. The number of that line is [phone number]."**

- The person answering the threat call should ask the following questions, record the answers (use the **Bomb Threat Report** form on the following page if possible) and then immediately notify or give the form to the Principal.
  - When is the bomb going to explode?
  - Where is the bomb right now?
  - What will cause it to explode?
  - What kind of bomb is it?
  - Why are you doing this?
  - What is your name?
  - What can we do for you to avoid the bomb from exploding?
  - How can you be contacted?
- School staff should not search for suspicious packages, boxes or objects – this may only be performed by trained search and rescue teams. Await for arrival of 911 search and rescue team. However if staff member identifies an object before 911 arrive, secure the immediate area.
- While the 911 team is conducting the search, all cell phones, beepers and hand-held radios should be turned off since many modern day explosive devices can be triggered by radio frequencies.
- Once a suspicious object is identified, assist the 911 crew in securing the immediate area. do not investigate or examine the object.
- Principal assesses the situation and may order DUCK AND COVER or EVACUATION.

**Upon finding a suspicious object:**

- Do not investigate or examine the object.
- Notify the Principal immediately.
- Secure the immediate area. Warn others not to approach area.
- Principal calls 911 to provide the exact location of the object, and notifies Home Office.
- Principal assesses the situation and may order **DUCK AND COVER** or **EVACUATION**.

**If Principal announces “EVACUATION”:**

- Teachers lead their students outdoors via prescribed evacuation routes (if safe) to Emergency Gathering Points. Note: this point may change, depending on the location of the bomb.
- Students who are not in classrooms should evacuate immediately and then proceed to their appropriate Emergency Gathering Points.
- Teachers bring their student roster and any classroom emergency kits, and take roll at the Emergency Gathering Point. Teachers notify Emergency Coordinator of missing students.
- Emergency Coordinator designates teachers/staff as guards to prevent unauthorized entry and keep access roads clear for emergency vehicles.
- If the area appears safe, Emergency Coordinator will make an initial inspection of school buildings to identify any injured or trapped students or staff.
- Any affected areas will not be reopened until the Bomb Squad or appropriate agency provides clearance and the Principal issues an “All Clear” announcement.



## Bomb Threat Report

### DO NOT HANG UP!

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

*Exact words of person placing the call:*

---

---

---

---

*Ask these questions for a bomb threat:*

When is the bomb going to explode?

---

Where is the bomb right now?

---

What will cause it to explode?

---

What kind of bomb is it?

---

Why are you doing this?

---

What is your name?

---

What can we do for you to avoid the bomb from exploding?

---

How can you be contacted?

---

*CIRCLE as appropriate:*

**Caller's Identity:**            Male            Female

**Estimated age:**            \_\_\_\_\_ years  
   Adult            Juvenile

*CIRCLE as appropriate:*

**Voice:**            Loud            Soft            Fast            Slow  
                      Distinct        Distorted     High pitch     Deep  
                      Raspy           Pleasant Stutter     Nasal  
                      Slurred        Lisp            Raspy           Whisper

Familiar? Whom did it sound like? \_\_\_\_\_

**Accent:**            Local            Not Local        Foreign            Regional  
                      Other \_\_\_\_\_

**Language skill:**    Excellent        Good            Fair            Poor  
                      Other \_\_\_\_\_

**Manner:**            Calm            Angry            Rational Irrational  
                      Coherent        Incoherent     Deliberate     Emotional  
                      Righteous       Laughing        Crying           Intoxicated

**Noises:**            Office            Factory            Trains            Animals  
                      Quiet            PA System        Music            Party  
                      Voices            Mixed            Airplanes        Street  
                      TV/Radio        Cell phone        Long distance    Children

**Additional information:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Receiving phone number: \_\_\_\_\_

Person receiving call: \_\_\_\_\_

**IF YOU RECEIVE A WRITTEN BOMB THREAT, OR COMPLETE THIS REPORT, GIVE IT TO THE PRINCIPAL.**

**THE PRINCIPAL SHOULD THEN PASS IT ON TO THE POLICE ONCE THEY ARRIVE.**

## Chemical Spill / Incident

### When chemical spill is identified:

- DO NOT TOUCH ANYTHING.
- Teacher evacuates students from immediate area. If possible, teacher contains hazard by turning off local fans and by closing doors and windows behind.
- Teacher calls 911, then notifies Principal and assesses danger of hazard.
- IF SPILL IS FUMING OR GIVING OFF VAPORS, DO NOT ENTER ROOM, and instead wait for 911 response.
- Principal assesses situation and may order EVACUATION or ALERT.
- Principal identifies the type of spill, if possible, chemical name, quantity spilled, and exact room where the spill occurred.
- Principal calls Home Office.
- School Manager turns off school's air handling system (HVAC).
- Any affected areas will not be reopened until the HazMat team or appropriate agency provides clearance and the Principal issues an "All Clear" announcement.

To report an  
**EMERGENCY:**  
call  
**911**

then call Home Office  
at (510) 830-3780

### If Principal announces "ALERT":

- Principal instructs all students to return to their assigned classrooms.
- Principal instructs teachers/staff to close doors and windows; to turn off local fans; to seal gaps under doors and windows with wet towels or duct tape; to seal vents with aluminum foil or plastic wrap, if available; and to turn off sources of ignition (e.g. pilot lights). (Use the materials available in Emergency Bucket to do this).
- Teachers take roll and report missing persons to Principal via emergency radios.

### If Principal announces "EVACUATION":

- Teachers lead their students outdoors via prescribed evacuation routes (if safe) to Emergency Gathering Points. Teachers lead students *upwind* of the building.
- Students who are not in classrooms should evacuate immediately and then proceed to their appropriate Emergency Gathering Points.
- Teachers bring their student roster and any classroom emergency kits, and take roll at the Emergency Gathering Point. Teachers notify Emergency Coordinator of missing students.
- **Supplies / Medical Coordinator** sets up the first aid station, checks for injuries, and provides appropriate first aid.
- **Security / Utilities Coordinator** designates teachers/staff as guards to prevent unauthorized entry and keep access roads clear for emergency vehicles.
- If the area appears safe, Emergency Coordinator will make an initial inspection of school buildings to identify any injured or trapped students or staff.

### For persons who have come in contact with the substance:

**If you suspect inhalation of fumes, take the affected person into open fresh air.**

- Dependent on the chemical, affected areas may be washed with soap and water. Take care to ensure that this will not exacerbate the injury (this depends on the chemical). Use emergency eye wash station or emergency shower.
- Contaminated clothes should be immediately removed and contained.
- Do not use bleach or other disinfectants on potentially exposed skin.
- Individuals that have been contaminated “topically” by a liquid should be segregated from unaffected individuals (isolation does not apply to widespread airborne releases).
- **Supplies / Medical Coordinator** should assess the need for medical attention, and prepare a list of all affected people to provide to the emergency response team.

## Child Abuse

*If any staff member suspects that physical or emotional neglect or willful cruelty is being inflicted on a child by another person, the staff member is mandated to:*

- Report the suspected incident to a child protective agency by telephone *immediately* to 408-299-2071.
- School Resource Officers are not approved protective agencies – do not report to School Resource Officer.
- Report the suspected incident by written report *within 36 hours*.

*If it is suspected that a child is abandoned, in immediate danger, or in need of medical care:*

- Call 911 immediately.

Child abuse is defined as “*a physical injury which is inflicted by other than accidental means,*” sexual abuse, willful cruelty or unjustifiable punishment, cruel or inhuman corporal punishment or injury, and negligent treatment or maltreatment under circumstances indicating harm, or threatened harm, the child’s health or welfare.

To report an  
**EMERGENCY:**  
call  
**911**

**then call Home Office  
at (510) 830-3780**

## Death / Suicide

### In the event of a death or suicide:

- Call 911 and notify Principal immediately.
- Principal notifies teachers to keep students in their classrooms until informed otherwise.
- Principal calls LPS Home Office (510-830-3780).
- Principal and Police/Ambulance will notify relatives where the victim(s) have been taken and not divulge unnecessary details.
- All media inquiries will be handled by Home Office.
- Counselor will ensure that counseling services are available as soon as possible.
- If student(s) are the first to discover a death or suicide, segregate student(s) from the scene and from each other and notify Principal who will advise parents. **DO NOT LEAVE STUDENT(S) ALONE.**

To report an  
**EMERGENCY:**  
call  
**911**

then call Home Office  
at (510) 830-3780

## Earthquake

### Upon the first indication of an earthquake:

#### *If indoors:*

- Teachers should calmly direct students to **DUCK AND COVER**.
- Move away from windows and overhead hazards.
- Take cover under a desk or table or against an interior wall.
- Cover head with arms or hold to the desk and be prepared to move with it.
- Hold the position until the ground stops shaking, or for at least 60 seconds.
- Do not stand in a doorway for protection.

#### *If outdoors:*

- Crouch down away from buildings, poles, and overhead wires.
- Place head between knees and cover head with arms.

### When shaking stops:

- Principal may make the **EVACUATION** announcement, and notifies Home Office of situation.
- Teachers lead their students outdoors via prescribed evacuation routes (if safe) to Emergency Gathering Points.
- **DO NOT** touch any fallen wires.
- Teachers bring their student roster and any classroom emergency kits, and take roll at the Emergency Gathering Point. Teachers notify Emergency Coordinator of missing students.
- **Supplies / Medical Coordinator** sets up the first aid station, checks for injuries, and provides appropriate first aid.
- **Security / Utilities Coordinator** designates teachers/staff as guards to prevent unauthorized entry and keep access roads clear for emergency vehicles.
- **If the area appears safe, Emergency Coordinator should contact local search and rescue teams to make an initial inspection of school buildings to identify any injured or trapped students or staff. These teams are trained and have necessary supplies to do so.**
- Once evacuated, staff and students should remain outside buildings, given the danger of aftershocks.
- **Security / Utilities Coordinator** or Home Office Operations Team to notify the appropriate utility company of damages (e.g., gas, power, water, or sewer).
- Principal contacts the Home Office to determine additional actions that are necessary.

To report an  
**EMERGENCY:**  
call  
**911**

then call Home Office  
at (510) 830-3780

## Electrical Failure

### If exposed electrical wire:

- Report it immediately to Principal.
- Remain at or protect the scene from student or staff accidental contact.
- Principal assesses situation and may order emergency procedure such as EVACUATION or ALERT.
- **Security / Utilities Coordinator** shuts off power to the affected area of the building.

### If simple electrical failure:

- Notify Principal's Office.
- **Security / Utilities Coordinator** notifies the electrical company (PG&E) at 800-743-5000.
- Office staff and classroom teachers turn off computers and other equipment that might be damaged by a power surge when the service is restored.
- Do not turn off all the machines at once. **Security / Utilities Coordinator** should coordinate the shut down and start up process so that it is done in phases.



## Explosion

### Upon seeing or hearing an explosion:

- Teachers should calmly direct students to **DUCK AND COVER**.
- Move away from windows and overhead hazards and take cover under a desk or table or against an interior wall.
- Cover head with arms or hold to the desk.
- If outdoors, crouch down, place head between knees, and cover head with arms.
- Teachers call 911, then notify Principal of situation.
- If flame or fire is present, report this to 911, along with cause of fire, if known.
- Principal assesses situation and may order **ALERT** or **EVACUATION**.
- Principal notifies campus security. Principal notifies Home Office.

To report an  
**EMERGENCY:**  
call  
**911**

then call Home Office  
at (510) 830-3780

### Staff should attempt to suppress fires with extinguishers.

- Note: Ensure the use of proper type of extinguishers, i.e. Class A, B or C for ordinary combustibles; Class B or C for fires involving flammable liquids; or Class C only for fires involving electrical equipment.

### If Principal announces "EVACUATION":

- Teachers lead their students outdoors via prescribed evacuation routes (if safe) to Emergency Gathering Points.
- Students who are not in classrooms should evacuate immediately and then proceed to their appropriate Emergency Gathering Points.
- Teachers bring their student roster and any classroom emergency kits, and take roll at the Emergency Gathering Point. Teachers notify Emergency Coordinator of missing students.
- **Supplies / Medical Coordinator** sets up the first aid station, checks for injuries, and provides appropriate first aid.
- **Security / Utilities Coordinator** designates teachers/staff as guards to prevent unauthorized entry and keep access roads clear for emergency vehicles.
- If the area appears safe, Emergency Coordinator will make an initial inspection of school buildings to identify any injured or trapped students or staff.
- Any affected areas will not be reopened until the Bomb Squad or appropriate agency provides clearance and the Principal issues an "All Clear" announcement.
- Principal will direct the **Security / Utilities Coordinator** to notify the appropriate utility company of damages (e.g., gas, power, water, or sewer).
- Principal will contact the Home Office to determine additional actions that may be necessary.

## Fire

### Upon discovery of a fire:

- Pull the Fire Alarm and report fire to the Principal.
- Teachers lead their students outdoors via prescribed evacuation routes (if safe) to Emergency Gathering Points.
- If there is smoke, teachers instruct students to drop to the ground and crawl to nearest exit.
- If safe, Emergency Coordinator and trained teachers/staff will use fire extinguishers to suppress fires until the fire department arrives.
- Students who are not in classrooms should evacuate immediately and then proceed to their appropriate Emergency Gathering Points.
- Teachers bring their student roster and any classroom emergency kits, and take roll at the Emergency Gathering Point. Teachers notify Emergency Coordinator of missing students.
- **Safety / Materials Coordinator** sets up the first aid station, checks for injuries, and provides appropriate first aid.
- **Security / Utilities Coordinator** designates teachers/staff as guards to prevent unauthorized entry and keep access roads clear for emergency vehicles.

To report an  
**EMERGENCY:**  
call  
**911**

then call Home Office  
at (510) 830-3780

**Designate a staff member as a spotter to flag emergency vehicles toward the specific area of the fire within the site. This will expedite 911 response efforts.**

- If the area appears safe, Emergency Coordinator will make an initial inspection of school buildings to identify any injured or trapped students or staff.
- If fire is extinguished by school personnel, Principal is required to call Fire Department to indicate “fire is out.”
- Any affected areas will not be reopened until the Fire Department or appropriate agency provides clearance and the Principal issues an “All Clear” to do so.

## **Flooding**

Warnings of severe weather are usually received via public radio or the State Warning Center (800-852-7550). If time and conditions permit, students may be sent home. However, if the weather conditions develop during school hours, without sufficient warning, students should be held at school.

### **Upon discovering any flooding:**

- If an emergency, call 911.
- Notify the Principal immediately.
- Principal will assess the situation and make an announcement over the PA for **EVACUATION**, **ALERT**, or **dismissal** to go home.
- Principal will call the Home Office.

### **If Principal announces "ALERT":**

- Principal instructs all students to return to their assigned classrooms.
- Teachers instruct students not to go near water if electrical items or outlets are nearby.
- Teachers take roll; Emergency Coordinator collects list of missing persons.

### **If Principal announces "EVACUATION":**

- Teachers instruct students not to go near water if electrical items or outlets are nearby.
- Teachers lead their students outdoors via prescribed evacuation routes (if safe) to Emergency Gathering Points.
- Teachers bring their student roster and any classroom emergency kits, and take roll at the Emergency Gathering Point. Teachers notify Emergency Coordinator of missing students.
- If the area appears safe, Emergency Coordinator will make an initial inspection of school buildings to identify any injured or trapped students or staff.
- Principal will direct the **Security / Utilities Coordinator** to notify the appropriate utility company of damages (e.g., gas, power, water, or sewer).
- If electrocution is a possibility, depending on source of flooding, **Security / Utilities Coordinator** will shut off power to the area in question.
- Principal contacts the Home Office to determine additional actions that are necessary.

To report an  
**EMERGENCY:**  
call  
**911**

then call Home Office  
at (510) 830-3780

## Gas Line Break

### Upon smelling, seeing, or hearing a gas leak:

- Call 911, then notify Principal.
- Principal assesses situation and may order **EVACUATION**.
- Principal calls Home Office, then PG&E at 800-743-5000.
- Teachers lead their students outdoors via prescribed evacuation routes (if safe) to Emergency Gathering Points.
- If staff / faculty are aware of a gas leak in their assigned area, check that all open flame and / or heat sources are turned off immediately, before exiting the area.
- Students who are not in classrooms should evacuate immediately and then proceed to their appropriate Emergency Gathering Points.
- Teachers bring their student roster and any classroom emergency kits, and take roll at the Emergency Gathering Point. Teachers notify Emergency Coordinator of missing students.
- **Security / Utilities Coordinator** designates teachers/staff as guards to prevent unauthorized entry and keep access roads clear for emergency vehicles.
- If the area appears safe, Emergency Coordinator will make an initial inspection of school buildings to identify any injured or trapped students or staff.

To report an  
**EMERGENCY:**  
call  
**911**

then call Home Office  
at (510) 830-3780

**Any affected areas will not be reopened until the Fire Department or appropriate agency provides clearance and the Principal issues an "All Clear" announcement.**

## **Intruders**

The school requires all visitors to check in with the front office and wear a visitors badge at all times.

### **If an unauthorized person is seen on school grounds:**

- Call Principal immediately with exact location of intruder.
- Principal assesses situation and may order **ALERT** or **LOCK DOWN**.
- Principal calls 911, then Home Office.

### **If Principal announces "ALERT":**

- Principal instructs all students to return to their assigned classrooms.
- Teachers and staff close all doors and windows.
- Teachers take roll and report missing persons to Principal via emergency radios.
- If the area appears safe, Emergency Coordinator will make an initial inspection of school buildings to identify any students or staff that are missing or injured.
- Teachers keep students in classrooms until Police provide clearance and the Principal issues an "All Clear."

### **If Principal announces "LOCK DOWN":**

- Teachers calmly direct students to move away from all doors and windows and to duck under their desks.
- Teachers lock the doors if it appears safe to do so.
- Students who are outdoors will return to their assigned classrooms if it is safe to do so; otherwise, teachers or staff will direct them to nearby buildings or classrooms.
- Teachers notify Principal of situation.
- Principal calls 911 and notifies campus security. Principal notifies Home Office.
- Office personnel close and lock all office doors and windows immediately.
- Emergency Coordinator **locks** all exterior entrances. No visitors are allowed. All visitors currently on campus will remain with their school contact person, who is responsible for them.
- Teachers take roll and notify Emergency Coordinator of missing persons via emergency radios and / or cell phone.
- Emergency Coordinator ensures students are not in the hallways or bathrooms. Students found in these areas are immediately escorted to a secure classroom or office.
- Nobody leaves the secure sites until emergency crew members escort them to safety or Principal makes "All Clear" announcement.

To report an  
**EMERGENCY:**  
call  
**911**

then call Home Office  
at (510) 830-3780

## Lockdown / Shooting Incident

If a shooting takes place the first priority is to shelter students and staff.

### On hearing gunshots or a "LOCK DOWN" announcement from the Principal:

- Call 911.
- Teachers calmly direct students to move away from all doors and windows and to duck under their desks.
- Teachers lock the doors if it appears safe to do so.
- Students who are outdoors will return to their assigned classrooms if it is safe to do so; otherwise, teachers or staff will direct them to nearby buildings or classrooms.
- Teachers notify Principal of situation.
- Principal makes **LOCK DOWN** announcement, calls 911, and notifies campus security. Principal notifies Home Office.
- Office personnel close and lock all office doors and windows immediately.
- Emergency Coordinator locks all exterior entrances. No visitors are allowed. All visitors currently on campus will remain with their school contact people, who are responsible for them.
- Teachers take roll and notify Emergency Coordinator of missing persons via emergency radios.
- Emergency Coordinator ensures students are not in the hallways or bathrooms. Students found in these areas are immediately escorted to a secure classroom or office.
- Nobody leaves the secure sites until emergency crew members escort them to safety or Principal makes "All Clear" announcement.
- **All media inquiries will be referred to the Home Office.**

To report an  
**EMERGENCY:**  
call  
**911**

then call Home Office  
at (510) 830-3780

## Lost Child

### If a student is lost:

- Call 911.
- Report to Principal.
- Principal calls parent/guardian, notifies him/her that police have been called.
- If incident occurred on campus, Principal considers ordering LOCK DOWN.

### If a student is kidnapped:

- Call 911.
- Report incident to Principal.
- Principal calls parent/guardian, notifies him/her that police have been called.
- Emergency Coordinator gathers witnesses in private area to meet with Police investigators. Keep witnesses separated to prevent changes in story.

To report an  
**EMERGENCY:**  
call  
**911**

then call Home Office  
at (510) 830-3780

**STAFF ACKNOWLEDGMENT PAGE**

**All staff must sign and return this page to the Principal or School Manager.**

I have received a copy of the Leadership Public Schools Emergency Response Guide (the "Guide").

I have carefully reviewed the Guide and agree to follow the procedures outlined in the Guide in the event of an emergency.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**



# **APPENDIX: Forms and Checklists**

**LPS Emergency Response Calendar - 2011-12**

LPS School: \_\_\_\_\_

**Your school should complete this form over the course of the school year and turn it in to Director of Operations at the Home Office by July 1.**

<b>Date</b>	<b>Activity</b>	<b>Responsible Person</b>	<b>Date Completed</b>	<b>Initials</b>
July/August	Update staff roster, contact info and CPR certification, noting expiration date.	School Manager		
July/August	Collect student and staff emergency info	SM / Enrollment Coordinator		
July/August	Establish Emergency Response Teams.	Principal		
July/August	Review and update emergency guide with Response Team.	Emergency Coordinator / HO		
July/August	Update Site Map	School Manager / HO Ops Team		
July/August	Update/post Evacuation Route Map in each classroom	School Manager		
August School Site PD	Orient staff to Emergency Response Plan and gather staff signature pages. Train staff on safety and security each year <i>before the first day of school</i> , including the <b>proper use of fire extinguishers.</b>	Emergency Coordinator / Home Office		
July/August	Organize / update classroom evacuation materials.	SM / Emergency Coordinator		
by October 1	Hold first Evacuation / Fire Drill (required at least TWICE per year).	Emergency Coordinator / Principal		
Third week of classes	Print off three copies of student roster for each classroom. Place one copy in Emergency Bucket, one copy on the wall (clipboard) or teacher desk, and one copy in Main Office. Update on a regular basis, if possible.	SM and Emergency Coordinator		
by November 28	Hold Major Disaster Drill (required at least once a year). Use procedure for "Earthquake.", and coordinate with Great Shakeout if possible.	Emergency Coordinator / Principal		
December	Materials check – change emergency water, check expiration dates on supplies, inventory/restock.	School Manager		

by January 30	Hold Civil Defense Drill (at least once a year). Use procedure of for "Lockdown / Shooting Incident."	Emergency Coordinator / Principal		
by March 31	Hold second Evacuation / Fire Drill (required at least TWICE per year).	Emergency Coordinator / Principal		
by July 1	Turn in your Safety Drill Record Form and THIS checklist to Home office.	Emergency Coordinator		



## Safety Drill Evacuation Checklist

### Leadership Public Schools SAFETY DRILL EVALUATION CHECKLIST

To be completed by Emergency Response Coordinator  
*Use after each Safety Drill*

#### *Yes/No*

- Are all students and staff familiar with the "drop, cover, and hold" procedure?
- Have all students demonstrated their ability to take immediate and correct actions?
- Do teachers take cover with students during drills?
- Is there sufficient shelter space under tables, desks, and counters for all students?
- Do all students know how to protect themselves if no shelter is available?
- Are teachers and students prepared to remain in duck and cover positions for up to 60 seconds?
- Are students encouraged to be silent during drills?
- Are teachers prepared to maintain relative calm and reassure their students?
- Are students evacuated from classrooms to a safe outdoor area following a simulated emergency?
- Does your post-earthquake building evacuation procedure consider the very real possibility that strong aftershocks may occur within minutes after the main event?
- Do teachers remember to take class roster and other emergency supplies when evacuating?
- Have maintenance staff and all site emergency teams practiced their roles during crisis response drills?
- Have students been given ample opportunity to discuss fears and concerns about the crisis drill and/or actual crises?
- Have students been instructed on how they can help each other?
- Are crisis drills viewed as an opportunity to discuss emergency preparedness in the home?
- Have parents been informed about your crisis response safety procedures?
- Have teachers and other staff members prepared their families to cope effectively during and after a crisis?

## Classroom Hazard Checklist (Optional)

### LEADERSHIP PUBLIC SCHOOLS CLASSROOM HAZARD CHECKLIST

#### Optional form for Emergency Coordinator use

School: \_\_\_\_\_

Room #: \_\_\_\_\_

Due Date: \_\_\_\_\_

#### *Answers: Yes / No / Unknown / Not Applicable*

1. Are freestanding cabinets, bookcases, and wall shelves secured to a structural support?
2. Are heavy objects removed from high shelves?
3. Are potentially hazardous displays located away from seating areas?
4. Are A.V. equipment and computers securely attached to a portable (rolling) cart with lockable wheels?
5. Is the TV monitor securely fastened to a securely fastened platform and/or cart?
6. Is the classroom piano secured against rolling during an earthquake?
7. Are wall-mounted clocks, maps, fire extinguishers, etc. secured against falling?
8. Are computers, VCR's, and other heavy equipment secured to prevent movement?
9. Are objects around doors secured so as not to fall and block egress?
10. Are trashcans located away from main exit, fire extinguisher, and emergency supplies?

Completed by: \_\_\_\_\_

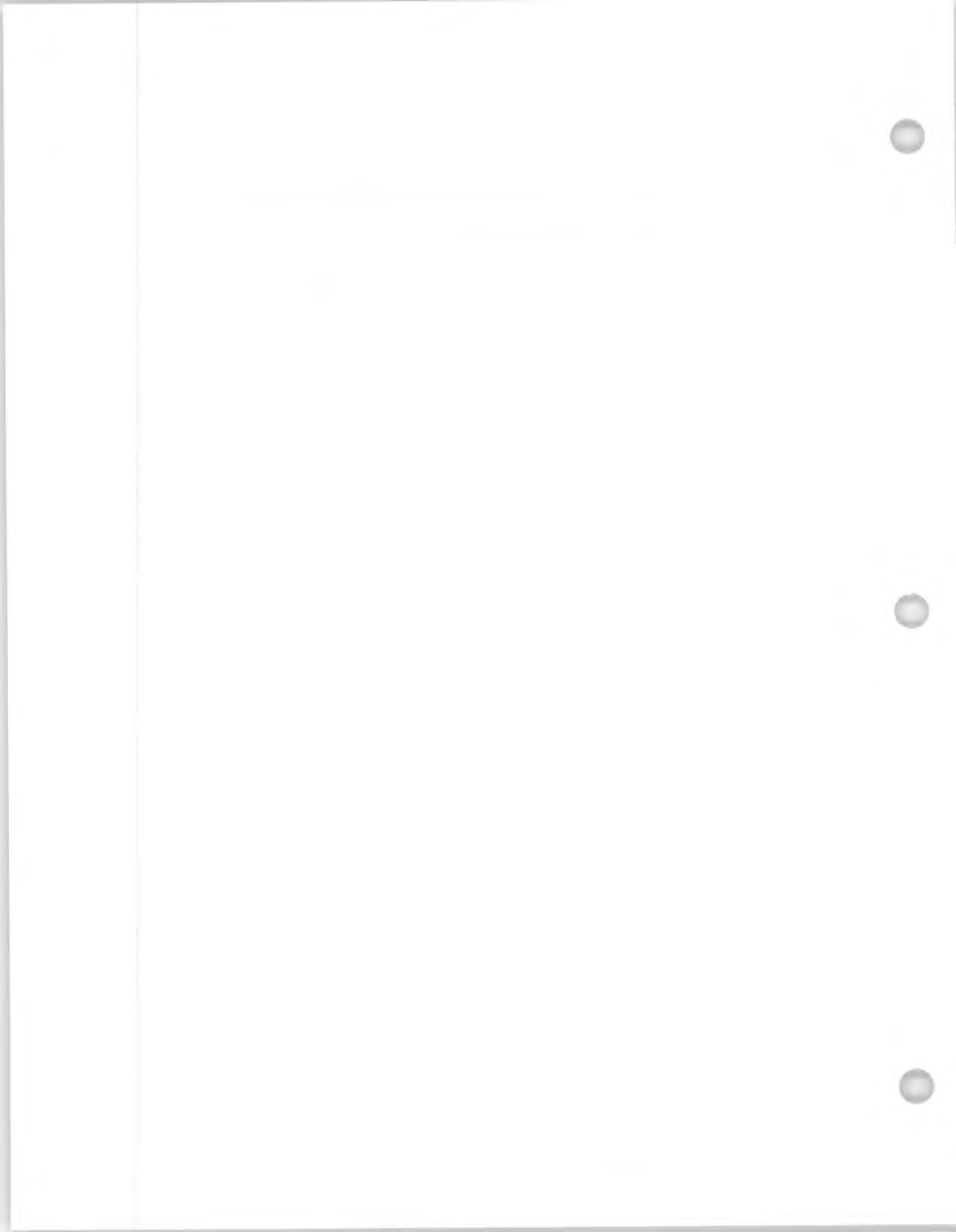
**Emergency Partner Staff List (Optional)**

**LEADERSHIP PUBLIC SCHOOLS EMERGENCY PARTNER STAFF LIST**

**(Optional form for Emergency Coordinator use)**

Teachers may have emergency partner assignments to check on each other after a crisis. In this way there can be an immediate check on the status of all personnel and conditions.

<b>Name</b>	<b>Room #</b>	<b>Teaching Schedule</b>	<b>Partner</b>	<b>Room #</b>	<b>Teaching Schedule</b>





**Appendix J:**  
**LPS Suspension & Expulsion Procedures and**  
**Parent/Student Due Process Rights**

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# **LEADERSHIP PUBLIC SCHOOLS SUSPENSION & EXPULSION PROCEDURES AND PARENT/STUDENT DUE PROCESS RIGHTS**

## **Introduction**

Leadership Public Schools ("LPS") believes that one of the major functions of education is the preparation of youth for responsible citizenship. LPS shall foster a learning environment that reinforces self-discipline and the acceptance of personal responsibility. In addition, LPS shall work with students and families to provide a safe school environment that provides students with the opportunity to have a quality education.

In order to maintain an environment that will prepare LPS students for responsible citizenship, LPS has developed and adopted the policies and procedures set forth in this document. This document is designed to guide LPS schools and personnel in dealing with student discipline issues, while providing students and parents with a clear set of expectations regarding student behavior and an understanding of the consequences of misconduct.

These policies and procedures will be periodically reviewed and the lists of offenses for which students are subject to suspension or involuntarily transferred will be modified as necessary.

These policies and procedures will be enforced fairly, uniformly, and consistently without regard to race, creed, color, sex, or any other prohibited classification.

## **Student Due Process**

The LPS Board of Trustees shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation.

## **Suspension**

Definition: Suspension is the temporary removal of a student from class instruction for adjustment or disciplinary reasons. It can include an in-school suspension at the discretion of the school, assuming adequate space and supervision. A suspension does not mean any of the following:

1. Reassignment to another class at the same school where the student will receive continuing instruction for the school.
2. Referral to an advisor assigned that role by the Principal.

While on suspension from school, the student is not to loiter on or about any school grounds at any time, nor to attend any LPS voluntary activity at any time, no matter where such activity may be taking place. Violation may result in further disciplinary action.

Except in cases where suspension for a first offense is warranted in accordance with law, each school site shall consider suspension from school only when other means have not been successful or where the student's presence would constitute a danger to persons or property or seriously disrupt the educational process.

*Authority to Suspend:*

1. A teacher may suspend a student only from his/her classroom for the day of the suspension plus the following school day.
2. The Principal or his/her designee may suspend a student from class, classes or the school campus for a period not to exceed five school days.
3. The CEO or his/her designee may extend a student's suspension pending final decision by the LPS Disciplinary Review Committee or Hearing Officer (as authorized by the LPS Board of Trustees) on a recommendation for expulsion (involuntarily transferred). This Committee may consist of the Director of Student Services, his/her designee(s), other LPS administrators, and other LPS school personnel (Counselors, Deans, etc.).
4. A Special Education student being considered for Expulsion may be suspended for ten (10) consecutive days pending the outcome of the Manifestation Determination IEP procedure in accordance with the Individuals With Disability Act (IDEA). (See section: Suspension and Expulsion of students with disabilities).

A pupil may not be suspended or expelled for any of the acts enumerated unless the act is related to school activity or school attendance occurring within a school under the jurisdiction of the CEO or principal or occurring within any other school district. A pupil may be suspended or expelled for acts that are enumerated in the section and related to school activity or attendance that occur at any time, including, but not limited to any of the following:

1. While on school grounds.
2. While going to or coming from school.
3. During the lunch period whether on or off the campus.
4. During, or while going to or coming from, a school sponsored activity.

A pupil may also be suspended or expelled for engaging in any activity, on or off campus, that interferes with, disrupts, or adversely affects the school environment, school operations, or an educational function, including but not limited to, conduct that may reasonably be considered to: (a) be a threat or an attempted intimidation of a staff member; or (b) endanger the health or safety of students, staff, or school property; or (c) can be shown to cause a substantial disruption to school operations.

**Grounds for Suspension and Expulsion**

The following information is designed to provide uniformity within LPS in matters of student misconduct requiring disciplinary action.

The following offenses constitute grounds for suspension and expulsion and may require police notification:

- **Physical Injury:** Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon the person of another, except in self-defense. Notification to police at the discretion of school officials.
- **Weapons, Explosives, Dangerous Objects:** Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal. Notification to police required.
- **Controlled Substances/Alcohol:** Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind. Notification to police required.
- **Substances in Lieu of Controlled Substances:** Unlawfully offered, arranged, or negotiated to sell any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and then either sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant. Notification to police at the discretion of school officials.
- **Robbery or Extortion:** Committed or attempted to commit robbery or extortion. Notification to police at the discretion of school officials.
- **Damage to Property:** Caused or attempted to cause damage to school property or private property. Notification to police at the discretion of school officials.
- **Theft of Property:** Stole or attempted to steal school property or private property. Notification to police at the discretion of school officials.
- **Tobacco:** Possessed or used tobacco, or any product containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her own prescription products with the consent of a school official.
- **Obscenity/Profanity:** Committed an obscene act or engaged in habitual profanity or vulgarity.

- **Drug Paraphernalia:** Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code. Notification to police at the discretion of school officials.
- **Disruption/Defiance:** Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, or other school personnel engaged in the performance of their duties. Notification to police at the discretion of school officials.
- **Received Stolen Property:** Knowingly received stolen school property or private property. Notification to police at the discretion of school officials.
- **Imitation Firearm:** Possessed an imitation firearm. *Definition of Imitation Firearm:* a replica of a firearm that is so substantially similar in physical properties to an existing firearm to lead a reasonable person to conclude that the replica is a firearm. Notification to police at the discretion of school officials
- **Sexual Assault/Sexual Battery:** Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code. Notification to police required.  
*Definition of Sexual Assault:* includes rape, various types of sexual abuse, and lewd and lascivious conduct. (Penal Code 261, 266c, 286, 288, 288a, 289.)  
*Definition of Sexual Battery:* the touching of an intimate part of another person, if the touching is against the will of the person touched, and is for the specific purpose of sexual arousal, sexual gratification, or sexual abuse (Penal Code 243.4).
- **Harassment of Witness:** Harassed, threatened, or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both. Notification to police at the discretion of school officials.
- **Sexual Harassment:** Committed sexual harassment.  
*Definition of Sexual Harassment:* an act which, upon review of a reasonable person of the same gender as the victim, is determined to be sufficiently severe or pervasive so as to cause negative impact on one's academic performance or to create an intimidating, hostile or offensive educational environment.  
*Limitation:* Sexual harassment must be unwelcomed by the recipient in order to constitute a violation. Notification to police at the discretion of school officials
- **Hate Violence:** Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.  
*Definition of Hate Violence:* the use of force or threat of force to intimidate a person in the exercise of a constitutional or statutory right, or damage or destruction of property for the purpose of intimidating or interfering with a person because of that individual's "race, color, religion, ancestry, national origin, disability, gender, or sexual orientation." Notification to police at the discretion of school officials

- **Intentional Harassment:** Created a hostile educational environment.  
*Definition of Intentional Harassment:* engaging in harassment, threats or intimidation, directed against a student or group of students, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting a classroom, creating substantial disorder, and invading the rights of the students or group of students by creating an intimidating or hostile educational environment.
- **Terrorist Threats Against School Officials and/or Property:** Committed a terroristic threat against school officials, school property or both.  
*Definition of Terroristic Threat:* includes 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 (\$1,000.00), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for: his or her own safety, his or her immediate family's safety, the protection of school property, and/or the personal property of the person threatened or of his or her immediate family. Notification to police at the discretion of school officials
- **Hazing:** Engaged in hazing activities or any act that causes or is likely to cause personal humiliation or disgrace.
- **Vandalism/Malicious Mischief:** Defaced, damaged or destroyed any school property including, books, supplies of all kinds, equipment, buildings and grounds.  
*Note:* Parents can be held financially liable for damages up to \$10,000 and shall also be liable for the amount of any reward not exceeding \$10,000 pursuant to Section 53069.5 of the Government Code. Notification to police at the discretion of school officials

If a student is expelled for one of the above reasons, the school should provide this information to the district of residence.

### **Procedures in Cases Requiring Suspension**

**Step One:** The school site administrator or teacher investigates the incident and determines whether or not it merits suspension.

*Searches:* In order to investigate an incident, or where there is reasonable suspicion, a student's attire, personal property, vehicle or school property, including books, desks, and school lockers, may be searched by a principal/principal designee who has reasonable suspicion that a student possesses illegal items or illegally obtained items. These may include illegal substances, drug paraphernalia, weapons or other objects or substances that may be injurious to the student or others. *Illegally possessed items shall be confiscated and turned over to the police.*

Step Two: The school site administrator determines the appropriate length of the suspension (up to five school days). *Note:* A teacher may suspend a student only from his/her classroom for the day of the suspension plus the following school day. In the case of a teacher initiated classroom suspension, the teacher will make contact with the student's parent to explain the reason for the suspension.

Step Three: Unless a student poses a danger to the life, safety, or health of students or school personnel, a suspension will be preceded by an informal conference between the principal and student, in which the student shall be informed of the reason for the suspension, the evidence against him, and be given the opportunity to present his or her defense. ***At the time of suspension, a school employee will make a reasonable effort to contact the student's parents in person or by telephone.*** In the event that a teacher suspends a student, the teacher shall ask the parent to attend a parent-teacher conference regarding the suspension as soon as possible.

Step Four: School site administrator fills out a Notice of Suspension Form. The parent will be given written notice of the suspension using this form. A copy of this form is also sent to the LPS home office and placed in the student's cumulative file at the school site.

Step Five: School site administrator determines whether the offense warrants a police report. State law requires that LPS report certain offenses to law enforcement authorities. If so, the police are called as soon as possible. In addition to the offenses listed under "Grounds for Suspension and Expulsion" that require a police report, school personnel are required, by law, to file a report to the police or a legal agency as follows:

- Prior to suspending a student from school for an assault upon any person with a deadly weapon or by force likely to produce great bodily injury.
- A non-accidentally inflicted physical injury upon a minor student by another student, which requires medical attention beyond the level of school-applied first aid.
- Actual or suspected sexual abuse or physical abuse of any minor child. A report must be made to a child protection agency.
- An attack or assault on, or the menacing of, any school employee by a student.
- A directly communicated threat by a student or any person to inflict unlawful injury upon the person or property of a school employee to keep the employee from fulfilling any official duty or for having fulfilled any official duty.
- Possession of any controlled substance, drug paraphernalia, alcoholic beverages or intoxicants, including glue containing toluene. Possession of such materials is illegal, and upon confiscation, cannot be retained by school personnel.
- Acts of school misconduct in violation of court imposed conditions on probation.
- Truancy of any student under court ordered mandatory attendance.

Step Six: The school site administrator informs teachers of each student who has engaged in, or been suspected to have been engaged in, any misconduct for which the student can be suspended other than for use and possession of tobacco products. The information must be maintained in confidence, and only transmitted to teachers and supervisory personnel.

### Appeals Process:

A student or the student's parents/guardians may appeal those disciplinary actions imposed upon a student for his/her school related offenses.

Appeals must be made first in writing at the school level, and should be directed to the principal. The principal or principal's designee will attempt to resolve the appeal with a written response within ten (10) school days.

After appeal at the school level, if further appeal is desired, the appeal should be made to LPS and should be directed to the CEO or the CEO's designee for resolution with a written response within fifteen (15) school days.

After appeal at the LPS administrative level, if further review is desired, the appeal may be forwarded to the LPS Disciplinary Review Committee or Hearing Officer for resolution with a written response within 20 school days. If any appeal is denied, the parent may place a written rebuttal to the action in the student's file.

### Expulsions (Involuntary Transfers)

*Definition:* Expulsion is the involuntary removal of a student from all schools and programs of LPS for an extended period of time for acts of specified misconduct. Except for single acts of a grave nature, Expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to other students.

In the event that a student is recommended for Expulsion from LPS, he or she is entitled to a hearing, advance written notice of the rights and responsibilities set forth in the LPS Suspension and Expulsion Policies and Procedures. Written notice of these due process rights shall be provided at least 10 days in advance of the date set for the hearing.

Expulsion proceedings for a currently identified Special Education student require additional due process procedures. LPS will follow all due process procedures for Special Education students included in this document and in accordance with the Individuals with Disabilities Education Improvement Act (IDEA).

While under Expulsion from Leadership Public Schools, a student may not enroll in another California school district without the permission of the district of residence or the receiving district. The district of residence shall be notified upon the decision to expel a student from Leadership Public Schools.

The LPS Disciplinary Review Committee or Hearing Officer, upon reaching the decision to recommend expulsion, may suspend the enforcement of the Expulsion order for a period of not more than one calendar year and may, as a condition of the suspension of enforcement, assign



the pupil to a school, class, or program that is deemed appropriate for the rehabilitation of the pupil. The rehabilitation program to which the pupil is assigned may provide for the involvement of the pupil's parent or guardian in his or her child's education in ways that are specified in the rehabilitation program. A parent or guardian's refusal to participate in the rehabilitation program shall not be considered in the LPS Disciplinary Review Committee or Hearing Officer's determination as to whether the pupil has satisfactorily completed the rehabilitation program.

**Expulsion Offenses include:**

**Category I - Mandatory Expulsion**

Under the mandatory provisions, a student who has committed one or more of the following acts **must be recommended for Expulsion** and the LPS Board of Trustees Sub-Committee **must Expel** the student.

- Possessing, selling or otherwise furnishing a firearm when an LPS employee verified firearm possession;
- Brandishing a knife at another person (note that simply possessing a knife does not result in a mandatory involuntary transfer although an involuntary transfer is not precluded).
- Unlawfully selling a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code; or
- Committing or attempting to commit a sexual assault or committing sexual battery.

A Mandatory Expulsion should be reported to the school district of residence and this communication should be documented in writing. A copy of the letter sent to the district or a written memo to the file regarding conversations with the district on this matter are acceptable.

**Category I - Mandatory Recommendation for Expulsion**

Under the mandatory provision, a student who has committed one of the following acts of misconduct must be **recommended for Expulsion** unless particular circumstances render it inappropriate.

- Causing serious physical injury to another person, except in self-defense;
- Possession of any knife, explosive, or other dangerous object of no reasonable use to the student;
- Unlawful possession of any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, except for the first offense for the possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis;
- Robbery or extortion; or
- Assault or battery upon a school employee.

**Category II - Expulsion May Be Recommended**

In accordance with the LPS Suspension and Expulsion Procedures and by direction of the California Board of Education, a student may be considered for Expulsion for committing any act not listed in Category I or II.

Note: The LPS Disciplinary Review Committee or Hearing Officer's decision to expel a student for violations included in Categories I and II must be based on a finding of one or both of the following:

1. Other means of correction are not feasible or have repeatedly failed to bring about the proper conduct.
2. Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

### **Procedures in Cases Requiring the Extension of Suspension and/or Expulsion**

Step One: School site administrator investigates an incident and determines whether the offense results in a recommendation for Expulsion. If so, the administrator follows the procedures to suspend the student outlined above.

Step Two: A meeting is held within five school days of the student's suspension to extend the suspension. The student and his/her parent or guardians are invited to attend this meeting with the Director of Student Services of LPS or his/her designee. School site administrators or teachers may also be present.

At this meeting the offense and repercussions are discussed. An extension of the suspension may be granted only if the Director or his/her designee has determined that the presence of the student at the school or in an alternative school placement would cause a danger to persons or property or a threat of disrupting the instructional process. If the student has committed an offense that requires a mandatory Expulsion recommendation, this is discussed and understood by all parties.

Step Three: A letter from LPS is sent to the student and parent or guardian regarding the Expulsion hearing. This letter notifies the student and parent or guardian when and where the Expulsion hearing will take place and the rights of the student with respect to the hearing as provided in the LPS Suspension and Expulsion Procedures and Parent's Rights.

The Expulsion hearing must occur within thirty days of the offense, unless the student and parent or guardians request a postponement.

Step Four: The school site administrator files papers that are available for review by the student and his/her parent or guardian. These papers may include, but are not limited to, the following: A record of student attendance and grades; a record of previous infractions, a statement of the facts surrounding the case made by a site administrator; a statement of the facts surrounding the case made by a witness.

Step Five: The student and his/her advocate, may prepare their presentation to the LPS Disciplinary Review Committee or Hearing Officer and, if necessary, subpoena witnesses. The student's advocate is any person (attorney or non-attorney) of the student's choice who is willing and able to represent the student at the Expulsion hearing.

Step Six: An Expulsion hearing is held. The hearing will follow the procedures identified in the Suspension and Expulsion Procedures and Parent Right for LPS Students. This hearing cannot be held within less than ten days from when the letter in Step Three is provided in order to give the student and his/her advocate time to prepare for the hearing unless the student and family/guardian waive their rights to ten days' notice.

The LPS Disciplinary Review Committee or Hearing Officer will conduct the Expulsion hearing. A record of the hearing will be made and, if necessary, a translator will be present at the hearing.

Step Seven: The LPS Disciplinary Review Committee or Hearing Officer shall determine whether to recommend the Expulsion of the pupil to the LPS Board Disciplinary Sub-Committee.

If the LPS Disciplinary Review Committee or Hearing Officer recommends expulsion, findings of facts in support of the recommendation shall be prepared and submitted to the LPS Board Disciplinary Sub-Committee. All findings and recommendations shall be based solely on the evidence introduced at the hearing.

The decision of the LPS Disciplinary Review Committee or Hearing Officer to recommend expulsion, shall be based on substantial evidence relevant to the charges introduced at the Expulsion hearing or hearings. If the LPS Disciplinary Review Committee or Hearing Officer decides not to recommend the expulsion, the expulsion proceedings shall be terminated and the pupil immediately shall be reinstated and permitted to return to school. The decision not to recommend expulsion shall be final.

Step Eight: Within ten days after the Expulsion Hearing, the final decision to expel will be made by the LPS Board Disciplinary Sub-Committee and the decision communicated to the parents.

Leadership Public Schools will provide the expelled student with all the assistance necessary to enroll in his/her local school district.

Step Nine: The decision to expel a student may be appealed to the Board of Trustees of Leadership Public Schools or their designee (Superintendent's Board Panel). Any appeal must be made in writing, within 15 days of the decision to expel.

Step Ten: The parents or guardians of an expelled student will be invited to submit their appeal in person at a meeting with the Superintendent's Board Panel. A representative of the Disciplinary Review Committee will attend the meeting to present the case.

Step Eleven: Within three school days after the hearing, the Superintendent's Board Panel will determine the disposition of the appeal and communicate the decision to the parents in writing.

## **SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH DISABILITIES)**

A student identified as an individual with disabilities pursuant to the Individuals with Disabilities Education Act (IDEA) is subject to the same grounds for suspension and expulsion which apply to students without disabilities.

### **Procedures for Students Not Yet Eligible for Special Education Services**

A student who has not been officially identified as a student with disabilities pursuant to IDEA and who has engaged in behavior that violated the LPS Student Code of Conduct, may assert any of the protections under IDEA only if the district *had knowledge* that the student is disabled before the behavior that precipitated the disciplinary action occurred. (20 USC 1415(k)(5); 34 CFR 300.534)

Leadership Public Schools shall be deemed to *have knowledge* that the student has a disability if one of the following conditions exists: (20 USC 1415(k)(5); 34 CFR 300.534):

1. The parent/guardian has expressed concern to LPS supervisory or administrative personnel in writing, or to a teacher of the student, that the student is in need of special education or related services.
2. The parent/guardian has requested an evaluation of the student for special education pursuant to 34 CFR 300.300-300.311.  
(*cf. 6164.4 - Identification and Evaluation of Individuals for Special Education*)
3. The teacher of the student or other district personnel has expressed specific concerns directly to the district's director of special education or to other supervisory district personnel about a pattern of behavior demonstrated by the student.

Leadership Public Schools would be deemed to *not have knowledge* that a student is disabled if the parent/guardian has not allowed the student to be evaluated for special education services or has refused services. In addition, LPS would be deemed to *not have knowledge* if LPS conducted an evaluation pursuant to 34 CFR 300.300-300.311 and determined that the student was not an individual with a disability. When LPS is deemed to not have knowledge of the disability, the student shall be disciplined in accordance with procedures established for students without disabilities who engage in comparable behavior. (20 USC 1415(k)(5); 34 CFR 300.534)

### **Suspension of a Student With Disabilities:**

The Superintendent or designee may suspend a student with a disability for up to 10 consecutive school days for a single incident of misconduct, and for up to 20 school days in a school year, as long as the suspension(s) does not constitute a change in placement pursuant to 34 CFR 300.536. (Education Code 48903; 34 CFR 300.530)

The principal or designee shall monitor the number of days, including portions of days, in which a student with a valid individualized education program (IEP) has been suspended during the school year.

## Manifestation Determination

The following procedural safeguards shall apply when a student with disabilities is suspended for more than 10 consecutive school days, when a series of removals of a student constitutes a pattern, or when a change of placement of a student is contemplated due to a violation of the LPS Student code of conduct:

1. Notice: On the date the decision to take disciplinary action is made, the parents/guardians of the student shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504. (20 USC 1415(k)(1)(H); 34 CFR 300.530)  
*(cf. 5145.6 - Parental Notifications) (cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)*
2. Manifestation Determination Review: Immediately if possible, but in no case later than 10 school days after the date the decision to take disciplinary action is made, a manifestation determination review shall be made of the relationship between the student's disability and the behavior subject to the disciplinary action. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

At the manifestation determination review, LPS School Officials, the student's parent/guardian, and relevant members of the IEP team (as determined by LPS and parent/guardian) shall review all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided by the parents/guardians, to determine whether the conduct in question was either of the following: (20 USC 1415(k)(1)(E); 34 CFR 300.530)

- a. Caused by or had a direct and substantial relationship to the student's disability
- b. A direct result of the district's failure to implement the student's IEP, in which case the district shall take immediate steps to remedy those deficiencies. AR 5144.2(d)

If the manifestation review team determines that a condition in either #a or #b above was met, the conduct shall then be determined to be a manifestation of the student's disability. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

3. Determination that Behavior is a Manifestation of the Student's Disability: When the conduct has been determined to be a manifestation of the student's disability, the IEP team shall conduct a functional behavioral assessment, unless a functional behavioral assessment had been conducted before the occurrence of the behavior that resulted in the change of placement, and shall implement a behavioral intervention plan for the student. If a behavior intervention plan has already been developed, the IEP team shall review the behavioral intervention plan and modify it as necessary to address the behavior. (20 USC 1415(k)(1)(F); 34 CFR 300.530)

The student shall be returned to the placement from which he/she was removed, unless the parent/guardian and district agree to a change of placement as part of the modification of the

behavioral intervention plan. (20 USC 1415(k)(1)(F); 34 CFR 300.530)  
(*cf. 6159.4 - Behavioral Interventions for Special Education Students*)

1. **Determination that Behavior is Not a Manifestation of the Student's Disability:** If the manifestation determination review team determines that the student's behavior was not a manifestation of his/her disability, the student may be disciplined in accordance with the procedures for students without disabilities. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

## **QUESTIONING AND APPREHENSION**

Law enforcement officers have the right to interview and question students on school premises. When such an interview is requested, the principal or designee shall ascertain the officer's identity, official capacity, and the authority under which he/she acts. If the officer needs to interview or question the student immediately, the principal or designee shall accommodate the process in a way that causes the least possible disruption to the school, gives the student appropriate privacy, and models exemplary cooperation with community law enforcement authorities.

At the law officer's discretion and with the student's approval, the principal or designee may be present during the interview.

If the law officer finds it necessary to remove the student from school, the principal or designee shall first ascertain the reason for such action. Upon releasing the student, the principal or designee shall immediately attempt to inform the student's parent/guardian.

Personnel responsible for releasing a student from school custody shall exercise extreme diligence to prevent such release to any unauthorized or unidentified person.

### **Subpoenas**

Although subpoenas may legally be served at school, the Board believes that serving officials should be strongly urged to serve subpoenas at the home of the student whenever possible. In these situations, steps should be taken to ensure a minimum of embarrassment or loss of class time for the student.

## **SEARCH AND SEIZURE**

As necessary to protect the health, safety and welfare of students and staff, school officials may search students, their property and/or LPS property under their control, and may seize illegal, unsafe and prohibited items. The Board of Trustees requires that discretion, good judgment and common sense be exercised in all cases of search and seizure.

### **Individual Searches**

School officials may search individual students, their property and LPS property under their control, when there is a reasonable suspicion that the search will uncover evidence that the

student is violating the law, Board policy, administrative regulation, or other LPS rules or the school's code of conduct.

Employees shall not conduct strip searches or body cavity searches of any student.

Searches of individual students shall be conducted in the presence of at least two LPS employees.

The principal or designee shall notify the parent/guardian of a student subjected to an individualized search as soon as possible after the search.

### **Student Lockers/Desks**

The principal or designee may conduct a general inspection of school properties that are within the control of students, such as lockers and desks, on a regular, announced basis, with students standing by their assigned lockers or desks. Any items contained in a locker or desk shall be considered to be the property of the student to whom the locker or desk was assigned.

Because lockers and desks are under the joint control of the student and LPS, school officials shall have the right and ability to open and inspect any school locker or desk without student permission or prior notice when they have reasonable suspicion that the search will uncover evidence of illegal possessions or activities or when odors, smoke, fire and/or other threats to health, welfare or safety emanate from the locker or desk.

### **FREEDOM OF SPEECH/EXPRESSION**

The LPS Board of Trustees believes that free inquiry and exchange of ideas are essential parts of a democratic education. The Board respects students' rights to express ideas and opinions, take stands on issues, and support causes, even when such speech is controversial or unpopular.

#### **On-Campus Expression**

Students shall have 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.

Students are prohibited from making any expressions or distributing or posting any materials that are obscene, libelous, or slanderous. Students also are prohibited from making any expressions that so incites students as to create a clear and present danger of the commission of unlawful acts on school premises, the violation of school rules, or substantial disruption of the school's orderly operation. (*cf. 5145.7 - Sexual Harassment*) (*cf. 5145.9 - Hate-Motivated Behavior*)

The use of "fighting words" or epithets is prohibited in those instances where the speech is abusive and insulting, rather than a communication of ideas, and the speech is used in an abusive manner in a situation that presents an actual danger that it will cause a breach of the peace.

The Superintendent or designee shall not discipline any high school student solely on the basis of speech or other communication that would be constitutionally protected when engaged in outside of school, but may impose discipline for harassment, threats, or intimidation unless constitutionally protected.

### **Off-Campus Expression**

A student shall be subject to discipline for off-campus expression, including expression on off-campus Internet web sites, when such expression poses a threat to the safety of other students, staff, or school property, or substantially disrupts the educational program.

The Superintendent or designee shall document the impact the expression had or could be expected to have on the school program.

### **“ELECTRONIC ACT”**

As used in this section, an "electronic act" means the transmission of a communication, including, but not limited to, a message, text, video, sound, or image by means of an electronic device, including, but not limited to, a telephone, wireless telephone or other wireless communication device, computer, or pager.

A pupil may also be suspended or expelled for engaging in any “Electronic Act” or activity, on or off campus, that interferes with, disrupts, or adversely affects the school environment, school operations, or an educational function, including but not limited to, conduct that may reasonably be considered to: (a) be a threat or an attempted intimidation of a staff member; or (b) endanger the health or safety of students, staff, or school property; or (c) can be shown to cause a substantial disruption to school operations.



**Appendix K:  
LPS Uniform Complaint Procedures**

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## **LEADERSHIP PUBLIC SCHOOLS – UNIFORM COMPLAINT PROCEDURES COMPLAINTS CONCERNING LPS EMPLOYEES**

The Governing Board recognizes that Leadership Public Schools (“LPS”) has primary responsibility for ensuring that it complies with the applicable state and federal laws and regulations governing educational programs. LPS shall investigate and seek to resolve complaints against employees and school resource officers at the local level.

LPS shall follow the Uniform Complaint Procedures (UCP) when addressing complaints alleging: Unlawful discrimination based on **race, ancestry, national origin, ethnic group identification, religion, age, gender, actual or perceived sex, sexual orientation**, color or physical or mental disability, a person's association with a person or group with one or more of these actual or perceived characteristics, or failure to comply with state and/or federal laws in consolidated categorical aid programs, migrant education, child nutrition programs, and special education programs.

The Board acknowledges and respects students and employee rights to privacy. Discrimination complaints shall be investigated in a manner that protects the confidentiality of the parties and the facts. This includes keeping the identity of the complainant confidential except to the extent necessary to carry out the investigation, as determined by the Superintendent or designee on a case-by-case basis. Complainants will be protected from retaliation.

The Superintendent shall ensure that employees designated to investigate complaints are knowledgeable about laws and programs for which they are responsible. Such employees may have access to legal counsel as determined by the Superintendent or designee.

The Board recognizes that a neutral mediator can often suggest an early compromise that is agreeable to all parties in a dispute. The Superintendent or designee shall ensure that the mediation results are consistent with state and federal laws and regulations.

### **COMPLIANCE OFFICER**

The Governing Board designates the following compliance officer to receive and investigate complaints and ensure LPS's compliance with the law:

Joe Pacheco  
Director of Special Education and Student Services  
Leadership Public Schools  
344 Thomas L Berkley Way, Suite 340  
Oakland, California 94612  
Phone: (408) 829-6872  
Fax: (510) 225-2575, HR Fax: (510) 225-2559

Copies of the LPS complaint procedures shall be available free of charge.

### **NOTIFICATIONS**

Uniform Complaint Procedures are distributed to every student and family in the Student – Family Handbooks that are sent home every year. Procedures are distributed at parent-teacher meetings, PGA meetings, and to new students as part of the enrollment process. Procedures and forms are available at every LPS school site and the LPS Home Office. UCP are distributed to classified and certificated employees at the beginning of each school year. UCP are distributed in different languages to students of school where 15% or more students speak a primary language other than English.

LPS will provide an opportunity for complainants and/or representatives to present relevant information to an investigator. Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegations. [T5CCR 4631]

## **PROCEDURES**

LPS is to provide the investigator with access to records and/or other information related to the allegation in the complaint. To otherwise fail to refuse or cooperate in the investigation or engage in any other obstruction of the investigation may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant. [T5CCR 4631]

The following procedures shall be used to address all complaints that allege a violation of federal or state laws or regulations governing educational programs. The compliance officer shall maintain a record of each complaint as required for compliance with the California Code of Regulations, Title 5, Section 4632.

### **1. FILING OF A COMPLAINT**

Any individual, parent, public agency or organization may file a written complaint of alleged noncompliance. Complaints alleging discrimination must be initiated no later than 6 months from the date the alleged discrimination occurred or when knowledge was first obtained. Written complaints are filed with the compliance officer.

### **2. INFORMAL PROCESS**

Most complaints can be resolved by informal discussion between the complainant and the employee or the employee's principal/supervisor. Within 15 days of the receipt of the complaint, the principal/department head will conduct a meeting with all parties. The purpose of the meeting is discussion and resolution with the compliance officer/designee acting as an impartial chairperson. If resolution is not reached at this level, the compliance officer will proceed with formal investigation of the complaint.

### **3. FORMAL PROCESS**

The formal complaint process is reserved for complaints which are not resolved after the informal process has been attempted. The formal complaint must be filed within 10 days of an unsuccessful resolution through the informal process, at which time the compliance officer shall hold an investigative meeting with all parties and their representatives with the compliance officer/designee acting as impartial chairperson.

### **4. LPS'S WRITTEN RESPONSE**

The compliance officer will prepare a written report of the finding and decision within 60 days of receiving the complaint unless the complainant agrees in writing to extend the timeline.

If the complainant does not accept the decision, he/she may request a review by the Governing Board within 5 days of receiving the written response. The Board may, at its own discretion, consider the request. If the Board chooses not to hear the appeal, the compliance officer's decision will be considered final. LPS has 60 days to process a formal complaint.

**LPS's decision will be reported in writing, sent to the complainant within 60 calendar days of receipt of the complaint. The report will contain the following elements: [T5CCR 4631(e)]**

- a) **The findings of fact based on the evidence gathered.**
- b) **Conclusion of law**
- c) **Disposition of the complaint**
- d) **The rationale for such a disposition.**
- e) **Corrective actions, if any are warranted.**
- f) **Notice of the complainant's right to appeal the LEA's Decision to CDE.**
- g) **Procedures to be followed for initiating an appeal to CDE.**

#### **APPEALS TO THE CALIFORNIA DEPARTMENT OF EDUCATION**

The complainant may appeal in writing to the California Department of Education (CDE) within 15 days of receiving LPS's response. The appeal to the CDE must include a copy of the locally filed complaint and a copy of the LPS's decision.

#### **CIVIL LAW REMEDIES**

Nothing in this policy precludes a complainant from pursuing available civil law remedies outside of LPS's complaint procedures. Such remedies may include mediation centers, public/private interest attorneys, injunctions, restraining orders, etc. For discrimination complaints, however, a complainant must wait until 60 days has elapsed from the filing of an appeal with the California Department of Education before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if LPS has appropriately, and in a timely manner, apprised the complainant of his/her right to file a complaint.

**The complainants are protected from retaliation and that the identity of a complainant alleging discrimination will remain confidential as appropriate. [T5CCR4621]**

For assistance you may contact:  
American Civil Liberties Union  
Contra Costa Legal Services  
NAACP Legal Defense Fund

**The following information is listed neither to encourage nor discourage the filing of a complaint. Rather, it is intended to inform you of the possible outcomes of a formal complaint proceeding:**

I understand that the school or LPS may request additional information from me regarding this matter, and I agree that I will provide such information as is available to me. I also understand that as the complainant, I may also be required to testify and be subject to cross-examination.

I understand that while my requested resolution of this matter will be carefully considered, the ultimate action taken may ultimately be more or less severe than the remedy I have proposed. In serious situations, the information contained in this complaint may be used among other things as a basis for termination of an employee.

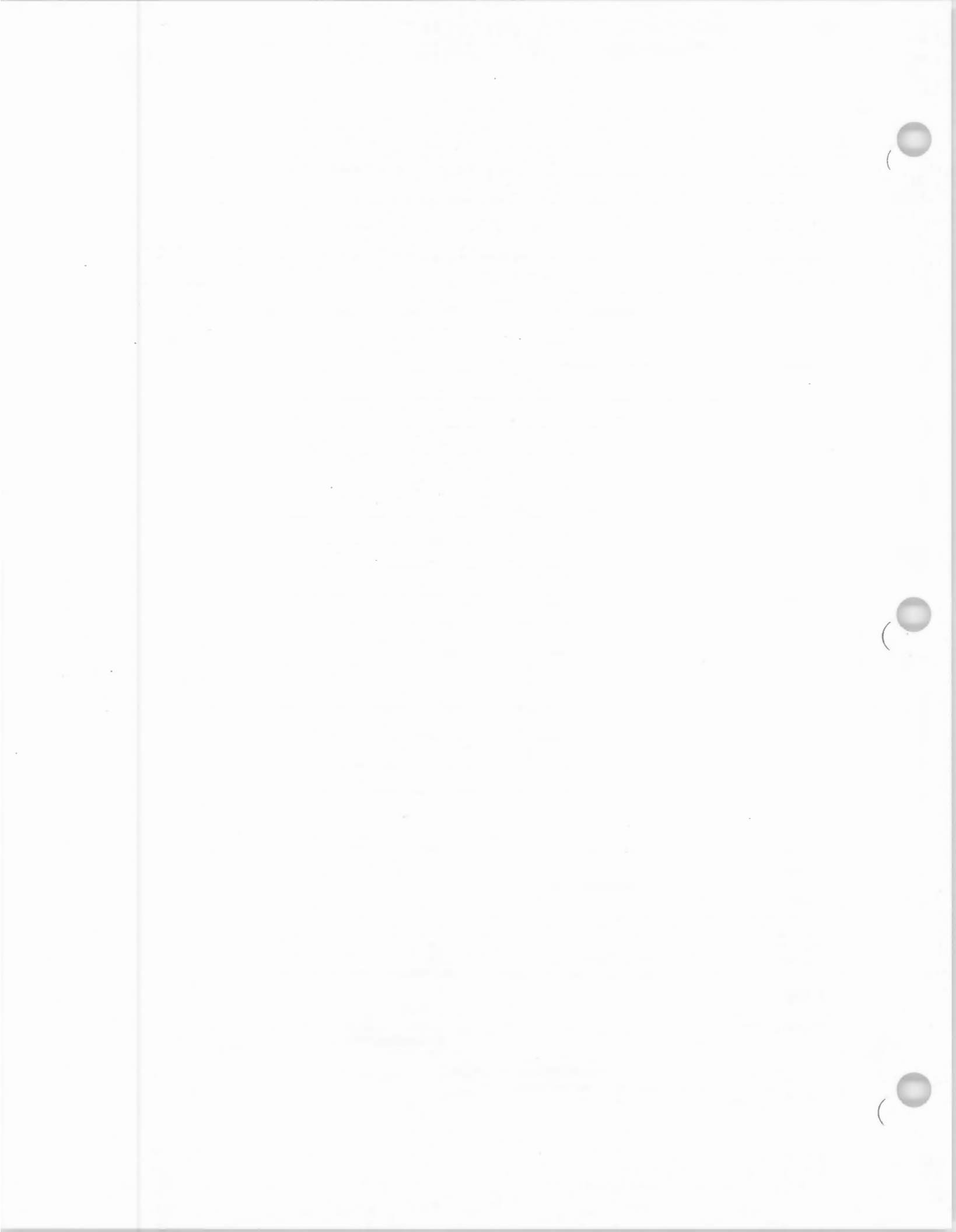
If the complaint is directed toward actions of an employee, I understand that LPS will give a copy of this complaint to the individual(s) about whom I have complained. The person will be given the opportunity to respond to this complaint. I will be provided with a copy of any written response.

If this matter is not informally resolved, I understand that a hearing may, at some point, be held before the Governing Board. That hearing shall be held in Executive Session in accordance with the provisions of the Brown Act. At that hearing, the person against whom I have complained has the right to be present. He/she may also have the right to be represented, to call witnesses, to introduce evidence, and to cross-examine me as well as other adverse witnesses. A record of the meeting will be kept.

I understand that I may request to withdraw this complaint at any time. However, in the event that LPS views the matters raised in this complaint as being sufficiently serious, LPS may pursue this matter despite my desire not to proceed. I also understand that if any judicial proceedings arise from the matters, which I have raised in this complaint, both the person I have complained about, and I, would be entitled to all rights and protections available in such judicial proceedings.









**Appendix L:**  
**LPS Effective Teaching Rubric**

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## A. Planning and Preparation & Delivery of Instruction

	The Teacher	4 Expert	3 Effective	2 Progressing	1 Needs Improvement
1	<b>Knowledge</b>	Is expert in the subject pedagogy and standards at, above & below grade level. Has an understanding of adolescent development, urban students and how students learn.	Knows the subject matter well and has a good grasp of adolescent development and how students learn.	Has basic familiarity with the subject and has a few ideas of ways students develop and learn.	Has little familiarity with the subject matter and few ideas on how to teach it and how students learn.
2	<b>Planning for Engagement</b>	Designs highly relevant lessons that will motivate and consistently engage all students in active learning.	Designs lessons that are relevant, motivating, and likely to engage students in active learning.	Plans lessons that will catch some students' interest and perhaps get a discussion going.	Plans lessons with very little likelihood of motivating or involving students.
	<b>Engaging Instruction</b>	Gets all students highly involved in focused work in which they are active learners and problem-solvers.	Has students actively think about, discuss, and use the ideas and skills being taught.	Attempts to get students actively involved but some students are disengaged.	Mostly lectures to passive students or has them passively work through textbooks and worksheets.
3	<b>Resources</b>	Uses a variety of resources, including technology and primary language, to scaffold struggling students & ELs. Brings rigor & multiple voices in through original-source & other materials.	Designs grade-level appropriate lessons with some scaffolds that use an effective, multicultural mix of materials.	Plans lessons that involve a mixture of good and mediocre learning materials that frequently reflect student diversity.	Plans lessons that rely mainly on mediocre and low-quality textbooks, workbooks, or worksheets.
	<b>Matching</b>	Designs lessons that break down complex tasks and that match specific student learning needs, styles, and interests.	Designs lessons that target diverse learning needs, styles, and interests.	Plans lessons with some thought as to how to accommodate special needs of students.	Plans lessons aimed at the "middle" of the class.
	<b>Differentiation</b>	Skillfully meets the learning needs and styles of specific students by differentiating and scaffolding.	Differentiates and scaffolds instruction to accommodate most students' learning needs.	Attempts to accommodate students with special needs, with mixed success.	Fails to provide for differentiated instruction for students with special needs.
4	<b>Goals</b>	Designs lessons with clear, measurable goals closely aligned with standards and unit outcomes. Posts and communicates essential questions, goals, rubrics, and exemplars.	Designs lessons focused on outcomes aligned with unit goals and state standards. Sets a clear purpose by communicating and posting essential questions and goals.	Plans lessons with unit goals in mind and posts agenda of lesson activities. Goals are mostly task driven.	Plans lessons without clear instructional purpose. Agenda not always present.
	<b>Planning</b>	Has a well-honed game plan for the year that is tightly aligned with state standards and benchmark assessments.	Plans the year so students will meet state standards and be ready for external assessments.	Has done some thinking about how to cover high standards and test requirements this year.	Plans lesson by lesson and has little familiarity with state standards and tests.
	<b>Alignment</b>	Plans all units backwards, aligned with high standards, college readiness, state & benchmark assessments, and all of Bloom's levels.	Plans most curriculum units backwards with standards, state tests, and some of Bloom's levels in mind.	Plans lessons with some thought to larger goals and objectives and higher-order thinking skills.	Teaches on an <i>ad hoc</i> basis with little or no consideration for long-range curriculum goals.
5	<b>Repertoire</b>	Has a wide range of effective strategies, materials, and groupings skillfully matched to student needs so as to involve and motivate all students.	Orchestrates effective strategies, materials, and classroom groupings to foster student learning.	Uses a limited range of classroom strategies, materials, and groupings with mixed success.	Uses only one or two teaching strategies and types of materials and fails to reach most students.
	<b>Strategy</b>	Skillfully implements LPS instructional strategies that actively engage students in critical thinking. (e.g. Toulmin writing, Socratic Seminars, Questioning Strategies)	Effectively utilized LPS instructional strategies the promote critical thinking. And often engage students.	Uses some LPS instructional strategies with mixed success; students sometimes engaged in critical thinking.	Uses few if any LPS instructional strategies; students rarely engaged in critical thinking.
6	<b>Connections</b>	Consistently grabs students' interest and makes connections to prior knowledge, experience, and reading. Consistently and specifically links to college-readiness skills.	Activates students' prior knowledge and hooks their interest in each unit and lesson. Talks about how lessons will prepare students for college.	Tries to make the subject interesting and relate it to things students already know.	Rarely hooks students' interest or makes connections to their lives.
	<b>Clarity</b>	Consistently & intentionally pays attention to lesson clarity with well-chosen examples and vivid and appropriate language.	Uses clear explanations, appropriate language, and good examples to present material.	Sometimes uses language and explanations that are fuzzy, confusing, or inappropriate.	Often presents material in a confusing way, using language that is inappropriate.

## B. Monitoring, Assessment, and Follow-Up

	The Teacher	4 Expert	3 Effective	2 Progressing	1 Needs Improvement
1	Criteria	Posts and reviews the criteria for proficient work, including rubrics and exemplars; students internalize criteria.	Posts clear criteria for proficiency, including rubrics and exemplars of student work.	Tells students some of the qualities that their finished work should exhibit.	Expects students to know (or figure out) what it takes to get good grades.
	Self-Assessment	Has students set ambitious goals, continuously self-assess, and take responsibility for improving performance.	Has students set goals, self-assess, and know where they stand academically at all times.	Urges students to look over their work, see where they had trouble, and aim to improve those areas.	Allows students to move on without assessing and improving problems in their work.
	Recognition	Frequently posts students' work with rubrics and commentary and uses it to motivate and direct effort.	Regularly posts students' work to make visible and celebrate their progress with respect to standards.	Posts some 'A' student work as an example to others.	Posts only a few samples of student work or none at all.
2	Assessments	Prepares diagnostic, on-the-spot, formative, and summative assessments to monitor student learning.	Plans on-the-spot and unit assessments to measure student learning.	Drafts unit tests as instruction proceeds.	Writes final tests shortly before they are given.
	Diagnosis	Gives students a well constructed diagnostic assessment at the beginning of a unit, and uses the information to fine-tune instruction.	Diagnoses students' knowledge and skills at the beginning of a unit and makes small adjustments based on the data.	Does a quick check, such as K-W-L (Know, Want to Know, Learned) exercise, before beginning a unit.	Begins instruction without diagnosing students' skills and knowledge.
	Formative Assessment	Uses formative & benchmark assessment data, fine tunes teaching, re-teaches, and helps struggling students. Works with colleagues using assessment data.	Uses data from formative & benchmark assessments to adjust teaching, re-teaches, and follows up with failing students.	Looks over students' tests to see if there is anything that needs to be re-taught.	Gives tests and moves on without analyzing them and following up with students.
3	Check for Understanding	Uses a variety of methods to effectively to check for understanding; immediately unscrambles confusion and clarifies.	Frequently checks for understanding and gives students helpful information if they seem confused.	Sometimes checks for understanding during instruction with limited impact.	Uses ineffective methods ("Is everyone with me?") to check for understanding.
	Application of Learning	Consistently has students summarize and reflect on what they learn and apply it to real-life situations.	Has students sum up what they have learned and apply it in a different context.	Asks students to think about real-life applications for what they are studying.	Moves on at the end of each lesson and unit without having students summarize.
4	Analysis	Analyzes and charts assessment data, draws action conclusions, and shares them with others. Works with colleagues on analysis.	Analyzes data from assessments, draws conclusions, and shares them appropriately.	Records students' grades and notes some general patterns for future reference.	Records students' grades and moves on with the curriculum.
5	Reflection	Reflects on what worked and what didn't and continuously improves instruction. Works with colleagues to reflect and improve.	Reflects on the effectiveness of lessons and units and continuously works to improve them.	At the end of a teaching unit or semester, thinks about what might have been done better.	Does not draw lessons for the future when teaching is unsuccessful.

## B1. Student Achievement

	The Teacher	4 Expert	3 Effective	2 Progressing	1 Needs Improvement
6	Achievement	Demonstrates student progress and overall achievement on multiple measures of course assessment data across subgroups and learning levels and accelerates achievement of lowest performing students	Demonstrates student progress on course assessment data across subgroups and learning levels and accelerates achievement for some students.	Demonstrates student progress on course assessment data for some groups of students or learning levels.	Demonstrates limited student progress.

## C. Classroom Management

	The Teacher	4 Expert	3 Effective	2 Progressing	1 Needs Improvement
1	Relationships	Shows warmth, caring, respect, and fairness for all students and intentionally builds relationships in and out of the classroom. Shows a high level of cultural proficiency across multiple cultures	Is fair and respectful toward students and builds positive relationships. Interacts positively with students from a range of cultures.	Is fair and respectful toward most students and builds positive relationships with some. Is not intimidated by cultural differences	Is sometimes unfair and disrespectful to the class; plays favorites. Shows discomfort with some cultures.
	Respect	Wins the respect of students across cultures, languages and academic levels. Creates a climate in which disruption of learning is unthinkable.	Commands respect of a wide range of students and refuses to tolerate disruption.	Wins the respect of some students but there are regular disruptions in the classroom.	Is not respected by students and the classroom is frequently chaotic and sometimes dangerous.
	Social-emotional	Proactively implements a program that successfully develops a safe and academically oriented classroom.	Fosters positive interactions among students to develop a positive academic culture.	Often lectures students on the need for good behavior, and makes an example of "bad" students.	Publicly berates "bad" students, blaming them for their poor behavior.
2	Exemplars	Shows students exactly what's expected by posting and communicating essential questions, goals, rubrics, and exemplars.	Sets a clear purpose by communicating and posting the unit's essential questions and the lesson's goals.	Posts agenda of lesson activities.	Begins lessons without giving students a sense of where instruction is headed.
3	Planning & Preparation	Students are able to communicate purpose and outcomes for the lesson.	Teacher consistently structures class with clear outcomes and agenda. Lesson has clear purpose and objectives.	Teacher may post objectives and agendas, but lesson does not follow and/or students are confused about what they are doing.	Inconsistent lesson planning. Objectives, outcomes, purpose are unclear to students.
4	Repertoire	Has a highly effective disciplinary repertoire and can capture and hold students' attention any time.	Has a repertoire of discipline "moves" and can capture and maintain students' attention.	Has a limited disciplinary repertoire and students are frequently not paying attention.	Has few discipline "moves" and constantly struggles to get students' attention.
	Incentives	Has an effective and intentional system of intrinsic rewards.	Uses incentives wisely to encourage and reinforce student cooperation.	Uses extrinsic rewards in an attempt to get students to cooperate and comply.	Gives away "goodies" (e.g., free time) without using it as a lever to improve behavior.
5	Routines	Successfully inculcates routines so that students maintain them throughout the year without teacher direction.	Teaches routines and has students maintain them all year.	Tries to train students in class routines but many of the routines are not maintained.	Does not teach routines and is constantly nagging, threatening, and punishing students.
	Efficiency	Maximizes coherence, lesson momentum, and smooth transitions to get the most out of every minute.	Effectively uses academic learning time through coherence, lesson momentum, and transitions.	Sometimes loses teaching time due to lack of clarity, interruptions, and inefficient transitions.	Loses a great deal of instructional time because of confusion, interruptions, and ragged transitions.
6	Behavioral Expectations	Is direct, specific, consistent, and tenacious in communicating and enforcing very high expectations for student behavior and academic culture.	Clearly communicates and consistently enforces high standards for student behavior and academic culture.	Announces and posts classroom rules and punishments and expectations for homework and academic preparedness.	Comes up with <i>ad hoc</i> rules and punishments as events unfold during the year.
	Academic Expectations	Models high expectations, determination and convinces all students that they will master the material and be ready for college.	Conveys to students: This is important, you can do it, and I'm not going to give up on you. Reinforces college-going expectation.	Tells students that the subject matter is important and they need to work hard. Talks about the importance of college.	Gives up on some students as hopeless.
7	Responsibility	Successfully develops intrinsically engaged students with self-discipline, self-confidence, and a sense of responsibility.	Effectively manages students' self-discipline and teaches them to take responsibility for their own actions.	Tries to get students to be responsible for their actions, but many lack self-discipline.	Is unsuccessful in fostering self-discipline in students; they are dependent on the teacher to behave.

## D. Leadership Way

	The Teacher	4 Expert	3 Effective	2 Progressing	1 Needs Improvement
1	Professionalism	Presents as a consummate professional and always observes agreed upon LPS norms.	Demonstrates professional demeanor and observes LPS norms.	Occasionally acts and/or dresses in an unprofessional manner or violates LPS norms or violates boundaries.	Frequently acts and/or dresses in an unprofessional manner and violates LPS norms or violates boundaries.
	Teamwork	Consistently displays the LPS values of respect, responsibility, and commitment; regularly goes above and beyond to respond to emerging needs of the school community	Displays LPS values of respect, responsibility, and commitment; and responds to emerging school needs	Generally displays the LPS values and will respond to school needs when asked.	Sometimes displays LPS values; at times undermines the sense of school community
2	Collaboration	Takes responsibility for insuring collaboration focuses on student outcomes and makes a personal commitment to applying results in own classroom	Actively participates in looking at student work, reviewing data and applying best practices.	Shares personal best practices and helps colleagues problem solve.	Meets obligations and fills in collaboration time.
3	Tenacity	Relentlessly follows up with struggling students with personal attention to reach proficiency.	Takes responsibility for students who are not succeeding and gives them extra help.	Offers students who fail tests some additional time to study and do re-takes.	Tells students that if they fail a test, that's it; the class has to move on to cover the curriculum.
	Support	Makes sure that students who need specialized diagnosis and help receive appropriate services immediately.	When necessary, refers students for specialized diagnosis and extra help.	Sometimes doesn't refer students promptly for special help, or refers students who don't need it.	Fails to refer students for special services or refers students who do not need them.
4	Expectations	Models high expectations, determination and convinces all students that they will master the material and be ready for college.	Conveys to students: This is important, you can do it, and I'm not going to give up on you. Reinforces college-going expectation.	Tells students that the subject matter is important and they need to work hard. Talks about the importance of college.	Gives up on some students as hopeless.
	Effort-Based	Teaches students to be risk-takers, learn from mistakes, and believe that through effective effort, they will succeed.	Creates a classroom environment where students are encouraged to persist after making mistakes.	Tells students that making mistakes doesn't mean failure; they can learn from errors.	Provides inadequate support for students who make mistakes in class.
5	Responsibility	Successfully develops intrinsically engaged students with self-discipline, self-confidence, and a sense of responsibility.	Effectively manages students' self-discipline and teaches them to take responsibility for their own actions.	Tries to get students to be responsible for their actions, but many lack self-discipline.	Is unsuccessful in fostering self-discipline in students; they are dependent on the teacher to behave.

## E. Professional Responsibilities

	The Teacher	4 Expert	3 Effective	2 Progressing	1 Needs Improvement
1	<b>Leadership</b>	Leads site professional development, applies and models practices that result in student progress, professional development. Provides leadership in other areas on campus and at LPS, such as teacher coaching, intervention programs, curriculum development, etc.	Actively participates in site professional development, and applies best practices.	Shares personal best practices and helps colleagues problem solve.	Meets obligations, not active in collaboration time.
2	<b>Openness</b>	Actively seeks out feedback and suggestions and uses them to improve performance.	Listens thoughtfully to other viewpoints and responds constructively to suggestions and criticism.	Is somewhat defensive but does listen to feedback and suggestions.	Is very defensive about criticism and resistant to changing classroom practice.
	<b>Communication</b>	Informs the administration of any concerns and reaches out for help and suggestions when needed.	Keeps the administration informed about concerns and asks for help when it's needed.	Is reluctant to share concerns with the administration or ask for help.	Bottles up concerns or constantly complains, and is not open to help.
3	<b>Attendance</b>	Has perfect or near-perfect attendance.	Has very good attendance.	Has mediocre attendance.	Has poor attendance.
	<b>Reliability</b>	Carries out assignments conscientiously and punctually, keeps meticulous records and attendance, and is never late.	Is punctual and reliable with paperwork, attendance, duties, and assignments; keeps accurate records.	Occasionally skips assignments, is late, makes errors in records, and misses paperwork deadlines.	Frequently skips assignments, is late, makes errors in records, and misses paperwork deadlines.
4 - 6	<b>LPS Responsibilities</b>	Maximizes Advisory, Week without Walls and tutorial programs to support student learning and college readiness.	Consistently & effectively implements Advisory, WWW & tutorial programs to support student learning & college readiness.	Somewhat effectively implements Advisory, WWW, and tutorial programs.	Ineffectively implements Advisory, Week without Walls and tutorial programs.
7	<b>Relationships</b>	Shows warmth, caring, respect, and fairness for all students and intentionally builds relationships in and out of the classroom. Shows a high level of cultural proficiency across multiple cultures	Is fair and respectful toward students and builds positive relationships. Interacts positively with students from a range of cultures	Is fair and respectful toward most students and builds positive relationships with some. Is not intimidated by cultural differences	Is sometimes unfair and disrespectful to the class; plays favorites. Shows discomfort with some cultures.
	<b>Respect</b>	Wins the respect of students across cultures, languages and academic levels. Creates a climate in which disruption of learning is unthinkable.	Commands respect of a wide range of students and refuses to tolerate disruption	Wins the respect of some students but there are regular disruptions in the classroom.	Is not respected by students and the classroom is frequently chaotic and sometimes dangerous.
8	<b>Professional Growth</b>	Seeks out and critically uses best practices from fellow professionals, workshops, reading, study groups, the Internet, and other sources to further student achievement.	Seeks out effective teaching ideas from supervisors, colleagues, workshops, reading, and the Internet.	Keeps an eye out for new ideas for improving teaching and learning.	Is not open to ideas for improving teaching and learning.

Appendix M:  
LPS Employee Handbook

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LEARN. LEAD. SUCCEED.



**LEADERSHIP  
PUBLIC SCHOOLS**

**LEADERSHIP PUBLIC SCHOOLS, INC.**

**EMPLOYEE HANDBOOK**

August 1, 2010

# LEADERSHIP PUBLIC SCHOOLS, INC. EMPLOYEE HANDBOOK

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## I. WHO WE ARE

### Thank you from our CEO

On behalf of the LPS's Board of Trustees and our growing community of students, parents, teachers and staff, thank you for joining our team! We believe you can make a great contribution to communities of need. As embodied in the Leadership Way, your success is key to achieving our organization goals. We have a challenging and bold vision, to take students from under-served communities to readiness for college success in four short years! Welcome to the adventure! Sincerely, LouiseBay Waters

### Introduction

As a Leadership Public Schools, Inc. ("LPS") employee, you are an integral member of our team. Your dedication and commitment are the primary ingredients of our success and the success of our students. We trust that you will find your employment with LPS to be both challenging and rewarding.

LPS recognizes that our strength as an organization lies in the quality of our employees and our ability to work together as a team to achieve our shared mission. We believe that each individual makes a profound and positive difference not only in shaping the lives of our students, but in contributing to the effectiveness of our Leadership community. Toward this end, we encourage you to engage in open communication about any aspect of your employment with LPS.

The LPS Employee Handbook ("Handbook") is divided into seven sections. **Part One** contains a brief history of LPS, an explanation of LPS's nonprofit governance structure, an overview of the role of the Home Office, and a brief background of charter schools. **Part Two** presents "The Leadership Way," which summarizes our mission, culture and values. **Part Three** covers our professional expectations, and our support and evaluation process. **Part Four** addresses personnel information regarding payroll, benefits, and time off. **Part Five** covers additional important personnel policies and legal issues. **Part Six** addresses important operational considerations. **Part Seven** contains an acknowledgement form that must be signed by all employees. Please see the LPS Student Handbook for additional information regarding school rules, procedures and support for students.

This Handbook is intended for your use as a ready reference. Above all, we hope that the information contained will be useful to you. It is also, for legal purposes, an employee handbook. This means that certain legal language needs to be included. For example, nothing in this Handbook is intended to or shall alter in any way the policy of "at will" employment that LPS maintains with its employees. And from time to time the policies and practices described in this Handbook will need to be revised. Accordingly, LPS reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document. As policies are revised, updated pages will be distributed to you. Nothing in this employee handbook or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee. We do not intend this to negatively impact the positive sense of community that exists among the faculty, staff, and administrators.

### Leadership Public Schools History

Leadership Public Schools, Inc. ("LPS"), a not for profit school development organization, was founded in 2002 by experienced educators and entrepreneurs to develop quality public charter high schools. LPS serves ethnically and economically diverse student bodies and its schools are located in or near low-income neighborhoods.

LPS was founded by Mark Kushner, the founder of San Francisco's Leadership High School (a separate organization), one of the first start-up charter high schools in California and one of the most successful serving poor students and Students of Color.

## **Our Governance Structure**

LPS is a California Non-Profit Public Benefit Corporation, and is a tax-exempt 501(c)3 organization. All LPS schools operate as part of this one organization and all LPS employees are employees of this one non-profit corporation. While local school boards approve our charters, neither they nor the local school districts direct LPS's internal operating policies and procedures. LPS has the freedom to establish its own policies and procedures, as long as they comply with the LPS charter and applicable law. LPS is subject to portions of the education code governing public schools, but has considerably more flexibility than a typical public school.

The leader of each school is the school Principal. All school staff report to the Principal. The Principal, in turn, reports to the Superintendent-CEO of Leadership Public Schools. Each Principal will work with and receive guidance on local issues from a School Advisory Council ("SAC"), comprised of parents, teachers, students, and community members.

The LPS Board of Trustees is responsible for governing the organization. The Trustees each have a personal fiduciary duty to look out for the long-term well-being of LPS. The Board is responsible for dealing with the strategic policies that effect the organization, as well as approving budgets, policies, and other important decisions. The Board is organized into several committees, including the Executive Finance and Development Committees. The Board is composed of a broad cross-section of the school community and community-at-large and, in addition to professionals and community leaders, may include faculty, student and parent members.

## **Role of the LPS Home Office**

The LPS Home Office provides support and assistance to each school, and helps disseminate LPS's values, instructional programs, norms, and high standards. The Home Office focuses on:

- Ensuring quality,
- Facilitating learning across the network based on best practices, site innovation and research,
- Providing centralized services and support, including professional development, curriculum development, enrollment-outreach, startup fundraising, human resources, recruiting, payroll, accounting, facilities development, government compliance, technology planning, and purchasing.
- Guiding new school creating, including writing charter petitions, negotiating school district relationships, and building community partnerships.

LPS combines Home Office coordination and oversight with significant school authority. Centralized functions have economies of scale or support our educational mission by enabling Principals, teachers and school staff to focus on teaching, students and learning. The goal of the Home Office is to provide services to the schools far in excess of what a stand alone charter school would be able to afford or acquire on its own. The Operations Guide provides additional information on the roles and Home Office responsibilities.

## **Leadership Network – An Innovation Laboratory for Urban Education**

The Leadership Public Schools Network is designed to be an innovation laboratory for addressing the most challenging issues of urban secondary education. Having multiple sites with a common focus allows for intense site-level collaboration supported by network-wide sharing – an ideal “petri dish” for innovation. By removing many of the operational issues from the sites, the Network allows teachers and administrators to focus on developing these responses to the challenges we face

## Charter Schools Background

Welcome to the world of charter schools! Charter schools are having a profound impact on K-12 public education around the country. It is sometimes hard to believe that the charter school movement is less than 20 years old!

Welcome to the world of charter schools! Charter schools are having a profound impact on K-12 public education around the country. It is sometimes hard to believe that the charter school movement is less than 20 years old!

What is a charter school? A charter school is a tuition-free independent public school working within the public school system. Charter schools can design their own innovative curriculum, hire their own staff, and control their own budget. They are publicly funded like other public schools.

A charter school is created or organized by a group of teachers, parents and community leaders or a non-profit organization like LPS, and is usually sponsored by an existing local public school board or county board of education.

Specific goals and operating procedures for the charter school are detailed in an agreement (or "charter") between the sponsoring school board and charter organizers. The charter establishing each such school is a performance contract detailing the school's program, goals, students served, methods of assessment, and ways to measure success.

A charter school is generally exempt from most laws governing school districts, except where specifically noted in the law. For example, California public charter schools are required to participate in the statewide testing program. The law also requires that a public charter school be nonsectarian in its programs, admission policies, employment practices, and all other operations, and prohibits the conversion of a private school to a charter school. Public charter schools may not charge tuition and may not discriminate against any pupil on the basis of ethnicity, national origin, gender, or disability.

For additional information on charter schools, please visit the following websites:

- CharterSchoolsDevelopmentCenter: [www.cacharterschools.org](http://www.cacharterschools.org)
- California Charter School Association [www.charterassociation.org/](http://www.charterassociation.org/)
- California Department of Education Charter Schools Home Page: [www.cde.ca.gov/sp/cs/](http://www.cde.ca.gov/sp/cs/)
- US Department of Education Charter Schools Site: [www.uscharterschools.org](http://www.uscharterschools.org)

Look for the profile of LeadershipHigh School: click on "Resource Directory," then on "Startup and Assistance," then on "Case Study of a CharterSchool."

## II. THE LEADERSHIP WAY

### Vision, Mission, and Values

#### **Our Vision**

Our vision is that all students - regardless of background, ethnicity, or neighborhood - receive an excellent education that prepares them to succeed in college and improve their community.

#### **Our Mission**

Our mission is to serve diverse and traditionally underserved students by building a network of outstanding small public high schools where we:

- Prepare our students to succeed in college and beyond,
- Develop effective student leaders, and
- Partner and share best practices with school districts to strengthen both ourselves and other public schools.

#### **Leadership Values**

**COMMITMENT:** All students, staff and members of the LPS community unwaveringly focus on producing strong academic performance and student leadership development. This means doing what it takes to prepare all LPS students for college and beyond. This is absolutely necessary if we are going to achieve our personal, school, organization, and community goals. There are no short cuts.

We show this commitment by:

- Working hard,
- Persisting in overcoming personal and societal obstacles when needed,
- Following our commitments and agreements, and
- Striving for both continual improvement and excellence.

**RESPECT:** All students, staff and members of the LPS community work together as a team and treat each other with dignity and civility. What we do and say affects ourselves, each other, and our schools.

We show respect by:

- Acting with honesty and integrity,
- Valuing the diversity of our community,
- Seeking first to understand before seeking to be understood,
- Assuming good intentions,
- When possible, resolving our own conflicts, going to the “source” (the person involved) rather than complaining to others, and
- Supporting each other when needed.

**RESPONSIBILITY:** All students, staff and members of the LPS community take responsibility for their own actions and the actions of the community. In order to create schools with extraordinary results and successful students, each person must not only carry his or her own weight, but also go the extra mile for others.

We show responsibility by:

- Accepting responsibility for our own behavior,
- Avoiding blaming others and instead looking for solutions,
- Stepping in to help others when needed, and
- Taking responsibility for both our own learning and the learning of others.

**VALUING OUR STUDENTS AND OUR EMPLOYEES:** The LPS community—our students, parents, teachers, and staff—are the reason we will excel and achieve our mission. LPS endeavors to sustain their vision and vigor with a stimulating and rewarding environment.

We show the importance of our students and employees by:

- Supporting the learning of our employees with ample professional development;
- Providing nurturing, personalized attention to our students and their families;
- Evaluating students and employees with clear, careful and fact-based evaluation processes;
- Offering competitive wages and benefits to employees;
- Having fun and celebrating success; and
- While seeking to deliver an ambitious mission, striving to create balance and respect the lives people have outside LPS.

**HARNESSING THE POWER OF THE LEADERSHIP NETWORK:** A network of schools is more effective and sustainable than individual schools because of the great potential for creating a larger learning community, sharing best practices, cost savings and providing significantly startup, operational and educational support.

We help build a strong network of schools by:

- Focusing on student and school performance;
  - Disseminating the innovations and lessons learned across the network;
  - Encouraging students, parents, and all staff to use the network for learning;
  - Forging strong relationships between the Home Office and the schools,;
  - Maintaining a strong customer service ethic at the Home Office;
  - Making decisions with the maximum appropriate involvement of affected constituencies;
- and by
- Being careful stewards of our resources.

### III. STAFF PROFESSIONALISM

#### General Professional Expectations

As a charter and reform-minded network of schools, LPS requires staff roles to be different than some traditional schools. LPS teachers and administrators will, at times, assume and incorporate new roles such as student advisor, organizational leader, peer coach (as well as student coach), problem solver, and team member. It is important that each staff member be accountable for his/her actions so that the intricate web of school functions remains intact. A breakdown in any part of this web puts great strain on all members of the school community. The school expects all staff to be professionals. The following professional expectations are the basis for staff to recognize and develop those attitudes and responsibilities necessary to function as a member of LPS. LPS Staff will:

- Follow the Leadership Way including the norms listed in the Leadership Values.
- Practice professional and respectful discourse in all communications with each other, students, parents, other community members and school partners. Staff will strive to consider others' points of view when identifying and solving problems. Whenever possible, we should seek to understand before we seek to be understood. Assume good intentions.
- Wear appropriate professional attire. Our professional reputation and atmosphere is maintained, in part, by the image that we present to the students, parents and community.
- Be on time to school, class, meetings and other scheduled events.
- Follow meeting norms, office norms and other agreed-upon norms.
- Model appropriate leadership and respectful behavior at school and all school events. While LPS operates leadership schools and student political and community involvement is encouraged, staff should be careful to find appropriate activities for LPS students that do not adversely affect students academically.
- Strive to support each other. Staff will go to the source when there is a conflict and use the appropriate and agreed-upon measures for conflict resolution.
- Maintain confidentiality for sensitive and/or confidential issues involving students and other staff.
- Be honest (e.g., in communications and on employment documents and time reports)
- Collaborate to create a positive learning environment for all that is focused on teaching and learning.
- Help maintain a safe work environment, one free of workplace injuries. This includes, among other things, not coming to work under the influence of alcohol or illegal drugs, not possessing firearms or weapons at work, not engaging in physical aggression with any person at work, and not engaging in the willful destruction of property or material.

LPS takes professional expectations seriously as we want to create a positive place to work and learn. Please note that a material violation of the standards laid out in this Employee Handbook, and in particular any of the general or specific professional expectations, may result in administrative support, interventions such as verbal warnings or written notice, suspension with or without pay, and/or termination of employment. Any such action does not alter the at-will nature of employment at LPS.

Finally, LPS adheres to a set of personal and organizational values embodied in a document entitled "The Leadership Way" (included above in Section II). These are the shared values of our community and it is important that we all strive to uphold them.

#### **Job Duties**

When you begin working at LPS, your supervisor will review your job description, responsibilities and the performance standards expected of you. Be aware that your job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects, or to assist with other work necessary or important to the operation of your department or the organization. LPS depends on your cooperation and assistance in performing such additional work, and reserves the right to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

School-site staff are expected to attend all school arranged parent-teacher conferences, and to assume supervisory responsibilities at Leadership Retreats, All School Meetings, Advisories and other school events/activities. In



addition, teachers are expected to share responsibility for attending Parent Association meetings, chaperoning dances, advising clubs, and participating on school committees.

### **Support, Evaluation and Intervention**

The support, evaluation, and intervention process for LPS faculty and staff are constantly being improved. More than an evaluation process, it is a philosophy. This process considers all aspects of the person at work: from the teacher in the classroom to the colleague in the faculty meeting or the staff person at a school or in the Home Office. The process will involve three components that directly relate to each other, but also function independently of each other. These three components are Ongoing Support, Evaluation, and Intervention. Home Office Staff will also use these structures for Support, Evaluation and Intervention adapted for administrative functions. The Home Office formal evaluation process will typically occur annually.

#### **Ongoing Support**

LPS believes that being an educator is a professional role that can be enhanced through continued scholarship, collegial interaction, evaluation, goal setting, self-assessment, and involvement in educational work beyond the school.

LPS is committed to use faculty and staff development time to:

- Reflect on our own practice for improvement;
- Educate ourselves on current research and best practices; and
- Build collegiality through a structured system of collaborations, peer observations (“peer coaching”) and other protocols.

Our Coaching, Observation, Goal Setting, and Evaluation System is designed to:

- Recognize and support the development of quality teaching with the ultimate goal of increasing student achievement
- Support the development of effective teacher practice through productive teacher coaching, professional learning communities, and providing critical feedback to teachers from informal and formal observations
- Help each teacher improve his or her practice from year to year.

To assure that faculty and staff participate in meaningful activity beyond the classroom, the Principal, Assistant Principal, Dean, Curriculum Specialists, Director of Data & Assessment, and the Superintendent (with other Home Office staff and consultants) will work with faculty and staff in their Department or Team to plan time that will enhance their teaching and involvement in professional development. This work might include structured dialogues, workshops, school visits, peer observation and coaching, videotaping in the classroom, collaboration with other partner organizations, or involvement in other projects designed to enhance one's professional skill and knowledge. Faculty and staff will report on these activities in their periodic self-assessments.

### **Evaluation**

#### **Self-Assessments**

Faculty and staff will write self-assessments each year.

These self-assessments are intended to encourage self-reflection and commitment to self-improvement, as well to provide more teacher voice in the evaluation process. The individual's self-assessment will be placed in their personnel file with the formal evaluation described below. Faculty and staff will be expected to reflect on and use the following to inform their self-assessments:

- Professional goals,
- Coaching experiences and documentation
- Student evaluations or evaluations by relevant group

While LPS will offer faculty and staff writing prompts to support them in writing their self-assessments, faculty and staff will be asked to supply evidence that aligns with their self-assessments and should anticipate the following strands in their self-assessments:

- Classroom practice, including any noteworthy lessons about curriculum or pedagogy, (or other relevant professional practice)
- Student achievement with a focus on results (e.g. assessments and use of data to improve teaching and learning)
- Reflection on your role as an advisor and effective teacher
- Leadership (within your department, committee, etc.)

### **Formal Evaluations**

Formal evaluations for teachers will typically take place annually during a teacher's first years, and then every other year evaluation or as needed (as determined by LPS in its sole discretion). Other staff evaluations will typically be conducted on an annual basis. Written evaluations of teachers will be completed by the Principal and/or Administrative designees and be distributed during the final quarter of the academic year. Written evaluation of other staff will be completed by their respective supervisors and distributed during the final quarter of the academic year. The Principal (or appropriate supervisor) will meet with the faculty or staff member to discuss the evaluation. The person's self-assessment, as well as any informal observations or formal supervision notes created since the previous evaluation, inform this meeting. The Principal, administrator or supervisor will collaborate and create a formal evaluation which will be signed by the Principal or administrator and teacher, attached to the person's self-assessment and copied for the person's reflection and personnel file. Final evaluations will be placed in the person's personnel file. The person being evaluated may add additional comments for the file if desired.

### **Intervention**

All LPS faculty and staff are expected to work to create a positive atmosphere. LPS encourages free and open communication between employees. This means that each of us must attempt to resolve issues of concern directly and in a supportive manner (without resorting to adversarial processes). The following intervention process is designed to have issues of concern resolved and to have successful faculty and staff. Please note that this intervention policy does not apply to: (1) complaints of harassment or discrimination, which are governed separately by the Anti-Harassment Policy included in this Handbook, or (2) other situations requiring immediate response as determined in LPS's sole discretion. The Vice President Human Resources will act as the point person in the intervention process.

A. Go to the source. This means going directly to the person with whom you have an issue of concern. Ask clarifying questions and attempt to resolve the issue. This time frame may be mutually extended. If not successful, then discuss the issue with your manager or principal. This collaborative process makes every effort to resolve the complaint between the two people within twenty days. If not successful then go to step B.

B. Consider using an Intervention Team. This step is intended to support the person involved in resolving the issue by using an Intervention Team including an administrator, HR if requested, and a colleague of the person's choosing. All discussions should be treated as private and confidential, and should not be discussed by members of the Intervention Team outside of the team, except for discussion as needed with the Principal, LPS VP of HR and other members of the Home Office dealing with personnel issues.

It is a voluntary step in the process occurring within 10 days after the collaborative conference and, if the person involved does not wish to share the issues of concern with the members of an Intervention Team, the person may proceed directly to Step #C, below. In no event will a member of the Intervention Team be the subject of the complaint. Once formed, the Intervention Team will develop goals, an investigation of the facts, a plan and a timeline with the person involved. This process will be documented by the Intervention Team and a copy will be provided to the Principal and LPS VP of HR. If not successful, then...

C. Use an Administrative Team. In this step, either the person involved goes directly to the Administrative Team or the Intervention Team described in Step #B transfers responsibility and documentation to an Administrative Team. The Administrative Team may include the Principal, Dean, HR and colleagues. This team will follow the same process of developing goals, a plan, a full review of the facts and a timeline with the faculty or staff member involved. This process will be documented by the Administrative Team and a copy will be provided to the LPS VP of HR. A written response will be returned by the principal or supervisor within ten days. If not successful, then...

D. Appeal. In this step the person may appeal to the LPS VP of HR if not on previous intervention steps or to the LPS Superintendent within 15 days. The faculty or staff member may have a colleague present if desired at the time of the presentation, although all matters discussed and involved are private and confidential, and should not in any case be shared further. After a review of the facts, consultation with the LPS VP of HR, and General Counsel when appropriate, the Superintendent will make a decision. A decision to consider further action including and up to suspension and/or discharge of the involved employee will be made.

Note: This intervention process does not change any LPS employee's employment status, which remains at-will at all times. Nor does it guarantee any rights or process prior to a disciplinary decision or termination of employment. All documents and records dealing with the complaint process will be maintained in a separate confidential complaint file and may be referenced in the employee's personnel file. No reprisals will be taken by any person participating in an intervention process.

## **IV. PAYROLL, BENEFITS, AND TIME OFF**

### **Employee Classifications**

For salary administration purposes and to determine eligibility for certain employee benefits, LPS assigns employees to one or more of the following employment categories. Regular employees are those who are hired to work on a regular schedule. Regular employees may be classified as full-time or part-time.

#### **School-Year Staff**

School-Year teaching staff typically works a 190 day work year. School-Year staff typically does not have scheduled work days between mid-June and mid-August. This category generally includes all teachers and counselors, as well as some other school-site staff.

#### **Year-Round Staff**

Year-Round staff typically works a 12 month work year. This category includes all Home Office staff, as well as the Principal(s), Dean(s) and other school-site staff including the School Office Manager(s).

#### **Full-Time Staff**

Staff working 37 or more hours per week or who teach four or more regular courses or equivalent commitments per semester are considered Regular Full-Time staff, and are eligible for LPS' employee benefit programs.

#### **Part-Time Staff**

Staff working less than 32 hours per week or who teach less than four regular courses or equivalent commitments per semester are considered Part-Time staff, and are not eligible for LPS health benefits programs. Part-time staff working 20 hours per week or more is eligible for pro-rated time off benefits.

#### **Temporary Staff**

Temporary staff are those working on short term assignments or for less than 90 days. Temporary staff are not eligible for certain benefits, including health insurance, or paid time off (PTO).

#### **Non-Exempt Staff (Eligible for overtime)**

Under federal and state law, employees in certain types of jobs are entitled to overtime pay for hours worked in excess of eight (8) hours per day or forty (40) hours per workweek or for working seven consecutive days during the workweek. These employees are referred to as 'non-exempt' in this handbook. This means they are not exempt from (and therefore should receive) overtime pay. Non-exempt employees are required to keep a record of their time and submit that record to Payroll each month.

#### **Salaried Non-Exempt Employees (Eligible for overtime)**

Salaried Non-Exempt employees are generally paid on a salary basis, and eligible for overtime for hours worked over 40 in a week. Overtime must be approved in advance by your supervisor and recorded on the time record for payroll each month.

#### **Exempt Employees (Not eligible for overtime)**

Exempt employees include professional staff, teachers, supervisors, and executives, and others whose duties and responsibilities allow them to be exempt from overtime pay provisions. Exempt employees are general paid on a salary basis, and their salary already takes into account that long hours are necessary at times. Change in employment status may result from a job change, promotion, a change in working hours, or a change in your job description.

### **Work Schedule**

Following are work schedule expectations for all staff. Some specific job requirements demand staff presence at other times. Part-time staff may have other hours, as determined by their supervisor. Occasionally, there will be events that require attendance at other times of the day or week, and staff members are expected to be present.

### **School Staff Arrival Time**

School-site staff are expected to be at school every work day at least 15 minutes before school begins in order to be ready for classes or work, or at the time directed for other school events/responsibilities. Other school-site staff, such as the Administrative Team, School Office Manager and the "Campus Supervisor" may be required to be on campus earlier because of their specific job responsibilities.

### **School Staff Departure Time**

Unless otherwise indicated or required, teachers are expected to be at school until 30 minutes after classes end. We expect teachers will do significant instructional preparation and coursework correction at other times and locations. Meetings, committees, tutoring and other responsibilities may require additional time at school. All other staff (including Home Office staff) and administrators are expected to be at the school (or office) until 5:00 p.m., although later hours may be needed fairly often.

### **Home Office Arrival and Departure Time**

Home Office staff are generally expected to be in the office from 9 a.m. to 6 p.m. unless arrangements are approved by one's supervisor. Longer hours may be required from time to time, although some of these hours could be completed elsewhere.

### **Total Work Days (School-Year Staff Only)**

Full-time School-Year staff members are expected to work at least 190 school days per academic year. This typically includes 180 days of school and up to 15 full or partial staff development days. Certain administrators and staff, such as counselors, are expected to work additional days. This may include several days at the beginning and end of the School Year or Winter Break, and additional time during the summer before the teachers return.

### **Payroll Information**

Paydays are generally scheduled on the last business day of each month. Your paycheck or pay stub will include an itemization of the various deductions required by law or authorized in writing by you. You should keep these statements for your personal records. Paychecks will be presented only to the named employee. Requests for special handling of your check in certain cases must be arranged in writing in advance.

All employees are required to submit Time-Reports. Time Reports are kept from the 16th day of the month to the 15th day of the following month. Time Reports are submitted to your supervisor for approval no later than the 15th (your supervisor will forward your approved Time Report to the Home Office for processing). You are responsible for accurately recording your time on your Time Report. Falsification of any time records is cause for disciplinary action, up to and including termination. The Time Reports must be signed by the employee and the supervisor.

If you believe there is a mistake on your paycheck, please contact the Senior Accountant at the Home Office immediately.

### **Overtime Pay**

As necessary, employees may be required to work overtime with the supervisor's approval in advance. However, only non-exempt employees are eligible to receive overtime pay for approved hours worked over 8 hours a day; or over 40 hours in one (1) week, which must be approved in advance by the supervisor.

### **Meal and Rest Periods**

As required by law, for those non-exempt employees working five (5) hours/day or more, you are entitled to a 30 unpaid minute meal period approximately in the middle of the day. Non-exempt employees are allowed a 10-minute paid rest period for every four hours of work.

### **Automatic Payroll Deposit Option**

LPS offers automatic payroll deposit for all employees, and strongly encourages all employees to participate. Your paycheck will be deposited on or before the last business day of each month. You may begin and stop automatic payroll deposit at any time. To begin automatic payroll deposit, you must submit a direct deposit form and a cancelled check to the Home Office at least 15 days before the pay period for which you would like the service to begin. The automatic deposit should begin with the second payroll following your submission of the cancelled check. You should carefully monitor your payroll deposit statements for the first two pay periods after the service is set up.

To stop automatic payroll deposit, notify the Home Office in writing at least 15 days before the pay period for which you would like the service to end. You will receive a regular payroll check on the first pay period after the receipt of the notification, provided it is received no later than 15 days before the end of the pay period.

### **Reimbursement of Expenses**

To ensure the expenses are within budgetary guidelines, employees must obtain approval prior to incurring expenses on behalf of LPS. In order to receive reimbursement, all costs should be itemized on an expense report, signed by your supervisor and accompanied by actual receipts and submitted to the Staff Accountant at Home Office.

LPS will reimburse employees for pre-approved reasonable and necessary travel, accommodations, and other actual expenses incurred during the course of business travel. Use of an employee's personal automobile for company business will be reimbursed at the LPS established mileage reimbursement amount per mile after 'basic' miles are deducted. Basic miles are the number of round trip miles from home to your regular workplace if you were to drive. Our LPS Operating Guidelines contain more detailed information on our reimbursement and travel policies. If you have any questions about LPS's expense reimbursement policy, please contact the Home Office.

### **Employee Referral Bonus Program**

We are always looking for outstanding employees and greatly appreciate recommendations made by existing employees. If you recommend someone who has not previously been introduced to LPS, and he/she is hired on a full-time, regular basis, you are eligible to be paid a recruiting bonus. The current referral fee is \$500; to be paid on the payday that immediately follows the new employee's 90th day of service. Human Resource employees, Principals, and the CEO are not eligible to receive this bonus, nor are hiring managers of open positions. Thus, you may not receive a bonus for referring a candidate for a position that reports to you directly. The dollar amount of the bonus, along with the program in general, may be changed at any time depending upon existing market.

### **Compensation**

It is important to us that our compensation levels reflect the capabilities of our employees. It is LPS's objective to attract and retain talented and dedicated employees. LPS desires to pay all regular employees' wages and salaries that are competitive with other non-profit employers and local school districts. LPS has a teacher compensation system that incorporates experience and introduces skills-based and performance-based pay. This compensation structure is constantly being improved.

### **Group Benefits**

LPS is committed to providing competitive benefits. Given the rising cost of health care, employee contributions, benefits, and choices offered are likely to change from year to year. The benefits outlined below apply to the 2010 school year.

The following benefits are currently provided to those employees meeting eligibility requirements (e.g., those employees classified as Full-Time and Part-time working in excess of 32 hours per week.) Health benefits eligibility begins the first of the month following hire date. You are responsible for completing the necessary paperwork in a timely matter to ensure activation of your benefits. If you have questions regarding any of these benefits, please contact Human Resources. Also, please refer to the separate LPS benefits summary for more information. If there is any conflict between this Handbook and the official Summary Plan Descriptions (SPDs) or plan documents, the official SPDs and/or plan documents will govern. Copies are available for your review from Human Resources.

**Health Insurance**

Health insurance is currently provided through Anthem Blue Cross with a Kaiser option. A choice of HMO and PPO options are offered. Employee contributions vary based on the plan selected and whether the employee's spouse, domestic partner, and/or dependents are covered. You may elect deductions from your paycheck for these premiums on a pre-tax basis. Only health insurance plans offer an open enrollment annually to make changes in coverage or dependents.

**Dental Insurance**

Dental benefits are provided by Delta Dental in a DPO plan. Employee contributions vary based on whether the employee's spouse, domestic partner, and/or dependents are covered. Currently there is no charge for employee-only coverage and small charges for coverage of dependents. These charges may be deducted pre-tax from your paycheck.

**Vision Insurance**

Vision benefits are provided by Vision Service Plan (VSP). LPS currently covers the entire cost of the vision plan for employees and their dependents.

**Disability Insurance**

All employees contribute through payroll tax to California's state disability insurance (SDI) programs. Disability insurance is payable when you cannot work because of illness or injury not work related. An additional tax funds the state's Paid Family Leave program, and provides partial wage replacement for absences related to care of a family member, or bonding with a new child. Specific rules and regulations governing disability are available from Human Resources. SDI benefits do not replace all of your usual wages. Your SDI benefits will be supplemented with any accrued and unused sick leave.

You are eligible to enroll in Disability insurance from Standard Insurance. This program is designed to assist with your income should you become partially or totally disabled and are unable to perform the essential functions of your job. This plan is integrated with SDI. Disability insurance claim applications are required. Partial salary replacement begins after a 7 day waiting period for Short-Term Disability or a 90 day waiting period for Long-Term Disability. Please see the Summary Plan Description and/or Human Resources for details.

**Life Insurance**

Life and Accidental Death and Dismemberment Insurance from Standard Insurance is payable up to \$50,000 in the event of your death, in accordance with the policy. You can indicate your beneficiary or beneficiaries by submitting the appropriate documents to Human Resources. You can change beneficiaries by submitting the change in writing.

**Commuter Checks**

Commuter checks are vouchers that may be used to purchase public transit tickets, such as bus, train, ferry and, BART tickets. Commute Bike checks are also available. Employees may purchase Commuter Checks through pre-tax payroll deductions. Employees may enroll in this program on a quarterly basis. Once enrolled, you will be assumed to continue in the program until you notify Human Resources in writing of your intention to discontinue.

**Section 125 Premium Only Plan**

LPS offers a "Section 125 Premium Only Plan," which allows employee contributions for health benefits to be taken out pre-tax. Employees must submit the required paperwork in order to participate in the plan. The plan is free of charge to all staff.

Note: All employee insurance benefits are subject to employee's timely and accurate submission of all required paperwork. Benefits generally begin the month after the start date, provided all forms are complete and submitted on time.

### **Flexible Spending Account**

LPS offers a Flexible Spending Account plan for Health Reimbursement, Dependent Care and Parking Reimbursement. Healthcare Spending Account will reimburse you with pre-tax dollars for medical expenses not covered by your health plans. You can set aside up to \$3,000 per year. All funds must be used during the plan year (July 1 to June 30) or are forfeited. Dependent Care Spending Account plan will reimburse you with pre-tax dollars for daycare expenses for your child(ren) and other qualifying dependents so you (and your spouse) may work or go to school. You can set aside up to \$5,000 per year. All funds must be used during the plan year (July 1 to June 30) or are forfeited. Parking Reimbursement Account will reimburse you with pre-tax dollars for the cost of parking for your work commute. You can set aside up to \$230 monthly for parking expenses.

### **Other Coverage**

#### **Domestic Partners Coverage**

To recognize current family arrangements, LPS offers domestic partners insurance coverage. This policy gives you the opportunity to cover a long-term, significant partner of either gender under our medical and dental plans. "Domestic partner" is defined as a person with whom the employee's life is interdependent for a minimum period of time and with whom the employee shares a mutual residence.

#### **Paid Family Leave Insurance**

California employees may file a claim for up to six (6) weeks of Paid Family Leave (PFL) benefits with the Employment Development Department (EDD) within a 12 month period to care for a seriously ill dependent or bond with a new child. This leave is sponsored within the State Disability Insurance (SDI) program and funded through mandatory employee contributions.

#### **Workers' Compensation**

LPS maintains a workers' compensation insurance policy for the benefit of all LPS employees with York through the Alliance of Schools for Cooperative Insurance Programs ("ASCIP"). This policy provides compensation for lost wages and medical expenses resulting from an on-the-job injury. It covers work-related injuries only. The earnings benefit is provided only in those instances where the employee cannot immediately return to work as a result of their injury. Medical expenses are covered for any on-the-job injury that requires medical attention.

Any employee injured while performing work for LPS should report the incident to their supervisor and to the Human Resources immediately. The injured employee should contact Company Nurse to establish an initial report and treatment plan. Human Resources will make a record of the incident and provide instructions on filing a claim. You are required to go to the LPS designated medical clinic to receive medical attention unless you pre-designate a physician with Human Resources.

Workers' compensation coverage is effective immediately upon the occurrence of an injury; sick leave may be used during the waiting period in work-related injury cases. In the event of a lost time injury, an employee's regular salary will be discontinued and subsequent compensation will be made through the workers' compensation policy.

#### **Unemployment Compensation**

Depending upon the circumstances, employees may be eligible for unemployment compensation upon termination of employment with LPS. Eligibility for unemployment compensation is determined by the State Employment Development Department and not LPS.

### **Retirement**

LPS currently offers one of two mandatory retirement programs (depending on your job description and status), and an additional voluntary retirement program available to all employees.



### **Which Retirement Plan?**

**Mandatory participation:** Non-teaching staff are automatically enrolled in the LPS 401(a) Retirement Plan. Teachers working greater than 50% of full time are automatically enrolled in the California State Teachers Retirement System (CalSTRS or STRS). In addition, any teacher or substitute already enrolled in STRS through a previous job must participate in STRS while working at LPS.

**Elective participation:** Teachers working less than 50% of full time, who are not already members of STRS, can elect to participate in either STRS or the 401(a) Plan. However, membership in STRS becomes mandatory if a teacher works more than 60 hours in any month. Similarly, substitute teachers who are not already members of STRS can elect to participate in either STRS or the 401(a) Plan. However, membership in STRS becomes mandatory for substitutes once they have served 100 days in any school year.

### **LPS 401(a) Retirement Plan**

LPS provides a "defined contribution" retirement plan for all employees who do not participate in STRS. The employee contributes 8% of salary towards the plan and LPS contributes an equal matching amount. The LPS contribution is subject to vesting over a five year period. Employees select among about twenty investment options using either a phone-based system or the plan website. The value of the each employee's retirement account depends on the performance of the investments each employee chooses.

### **California State Teachers Retirement System**

For eligible staff, LPS offers STRS, a "defined benefit" retirement plan which covers most California public school teachers. Employees contribute 8% of salary, and LPS contributes 8.25% of salary (these rates may change over time). STRS has a five year vesting period; once vested, members are eligible for retirement benefits based on a formula including the members years of service and salary. Complete information on STRS is available at [www.calstrs.com](http://www.calstrs.com).

### **Voluntary Supplemental Retirement Plan (Section 457 Plan)**

LPS offers an additional voluntary retirement plan for employees who wish to save additional money for retirement on a pre-tax basis. Participation is voluntary, and all employees are eligible to participate. Employees can specify a percentage of salary or a flat amount to be withheld from each paycheck (the IRS currently caps contributions at \$16,500 per year). Employees can select investment options and manage their account using the same website as the 401(a) plan described above.

### **Social Security**

LPS does not participate in Social Security, since it offers qualified alternatives.

## **Time Off**

### **Scheduled Holidays**

LPS observes the following 12 holidays for all staff:

January 1 — New Year's Day  
Martin Luther King Jr's Birthday  
Presidents Day  
Cesar Chavez Birthday  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
December 25 – Christmas Day  
December 31 – New Years Eve

When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday. However, LPS may close on another day or grant alternative time off instead of closing. Holiday observance will be announced in advance.

### **General Policies Regarding Paid Time Off, Sick Days, and Personal Days**

Staff must arrive at school, to class, and to meetings on time every day. We ask staff to avoid absences on days preceding or following vacations or long weekends. We strongly discourage the families of LPS students from taking such days off, and it is important that we model the behavior we request. Similarly, since students are not allowed to attend an after-school activity on a day during which they have been absent, staff should avoid absences on days when their attendance is required after school.

Planned absences for medical and dental appointments are expected to be arranged, as much as possible, during non-school hours.

Staff have an obligation to make sure their responsibilities are covered, including arranging Substitutes, if they need to be out (either during an agreed upon absence, approved professional development day, approved personal day, or sick day).

### **Paid Time Off: Year-Round Staff Only**

All staff must submit a time off report on the 15<sup>th</sup> of each month detailing the number of paid and unpaid days taken. The report must be submitted even if no days off were taken. The reporting cycle is the same as for time records (16<sup>th</sup> of the month through the 15<sup>th</sup> of the month). Please note, the leave balances on your pay stub will only reflect days off taken through the 15<sup>th</sup> of the month.

Exempt staff must report time off in full day increments. Non-exempt staff must report time off in hourly increments.

Year-Round staff are entitled to 28 days of Paid Time Off ("PTO") for each year of active service. PTO can be used for sick leave, personal necessities, and vacation. Year-Round staff do not receive separate allowances for sick leave or personal necessity days. Year round staff accrue PTO on a monthly basis. PTO accrues while on certain medical leaves, FMLA, CFRA, and PDL, but not during other unpaid leaves. (Please refer to the following Leave Policies section.)

Active service commences with an employee's first day of work and continues thereafter unless broken by an absence without pay, a leave of absence, or termination of employment. PTO does not accrue during absences without pay or leaves of absence. PTO accrues monthly, on a pro-rated basis. Temporary or part-time employees working less than 50% do not accrue PTO. Part-time staff working more than 50% receives pro-rated time off.

PTO can accrue up to a maximum of 42 days. Once this cap is reached, no further PTO will accrue until some PTO is used. When some PTO is used, PTO accrual will begin again. LPS does not grant PTO compensation for any period of time during which the accrued PTO compensation was at the cap. We encourage Year-Round staff to take PTO annually.

The school schedule and work flow determine permissible PTO periods, for which employees may need to defer or otherwise adjust accordingly. In addition, staff may be required to use PTO time during extended School breaks (e.g., Winter Break, Spring Break). The actual number of available work days in these breaks will vary according to the School calendar.

Employees may not take or borrow PTO before it is accrued, except with the express, written approval of the Vice President Human Resources. The employee will be required to sign a written agreement, authorizing deduction from the final paycheck if termination occurs with a negative PTO balance. Employees on unpaid leave or leave of absence do not accrue PTO time. If a holiday occurs during your PTO period, it will not be considered a PTO day.

An employee whose employment terminates will be paid for accrued unused PTO days on a pro rata basis, at the rate of pay in effect on the date of termination.

Employees must notify their supervisors as early as possible of their intention to use PTO days. Normal PTO requests (e.g., for vacations) should be made at least three weeks in advance and must be approved by your supervisor. Employees are responsible for keeping track of their PTO usage. Supervisors must report employees' use of PTO days to the Home Office.

#### **School-Year Staff**

All staff must submit a time off report on the 15<sup>th</sup> of each month detailing the number of paid and unpaid days taken. The report must be submitted even if no days off were taken. The reporting cycle is the same as for time reports (16<sup>th</sup> of the month through the 15<sup>th</sup> of the month). Please note, the leave balances on your pay stub will only reflect days off taken through the 15<sup>th</sup> of the month.

#### **Personal Necessity Days: School-Year Staff Only**

All full-time School-Year staff are entitled to three paid personal days off per year for any reason. Staff working more than 50% time is eligible for pro-rated personal leave. Teachers hired mid-year are eligible for pro-rated personal leave. Employees must notify their supervisors as early as possible of their intention to use a personal day. Supervisors must report employees' use of personal days to the Senior Accountant at Home Office.

All personal days are granted on the first day of the school year. Accrual of personal days is capped at four days, and once this cap is reached, staff will not accrue additional personal days until some personal days are used. Only when an employee terminates his or her employment will unused personal days be paid, at the rate of pay in effect on the date of termination.

Teachers must request personal days (paid or unpaid) at least 48 hours in advance. Personal days must be approved by the employee's supervisor. Approval is subject to school needs (i.e., substitute availability, number of staff out, etc.) Approval is limited to two requests for a particular day at each school site, and then may be approved only after all other classes are covered and if the requesting teacher secures coverage of her/his classes, and submits the plan for coverage along with her/his substitute plans.

Paid personal days will not be approved for the day before or after vacations (including the day before or after a three day weekend). If a faculty or staff member wants to take a personal day on the day before or after a vacation, he/she may request an unpaid personal day. A request for an unpaid personal day will be considered on a case by case basis.

### **Sick Leave: School-Year Staff Only**

In order to help prevent employees' loss of earnings that may be caused by accident or illness, LPS provides paid sick leave to School-Year staff. Sick leave also may be used by employees for the purpose of securing necessary medical treatment. All full-time School-Year staff are entitled to seven (7) days paid sick leave per year, granted at the beginning of the employment year. Temporary and part-time employees are not entitled to sick leave benefits. Staff working more than 50% time is eligible for pro-rated sick leave. Teachers hired mid-year are eligible for pro-rated sick leave.

Employees may use up to half of their annual accrual of sick leave to attend to the illness of a child, parent, or spouse. However, such family-related sick leave usage is subject to all of the same conditions and restrictions which apply to each employee's use of earned sick leave for his or her own personal illness. For example, employees must give as much prior notice as possible of such need to be absent, are subject to the same verification of illness requirements, and are subject to termination for any falsification of information related to such family illness sick leave usage.

Employees must notify their immediate supervisors of their need to take sick leave as soon as practicable and, in no event, no later than 30 minutes after their scheduled starting time.

LPS reserves the right to request verification from a health care provider for all absences due to illness or disability. Sick pay may be withheld if a satisfactory verification is not provided by the employee. Eligible employees will receive pay at their normal base rate for any sick leave taken. However, no employee will receive pay in lieu of sick leave for any accrued but unused sick leave at the close of any calendar year or at the time of termination.

### **Leave Policies**

LPS may grant leaves of absence to employees in certain circumstances. Request any leave in writing as far in advance as possible, keep in touch with your supervisor or Human Resources during your leave, and give prompt notice of any change in your anticipated return date. If your leave expires and you fail to return to work without contacting your supervisor or human resources LPS will assume that you do not plan to return and that you have terminated your employment. Upon return from a leave of absence, you will resume all aspects of your employment status that existed prior to the start of your leave.

#### **Family and/or Medical Leave of Absence**

Eligible employees may be entitled to unpaid job-protected family or medical leaves of absence under Family Medical Leave Act (FMLA) or California Family Rights Act (CFRA) if they are unable to work due to their own serious medical condition or the serious medical condition of a family member. Accrued paid time off or sick leave may be used during these leaves. Health insurance continues through paid time off. Employees are eligible through COBRA to continue their insurance coverage during unpaid leave.

Employees are eligible if they have been employed for twelve (12) months, and worked at least 1,250 hours during the twelve months prior to the commencement of the leave. The twelve weeks of leave will be measured on a twelve month rolling period dating back from the time you requested the leave.

Employees are eligible for one or more unpaid family care or medical leaves; however, the total amount of leave taken cannot exceed twelve workweeks in any twelve month period. Leave because of a serious health condition, including pregnancy-related disabilities, may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced work schedule (reducing the usual number of hours you work per workweek or workday) if medically necessary. Employees may also be eligible for intermittent leave for birth or placement of a child.

### **Family Leave**

Leave can be taken for the birth of a child, placement of a child for adoption, or placement of a child for foster care for up to twelve (12) weeks. Leave must be completed within twelve (12) months of birth, adoption, or foster placement. PTO, personal or sick leave may be used during Family Leave.

### **Employee Responsibilities during Medical Leaves**

Employees must give thirty (30) days' notice if the leave is foreseeable. If leave is not foreseeable, employees must give notice as soon as it is practicable. Failure to provide thirty (30) days foreseeable notice may result in the employee being asked to delay leave for up to thirty (30) days after notice was provided.

To facilitate your return to work, we also ask that you provide us with two (2) days' advance notification of your intended return date. Failure to do so may delay your return date.

In the case of your own illness, a doctor's signed release stating that you are able to resume work must be submitted before or upon your return to work.

Should your attendance or job performance suffer during the period preceding and/or following a disability leave, we will accommodate you to the extent provided by law.

### **Required Certifications**

An employee who requests family/medical leave must provide written certification from the doctor or other health care provider treating the employee or the employee's affected family member. The certification must contain:

- the date on which the serious health condition commenced;
- the probable duration of the condition;
- an estimate of the amount of time that the health care provider believes the employee needs for his/her own illness or to care for the affected family member; and
- a statement that the seriousness of the family members' health condition warrants the participation of the employee during a period of treatment or supervision or, if the leave is for the employee's own health condition, a statement that the employee is unable to perform the functions of his/her position.

- Recertification from a health care provider maybe required if additional leave is requested.

Employees must provide certification by the health care provider that you are fit to return to your job.

### **Restoration to Position**

Upon completion of a family/medical leave, employees will be reinstated to their original position or to an equivalent one if such position is available. If, due to your own medical circumstances, you are no longer able to perform your original job, we will attempt to transfer you to alternate suitable work, if available.

### **Coordination of Benefits**

For non-exempt employees, sick time will be charged in quarter-hour, hour, and full-day increments. Exempt employees will be charged sick or vacation time only in full-day increments. If you are receiving California state disability benefits and/or benefits under the group disability plan, your accrued leave will be used only to supplement those benefits.

While you are on a paid family/medical leave of absence, we will continue your group health insurance benefits under the same terms as provided while you were an actively working employee, for up to a maximum of twelve (12) weeks' leave during any one (1) year period for care of a family member, or twelve (12) weeks for your own illness. You will be expected to continue the monthly co-premium payments for your insurance by arrangement with Human Resources prior to your leave. Co-premium payment is due monthly at the end of each month. If you do not return to work following this leave, you will be expected to repay these premiums. If your leave extends beyond the designated periods, you will be offered the opportunity to purchase continuing coverage under COBRA continuation rules.

Other accumulated benefits, including, for example, retirement, sick pay, and PTO pay, shall be preserved at the level accrued as of commencement of the leave, but shall not accrue further during any unpaid leave period.

During a period of disability, you may be eligible for California state and/or LPS disability benefits. Please refer to the applicable plan documents for details on eligibility, benefit amounts, and other particulars.

### **Pregnancy Disability Leave**

LPS will grant an unpaid leave of absence to employees disabled due to pregnancy, childbirth, or related medical condition. An approved pregnancy disability leave will be granted for up to a total of four (4) months during which time you must be medically disabled as determined by your physician. You are required to give as much advance notice as possible of your pending need for a pregnancy disability leave of absence.

Please inform your supervisor as soon as possible of the date you and your doctor anticipate that you will begin your leave. To request a pregnancy disability leave that begins more than four (4) weeks prior to your anticipated delivery date, you must submit a doctor's statement of disability to your supervisor. Your job status will be protected in that we will make every effort to hold your position open, or return you to a similar position if one is available for which you may be qualified.

You can use any accrued personal time or other accrued paid time off as part of your pregnancy disability leave before taking the remainder of your leave on an unpaid basis. The substitution of any paid leave will not extend the duration of your pregnancy disability leave.

### **Bereavement Leave**

Bereavement leave of up to three (3) days with pay will be granted to regular employees, upon request and approval by Human Resources, in the event of a death of the employee's spouse, child, parent, parent-in-law, grandparent, grandparent-in-law, granddaughter, grandson, daughter-in-law, son-in-law, stepparent, domestic partner, brother, sister, brother-in-law, sister-in-law, stepchild, or domestic partner's child, and any relative living in the household of the employee or domestic partner. Personal days or PTO may be used in the event of a death of others not listed.

### **Time Off for Schoolchildren**

Employees are encouraged to participate in the school activities of their child(ren). Parents, guardians, or grandparents having custody of schoolchildren are provided unpaid time off to participate in school or day care activities. LPS may require proof of your participation in these activities. You may use accrued vacation or unpaid time off for this purpose. Please provide reasonable notice to your supervisor before taking time off for schoolchildren.

### **Military Leave of Absence**

If you are a full-time employee and are inducted into the U.S. Military, Reserves, or California National Guard, you will be eligible for unpaid military leave of absence. LPS will comply with all applicable laws regarding veterans' reemployment. Military leave is unpaid, your benefits will continue as required by law, and you will not accumulate paid leave during your absence. You are expected to notify your supervisor as soon as you are aware of the dates you will be on duty so that arrangements can be made for coverage during this absence. Upon application within the appropriate time period after your date of discharge from military service, you will receive the then-current rate of pay and benefits.

Employees who work more than 20 hours per week and have a spouse in the Armed Forces, National Guard or Reserves who have been deployed during a period of military conflict are eligible for up to 10 unpaid days off when their spouse is on leave from (not returning from) military deployment. Employees must request this leave in writing to Human Resources within two business days of receiving official notice that their spouse will be on leave. Employees requesting this leave are required to attach to the leave request written documentation certifying the spouse will be on leave from deployment.

**Volunteer Civil Service Personnel Leave**

LPS will grant volunteer civil service leave to employees who require time off to perform emergency duty as a volunteer firefighter, peace officer, or emergency rescue personnel. You are also eligible for unpaid leave for required training. If you are an official volunteer firefighter, please alert your supervisor that you may have to take time off for emergency duty. When taking time off for emergency duty, please alert your supervisor before doing so when possible.

**Domestic Violence Leave**

Victims of domestic violence may take time off work to obtain help from a court, seek medical attention, obtain services from a shelter, program, or crisis center, obtain counseling, or participate in safety planning. LPS may require proof of your participation in these activities. You may use accrued vacation or sick leave or time without pay. When possible, give your supervisor reasonable notice.

**Jury and Witness Duty**

Staff should notify their supervisor and Human Resources upon receipt of a jury summons. In order to maximize student education and school efficiency, staff must, whenever possible, request and use options such as on-call status or postponement to school vacation times such as summer. Staff are also expected to report to work as soon as the court releases them each day if there are any work hours left in the school day. LPS permits you to take the necessary time off and wishes to help you avoid any financial loss because of such service. Except as otherwise required by law, LPS will continue your salary or pay during jury service for a maximum of five business days.

Staff required by law to appear in court as a witness may take personal days or unpaid days for such purpose. LPS requests that advance arrangements be made with their supervisor and the Home Office, and any necessary substitute plans are taken care of. Please submit a copy of your jury service verification to Human Resources.

## **V. PERSONNEL POLICIES**

### **At-Will Employment Status**

All employment at LPS is on an at-will basis. That means that either the employee or LPS may terminate employment at-will with or without cause and with or without notice at any time. Nothing in this handbook shall limit the right to terminate at-will employment. No manager, supervisor, or employee of LPS has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the CEO, or the Board of Trustees, has the authority to make any such agreement, which is binding only if it is in writing.

The CEO or Vice President Human Resources and Principal jointly are the only representatives who have the authority to promise or enter into a written salary agreement or other employment contracts. To be enforceable, any commitment must be in writing and signed by both parties.

For School-Year employees, salary agreements are generally agreed on an annual basis and are renewed during the spring of the preceding academic year. Staff members who do not intend to return to the school the following year should inform the Principal of that decision by March 1, and certainly no later than June 1. This Handbook is not intended to create an "express" or "implied" employment contract that is inconsistent with the fact that you and LPS have entered into an at will employment relationship.

### **Equal Opportunity Employer (Discrimination policy)**

Leadership Public Schools is an equal opportunity employer and makes employment decisions on the basis of merit. We strive to hire the best available people for each job. LPS cultivates a work environment that encourages fairness, teamwork and respect among all employees. We are firmly committed to maintaining a work atmosphere in which people of diverse backgrounds and lifestyles may grow personally and professionally. Employment decisions are based without regard to race, color, creed, citizenship, gender, religion, marital status, age, national origin or ancestry, veteran status, physical or mental disability, medical condition including genetic characteristics, sexual orientation, family care status, sex or any other consideration made unlawful by federal, state, or local laws.

LPS is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the operations of LPS and prohibits unlawful discrimination by any employee of LPS.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, LPS 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.

### **Anti-Harassment Policy**

LPS is proud of its collegial work environment where every person is treated with respect and dignity. Everyone has the right to work in a professional atmosphere that promotes equal opportunities and prohibits discriminatory practices, including sexual harassment. At LPS, harassment, whether verbal, physical, or environmental, is unacceptable and will not be tolerated. Any employee who violates this harassment policy is subject to discipline up to and including discharge.

LPS is committed to providing a work environment free of unlawful harassment. LPS policy prohibits sexual harassment and harassment based on pregnancy, childbirth or related medical conditions, race, religious creed, color, national origin or ancestry, veteran status, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, or local law or ordinance or regulation. All such harassment is unlawful. The LPS anti-harassment policy applies to all persons involved in the operation of LPS and prohibits unlawful harassment by any employee of the organization. It also prohibits harassment based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.



Prohibited harassment includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, or comments;
- Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings, or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race, or any other protected basis;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors;
- Conduct having the effect of creating an intimidating, hostile or offensive working environment; and
- Retaliation for reporting or threatening to report harassment.

If you believe that you have been unlawfully harassed:

- Submit a written complaint to your supervisor, your Principal, or Vice President Human Resources in the Home Office as soon as possible after the incident.
- Your complaint should include details of the incident or incidents, names of the individuals involved, and names of any witnesses.
- Supervisors will immediately refer all harassment complaints to the Vice President Human Resources.
- LPS will immediately undertake an effective, thorough, discrete and objective investigation of the harassment allegations.
- All information disclosed during the course of the investigation will remain confidential, except as necessary to conduct the investigation and take any remedial action, and in accordance with applicable law.

If LPS determines that unlawful harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by LPS to be responsible for unlawful harassment will be subject to appropriate disciplinary action, up to, and including termination. A representative of the organization will advise all parties concerned of the results of the investigation. LPS will not retaliate against you for filing a complaint and will not tolerate or permit retaliation by management, employees or co-workers.

LPS encourages all employees to report any incidents of harassment forbidden by this policy immediately so that complaints can be quickly and fairly resolved. You also should be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment in employment. If you think you have been harassed or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency. The nearest office is listed in the telephone book.

### **Open Door Policy**

Suggestions for improving LPS are always welcome. At some time, you may have a complaint, suggestion, or question about your job, your working conditions, or the treatment you are receiving. We want to hear your good-faith complaints, questions, and suggestions. If you wish to raise an issue, please take the following steps:

- Bring the situation to the attention of your immediate supervisor, who will then investigate and provide a response or explanation.
- If the issue persists, you may describe it in writing and present it to the Vice President Human Resources, who will investigate and provide a response or explanation. We encourage you to bring the matter to the Vice President Human Resources as soon as possible after you believe that your immediate supervisor has failed to resolve it.

- If the issue is not resolved, you may present it in writing to the CEO, who will attempt to reach a final resolution.

This procedure, which we believe is important for both you and LPS, cannot guarantee that every problem will be resolved to your satisfaction. However, LPS values your observations and you should feel free to raise issues of concern, in good faith, without the fear of retaliation.

### **Child Abuse Reporting Requirements**

California law requires that you acknowledge your understanding of child abuse reporting requirements and that you will comply with these laws. Child abuse is defined as a physical injury which is inflicted by other than accidental means, sexual abuse, willful cruelty or unjustifiable punishment, cruel or inhuman corporal punishment or injury, and negligent treatment or maltreatment under circumstances indicating harm, or threatened harm, to the child's health or welfare. The California Penal Code section and acknowledgement are in your employment materials and must be filed with the Home Office.

### **Personal Information**

Since tax deductions, insurance benefits, and other administrative matters are often affected by changes in your personal status, it is very important that you notify Human Resources immediately in writing of any changes to your personal information, such as your name, address, telephone number, marital status, number of dependents, insurance beneficiaries, and names of persons to be notified in case of emergency.

### **Inspection of Property**

For the safety and security of our community, LPS reserves the right to inspect its own property, as well as of any of the personal property of its employees on work premises during work hours. An employee's consent to such a search is required as a condition of employment. By signing the acknowledgement of receipt of this Handbook, employees understand that they should not have a reasonable expectation of privacy with regards to LPS property and personal property while on LPS premises.

### **Administrative Paperwork**

Staff are responsible for submitting the following forms required either by our charters, insurance carriers, local law or state law: (a) a valid teaching certificate and transcripts for teachers; (b) a TB test; (c) fingerprints clearance; (d) employee benefit forms, if applicable; (e) a W-4 form; and (f) an I-9 Form. Other required forms are specified in our new hire checklist provided to new employees. In addition, all employees must consent to a background check as a condition of employment.

### **Confidentiality and Proprietary Information**

The security of LPS property is of vital importance to LPS. School property includes not only tangible property, such as desks and computers, but also intangible property such as data and information. All employees share responsibility to ensure that proper security is maintained at all times. In the course of your work, you may have access to confidential information regarding LPS, its students, its suppliers, its customers, or perhaps even fellow employees. You have responsibility to prevent revealing or divulging any such information unless it is necessary for you to do so in the performance of your duties. Access to confidential information should be on a "need-to-know" basis and must be authorized by your supervisor.

## **Conflicts of Interest**

All employees must avoid situations involving actual or potential conflicts of interest. Personal or romantic involvement with a competitor, supplier, or subordinate employee of LPS, which impairs an employee's ability to exercise good judgment on behalf of LPS, creates an actual or potential conflict of interest. Supervisor-subordinate romantic or personal relationships also can lead to supervisory problems, possible claims of sexual harassment, and morale problems.

An employee involved in any of the types of relationships or situations described in this policy should immediately and fully disclose the relevant circumstances to his or her immediate supervisor, or Vice President Human Resources, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, LPS may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

Should two employees who work together or supervise each other enter into a personal, non-work-related relationship, one or both employees may have to be transferred. If you are involved in any relationship that might have an impact on the workplace, please speak with your supervisor or the Vice President Human Resources.

## **Discipline and Rules of Conduct**

LPS expects all employees to accept certain responsibilities, adhere to acceptable business principles in matters of personal conduct, and exhibit integrity at all times. Employees must comply with LPS policies and procedures, and observe the highest standards of professionalism. When an employee violates LPS rules, it is cause for concern and action.

How LPS chooses to administer employee discipline in particular cases in no way alters or limits the at-will employment relationship. LPS may choose to exercise its discretion to use forms of discipline that are less severe than termination, depending on the circumstances. Although one or more of these steps may be taken in connection with a particular employee, no particular order or system is required, and LPS may or may not adhere to a "progressive" series of disciplinary actions. LPS has the discretion to use whatever form of discipline it believes is appropriate under the circumstances.

## **Drug and Alcohol Abuse**

It is LPS's policy to maintain a drug and alcohol-free workplace. Use of these substances, whether on or off the job can detract from an employee's work performance, efficiency, safety, and health, and therefore seriously impair the employee's value to LPS. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of students and of other employees and exposes LPS to the risk of property loss or damage, or injury to other persons.

Employees shall not use, purchase, sell, transfer, or possess any form of illegal drugs or any type of drug paraphernalia on LPS property at any time or during working time in a professional capacity (e.g., with students) anywhere. Likewise, employees shall not possess or consume alcoholic beverages on LPS property or during work hours, including lunch and break periods. In addition, employees shall not report for work under the influence of drugs or alcohol.

Where a violation of this policy is suspected, an employee may be asked to submit to drug and alcohol screening and/or allow a search of his or her desk, work area, personal belongings, or vehicle. As stated earlier in this Handbook, an employee's consent to such a search is required as a condition of employment. Refusal to consent to a drug or alcohol screening or to allow a search of personal property will be considered to be insubordination and a basis for discipline, including possible termination. In addition, LPS will decide, based on all other available information, whether a violation of the drug or alcohol prohibition in this policy has occurred. Such a violation, if found, constitutes a separate and independent basis for discipline or termination. LPS also may bring the matter to the attention of appropriate law enforcement authorities.

An employee's conviction on a charge of illegal sale or possession of any controlled substance while off LPS property will not be tolerated because such conduct, even though off duty, reflects adversely on LPS. In addition, LPS must keep people who sell or possess controlled substances off LPS premises in order to keep the controlled substances themselves off the premises.

Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well-being of others, must notify a supervisor of such use immediately before starting or resuming work.

LPS will encourage and reasonably accommodate employees with alcohol or drug dependencies to seek treatment and/or rehabilitation. Employees desiring such assistance should request a treatment or rehabilitation leave. LPS is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug or alcohol use, nor is LPS obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect LPS' treatment of employees who violate the regulations described previously. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

Alcohol is not permitted on LPS campus or at events with students present. On occasion, employees participating in events or celebrations are expected to show good judgment and reasonable behavior with respect to alcohol.

### **Lactation Accommodation**

LPS will provide a reasonable amount of break time to accommodate an employee desiring to express milk for her infant child. The break time, if possible, must run concurrently with rest and meal periods already provided to the employee.

We will make reasonable efforts to provide a room or other respectful location for an employee to express milk in private. This location may be a private room, if applicable. LPS may not be able to provide additional break time if doing so would seriously disrupt operations. Please speak to the Vice President Human Resources for additional information.

### **Recycling and Conservation**

LPS actively recycles as many materials as possible. Please place aluminum cans, glass, white paper, and envelopes in the proper recycling bins. Recycling containers are located near computer printers, copiers, and in the staffroom. Please do your part to conserve resources, prevent waste and recycle reusable materials.

### **Relatives**

We have no prohibition against hiring relatives of our staff members. However, to avoid potential conflicts of interest, relatives will not be hired, promoted, or transferred into positions in which there is a direct or indirect supervisory relationship between relatives. Relatives include the employee's spouse, children, parents, siblings, all in-laws, grandparents, grandchildren, stepparents, stepchildren, domestic partner, and any relative living in the household of the employee or domestic partner.

### **Workplace Violence**

LPS is committed to providing a safe workplace. We want to minimize the risk of personal injury to employees and damage to property. We specifically discourage you from engaging in any physical confrontation with a violent or potentially violent individual. However, we do expect and encourage you to exercise reasonable judgment in identifying potentially dangerous situations and informing your supervisor or appropriate manager.

## **News Media Contacts**

Employees may be approached for interviews or comments by the news media. Only people specifically designated by the CEO or Principal may comment to news reporters on LPS policy or events relevant to LPS.

## **Smoking**

Smoking is not allowed in or on the grounds of any LPS facilities.

## **Parking**

Employees may park their vehicles in permissible public areas in the vicinity of LPS facilities. Employees may not use loading zones or parking areas specifically designated for LPS vehicles. LPS is not responsible for any loss or damage to employee vehicles or contents while parked during LPS sessions, nor is it responsible for employees' parking violations.

## **Solicitation and Distribution of Literature**

In order to ensure efficient operation of LPS' business and to prevent disruption to students and employees, we have established control of solicitations and distribution of literature unrelated to LPS business on LPS property.

Employees may not solicit or disturb other employees for any reason whatsoever during working time and may not circulate, distribute, or post notices or other written material of any kind during working time or in working areas. "Working time" is when an employee should be performing his or her job duties. Non-working time includes rest or meal periods, before or after assigned work shifts, and other specified periods, if any, during the work day when employees are not expected to be performing their job duties.

Persons not employed by LPS may not solicit nor distribute literature for any purpose at any time without the express authorization of the Principal or CEO.

## **Health and Safety**

LPS has adopted policies and procedures to promote a safe workplace and protection from injuries while on the job. You are expected to do your part by keeping your work area free of potential hazards, complying with LPS's safety rules and policies, and immediately reporting any unsafe conditions to your supervisor or the Home Office.

If you are injured or experience discomfort in the course of your employment, notify the Vice President Human Resources immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately.

We respect our facilities and believe that having a pleasant place to work is an important part of maintaining job satisfaction. We believe that our employees share in this belief and it is for that reason that we ask everyone to do his or her fair share in keeping our work areas, offices, meeting areas, classrooms, conference rooms, and eating areas neat and attractive. If you consume food or beverages at your desk, or in a classroom, meeting room, or conference room, it is your responsibility to dispose of the related trash. All employees are responsible for ensuring that students respect LPS premises in promptly disposing of food and beverage trash.

Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuable and/or personal articles in or around your workstation that may be accessible, and either "lock" or shut down your computer. LPS is unable to reimburse for lost, stolen or damaged personal items.

Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks. You should immediately call 911 and then notify your supervisor when

unknown persons are acting in a suspicious manner in or around the facilities. Also, immediately notify your supervisor and the Home Office when keys, security fobs, or identification badges are missing.

## **Separation of Employment**

### **Termination Documentation**

A Personnel Action Form signed by the departing employee's supervisor will authorize the employee's official termination and final paycheck. Employees must submit time-off reports recording their work through their termination date in order to be paid.

### **Exit Interview**

Employees who leave LPS for any reason, including at the end of a contract year, may be asked to participate in an exit interview or survey. This interview is intended to permit terminating employees the opportunity to communicate their views regarding their work with LPS. At the time of the exit interview or before, the employee is expected to return all LPS-furnished property, such as keys, computer equipment and ID cards. During the exit interview, you can provide your reasons for leaving, other impressions, and insights into areas for improvement that the LPS can make. Certain information may be considered confidential. An exit interview or survey will be scheduled with the Vice President Human Resources.

### **Insurance Conversion Privileges**

Your medical and dental coverage remain in effect until the end of the month of employment. According to the federal Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985, in the event of your termination of employment with LPS or loss of eligibility to remain covered under our group medical insurance program, you and your eligible dependents may have the right to continued coverage under our medical insurance program for a limited period of time at your own expense. COBRA information will be provided to you on or before your final day of work, or mailed to your home address. Teachers resigning during the Summer, will use the last day worked as the last day of employment. COBRA eligibility for continued health coverage will begin the first day of the month following the last day worked.

Employees will receive distribution information regarding the LPS retirement plans from Human Resources during your exit process.

### **Staff Resignation Process**

Although an employee may resign at any time, with or without advance notice, she or he is requested to offer as much advance notice as possible for the sake of the students and the best interests of the school. At a bare minimum, two (2) weeks notice should be offered so that plans and/or a replacement may be found. It is at LPS's discretion whether the offered resignation notice period is accepted or whether the resignation and exit is effective immediately. The resignation notice should be submitted in writing to your supervisor and to Vice President Human Resources.

LPS may also consider that an employee has voluntarily terminated his or her employment if: (a) the employee fails to return from an approved vacation or leave on the date agreed upon; or (b) the employee fails to report for work without notice for three (3) consecutive days.

The last day worked will be considered the last day of employment for Teachers who resign over the summer.

All LPS-owned property, including vehicles, computers, instructional materials, student grades, equipment, supplies, keys, security system fobs, uniforms, identification badges, and credit cards, must be returned immediately upon termination of employment.

## **VI. OPERATIONAL CONSIDERATIONS**

More details on operational considerations are included in the LPS Operating Guidelines.

### **Emergency Plans**

LPS's emergency plan is intended to provide general instructions and guidelines for the protection, safety and well being of students and staff in an emergency. The safety of the students is of paramount importance. All actions taken shall bear in mind the safety and well being of both students and employees. Do not hesitate to call 911 in the event of an emergency. Please review the Emergency Plan carefully, and familiarize yourself with the roles and responsibilities in the event of an emergency.

### **School Facilities and Security**

LPS facilities are generally located in or near urban neighborhoods with higher than average crime rates. It is critically important that staff follow security procedures established for each school, and carefully protect keys, passwords, and other security related information.

### **Volunteers**

LPS encourages the use of volunteers to support the work of the school. This may include, among other things, volunteering in the office, assisting in a classroom or the Academic Support Program, speaking, organizing an event or chaperoning. As required by state law, any volunteers in significant contact with students are required to undergo a fingerprinting background check through the Department of Justice. All volunteers must also sign a "hold harmless" form which is available from the Home Office or the School Office Manager. This is extremely important for the safety of our students. Parents of our students, however, are exempt from this "hold harmless" agreement.

### **Student Files**

Student files are kept under the supervision of the School Office Manager. All files are confidential and may not be removed from the locked file cabinet without the express consent of the Office Manager. The school makes every attempt to access the cumulative files of every student, though it is often a lengthy process to obtain the information. When a student transfers out of LPS, the school will not release the files without written notification from the requesting school.

### **Technology and Security of Passwords**

LPS provides an email system, voice mail system, access to the Internet and other technology systems to assist employees in conducting LPS business. All information, data and messages created, received, sent or stored in these systems are, at all times, the property of LPS. These systems are to be used solely for business related purposes. LPS does not allow these systems to be used in creating, receiving, sending, or storing data that may reasonably be considered to be offensive, defamatory, obscene or harassing. LPS has software and systems in place that are capable of monitoring and recoding all network traffic to and from any computer employees may use. LPS reserves the right to inspect any and all files stored in all areas of the LPS network in order to assure compliance with this and other policies.

LPS relies on PowerSchool, a student information system, and other software to run mission critical functions of the school, such as student attendance, grades, scheduling, and transcripts. Each employee entrusted with a network ID and password, and/or access to PowerSchool, must carefully protect the assigned passwords, regularly change the passwords used, and use non-obvious passwords to avoid unauthorized access to the system. When leaving a computer unattended, always lock the workstation or shut down the machine to avoid unauthorized access by others on your account.

### **Social Networking**

Staff are not authorized to participate in forms of social networking (e.g., Facebook, Twitter, etc.) or blogging with students. Staff are not authorized to speak on behalf of LPS unless specifically instructed. Staff are cautioned to have no expectation of privacy while using LPS computers including email and internet usage. Employees must acknowledge their acceptance of LPS Acceptable Use Policy in order to use LPS technology resources.



## VII. ACKNOWLEDGEMENT

**PLEASE READ THE LPS EMPLOYEE HANDBOOK AND FILL OUT AND RETURN THIS PORTION (or the Policy Acknowledgement Form in the New hire packet) TO HUMAN RESOURCES WITHIN ONE WEEK OF RECEIVING THE HANDBOOK.**

Employee Name: \_\_\_\_\_

I acknowledge that I have received and read a copy of the LPS Employee Handbook. I agree to abide by the rules, policies, expectations and standards set forth in the handbook. I also agree to the following LPS policies regarding: anti-harassment; discrimination policy; child abuse reporting; alcohol and drug abuse; and technology use.

I understand that my employment with LPS is not for a specified period of time. I know that this at-will relationship can only be modified in writing signed by the CEO of LPS, and that no other supervisor, manager, or other employee can alter the foregoing.

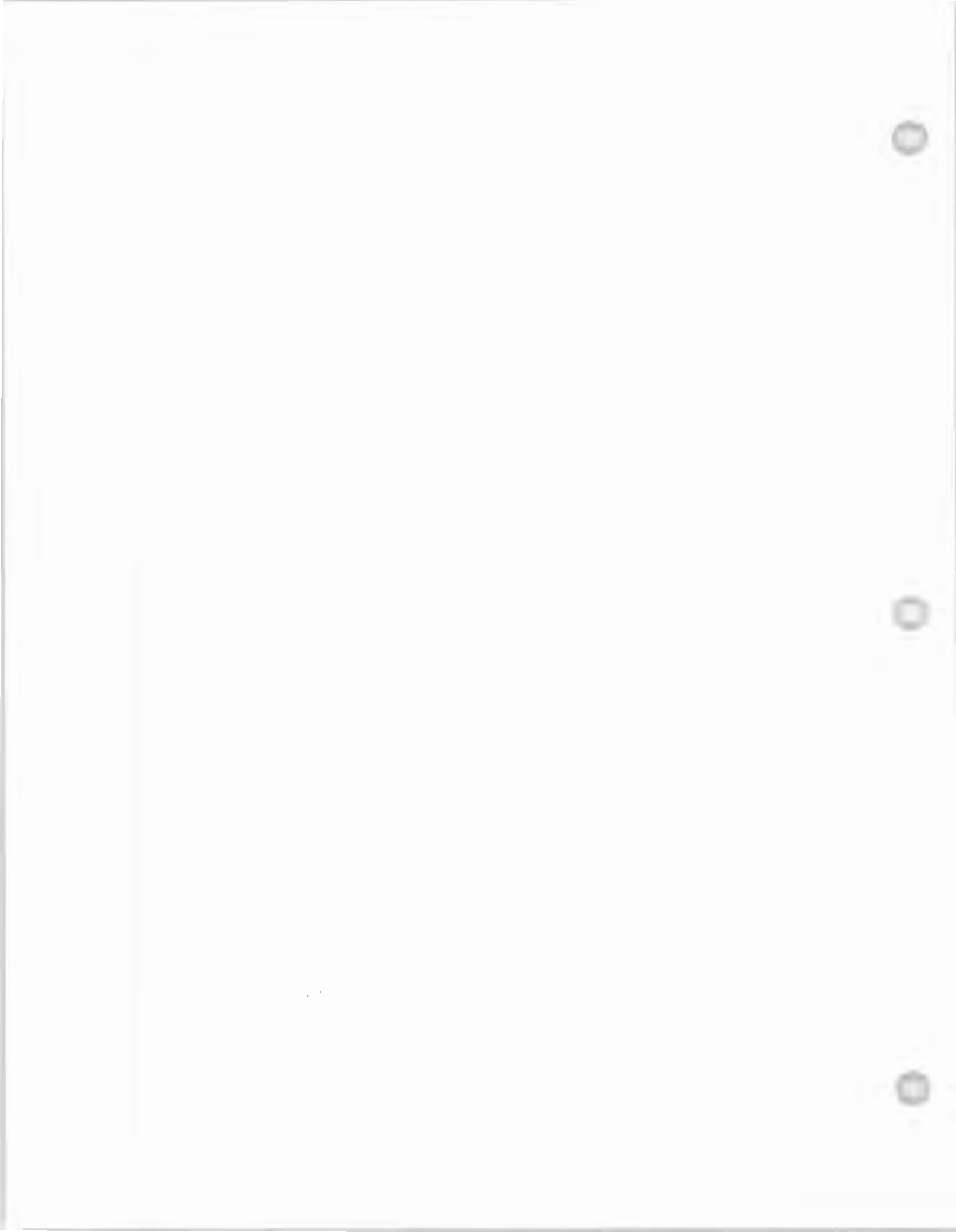
I understand LPS reserves the right to revise, delete, and/or add to the provisions of this Staff Handbook. All such changes must be in writing.

Finally, I understand that the foregoing agreement is the sole and entire agreement between me and LPS concerning the duration of my employment, the circumstances under which my employment may be terminated, and the circumstances under which the terms and conditions of my employment may change. I further understand that this agreement supersedes any and all prior agreements, understandings, and/or representations concerning these topics.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

**This Acknowledgement will be placed in the employee's personnel file.**



**APPENDIX N:  
LPS Oakland R&D Campus  
Financial Capacity Plan**

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**LPS Oakland R&D Financial Capacity Plan**

1) Financial Operation

- a) A balanced three-year budget accurately reflecting all budget assumptions

SEE ATTACHED SPREADSHEETS

- b) A start-up year plan with reasonable assessment of and plan for costs

Leadership Public Schools has been in existence for 10 years and has a track record of proven positive financial performance that provides for a successful budgeting process.

- c) A clear indication that the school has a sound plan for sustainability including funding for the core program that does not have ongoing reliance on “soft” money (e.g., donations, grants, etc.)

Leadership Public Schools budget as presented does not include any fundraising for the purpose of start-up operations.

- d) Clear evidence and track record of sustainability, in the event there is an enduring reliance on “soft” money (e.g., donations, grants, etc.);

Leadership Public Schools expects each of its charter schools to be self-reliant on existing State and Federal Funding.

- e) An adequate reserve and contingency plan targeted to the minimum enrollment needed for solvency (especially for year 1);

LPS Oakland has access to the Leadership Public Schools, Inc., reserves which exceed \$1M. As a contingency plan, the LPS Board

- f) A sound plan for financial management systems;

Leadership Public Schools has a sound plan for its financial management system which commences with Board Governance and continues with financial integrity and district oversight. The financial management system culminates with the annual audit (annual unqualified audits for the existence of LPS)

2) Revenues

- a) A narrative explaining key revenue assumptions

SEE ATTACHED ASSUMPTIONS AT THE END OF THIS DOCUMENT

- b) Realistic revenue projections showing all anticipated revenue sources -- including state, local, federal and private funds, and any fee-based programs and services

SEE ATTACHED ASSUMPTIONS AT THE END OF THIS DOCUMENT

- c) Realistic cash flow projection

SEE ATTACHED SPREADSHEETS

- d) A fundraising plan including assumptions and report on current status.

Leadership Public Schools' fundraising plan has been successful since the network's inception. The fundraising is done through the Network Home Office under the direction of Dr. Ann Reidy. The annual giving program has been able to raise at least \$400/student and that is what is projected in the financial statements that are included. Fundraising is raised a year in advance and allocated to the school site in the following year, thus all fundraising included is collected funds.

Listed below are the audited fundraising amounts for the last three years.

2011	\$939,373
2010	\$1,044,319
2009	\$1,648,425

3) Expenditures

- a) Spending priorities that align with the school's mission, educational program, management structure, professional development needs, and growth plan;

SEE ATTACHED SPREADSHEETS

- b) A budget narrative explaining key expense assumptions;

SEE ATTACHED ASSUMPTIONS AT THE END OF THIS DOCUMENT

- c) Realistic expense projections addressing major operating expenses including staffing and benefits, special education, facility, materials and equipment, and contracted services;

Leadership Public Schools has been in existence for 10 years and has a track record of proven positive financial performance that provides for a successful and realistic budgeting process.

- d) Budgeting to meet minimum insurance requirements

Leadership Public Schools budgeting and financial management have met or exceeded those required by the insuring companies. Memorandums of Coverage are enclosed in the appendix materials of the charter petition submission.

- e) Evidence to support key assumptions including that compensation is sufficient to attract qualified staff and that facilities budget is adequate.

Leadership Public Schools has been in existence for 10 years and has a track record of proven positive financial performance that provides for a successful and realistic budgeting process. LPS uses a system wide faculty salary scale which insures equality and competitiveness. The facilities budget is reviewed by the Director of Operations and other involved stakeholders.

**Assumptions for Financial Capacity Plan  
Leadership Public Schools, Inc. &  
LPS Oakland R&D Campus  
January 2012**

**Enrollment and Funding Assumptions**

*Enrollment:* Enrollment for LPS Oakland R&D (“LPSO”) and Leadership Public Schools, Inc. (“LPSI”) is based on current enrollment and projected enrollment for the next few years. The enrollment is expected to be higher than the current LPS College Park (“LPSCP”) campus due to the new technology based learning program and new facility.

*ADA:* LPSO and LPSI ADA% is expected to be 93%; Attrition is budgeted at 5% based on an average of the last 3 years attendance and attrition percentages for LPSO and LPSI.

*Free and Reduced Price Lunch Eligible Students:* For LPSO we currently assume a 90% FRL which is more conservative than the existing 100% FRL for LPSCP and their Provision 2 lunch program. This percentage is maintained as a steady number over the term of this financial plan for LPSO.

*English Language Learners:* The Financial Capacity Plan for LPSO is using 42% ELL based on a reduced percent of current student demographics (44% LPSCP 2012). This number is expected to be consistent throughout the financial plan.

*Funding:* Funding amounts and revenue COLA’s for the high school program are those provided by School Services Corporation in their September 2011 Dartboard.

*State Aid – General Purpose Block Grant and Funding in Lieu of Property Taxes:* The total of these two categories is estimated at \$6339 per ADA for the 2012-2013 school year. For LPSO the in lieu property tax is based on P-2 2011 and that number is used across the financial plan.

*Categorical Block Grant:* \$423 per ADA for the 2012-2013 school year.

*Other State Revenues:* This includes the new charter flexible categorical funding replacement estimated to be \$127/ADA.

*Special Education State:* ALL LPS schools are members of the El Dorado County SELPA. Revenue is projected at \$480 per ADA for FY 2012-2013 and is increased at the SSC COLA rates.

*In Lieu Economic Impact Aid:* Worksheets for each of the years is included with the financial plan, current funding is approximately \$329 per eligible student for 2012-2013.

*SB740:* The new facility will be purchased through an LLC arrangement that will allow LPSO to apply for and hopefully receive SB740 facility lease funds. The amount in the financial plan is the lower of 75% of lease cost or \$750/ADA for each year.

*Lottery:* \$127 per ADA. The funding rate is assumed to increase at the same COLA rate as the other funding amounts.

Note: While both EIA and Lottery are based on prior year demographic numbers, it is expected that these will be apportioned in 2012-2013 even if the cash flows in 2013-2014.

*Federal Funding:*

*Title I, Title II, Title III:* Title I funding is based on estimates obtained from Leslie Sharp at the Title I office of the CDE. New Charter Schools are disproportionately affected by the hold back for school improvement funds and thus the amount is rather small and grows slowly. Title III programs are offered for Limited English Proficient (LEP). LPSO will be part of the Leadership Public Schools Richmond Consortium for Title III. Title II (recruitment and retention of teachers) is calculated at a per student rate although the program does not fund on a per-student basis.

*Federal Sped:* Federal special education money is distributed by the SELPA per ADA at \$140 for 2012-2013. LPSO will not be eligible for these funds until operation year 2.

*Student Meal Revenues:* Estimates based on LPSCP's recent year's actual experience.

*Philanthropy:* The projected income statement does not include any projected gift receipts for LPSO. LPSI runs an annual giving drive that has met or exceeded the goal of \$950K per year for the last 3 years.

*Start up costs:* Currently LPSI is not eligible for start-up grant money for new charter schools from the conventional sources. Instead it is expected that LPSI will transfer the amount of \$250,000 from its reserves to LPSO as a surrogate for those funds. LPSI has \$2.6M in unrestricted reserves that are available to be used for bridging the current cash flow deferral program from the State of California.

**Expenses**

*Occupancy:* LPSO is expected to co-locate with LPSCP. This financial plan assumes LPSCP will wind down its program one grade per year while LPSO grows one grade per year enrolling all new students into the LPSO R&D educational model. As such a number of the expenditures that are charged for facilities and occupancy are split based on the number of grades that exist at each school each year. For LPSO this means that co-located expenses such as lease, janitorial, home office, utilities, insurance etc., would be split 25%, 50%, 75% 100% over the next 4 years. Similarly, the LPSCP share of these expenses would be 75%, 50%, 25%, and 0% over the same time period. LPSI reserves the right to modify this plan at its discretion.

*Average Annual Salary Growth:* Salary costs are assumed to grow at approximately ½ the COLA rate as the state revenues as per SSC, plus an additional step of \$1000/per year for faculty. Medical benefits are assumed to grow at a rate of 4% per year. A small increase in the STRS contributions by LPSI is included in these projections in FY 2014.

*Textbooks and Instructional Materials, Supplies and Materials, and Non-Capitalized Equipment (NCE):* This is calculated based on historical spending per student, extrapolated forward based on expected enrollment over the period of the financial projections.

#### Services and Other Operating Expenses

*Janitorial:* Includes outsourced janitorial contracts and outsourced campus security. The cost of these contracts is based on a \$/square foot increasing over time.

*Substitutes, software licenses, and tickets and fees:* This is calculated based on historical spending per student, extrapolated forward based on expected enrollment over the period of the financial plan.

*Travel and Conferences:* This category includes mileage, travel, conferences, student transportation (field trips), and home to school transportation.

*Dues and Memberships & Insurance:* See Textbooks and supplies above.

*Rents, Leases, Repairs and Non-Capital Improvements:* This category includes facility rentals/leases, copier leases, and local facility repairs. The facility lease cost is based on the annual debt service of the purchase of the new building. Facility repairs are based on a per square foot based with no repairs budgeted for year one due to the tenant improvements which should suffice for year one.

*Professional Consulting Services and Operating Expenditures:* Included in this line item are outsourced consultants who are part of the special education program as well as any expected legal expense. Costs are based on a historical dollar cost averaging per student.

*Communications:* This category includes advertising, employee recruitment, printing expense, postage and shipping, telephone, cell phones and internet expense. Costs are based on a historical dollar cost averaging per student.

#### Other Outgo

*Network Admin Fee:* 25% of the network expense is paid directly by each of the school sites. The LPSI Home Office provides human resources, financial, accounting, legal, facilities, operations, professional development, enrollment and administrative support to the LPS campuses. In this plan LPSO will pay 25% of 25% or 6.25% of the home office expense during year 1. That percent will increase incrementally as new grades are added to the school.

*Charter Authorizer Fees:* LPSO is expected to pay 1% oversight fee on all General Purpose and Categorical Funding.

*Special Education Administrative Fee:* County of El Dorado charges a reducing scale for administration of fees which would start at 6% and reduce to 4% in year 3.

*Interest:* Interest is estimated for the revolving loan that is expected to be used to help fund the LPSO start up. The loan is a \$250,000 loan with a 5 year repayment plan.



**Balance Sheets & Cash Flows:**

*Balance Sheets:* Summary pro forma balance sheets are presented for review.

*Cash Flow Statement:* Summary pro forma and monthly cash flow statements are presented for review.

Monthly cash flow statements are based on current known cash deferrals for revenue limit programs, with the exception of new charter advance funding for general purpose, categorical block and EIA. These programs are eligible for a special advance apportionment in the first six months of year one, and then revert to the existing deferral program in the second half of year one and each subsequent year.

*The projections represent a good faith effort to provide financial plans of operating activities based on the assumptions outlined above. Actual results will vary from presented projections.*

FY 2013	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Sub-total	Expected	Remainder
<b>A Beginning Cash</b>	0	451,062	381,928	325,969	496,933	438,704	485,304	601,237	556,325	497,246	480,307	449,275	0		
<b>Cash Flow Schedule-In Lieu</b>		6%	12%	8%	8%	8%	8%	8%	15%	8%	8%	8%	96%		
<b>Cash Flow Schedule-Apportionment</b>			11.5%		9%	10%	26.5%	1.85%		6.460%	2.66%		68%		
<b>Other State Revenue</b>		5%	5%	9%	9%	9%	9%	9%	9%	9%	9%	9%	91%		
<b>B Receipts</b>															
Property Taxes		9,863	19,727	13,151	13,151	13,151	13,151	13,151	24,659	12,329	12,329	12,329	156,994	164,392	7,398
Principal Apportionment							187,380	13,081	0	45,678	18,809	0	264,949	348,038	83,089
SB 740													0	84,816	84,816
Federal Revenue			3,686	3,686	16,339	3,686	3,686	16,339	3,686	3,686	16,339	3,686	74,822	87,475	12,653
Other State Revenue	0	718	718	1,293	1,293	1,293	1,293	1,293	1,293	1,293	1,293	1,293	13,070	14,362	1,293
Lottery										0			0	14,385	14,385
Other Local		250	250	250	250	250	250	250	250	250	250	250	2,750	3,000	250
New Charter Apportionments				241,548		117,510							359,058	359,058	0
Fundraising	250,000												250,000	250,000	0
All Other Financing Sources	250,000												250,000	250,000	0
<b>Total Receipts</b>	500,000	10,832	24,381	259,929	31,033	135,890	205,761	44,114	29,888	63,237	49,020	17,558	1,371,643	1,575,525	203,883
<b>C Disbursements</b>															
Certificated Salaries		31,027	31,027	31,027	31,027	31,027	31,027	31,027	31,027	31,027	31,027	31,027	341,301	401,531	60,230
Classified Salaries	3,486	3,486	3,486	3,486	3,486	3,486	3,486	3,486	3,486	3,486	3,486	3,486	41,830	46,478	4,648
Employee Benefits	8,175	8,175	8,175	8,175	8,175	8,175	8,175	8,175	8,175	8,175	8,175	8,175	98,094	98,094	0
Books & Supplies	8,029	8,029	8,029	8,029	8,029	8,029	8,029	8,029	8,029	8,029	8,029	8,029	96,343	104,371	8,029
Services	19,108	19,108	19,108	19,108	19,108	19,108	19,108	19,108	19,108	19,108	19,108	19,108	229,291	248,399	19,108
Interest Expense				667	667	667	667	667	667	667	667	667	4,000	4,000	0
SELPA Admin	0	0	374	0	296	326	863	60	0	210	87	0	2,216	3,256	1,040
EMO Fees	10,142	10,142	10,142	10,142	10,142	10,142	10,142	10,142	10,142	10,142	10,142	10,142	121,699	121,699	0
Charter Authorizer Fees													0	7,646	7,646
All Other Financing Uses-Principal				8,333	8,333	8,333	8,333	8,334	8,334				50,000	50,000	0
Prepaid Expense	0	0	0	0	0	0	0	0	0	0	0	10,355	10,355	0	
<b>Total Disbursements</b>	48,938	79,966	80,340	88,965	89,261	89,291	89,828	89,026	88,966	80,176	80,052	90,321	995,130	1,085,475	100,699
<b>D Prior Year Transactions</b>															
Principal Apportionment													0	0	0
Property Taxes													0	0	0
SB 740													0	0	0
Federal Revenue													0	0	0
Other State Revenue													0	0	0
Lottery													0	0	0
Accounts Payable-9500													0	0	0
SELPA Payable													0	0	0
Due To Grantor Govts.													0	0	0
<b>Net Pr. Yr. Transactions</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>E Net Increase/Decrease (B-C+D)</b>	451,062	(69,134)	(55,958)	170,963	(58,228)	46,600	115,933	(44,912)	(59,078)	(16,939)	(31,032)	(72,762)	376,512	490,051	103,183
<b>F Ending Cash (A+E)</b>	451,062	381,928	325,969	496,933	438,704	485,304	601,237	556,325	497,246	480,307	449,275	376,512	376,512		
<b>G Ending Cash plus Accruals</b>															866,563

	FY 2014	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Sub-total	Expected	Remainder
<b>A</b>	<b>Beginning Cash</b>	376,512	272,971	141,994	195,273	59,233	80,283	130,466	366,098	285,464	172,437	180,159	118,075	376,512		
	<b>Cash Flow Schedule-In Lieu</b>		6%	12%	8%	8%	8%	8%	8%	15%	8%	8%	8%	96%		
	<b>Cash Flow Schedule-Apportionment</b>			11.5%		9%	10%	26.5%	1.85%		6.460%	2.66%		68%		
	<b>Other State Revenue</b>		5%	5%	9%	9%	9%	9%	9%	9%	9%	9%	9%	91%		
<b>B</b>	<b>Receipts</b>															
	Property Taxes		19,727	39,454	26,303	26,303	26,303	26,303	26,303	49,317	24,659	24,659	24,659	313,988	328,783	14,795
	Principal Apportionment	0	0	162,026	0	128,212	140,892	373,364	26,065	0	91,016	37,477	0	959,051	1,408,919	449,868
	SB 740													0	169,632	169,632
	Federal Revenue			7,483	7,483	36,944	7,483	7,483	36,944	7,483	7,483	36,944	7,483	163,215	192,675	29,460
	Other State Revenue	0	1,436	1,436	2,585	2,585	2,585	2,585	2,585	2,585	2,585	2,585	2,585	26,139	28,724	2,585
	Lottery						3,561				3,561			7,122	14,243	7,122
	Other Local		500	500	500	500	500	500	500	500	500	500	500	5,500	6,000	500
	LPS Reserve Financing-Deferrals												50,000	50,000	50,000	0
	<b>Total Receipts</b>	0	21,663	210,899	36,871	194,543	181,324	410,235	92,396	59,886	129,804	102,165	85,227	1,525,015	2,198,977	673,962
<b>C</b>	<b>Disbursements</b>															
	Certificated Salaries		60,801	60,801	60,801	60,801	60,801	60,801	60,801	60,801	60,801	60,801	60,801	668,807	786,831	118,025
	Classified Salaries	10,008	10,008	10,008	10,008	10,008	10,008	10,008	10,008	10,008	10,008	10,008	10,008	120,092	133,436	13,344
	Employee Benefits	17,525	17,525	17,525	17,525	17,525	17,525	17,525	17,525	17,525	17,525	17,525	17,525	210,303	210,303	0
	Books & Supplies	13,620	13,620	13,620	13,620	13,620	13,620	13,620	13,620	13,620	13,620	13,620	13,620	163,435	177,055	13,620
	Services	40,595	40,595	40,595	40,595	40,595	40,595	40,595	40,595	40,595	40,595	40,595	40,595	487,135	527,730	40,595
	Interest Expense			500	500	500	500	500	500	500				3,000	3,000	0
	SELPA Admin	0	0	734	0	581	638	1,691	118	0	412	170	0	4,344	6,382	2,038
	EMO Fees	21,531	21,531	21,531	21,531	21,531	21,531	21,531	21,531	21,531	21,531	21,531	21,531	258,370	258,370	0
	Charter Authorizer Fees													0	15,721	15,721
	All Other Financing Uses-Principal				8,333	8,333	8,333	8,333	8,334	8,334				50,000	50,000	0
	<b>Total Disbursements</b>	103,278	164,079	164,812	172,912	173,492	173,550	174,603	173,031	172,913	164,491	164,248	164,079	1,965,486	2,168,827	203,341
<b>D</b>	<b>Prior Year Transactions</b>															
	State Apportionment	22.1%	1.75%													
	Principal Apportionment	76,986	6,103											83,089	83,089	0
	Property Taxes	7,398												7,398	7,398	0
	SB 740						42,408				42,408			84,816	84,816	0
	Federal Revenue	6,998	5,655											12,653	12,653	0
	Other State Revenue	1,293												1,293	1,293	0
	Lottery	7,192		7,192										14,385	14,385	0
	Other Local	250												250	250	0
	Accounts Payable-9500	27,136												27,136		
	SELPA Payable	720	319											1,040	1,040	0
	Due To Grantor Govts.	7,646												7,646		
	Delay Pay & Payroll Payable	64,877												64,877		
	<b>Net Pr. Yr. Transactions</b>	(263)	11,438	7,192	-	-	42,408	-	-	-	42,408	-	-	103,183	202,843	(0)
<b>E</b>	<b>Net Increase/Decrease</b>															
	(B-C+D)	(103,541)	(130,977)	53,279	(136,040)	21,051	50,182	235,632	(80,634)	(113,027)	7,722	(62,084)	(78,851)	(337,289)	232,993	470,622
<b>F</b>	<b>Ending Cash (A+E)</b>	272,971	141,994	195,273	59,233	80,283	130,466	366,098	285,464	172,437	180,159	118,075	39,224	39,224		
<b>G</b>	<b>Ending Cash plus Accruals</b>															272,216

FY 2015	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Sub-total	Expected	Remainder
<b>A Beginning Cash</b>	39,224	27,216	19,924	99,795	20,182	63,308	171,722	552,996	435,831	265,739	302,089	209,033	39,224		
<b>Cash Flow Schedule-In Lieu</b>		6%	12%	8%	8%	8%	8%	8%	15%	8%	8%	8%		96%	
<b>Cash Flow Schedule-Apportionment</b>			11.5%		9%	10%	26.5%	1.85%		6.460%	2.66%			68%	
<b>Other State Revenue</b>		5%	5%	9%	9%	9%	9%	9%	9%	9%	9%	9%		91%	
<b>B Receipts</b>															
Property Taxes		29,590	59,181	39,454	39,454	39,454	39,454	39,454	73,976	36,988	36,988	36,988	470,982	493,175	22,193
Principal Apportionment	0	0	255,196	0	201,938	221,909	588,060	41,053	0	143,353	59,028	0	1,510,537	2,219,094	708,557
SB 740													0	254,448	254,448
Federal Revenue			11,393	11,393	57,940	11,393	11,393	57,940	11,393	11,393	57,940	11,393	253,574	300,121	46,547
Other State Revenue	0	2,154	2,154	3,878	3,878	3,878	3,878	3,878	3,878	3,878	3,878	3,878	39,209	43,087	3,878
Lottery						7,122				7,122			14,243	28,487	14,243
Other Local		750	750	750	750	750	750	750	750	750	750	750	8,250	9,000	750
LPS Reserve Financing-Deferrals		60,000		125,000								20,000	205,000	205,000	0
<b>Total Receipts</b>	0	92,495	328,675	180,475	303,959	284,506	643,535	143,075	89,997	203,485	158,584	73,009	2,501,795	3,552,411	1,050,615
<b>C Disbursements</b>															
Certificated Salaries		93,620	93,620	93,620	93,620	93,620	93,620	93,620	93,620	93,620	93,620	93,620	1,029,822	1,211,556	181,733
Classified Salaries	14,851	14,851	14,851	14,851	14,851	14,851	14,851	14,851	14,851	14,851	14,851	14,851	178,209	198,010	19,801
Employee Benefits	26,876	26,876	26,876	26,876	26,876	26,876	26,876	26,876	26,876	26,876	26,876	26,876	322,507	322,507	0
Books & Supplies	19,377	19,377	19,377	19,377	19,377	19,377	19,377	19,377	19,377	19,377	19,377	19,377	232,519	251,896	19,377
Services	63,825	63,825	63,825	63,825	63,825	63,825	63,825	63,825	63,825	63,825	63,825	63,825	765,895	829,720	63,825
Interest Expense				333	333	333	333	333	333				2,000	2,000	0
SELPA Admin	0	0	943	0	746	820	2,173	152	0	530	218	0	5,581	8,200	2,618
EMO Fees	32,874	32,874	32,874	32,874	32,874	32,874	32,874	32,874	32,874	32,874	32,874	32,874	394,486	394,486	0
Charter Authorizer Fees													0	24,288	24,288
All Other Financing Uses-Principal				8,333	8,333	8,333	8,333	8,334	8,334				50,000	50,000	0
<b>Total Disbursements</b>	157,801	251,422	252,365	260,088	260,834	260,908	262,261	260,241	260,089	251,951	251,640	251,422	2,981,020	3,292,662	311,642
<b>D Prior Year Transactions</b>															
<b>State Apportionment</b>	22.1%	9.81%													
Principal Apportionment	311,653	138,215											449,868	449,868	0
Property Taxes	14,795												14,795	14,795	0
SB 740						84,816				84,816			169,632	169,632	0
Federal Revenue	15,414	14,046											29,460	29,460	0
Other State Revenue	2,585												2,585	2,585	0
Lottery	3,561		3,561										7,122	7,122	0
Other Local	500												500	500	0
Accounts Payable-9500	54,214												54,214		
SELPA Payable	1,412	626											2,038	0	
Due To Grantor Govts.	15,721												15,721		
Delay Pay & Payroll Payable	131,368												131,368		
<b>Net Pr. Yr. Transactions</b>	145,793	151,635	3,561	-	-	84,816	-	-	-	84,816	-	-	470,622	673,962	(0)
<b>E Net Increase/Decrease</b>															
(B-C+D)	(12,008)	(7,292)	79,871	(79,613)	43,125	108,414	381,274	(117,166)	(170,091)	36,349	(93,056)	(178,412)	(8,603)	933,711	738,973
<b>F Ending Cash (A+E)</b>	27,216	19,924	99,795	20,182	63,308	171,722	552,996	435,831	265,739	302,089	209,033	30,621	30,621		
<b>G Ending Cash plus Accruals</b>															964,331

<b>LPS OAKLAND R&amp;D CAMPUS</b>			
<b>Financial Capacity Plan-Staffing &amp; Benefits</b>	<b>FY 2012-13</b>	<b>FY 2013-14</b>	<b>FY 2014-15</b>
<b>Average Annual Salary Growth</b>	1.6%	1.4%	1.5%
<b>Certificated Personnel</b>			
Certificated Non-Teaching FTEs			
Principal	0.3	0.5	0.8
Dean (HS)	0.5	1.0	1.5
Counselors	0.5	1.0	1.5
<b>Total Certificated Non-Teaching FTEs</b>	<b>1.3</b>	<b>2.5</b>	<b>3.8</b>
Principal Salary	\$ 97,488	\$ 98,853	\$ 100,336
Dean	\$ 67,531	\$ 68,476	\$ 69,503
Counselors	\$ 58,178	\$ 58,992	\$ 59,877
Teaching FTEs	5.8	11.2	17.0
Calculated Student / Teacher Ratio	24.0	24.0	24.0
Average Salary for Teaching Positions	\$ 52,881	\$ 53,621	\$ 54,425
<b>Classified Personnel</b>			
Academic Support Co-ordinator/Enrollment		0.5	0.8
School Manager	0.3	1.0	1.5
Campus Supervisor	0.3	0.5	0.8
Technology Coordinator	0.3	0.5	0.8
<b>Total Other Staff FTEs</b>	<b>0.8</b>	<b>2.5</b>	<b>3.8</b>
Average Salary for Other Staff Positions	\$ 48,637	\$ 49,318	\$ 50,058
Other Classified Salaries (Food Services, etc.)	\$ 10,000	\$ 10,140	\$ 10,292
<b>Total FTEs</b>	<b>7.8</b>	<b>16.2</b>	<b>24.5</b>
Certificated Non-Teaching Salaries	\$ 87,226	\$ 176,895	\$ 269,323
Certificated Teaching Salaries	\$ 314,305	\$ 609,936	\$ 942,233
Classified Salaries	\$ 46,478	\$ 133,436	\$ 198,010
<b>Total Salaries</b>	<b>\$ 448,009</b>	<b>\$ 920,267</b>	<b>\$ 1,409,565</b>
<b>Payroll Taxes and Benefits</b>			
Variable Benefits (all employees)			
Workers Compensation	1.93%	1.96%	1.99%
Medicare	1.45%	1.45%	1.45%
Unemployment	1.63%	1.66%	1.68%
Disability and Life Insurance	0.51%	0.52%	0.52%
<b>Total</b>	<b>5.52%</b>	<b>5.58%</b>	<b>5.64%</b>
Retirement Plans			
Certificated Retirement Plan (STRS)	8.25%	8.50%	8.50%
Classified Retirement Plan (LPS 401a Plan)	8.00%	8.00%	8.00%
Health Benefits Annual Growth		4%	4%
Health Benefits Annual Cost	\$ 5,217	\$ 5,426	\$ 5,643
Total Headcount Eligible for Health Benefits	7	15	22
<b>Total Health Benefits Cost</b>	<b>\$ 36,519</b>	<b>\$ 81,385</b>	<b>\$ 124,140</b>

<b>LPS OAKLAND R&amp;D CAMPUS</b>			
<b>Financial Capacity Plan</b>	<b>FY 2012-13</b>	<b>FY 2013-14</b>	<b>FY 2014-15</b>
Enrollment	128	256	384
ADA %	93.0%	93.0%	93.0%
Average Daily Attendance (ADA)	113	226	339
Growth in Expenses	1.5%	1.5%	1.5%
<b>REVENUES</b>			
State Revenues			
General-Purpose Block Grant	\$ 552,427	\$ 1,144,995	\$ 1,783,813
Funding in Lieu of Property Taxes	\$ 164,392	\$ 328,783	\$ 493,175
Sub total	\$ 716,818	\$ 1,473,778	\$ 2,276,987
Categorical Block Grant	\$ 47,803	\$ 98,284	\$ 151,849
In Lieu Economic Impact Aid	\$ 52,603	\$ 54,076	\$ 111,066
Special Education	\$ 54,263	\$ 111,564	\$ 172,367
SB 740	\$ 84,816	\$ 169,632	\$ 254,448
Other State Revenues	\$ 14,362	\$ 28,724	\$ 43,087
Lottery	\$ 14,385	\$ 14,243	\$ 28,487
Subtotal State Revenues	\$ 985,051	\$ 1,950,302	\$ 3,038,290
Federal Revenues			
Title I	\$ 40,799	\$ 81,598	\$ 122,397
Title II & III	\$ 9,812	\$ 20,173	\$ 31,168
NSLP	\$ 36,864	\$ 74,834	\$ 113,935
SPED		\$ 16,070	\$ 32,622
Subtotal Federal Revenues	\$ 87,475	\$ 192,675	\$ 300,121
Other Revenues			
Student Meals & start up grant	\$ 253,000	\$ 6,000	\$ 9,000
<b>TOTAL REVENUES</b>	<b>\$ 1,325,525</b>	<b>\$ 2,148,977</b>	<b>\$ 3,347,411</b>

<b>LPS OAKLAND R&amp;D CAMPUS</b>			
<b>Financial Capacity Plan</b>	<b>FY 2012-13</b>	<b>FY 2013-14</b>	<b>FY 2014-15</b>
<b>EXPENDITURES</b>			
Certificated Personnel Salaries	\$ 401,531	\$ 786,831	\$ 1,211,556
Classified Personnel Salaries	\$ 46,478	\$ 133,436	\$ 198,010
Subtotal Salaries	\$ 448,009	\$ 920,267	\$ 1,409,565
Employee Benefits	\$ 98,094	\$ 210,303	\$ 322,507
Books, Supplies, and NCE, Food			
Textbooks and Instructional Materials	\$ 22,784	\$ 30,921	\$ 39,297
Supplies and Materials	\$ 14,080	\$ 28,582	\$ 43,517
Non-Capitalized Equipment	\$ 28,800	\$ 38,976	\$ 49,451
Food	\$ 38,707	\$ 78,576	\$ 119,631
Subtotal Books, Sup., NCE, Food	\$ 104,371	\$ 177,055	\$ 251,896
Services & Other Operating Expenses			
Janitorial Service	\$ 24,700	\$ 50,141	\$ 76,340
Substitute Teachers	\$ 6,915	\$ 13,419	\$ 20,729
Travel and Conferences	\$ 1,600	\$ 6,496	\$ 14,835
Dues and Memberships	\$ 761	\$ 2,000	\$ 3,500
Insurance	\$ 1,272	\$ 5,165	\$ 11,796
Software Licenses	\$ 3,200	\$ 6,490	\$ 9,880
Utilities	\$ 16,900	\$ 34,307	\$ 52,232
Tickets and Fees	\$ 11,313	\$ 22,966	\$ 34,966
Rentals, Leases, Repairs and Noncap	\$ 176,617	\$ 365,863	\$ 557,486
Professional Consulting Services and Ops	\$ 4,000	\$ 16,224	\$ 37,052
Communications	\$ 1,120	\$ 4,659	\$ 10,903
Subtotal Services and Other	\$ 248,399	\$ 527,730	\$ 829,720
Depreciation	\$ -	\$ -	\$ -
Other			
Network Admin Fee (EMO)	\$ 121,699	\$ 258,370	\$ 394,486
Charter Authorizer Fees	\$ 7,646	\$ 15,721	\$ 24,288
SELPA Admin Fee	\$ 3,256	\$ 6,382	\$ 8,200
Interest Expense	\$ 4,000	\$ 3,000	\$ 2,000
Subtotal Other Outgo	\$ 136,601	\$ 283,473	\$ 428,974
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,035,475</b>	<b>\$ 2,118,827</b>	<b>\$ 3,242,662</b>
<b>Change in Net Assets</b>	<b>\$ 290,051</b>	<b>\$ 30,150</b>	<b>\$ 104,749</b>
<b>Beginning Net Assets</b>	<b>\$ -</b>	<b>\$ 290,051</b>	<b>\$ 320,200</b>
<b>Ending Net Assets</b>	<b>\$ 290,051</b>	<b>\$ 320,200</b>	<b>\$ 424,949</b>

<b>LPS OAKLAND R&amp;D CAMPUS</b>			
<b>Financial Capacity Plan</b>	<b>FY 2012-13</b>	<b>FY 2013-14</b>	<b>FY 2014-15</b>
<b>Balance Sheet</b>			
<b>Balance Sheet</b>			
<b>Cash and Equivalents</b>	\$376,512	\$39,224	\$30,621
<b>Accounts Receivable</b>	\$203,883	\$673,962	\$1,050,615
<b>Prepaid Expenses and Deposits</b>	\$ 10,355	\$ 10,355	\$ 10,355
<b>Total Current Assets</b>	<b>\$590,750</b>	<b>\$723,541</b>	<b>\$1,091,591</b>
<b>Property Plant &amp; Equipment</b>			
<b>Property Plant &amp; Equipment</b>			
<b>Less Accumulated Depreciation</b>	\$0	\$0	\$0
<b>Net Property, Plant &amp; Equipment</b>	\$0	\$0	\$0
<b>Total Assets</b>	<b>\$590,750</b>	<b>\$723,541</b>	<b>\$1,091,591</b>
<b>Liabilities &amp; Net Assets</b>			
<b>Accounts Payable</b>	\$73,286	\$147,527	\$226,197
<b>Accrued Liabilities</b>	\$27,413	\$55,814	\$85,445
<b>CDE Revolving &amp; Other Loans</b>	\$200,000	\$150,000	\$100,000
<b>Loan from Reserves for Deferrals</b>		\$50,000	\$255,000
<b>Total Liabilities</b>	<b>\$300,699</b>	<b>\$403,341</b>	<b>\$666,642</b>
<b>Net Assets</b>			
<b>Beginning Net Assets</b>	\$0	\$290,051	\$320,200
<b>Change in Net Assets</b>	\$290,051	\$30,150	\$104,749
<b>Ending Net Assets</b>	<b>\$290,051</b>	<b>\$320,200</b>	<b>\$424,949</b>
<b>Total Liabilities and Net Assets</b>	<b>\$590,750</b>	<b>\$723,541</b>	<b>\$1,091,591</b>



LPS OAKLAND R&D CAMPUS			
Financial Capacity Plan	FY 2012-13	FY 2013-14	FY 2014-15

Statement of Cash Flows			
<b>Statement of Cash Flows</b>			
Operations	\$290,051	\$30,150	\$104,749
Accts Receivable	-\$203,883	-\$470,080	-\$376,653
Prepays and Deposits	-\$10,355	\$0	\$0
Accounts Payable	\$100,699	\$102,641	\$108,301
Financing - Reserve/Deferral		\$50,000	\$205,000
Financing-CDE Revolving	\$200,000	-\$50,000	-\$50,000
<b>change to cash</b>	<b>\$376,512</b>	<b>-\$337,289</b>	<b>-\$8,603</b>
starting cash	\$0	\$376,512	\$39,224
ending cash	\$376,512	\$39,224	\$30,621

LPS OAKLAND R&D CAMPUS Financial Capacity Plan				
		FY 2012-13	FY 2013-14	FY 2014-15
<b>ENROLLMENT ASSUMPTIONS</b>				
<b>Prior Year ADA</b>				
Total Enrollment	128	256	384	
Total ADA	113	226	339	
ADA as % of Enrollment	93.0%	93.0%	93.0%	
Free and Reduced Lunch Students	115	230	346	
Federal Poverty Students	79	159	238	
English Language Learners	54	108	162	
Special Education Students	13	26	39	
<b>PUBLIC REVENUES</b>				
Annual Growth Rate in State Revenues(Per SSC-Jan 20		3.1%	2.8%	3.0%
<b>Funding Rates</b>				
GP Block Grant (per ADA) (Per CSDC)-March 2011	\$ 6,339	\$ 6,516	\$ 6,712	
GP From State	\$ 4,885	\$ 5,062	\$ 5,258	
In Lieu from District (current P-1)	\$ 1,454	\$ 1,454	\$ 1,454	
Categorical Block Grant (per CSDC)-March 2011	\$ 423	\$ 435	\$ 448	
Lottery (calculated on prior year ADA)	\$ 127	\$ 126	\$ 126	
Special Education Funding (per ADA)	\$ 480	\$ 493	\$ 508	
In Lieu Economic Impact Aid (estimate per eligible	\$ 329	\$ 338	\$ 348	
Title I (per Free and Reduced Lunch eligible pupil)	\$ 354	\$ 354	\$ 354	
Title II & III (per ELL Student)	\$ 182	\$ 187	\$ 192	

LPS OAKLAND R&D CAMPUS Financial Capacity Plan	FY 2012-13	FY 2013-14	FY 2014-15
	Enrollment		
9th Grade	128	128	128
10th Grade		128	128
11th Grade			128
12th Grade			
Average Enrollment	128	256	384
Prior Year CBEDS Enrollment		128	256
Growth in Enrollment from Prior Year	128	128	128
Prior Year Average Daily Attendance (#)		113.1	226.2
Average Daily Attendance (%)	93.0%	93.0%	93.0%
Average Daily Attendance (#)	113.1	226.2	339.3
Free and Reduced Lunch Students (%)	90%	90%	90%
Free and Reduced Lunch Students (#)	115	230	346
Federal Poverty Students (%)	62%	62%	62%
Federal Poverty Students (#)	79	159	238
Prior Year English Language Learners		54	108
English Language Learners (%)	42%	42%	42%
English Language Learners (#)	54	108	162
Special Education Students (%)	10%	10%	10%
Special Education Students (#)	13	26	39

<b>LPS OAKLAND R&amp;D CAMPUS Financial Capacity Plan</b>			
	<b>FY 2012-13</b>	<b>FY 2013-14</b>	<b>FY 2014-15</b>

<b>Economic Impact Aid Block Grant</b>			
Federal Poverty Students - PY	79	79	159
English Language Learners - PY	54	54	108
Pupil enrollment - PY CBEDS	128	128	256
PY pupil enrollment CBEDS / 2	64	64	128
Weighted pupil concentration calculation	69	69	139
Weighted pupil concentration factor	35	35	69
Total Disadvantaged Pupils	168	168	336
Amount per disadvantaged pupil	\$329	\$338	\$348
Funding for disadvantaged pupils	\$55,372	\$56,922	\$116,911
Proration Factor	95.0%	95.0%	95.0%
Total Economic Impact Aid Block Grant	\$52,603	\$54,076	\$111,066



