

**TRACY LEARNING CENTER
Millennium Charter High School**



Tracy Learning Center
PRE-K & T-K ▲ PRIMARY ▲ DISCOVERY ▲ MILLENNIUM

Charter Renewal Petition
Submitted to the Tracy Unified School District
November 1, 2018
Charter Term: July 1, 2019 to June 30, 2024

Millennium Charter High School - Tracy, CA

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Affirmations and Assurances

As the authorized lead petitioner, I, Virginia Stewart, hereby certify that the information submitted in this charter renewal petition for Millennium Charter High School (hereinafter referred to as “MHS”, “Millennium”, or the “Charter School”), to be reauthorized by the Tracy Unified School District (“TUSD” or “District”) is true to the best of my knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school; and further, I understand that if awarded a charter, the Charter School will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- Be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Education Code Section 47605(d)(1)]
- Not charge tuition. [Education Code Section 47605(d)(1)]
- Meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 60605, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Education Code Section 47605(c)(1)]
- Be deemed the exclusive public school employer of the employees of the Charter School for purposes of the Educational Employment Relations Act. [Education Code Section 47605(b)(6)]
- Admit all pupils who wish to attend the school, unless the school receives a greater number of applications than there are spaces for students, in which case each applicant will be given equal chance of admission through a random lottery process. Except as required by Education Code Section 47605(d)(2), admission to the Charter School shall not be determined according to the place of residence of the student or his or her parents within the State. In the event of a random public lottery, preference shall be extended to pupils who currently attend the charter school and pupils who reside in the District, as well as other preferences permitted by law. [Education Code Section 47605(d)(2)(A)-(B)]
- Not discriminate on the basis of the characteristics listed in Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). [Education Code Section 47605(d)(1)]

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- Adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities in Education Improvement Act of 2004.
- Meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]
- Ensure that teachers in the Charter School hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold. As allowed by statute, flexibility will be given to non-core, non-college preparatory teachers. [Education Code Section 47605(l)]
- At all times maintain all necessary and appropriate insurance coverage.
- For each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).
- Notify the superintendent of the school district of the pupil's last known address within 30 days if a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, and the Charter School shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information. [Education Code Section 47605(d)(3)]
- Consult, on a regular basis, with the charter school's parents, legal guardians, and teachers regarding the school's educational programs. [Education Code Section 47605(c)(2)]

Millennium Charter High School Authorized Lead Petitioner

By: _____

Name: _____

Date: _____

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Track Record of Success

Millennium High School was established in 2004 with Freshmen and continued to add grade levels each year until the first graduation in 2008. Since then, the enrollment has grown to its maximum capacity of 560 students. Approximately 90% of our Discovery middle school students choose to enroll with MHS each year. The high school enrollment allows for an increase number of students who can attend from other schools, approximately 50% of the incoming Freshmen are made up of students from other schools.

The staff-to-student ratio is approximately 18:1. In 2016 and 2017, US News and World Report identified Millennium with a Bronze Medal for being a high ranking United States high school based on graduation rate and testing results.

MHS students are given unique opportunities to excel, including having the option to co-enroll in college classes while in high school. In 2018, 55% of the senior class attended college classes and the average number of credits earned was 17 credits.

SAT scores exceed the national average in both reading and math. The scores have also indicated growth each year when compared to the previous class as well.

41% of students in the 2017-18 graduating class were admitted to a four year degree school while 46% planned to attend a two year community college program.

At the end of 2018, MHS returned from the temporary site to the main campus and was once again reunited with the TK-8th grade program. While MHS occupies a distinct location on the campus, and schools are separated, there is a strong desire for all Tracy Learning Center Schools to be in the same site location. The new remodeled campus for the high school is a significant improvement benefitting our staff, students, and families.

Charter Renewal Requirements

The Charter Schools Act expressly encourages the renewal of a charter as long as the school meets at least one of the minimum academic achievement renewal criteria under Education Code section 47607(b). Based on verifiable data reported by the California Department of Education, Millennium has met not just one but four of these renewal criteria.

Criterion #1: Attained its API growth target in the prior year or in two of the last three years both schoolwide and for all groups of pupils served by the charter school. (Ed. Code, § 47607(b)(1).)

✓ **CRITERION MET**

Millennium not only met but exceeded its schoolwide API growth target in the prior year and in each of the last three years that API was calculated.

Year	API Growth Score	API Growth Target	Met Growth Target Schoolwide*
2011	766	738	Yes
2012	772	771	Yes
2013	799	783	Yes
"A" means the school scored at or above the statewide performance target of 800 in the prior year.			

Millennium’s numerically significant pupil subgroups when API was calculated—Hispanic or Latino, White, and English Learners—exceeded their API growth target in the prior year or in two of the last three years that API was calculated.

2011-2013 API Growth Scores: Significant Pupil Subgroups*				
Subgroup	2011 API Growth Score	2012 API Growth Score	2013 API Growth Score	Met Growth Target in Prior Year or 2 of the Last 3 years?
Hispanic or Latino	724	714	755	Yes
White	830	841	849	Yes
English Learners	672	660	714	Yes
*Includes only subgroups that were “numerically significant” at the time.				

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Criterion #2: Ranked in deciles 4 to 10, inclusive, on the API in the prior year or in two of the last three years. (Ed. Code, § 47607(b)(2).)

✓ **CRITERION MET**

Millennium achieved a statewide ranking in deciles 6 or 7 in each of the last three years that API was calculated.

Year	Statewide Ranking
2011	6
2012	6
2013	7

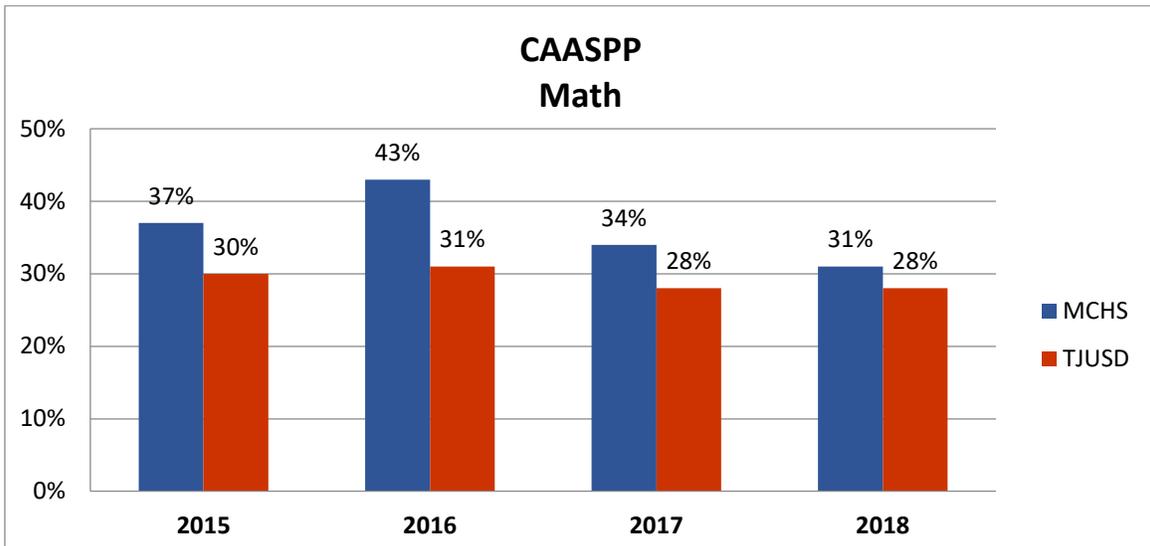
Criterion #4: The entity that granted the charter determines that the academic performance of the charter school is at least equal to the academic performance of the public schools that the charter school pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which the charter school is located, taking into account the composition of the pupil population that is served at the charter school. (Ed. Code, § 47607(b)(4).)

✓ **CRITERION MET**

- ✓ Millennium was recognized as a Bronze Medal high school in 2016 and 2017 by U.S. News and World Report in its annual ranking of schools across the nation.
- ✓ Millennium ranked #1 out of all high schools in the District in 2013 based on Growth API scores.
- ✓ All of Millennium's numerically significant student groups outperformed their District counterparts in 2013 based on Growth API scores.
- ✓ During the 2017-18 school year, Millennium reclassified English Learners at a much higher rate than the District, County, and statewide averages, and Millennium had a higher percentage of English Learners make progress toward English proficiency than the District each year since 2014-15.
- ✓ Millennium's suspension rate during the 2016-17 school year of 5.1% was lower than the District's rate of 9.4% and the County's rate of 6.5%, and Millennium's rate during the 2015-16 school year was also lower than the District's.
- ✓ Millennium's chronic absenteeism rate during the 2016-17 school year of 2.7% was much lower than the District's rate (10.4%), County's rate (13.9%), and the statewide average (10.8%).

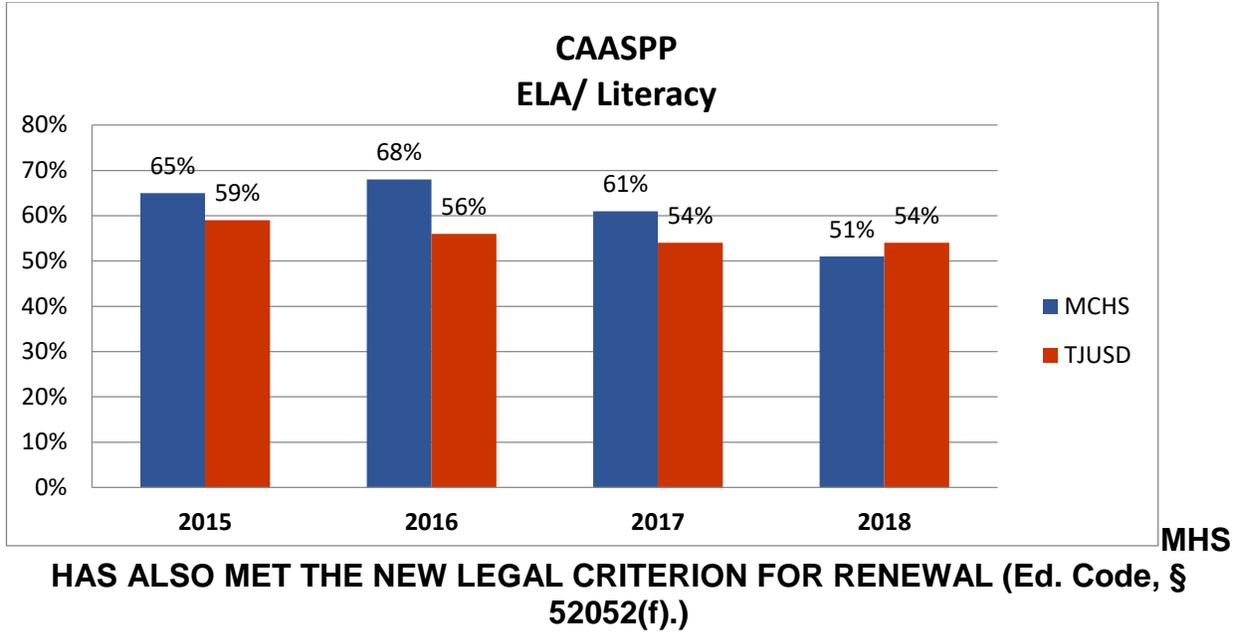
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- ✓ Millennium's truancy rate during the 2015-16 school year of 0.19% was incredibly lower than the District's rate (15.1%), County's rate (32.7%), and the statewide average (34.05%).
- ✓ Millennium's graduation rate has been higher than the District's each year since 2014-15 and has remained high at 94% or above.
- ✓ In terms of 11th grade students who Met or Exceeded state standards on the CAASPP, Millennium outperformed the District in Math in each year since 2015.



- ✓ Millennium also outperformed the District in ELA/ Literacy on the CAASPP in almost every year since 2015.

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Almost all of the charter renewal criteria under Ed. Code Section 47607(b) are tied to old API scores. As a result of California moving away from API and towards a new multi-measure accountability system, the Legislature provided a new charter renewal criterion as it relates to academic achievement in Education Code section 52052(f):

New Criterion. “For purposes of paragraphs (1) to (3), inclusive, of subdivision (b) of Section 47607, *alternative measures that show increases in pupil academic achievement for all groups of pupils schoolwide and among numerically significant pupil subgroups* shall be used.”

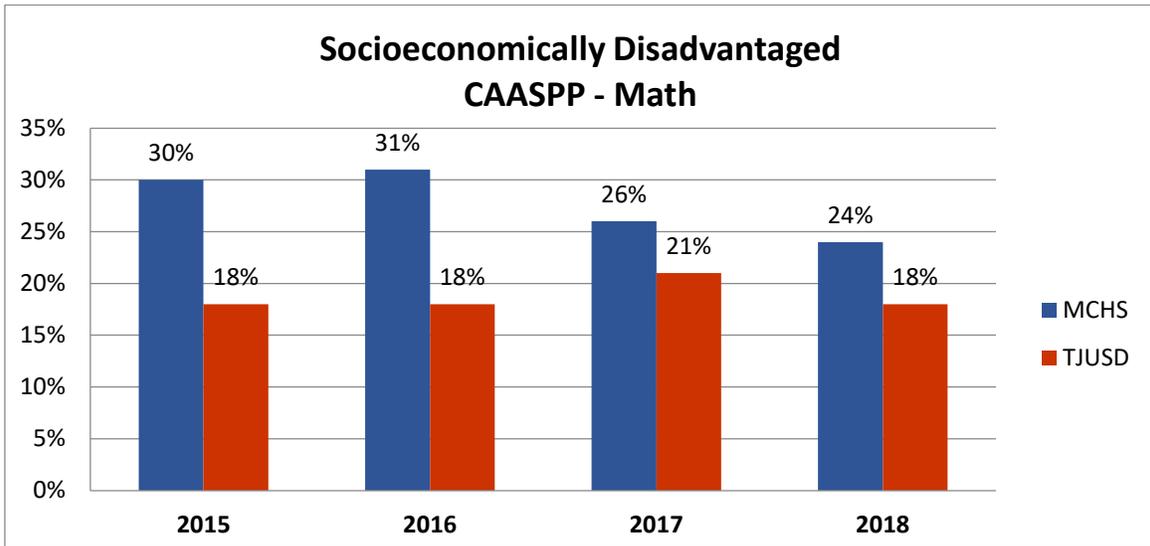
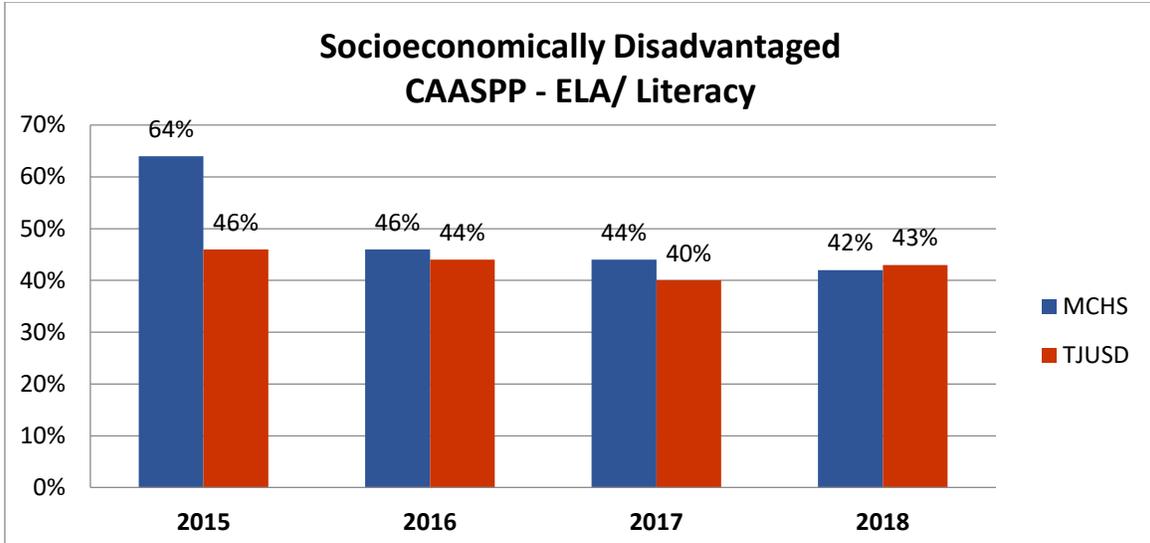
✓ CRITERION MET

- ✓ Millennium ranked #1 based on Growth API scores out of all high schools in the District in 2013.
- ✓ All of Millennium's numerically significant student groups outperformed their District counterparts based on Growth API scores in 2013.
- ✓ Millennium and all of its numerically significant student groups met its API growth target in 2013.
- ✓ Millennium is increasing student achievement for English Learners.
 - + Each year since 2014-15, Millennium has reclassified English Learners at a much higher rate than the District, County, and statewide averages, and has had a higher percentage of English Learners make progress toward English proficiency than the District.

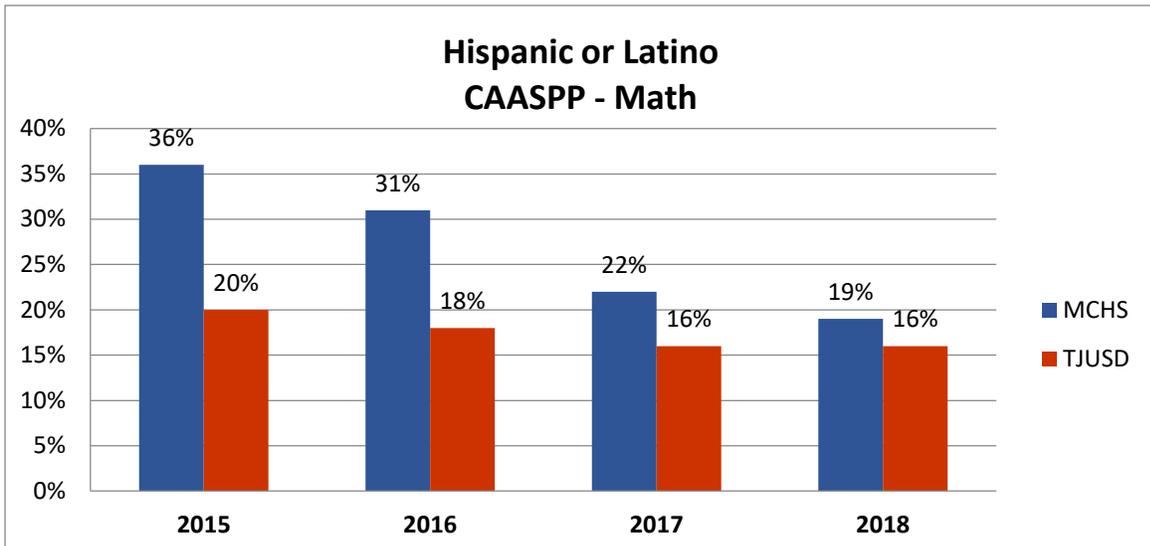
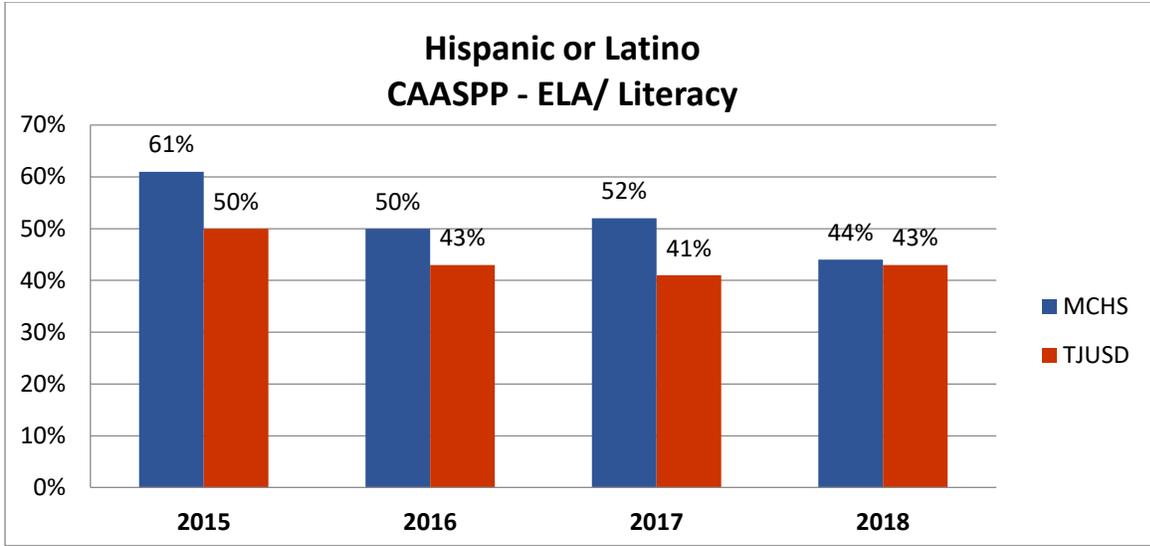
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- + Millennium increased the percentage of English Learners who made progress toward English proficiency, increasing from 78.4% in 2015 to 95.8% in 2017.
- ✓ The percentage of Millennium 12th grade students accepted to a four-year university increased from 50.5% in 2016 to 87% in 2018.
- ✓ Millennium's suspension rate decreased over the current charter term, going from 9.5% in 2014-15 to 5.1% in 2016-17.
- ✓ Millennium is increasing the percentage of high school graduates in the District, as the school's graduation rate has been higher than the District's each year since 2014-15 and has remained high at 94% or above.
- ✓ Millennium is increasing school climate in the District, as the school has recently maintained lower suspension, chronic absenteeism, and truancy rates than the District, and has never expelled a single student.
- ✓ Millennium is increasing student achievement for 11th graders in the District based on the CAASPP.
 - + Millennium outperformed the District schoolwide in Math each year since 2015 and in ELA/ Literacy almost every year since 2015.
 - + Millennium's Hispanic or Latino students outperformed their District counterparts on the CAASPP in ELA/ Literacy and Math each year since 2015, and Millennium's socioeconomically disadvantaged students and White students outperformed their District counterparts in ELA/ Literacy and Math almost every year since 2015.

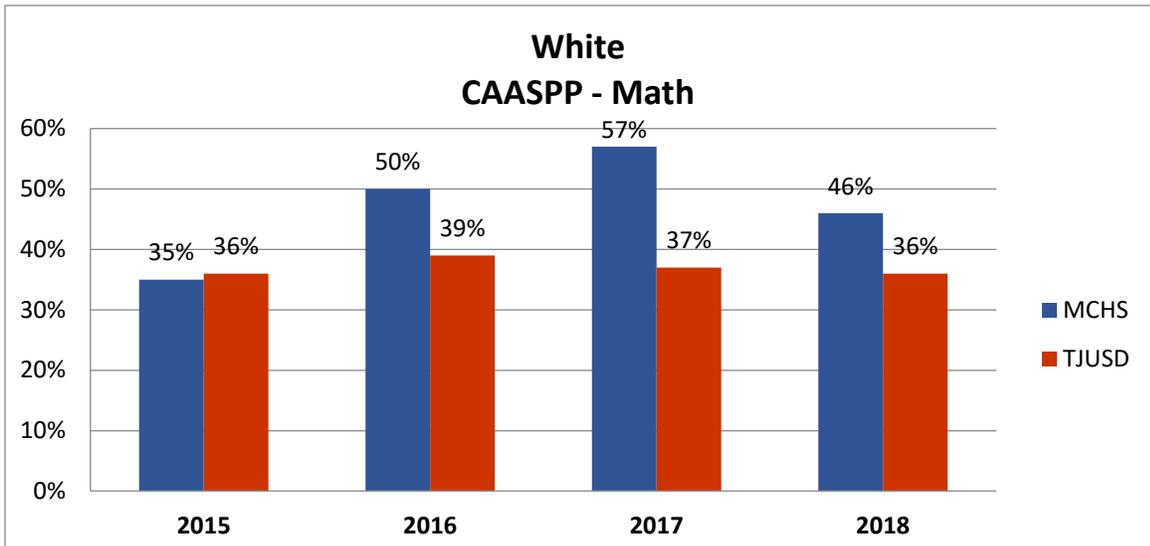
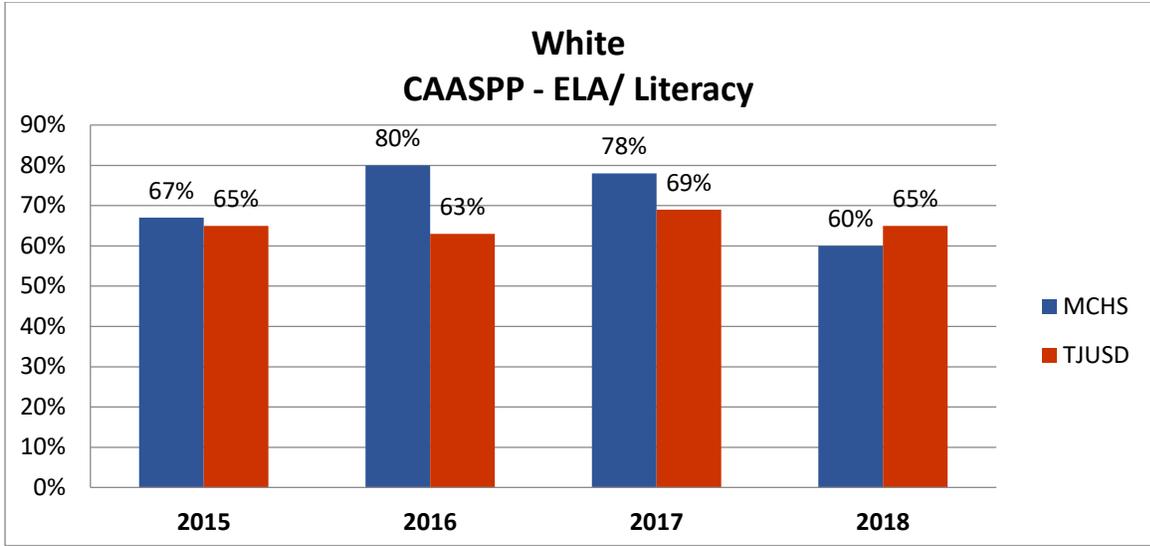
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Element 1: Educational Program of Millennium High School

Governing Law: “The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an ‘educated person’ in the 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.” Education Code Section 47605(b)(5)(A)(i).

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

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

1. General Information

• The contact person for Charter School is:	Virginia Stewart
• The contact address for Charter School is:	51 E Beverly Place, Tracy CA
• The contact phone number for Charter School is:	209-290-0511
• The proposed address or ZIP Code of the target community to be served by Charter School is:	Tracy, CA (95376) and surrounding areas
• This location is within boundaries of TUSD (Charter Authorizer):	yes
• The grade configuration of Charter School is:	9-12

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• The current number of students enrolled	560
• Charter School's proposed first day of instruction in 2019-20 is:	August 5, 2019
• The enrollment capacity is:	560
• The type of instructional calendar (e.g. traditional/year-round, single track/multi-track, extended day/year) will be:	Traditional 180 day calendar with an additional 25 days for summer extension (FAST TRACK)
• The proposed bell schedule for Charter School will be:	180 days of 7:55-3:55 25 days of 7:55-12:30
• The term of this Charter shall be from:	July 1, 2019 to June 30, 2024

2. Mission

Millennium High School is designed as a four year comprehensive high school dedicated to preparing all students with the skills, concepts, and ability to succeed in future vocational or academic education that fosters productive workers and responsible citizens.

3. The Vision

Millennium High School is a four-year program that provides three pathways: Early College, College Prep, and Vocational Preparation. Students are placed in classes according to their pathway. College is a desired goal for the students. Students are expected to master core standards and be prepared for future careers. Career preparation is enhanced with the senior internship program.

4. Educational Philosophy

Millennium High School is a comprehensive college prep high school. Serving students who intend to enroll in vocational training or community college or four year schools. The teachers are guided by core principles that reflect the state frameworks and common core standards. The teachers use instructional strategies related to the work done by Doug Lemov in his work titled, Teach like a Champion 2.0 as well as the work of by Jerome Bruner regarding the need to differentiate instruction. This allows

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students to embrace education because it is addressing their specific needs in classes which encompass students who require the same level of instruction. This makes it possible for all students to be challenged but not frustrated. In reality, all students should be successful.

In order for this approach to be successful, the master schedule must be personalized and designed to meet the needs of each student. Counselors review previous courses and grades with each student to build their next year program. These individual course plans are then translated into the courses needed for the master schedule and then students are scheduled one at a time into the master schedule. No computer program is used to generate the master schedule.

Millennium High School requires 245 credits for graduation and 200 hours of community service. In addition to these requirements, the students are expected to complete projects related to their growth in the school wide outcomes (SWOs). These outcomes include: Citizenship, Self-Directed learning, Collaboration with others, Effective communication, and Critical thinking.

The hallmarks of the high school program includes a course called Career Education which prepares students for possible career choices and appropriate colleges for those choices, and the Senior Internship which places students in work environments to “try out” their possible career choice. The students are in these internships for one semester. The other hallmark is the opportunity to attend college while still in high school. Some students are able to complete a full year before leaving high school. Tuition is paid by the school if students earn a B or better in the courses they take.

The culture of the school is positive due to great support from the staff. This support includes counselors who help students academically and socially. Staff coordinates clubs for students at lunch time or after school. Homework support is available during the day and after school which is supervised by staff. Activities and sports continue to help involve students in the life of the school.

5. Program Design

In order to personalize and rejuvenate spirit in the school, nests were created. There are four nests, one for each grade level that remains with those students until they graduate. Nests compete for points using a nest point system. This system motivates students to show spirit and perform well in class.

Two years ago the school embarked on a change in the discipline structure for the school and created a system involving Restorative Justice. The point of discipline is to help students realize the accountability to others for their actions and has drastically decreased the needs for suspension.

Students are required to complete four years of math, three years of science and the specialized courses designed only for MHS students. For the full list of graduation

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requirements, see Appendix: Graduation Course Sequence. This is in addition to the regular expectations for students in other area schools. Prior to entrance into ninth grade, students take a placement exam to assign them the appropriate level of instruction for math and science. Classes are comprised of students with the same instructional needs.

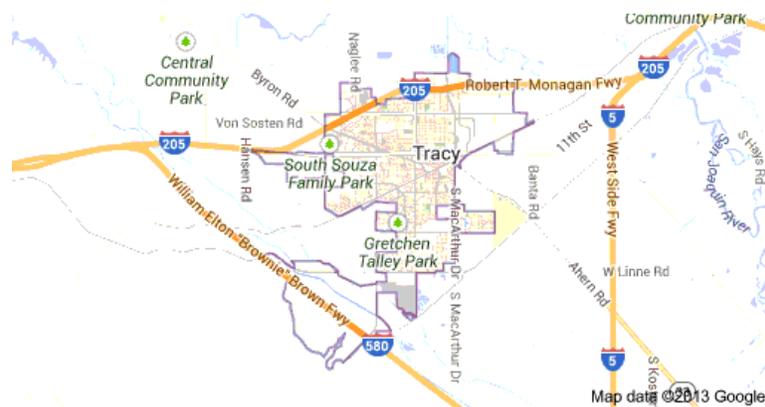
There are generally three paths for the students at MHS. Those who are not strong in math or science or those who choose not to work towards a bachelor's degree usually end on the path to a community college or vocational training. Those at grade level usually graduate and attend a two year community college or a four year college. Those in the early start or honors levels usually graduate having attained one year of college or significant credits and usually are opting for a four year university. But of course, any student can alter their own path to suit their own goals and needs.

Parents are well informed of their child's progress, the transferability of courses to other high schools, and the eligibility of courses to meet college entrance requirements through a variety of methods including Back to School Night, the Charter newsletter, and continuous access to grades through the grading system, Aeries. Teachers update the grade book weekly. Teachers also contact parent by phone or e-mail as needed.

6. Whom Will Millennium High School Serve

Millennium High School was designed to be a comprehensive four year high school serving the wide range of ability and diversity reflective of the Tracy Community. The school has been structured to meet the needs of all students by providing three distinct pathways beyond high school. Pathways prepare students for: early college enrollment in courses, four year college preparation, or vocational/community college entrance. Over the last nine years, the school has added a variety of visual and performing arts courses, athletics, and American Sign Language. The school culture is centered on student needs through positive staff support and interactions with students.

The majority of students currently enrolled at MHS reside in the Tracy Unified School District boundaries.



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Approximately fifty percent of the student population entering as Freshmen each year come from Discovery Charter. This means approximately 80% of the eighth grade class at Discovery promote to Millennium. Most students who enroll at the Tracy Learning Center intend to remain for a K-12 educational experience. There are usually opportunities for approximately 60 new students in the Freshmen class who come from other schools.

7. What It Means to be an Educated Person in the 21st Century

The instructional strategies designed to meet student needs are built upon the following significant characteristics of learning for the 21st century:

Not confined to a single place: Learning is not confined to the classroom. Rather anyone, anywhere, has access to worldwide resources with personal, wireless, pocket technology. Learning, thus, is wherever students and staff are. The School recognizes that internships and community service opportunities are great ways to enhance learning.

Not confined to a time: What truly sets Millennium High School and the Tracy Learning Center apart from other public schools is an extended academic year of 205 days coupled with extended school day hours. Learning needs are reflected in a staff schedule based on student needs.

Not confined to a single person: The School is not organized around state standards only, rather the needs of students at different levels of skill and ability are considered. Grouping for instruction is based on an entering placement test so that students are challenged but are not frustrated. Students report that they feel they are given individual and supportive help from their teachers.

Not confined to a single style: Instruction is differentiated to meet the needs of diverse learners within learning group settings.

Not confined to paper based information: Traditional textbook instruction is no longer the primary source of information. Students and staff utilize current multimedia resources for learning.

Not confined to memorization: Historically, academic success has been based on a student's ability to memorize. What is needed is a shift from equating success with rote learning to effective analytical processing skills. With the amount of information doubling in increasingly shorter periods of time and the availability of more powerful search engines, students' perception of information and their application of this knowledge become critical.

The School has also identified skills that are necessary to the success of workers and lifelong learners of the 21st century. Ninth grade students are enrolled in a class called

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Life Skills to help them set personal goals and to help them organize for the challenges ahead of them in high school. Juniors enroll in a yearlong course called Career Education, in which they learn about their interests in relationship to jobs and then learn about colleges and the requirements for them that best prepare the students for those career choices.

Communication skills: Emphasis is placed on speaking and listening, which are necessary to be effective members of society.

Reading and writing skills: There is a difference between literary reading and writing versus computer screens, technical papers, and manuals. For students of the 21st century, it is not a question of either/or, but both.

Problem solving and critical thinking: Students need the analytical skills for accessing information and applying it to real world situations using a structured problem solving process in all subject areas. It is one of the reasons why Millennium has made four years of mathematics instruction mandatory for all students.

Information literacy: This involves the ability to move beyond simple data to significant information. It includes recognizing trends in a rapidly changing world, utilizing complex search techniques, determining appropriate media for specific projects, interpreting graphical representations, and understanding technical manipulation and bias in a multimedia environment.

Technology as a tool: The focus needs to be not on technology itself, but on tasks with technology as a vehicle for learning and communicating. Linking the school to the home, as well as to the global community, technology enables us to work smarter rather than just harder.

Personal skills: The “new 21st century” essential skills in this area include goal setting, self-assessment, entrepreneurship, team learning/working, time management, and stress management for an environment of unrelenting change.

It is the belief of the school that these skills and qualities are necessary for humankind to adequately resolve tenacious and long standing problems facing our world at this time and beyond. By fostering the development of high standards of academic excellence, democratic processes, and developmentally appropriate learning experiences, the school will encourage the creative and critical thinking skills that will enable our students to find workable solutions to real world problems.

8. How Learning Best Occurs

MHS applies the best of research-proven strategies to provide a rich and rigorous academic program that gives all students the opportunity to be successful. MHS believes that learning best occurs...

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in a collaborative environment. Research has shown that school success is dependent upon collaboration and goals (Schmoker, 1996). Collaboration among teachers, between students and teachers, between parents and teachers, and administration and community, is necessary for a successful school. MHS incorporates cooperative learning for students by providing opportunities for group projects and presentations within the classroom setting. MHS has expanded the walls of the classroom to allow community members an opportunity to share work insights and experience within the Career Education class and by providing internships within the community for real work experience for all seniors.

when instruction is at the appropriate level of student intervention. (Bruner, 1980) MHS is prepared to instruct students based on prior learning and instructional needs. Courses are developed to foster literacy and skills appropriate for students in different pathways. Teachers understand the necessity for differentiated instruction to better ensure student success.

in a climate where there are measurable goals. Common Core standards are used to develop lessons with daily learning targets using a backward planning model. (Moss and Brookhart, 2012). Once unit and lesson plans are developed, staff communicates to students the desired outcomes and uses a variety of assessment tools to determine mastery. Thus, every pupil is provided with standards-aligned instructional materials.

in a climate of accountability. “What gets measured gets done.” (Schmoker, 1996) MHS has a designated data analysis coordinator who presents all data to the staff for reflection and feedback each year when CAASPP data becomes available, which becomes the basis for goals for improvement. The information is also available to parents, students and other stakeholders. Staff is so comfortable with reviewing data, it is non-threatening and welcomed as a great opportunity for improvement.

with highly specialized teachers and staff. Specialized staff development programs provide proactive instructional leadership. Darling-Hammond (1997) states, “the single most important determinant of student achievement is the expertise and qualifications of teachers.” MHS provides a broad spectrum of data-driven training opportunities and participates in selected professional development programs.

with safeguards and support for students when needed. The staff recognizes the need for a personal and caring approach for students who are not doing as well as expected. Student Academic Coaches are employed to help support students in the classroom and staff engages in a variety of strategies designed to marshal resources to help students which include homework support, tutoring, and student support meetings.

in a program that incorporates technology. Technological innovations enhance communication and hence relationships within the academic environment and provide students with the knowledge and skills to enter the business and social opportunities of the twenty-first century. Technology is used to keep parents well informed of grades

and student expectations. Teachers use Website to support learning and all classrooms use various forms of technology for teaching and learning.

9. How Millennium High School Achieves Academic Success

a. Acquiring and maintaining an excellent staff Millennium High School spends significant time advertising and hiring for new staff. Teachers are involved in the interview process. Staff that are hired are usually a part of the high school for many years. The reputation of the school has helped to attract high caliber staff candidates. After staff is hired, there are assigned mentors who help the staff member transition to the expectations and demands of teaching at Millennium. Annually, leadership identifies staff development goals based on assessment data and student needs. In-service and staff development is delivered in a variety of ways including webinars, conferences, and staff meetings. Curriculum leaders support individual subject area instructional strategies. Technology leaders help staff transition to higher levels of technological use in the classroom.

b. Homework Students are expected to complete all homework assignments. Homework includes studying, projects and daily work. There is a no late homework policy that all staff follows. Students know that missing work is problematic and won't lead to good grades. Homework is used to reinforce concepts and skills taught in class. Some classes allow time for work in class with the remaining work to be done at home. This allows for teacher support and help if it is needed.

c. Evaluation Students are given grades for all assignments entered in the grade book. Grades include classwork; homework; quizzes, tests and projects; and midterm and final exams. The breakdown is usually 25%, 25%, 25% and 10% for midterms and 15% for final exams. Students must earn a C- (70%) or better to receive credit for the course. All teachers teaching the same course give the same finals. While the school does not accept D's for credit, D's are still issued to help distinguish how poorly a student is doing in a class.

d. Student Involvement Students are involved in the daily activities of the school which help connect students and staff to one another. The school uses a variety of ways to reward involvement and interest in school activities. The "Nest point system" is used to develop friendly competition among the different grade levels. The nest points also are used to deter negative student behavior. Student leadership organizes many activities for fun and for improving the campus or community on a regular basis. Students are involved in the community through the requirement for 200 hours of community service. This requirement gives the school a significant "footprint" in the community which is greatly appreciated. The school believes that students who are involved and united will have a great investment in the work of learning.

e. Parent Involvement Parents are involved in a number of ways. The one of greatest significance for the school is that of being informed. Parents have access to gradebooks through Aeries and staff is committed to keeping grades updated at least

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once a week. Teachers maintain a website where parents can access information about the course. There is a weekly newsletter sent electronically to parents updating them on important information from counseling and other parts of the school. There is an ELAC committee which has given great ideas for supporting limited English speaking learners and reaching out to limited English-speaking parents. Parents are also a part of the parent committee for fundraising and safety. Staff responds quickly to parent concerns expressed in e-mails. While parental involvement is highly encouraged, parental involvement is not a requirement for acceptance to, or continued enrollment at, Millennium.

f. Attendance The average daily attendance rate for the high school is usually 96%, demonstrating a high level of pupil engagement. Students are expected to attend school on a regular basis. Students are allowed ten unexcused absences in a given school year. Students who have more than this number of unexcused absences are considered truant and may be asked to attend another school to allow those on the waiting list a chance to enroll. The school year consists of 205 school days, which is 25 days longer than traditional school years. The final five weeks of school are used for a mandatory FAST TRACK (this allows a student to earn a full year's credit for a course over the FAST TRACK time period.) Students use this time to either: take a course in advance, improve a poor grade, or make up a failing grade. Avoiding tardies is also important. Students who are present in school do better than those with poor attendance. Tardies are not only disruptive to the student but to the class as well.

g. Student Recognition The school understands the importance of honoring students who achieve success in a variety of ways. Some of the ways students are recognized include:

Honor roll for semesters (silver 3.0 and Gold 3.5) which is publicized in the newspaper, on the website, and in the weekly newsletter. Certificates are given with an invitation to a small breakfast celebration

End of Year Awards for each subject area and course are awarded at the yearly awards assembly. This awards ceremony is held in the presence of the entire student body and includes awards for:

Academic courses

Community service

Scholarships

Nest points

Athlete of the year

Completion of a year or more of college classes

College acceptance recognition

Military enlistments

College bound club recognition and scholarships

h. Behavior is an important ingredient to school success. Behaviors for positive student actions are listed in each classroom and supported by each teacher. Falcon Flight

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School teaches all incoming Freshmen what is expected in and outside the classroom. Teachers and student leaders support and reinforce expected behavior outcomes. Classroom management is easier in a school where all staff expects the same behavior. Nest points are awarded or deducted as a result of classroom behavior. Well managed classrooms with focused students maximize opportunities for learning.

i. Intervention for students is a key factor in supporting students falling below state standards. Homework support is offered daily for individual and group support. Teachers identify students they will mentor and support throughout the year with grade checks and encouragement. Staff identifies students in need of a student strength based intervention plan monitored on a regular basis to help the student improve. Student Academic Coaches (SAC) are in place in specific classes to help students focus and participate in class. The school requires 285 credits for graduation. Most students achieve this goal in four years, a few need more time. An extended fifth year is available for those students.

j. Advancement Students who achieve an A or B+ in Algebra 1, and Spanish 1 or 2 are especially invited to take the next level course in FAST TRACK. Other courses are offered in FAST TRACK for the student passing all courses and seeking a way to advance. By the time some students are finished with the regular tenth grade year, they are qualified to begin taking college level classes. Students are permitted, but not required, to enroll in college classes (that may be paid for by the school). These courses are usually transferable to four year colleges later. The average number of college credits seniors who take advantage of the early college start (about 47% of the students) graduate with is 17 credits.

10. Instructional Programs/Courses of Study

The instructional program at Millennium High School has been designed to meet the needs of students seeking to enter vocational programs, community colleges, and four year schools. Student population is diverse yet all subgroups meet their state goals for achievement. The adopted course of study for grades nine through twelve offers courses that are consistent with the California State Standards and the Common Core State Standards in the following areas:

- **English** includes all aspects of English including: vocabulary, grammar, mechanics of writing, reading, rhetorical writing and literature. Students are expected to read novels outside of class during summer and breaks as well as within the class structure. There is a four year requirement for English.
- **Social Science** include: geography, world history, US history, government and economics. All of these courses are required for all students.
- **Languages other than English** Students may elect to take Spanish or American Sign Language to fulfill this expectation. All students planning on attending a four year college are encouraged to take two years of Spanish or ASL. Since three years of Spanish is offered, students are counseled to take all three years.

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- **Physical Education** is required for Freshmen and Sophomores.
- **Science Students** must take three years of science for graduation. One of the sciences must be Biology. Other courses offered include: Basic science, Introduction to Biology, Chemistry, Earth Science, Forensic Science, and Anatomy and Physiology.
- **Mathematics** is considered a gateway for most college entrances and is therefore important for students. To this end, Millennium requires four years of math. All students must pass algebra. Other courses offered include: Basic Math, Intro to Algebra, Algebra 1A, Algebra 1B, Algebra, Algebra 2, Geometry, pre-calculus, calculus, and personal finance.
- **Visual and Performing Arts** students are required to take one visual and performing arts class. The courses included in this requirement are art, band, and drama and choir. There are other courses offered as electives: tech construction, film making, advanced art, computer programming, Speech and Debate, Leadership, and Academic Decathlon.
- **Career Education** This includes the upper classmen requirements for a full year course called Career Education which explores college and careers as well as introducing students to guest speakers engaged in a wide variety of professions. During Senior year, all students must participate in a **half year student Internship**. Students compete for intern positions within the community and are expected to work a minimum of ten hours a week in that placement. They are also expected to attend a seminar once a week. Both courses are a requirement for graduation.
- **Life Skills** helps students prepare for junior year Career Education by helping them set goals, identify interests and learn the importance of education as a gateway for future goals. This course is required for all Freshmen.
- **Other Electives** Students may enroll in college level classes to serve as the elective requirement.
- **Community Service** is another requirement for graduation. Students must complete 200 hours before graduation. Involvement in community service often helps a student explore possible career choices.
- **School Wide Outcomes** are assigned to each grade level. The outcomes include: citizenship, collaboration with others, effective communication, self-directed learning, and critical thinking. Each year students are assigned projects to help indicate their growth in these outcomes. The projects are graded with a rubric and are required for graduation.

All courses reflect the California Implementation Plan for the Common Core State Standards.

The four year pathway graduation requirements are reviewed with each student individually each year when planning for the next year's student schedule. A copy of the pathways list used to individually plan student's coursework throughout the four years is included.

11. Curriculum and Materials

Curriculum

The curriculum of MHS is consistent with the adopted California State Standards expectations. Moreover, MHS programs provide students with access to a broad course of study as defined in Education Code section 51220. Understanding students' areas of strength and the development of the total child is emphasized at MHS. Millennium High School believes that learning is not confined to a single person at a single time from a single source, and therefore does not use textbooks as the primary source of information for instruction. Instead, teachers utilize multiple resources, including, but not limited to, the internet, textbooks, videos, student presentations, speakers, field trips, and nonfiction articles from print sources. Resources chosen reflect the standards set by the State of California, and are beginning to reflect the Common Core Standards. The following is a brief summary of the general curriculum studied in high school.

English (all core classes)

Each of the four years of English has a specific purpose, but all classes utilize reading, writing, grammar, and vocabulary as means of developing student understanding of the English language, both in its technical aspects as well as in its creative aspects.

In **English 1**, students are beginning their preparation for college study. They read a variety of fiction and nonfiction texts, as well as analyzing these texts for theme, historical influence, and literary devices. Vocabulary and syntax are a very strong component of this course, and application in reading, writing, and speaking is implemented.

In **English 2**, there are two main areas of emphasis: writing and literature. Various writing strategies are taught in order to respond to diverse prompts. Students spend a considerable amount of time reading literature of all kinds in an effort to not only improve reading skills, but also to improve student ability to analyze and draw conclusions from the text and be able to support those conclusions with sufficient evidence. Complete novels are read in class in addition to assigned outside reading. Nonfiction is a critical part of reading in this course that includes annotation of articles.

In **English 3**, students are focused on American Literature with an emphasis on pursuit of the American Dream. In addition, essay writing, grammar usage, and vocabulary continue to be an important and students begin to look at college entrance tests such as the SAT and ACT as well as college and scholarship applications. The class is centered on student involvement and discussion, as well as written reflection, oral presentations, and various types of assessments.

English 4 is a mix of continuing to develop the necessary components of English fluency, but also preparing students to use the concepts already learned to make new

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analyses and conclusions. The class emphasizes strategies within the writing process and develops techniques to improve clarity of writing while developing writing fluency and editing for grammatical and mechanical accuracy. Students will again use literature, with a focus on analysis, writing, discussion, debate, and research-based activities.

Mathematics (all core classes)

MHS offers ten math courses designed to improve mathematical fluency and to develop problem-solving skills. Millennium has a four-year math requirement, which provides additional instructional minutes in math over the course of high school.

Basic Math is a fundamental course for those who are not masterful in whole numbers, fractions, or decimals.

Introduction to Algebra continues to build basic skills and adds some work with integers.

Algebra 1A is the first part of traditional algebra for those who need more time. It is a full year course.

Algebra 1B is the second half of traditional algebra and is taught for a full year for those who need a slower approach.

Algebra 1 is a beginning course in algebra. Topics covered are those included in the California State Frameworks and the Common Core State Standards. It is a full year course.

Algebra 2 is unique at MHS as it directly follows Algebra 1 for most of our students rather than Geometry. Again, the focus is on the California State Frameworks and the Common Core State Standards, but is also designed to prepare students for Pre-Calculus with a fundamental knowledge of trigonometry. Algebra is a prerequisite for this course. Students must have achieved a C+ or higher in Algebra.

Geometry covers the concepts laid out in the California State Frameworks and the Common Core State Standards. Due to the sequencing of our courses, students taking Geometry have a more solid foundation in Algebra, and so are able to better manipulate the algebraic concepts presented in the course.

Pre-Calculus is a course designed to prepare students for the field of calculus. The course focuses on periodic functions, trigonometry, combinations on sinusoids, vectors, probability, matrices, conic sections, polar coordinates, sequences and series, and rational functions. There is a prerequisite for this course of a C+ or higher in Algebra 2.

Calculus is an introductory course into single variable calculus with an emphasis on limits, continuity, differentiation and integration, and graphing with application.

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Personal Finance is designed to educate students about sound money management skills and the financial planning process. Furthermore, the course aims to help students begin to develop positive behaviors that are necessary to be financially mature, which will help them have a more secure financial future.

Science (all core classes)

Basic Science is offered to incoming Freshmen who are equally low in reading and math skills and need a slower introduction to high school science.

Introduction to Biology is designed as a non-intimidating introduction to Biology. This is not a traditional Biology course. Rather than placing an emphasis on the details of biological processes, this course seeks to challenge students to understand the general concepts. The same topics are covered as in a traditional Biology course, but the depth is much less and the pacing is slower in order to build a solid foundation for later courses.

Biology is a laboratory science that covers the study of living things using a molecular approach. Scientific processes and laboratory skills are emphasized along with scientific writing skills and the connections between Biology and the other sciences. Students research current biological issues and investigate ethical issues.

Chemistry is designed to introduce students to basic chemical principles with a focus on mathematics. Students are required have Algebra 2 as a prerequisite or corequisite for the course to ensure that the concepts are learned at more than a superficial level.

Earth Science is designed to introduce students interested in science-related fields to the study of Earth Science. Students will learn what makes Earth unique to other planets in the solar system. This course will discuss the most modern theories on the formation of the planets, the moon, and our solar system. This class also discusses various theories in Earth's history, such as its five mass extinctions where 99% of all life perished. Topics studied in the course are Earth's history, plate tectonics, weathering and erosion, glaciers, the atmosphere, oceans, and the bodies in the solar system.

Forensic Science is a laboratory-based introduction to the analysis of crime scenes by collecting and analyzing physical evidence. This course is designed to integrate the core scientific disciplines while giving students both theory and hands-on experience with the skills and knowledge required of a forensic crime scene investigator. In addition to studying the various types of physical evidence, students will also discuss the ethical, legal, and social concerns surrounding forensics. Process skills will include comparative analysis, critical thinking, deductive reasoning, interviewing, observation, organization, problem solving, research, communication, evidence collection, lab safety, and technical reading.

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Anatomy and Physiology is designed to introduce students interested in science-related fields to the study of Human Anatomy and Physiology with emphasis on the systems of the body and how they are interrelated. This is a yearlong laboratory-based course of intense studies of the human body including a comparative anatomy dissection lab using a fetal pig.

Social Studies (all core courses)

Social Studies consists of a four-year requirement, including Geography, World History, US History, and Government/Economics. Throughout the four years, students are introduced to the world, both in a physical and cultural sense.

In **Geography**, students learn about the distribution and relationship among various physical and human phenomena throughout the world's regions, and to understand why these distributions occur by analyzing the elements that produce them.

In **World History**, students learn about the key events that had a lasting and persistent impact on modern human history from the late 18th century to the present. Students are encouraged to reflect on the complexities and path of modern history, which will result from a variety of perspectives on world conflicts and issues.

In **US History**, students are familiarized with the events that shaped modern America. The focus of the class deals with the transformation of the country over time and how the events of US History relate to events of the current day.

In **American Government**, the purpose is to look behind institutions, practices, and benefits to appreciate how we are governed. **Economics** is designed as an introduction to the methodology and analytical tools used by economists, with emphasis placed on both macroeconomics and microeconomics. Each of these courses is a semester.

Visual and Performing Arts

Art is an introductory course that is a comprehensive study of fundamental art skills with a strong emphasis on the elements of art and the principles of design. Students will have to solve a wide variety of visual problems that are designed around the five content strands of the Visual and Performing Arts Standards. Students will have the opportunity to experiment with a variety of two-dimensional art media while they are engaged in creative exploration. Art history and aesthetic valuing will be strategically interwoven throughout each unit of study.

Advanced Art is a drawing and painting course based on the idea that the true nature of an artist is to create significant meaning through visual expression. Therefore, the overall goal of this course is to help students become more personally expressive in their works of art by placing an emphasis on content while improving their level of technical skill throughout the creative process. Advanced Drawing and Painting is a

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course for those students who have successfully completed an introductory 2-D art course and/or show an intermediate to advanced understanding of 2-D media and design.

In **Drama**, students explore different styles of theatre, learning about the specific elements that are unique to each one. Styles will include a range from Japanese Kabuki theatre, Italian Comedia Del Arte, Improvisational Acting, as well as Classical and Modern genres of performance. The class will serve as a total exposure to most areas involved in the performing arts; Culminating in projects that will engage the students on skills in Acting/Performance, Creativity/Design, and Leadership/Directing. The level for this class is structured for beginning to intermediate levels of experience, giving even the most 'stage shy' a chance to learn in a comfortable, engaging, and dynamic atmosphere. This class will culminate in at least two public performances that will be open for parents, friends, and fellow students' enjoyment.

Beginning Band is designed for incoming freshmen and other students who have had some sort of music prior to Millennium High School. Instruction for this ensemble focuses on the preparation of music in a variety of styles for performance and on the development of band techniques. Band techniques include: tone, rhythmic accuracy, technical facility, articulation, intonation, balance, blend and musical expression. During the fall all Wind Symphony members participate in the Marching/Pep Band. The Marching/Pep Band performs at all home football and basketball games, field show competitions on a local and state level, and parades. The emphasis of the marching program is on student learning through teamwork, student leadership, and the highest quality performance experience in the contemporary marching band activity. Marching Band is the only activity on campus where all grades (9-12) collaborate together each and every day.

Marching Band/Advanced Band is the advanced instrumental performance ensemble at Millennium High School. Instruction for this ensemble focuses on the development of advanced performance techniques and performance of standard repertoire. During the fall all Wind Symphony members participate in the Marching/Pep Band. The Marching/Pep Band performs at all home football and basketball games, field show competitions on a local and state level, and parade. The emphasis of the marching program is on student learning through teamwork, student leadership, and the highest quality performance experience in the contemporary marching band activity. Marching Band is the only activity on campus where all grades (9-12) collaborate together each and every day.

Color Guard This course prepares students for performances in conjunction with the band for competition and parades.

Choir This is a vocal choir class in which students develop singing skills and perform for concerts and other events.

Languages Other than English (all core courses)

ASL 1 is a first year course studying American Sign Language, the language used by the deaf. The course covers finger-spelling, basic signs, common phrases and conversational skills, as well as an understanding of and appreciation for deaf culture.

ASL 2 is a more advanced course, introducing new vocabulary and conversational skills, along with furthering understanding of and appreciation for deaf culture.

ASL 3 is the final year of the study of ASL and allows students to excel in the techniques of the language.

Spanish 1 is a beginning course in Spanish with an emphasis on communication, listening and speaking, as well as reading and writing. Specific teaching techniques and modifications are used to facilitate a smooth transition into Spanish 2.

Spanish 2 is a continuation of the foreign language study from Spanish 1. Emphasis is on cultural understanding, creation of advanced dialogue using more complex sentence structure and appropriate verbiage, and reading historical texts.

In Spanish 3, students will be expected to be able to read, speak, and write about topics such as the differences of culture between the United States and other countries with Spanish speaking citizens. Students will discuss local American customs, popular culture, music, international events and literature from around the globe. Students also will keep a diary throughout the school year.

Physical Education (non-core)

The intent of MHS that all students have access to a high-quality, comprehensive, and developmentally-appropriate physical education program on a regular basis. Physical education at Millennium High School is an amalgamation of fitness and athletic competition. The course is based around the California State Standards. The students are expected to achieve a high level of aerobic and anaerobic conditioning. Students are required to participate in the following team sports; football, soccer, basketball, and baseball. The course also introduces new activities such as; Frisbee, Frisbee golf, team handball, indoor soccer, volleyball, and track and field. All of the students are tested regularly on their aerobic capacity and anaerobic improvement.

Elective Courses (non-core)

The purpose of the **Leadership Class** is to teach students the skills needed in order to be an effective leader. Students practice these skills through planning rallies, dances, school events, etc. Leadership students are responsible for selling spirit wear at home sporting events, promoting school pride and are taught how to budget appropriately for

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activities throughout the year. The Leadership Class provides students with the unique opportunity to become a leader of our school and make decisions that affect the student population.

Technical Construction will explore simple woodcraft projects geared to teach basic wood shop skills. Students will work with hand tools and power tools while completing five projects throughout the year. Geometry will also be covered in the class using a program known as Construction Geometry. Math is not a prerequisite for the course; however, a portion of the grade is going to be based on the completion of math projects. Special projects will be granted to students who display a level of aptitude in the class. These projects are decided by the teacher on an individual basis.

Filmmaking uses a broad range of genres to create a dynamic compare-and-contrast structure of older and modern cinematography. By using this approach the students are able tackle critical thinking projects and research assignments geared to enhance their appreciation for the art of filmmaking. The students, in turn, create films.

Speech and Debate is a class designed to help prepare students for the art of debating and presenting for competition.

Decathlon is preparation for academic competition at the county level.

Enrollment in College Classes is permitted if students have A's and B's in classes they have taken in high school and are juniors or seniors seeking additional elective classes. Students are encouraged to take classes which are transferable to a four year school and are given guidance with registration and selection of courses. If a student earns a B or better in the course, tuition is reimbursed by the school. Students average approximately 17 college credits completed at the time of graduation.

Other Requirements

Career Education (non core) is designed to prepare students for senior internships. Students research occupations of interest and post-high school educational opportunities. Furthermore, students will learn specific skills to improve interviewing techniques, create résumés, and discuss appropriate attire. In addition, students will listen to presentations by professionals of the community to help students understand all aspects of the varying occupations. Lastly, we will take field trips to different universities/vocational schools throughout Northern California. The field trips will be offered to juniors who meet the eligibility requirements.

The **Senior Internship and Seminar (non core)** class provides students with an opportunity to intern at a local place of employment or maintain a part-time job in order to prepare them for the world of work. Students interview for their internship either at the end of their junior year or in the fall semester of their senior year. Students will work a minimum of 10 hours per week at their internship or job site and attend the seminar class once per week. The seminar class will provide them with an opportunity to learn

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from one another what it is like to be in the workforce. The seminar class will also cover topics that will prepare them to be an asset to any organization.

Life Skills (non core) stresses the importance of making good, sound choices while in high school and beyond. Students develop and present a personal mission statement that reflects their own personal values. Collaboration, communication, interpersonal group interaction and complex thinking are not only encouraged, but a requirement. Students are taught to not compromise, but to look for new, better WIN-WIN solutions when presented with problems. Students are also taught the importance of understanding others before they can ever truly be understood. Diversity is celebrated rather than shunned or merely tolerated.

Materials

MHS may utilize curricular materials for the core content areas that have been selected based on an analysis of their alignment with California State Standards and Common Core standards. All materials that are used also fit with the school's instructional philosophy of an academically rigorous curriculum.

12. Operations, Projected Enrollment, and Instructional Minutes

Operations

The grade level configuration is 9-12. The approximate student to teacher ratio is 27:1.

Projected Enrollment

Millennium expects to maintain enrollment of 560 students throughout the renewal term, which is our current enrollment capacity, and there is usually a waitlist of students eager to enroll. At the beginning of the 2018-19 school year, there were approximately 10 students on the waitlist.

Instructional Minutes

The instructional calendar is 180 days per year with a daily bell schedule from 7:55 a.m. to 3:55 p.m., with an additional 25 days with a daily bell schedule from 7:55 a.m. to 12:30 p.m. The amount of instructional minutes may vary according to the California Department of Education's (CDE) requirements for charter schools.

In California, there are both required and recommended actions regarding courses of study and the instructional time needed to deliver them to secondary students. In the absence of either the *Education Code* or a recommendation from the *State Board of Education* and the *California Department of Education*, external recommendations from national subject area associations are given as guidelines. MHS may utilize the CDE and National Subject Area Associations' recommendations for courses of study and instructional time. The law does not require a specific number of minutes of English

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Language Development for English Learners (EL) in charter schools. MHS has the discretion to determine the amount of time appropriate for students at different English language proficiency levels. EL instruction is embedded throughout the instructional program.

MHS students will receive, at a minimum, the following number of instructional minutes for the school year. However, to expand the opportunities for all students, we will extend the school's instructional day. The table below shows the amount of minutes, on an annual basis, in excess of the State minimum (Education Code § 47612.5) that may be added to allow for this feature of our program.

Grade Level	State Minimum Number of Instructional Minutes	# of additional instructional minutes	MHS Instructional Minutes
9-12	64,800	+18,600	83,400

MHS provides “beginning-to-end” instruction and increased daily instructional minutes to provide amplified time for learning in the core curriculum, while maintaining the integrity of our non-core programs such as Physical Education, Music, Foreign Language, etc. The increased instructional minutes, as well as our FAST TRACK program, allow for enrichment as well as remediation.

13. Addressing the Needs of All Students

MHS strongly believes that when both teachers and parents collaborate on addressing unique student needs and barriers preventing academic success, students *will* succeed. Teachers meet regularly to compare their student data, discuss student performance and concerns, and discuss instructional strategies, interventions, and enrichment.

MHS is designed to serve all students, including those who would be at risk of achieving below standards on state exams. MHS identifies at-risk students based on standardized tests and those who are not meeting expectations on classroom assessments. There is targeted intervention by the Student Support Coordinator. In addition, MHS offers Homework Support.

Students Achieving Above Grade Level

There are many opportunities for students who achieve above grade level at MHS. FASTTRACK (further described below) gives students the opportunity to take classes ahead of schedule so that they have time in their day for enrichment such as leadership, debate or decathlon or to take college classes. All advanced students have time in their schedule to make college classes for dual-enrollment. The students are limited to 11 credits a semester with most taking at least two courses for 6 credits. The students also compete for internships which give them opportunities to see professional careers in reality before choosing that major in college.

Students At-Risk of Low Achievement

MHS screens the following data to identify at-risk students:

- Students who are at least one year below grade level in the areas of reading, writing, math, and oral language as identified by interim assessments
- Students recommended for academic intervention
- Students failing one or more subjects

Intervention

The intervention plan for students not meeting academic expectations at Millennium High School is multifaceted. All students are given the opportunity to attend Homework Support, an afterschool program, where students receive additional help with school work or simply have a quiet place to complete assignments. Homework Support is staffed by teachers and student tutors. Most teachers are available for additional help during the lunch hour to reteach concepts that students are experiencing difficulty.

After the first quarter, students who have two or more failing grades are identified and matched with an administrator, counselor, or teacher for weekly grade checks. During the weekly grade checks, the designated person discusses areas of concern, missing assignments, areas of success, and keeps a weekly chart of the students' progress. Over a period of time, the adult and the student are able to identify why a student may not be reaching academic goals. Along with weekly grade checks, the counseling department conducts monthly SST's for students with academic, behavioral, and social issues. The parents, counselors, and students set reachable goals for the student and monitor the student's success and look for avenues to encourage students to continue working toward specific goals.

FASTTRACK is a program unique to Millennium High School. Students attend school for half-a-day for five weeks and focus on one class. Students use this time to remediate a class previously failed, better a grade in a class already taken, or take a class to get ahead in studies. In the case of low performing students this is a better way to recover credits than attending adult school. If a student cannot recover all credits needed to graduate, they are offered a fifth year of high school.

Student Success Team

If a student is experiencing difficulty either academically or socially, the classroom teacher uses intervention strategies to remedy the problem. When further measures are required, the teacher or parent can request an SST meeting. The team may include the parents, the classroom teachers, an administrator or designee, the Student Support Coordinator, counselor, research specialist, psychologist, and student, as deemed appropriate. The team identifies the student's strengths and weaknesses, and develops a success plan, based on resources the student identifies as useful. The plan includes a follow-up meeting. In some cases, the team will meet with the student and the parent

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for a number of times over the course of several months to help the student improve. Students who need psycho-educational testing may be referred through the Student Success Team.

Economically Disadvantaged Students

Students requiring financial support are given opportunities to apply for free or reduced lunch. The school does not qualify to receive reimbursement for the costs of meals through state or federal nutrition programs, but Millennium provides eligible students with free or reduced-price meals and those costs are reflected in the budget. The extended school year gives these students access to twenty five days of free or reduced lunch.

All students may participate in athletics and field trips which are part of the educational program free of charge. Fundraising opportunities exist, but participation in these activities is not contingent on participation in the fundraisers. Supplies needed for classes are provided.

Parents are provided with lists of outside agencies that can support needs that may arise.

English Learners (EL)

MHS has identified a designated EL coordinator and assistant who ensure that students are tested and reclassified if necessary and monitors intervention support given to these students within the regular classroom structure. Teachers complete monitoring forms monthly. These are checked by the coordinators. If teachers feel they need further assistance or ideas for support, the coordinator works with the teacher in the classroom. Monitor forms and the interventions used are reviewed annually to decide what level of assistance students continue to need for the future. Homework support is provided for students who need help with homework or to check grades. Students not making progress are evaluated using an SST process to identify a plan for making progress more possible. Classroom teachers are all CLAD certified and use SDAIE strategies for ELD standards not only with EL students but all students since these strategies have proven to be highly effective. Teachers are trained in differentiation of instruction strategies and the use of scaffolding. Vocabulary development is a part of the curriculum in each subject area. Most classrooms use a variety of visual support such as YouTube and power points as well as printed notes for student use to study and for teaching in the classroom.

Identification of ELs

MHS follows all applicable laws in serving its EL students, including full-inclusion in the classroom, and, as needed, small group instruction and/or individual instructional accommodations in the classroom.

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MHS administers the Home Language Survey upon a student's enrollment. All students who indicate that their home language is one other than English, are administered the English Language Proficiency Assessments of California (ELPAC) within 30 days of enrollment, unless they have previously taken the ELPAC. Those identified as EL will take the ELPAC annually thereafter until reclassified as Fluent English Proficient (R-FEP). Students reclassified as R-FEP are monitored for 4 years.

MHS notifies all parents of EL students prior to ELPAC administration. Parents will receive ELPAC results within 30 days of MHS receiving results from the publisher. The ELPAC is one metric used to determine qualification to reclassify an EL student as R-FEP. The Tracy Learning Center (TLC) sends a staff member to state-sponsored or regional ELPAC trainings, and in turn, they train other staff to administer the ELPAC to students.

EL Servicing

MHS offers a full-inclusion program for our EL students with support as needed within the classroom. Students have the opportunity to receive guidance and support from the EL coordinator. Our ELAC committee provides help and resources to parents and students.

Exiting the ELD Program

The criteria for determining when a student should exit the ELD Program is as follows:

- ELPAC results: Level 4 or Level 3 (with no sub-skills scoring less than level 3 in reading, writing, language, and speaking);
- Comparison of performance in basic skills on annual statewide assessments with scores of Standard Met or Standard Exceeded in English-Language Arts/Literacy and Math;
- Teacher evaluation (term grades must be a C or better in all core academic subject areas for students in grades 9-12);
- Writing rubric, which will serve as an additional multiple measure (grade-level writing samples must score a 3 or better on a 4 point-maximum rubric scale); and
- Parental opinion and consultation.

Prior to students exiting the ELD program, the EL Coordinator and site administration will obtain parent approval. If the student is receiving Special Education services, an IEP team meeting is held and an addendum is submitted to reflect that the student being reclassified is based upon a learning disability rather than a language barrier.

MHS has a track record of success in moving EL students towards English proficiency, as evidenced by the 86% of enrolled EL students who transition to R-FEP students during their high school careers. Further progress of EL students will be reviewed annually in the school's LCAP.

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EL and R-FEP pass rates for California High School Exit Exam (CAHSEE)

School Year	Pass Rate EL First Attempt	Pass Rate R-FEP First Attempt
2014-15	0% (4 Students tested)	100% (13 students tested)
2015-16	13% (7 Students tested)	85% (26 students tested)
2016-17	89% (9 students tested)	94% (35 students tested)

14. Plan for Servicing Students with Disabilities

Overview

MHS shall comply with all applicable state and federal laws in serving students with disabilities, including but not limited to the Individuals with Disabilities Education Improvement Act of 2004 (“IDEA”), Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and any other civil rights enforced by the U.S. Department of Education Office of Civil Rights (“OCR”). MHS is currently deemed a public school of the District in accordance with Education Code Section 47641(b). MHS reserves the right to apply for membership as a local educational agency (“LEA”) to a special education local plan area (“SELPA”) approved by the State Board of Education and to be deemed its own LEA for the purpose of compliance with special education law. MHS shall notify the District within five (5) days in writing of its intent to apply to any SELPA and shall immediately inform the District in writing of any acceptance.

MHS shall also comply with all SELPA policies and procedures, and shall utilize appropriate SELPA forms.

Section 504 of the Rehabilitation Act

MHS shall be solely responsible for its compliance with Section 504. The facilities to be utilized by the Charter School shall be accessible for all students with disabilities.

MHS 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 Charter School. Any student, who has an identified disability, which substantially limits a major life activity including, but not limited to learning, caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working, shall receive supports necessary to receive FAPE.

A 504 team will be assembled by the Executive Director and should include the parent/guardian, the student (where appropriate), and other qualified persons knowledgeable about the students, the meaning of the evaluation data, placement options, and accommodations. The 504 team will review the student’s existing records, including academic, social, and behavioral records, and other further assessments as required to determine eligibility, and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been

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evaluated under the IDEA but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by appropriately trained personnel, which will evaluate the nature of the student's disability and the impact upon the student's education. The 504 team may also consider the following information in its evaluation.

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

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

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

The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications, or services that may be necessary.

All 504 team participants, parents, guardians, teachers, and any other relevant participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 Plan. The site administrator shall ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she review the 504 Plan with a long-term substitute. 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, needed modifications to the plan, and continued eligibility.

Services for Students under the "IDEA"

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So long as MHS operates as a public school of the District, solely for purposes of providing special education and related services under the IDEA pursuant to Education Code Section 47641(b), in accordance with Education Code Section 47646 and 20 U.S.C. 1413, MHS seeks services from the District for special education students enrolled in the Charter School in the same manner as is provided to students in other district schools. The District will provide special education services for students enrolled in MHS to the extent required by law. All special education programs and services shall be in compliance with District and SELPA policies and procedures. An annual meeting between MHS and the District to review special education policies, procedures, protocols, and forms of the District and the SELPA and District protocol, will ensure that MHS and the District have an ongoing mutual understanding.

MHS acknowledges the importance of cooperating with the District so that the District can provide special education services to MHS students.

Staffing

Although the District will hold ultimate responsibility for providing Special Education services (so long as MHS operates as a school of the District for purposes of special education), MHS is committed to ensuring all IEPs are properly implemented and all students requiring services are adequately served. All special education services at MHS will be delivered by individuals or agencies qualified to provide special education services as required by California's Education Code and the IDEA. Identified MHS staff may participate in all mandatory District in-service training relating to special education and shall participate in in-service training as directed by the District.

The District will be responsible for the hiring, training, and employment of site staff necessary to provide special education services to MHS students, including, without limitation, special education teachers, paraprofessionals. The District shall be responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to Charter School students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists.

Identification and Referral

MHS shall have the responsibility to identify, refer, and work cooperatively with the District in locating MHS students who have or may have exceptional needs that qualify them to receive special education services. The District shall provide MHS with any assistance that it generally provides other schools of the District in the identification and referral processes, including problem solving plans, student teams, and other intervention efforts. Parent requests for special education assessment will trigger legal timelines, and MHS will follow all legal and District mandates for a timely response. Parents will be informed that special education and related services are provided at no cost to them.

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The District will ensure that MHS is provided with notification and relevant files of all students who have an existing IEP and who are transferring to MHS from a District school upon request.

Assessments

The term “assessments” shall have the same meaning as the term “evaluation” in the IDEA, as provided in Section 1414, Title 20 of the United States Code. The District will determine what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with the District’s general practice and procedure and applicable law. MHS shall work in collaboration with the District to obtain parent/guardian consent to assess MHS students. MHS shall not conduct special education assessments.

IEP Meetings

Upon completion of the assessment, an IEP team will be assembled to review the results of the assessment and determine the student’s need for special education. The District shall arrange and notice the necessary IEP meetings. IEP team membership shall be in compliance with state and federal law. MHS shall be responsible for having the following individuals in attendance at the IEP meetings or as otherwise agreed upon by the District and MHS: the Executive Director and/or the Charter School designated representative with appropriate administrative authority as required by the IDEA, the student’s general education teacher, parents, the student, if appropriate, and other MHS representatives who are knowledgeable about the student. MHS understands that the District shall arrange for the attendance or participation of all other necessary staff that may include, but are not limited to, an appropriate administrator to comply with the requirements of the IDEA, a speech therapist, psychologist, resource specialist, and behavior specialist, and shall document the IEP meeting and provide notice of procedural safeguards.

IEP Development

MHS understands that the decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education shall be the decision of the IEP team, pursuant to the District’s IEP process. Programs, services, and placements shall be provided to all eligible MHS students in accordance with the policies, procedures, and requirements of the District and of the SELPA and State and Federal law.

IEP Implementation

A copy of the IEP shall be given to the parent in accordance with state laws and District or SELPA policies. Upon the parent or guardian’s written consent, the IEP will be fully implemented by MHS in conjunction with the District. MHS shall assist the District in implementing IEPs, pursuant to District and SELPA policies in the same manner as any other school of the District. The District and MHS will need to be jointly involved in all

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aspects of the special education program, with the District holding ultimate authority over implementation and supervision of services. As part of this responsibility, MHS shall provide the District and the parents with timely reports on the student's progress as provided in the student's IEP, and at least as frequently as progress reports are provided for MHS's non-special education students, whichever is more.

Interim and Initial Placements of New Charter School Students

The District and MHS shall conduct an IEP meeting within thirty days for students who enroll in the Charter School from another school district outside of the SELPA with a current IEP. Prior to such meeting and pending agreement on a new IEP, the District and MHS shall implement the existing IEP at MHS, to the extent practicable.

Non-Public Placements/Non-Public Agencies

The District shall be solely responsible for selecting, contracting with, paying for, and overseeing all non-public schools and non-public agencies used to serve special education students. MHS shall not hire, request services from, or pay any non-public school or agency to provide services to special education students without the prior written approval of the District unless otherwise agreed to in the Special Education MOU. MHS shall immediately notify the District of all parental requests for services from non-public schools or agencies, unilateral placements, and/or requests for reimbursement.

Non-discrimination

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

Parent/Guardian Concerns and Complaints

MHS shall work collaboratively with the District to respond to parental concerns or complaints related to special education services. MHS shall immediately notify the District of any concerns raised by parents. In addition, MHS and the District shall immediately bring to the other's attention any concern or complaint by a parent/guardian that is in writing and/or which involves a potential violation of state or federal law.

The District's designated representative, in consultation with MHS's designated representative, shall investigate as necessary, respond to, and address the parent/guardian concern or complaint. MHS and the District shall timely notify the other of any meetings scheduled with parents/guardians or their representatives to address the parent/guardian concerns or complaints so that a representative of each entity may attend. The District, as the LEA, shall be ultimately responsible for determining how to respond to parent concerns or complaints.

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MHS and the District shall cooperate in responding to any complaint to or investigation by the California Department of Education, the United States Department of Education, or any other agency, and shall provide timely notice to the other upon receipt of such a complaint or request for investigation.

Due Process Hearings

The District may initiate a due process hearing or request for mediation with respect to a student enrolled in MHS if the District determines such action is legally necessary or advisable. MHS agrees to cooperate fully with the District in such a proceeding. In the event that the parents/guardians file for a due process hearing, or request mediation, the District and MHS shall work together to defend the case. In the event that the District determines that legal representation is needed, MHS agrees that it shall be jointly represented by legal counsel of the District's choosing.

MHS understands that the District shall have sole discretion to settle any matter in mediation or due process. The District shall also have sole discretion to file an appeal from a due process hearing or take other legal action involving any MHS student necessary to protect its rights.

SELPA Representation

MHS understands that the District shall represent MHS at all SELPA meetings and report to MHS about SELPA activities in the same manner as is reported to all schools of the District.

MHS shall participate in state and federal funding for special education in the same manner as any other public school of the District. The District shall ensure that MHS receives an appropriate share of special education funding and services, including administrative and support services, as described in Education Code section 47646.

15. A Typical Day

The day begins with a call to Unity at 7:55. The student body meets for a unifying message and announcements which is led by the administration. Then the students report to their first period class. Classes are one hour in length with a three minute passing period. The students break for lunch and depending on the master schedule there is either one or two periods for lunch. Teachers are present during lunch and coordinate clubs for students during lunch time. The day continues with the afternoon classes. In total the students take seven classes a day if they are 9th or 10th graders, while the load typically becomes less for 11th and 12th graders due to advantage of FASTTRACK. Typically juniors are in class for four or five periods a day and then have time for college classes or electives such as speech and debate, leadership, or

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decathlon. Seniors usually take four classes and their internship which is ten hours a week for a semester.

After school, there are many students who participate in several different sports practices or band practice for several hours after school. The high school offers a wide variety of sports. This is considerable for a charter and is close to all that is offered in comprehensive high schools. The only exception is wrestling and water polo. The school facility has a baseball-softball field for sports, but all other sports are played at district facilities which makes it hard to keep a fan base since it is not consistent fields.

16. Goals and Actions Aligned to State Priorities

For a description of the school's annual goals for all pupils and for each subgroup of pupils, to be achieved in the state priorities that apply for the grade levels served or the nature of the program operated, and specific annual actions to achieve those goals, please see the chart found under Elements 2 and 3, below.

Element 2: Measurable Student Outcomes and Element 3: Method By Which Pupil Progress Toward Outcomes Will Be Measured

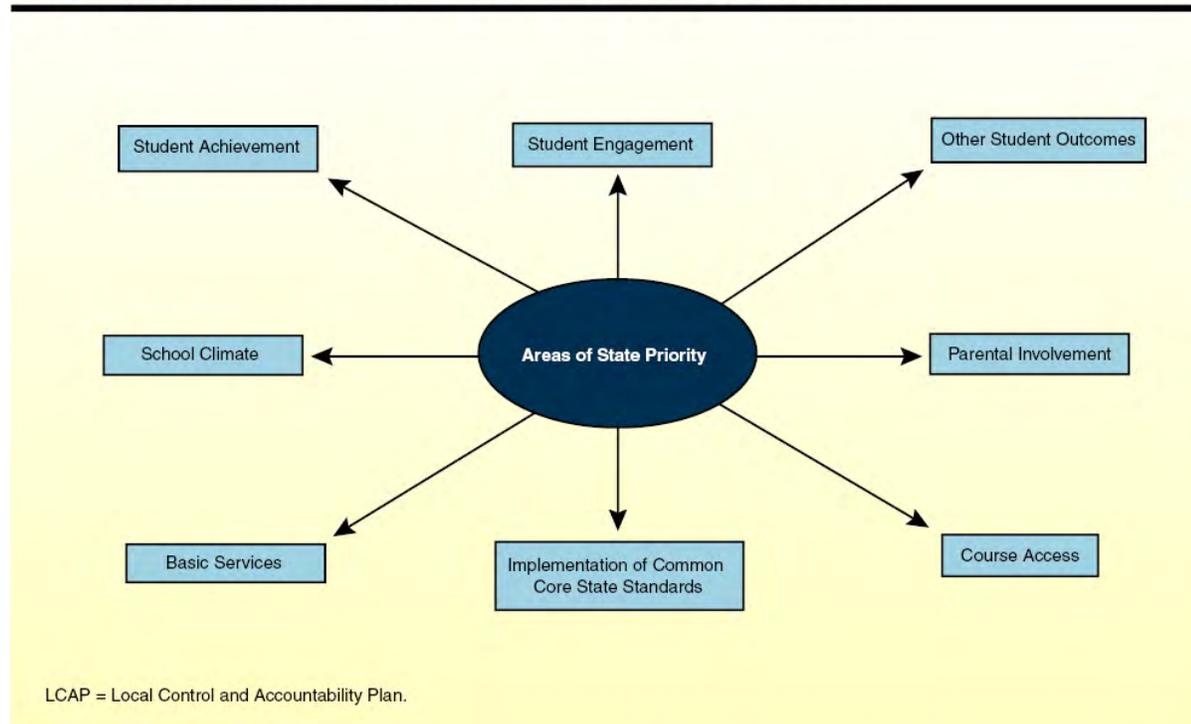
“The measurable pupil outcomes identified for use by the charter school. “Pupil outcomes,” for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school’s educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school.” Education Code § 47605 (b)(5)(B)

“The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable the method for measuring pupil outcomes per state priorities shall be consistent with the way information is reported on a school accountability report card.” Education Code § 47605 (b)(5)(C)

1. Measurable Student Outcomes

Figure 7

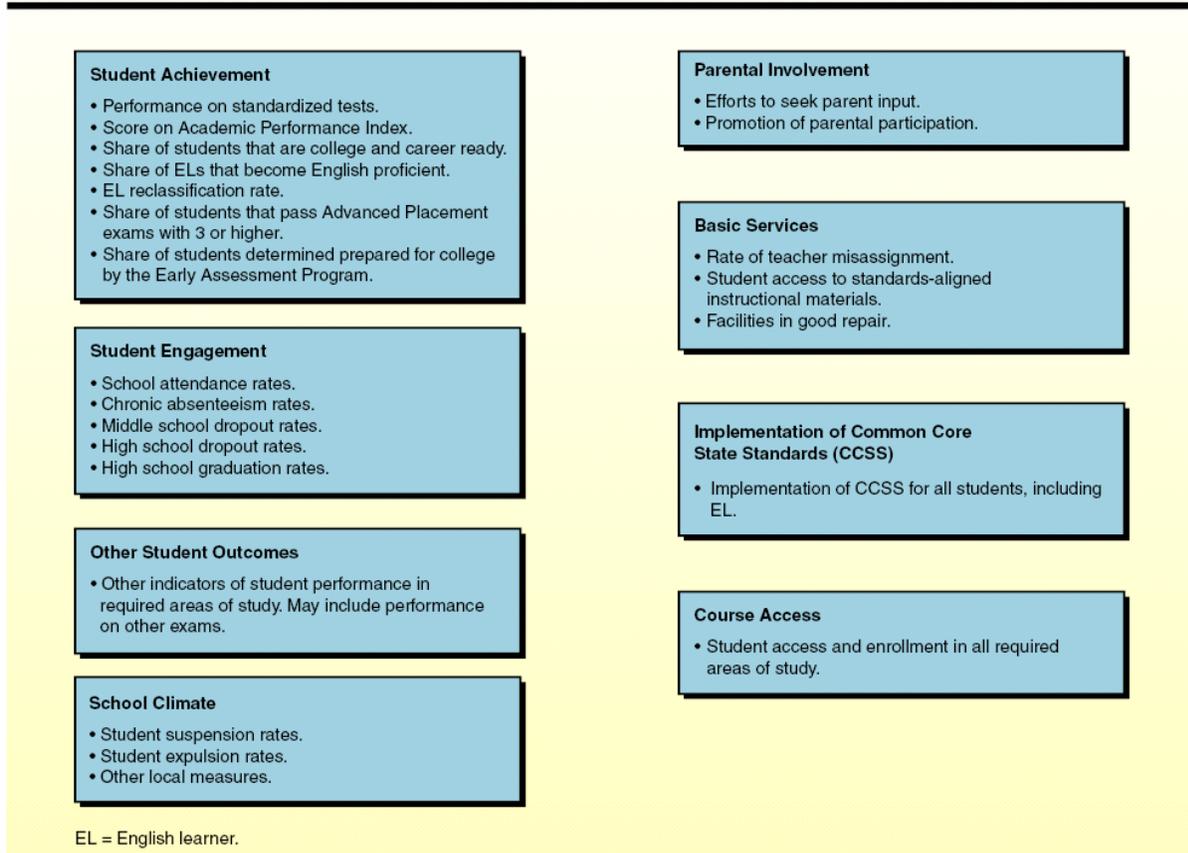
Eight Areas of State Priority Must Be Addressed in LCAPs



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Figure 8

Required Data for Each of Eight State Priority Areas



The measurable student outcomes of MHS include a description of required data and how success will be measured in each of the eight state priority areas and include both annual school wide goals and goals for each numerically significant subgroup (30 students minimum for most subgroups; 15 students minimum for foster youth or homeless youth.)

State Priorities	<p>State Priority #4:</p> <p>Student Achievement as measured by:</p> <ol style="list-style-type: none"> State wide assessment Dashboard Percentage of EI students who make progress toward English Language proficiency as measure by the ELPAC <p>State Priority #8:</p> <p>Pupil outcomes</p>
Annual Goals	MHS students will meet targets for growth, both schoolwide and among the school's numerically significant student groups.

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	<p>The California School Dashboard will reflect consistent improvement across multiple measures.</p>
<p>Applicable student groups</p>	<p>All students (schoolwide), including Hispanic or Latino, African-American, Asian, English Learners, and Socioeconomically Disadvantaged students.</p>
<p>Actions to achieve goals</p>	<p>Implement curriculum and instructional strategies that are aligned with California Frameworks and CCSS.</p> <p>Unit tests, midterms and finals will be coordinated and uniform for all students taking the course, regardless of the teacher</p> <p>Teachers are notified of students in their classes who are EL or require special education services and are expected to plan for individual support or modifications based on student need</p> <p>Students will meet with an administrator and counselor annually to track progress toward achieving requirements for graduation. Counselors will set a time for each student's appointment and will have a copy of the plan devised for each student.</p> <p>Students who are not on the college bound pathways will be encouraged to strive for higher level courses when significant progress is evident</p>
<p>Methods to Measure Progress</p>	<p>Report, analyze and compare disaggregated data to determine annual progress and progress overtime in each subject area based on school wide testing in subject areas.</p> <p>Survey students to find out what staff can do to support use of the new technology and requirements of Smarter Balance testing</p> <p>Track and report EL student data</p> <p>Compare school annual reclassification rate to TUSD and California rates</p> <p>Track, compare and report disaggregated student grades to determine pass rates.</p>

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<p>Expected Annual Measurable Outcomes</p>	<p>At least 30% of students will meet or exceed standards in the ELA, Mathematics, and Science CAASPP assessments.</p> <p>60% of students school wide and for all subgroups will complete A through G courses with a grade of C or higher to earn a diploma in four years</p> <p>40% of seniors graduating from MHS will have acquired at least 15 college credits</p> <p>At least 60% of EL students will annually increase proficiency on ELPAC skill areas.</p> <p>The Dashboard will continue to reflect consistent improvement</p>
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<p>State Priorities</p>	<p>State Priority #5:</p> <p style="padding-left: 40px;">Pupil Engagement as measured by School attendance rate Chronic absentee rates High school dropout rates High school graduation rates</p> <p>State Priority #8:</p> <p style="padding-left: 40px;">Pupil outcomes</p>
<p>Annual Goals</p>	<p>MHS will maintain a welcoming engaging and inclusive climate and culture for pupils and families.</p>
<p>Applicable student groups</p>	<p>All students (schoolwide), including Hispanic or Latino, African-American, Asian, English Learners, and Socioeconomically Disadvantaged students.</p>
<p>Actions to Achieve Goals</p>	<p>Track monthly student attendance rate</p>

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	<p>Call parents of students not in attendance before the end of the first period</p> <p>Utilize the formal SST plan to support students with chronic absenteeism</p> <p>Utilize the three pathway charts annually with students to visibly show progress towards graduation for each student when meeting with students or parents</p> <p>Utilize FASTTRACK for credit recovery for all students requiring support</p>
<p>Methods to Measure Progress</p>	<p>Compare disaggregated actual attendance to 95% target</p> <p>Compare disaggregated actual dropout rate to target</p> <p>Compare disaggregated records of students with chronic absenteeism to determine reduction</p> <p>Track and report disaggregated graduation data and include in the annual SARC</p>
<p>Expected Annual Measurable Outcomes</p>	<p>Annual average daily attendance rates school wide and for all subgroups will be 95% or higher.</p> <p>Chronic absenteeism will be less than 5% of students enrolled. Annual dropout rate for all students school wide and including all subgroups will be less than 1% with no more than 2% given an extension of a fifth year</p> <p>Annual high school graduation rate school wide and for all subgroups will be 93% or higher.</p>

<p>State Priorities</p>	<p>State Priority #6:</p> <p>School climate, as measured by all of the following, as applicable:</p> <ul style="list-style-type: none"> • Pupil suspension rates • Pupil expulsion rates • Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness <p>State Priority #8:</p> <p>Pupil outcomes</p>
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Annual Goals	MHs will maintain a safe and engaging school culture and environment, leveraging restorative justice and other techniques to support students.
Applicable student groups	All students (schoolwide), including Hispanic or Latino, African-American, Asian, English Learners, and Socioeconomically Disadvantaged students.
Actions to Achieve Goals	<p>Promote positive student behavior through incentives and recognition using a “nest point” system</p> <p>Implement Restorative Justice as a system of discipline to instill accountability among students and to avoid the use of punishments such as suspensions.</p> <p>Monitor student progress regularly, suggest support, and meet with parents</p>
Methods to Measure Progress	<p>Track, compare, and report disaggregated data on suspensions and expulsions to determine if targets are met.</p> <p>Dashboard will reflect targets for all subgroups</p>
Expected Annual Measurable Outcomes	<p>Percentage of students with suspensions will be less than 3%.</p> <p>Pupil expulsion rate will be less than 1%.</p> <p>Annual surveys of parents, pupils, and teachers will indicate a satisfaction rate of at least 85%</p>

State Priority	<p>State Priority #3:</p> <p>Parental involvement, including efforts to seek parent input for making decisions, and how the school will promote parent participation.</p>
Annual Goals	MHS will have active stakeholder involvement and participation.
Applicable student groups	All students (schoolwide), including Hispanic or Latino, African-American, Asian, English Learners, and Socioeconomically Disadvantaged students.
Actions to Achieve Goals	<p>Parents are invited to attend a meeting focusing on school improvement and/or they will be encouraged to reply to a website questionnaire or a phone survey</p> <p>Board meetings have time available for parents to address the board on non-agenda items</p>

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	<p>TLC electronic newsletter is sent home weekly and updates parents on events and plans for school improvement at the high school</p> <p>Conduct parent surveys through phone banks</p> <p>ELAC meetings are held to address concerns for improvement for EL students</p>
Methods to Measure Progress	<p>Review ELAC minutes for suggestions</p> <p>Review parent communications and reasons why parents contact the Board</p> <p>Review newsletters and websites to ensure regular updates and information</p> <p>Review meeting agendas (e.g., Parent Club) to confirm parent engagement in decision making</p> <p>Review minutes of Parent Club meetings to learn concerns of parents</p>
Expected Annual Measurable Outcomes	<p>MHS will provide weekly school newsletter to families and staff</p> <p>MHS will provide opportunities for parents to participate in school governance by joining clubs, committees, and or councils (e.g., Parent Club)</p> <p>MHS will offer volunteer opportunities in the classroom and/or at school events.</p>

State Priority	<p>State Priority #1:</p> <p>Basic Services: The degree to which teachers are appropriately assigned and fully credentialed and every pupil has sufficient access to standards-aligned instructional materials and school facilities are maintained in good repair</p>
Annual Goals	<p>All students will be taught by qualified staff members</p> <p>All students will have free access to all learning materials</p> <p>MHS will have adequate space at its facility for all students, and the facility will be clean and in good repair.</p>

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Applicable student groups	All students (schoolwide), including Hispanic or Latino, African-American, Asian, English Learners, and Socioeconomically Disadvantaged students.
Actions to Achieve Goals	<p>Teacher credentials are reviewed by the Human Resource Director to ensure appropriate assignments. Teachers on PIPs and STSPs will be monitored</p> <p>Students have access to all language arts novels used in the classroom and access to the classroom technology as well as other materials used for instructional groups at no charge</p> <p>MHS recently moved into a new facility owned by the District. The Director of Facilities keeps all facilities maintained and operating well.</p>
Methods to Measure Progress	<p>All teachers will hold the appropriate credential</p> <p>Pre-Freshmen packets will be given out during enrollment information night and during the placement testing.</p> <p>The pathways will be explained in August during Falcon Flight School</p> <p>Directors and Department leads will observe teachers and check for adherence to pacing and curriculum guides</p> <p>MHS recently and beneficially moved into a new facility owned by the District. The Director of Facilities keeps all facilities maintained and operating well. The budget will reflect the 2% reserve and the money spent on facility maintenance or repair.</p>
Expected Annual Measurable Outcomes	<p>100% of teachers in core classes will be credentialed per Charter Schools Act</p> <p>100% of students will be provided required instructional materials without charge</p> <p>The new MHS facilities will adhere to applicable safety standards and adequately house MHS's students and staff.</p>

State Priority	<p>State Priority #7:</p> <p>Student access and enrollment in all required areas of study.</p>
Annual Goals	MHS shall support student achievement through high quality instruction in all required areas of study.

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Applicable student groups	All students (schoolwide), including Hispanic or Latino, African-American, Asian, English Learners, and Socioeconomically Disadvantaged students.
Actions to Achieve Goals	<p>Meet yearly with each student for a one on one counseling session to review progress toward graduation and establish course needs for the next school year.</p> <p>Inform parents and students school wide in all subgroups to be certain they are aware of the requirements for college entrance or other pathways</p> <p>The master schedule will accommodate the identified needs of all students based on the customized learning plans and the decisions made at the one on one counseling sessions.</p>
Methods to Measure Progress	<p>Compare and report annual disaggregated data from customized learning plans on student course assignments to determine targets met</p> <p>Analyze master schedules to confirm that students are enrolled in appropriate classes</p>
Expected Annual Measurable Outcomes	<p>100% of high school courses offered will be reviewed and approved regarding prerequisites in MHS course catalogue (posted on the school website.)</p> <p>100% of all students school wide and all subgroups will be informed of their credit progress yearly and will be informed of the classes they need to take or chose to take based on their pathway towards graduation.</p> <p>Master schedule will reflect that 100% of students in all subgroups have access to and are enrolled in appropriate courses to meet their learning needs.</p>

State Priority	<p>State Priority #2:</p> <p>Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency</p>
Annual Goals	All students will receive instruction aligned with common core standards and the state frameworks and take SBAC assessments for grade 11 in English, Math and Science.

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Applicable student groups	All students (schoolwide), including Hispanic or Latino, African-American, Asian, English Learners, and Socioeconomically Disadvantaged students.
Actions to Achieve Goals	<p>MHS staff will review state standards and the alignment with their curriculum maps each year.</p> <p>MHS staff will review state testing results and develop plans for improvement</p> <p>The staff member responsible for assessments will become proficient in understanding the process for assessing students and will train the staff</p> <p>Students identified as EL or RFEP will be given support in the classroom by the teacher and the EL coordinator through the use of individual support.</p> <p>Progress is monitored throughout the year and confirmed with mandated ELPAC yearly testing.</p>
Methods to Measure Progress	<p>Classroom observation and feedback by the EL Coordinator and Directors will ensure proper implementation of school curriculum which reflects CCSS.</p> <p>Data and support practices will be reviewed to ensure progress and growth for EL students</p> <p>Review of Smarter Balance testing analysis will be provided to the entire MHS staff to develop plans for improvement in areas of need or for specific subgroups.</p>
Expected Annual Measurable Outcomes	<p>100% of students will participate in instruction aligned with common core standards.</p> <p>At least 90% of all 11th grade students will take CAASPP assessments in ELA, Mathematics, and Science</p>

1. Assessment Philosophy

The goal of MHS is for all students to successfully complete high school with the requirements outlined for graduation from MHS. Students are expected to achieve a C- or better grade to receive credit for a course. The C- requirement is to ensure a strong foundation to continue learning in the specific area. It is also recognized that D grades are not accepted by colleges.

In order to measure student success, several assessments and tools are used. These include but are not limited to:

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- Curriculum embedded assessments which include final exams, unit testing, quizzes and exit tickets within the units.
- Writing prompts particularly used in English classes and on unit tests, as well as finals.
- IEP goals which are reviewed at least annually and adjusted as needed.
- Rubrics are used to measure success with course projects, and tasks assigned within a class.
- Teacher observation and annotation
- State mandated assessments
- CSU/UC Mathematics diagnostic Testing Project
- Educational Development Series: Sections: Verbal, Reading, Language
- School wide outcome (SWO) projects
- Internships

All diagnostic assessments are analyzed for results as a whole and within different subgroups to ensure that all groups are being successful. A testing and data coordinator analyzes grades and tests given to review with staff in order to set goals for future improvement. The testing coordinator guides staff in the administration of any state designed assessments. The goals for improvement are translated into goals for the school's LCAP.

Staff will analyze all local final testing results to learn which subgroups are performing below standards. These will be correlated with final grades to ensure that grades are reflective of students' actual achievement levels.

MHS's assessment methods are based on the belief that assessments should be:

- **Authentic:** MHS uses the Backwards Design planning model to ensure assessments measure the actual learning that has taken place in the classroom. Within this model, learning outcomes are established and assessments are designed before any learning activities are introduced. Teachers need to specifically know what skills and information they want their students to attain before they can design the learning steps necessary for students achievement. Because of this, there are less "textbook-developed" tests and more teacher-created and project-based assessments.
- **Multiple Measures:** Just as students have multiple intelligences, they also respond differently to different forms of assessments. MHS ensures a variety of assessments (i.e. content-specific tests, observations, projects, classroom discussions, etc.) are used to determine student achievement. This multiple measures approach improves the reliability of assessment data.
- **On-going:** Students need on-going assessments in order to ascertain whether skills and knowledge have been truly internalized. Teachers use formative (specific skills) and summative (overall concepts) assessments as evidence of student achievement. This compilation of student data is used to drive

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instruction, confer with parents, and set learning goals within and across grade levels.

- **Informative:** Assessments must promote and support reflection and self-evaluation on the part of students, staff, and parents.

SWO Projects

School wide outcomes have been identified and confirmed by Western Association of Schools and Colleges (WASC). These outcomes are well known by staff and students. Each year, students are assigned grade level projects to assess their growth in each SWO area. Teachers grade the SWO projects based on agreed upon rubrics. Students must pass each SWO project each year. The review of projects over the four years will indicate growth and mastery of the desired outcomes over the four years at MHS.

Internships

In addition to coursework, students at MHS are required to apply and earn an internship. The internship is for one semester, either spring or fall, and is comprised of ten hours of work each week for the semester, as well as weekly attendance at an hour-long seminar.

The intention of the internship is to help students understand the kind of work they believe they are interested in pursuing as they enter college or vocational training. It is also a great backdrop for applying the SWOs that are so much a part of MHS learning.

2. Assessment Design

The student performance and assessment tools take into account a variety of methods that directly correspond to specific achievement targets. These have been communicated to students as part of the instructional program. Teachers are trained to identify the exact achievement target that is required for each area of study. Those tools and resources allow them to determine the most appropriate type of assessment to measure student mastery of a given concept. This method includes measures such as assessments as selected response, essays, performances, and products.

3. Mandated Assessments

As is required by the California Department of Education, students also participate in annual statewide assessments and all other mandated accountability programs (e.g., ELPAC). The staff firmly believes that the MHS academic program fully prepares students for success in these statewide assessment programs. The additional support structures at MHS help students to surpass the performance of their peers in comparable settings.

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Assessment	When Administered	Purpose
Annual Yearly Progress Measured on the Dashboard	Spring	Measures overall program and subgroups
CAASPP (Smarter Balanced, CAAs)	Spring	Measures overall program for grade 11.
ELPAC	Initial ELPAC administered year-round, as necessary, and Summative ELPAC administered in Spring	English proficiency in reading, writing, listening, and speaking.
California Physical Fitness Test	Spring	Assess student physical fitness in grade 9
Final Exams for all content areas which encompass statewide standard level questions	Fall, Spring	Assess and monitor students' progress in meeting state standards in individual courses

4. Data Management and Analysis

MHS is a data driven school. There is a teacher assigned to coordinate testing and analysis of testing data. The coordinator disaggregates data at the state, local, and classroom level. The results of all testing is analyzed and reported to full staff for reflection and the development of goals for improvement.

At the beginning of the year and as an on-going process of staff development, annual statewide assessment data is used when implementing the school LCAP to meet targeted goals. MHS tracks and analyzes the percentage of nearly met, or met scores of each represented subgroup to ensure growth targets are met each year and that the gap between the highest and lowest performing subgroups is decreasing.

The school has developed an LCAP with revisions over the last five years. The TLC board approves the LCAP after approving the general budget for the school. The LCAP identifies the areas in need of development for staff and for targeted student progress.

Parents rely on Aeries as a parent view of gradebooks to ensure their student's success and to contact teachers with questions or concerns.

5. Use of Data to Inform Instruction

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MHS staff uses the school wide data at a micro level to learn how well students are performing in each curriculum area's sub groups. Each designated curriculum team develops a plan to improve student performance as indicated by the results of the assessment data. In this way, staff is continuously challenged to rethink current pedagogical practices to meet the changing needs of new and existing student populations and emerging Common Core Standards

Teachers are able to revise curriculum as needed since curriculum is not dependent on an adopted textbook and can more easily be revised. Methods for teaching can be enhanced based on concepts students do not seem to understand. Staff can help students improve by providing more teacher made questions that closely relate the new testing style used in future state testing.

6. Annual Performance/School Accountability Report Card and the LCAP

Student assessments are designed to align to the mission, school wide outcomes, and the curriculum described in the charter. MHS collects annual data from the assessments listed in section three and utilizes the data to identify areas of needed improvements in the educational program. The Executive Director or designee provides this information to the Board of Directors each year as an annual performance audit of the program. Information from this audit is included in the School Accountability Report Card (SARC) that is made available on the website to all stakeholders.

MHS and the District will jointly develop an annual site visitation process and protocol to enable the District to gather information needed to confirm the school's performance and compliance with the terms of its charter. This is outlined in a Memorandum of Understanding.

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2018-19 LCAP GOALS

Goal	State Priority Addressed	Actions	Measurable Outcomes	Subgroup
1. Decrease suspensions through the implementation of Restorative Justice Behavioral Correction Model	# 6	Train staff in the use of Restorative Justice Set up Restorative Justice review panels consisting of staff and students Review effectiveness of the process and make corrections as needed Tie the use of MHS Nest points to Restorative Justice	Significant decline in suspensions as reported on the Dashboard Greater student focus in the classroom as measured by staff observations Teacher training in Restorative Justice is evident in staff agenda and minutes Restorative Justice practices implemented in SST goals for students needing behavioral changes	All students (schoolwide), including Hispanic or Latino, African-American, Asian, English Learners, and Socioeconomically Disadvantaged students.
2. Unduplicated students will show an increased success rate on Smarter Balance	# 2,3, 4	Continued homework support throughout the school year for all students	Scores on the Smarter Balance State Testing will indicate an	All students (schoolwide), including Hispanic or Latino,

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<p>State testing and enrollment in A-G required courses</p>		<p>EL Coordinator will oversee and conduct all testing and provide additional classroom support</p> <p>Teacher mentors will meet with identified students to discuss grades and offer strategies for improvement</p> <p>Math curriculum for Basic Level students will be redeveloped for greater student success</p> <p>Counselors will select students who show possible potential for College Bound Club which will encourage them to take A-G Courses and reward them with a \$250 scholarship each year they attend the club.</p>	<p>improvement for each subgroup</p> <p>More than 70% of the students will be enrolled and successful with completing the A-G requirements upon graduation from MHS</p>	<p>African-American, Asian, English Learners, and Socioeconomically Disadvantaged students.</p>
<p>3. The percentage of students who score not met, or nearly met on the Smarter Balance Test for Math will decrease over the three year LCAP</p>	<p>#2,4,7</p>	<p>Teachers will revise curriculum for all math course and will set prerequisites for entering higher level math classes</p> <p>Create several levels of remedial math classes leading to success in Algebra. These classes will be smaller in size with less than a 20:1 ratio, to students who are scoring Not Met on the state Test.</p> <p>All math courses will incorporate the UC Davis Readiness Diagnostic test three</p>	<p>Eleventh grade students will show a 5% reduction in the percentage of students Not Met, and Nearly Met on the state tests.</p> <p>Students will demonstrate greater success in high level math classes when reaching the prerequisite grade before enrolling in that class</p>	<p>All students (schoolwide), including Hispanic or Latino, African-American, Asian, English Learners, and Socioeconomically Disadvantaged students</p>

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		<p>times a year to ensure growth and readiness for the next level math placement.</p> <p>Teachers will incorporate different instructional strategies to meet the needs of different levels of learners</p> <p>Date for those passing the midterms and finals for each course will be carefully reviewed and compared to different instructors teaching the same course</p> <p>Practice Smarter Balance math tests will take place in math classes prior to the testing</p> <p>Students who are falling behind proficient levels will be encouraged to attend after school or during school homework and tutoring support</p> <p>MHS will participate in county-wide math competitions</p>	<p>100% of math students at MHS will have successfully completed four years of math before graduation.</p>
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7. Western Association of Schools and Colleges

MHS is accredited by the Western Association of Schools and Colleges (WASC). The school was awarded a six year accreditation through June 30, 2019. WASC has commented on the impressiveness of our UC approved course list. The school is in the process of a self-review for the next WASC visit in 2018, and we expect to maintain WASC accreditation after their review process.

Current List of UC/CSU approved courses offered at MHS

American Government	Algebra II	Spanish 2
Geography	Geometry	Spanish 3

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U.S. History	Pre-Calculus	Advanced Art
World History	Anatomy & Physiology	Art
English 1	Biology	Advanced Band
English 2	Chemistry	Beginning Band
English 3	American Sign Language I	Drama
English 4	American Sign Language II	Economics
Algebra I	Spanish 1	Forensic Science
Calculus	American Sign Language III	Choir
Earth Science	Introduction to Computer Science in JavaScript	Physics

Graduates who completed all courses required for UC/CSU admission	
2014-15	75%
2016-17	59%
2017-18	60%

8. Benchmarks to be Met

The achievement of MHS is measured in both growth and absolute measures and is compared to the achievement of selected local schools that have similar demographic characteristics. In gauging the success of MHS, we compare the academic achievement of MHS students to the academic achievement of two sets of comparison local schools:

- The residence schools MHS students would have otherwise attended (“Resident Schools”); and
- Local schools of similar demographic characteristics (“Demographically Similar Schools”)

The “Resident Schools” are selected by using MHS students’ home addresses to identify the local schools they otherwise would have attended. The local schools most represented at MHS are chosen as comparison resident schools.

“Demographically Similar Schools” are selected by using a modified version of the formula utilized by the state for creating its similar schools list. MHS may work in collaboration with the chartering agency to identify the comparison schools.

Growth in student achievement at MHS is measured annually against the growth of the comparison resident and demographically schools.

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Element 4: Governance

“The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement.” Education Code § 47605(b)(5)(D)

1. Description of Organization

Millennium Charter High School is a direct-funded independent charter school operated by the Tracy Learning Center, a California Nonprofit Public Benefit Corporation pursuant to California Law. MHS operates autonomously from the District.

Meetings of the Tracy Learning Center Board of Directors (Board of Directors) comply with the Ralph M. Brown Act and members of the Board of Directors comply with the applicable ethics and conflict of interest standards set forth in the California Corporations Code for nonprofits, as well as the Political Reform Act. Pursuant to Education Code section 47604(c), the District shall not be liable for the debts or obligations of MHS, or for claims arising from the performance of acts, errors, or omissions by MHS, if the District has complied with all oversight responsibilities required by law.

Responding to Inquiries

MHS promptly responds to all reasonable inquiries from the District, including, but not limited to, questions regarding financial records and credentialing from the District.

2. Governance Structure

Tracy Learning Center is a California nonprofit public benefit corporation governed in accordance with applicable California Corporation Code sections and its adopted bylaws, which are consistent with the terms of this charter. TLC maintains Articles of Incorporation with the California Secretary of State and has tax exempt status from both California and the IRS.

Millennium Charter High School acknowledges and agrees that all persons are entitled to equal employment opportunity. MHS shall not discriminate against applicants or employees on the basis of race, color, religion, sex, gender identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, or any other characteristic protected by California or federal law. Equal employment opportunity shall be extended to all aspects of the employer-employee relationship, including recruitment, selection, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and dismissal from employment.

TLC is non-sectarian in its programs, admission policies, employment practices, and all other operations.

3. Board of Directors

The governing body for MHS is the Tracy Learning Center Board of Directors. There are nine members of the Board of Directors. Presently there is one vacancy. The Board of Directors meetings are held at a TLC charter school campus location. The Board consists of members with diverse areas of expertise. The chartering agency may appoint a single representative to the Board pursuant to Education Code section 47604(b). The District may also appoint an informal liaison to the school to foster greater communication between the District and the Tracy Learning Center.

The following are current members of TLC's Board of Directors:

Mike Souza – Board President

Current Position: CFO, Souza Reality & Development

Education: B.S. in Economics, Santa Clara University

Jeffery Bordes

Current Position: Business Development Manager: Albertsons

Education: Bachelors of Music: Berklee College of Music

Kim Kerr

Current Position: Safeway, Category Manager

Education: Moorpark College

Linda Wilcox - Vice President

Current Position: Broker/Owner RE/MAX Diamond Real Estate and Wilcox Design Group.

Education: AA in Architecture/Interior Design Delta College, additional studies Woodbury University

Timothy Murray

Current Position: Public Safety Officer for the Sunnyvale Department of Public Safety

Education: Bachelor of Science from San Jose State University

Tracy Williams

Current Position: Employee Relations Officer, California Department of Corrections and Rehabilitation at Deuel Vocational Institution

Education: B.S. in Criminal Justice Administration and Minor in Social Work, San Diego State University

Kerry Johnson

Current Position: Retired California Educator

Education: B.A. Political Science & French & M.A. in Education Systems Management Chapman University

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Amber Herrera
Current Position: Medical/Social Worker
Education: M.A. in Social Work, CSU East Bay

Guidelines for terms for Board members are unlimited terms. The bylaws of TLC, as amended from time to time, included in the appendix, may set forth additional detail regarding the selection and tenure of Board members.

4. Process for Selecting Board of Directors and Creating Policy

In the event of a vacancy due to a Board member resignation, in which time an ad hoc committee of current board members is appointed and asks for candidates by advertising in the TLC newsletter. Once candidates' applications are accepted, the committee interviews them and nominates and recommends a candidate for Board approval.

The current officers of TLC are a President, Board President, Vice-President, Secretary, and Chief Financial Officer. The Board votes for officers at the first meeting of each school year.

5. Meetings

The TLC Board currently meets once a month on the second Monday with the exception of holidays, in accordance with a regular meeting schedule adopted on an annual (or more frequent) basis. These meetings of the Board of Directors comply with the Ralph M. Brown Act. Board committees may meet in between Board meetings and may make recommendations to the Board of Directors.

6. The Decision-Making Process

The TLC decision-making process in which all school stakeholders are represented is designed to:

- ensure that all decisions regarding policy and practices made at MHS are focused to achieve the educational student outcomes outlined in the charter;
- involve all staff members in educational program development;
- include parents, community members, and all school personnel as active partners; and
- guarantee that all stakeholders model a collaborative, consensus-building school culture.

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The model of decision-making is democratic in nature. The Board of Directors reviews MHS's academic program and provides support in achieving short-term and long-term goals set by the school and Executive Director.

7. Duties of Office for Board of Directors

The duties of the Board of Directors include, but are not limited to:

- promote, guard, and guide the mission of the school;
- hire and evaluate the Executive Director;
- receive reports directly from the Executive Director concerning the total operation of the school, including but not limited to, budget, curriculum, activities, and student achievement data;
- approve all Board policies;
- approve and monitor the annual budget;
- contract with an expert external auditor to produce an annual financial audit;
- review the school master calendar, and approve the schedule of Board meetings;
- participate in the dispute resolution and complaint procedures, when necessary;
- approve annual fiscal audit;
- review the District's performance reports; and
- participate in the expulsion process when necessary.

To ensure the school's on-going success, the Board of Directors provide accountability, oversight, and leadership.

8. Parent Involvement

The following committees provide parents of MHS enormous opportunities for input on school-wide operations and school involvement activities:

English Language Advisory Committee (ELAC)

Parents are solicited by way of the school website and newsletter. All parents who wish to be a part of the committee are included. These parents meet with a designated staff member on a quarterly basis. The committee has the responsibility to:

- advise the staff on programs and services for English Language Learners;
- assist in the development of the school's alternative communications;
- ensure regular school attendance;
- participate in the school's needs assessment;
- solicit and encourage community participation; and
- provide input on the most effective ways to support full participation of English Language Learners in all school activities.

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Parents 4 TLC

This is a newly formed parent group focused on fundraising and community building. They meet once a month.

Parent Volunteers

MHS has an abundant number of parents who regularly volunteer in the classroom or help with field trips. Parents are made aware of volunteer opportunities through communications from staff (e.g., from teachers, through newsletters to families, etc.), TLC website, our Parent Club, and more.

9. Internal Complaint Procedures

Internal disputes at MHS, including those among students, staff, parents, and Board Members are resolved pursuant to the policies adopted by the Board. The District shall not intervene in any such internal disputes and shall refer any complaints or reports regarding such disputes to the TLC Board of Directors or Executive Director.

TLC designates at least one employee to coordinate its efforts to comply with and carry out its responsibilities under *Title IX of the Education Amendments of 1972* (Title IX) and *Section 504 of the Rehabilitation Act of 1973* (Section 504). This includes any investigation of any complaint filed with TLC alleging its noncompliance with these laws or alleging any actions which would be prohibited by these laws.

MHS has the primary responsibility to ensure compliance with applicable state and federal laws and regulations and has established procedures to address allegations of unlawful discrimination, harassment, intimidation, and bullying, and complaints alleging violation of state or federal laws governing educational programs and the charging of unlawful pupil fees.

MHS shall investigate and seek to resolve certain complaints using policies and procedures known as the Uniform Complaint Procedures (UCP) adopted by our Board. Unlawful discrimination, harassment, intimidation, or bullying complaints may be based on actual or perceived age, race, color, religion, sex, gender identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition or on a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity that receives or benefits from state financial assistance or any other characteristic that is contained in the definition of hate crimes. A complaint of noncompliance with laws relating to pupil fees may also be filed pursuant to the UCP. A pupil enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.

Element 5: Employee Qualifications

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

1. Code of Professionalism

MHS staff members are a dedicated group of professionals who believe that education is a “vocation” and “not a job”. They are bound by a common philosophy and belief that all students are gifted and can learn. Staff members at MHS are actively committed to working together and ensuring that the mission and vision are upheld. The staff is proactive in the planning, implementation, and evaluation of the instructional program and school operation. They are accountable for students’ academic and social growth and will fulfill all required duties and responsibilities.

2. Recruiting Qualified Teachers

MHS teachers of core academic subjects have a Bachelor’s degree and a California Teaching Credential as required under the Charter Schools Act. MHS will comply with Education Code § 47605(l), which states “Teachers in charters schools shall 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 TLC Human Resource office and are subject to periodic inspection by the District. Pursuant to Education Code section 47605(l), it is the intent of the Legislature that charter schools be given flexibility with regard to noncore, non-college preparatory courses.

All full-time staff members are eligible for all health benefits provided by TLC. TLC’s employee policies and procedures are compiled in an Employee Handbook (included in appendix).

Millennium Charter High School acknowledges and agrees that all persons are entitled to equal employment opportunity. MHS shall not discriminate against applicants or employees on the basis of race, color, religion, sex, gender identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, or any other characteristic protected by California or federal law. Equal employment opportunity shall be extended to all aspects of the employer-employee relationship, including recruitment, selection, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and dismissal from employment.

3. Employee Qualifications

To be employed by TLC the following conditions must be met:

- Fingerprints will be obtained from each new employee in order to obtain a criminal record summary prior to commencing employment through LiveScan, administered by the Department of Justice. The employee is responsible for

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paying the fingerprint cost.

- All employees who are mandated reporters as defined by Penal Code are to report known or suspected instances of child abuse or neglect. Prior to employment these employees are required to sign a statement, on a form provided by him/her by TLC's Human Resource Director, to the effect that he/she has knowledge of the provisions of Section 11166 and will comply with those provisions. MHS provides all mandated reporters with training as required by law.
- All employees must complete the I-9 form to verify that they have the legal right to work in the United States.
- All employees must provide the results of a Tuberculosis (TB) risk assessment or, if required, a TB test as required by current state and local law and renew their TB verification as required by law.

4. Job Descriptions

To view various MHS job descriptions, please see Appendices where specific qualifications for each title are identified. Classified and other personnel are hired by TLC and are assigned duties for MHS as well as other parts of the organization.

5. Process for Staff Recruitment and Selection

The Human Resources Director under the supervision of the Executive Director with the support of identified staff organizes all selection and employment procedures, which may include, but are not limited to, the following:

- assure equal opportunities and open process;
- announce openings (use of EDJOIN, local paper and website postings);
- recruit applicants through various means;
- request resumes, copies of credentials, and letters of reference;
- verify previous employment and references;
- form a pool of potential candidates;
- review candidates files and portfolios;
- select interview questions and panel;
- interview candidates;
- recommend top candidates to the Executive Director; and
- Executive Director approves the top candidate.

Prior to the first day of work for any potential employee, TLC performs all required background checks according to existing California State law (verify teaching credential, employment documents, medical clearance (TB), fingerprinting and criminal record clearance, legal status, certification of adherence to mandated reporting (child abuse) requirement, and drug-free environment requirement).

6. Staff Evaluation

Teaching Staff

The evaluation of the teaching staff at MHS is rooted in ensuring student learning and achievement. The structure of the MHS teacher evaluation model is based on a collaborative effort using the California Standards for the Teaching Profession:

- Standard One: Engaging & Supporting All Students in Learning
- Standard Two: Creating & Maintaining Effective Environments for Student Learning
- Standard Three: Understanding & Organizing Subject Matter for Student Learning
- Standard Four: Planning Instruction & Designing Learning Experiences for All Students
- Standard Five: Assessing Student Learning
- Standard Six: Developing as a Professional Educator

Towards the end of each year, staff sets school and personal goals for improvement and meets with the Executive Director to discuss the goals as well as strengths and areas for improvement. The Executive Director and School Directors conduct informal observations throughout the school year. Feedback is given to staff. Assistance and intervention for teachers include:

- suggestions offered by administrator or curriculum leaders
- peer visitation
- consultation with peers, coaches or others
- substitute release days for planning or visiting other classes
- workshop or webinar attendance

Classified Staff

TLC Directors responsible for classified staff give regular feedback and supervision. The Executive Director relies on information from the direct supervisor of such areas as food services, maintenance, coaches, and office staff. Assistance and intervention for classified staff includes:

- workshops and training
- mentoring and conferencing as needed

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- conflict resolution

All TLC employees, classified or certificated are employed pursuant to an at-will contract. All staff understands contracts are based on the charter's ability to recruit and maintain students.

Element 6: Health and Safety

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

(i) That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.

(ii) That the development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (H), inclusive, of paragraph (2) of subdivision (a) of Section 32282 and procedures for conducting tactical responses to criminal incidents.

(iii) That the school safety plan be reviewed and updated by March 1 of every year by the charter school.” Education Code § 47605(b)(5)(F)

MHS is committed to providing a safe and healthy environment in which every member of the school community learns and thrives. MHS continues to ensure the safety of all students and staff by complying with state and federal laws. MHS has a comprehensive plan of health, safety, and risk management policies. This plan is kept on file and is updated annually. The Disaster Preparedness Plan utilizes F.E.M.A. guidelines in its planning and preparation. All staff receives training in emergency response, including appropriate “first responder” training or its equivalent.

Pursuant to AB 1747 (2018), MHS shall develop a school safety plan, which shall include the safety topics listed in subparagraphs (A) through (H) of Education Code section 32282(a)(2), and procedures for conducting tactical responses to criminal incidents.

1. Emergency Preparedness

MHS has developed policies and procedures for response to natural disasters and emergencies, including fires and earthquakes (see Appendices). All instructional and administrative staff is trained in basic first aid.

2. Fire Drills

The administrator or designee shall cause the fire alarm signal to be sounded at least once every month.

- The administrator shall notify staff as to the schedule for fire drills.
- Whenever a fire drill is held, all students, teachers, and other employees shall be directed to leave the building.
- Teachers shall ascertain that no student remains in the building.
- Teachers shall be prepared to select alternate exits and shall direct their classes to these exits whenever the designated escape route is blocked.
- The administrator or designee shall keep a record of each fire drill conducted and

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file a copy of this record in the office.

When a fire is discovered in any part of the school, the following actions shall be taken:

- The administrator or designee shall sound fire signals, unless the school and/or building are equipped with an automatic fire detection and alarm system.
- The administrator or designee shall call 911.
- All persons shall be directed to leave the building and shall proceed outside to designated assembly areas.
- Staff shall give students clear direction and supervision and help maintain a calm demeanor.
- Teachers shall hold up red/green card based on results of attendance
Green = all students present and accounted for
Red = student(s) missing
- Staff shall monitor and assist in the supervision of surrounding students.
- Staff and students wait for the “All Clear” announcement before returning to class.

During lunch time, all students will follow the instructions of the nearest adult and proceed to the designated assembly area. Staff will join the students and follow the steps listed above.

3. Earthquake Drills

Regular emergency evacuation drills are conducted in accordance with the regulations of state and federal guidelines. Students will be taught the “Duck and Cover” routine. A disaster drill commencing with the “Duck and Cover” routine will be initiated by an announcement over the intercom or other signal. During the “Duck and Cover” routine in the classroom, teachers will have students get under a desk, or table, or against the wall away from the windows. Students must remain quiet and orderly so they will be able to hear additional instructions when given. All drills will be concluded with an “All Clear” announcement on the intercom, or a visible signal from the administrative staff.

The following are the procedures for an earthquake drill:

- Teachers give “DROP” command at first indication of quake or ground movement or the sounding of the alarm indicating an earthquake drill.
- Students and teachers seek protective cover under or near desks, tables, or

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chairs in the kneeling position with hands around their heads no matter where they are on campus.

- Students remain in “DROP” position until ground movement ends or instructed by the teacher to get up.
- At the completion of ground movement, teacher must ascertain possible injury and determine the ability of class to evacuate.
- The teacher then gives the command to evacuate the classroom and building, using established route (students outside of classrooms meet at the designated assembly area).
- Teachers remove necessary supplies upon evacuation and leave doors unlocked.
- Injured students, who cannot walk or be carried, should be left behind to be taken care of by the Search and Rescue teams.
- Upon reaching the designated assembly area, each teacher takes attendance and reports with red/green cards.

During lunch time or between classes, at the first indication of ground movement or alarm, teachers will instruct students to take a drop position under lunch tables, or clear of buildings, trees, and power lines, and cover their heads with their hands. They remain in that position until given additional instructions to evacuate the area and proceed to the designated assembly area, and report to their assigned classroom teacher.

In the case of disasters other than earthquakes, the administrative staff will contact each room, counsel staff of potential dangers, and give further directions or orders. Teachers and students will remain in their classrooms until instructions are received for an “All Clear” or an evacuation. For safety purposes, no one will leave the rooms. If there has been a chemical spill, the teacher must make sure that all doors, windows, and vents remain closed. The school site maintenance staff will turn off the gas. All unassigned staff will report to the office for assignments such as searching offices, bathrooms, and all other common areas, including outdoor facilities.

A disaster of a significant nature may require the evacuation of MHS. Immediately upon notification by outside authorities that MHS must be evacuated, the administrative staff will verify the name and position of the person placing the alert. Once the source is confirmed, the administrative staff will give the evacuation code word over the intercom. Teachers will proceed with their students to the nearest school exit indicated on the evacuation map posted for this purpose. Before leaving the room, teachers will make sure they have their rosters with them. Students who are not in a classroom at the time the intercom signal is given will attach themselves to the nearest teacher exiting the

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building for purposes of getting to the designated evacuation site. Prior to evacuation, offices, bathrooms, and all other common areas and outdoor facilities will be searched by staff members designated by the administration.

Once at the designated assembly area, teachers and other staff will ensure that all students find their respective teachers. Teachers will then take attendance to ensure that all students are present. The names of any missing students will be given to the office personnel and an individual will be assigned the task of finding any missing students. Teachers will work together to take care of students with injuries, respiratory problems, or other medical conditions. Teachers will stay with their classes for the duration of the emergency. In the event of an evacuation, all school employees are immediately designated "Civil Defense Workers" and are not allowed to leave school until they are given official clearance to do so by the administration. Students will remain with their teachers at the designated assembly area until the administrative staff gives the "All Clear" signal. In the event students cannot return to the school site, the administrative staff will notify parents and/or the media as to where the students can be picked up. The office personnel will sign out students as they are being picked up by a parent or other adult listed on the emergency information form. Parents will be asked to remain in a designated area, and students will be escorted to the designated area for release.

4. Facilities

Based upon the past Memorandum of Understanding (MOU), the relationship of Tracy Learning Center and Tracy Unified School District, the needs of the Charter School and the expectations of the families and students, the Charter School desires to maintain its exclusive location at the existing public school site, 51 East Beverly Place in Tracy, CA for grades TK-8 and Millennium High School.

5. Staff Responsibilities

All employees are responsible for their own safety, as well as that of others in the workplace. MHS relies upon its employees to ensure that work areas are kept safe and free of hazardous conditions. If an employee suspects a danger is present on school premises, or in a product, facility, piece of equipment, process, or business practice for which MHS is responsible, the employee will bring it to the attention of the administration immediately.

The Facilities Director, under the direction of the Executive Director, will arrange for the correction of any unsafe condition(s) or concealed danger immediately and will contact

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staff of the problem. Employees are encouraged to report any workplace injury/accident to the administration as soon as possible, regardless of the severity of the injury or accident. If medical attention is required immediately, the administration or assigned staff assists employees in obtaining medical care, after which the details of the injury or accident must be reported.

On a periodic basis, MHS may issue rules and guidelines governing workplace safety and health. All employees will familiarize themselves with the rules and guidelines, as strict compliance will be expected. Failure to comply with rules and guidelines regarding health and safety or work performance is not permitted.

6. Role of Staff to Report Child Abuse

The laws for reporting child abuse, acts of violence, and other improprieties as mandated by federal, state, and local agencies will be strictly followed. MHS adheres to the requirements of *California Penal Code §11166* regarding child abuse reporting. MHS staff must report to the proper authorities if they suspect the following occurring to a student:

- sexual assault;
- neglect;
- willful cruelty or unjustifiable punishment;
- cruel or inhumane corporal punishment; and/or
- abuse in out-of-home care

The reporting person need only “reasonably suspect” that abuse or neglect has occurred. The reporting person does not have to prove abuse.

Administration works with all faculty and staff members to make sure all appropriate steps are taken if a child abuse situation occurs. All faculty and staff understand that it is their duty and responsibility to report any reasonable suspicions of child abuse or neglect. A written report of the situation will be completed and the Child Protective Services will be immediately notified. If necessary, the local Police Department will be informed of the situation as well. The reporting person is responsible for providing all the necessary information and child abuse reports to the Child Protective Services and/or Police Department since he/she will be most knowledgeable of the situation.

Should it be necessary to remove the child from school, staff will obtain the contact information of the agent removing the child. This information will be placed in the student’s record and will be made available to the appropriate parent or guardian.

7. Student Health and Safety

MHS is committed to ensuring that students have a safe and healthy environment in which to learn. The following procedures have been implemented:

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- Immunizations must be up-to-date with required boosters.
- Prior to admission, parents must present proof of immunization for polio, TDAP, measles, mumps, hepatitis, rubella, and any other immunizations required for enrollment in non-charter public schools.
- Records of student immunizations are maintained in the front office.
- A required emergency form for all students and staff will be completely filled out each year and updated throughout the year as necessary.
- MHS provides appropriate screening for students' health equivalent to that provided by non-charter public schools per state mandates.
- A referral is made through the front office to agencies and/or local hospitals for chronic illness and treatment of communicable disease.
- Students will be released during the school day in the custody of an adult only if:
 1. The adult is/are the student's custodial parent(s)/guardian(s).
 2. The adult has been authorized on the student's emergency form as someone to whom the student may be released when the custodial parent/guardian cannot be reached, and the administration and/or designee verifies the adult's identity.
 3. The adult is an authorized law enforcement officer acting in accordance with the law.
 4. The adult is taking the student to emergency medical care, at the request of the administration and/or designee.
- A policy that establishes the school functions as a drug, alcohol, and tobacco-free workplace.
- Students are required to adhere to an established shoe code, which is clearly communicated through the MHS Student Handbook.
- A discipline policy for all students is clearly outlined in the MHS Student Handbook.

8. Medication in School

Students requiring prescription medications and other medicines during school hours are accommodated. Processes outlining the administration of medication to students will be implemented according to all applicable state and local requirements.

9. Blood-Borne Pathogens

MHS meets state and federal standards for dealing with blood-borne pathogens and other potentially infectious materials in the workplace. A written infectious control plan is in place designed to protect employees and students from possible infection due to contact with blood-borne viruses, including human immunodeficiency virus (HIV) and hepatitis B virus (HBV). Whenever exposed to blood or other bodily fluids through injury or accident, staff and students will follow the latest protocol for disinfecting procedures.

10. Procedures for Background Checks

In accordance with California Education Code § 44237 and other applicable provisions, fingerprints are obtained on each new employee in order to obtain a criminal record summary from the Department of Justice. Employees will submit fingerprints to the Department of Justice via LiveScan processing. Employees will not start work until results are received from the Department of Justice and the employee is cleared to begin work. As noted above, other persons determined by MHS to have more than limited contact with pupils, such as certain contractors and volunteers, shall also be required to be screened by their employers or MHS, as appropriate.

11. Sexual Harassment Policies and Procedures

MHS is committed to providing a school that is free from sexual harassment, as well as any harassment based upon such factors as race, color, religion, sex, gender identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, or any other characteristic protected by California or federal law. MHS has a comprehensive policy to prevent and immediately remediate any concerns about sexual discrimination or harassment at MHS (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and is addressed in both our Staff Handbook and policies. School staff is trained on the harassment policy. MHS will immediately undertake a thorough and objective investigation of any harassment allegation(s).

12. Insurance Requirements

TLC has secured and maintains, as a minimum, insurance coverage with insurance companies rated A.M. Best A- or better or recognized joint powers insurance authorities which serve charter schools. The specific insurance information can be found in the Appendix.

Coverage and limits of insurance may be accomplished through individual primary policies or through a combination of primary and excess policies.

TLC shall furnish to the District upon request all new policies, renewals or changes, and copies of certificates of such insurance signed by authorized representatives of the insurance carrier.

TLC adheres to established claim reporting guidelines, especially as they relate to timelines and completeness of reporting, and providing assistance requested by the underwriting agency or its representatives in the investigation and defense of a claim. As stated herein, TLC maintains appropriate risk management practices including screening of employees, establishes codes of conduct for students, and disputes resolution.

Element 7: Means to Achieve Racial and Ethnic Balance

“The means by which the charter 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.” Education Code § 47605(b)(5)(G)

MHS strives to have a broad representation of ethnic groups within our staff and student population. We have achieved a representative balance of the Tracy Community. Lottery selection will ensure fair and equitable selection of students in the event that more students apply than can be accommodated. Despite the need for a lottery to determine enrollment, MHS has continued to reflect the district demographics as illustrated in the table below.

2017-18 Enrollment by Sub Group	MHS	Tracy Unified School District
Hispanic	52.2%	51.4%
American Indian	.4 %	.3%
Asian	8.7%	11.2%
Pacific Islander	.7 %	1%
Filipino	5.0 %	5.5%
African American	7.3 %	5.9%
White	22.5 %	21.1%
Two or More Races	3.3 %	3.6%

1. Community Outreach Plan

Brochures and Mailings – Brochures and Application for Admission forms are available in English and Spanish. A Director of Admissions is available to meet with any interested parent or student throughout the year. This is sent during the month of Open Enrollment which is in November.

Media – Newspapers are notified of open enrollment. At times ads are taken out at the Tracy Mall and notices are given to Public Access TV (channel 26)

Electronic Media – The school website announces open enrollment and has a link to the application for students. The website is a great source of information about current school events, the school mission and vision, agendas and meetings, counseling information and other content that informs others about the school.

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Wait List – All students on the wait list are contacted to be certain they wish to remain on the waiting list for another year. As openings occur, these students are notified. Because MHS takes 60 more students than the seats available in Discovery for eighth grade, there is usually no wait list.

Element 8: Admission Requirements

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

1. Non-Discrimination

MHS attracts a diverse student population including low achieving and socioeconomically disadvantaged students from surrounding areas, and abides by all state and federal laws regarding admissions. Our recruitment efforts are an attempt to achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the District. MHS shall not discriminate against applicants or employees on the basis of race, color, religion, sex, gender identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, or any other characteristic protected by California or federal law. MHS abides by all applicable state and federal guidelines regarding admissions and enrollment procedures.

2. Open Enrollment Process/Admissions Requirements

MHS has established a period of open enrollment for the month of November each year. During the open enrollment period, students' Application for Admission forms are accepted. The form needed for application is available online, in the school office, or may be requested over the phone. All applications must meet the deadline and must be returned in person or by mail. A copy of the one page application in both English and Spanish is included in the appendix. MHS will notify the District of the date, time, and place of the random public lottery if it is necessary, so that they may attend. The District will receive a copy of the wait list by name and grade established by the lottery within one week of the lottery.

Following the lottery, if necessary, students not able to attend MHS due to space limitations are placed on a waiting list which is a continuation of the lottery. After the lottery, students are placed on the waiting list in the order in which the Application for Admissions is received. Each year, parents are notified in the spring to be certain they wish to remain on the waiting list.

After students have been admitted they are required to:

- attend an initial interview with a designated teacher
- complete an emergency form
- provide a copy of their 504 or IEP if available

3. Random Public Drawings/Lottery

MHS has a hierarchy of preferences for enrollment. The following rules and procedures are communicated to all interested parties prior to holding the lottery. There is usually no need for a lottery for high school. If there is a need for a lottery, the first accepted are all eighth grade Discovery students who have applied on time for MHS. If there is a further need for a lottery the following preferences are used:

1. children of TLC Board of Directors
2. children of staff
3. siblings of a currently enrolled TLC student
4. students who reside in the Tracy Unified (K-12) School District boundaries

Lottery procedures will be as follows:

1. Prior to the lottery taking place, all students in the preference categories as shown above shall be admitted to the school for the coming year in the order presented above, to the extent space is available.
2. If a newly admitted student has siblings who have also applied, those siblings shall be exempted from the lottery as well and placed on the list of siblings exempted from the lottery following those siblings already included.
3. If the total of all preference categories exceeds space available, the additional preference students shall be placed on a priority wait list in the order set forth above and shall not be included in the general lottery.
4. Students on the priority wait list shall be admitted as space becomes available and prior to any students from the regular wait list established during the lottery itself. All students, once accepted, remain at the school as long as they wish. Preference category students cannot replace students already attending.
5. The lottery will take place within fifteen (15) calendar days of the closing of the open enrollment period as defined above.
6. The lottery will take place on the school's campus or in a facility large enough to allow all interested parties who wish to attend to do so.
7. All interested parties will know, prior to the holding of the lottery, how many openings are available in the school and in the different grades served by the school.
8. The lottery will take place on a given published date, time, and place
9. MHS will comply with all applicable state and federal laws related to the oversight of charter schools.

Following the lottery, the admissions procedures listed below shall be applied for the coming school year:

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1. As space become available, students shall be admitted first from the priority wait list for a given grade only once all priority wait list students have been enrolled shall students be enrolled from the regular wait list.
2. When a student is admitted from the priority or regular wait list, any siblings of that student who are not yet enrolled shall be moved to the end of the priority wait list in order to ensure concurrent enrollment of siblings to the extent possible.

Families promoted from the wait list shall be contacted when there is an opening. Contact will be made by personal phone call by the Director of Admissions. Parents have twenty four hours from the first notification to respond. Those families not responding within the twenty four hour period will forfeit their right to enroll all of their children in the school. The next student on the waiting list shall be contacted for the open position. Parents who forfeit their right to accept enrollment when offered but are still interested in enrolling at MHS must reapply.

Wait lists are updated annually. In order to remain on a wait list, parents need to respond to a written request from MHS asking if they wish to remain on the wait list. If a parent does not respond, their child is removed from the wait list.

4. Re-enrollment

If a current student leaves MHS for another school and then wishes to return to MHS, the student will be placed on the waiting list if one exists for that grade.

Element 9: Financial Audits

“The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.” Education Code § 47605(b)(5)(l)

1. Annual Independent Audit

The TLC Board of Directors will contract with independent auditors and oversee the preparation and completion of an annual audit of the school’s financial affairs. The Board of Directors shall be responsible for contracting with an auditor. The independent audit will be conducted by an accountant certified by the State of California with knowledge of school budget and accounting procedures. This audit will be conducted according to Generally Accepted Accounting Principles (GAAP) and the applicable provisions within the California Code of Regulations governing audits of charter schools, as published in the State Controller’s Guide.

2. Audit Exceptions and Deficiencies to be Resolved

The TLC Board of Directors will review any audit exceptions or deficiencies and determine how to resolve them. Audit exceptions and deficiencies shall be resolved in conference with the independent auditor to the satisfaction of the District.

MHS will provide the District with the final audit results by December 15th of each year for the prior fiscal year ending June 30th. The audit will also be submitted to the California Department of Education, the San Joaquin County Office of Education, and the State Controller’s Office by December 15th following each school year.

3. Financial Reports

MHS will submit the following reports to the District and the San Joaquin County Office of Education pursuant to Education Code § 47604.33:

- Preliminary Budget - by July 1
- Interim Financial Report - by December 15, reflecting changes through October 31
- Second Interim Financial Report - by March 15, reflecting changes through January 31
- LCAP/ Annual Update - by July 1
- Unaudited Actuals - by September 15, reflecting entire fiscal year through June 30

4. Oversight

The District may charge an oversight fee not to exceed one percent (1%) of the general purpose and categorical block grant revenue received by MHS (or three percent (3%) in the case that the District provides substantially rent-free facilities for use by MHS) in accordance with Education Code §47613, to offset administrative costs required for comprehensive oversight. The oversight fee will be based on the general purpose entitlement and categorical block grant funding provided to MHS at the Second Principal Apportionment (P-2). The District, in the past, has charged 1% oversight and, under a facilities use agreement with MHS, an additional 2% for facility use. MHS and the other TLC charter schools have a 30 year Facilities Use Agreement with the District.

Element 10: Student Suspensions and Expulsion Procedures

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

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

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

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

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

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

MHS shall provide due process for all students, including adequate notice to parents/guardians and students regarding suspension and expulsion, including rights to appeal as applicable. MHS shall comply with the Charter and all applicable state and federal law in that regard.

MHS has developed a comprehensive set of student discipline policies in the form of a student handbook (“Handbook”) with the participation of parents, students and teachers. The Handbook will be reviewed and evaluated every year, and updated as necessary to reflect any new additions or changes to state and federal laws.

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Expectations regarding student attendance, mutual respect, substance abuse, violence, bullying, and safety are addressed as part of Handbook. Any student who repeatedly violates behavioral expectations will be required to attend a meeting with school staff and the student's parent or guardian.

Charter law requires the petition to describe the procedures by which pupils can be suspended or expelled. Other important discipline policies, such as non-expulsion dismissals, if utilized by MHS, will be included in the Handbook.

This Pupil Suspension and Expulsion Policy (described below) has been established in order to promote learning and protect the safety and well-being of all students at MHS. When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction, or take other disciplinary measures as necessary. This policy shall serve as MHS's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. MHS shall ensure that its policies and procedures regarding suspension and expulsion will be periodically reviewed, and modified as necessary, including, for example, any modification of the lists of offenses for which students are subject to suspension or expulsion.

MHS staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Handbook and will clearly describe behavioral expectations. Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians, detention during and after school hours, use of alternative educational environments, suspension or expulsion.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion. MHS will develop a progressive discipline policy to ensure that staff enforces disciplinary rules and procedures fairly and consistently amongst all students and accords all students due process.

MHS shall ensure the appropriate interim placement of students during and pending the completion of the school's student expulsion process.

MHS will implement operational and procedural guidelines ensuring federal and state laws and regulations regarding the discipline of students with disabilities are met. The school shall also ensure staff is knowledgeable about and complies with the school's policies with regard to special education.

Within 30 days of expulsion, the Charter School shall notify the superintendent of the school district for the student's last known address that the student was expelled.

1. Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: (a) while on school grounds; (b) while going to or coming from school; (c) during the lunch period, whether on or off the school campus; or (d) during, going to, or coming from a school-sponsored activity. Suspensions and expulsions are recommended by either the Executive Director or his or her designee acting in his or her capacity as Discipline Officer.

2. Enumerated Offenses

Discretionary Offenses

Students may be disciplined when a Discipline Officer determines that the pupil failed to comply with the school's policies or expectations regarding attendance, mutual respect, sexual harassment, substance abuse, violence, or safety. Offenses that could lead to suspension or expulsion include but are not limited to:

- (a) 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.
- (b) 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.
- (c) 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 intoxicant of any kind.
- (d) 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.
- (e) Committed or attempted to commit robbery or extortion.
- (f) Caused or attempted to cause damage to school property or private property.
- (g) Stolen or attempted to steal school property or private property or knowingly received stolen school property or private property.

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- (h) Possessed or used tobacco, or any products 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.
- (i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- (j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia as defined in Section 11014.5 of the Health and Safety Code.
- (K) Disrupted school activities or otherwise willfully defied valid authority of supervisors, teachers, administrators, other school officials or other school personnel engaged in the performance of their duties. (Does not qualify for expulsion)
- (l) Possessed an imitation firearm, as defined in Education Code Section 48900(m).
- (m) 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 234.4 of the Penal Code.
- (n) 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.
- (o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- (p) Engaged in, or attempted to engage in, hazing, as defined in Education Code Section 48900(q)
- (q) Engaged in an act of bullying, as defined in Education Code Section 48900(r).
- (r) Committed sexual harassment as defined in Education Code Section 212.5.
- (s) Caused, attempted to cause, threatened to cause, or participated in an act of, hate violence, as defined in subdivision (e) of Section 233.
- (t) Intentionally engaged in harassment, threats, or intimidation, directed against school district personnel or pupils, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of either school personnel or pupils by creating an intimidating or hostile educational environment.

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- (u) Made terroristic threats against school officials or school property, or both, as defined in Education Code Section 48900.7(b).

Mandatory Suspension Offenses

Students shall be suspended and may be recommended for expulsion when a Discipline Officer determines that the pupil:

- (a) Caused serious physical injury to another person, except in self-defense.
- (b) Possessed any knife or other dangerous object of no reasonable use to the pupil.
- (c) Unlawfully possessed of any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, except for: (i) the first offense for the possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis; and (ii) the possession of over-the-counter medication for use by the pupil for medical purposes or medication prescribed for the pupil by a physician.
- (d) Committed robbery or extortion.
- (e) Committed assault or battery, as defined in Section 240 and 242 of the Penal Code, upon any school employee.

Mandatory Expulsion Offenses

Students shall be suspended and recommended for expulsion when a Discipline Officer determines that the pupil:

- (a) Possessed, sold, or otherwise furnished a firearm.
- (b) Brandished a knife at another person.
- (c) Unlawfully selling a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.
- (d) Committed or attempted to commit a sexual assault as defined in Education Code Section 48900(n) or committing a sexual battery as defined in Section 48900(n).
- (e) Possessed an explosive.

3. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

Conference

Suspension may be preceded, at a Discipline Officer's discretion, by a Suspension Conference conducted by a Discipline Officer or designee with the student and his or her parent/guardian. If a student is suspended without a Suspension Conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a Conference.

At the Suspension Conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense. The Discipline Officer shall make the final suspension determination.

Notice to Parents/Guardians

At the time of the suspension, a Discipline Officer or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student.

Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. For any suspension of more than five (5) consecutive school days, the student will also be recommended for expulsion and Charter School will follow the expulsion procedures described below. Upon a recommendation of expulsion by a Discipline Officer, the pupil and the pupil's guardian or representative will be invited to a Suspension Conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. This determination will be made by a Discipline Officer or designee upon either of the following: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing.

4. Authority to Expel

A student may be expelled by a Discipline Officer. Unless an appeal hearing is timely requested by the student's parent, a Discipline Officer's determination is final.

5. *Expulsion Procedures*

Notice to Parents/Guardian.

The parent(s) or guardian of a student shall have ten days from issuance of a written notice of a Discipline Officer's recommendation for expulsion to file a written request for an appeal hearing to be presided over by neutral officer(s) designated by Executive Director or Board (the "Hearing Officer"). At a minimum, the Hearing Officer will comply with the "neutral officer" requirements under Education Code section 47605(b)(5)(J)(ii)(II). If no appeal is requested, the expulsion becomes final as of the 11th day following a Discipline Officer's recommendation for expulsion.

Hearing.

The Hearing Officer shall hold an appeal hearing within 15 days of receipt of a timely request for an appeal of a Discipline Officer's recommendation for expulsion. During the hearing, the student shall have the right to representation, the right to present evidence, and the right to question MHS representatives. The hearing shall be held in a closed setting unless the Pupil makes a written request for a public hearing at least three days prior to the hearing.

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

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

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The student and/or his or her parent(s) or representative must present all written and oral evidence and argument to be considered for the appeal at the hearing. The school secretary or Hearing Officer's designee shall prepare minutes of the proceeding, which shall become part of the record of the proceeding along with all written evidence or other material submitted to the Hearing Officer. After considering the evidence, including testimony presented at the hearing, the Hearing Officer shall either (1) support a Discipline Officer's recommendation for expulsion, (2) reject that recommendation, or (3) modify that recommendation.

Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The Hearing Officer may determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Hearing Officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

Record of Hearing

A record of the hearing shall be made by minutes taken by the school secretary or Hearing Officer's designee.

6. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by a Discipline Officer to expel must be supported by substantial evidence that the student committed an expellable offense. The Hearing Officer's findings and determination shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Hearing Officer determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

The final decision by the Hearing Officer shall be made within ten school days following the conclusion of the hearing, in the form of written findings of fact. The decision of the Hearing Officer is final. If the Hearing Officer decides against expulsion, the pupil shall immediately be returned to his/her educational program.

7. Written Notice to Expel

Following a decision of the Hearing Officer to expel, MHS shall send written notice of the determination to expel, including the Hearing Officer's findings of fact, to the student

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and parent/guardian. This notice shall also include the following: notice of the specific offense committed by the student; and notice of the student's or parent/guardian's obligation to inform any new district or school in which the student seeks to enroll of the student's status with the school.

MHS shall send a copy of the written notice of the determination to expel to the school district of the student's last known residence.

No Right to Appeal Hearing Officer Determination

The Hearing Officer's determination after the expulsion appeal hearing is final.

Expelled Pupils/Alternative Education

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

8. Disciplinary Records

MHS shall maintain records of all student suspensions and expulsions. Such records shall be made available to the authorizer upon request.

Special Education Students

A student identified as an individual with disabilities or for whom the campus has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act ("IDEIA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. Prior to recommending expulsion in such cases, the school shall conduct a manifestation determination meeting. MHS will follow all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom the school has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

9. Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities

Notification of SELPA

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

Services During Suspension

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

Procedural Safeguards/Manifestation Determination

Within ten school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation behavioral rules and expectations as set forth in the Handbook, MHS, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

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

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

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

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

If MHS, the parent, and relevant members of the IEP/504 team determine that the behavior was not a manifestation of the student's disability and that the conduct in

question was not a result of the failure to implement the IEP/504 Plan, then MHS may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

Due Process Appeals

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

10. Involuntary Removal

No pupil shall be involuntarily removed by MHS for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform him or her of the right to a hearing adjudicated by a neutral officer before the effective date of the action. If the pupil's parent, guardian, or educational rights holder exercises the right to a hearing, the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions.

11. Gun-Free Schools Act

MHS shall comply with the federal Gun Free Schools Act.

12. Readmission

The TLC Board may adopt rules establishing a procedure for filing and processing requests for readmission and the process for the required review of an expelled pupil for readmission. Upon completion of the readmission process, the TLC Board may readmit the pupil.

Element 11: Retirement Programs

“The manner by which staff members of the charter schools will be covered by the State Teachers’ Retirement System, the Public Employees’ Retirement System, or federal social security.” Education Code § 47605 (b)(5)(K)

TLC currently participates in the State Teachers’ Retirement System (STRS) and the Public Employee Retirement System (PERS) program available to all eligible persons working at the school. The Director of Human Resource in conjunction with ARI, our contracted business services provider, will be responsible for appropriate arrangements for retirement coverage that have been made. All withholding from employees and TLC will be reported and forwarded to the STRS fund as required, and TLC will continue to comply with all policies and procedures for payroll reporting. Employees will accumulate service credit years in the same manner as all other members of STRS and/or PERS, as applicable. The TLC Board of Directors reserves the right to offer additional or alternative plans as it deems appropriate.

Every effort will be made for financial compensation for all employees of TLC at a salary level competitive to attract and retain qualified teachers and staff.

Element 12: Attendance Alternatives

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

Pupils who choose not to attend MHS may choose to attend other public schools in their district of residence or pursue an intra/inter-district transfer in accordance with existing enrollment and transfer policies of the respective school district.

Element 13: Rights of Charter Employees

“The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school.” Education Code § 47605 (b)(5)(M)

Persons employed by TLC are not considered employees of the District for any purpose whatsoever. Employees of the District who resign from District employment to work at TLC and who later wish to return to the District shall be treated the same as any other former District employee seeking reemployment. No special provisions pertaining to leave and return rights for District union employees shall apply to MHS employees, but shall be handled by District in accordance with its then-current collective bargaining agreements. TLC shall not have any authority to confer any rights to return to district employees. Employment by MHS provides no rights of employment at any other entity, including, but not limited to, any rights in the case of closure of MHS.

Element 14: Mandatory Dispute Resolution

“The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter.” Education Code § 47605 (b)(5)(N)

MHS and the District agree to resolve all disputes regarding this charter pursuant to the terms of this section. All parties will refrain from public commentary regarding any disputes until the matter has progressed through the dispute resolution process.

Any controversy or claim arising out of or relating to the charter agreement, except any controversy or claim that is in any way related to revocation of this charter, will be handled first through an informal process in accordance with the following procedures. Revocation proceedings shall proceed in accordance with applicable laws and regulations.

1. Written Notification

A written notification, identifying the nature of the dispute and any supporting facts, must be submitted by the complaining party to the other party. The written notification may be tendered by personal delivery, facsimile, or certified mail. The written notification will be deemed received if: (a) it is personally delivered by 4:00 p.m. or otherwise on the business day following personal delivery; (b) it is communicated through facsimile, upon electronic confirmation of receipt; or (c) it is delivered by mail, two (2) business days after deposit in the U.S. mail. All written notices to the District shall be addressed to the Superintendent. All written notices to MHS shall be addressed as follows:

Virginia Stewart
Executive Director of Tracy Learning Center
51 E. Beverly Place
Tracy, CA 95376

2. Written Response

A written response shall be tendered to the complaining party within twenty (20) business days from the date of receipt of the written notification. The parties agree to schedule a conference to discuss the claim or controversy (“Resolution Conference”). The Resolution Conference shall take place within fifteen (15) business days from the date the written response is received by the other party or another mutually-agreeable date. The written response may be tendered by personal delivery, facsimile, or certified mail. The written response shall be deemed received if: (a) it is personally delivered upon date of delivery to the

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address of the person to receive such notice by 4:00 p.m., or otherwise on the business day following personal delivery; (b) it is communicated by facsimile, upon electronic confirmation of receipt; or (c) it is delivered by mail, two (2) business days after deposit in the U.S. mail.

3. Mediation for Non-Agreement

If the controversy, claim, or dispute cannot be resolved by mutual agreement at the Resolution Conference, then either party may request that the matter be resolved by mediation. Each party shall bear its own costs and expenses associated with the mediation. Both the mediator and the administrative fees of the mediation shall be shared equally among the parties. Mediation proceedings shall commence within 120 days from the date of the Resolution Conference. The parties shall mutually agree upon the selection of a mediator to resolve the controversy, claim, or dispute. If the mediation is not successful, then the parties agree to settle the controversy, claim or dispute by binding arbitration conducted by a single arbitrator in accordance with the guidelines of the American Arbitration Association. The arbitrator must be an active member of the California State Bar or a retired judge of the state or federal judiciary of California. Each party shall bear its own costs and expenses, including attorneys' fees, associated with the arbitration. The arbitrator's fees and the administrative fees of the arbitration shall be shared equally among the parties.

Both parties shall exchange information as necessary to avoid disputes and assist in curing disputes and shall use their best efforts to resolve disputes between them at the earliest possible time.

4. Refusal to Arbitrate

Any party who fails or refuses to submit to arbitration shall bear all costs and expenses incurred by such other party in compelling arbitration of any controversy, claim, or dispute.

Internal Disputes

All internal disputes between parents, teachers, students, administrators, and Board of Directors members of TLC shall be resolved by the school according to the school's own internal policies. The District shall not be involved with internal disputes of the school unless the school requests the District's involvement.

Element 15: Charter School Closing Procedures

“The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records.” Education Code § 47605 (b)(5)(O)

The following are closing procedures that abide by *California Education Code §47605(b)(5)(O)*, should the school close for any reason. The decision to close the school, either by the TLC Board of Directors or by the District, will be documented in a Closure Action. The Closure Action will be deemed to have been automatically made when any of the following occur:

- The charter is revoked in accordance with the State laws and regulations with regard to revocations, or not renewed by the District and MHS has exhausted its appeal rights;
- The TLC Board of Directors votes to close the school; or
- The charter lapses.

Upon school closure, the Board of Directors will be responsible for overseeing all closure-related activities, and may delegate that responsibility to the Executive Director or other staff member.

In the event of a Closure Action, written notification will be made promptly to the parents/guardians/caregivers of the enrolled students, District, SELPA, County Superintendent of Schools, retirement systems in which the school’s employees participate, and the California Department of Education. The written notification will include the effective date of closure, the name and contact information for the person to whom reasonable inquiries may be made, the students’ school districts of residence, and the manner in which parents/guardians/caregivers may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements.

The written notification to parents may also include information on assistance in transferring their child to another appropriate school and the process for the transfer of the student’s records. All transfers of student records will be made in compliance with the *Family Educational Rights and Privacy Act (“FERPA”) 20 USC Section 1232g*. MHS will ask the pupils’ schools districts of residence to store original records of charter school students if the pupil’s parents do not request that records be transferred to another educational institution. All state assessment results, special education records, and personnel records will be transferred to and maintained by the person/entity responsible for closure-related activities in accordance with applicable law.

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MHS shall provide a list of students in each grade level and the classes they have completed, together with information on the students' districts of residence, to the person/entity responsible for conducting closure-related activities.

A financial closeout audit of the school will be paid for by MHS. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to MHS. The final independent audit shall be completed within six (6) months after the closure of the school and the report will be provided to the District promptly upon its completion. An independent auditor who is on the State's approval list of education auditors will employ generally accepted accounting principles to conduct this audit. Upon closure, any liability or debt incurred by MHS will be the responsibility of MHS and not the District. MHS will utilize its reserve funds to cover the expenses of school closure.

In accordance with state law, all unrestricted assets (acquired with public or private funds) including, but not limited to, all real estate properties, capital outlay and equipment, personal properties, intellectual properties, all ADA apportionments, and other revenues generated by students attending MHS, remain the sole property of the nonprofit public benefit corporation TLC. If the corporation dissolves, any such assets shall be distributed in accordance with the distribution plan adopted by the corporation and consistent with the Articles of Incorporation. The distribution plan may include allocation to other charter schools, or other public or nonprofit entities, in accordance with state law.

For six (6) calendar months from the Closure Action, or until the budget allows, whichever comes first, sufficient staff as deemed appropriate by the TLC Board of Directors, will maintain employment to take care of all necessary tasks and procedures required for a smooth closing of the school and student transfers. All other staff employment will be terminated upon Closure Action.

In addition to a final audit, MHS will also submit any required year-end financial reports to the California Department of Education and the District in the form and timeframe required.

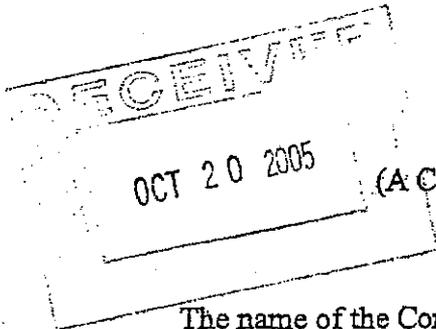
APPENDIX

2064983

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

NOV 13 2001

BILL JONES, Secretary of State



ARTICLES OF INCORPORATION
OF

TRACY LEARNING CENTER

(A California Non-Profit Public Benefit Corporation)

I.

The name of the Corporation shall be: Tracy Learning Center.

II.

The Corporation is a non-profit public benefit corporation and is not organized for the private gain of any person. It is organized under the Non-Profit Public Benefit Corporation Law for public and charitable purposes. The specific purposes for which this Corporation is organized are to manage, operate, guide, direct and promote one or more charter schools approved by the Tracy Unified School District.

The Corporation is organized and operated exclusively for educational and charitable purposes pursuant to and within the meaning of section 501(c)(3) of the Internal Revenue Code or the corresponding provision of any future United States Internal Revenue Law. Notwithstanding any other provision of these articles, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation. The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

III.

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

Phillip Murray
Spector, Middleton, Young & Minney, LLP
7 Park Center Drive
Sacramento, CA 95825

IV.

All corporate property is irrevocably dedicated to the purposes set forth in the second article above. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to any of its directors, members, trustees, officers or other private persons except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered, and to make payments and distributions in furtherance of the purposes set forth in Article II.

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

Subject to the provisions of the non-profit public benefit provisions of the Non-Profit Corporation Law of the State of California, and any limitations in the articles or bylaws relating to action to be approved by the members or by a majority of all members, if any, the activities and affairs of this Corporation shall be conducted and all the powers shall be exercised by or under the direction of the board of directors.

The number of directors shall be as provided for in the bylaws. The bylaws shall prescribe the qualifications, mode of election, and term of office of directors.

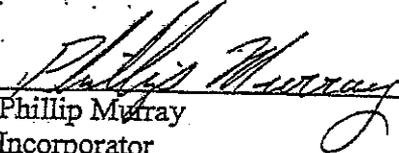
V.

The authorized number and qualifications of members of the corporation, if any, the different classes of membership, the property, voting and other rights and privileges of members, and their liability for dues and assessments and the method of collection thereof, shall be set forth in the bylaws.

VI.

Upon the dissolution or winding up of the Corporation, its assets remaining after payment of all debts and liabilities of the Corporation, shall be distributed to a non-profit fund, foundation, or association which is organized and operated exclusively for educational, public or charitable purposes and which has established its tax exempt status under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

Dated: 11-12-2001


Phillip Murray
Incorporator



FIRST RESTATED BYLAWS

OF

TRACY LEARNING CENTER

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**RESTATED BYLAWS
OF
TRACY LEARNING CENTER
A California Nonprofit Public Benefit Corporation**

**ARTICLE I
Name**

The name of this corporation is Tracy Learning Center.

**ARTICLE II
Purposes**

The corporation is organized for the specific and general purposes specified in its Articles of Incorporation.

**ARTICLE III
Offices**

Section 1. Principal Office.

The corporation's principal office shall be located at 51 E. Beverly Place, Tracy, California 95376, California. The Board of Directors ("Board" or "Governing Board") is granted full power and authority to change the principal office from one location to another within California.

Section 2. Other Offices.

Branch or subordinate offices may at any time be established by the Board at any place or places where the corporation is qualified to do business.

**ARTICLE IV
Membership**

Section 1. Members.

Unless and until these bylaws are amended to provide otherwise, this corporation shall have no statutory members, as the term "member" is defined in Section 5056 of the California Nonprofit Corporation Law. Any action which would otherwise by law require approval by a majority of all members or approval by the members shall require only approval of the Board. All rights which would otherwise by law vest in the members shall rest in the Board.

Section 2. Associates.

Nothing in this Article shall be construed to limit the corporation's right to refer to persons associated with it as "members" even though such persons are not members, and no such reference by the corporation shall render anyone a member within the meaning of Section 5056 of the California Nonprofit Corporation Law. Such individuals may originate and take part in the discussion of any subject that may properly come before any meeting of the Board, but may not

vote. The corporation may confer, by amendment of its Articles of Incorporation or of these Bylaws, some or all of a member's rights, set forth in the California Nonprofit Corporation Law, upon any person who does not have the right to vote for the election of directors, on a disposition of substantially all of the assets of the corporation, on a merger, on a dissolution, or on changes to the corporation's Articles of Incorporation or Bylaws, but no such person shall be a member within the meaning of said Section 5056. The Board may also, in its discretion, without establishing memberships, establish an advisory council or honorary board or such other auxiliary groups as it deems appropriate to advise and support the corporation.

ARTICLE V Board of Directors

Section 1. Powers.

Subject to the limitations of the California Nonprofit Public Benefit Corporation Law, the corporation's Articles of Incorporation and these Bylaws, the activities and affairs of the corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board. The Board may delegate the management of the corporation's activities to any person(s), management company or committees, however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board. No assignment, referral or delegation of authority by the Board or anyone acting under such delegation shall preclude the Board from exercising full authority over the conduct of the corporation's activities, and the Board may rescind any such assignment, referral or delegation at any time.

Without prejudice to its general powers, but subject to the same limitations set forth above, the Board shall have the following powers in addition to any other powers enumerated in these Bylaws and permitted by law:

- i. To select and remove all of the officers, agents and employees of the corporation; to prescribe powers and duties for them which are not inconsistent with law, the corporation's Articles of Incorporation or these Bylaws; to fix their compensation; and to require security from them for faithful service;
- ii. To conduct, manage and control the affairs and activities of the corporation and to make such rules and regulations therefor which are not inconsistent with law, the corporation's Articles of Incorporation or these Bylaws;
- iii. To adopt, make and use a corporate seal and to alter the form of the seal from time to time;
- iv. To borrow money and incur indebtedness for the purposes of the corporation, and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations and other evidences of debt and securities therefore;
- v. To carry on a business and apply any revenues in excess of expenses that results from the business activity to any activity in which it may lawfully engage;

vi. To act as trustee under any trust incidental to the principal object of the corporation, and receive, hold, administer, exchange and expend funds and property subject to such trust;

vii. To acquire 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 real and personal property; and

viii. To assume any obligations, enter into any contracts or other instruments, and do any and all other things incidental or expedient to the attainment of any corporate purpose.

Section 2. Number and Qualifications of Directors.

i. The authorized number of Directors shall be not less than three (3) or more than eleven (11), unless changed by a duly adopted amendment to this provision. The exact number of Directors shall be fixed within these limits by a resolution of the Board, and is currently nine (9).

ii. The qualifications for Directors are generally the ability to attend Board meetings, a willingness to actively support and promote the corporation, its charter schools, and a dedication to its educational endeavors. Vacant Director positions may be advertised and the Board may interview candidates for new Directors.

Section 3. Election and Term of Office.

i. Directors shall be elected at a meeting of the Board by a majority vote of the Directors holding office as of the date of such meeting

ii. So long as the corporation holds a charter for a California public charter school, one (1) additional Director may be appointed by the governing board of a charter authorizer, at the authorizer's discretion.

iii. Except for a Director appointed by the charter authorizer, which shall have a term of one (1) year, Directors shall be permitted to hold office for unlimited terms.

Section 4. Resignation and Removal.

Subject to the provisions of Section 5226 of the California Nonprofit Public Benefit Corporation Law, any Director may resign effective upon giving written notice to the President, the Secretary, or the Board, unless the notice specifies a later effective time. If the resignation is effective at a future time, a successor may be selected before such time, to take office when the resignation becomes effective. Other than a director appointed by a charter authorizer pursuant to Education Code Section 47604(b), any director may be removed at any time by a majority vote of the Board due to excessive absences from regularly scheduled meetings or because of unsatisfactory discharge of duties.

Section 5. Vacancies.

- i. A Board vacancy or vacancies shall be deemed to exist if any Director dies, resigns, or is removed, or if the authorized number of Directors is increased.
- ii. Notwithstanding Section 4, the Board may declare vacant the office of any Director who has been convicted of a felony, or has been found to have breached any duty arising under Article 3 of Chapter 2 of the California Nonprofit Public Benefit Corporation Law or to be of unsound mind by any court of competent jurisdiction.
- iii. A vacancy on the Board shall be filled by election of the Board as set forth in Section 3(i) of this Article V. Each Director so elected, appointed, or designated shall hold office until the expiration of the term of the replaced Director and continue to hold office until a qualified successor has been elected, appointed, or designated.
- iv. No reduction of the authorized number of Directors shall have the effect of removing any Director prior to the expiration of the Director's term of office.

Section 6. Place and Conduct of Board Meetings.

Meetings of the Board shall be held at the principal office of the corporation or at any other place within or without the State of California which has been designated in the notice of the meeting or, if there is no notice, by resolution of the Board. To the extent required by law and to the extent the meeting is related to a charter held by the corporation, meetings of the Board shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as the same may be modified from time to time ("Brown Act"), and shall occur within the jurisdictional boundaries of the charter school.

Section 7. Meetings; Annual Meeting.

The Board shall meet annually for the purpose of organization, appointment of officers and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date and place as may be specified by resolution of the Board.

Section 8. Regular Meetings.

Regular meetings of the Board, including annual meetings, shall be held without call or notice at such times and places as may from time to time be fixed by the Board. Notwithstanding any other provision of these bylaws, to the extent expressly required by law or by contract, all meetings (regular and special) of the Board and its committees shall be called, noticed, and held in compliance with the provisions of the Brown Act.

Section 9. Special Meetings.

Special meetings of the Board for any purpose may be called at any time by the president, the secretary or any two Directors. The party calling such special meeting shall determine the place, date and time thereof.

Section 10. Notice of Special Meetings.

i. Special meetings of the Board may be held only after each Director has received twenty-four (24) hours' prior notice delivered personally or by any other means.

ii. Any such notice shall be addressed or delivered to each Director at the Director's address as it is shown on the records of the corporation or as may have been given to the corporation by the Director for purposes of notice or, if an address is not shown on the corporation's records or is not readily ascertainable, at the place at which the meetings of the Directors are regularly held.

iii. Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver. Notice will be deemed waived by any Board member who is actually present at the meeting or at or prior to the meeting files a written waiver of notice with the Secretary of the Board .

iv. The notice of special meeting shall state the time of the meeting, and the place if the place is other than the principal office of the corporation, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

v. Special meetings of the Board related to a charter held by the corporation will be called, held and conducted in accordance with the Brown Act, and agendas for such special meetings will be posted twenty-four (24) hours prior to the meeting in a location accessible to the public. Emergency meetings of the Board related to a charter held by the corporation will be called, held and conducted in accordance with Government Code section 54956.5.

Section 11. Quorum.

A majority of the Directors then in office shall constitute a quorum. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present is an act of the Board, subject to the more stringent provisions of the California Nonprofit Public Benefit Corporation Law, including, without limitation, those provisions relating to (a) approval of contracts or transactions in which a director has a direct or indirect material financial interest, (b) approval of certain transactions between corporations having common directorships, (c) creation of and appointments to committees of the board, and (d) indemnification of directors, except as may be otherwise provided under the Political Reform Act, if applicable. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for such meeting. Directors may not vote by proxy.

Section 12. Adjournment.

A majority of the Directors present, whether or not a quorum is present, may adjourn any directors meeting to another time or place. If a meeting is adjourned for more than twenty-four (24) hours, notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the Directors who were not present at the time of the adjournment.

Section 13. Rights of Inspection.

Subject to applicable federal and state laws regarding pupil confidentiality, every Director has the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the corporation.

Section 14. Board Committees.

The Board may appoint an executive committee and one or more other committees each consisting of two (2) or more Directors to serve at the pleasure of the Board, and delegate to such committee any of the authority of the Board, except with respect to:

- a. The filling of vacancies on the Board or on any committee which has the authority of the Board;
- b. The fixing of compensation of the Directors for serving on the Board or on any committee;
- c. The amendment or repeal of bylaws or the adoption of new bylaws;
- d. The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;
- e. The appointment of other committees having the authority of the Board;
- f. Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of a majority of all members of the Board; or the approval of any self-dealing transaction as such transactions are defined in Section 5233(a) of the California Nonprofit Public Benefit Corporation Law, except as permitted under Article VI.

Any such committee must be created, and the members thereof appointed, by resolution adopted by a majority of the number of Directors then in office, and any such committee may be designated as an executive committee or by such other name as the Board shall specify. The Board may appoint, in the same manner, alternate members to a committee who may replace any absent member at any meeting of the committee. The Board shall have the power to prescribe the manner in which proceedings of any such committee shall be conducted. In the absence of any such prescription, such committee shall have the power to prescribe the manner in which its proceedings shall be conducted. To the extent required by law, meetings of board committees will be called, held and conducted in accordance with the Brown Act. . Minutes shall be kept of each meeting of each committee.

Section 15. Other Committees.

a. The president, subject to the limitations imposed by the Board, or the Board, may create other committees, either standing or special, to serve the Board which do not have the powers of the Board. The president, with the approval of the Board, shall appoint members to serve on such committees, and shall designate the committee chair. If a Director is on a committee, he or she shall be the chair. Each member of a committee shall continue as such until the next annual election of officers and until his or her successor is appointed, unless the member sooner resigns or is removed from the committee.

b. Meetings of a committee may be called by the president, the chair of the committee or a majority of the committee's voting members. Each committee shall meet as often as is necessary to perform its duties. Notice of a meeting of a committee may be given at any time and in any manner reasonably designed to inform the committee members of the time and place of the meeting. A majority of the voting members of a committee shall constitute a quorum for the transaction of business at any meeting of the committee. Each committee may keep minutes of its proceedings and shall report periodically to the Board. A committee may take action by majority vote.

c. Any member of a committee may resign at any time by giving written notice to the president. Such resignation, which may or may not be made contingent upon formal acceptance, shall take effect upon the date of receipt or at any later time specified in the notice. The president may, with prior approval of the Board, remove any appointed member of a committee. The president, with the Board's approval, shall appoint a member to fill a vacancy in any committee or any position created by an increase in the membership for the unexpired portion of the term. To the extent required by law, meetings of committees will be called, held and conducted in accordance with the Brown Act.

Section 16. Fees and Compensation.

Directors and members of committees shall not receive any compensation for their services; however, the Board may approve reimbursement of a Director's actual and necessary expenses incurred in the conduct of the corporation's business.

Section 17. Non-Liability of Directors.

No Director shall be personally liable for the debts, liabilities or other obligations of this corporation.

Section 18. Interested Persons.

Not more than forty-nine percent (49%) of the Directors serving on the Board may be "interested persons." An "interested person" is (i) any person compensated by the corporation for services rendered to it within the previous twelve (12) months whether as a full- or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Director as a director, and (ii) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law or father-in-law of any such person.

However, any violation of the provisions of this Section shall not affect the validity or enforceability of any transaction entered into by the corporation.

Section 19. Standard of Care.

A Director shall perform the duties of a Director, including duties as a member of any committee of the Board upon which the Director may serve, in good faith, in a manner such Director believes to be in the best interests of the corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. In performing the duties of a director, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

- i. One or more officers or employees of the corporation whom the Director believes to be reliable and competent in the matters presented;
- ii. Counsel, independent accountants or other persons as to matters which the Director believes to be within such person's professional or expert competence; or
- iii. A committee of the Board upon which the Director does not serve as to matters within its designated authority, provided the Director believes merits confidence and the Director acts in good faith, after reasonable inquiry when the need therefor is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.
- iv.

Section 20. Annual Report.

The Board shall cause an annual report to be prepared and sent to each Director not later than 120 days after the close of the fiscal year. That report shall contain the following information, in reasonable detail:

- a. The assets and liabilities, including the trust funds, or the corporation as of the end of the preceding fiscal year;
- b. The principal changes in assets and liabilities, including trust funds, during the preceding fiscal year;
- c. The corporation's revenue or receipts, both unrestricted and restricted to particular purposes, for the preceding fiscal year;
- d. The corporation's expenses or disbursement for both general and restricted purposes during the preceding fiscal year;
- e. Any information required by Section 6322 of the California Nonprofit Public Benefit Corporation Law, with respect to the preceding fiscal year.

The report required by this Section shall be accompanied by an independent accountant's report or if none, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the corporation's books and records.

Section 21. Annual Statement of Certain Transactions and Indemnifications.

Pursuant to Section 6322 of the California Nonprofit Public Benefit Corporation Law, the corporation shall furnish an annual statement of certain transactions and indemnifications to each of the Directors no later than 120 days after the close of the fiscal year. If the corporation issues an annual report as set forth in Section 21 of this Article, this requirement shall be satisfied by including the required information, as set forth below, in such report:

a. Any "covered transaction" (defined below) during the previous fiscal year of the corporation involving more than Fifty Thousand Dollars (\$50,000) or which was one of a number of "covered transactions" in which the same "interested person" (defined below) had a direct or indirect material financial interest, and which transactions in the aggregate involved more than Fifty Thousand Dollars (\$50,000). The statement shall describe the names of any "interested persons" involved in such covered transactions, including such "interested persons" relationship to the transaction, and, where practicable, the amount of such interest; provided, that in the case of a transaction with a partnership of which the "interested person" is only a partner, only the interest of the partnership need be stated.

b. For the purposes of this Section, a "covered transaction" is a transaction in which the corporation, its parent or its subsidiary, was a party, and in which either of the following had a direct or indirect material financial interest:

- i. Any Director or officer of the corporation, or its parent or subsidiary; or
- ii. Any holder of more than ten percent (10%) of the voting power of the corporation, its parent or its subsidiary.

c. The amount and circumstances of any indemnifications or advances aggregating more than Ten Thousand Dollars (\$10,000) paid during the fiscal year of the corporation to any officer or Director of the corporation.

For purposes of this Section, any person described in either paragraph (i) or (ii) of subsection b. above is an "interested person."

ARTICLE VI

Transactions Between Corporation and Officers or Directors

Section 1. Self-Dealing Transactions. Pursuant to Section 5233 of the California Nonprofit Public Benefit Corporation Law, the Corporation shall not be a party to a transaction in which one or more of its directors has a material financial interest (“Interested Director”) unless:

a. The Attorney General, or the court in an action in which the Attorney General is an indispensable party, has approved the transaction either before or after it was consummated; or

b. Prior to entering into the transaction, after full disclosure to the Board of all material facts as to the proposed transaction and Interested Director’s interest and investigation and report to the Board as to alternative arrangements for the proposed transaction, if any, the Board in good faith and by a vote of a majority of the directors then in office (without including the vote of the Interested Director)

i. Resolves and finds that (1) the transaction is in the corporation’s best interests and is entered into for the Corporation’s own benefit, (2) the transaction is fair and reasonable as to the corporation, and (3) after reasonable investigation under the circumstances as to the alternatives, the corporation could not have obtained a more advantageous arrangement with reasonable efforts under the circumstances, and

ii. approves the entire transaction; or

c. If it is not reasonably practicable to obtain approval of the Board prior to entering into such transaction, and, prior to entering into said transaction, a committee or person authorized by the Board approves the transaction in a manner consistent with the procedure set forth in subsection b. of this section; and the Board, after determining in good faith that the corporation entered into the transaction for its own benefit and that the transaction was fair and reasonable as to the corporation at the time it was entered into, ratifies the transaction at its next meeting by a vote of the majority of the directors then in office, without counting the vote of the Interested Director. However, the Interested Director may be counted in determining the presence of a quorum at the meeting of the Board which authorizes, approves or ratifies a contract or transaction.

Section 2. Interested Director’s Vote. In determining whether the Board validly met to authorize or approve a self-dealing transaction, an Interested Director may be counted to determine the presence of a quorum, but an Interested Director’s vote may not be counted toward the required majority for such authorization, approval, or ratification.

Section 3. Persons Liable and Extent of Liability. If a self-dealing transaction has not been approved as provided in Section 1 of this Article, the interested director(s) may be required to do such things and pay such damages as a court may provide as an equitable and fair remedy to the Corporation, considering any benefit received by it and whether or not the interested director(s) acted in good faith and with the intent to further the best interests of the Corporation.

Section 4. Contracts or Transactions with Mutual Directors. No contract or other transaction between the corporation and any domestic or foreign corporation, firm, or association of which one or more of the corporation’s directors is a director is either void or void-able because such director is present at the meeting of the Board or committee thereof which authorizes, approves, or ratifies the contract or transaction if:

a. The material facts as to the transaction and as to such director's other directorship are fully disclosed or known to the Board or committee, and the Board or committee authorizes, approves, or ratifies the contract or transaction in good faith by a vote sufficient without counting the vote of the common director; or

b. As to contracts or transactions not approved as provided in subsection a. of this Section, the contract or transaction is just and reasonable as to the corporation at the time it is authorized, approved, or ratified.

Notwithstanding the foregoing, this Section shall not apply to self-dealing transactions described in Section 1 of this Article above.

Section 5. Corporate Loans and Advances. The corporation shall not make any loan of money or property to or guarantee the obligation of any director or officer, except as is expressly allowed under Section 5236 of the California Nonprofit Public Benefit corporation law; provided, however, the corporation may advance money to a director or officer of the corporation for expenses reasonably anticipated to be incurred in the performance of duties of such director or officer, provided that in the absence of such advance, such director or officer would be entitled to be reimbursed for such expenses by the corporation.

Section 6. General Public Agency Provisions Governing Certain Transactions. Notwithstanding the foregoing Sections, nothing in this Article VI shall be construed to authorize any transaction otherwise prohibited by California Government Code Section 81000 *et seq.*, or other applicable laws.

ARTICLE VII Officers

Section 1. Officers.

The officers of this corporation shall be a president, one or more vice presidents, a secretary, and a chief financial officer. The corporation may also have, at the discretion of the Board, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be elected or appointed by the Board. Any number of offices may be held by the same person, except that neither the secretary nor the treasurer may serve concurrently as the president.

Section 2. Appointment of Officers.

Except as otherwise specified in Sections 3 and 9 of this Article, the officers of the corporation shall be chosen annually by the Board and each shall hold office until he or she shall resign or shall be removed or otherwise disqualified to serve, or his or her successor shall be elected and qualified.

Section 3. Subordinate Officers.

The Board may appoint and may empower the president to appoint such other officers as the business of the corporation may require, each of whom shall hold office for such period, have

such authority, and perform such duties as are provided in the bylaws or as the Board may from time to time determine.

Section 4. President.

The president is the chief executive officer of the corporation and has general supervision, direction and control of the business and affairs of the corporation. The president has the general management powers and duties usually vested in the office of president of a corporation, as well as such other powers and duties as may be prescribed from time to time by the Board.

Section 5. Vice President.

In the absence or disability of the president, vice president (or if more than one (1) vice president is appointed, in order of their rank as fixed by the Board or if not ranked, the vice president designated by the Board) shall perform all the duties of the president and when so acting shall have all the powers of, and be subject to all of the restrictions upon, the President. The vice presidents shall have such other powers and perform such other duties as the Board may prescribe from time to time.

Section 6. Secretary.

The secretary shall keep or cause to be kept, at the principal office of the corporation the State of California, the original or a copy of the corporation's Articles of Incorporation and bylaws, as amended to date, and a register showing the names of all Directors and their respective addresses. The secretary shall keep the seal of the corporation and shall affix the same on such papers and instruments as may be required in the regular course of business, but failure to affix it shall not affect the validity of any instrument. The secretary also shall keep or cause to be kept at the principal office, or at such other place as the Board may order, a book of minutes of all meetings of the Board and its committees, with the time and place of holding; whether regular or special; if special how authorized; the notice thereof given; the names of those present and absent; and the proceedings thereof. The secretary shall give or cause to be given notice of all the meetings of the Board required by these bylaws or by law to be given; shall keep the seal of the corporation in safe custody; shall see that all reports, statements and other documents required by law are properly kept or filed, except to the extent the same are to be kept or filed by the treasurer; and shall have such other powers and perform such other duties as may be prescribed from time to time by the Board.

Section 7. Chief Financial Officer.

The chief financial officer shall keep and maintain or cause to be kept and maintained adequate and correct accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains and losses. The books of account shall at all times be open to inspection by any Director. The chief financial officer shall deposit or cause to be deposited all monies and other valuables in the name and to the credit of the corporation in such depositories as may be designated by the Board. The chief financial officer shall disburse the funds of the corporation as shall be ordered by the Board, shall render to the President and the Directors, upon request, an account of all transactions as chief financial officer. The chief financial officer shall present an operating statement and report, since the last preceding

board meeting, to the Board at all regular meetings. The chief financial officer shall have such other powers and perform such other duties as may be prescribed from time to time by the Board.

Section 8. Removal and Resignation.

Any officer may be removed, either with or without cause, by the Board at any time. In the case of an officer appointed by the President, the President shall also have the power of removal. Any such removal shall be without prejudice to the rights, if any, of the officer under any contract of employment. Any officer may resign at any time by giving written notice to the corporation, but without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 9. Vacancies.

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

ARTICLE VIII Indemnification

Section 1. Indemnification. To the fullest extent permitted by law, this corporation shall indemnify its directors, officers, employees, and other persons described in Corporations Code section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the corporation by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board of Directors by any person seeking indemnification under Corporations Code section 5238(b) or section 5238(c), the Board of Directors shall promptly decide under Corporations Code section 5238(e) whether the applicable standard of conduct set forth in Corporations Code section 5238(b) or section 5238(c) has been met and, if so, the Board of Directors shall authorize indemnification.

Section 2. Other Indemnification. No provision made by this corporation to indemnify its directors or officers for the defense of any proceeding, whether contained in the Articles of Incorporation, bylaws, a resolution of members or directors, an agreement, or otherwise, shall be valid unless consistent with this Article. Nothing contained in this Article shall affect any right to indemnification to which: (i) persons other than such directors and officers may be entitled by contract or under the provisions of the California Tort Claims Act; or (ii) such directors may be entitled under the provisions of the California Tort Claims Act; or (iii) either may otherwise be entitled.

ARTICLE IX
Miscellaneous

Section 1. Fiscal Year. The fiscal year of the corporation shall be a fiscal year ending June 30.

Section 2. Checks, Drafts. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the corporation and any and all securities owned by or held by the corporation requiring signature for transfer shall be signed or endorsed by such person or persons and in such manner as from time to time shall be determined by the Board or the executive committee, if any, or by the President.

Section 3. Insurance. This corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, directors, employees, and other agents, to cover any liability asserted against or incurred by any officer, director, employee, or agent in such capacity or arising from the officer's, director's, employee's, or agent's status as such.

ARTICLE X
Effective Date and Amendments

Section 1. Effective Date. These bylaws and any amendments hereto shall become effective immediately upon their adoption by the vote of a majority of the Directors, unless the Board in adopting them provides that they are to become effective at a later date.

Section 2. Amendment of Bylaws. The Board may adopt, amend, or repeal bylaws unless doing so would be a prohibited amendment under the California Corporations Code. Any amendment to these bylaws will require a majority vote of the authorized number of directors.

CERTIFICATE OF ADOPTION

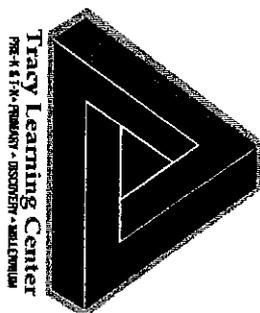
I, the undersigned, do hereby certify that I am the Secretary of Tracy Learning Center and that the foregoing Restated Bylaws constitute the bylaws of said corporation as duly adopted by the corporation's Board of Directors on _____, 2014.

Date: _____, 2014

_____, Secretary

Primary Charter/Discovery Charter

Trimester 1 ends November 9, 2018
 Trimester 2 ends March 8, 2019
 Trimester 3 ends June 27, 2019



Millennium High
 Quarter 1 ends October 5, 2018
 Quarter 2/Semester 1 December 14, 2018
 Quarter 3 ends March 8, 2019
 Quarter 4/Semester 2 May 23, 2019
 Fast Track begins May 24, 2019

2018	Week 1					Week 2					Week 3					Week 4					Week 5									
	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F					
July	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30	31								
August			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30	31					
September																														
October	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	31							
November																														
December	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	31									

2019	Week 1					Week 2					Week 3					Week 4					Week 5									
	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F					
January	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	31							
February						7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	31						
March						4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29					
April	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30								
May						6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30	31					
June	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	31									
July	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	31							
August						5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30					

School Resumes

Students Not in Attendance

SPECIAL EVENTS

Primary and Discovery
 Parent Conferences.....Nov 13-16
 Primary Parent
 Conferences..... March 11-15

SCHOOL EVENTS

MHS Graduation..... May 24
 8th Grade Promotion June 26
 8th Grade Trip..... June 27
 MHS Picture Day..... August 15
 DCS/DHSP Picture Day..... August 20
 PCS Picture Day..... September 4

VACATION

November 19 - 23
 December 24 - January 4
 April 15 - 26
 June 28 - August 2

HOLIDAYS

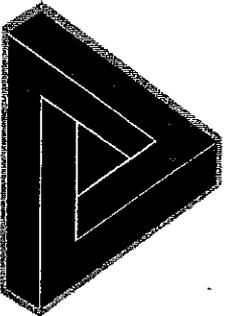
Labor Day..... Sept. 3
 Veteran's Day..... Nov. 12
 Martin Luther King's Day Jan. 21
 President's Day Feb. 18
 Memorial Day..... May 27

2018 - 2019 Student Calendar

Tracy Learning Center * 51 East Beverly Place, Tracy, CA 95376 * 209-290-0511 * FAX 209-831-5243

Primary Charter/Discovery Charter

Trimester 1 ends November 8, 2019
 Trimester 2 ends March 13, 2020 Trimester
 3 ends June 27, 2020



Tracy Learning Center
 PK-4 • PRESENT • DISCOVERY • MILLENNIA

Millennium High

Quarter 1 ends October 4, 2019
 Quarter 2/Semester 1 December 13, 2019
 Quarter 3 ends March 6, 2020
 Quarter 4/Semester 2 May 21, 2020
 Fast Track begins May 22, 2020

	2019					2020				
	M	T	W	Th	F	M	T	W	Th	F
July										
August	1	2	3	4	5	6	7	8	9	10
September	11	12	13	14	15	16	17	18	19	20
October	21	22	23	24	25	26	27	28	29	30
November	1	2	3	4	5	6	7	8	9	10
December	11	12	13	14	15	16	17	18	19	20

	2020					2020				
	M	T	W	Th	F	M	T	W	Th	F
January										
February	1	2	3	4	5	6	7	8	9	10
March	11	12	13	14	15	16	17	18	19	20
April	21	22	23	24	25	26	27	28	29	30
May	1	2	3	4	5	6	7	8	9	10
June	11	12	13	14	15	16	17	18	19	20
July	21	22	23	24	25	26	27	28	29	30
August	1	2	3	4	5	6	7	8	9	10

School Resumes

Students Not in Attendance

Primary and Discovery

Primary and Discovery
 Parent Conferences.....Nov 18-22
 Primary Parent
 Conferences..... March 16-20

MHS Graduation

MHS Graduation..... May 22
 8th Grade Promotion June 25
 8th Grade Trip..... June 26

Vacation

November 25 - 29
 December 23 - January 3
 April 6 - 17
 June 29 - July 31

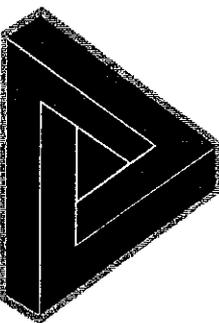
Holidays

Labor Day..... Sept. 2
 Veteran's Day..... Nov. 11
 Martin Luther King's Day Jan. 22
 President's Day Feb. 17
 Memorial Day..... May 25

2019 - 2020 Student Calendar

Tracy Learning Center * 51 East Beverly Place, Tracy, CA 95376 * 209-290-0511 * FAX 209-831-5243

Primary Charter/Discovery Charter
 Trimester 1 ends November 6, 2020
 Trimester 2 ends March 8, 2021
 Trimester 3 ends June 27, 2021



Millennium High
 Quarter 1 ends October 2, 2020
 Quarter 2/Semester 1 December 11, 2020
 Quarter 3 ends March 5, 2021
 Quarter 4/Semester 2 May 21, 2021
 Fast Track begins May 24, 2021

	2020					2021				
	M	T	W	Th	F	M	T	W	Th	F
July										
August	1	2	3	4	5	6	7	8	9	10
September	11	12	13	14	15	16	17	18	19	20
October	21	22	23	24	25	26	27	28	29	30
November	30									
December										

	2021					2022				
	M	T	W	Th	F	M	T	W	Th	F
January	4	5	6	7	8	9	10	11	12	13
February	14	15	16	17	18	19	20	21	22	23
March	24	25	26	27	28	29	30	31		
April										
May	1	2	3	4	5	6	7	8	9	10
June	11	12	13	14	15	16	17	18	19	20
July	21	22	23	24	25	26	27	28	29	30
August	30									

School Resumes

Students Not In Attendance

SPECIAL EVENTS

- Primary and Discovery
- Parent Conferences.....Nov 16-20
- Primary Parent Conferences..... March 15-19
- MHS Graduation..... May 21
- 8th Grade Promotion June 24
- 8th Grade Trip..... June 25
- Vacation
- November 23-27
- December 21-January 1
- June 29 - April 9
- June 28 - July 30
- Labor Day.....Sept. 7
- Veteran's Day.....Nov. 11
- Martin Luther King's DayJan. 18
- President's DayFeb. 15
- Memorial Day.....May 31

2020 - 2021 Calendar

Tracy Learning Center * 51 East Beverly Place, Tracy, CA 95376 * 209-290-0511 * FAX 209-831-5243

Millennium High School
1904 Corral Hollow Road
Tracy, CA 95376
Phone: (209) 832-6777

It is with enthusiasm that the entire staff welcomes you to the 2018-2019 school year at Millennium High School. This year many changes to the expectations, discipline and rules at MHS will be made. We hope this helps establish and even better education experience for our staff, students, parents and community. Millennium High School will provide students the opportunity to learn many of the skills to succeed in life and as an adult in society. Whether academic, vocational, social, or athletic, we encourage students and parents to take full advantage of these opportunities to expand your horizons. Millennium High School believes strongly in our School Wide Outcomes (SWOs).

What is a SWO?

Millennium High School is a Western Schools and Colleges Accredited school. In order to obtain WASC status all schools must identify and submit SWO's. SWO stands for School Wide Outcome Standards. This is a hands on project in which students show evidence of learning through practical real world experiences in the following areas:

- Citizenship
- Self-Directed Learner
- Collaboration
- Communication
- Critical Thinking

Beginning in the 2017-2018 school year, all freshman are expected to complete an electronic scrapbook reflecting the work of the first year SWOs. Sophomores continue with the electronic scrapbook reflecting the work of the second year of SWOs. Juniors create a website reflecting the third year of SWOs. Seniors have a major video project to bring all of the SWOs together to reflect growth over the four years. This SWO is due the same semester as the internships. SWOs are due throughout the year and will be completed and graded in every student's English class. The grade for the quarter assignment will be added to the midterm grade for that quarter.

Our goal at Millennium High is to make the 2017-18 school year an outstanding one for all students. This handbook contains information that will help guide you throughout the year. If you have any questions at any time about the procedures, programs, rules, or consequences at Millennium High School and you cannot find them in the Handbook, please check with a teacher or counselor or administrator immediately. Take advantage of the many different programs and activities offered at Millennium High School. The staff is here to help you reach your maximum potential and achieve your goals. Millennium High continues to be one of the best high schools in the area and our staff is dedicated to improving every year. Support from parents and the surrounding community is welcome and a big help toward the constant improvement of our school goals. Let us all work together to make the 2017-18 school year positive and highly successful.

Respectfully,

Virginia Stewart, Executive Director, Tracy Learning Center

Millennium High School Student Handbook 2018-2019

Finger-Tip Facts

Millennium High Colors: Black and Gold

Millennium High Mascot: The Falcon

Millennium Core Values: Aspire, Achieve, Advance

Office Hours

School offices are open five days a week from 7:30 am to 4:30 pm. Please note the main Millennium High School phone number is:

209-832-6777

FAX to the Beverly site: 209-831-5243

Campus Hours

The campus is open daily at 7:45 a.m. Students are expected to leave campus 15 minutes after the end of school unless participating in staff-supervised activities.

Registrar

The Registrar is open daily for phone calls from 7:30 am to 4:30 pm. The Registrar's office assists with admissions, transcripts, enrolling students, and student files.

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Millennium High School Leadership

Virginia Stewart, Executive Director, vstewart@tracylc.net
Dan Saldate, School Director, dsaldate@tracylc.net
Tywania Griffin, School Director, tgriffin@tracylc.net
Stevi Balsamo, Athletic Director, sbalsamo@tracylc.net
Beth Lamanna , Activities Director, blamanna@tracylc.net
LaVale Woods, Curriculum Coordinator, lwoods@tracylc.net
Aryel Saldate, Student Support Coordinator, asaldate@tracylc.net
Sat Singh, Public Relations Coordinator, ssingh@tracylc.net

Teaching Staff

English Department

Aryel Saldate	asaldate@tracylc.net
Beth Lamanna	blamanna@tracylc.net
Drew Reyes	areyes@tracylc.net
Amanda Langston	alangston@tracylc.net

Fine Arts Department

Matthew Young, Art	myoung@tracylc.net
Roland Zepeda, Band	rzepeda@tracylc.net
Scott Snyder, Film and Drama	ssnyder@tracylc.net

Foreign Language Department

Alex Vieira, ASL	avieira@tracylc.net
Rosario De La Torre, Spanish	rdelatorre@tracylc.net
Tanji Fields-Brown, Spanish	tbrown@tracylc.net

Math Department

J.P. Muscarello	jmuscarello@tracylc.net
Lucy Bengson	lbengson@tracylc.net
Michael Tariku	mtariku@tracylc.net
Rebecca Ulricksen	rulricksen@tracylc.net
Tywania Griffin	tgriffin@tracylc.net

Physical Education Department

Andrew Levand	alevand@tracylc.net
KV Vigil	kvigil@tracylc.net
Stevi Balsamo, Athletic Director	sbalsamo@tracylc.net

Science Department

DyAnne Holmes	dholmes@tracylc.net
Joy Gomez	jgomez@tracylc.net
Michael Copass	mcopass@tracylc.net
Warren Snell	wsnell@tracylc.net
Laura Pelaez	lpelaez@tracylc.net

Social Science Department

Dan Saldate	dsaldate@tracylc.net
Satinderjit Singh	ssingh@tracylc.net

Millennium High School Restorative Justice Program

Millennium High will continue to implement and develop the practice of a Restorative Justice discipline program to support all students. These practices will strengthen relationships and build community, both in the classroom and on the school campus. With this change, the emphasis shifts from traditional discipline models toward restorative discipline, supporting students to be responsible, respectful, and attentive to others' needs. The six pillars of character for an MHS Student will be emphasized. These are Citizenship, Respect, Caring, Honesty, Fairness, and Responsibility. If a student disrupts the classroom and violates the Falcon community expectations as indicated by signage and this handbook, he/she will be supported but also held accountable for his/her actions.

If the misconduct does not include harm to others in the community or harm to property, the teacher will speak with the student and re-teach expectations. After behavioral expectations are retaught, if the student continues the same misconduct, then that individual could be:

- Assigned to a Restorative Justice community-building peer mediation group called S.O.A.R. – Student Organization for Accountability and Restoration. This student panel will be led by Mr Saldate.
- Given an opportunity to repair and restore whatever damage may have been done by their behavior by writing or giving an apology to an individual, a class or to the campus community as a whole.
- Performing a needed and appropriate service for the school community.
- Assigned to meet with the school site administrator for participation in alternatives to suspension. These may include meeting with our counseling staff, an appropriate restorative consequence, or a support team meeting including parents, staff, and the potential injured party.
- Behavioral Support Team Meeting - behavior contracts may be created and students held to the goals developed, outlined and agreed to by administrative staff, parents and the student.
- In violation of aspects of California Ed Code that warrant or mandate a prescribed consequence or fail to comply with a directive made in an attempt to restore or repair a behavioral issue may be assigned suspension/expulsion.

In all cases, everyone impacted by the misconduct will work together to determine what needs to be done to make things as right as possible, including helping the student correct their wrong-doing. This works like a contract. If a student fails to keep his/her agreement, the student will forfeit the chance to avoid suspension or on-site alternatives to suspension. SOAR does not have the authority to administer disciplinary consequences. If assigned to a school community based peer meeting (SOAR), the student will be counseled as to appropriate restorative measures as suggested by their student peers. Students will elect which course of restoration they deem best. If no action is chosen, Mr. Saldate will then assign a restorative measure.

The goal is to reach an agreement with this student peer group (SOAR) stating how the student will improve his or her behavior with others, including classmates, teachers, counselors, and family. Suspension and more serious forms of discipline will be assigned solely by the administrative staff of MHS.

Implementing a Restorative Justice practice as an alternative to the traditional discipline process assists students in the learning process and teaches skills applicable to their adult lives. Please feel free to call or email Mr. Dan Saldate (dsaldate@tracylc.net) with any questions or concerns. Let's look forward to a wonderful school year!

ATTENDANCE

Attendance Rules

The Tracy Learning Center Board of Governance expects all students to attend class each day that school is in session, unless they must be absent for an excused reason. Millennium High School will maintain accurate records of student attendance and will notify parents of excessive student absences. Parents are expected to send students to school or to promptly notify Millennium High School if their student is going to be absent. Parents are encouraged to check their students attendance on a regular basis by accessing the Parent Link account on Aeries. Although we highly discourage it, students are allowed up to 10 personal days (combination of personal, suspension days, or unexcused days). Sick days may not be attached to either the beginning or following any prolonged personal day absences.

Should an absence occur, please contact us at 832-6777 on the day of the absence between 7:45a.m. - 9:00a.m.

Absences from school are defined as follows:

- **Excused: The teacher will allow a student to make up the work during an excused absence, to the extent it is possible.** Students will have the same number of days that they were excused absent from school to make up their work. Excused absences will be granted for the following reasons:
 - Personal illness; a doctor's note is required if over 3 days.
 - Medical, dental, optometric or chiropractic services. Students are strongly urged to make appointments during non-school hours.
 - Attending funeral services of an immediate family member. (Grandparents, parents, sibling)
 - Jury duty.
 - Exclusion for not having been properly immunized; these absences will not be excused for more than 5 days.
 - Religious instruction (Ed. Code 46014)
 - Any pupil who is a dependent of military personnel shall be granted up to 5 days of excused absence or independent study when the parent is either deployed or returning from a deployment.

- **Unexcused: Students may not be allowed to make up work missed if an absence is unexcused.** Listed below are the most common reasons given for absences that will be considered unexcused.
 - Family vacations and extended weekend trips.
 - Oversleeping
 - Truancy
 - Car trouble
 - Any absence considered unexcused which is not cleared by a parental or doctor's note within 48 hours of returning to school.

This list is not all-inclusive. If you have specific questions regarding unexcused absences, please contact the office at 832-6777.

Millennium High School has a traditional school year (180 days), but does not operate on the same calendar as Tracy Unified School District. The new school year begins at the end of May with the required 25 days of FAST TRACK.

Attendance during FAST TRACK is different from the school year in that students are only allowed to miss 8

units of time during the entire FAST TRACK. Tardies count as one unit and an absent day during FAST TRACK is four units. Any combination exceeding 8 units of time results in a need to withdraw and an F grade for the affected semester.

There are no excused absences during FAST TRACK. This is necessary in order to meet the state requirement for issuing credit for a year's worth of a course. Students not planning on returning to MHS should not enroll in FAST TRACK since FAST TRACK marks the start of the new school year for MHS.

Good attendance is important for your child's education. We do know that there will be times that your student will be ill or a family emergency will happen resulting in an absence from school. We require that you call the office, 832-6777, in the morning to inform us of the absence or e-mail Administrative Assistant Angie Keys, akeys@tracylc.net, to clear the absence. If you are unable to call or e-mail us, please send a note with your student upon their return to school to excuse the absence.

Students without a note, phone call, or e-mail will be marked as a personal day. Students are allowed three personal days in a school calendar year. Any personal days beyond three days are considered unexcused absences. Work from unexcused absences may not be made up. If a student misses more than 10 days of personal, unexcused, or suspension time (any combination) they will be asked to find another school to attend and their spot will be given to a student on the waiting list.

When a student misses more than three days in a row for an illness, a doctor's note will be required upon their return to excuse their absences. Absences that are not properly cleared by the parent or guardian within three days of the absence will be reported as unexcused or truant.

Students at all levels are not permitted to leave school early for extracurricular activities on a regular basis. Millennium students are released at 4:15 pm daily. Religious classes are an exception.

Students are expected to be on time to school and to all classes throughout the day. A student is tardy if they are not present at the beginning of the day, which begins at 8:15 am. If they are late due to a doctor's appointment please bring a note from the doctor to make it an excused tardy. Each tardy (regardless of which class) will result in a loss of ten nest points. If a student is tardy more than ten times to a class during a single semester, the student will be dropped from that class, regardless of what period they have that class.

The best way for a student to do well at school is to attend each day. Students who are absent are at risk of falling behind and nothing replaces the classroom interaction within each lesson. Parents are encouraged to schedule medical or dental appointments during non-school hours. Because of our extended day, we realize the difficulty this may cause. Please consult the teachers to determine the best time for making these appointments. Students who are absent for an excused reason will receive make up work.

Students Exiting the School

Parents need to contact the Director of Admissions to inform her of the desire to transfer. She will explain the process for disenrolling. This is an important step, since students cannot register in another school while still enrolled at MHS.

ACADEMIC POLICIES

Academic Honesty/Cheating

Trustworthiness is a key character trait. All work submitted by students should be a true reflection of their effort

and ability. If it is not, then the student has manifested unacceptable behavior. The following criteria define cheating:

- Claiming credit for work that is not the product of one's own honest effort.
- Providing unwarranted access to materials or information so that others may dishonestly claim credit.
- Representation of another person's words, ideas, as your own by not properly citing the source and giving the author credit.
- Copying off the Internet.
- Knowledge and tolerating of the foregoing circumstances.
- Using Phones or other devices while taking a test in class

Any behavior which can be defined as cheating represents a violation of mutual trust and respect essential to education at Millennium High School. Students who cheat should expect to be confronted by their teacher and will be subject to the following penalties:

- A zero on the submitted work/or test
- Notification of parents
- Further disciplinary steps as deemed appropriate.

If a student is found to have cheated a second time or is involved in a particularly serious act of cheating, the student will be referred to the principal. Consequences may include suspension from school, dropping the student from class with no credit, and/or notification of student's prospective colleges.

Homework Rules

The Governing Board believes that homework serves many purposes. Through their homework, students can reinforce academic skills taught in school, learn how to conduct research effectively, develop ideas creatively and become lifelong learners.

The Board believes that homework is the responsibility of the student. It is the student's job to develop regular study habits and to do most assignments independently. The Board encourages teachers at all grade levels to use the parent as a contributing resource and to structure homework assignments so as to involve the parent to help oversee homework without diminishing the student's sense of responsibility. To be effective, homework assignments should not place an undue burden on students and families. Homework should reinforce learning objectives and state standards. Research supports that homework is an essential part of a student's academic achievement. Homework is designed to reinforce academic skills taught and to help students become lifelong learners.

Support is provided for students to complete their homework both in the afternoon, mornings before school and at lunch. Times and places will be announced at the the beginning of each term. Peer tutors are available as well as an assigned teacher. Students receive a signed slip noting their attendance in the program each day. Mandatory attendance at homework support may be required by teachers in classes where students are in danger of failing.

Tips for Parents

When there is a specific assignment, the best way for parents to help a child learn is by offering support when it is requested. At the same time, limits need to be set so that children learn to work independently. Even when children do not have specific assignments due, parents can be helpful by listening when children talk about

school and by expressing interest in class work and school activities.

Talk with teachers if assignments seem to be causing students continuing problems.

Share thoughts and ideas with children on many topics of interest.

In helping students with homework, parents should:

- Show interest in the student's work
- Encourage the child to work independently most of the time
- Provide a suitable place for study, free from distraction, and if possible, reserved for that student alone
- Check to see the homework assignments are completed
- Assist in balancing school work with other activities

Make-up Work

Students shall be given the opportunity to make-up work missed because of an excused absence and shall receive full credit if the work is turned in according to a reasonable make-up schedule. Typically, each day of excused absence merits one make-up day.

Based on California Education Code 48913, teachers may or may not allow a suspended student to complete any assignments and tests missed during suspension.

Students who miss school work because of unexcused absences may or may not be given the opportunity to make-up missed work for full or reduced credit. Teachers may assign make-up work as necessary to ensure academic progress, not as a punitive measure.

Course/Schedule/Class Changes

Class changes are difficult to accommodate because the overall master schedule of classes is based upon student requests made during counseling. Therefore, the best way to obtain the course that is wanted is to sign up for it during academic counseling in the spring.

Students may request opt out testing for a course if they feel they are masterful in the assigned class in areas such as Math or Language. The teacher will administer the final for the course and the student may move up a level if the students achieves an 80% or higher.

Requests for schedule changes must be made during the first 5 days of instruction. After the fifth (5th) day of instruction, class changes will be initiated only if a student is misplaced academically. In addition, changes to teacher and changes to periods cannot be accommodated.

Grading

The purpose of grading is to communicate the level of achievement in the educational program to students, parents, institutions of higher learning, prospective employers, counselors and other schools the student might attend. The symbols used and the meaning of each symbol is as follows:

A +	97-100%
A	94-96
A-	90-93
B+	87-89
B	84-86

B-	80-83
C+	77-79
C	74-76
C-	70-73

All other grades are not accepted for credit and are not passing.

Graduation Requirements from Millennium High School

A student must complete 245 credits, pass the California High School Exit Exam, complete all SWO projects with passing grades, and complete 200 hours of community service in order to graduate.

English 40 credits

Social Studies 40 credits

Science 30 credits

Math 40 credits

Fine Arts 10 credits

Physical Education 20 credits

Life Skills 10 credits

Career Education 10 credits

Internship 5 credits

Elective Courses 40 credits (this includes college classes)

NOTATIONS for Graduation Requirements:

All students must take and pass four years of math while enrolled in high school and one of the four classes must be Algebra I. This requirement may be completed before high school. Regardless if the requirement is met before the final year of high school it is mandatory for students to be enrolled in 4 math classes during their high school career.

Three years of science is to include one course in biological sciences (Biology) and one course in a Physical Science (Chemistry or Earth Science)

MHS does not offer advanced placement or IB credit; instead, MHS permits students to attend college classes for dual credit. The advantage for students is that they do not have to pay the price for advanced placement tests, worry about whether the school they are going to will accept advanced placement courses. By taking college classes, students are ensured transferability to state and UC schools. Students who earn a grade of C or better in their enrolled college classes do not have to pay the tuition for college. The tuition is paid for by Millennium High School. Many students leave MHS with at least 15 college credits completed.

Academic Release

For any student failing classes that result in the inability to graduate on time from Millennium High School, that student will be subject to academic release from the school or be offered a fifth year at the school. . It is possible to arrange make-up of a few credits in adult school if it is impossible to fit needed classes into the last year of high school.

Report Cards

Report Cards are issued four times a year. They are issued approximately one week after the conclusion of each

quarter/ semester. Quarter grades do not appear on transcripts but serve as a progress report.

ATHLETICS

Please refer to the Athletics Handbook for all current policies and procedures.

ACTIVITIES

Clubs/Activities

Clubs are an important part of life on a high school campus. Clubs perform many important functions and provide an opportunity for students to participate in a wide range of fun and interesting activities. All clubs must be approved by the Activities Director, Beth Lamanna. Twice a year, the school holds Club Rush to allow for new clubs or new members to existing clubs.

Clubs meet in rooms during lunch or after school. There is a teacher advisor for each club. Limited fundraising may occur for special club needs but must be approved by Ms. Lamanna prior to fundraising. Clubs may elect to have a t-shirt etc to designate the club but the MHS logo must not be altered in any way. All club orders must be approved by Ms. Lamanna as well.

Nest Points

Nest points will be broken up into categories. There will be classroom points as well as spirit points. Positive classroom points will be awarded for behaviors such as academic achievement on tests, perfect attendance, quality answers, etc. Negative classroom points will be given for behaviors such as talking, tardiness, gum, etc. Spirit points will be awarded for activities outside of the classroom such as rally games. Lists will be posted in classrooms for reference. There will be a reward day in winter and a water day in the spring for the top two winning nests. Negative nest points are monitored by Mr. Saldate. Repeated accrual of negative nest points will result in a restorative justice meeting with Mr. Saldate and possible referral to the SOAR peer group. At the end of the year, the student with the highest number of nest points in each nest will be recognized with an award.

Teacher Nest Leaders

Amur (freshman) Ms. Beth Lamanna	blamanna@tracylc.net
Saker (Seniors) Mrs. Tywania Griffin	tgriffin@tracylc.net
Kestrel (Juniors) Mrs. Aryel Saldate	asaldate@tracylc.net
Peregrine (sophomores) Ms. Rebecca Ulricksen	rulricksen@tracylc.net

DAILY SCHEDULE FOR 2017-2018

8:15-9:15	Period 1
9:18-10:15	Period 2
10:18-11:15	Period 3
11:18-12:18	Period 4
12:18-1:15	Lunch
1:18-2:15	Period 6
2:18-3:15	Period 7

There will be a bell to assemble at 8:13. First period will begin at 8:15. Students not in their seats when this second bell rings will be marked tardy. Modified schedules may be developed during finals, or for other special events. Students will be made aware of these schedules in advance and announcements of schedule changes will be placed on the school website for parents.

Cell Phones

Cell phones are allowed on the school campus, but students must follow teacher direction for use in the classroom. All guidelines presented in the Technology Acceptable Use Policy are also in effect for cell phone use on campus. If a cell phone is taken during school hours, it must be picked up by a parent/guardian (not the student) from the office. The first offense carries a warning, the second offense, a restorative justice meeting, the confiscation of the phone on the third offense and a fine of \$25 to be paid. This fine is collected to be used for a high school scholarship fund. If the fine cannot be paid, the student may commit to community service opportunities in lieu of monetary compensation.

COMMUNICATION

Counselors

Counselors at Millennium High are here to help students with their academic and personal needs. Our goal is to help all students obtain a high school diploma. Students may make appointments to see their counselor in the Counseling office. Students are to make appointments during at lunch, before, or after school. You may call 832-6777 for an appointment.

The names of the counselors are Ms. Lauren Moore and Mrs. Tawn Schaffran. The Counseling Assistant is Mr. Michael Gomar.

Unity Announcements

At 8:13 on Wednesdays, weekly unity is called to order. Students not standing in line when unity begins are considered late. Attendance is taken by the first period teacher. Unity is a time to hear about upcoming events, club activities, and social news. It is a positive start to the day. It always ends with the chant of "Falcon Pride!" Unity announcements will be made by PA on Mondays and Thursdays before lunch. Tuesdays and Fridays, leadership will produce electronic unity, to be viewed before lunch. Students may submit news for Unity to Mrs. Grant.

Emergencies/Fire Drills

Fire and other emergency drills are held at regular intervals as required by law. These drills are designed to acquaint students with important emergency procedures, so please follow all directions carefully. For each type of drill, students should follow teacher directions about what to do.

Gifts/ Personal Items

Personal items related to school business (student work) may be accepted at the main office. We understand the importance of recognizing a special day or event for our students, but receiving gifts at the school to be sent to students disrupts the academic process. Balloons, flowers, and gifts will be held in the office until the end of

the school day.

Lost and Found

Lost and found clothing articles and valuables such as jewelry, watches, etc. will be placed in the front office. You may look for lost articles before and after school. Items not claimed by the end of each quarter will be discarded or donated.

Medical

Students who become ill will report to the front office. Arrangements will be made with a family member for the student to go home. Under no circumstances should the student leave campus without permission. If a parent or anyone on the emergency contact form cannot be reached and school officials deem it an emergency, 9-1-1 will be called to obtain medical assistance.

If it becomes necessary for you to take medication at school, we must have our Medical Form completed by your parent and your doctor prior to bringing the medication to school. This includes both over the counter and prescription drugs. You may obtain this form in the front office. You should return the signed form and the medication to the front office right away. Do not keep medication with you. This applies to all medications, both prescription and non-prescription.

Public Displays of Affection

Public Displays of Affection are not tolerated on the Millennium High Campus. Appropriate and inappropriate PDA will be discussed with students as needed and they must follow all guidelines set forth.

Pertussis

On September 29, 2010, a new law was passed (AB 354) that changed California immunization requirements for students entering 7th grade in public and private schools. All students entering 7th–12th grades in the coming school year (2011–2012) must have proof of a Tdap booster shot.

Documentation must state the shot was given on or after their 7th birthday. This means that ALL current 6th–11th graders must get up to date now.

All students entering 9th grade must have proof of a Tdap booster shot. Documentation must state the shot was given on or after their 7th birthday. This means that ALL current 8th graders must get up to date before entering 9th grade.

Remember to ask your physician about other vaccines your child may need, and bring your child's yellow immunization card to the visit. Please return a copy of ALL up to date immunizations to your child's school.

For questions, please call your primary physician today or call the San Joaquin County Public Health Services Immunization Program at (209) 468-3481.

No students will be allowed to attend school without up to date immunizations.

Administration of Epilepsy Medication

A parent or guardian of a pupil with epilepsy who has been prescribed an emergency antiseizure medication by

the pupil's health care provider may request the pupil's school to have one or more of its employees receive voluntary training, as specified, in order to administer the anti seizure medication, as defined, in the event that the pupil suffers a seizure when a nurse is not available.

Phones and Messages

Please do not call or text your student during classroom hours as this creates a disruption. Students should silence their phones in class. If a parent is contacting the student during class, the student may ask permission to respond. Students without phones may have parents leave messages in the office for the student.

TEACHER CONTACT

Falcon Parent Connection - FPC

Falcon Parent Connect, or FPC, will take place during the first week of any new school year. Sessions will be set up by curricular department for parents to select five sessions or less to learn about the entire curriculum offered for that department. It is a great way for parents to meet their students' teachers.

Don't forget that all teachers can always be contacted by way of email. This is the best way to reach a teacher quickly. All links are included in this handbook and on the website.

Parent Link

Parents can view their student's attendance, schedule, transcript and grades from home via this web based program. There are three pieces of information a parent needs to register for an account; home telephone number, student permanent id number, and verification pass code. You can contact the Director of Admissions or the Counselors to obtain the verification pass code. Once you have the code, go to <https://www.tracy.k12.ca.us/sites/abiparentportal/Pages/default.aspx> and follow the instructions for setting up a new parent account. You will be connected to information about how to create your account, giving you 24-hour access to your student's information.

PHYSICAL EDUCATION

While we will not require student to "dress out" for PE, students are encouraged to dress in clothing that will be comfortable for performance of physical education activities during class. Students may bring a change of athletic shoes or a t-shirt to put on over their existing clothing to ensure comfort and modesty, but will not have a space to change into an entirely different set of clothing while we are on our temporary campus.

RECOGNITION PROGRAMS

At Millennium High School we believe in recognizing and reinforcing positive behavior and academic excellence. At the end of each school year an Awards Ceremony is held to recognize significant achievement of students in the areas of academics, athletics, community service, and contributions to their nest.

Director of Admissions

The personnel in the Director of Admissions' Office ensure accurate student records are kept and they are

available to assist you with questions you may have regarding grades or transcripts. The Director of Admissions' Office is open to students/visitors from 7:30 until 4:30.

Scholarships and Financial Aid

Practically all colleges and universities offer scholarships of varying amounts to deserving high school seniors. If you are interested in obtaining a scholarship from a particular college, ask the Counseling office personnel for information. Most scholarships are awarded on the basis of financial need and scholastic standing (grades). Seniors desiring a scholarship grant of financial aid for post high school education should begin the application process as soon as possible after the beginning of the school year. Important information relating to scholarships and deadlines is communicated through the Unity Announcements and on the Scholarship Board in the Counseling office. It is each student's responsibility to listen to the announcements and often check the scholarship board. Questions regarding specific scholarships may be directed to the Counseling office at 627-8299.

School Safety and Security (Cameras On Campus)

Cameras have been installed at the school sites for safety and security, and information will be shared with the Tracy Police for any violations of the law.

Work Permits

Students who meet other school activity eligibility requirements and a minimum 2.0 GPA may be issued work permits. Once a permit is suspended, the employer will be notified and the student will not be allowed to return to work without a new work permit. The reissue process will only be done one time per student. Work permits can be obtained in the Director of Admissions office.

Our school regulations are designed to protect the safety of everyone. Common courtesy dictates that we observe those regulations. Running in the halls, congregating in large groups and/or sitting on the hall floors may hamper traffic flow and constitute a safety hazard. All students are urged to act responsibly with regard to behavior, which may involve the safety of themselves or others.

HARASSMENT/INTIMIDATION/BULLYING

Students and staff at Millennium High School should expect to be safe, at all times on school property and at school-sponsored functions. **Hazing, harassment, intimidation, bullying, menacing by students, staff or third parties, whether the threats originate on or off campus, is strictly prohibited and shall not be tolerated at TLC. It may be defined as the repeated exposure over time to negative action, including behaviors such as aggression or intentional harm that includes an imbalance of power between perpetrator and victim.**

Reporting

The principal or teacher will take reports in writing and conduct a prompt investigation of any report of an act of harassment, intimidation, and acts of cyberbullying. Any employee who has knowledge of conduct in violation of this policy shall immediately report his/her concerns to the principal or designee who has overall responsibility for all investigations. Any student who has knowledge of conduct in violation of this policy or feels he/she has been harassed, intimidated or bullied and in violation of this policy is encouraged to immediately report his/her concerns to Mr. Dan Saldate, who has overall responsibility for all investigations. This report may be made anonymously. A student may also report concerns to a teacher or counselor who will

be responsible for notifying the appropriate school official. The complainant shall be notified of the findings of the investigation and, as appropriate, that remedial action has been taken. The complainant may request that the TLC Board review the actions taken in the initial investigation, in accordance with TLC complaint procedures.

Sexual harassment and other forms of harassment

A student will be considered to have engaged in sexual harassment when they touch another student in a way that is obviously and overtly sexual in nature as determined by the student being touched, and/or a teacher or the Executive Director. A student may also be considered to have engaged in sexual harassment when they make comments to, or about another student which are considered to be sexual in nature by the student commented upon, and/or a teacher or Executive Director. A determination that sexual harassment has occurred will be made more severe if the unwanted touching and/or comments have been repeated, particularly over the protest(s) of the student who is the object of the harassment.

Cyber and electronic harassment

California's state penal code defines "electronic harassment" as the following.

California Penal Code EDC.48900, 2(a)(i) "Electronic Act": the creation of transmission originated on or off the school site by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager of a communication, but not limited to any of the following: a message; text; sound; video; or image; a post on a social network internet website creating a burn page; creating a credible impersonation of another pupil for the purposes of bullying; creating a false profile; and any related cyberbullying".

Many students are unaware it is technically a misdemeanor to record fellow students or teachers in the education setting. Recording or still photography of students or staff without their knowledge or consent will be viewed as electronic harassment, and students may also be breaking the law. Suspension or expulsion may result from violation. This offense is considered more severe if the unconsented material is placed online. If your student is being cyberbullied or electronically harassed, please notify an appropriate school official so that action may be taken.

Driving/Parking

All drivers of motorized vehicles are to observe existing vehicle code provisions, school regulations and common sense while operating their vehicles. Students who endanger the lives of others in the parking lots by speeding or reckless driving are subject to citation by local police and disciplinary action. The speed limit is 5 mph in the parking lot. Students who choose to park in the school parking lot must use spaces designated as student parking spots. Parking spaces labeled "staff" and those in front of the parking lot light pole are reserved for teachers and staff only. Students may park in the stalls further from the light posts and, as available, parking spaces past the basketball courts in the gated area. Please note that the basketball courts will be open to play during lunch; students using these spots assume the risk of damage to their vehicle.

Gum, Food, Drink

No gum, candy, or soda is allowed on the Millennium High Campus. Food should not be eaten in classrooms, and fast food should not be delivered to the office for students. In all classrooms, water only may be consumed inside. Students found chewing gum will be required to perform restoration to their community by scraping

gum from tables. Students attending clubs during lunch must finish their lunch before attending club meetings; there is no food allowed in classrooms.

Hats, Sunglasses

Students are welcome to wear hats and sunglasses on campus, but to maintain a classroom environment that is free of distractions and reflects an academic atmosphere, sunglasses, hats and other head coverings are not to be worn inside classrooms and/or any indoor school function except for religious or medical reasons.

Liability for Use of School Property, Books and Equipment

The school is not responsible for any personal property brought to school. Parents are responsible for the replacement of any school property loaned to a student which is not returned upon demand by a school employee. The school is not responsible for lost or stolen articles.

Litter

Keep Our Campus Clean. Please do not litter on school grounds or any areas in the community adjacent to the Millennium High campus. Littering will result in an assignment of community restoration as part of our restorative justice system.

Required Information for Office Records

Individual student office records must be kept accurate. Current telephone numbers, place of employment of parents and physicians names are all necessary in case of an emergency. Please include work phone numbers. It is parent's responsibility to update any/all information whenever a change occurs.

Dress Code

Students are expected to dress appropriately and professionally for school. Appropriate clothing is attire which shows respect for the educational environment while maintaining student modesty and dignity.

Gentlemen are expected to wear pants that do not "sag" or display undergarments. Gentlemen are expected to wear shirts cut to conceal the chest and sides of the body. Ladies are expected to wear clothing that covers the décolletage, undergarments, midriff, and the thighs to an inseam of 5", or wherever the fingertips reach.

Shirts that display drugs, alcohol, or sexual messages/images are not permitted. If a student is wearing a shirt found to be in violation of dress code, the student will be given the option to turn the shirt inside out so that the offensive message is not displayed.

If a student's clothing is found to be inappropriate due to concerns of immodesty, a staff member of the appropriate gender will initiate a dialogue with the student in regard to their attire.

Students who violate the dress code will be given a warning for a first offense. Any subsequent offenses will result in the student being sent home to change, or a change of clothing brought to them. Continued offenses will result in a parent conference with the administrative staff after which subsequent violations may result in suspension. Students will be marked absent for any classes missed during addressing of dress code violation.

Restrooms

Restrooms are open for student use throughout the school day. During class time, students must obtain a hall pass from the teacher to use the restroom. Students using the restroom are to cooperate with staff members checking or supervising the area. Restrooms are not to be used for social gathering. Food and loitering are not allowed in the restroom. Single-stall restrooms are available in the office hallway for gender neutrality/preference.

Review of Student Records

During the course of your child's education, we will keep records as deemed necessary to provide a program that will meet his/her needs and interests. You have the right to inspect and review these records. This material is available for review at a mutually convenient time during the regular school day. Please contact your child's principal to obtain the form to be completed to establish your relationship to the child, if you wish to review these records.

Skateboards/Rollerblades

Millennium High School does allow skateboards and rollerblades to be brought to or ridden to school. However, they are not to be used on school campus. They must be parked in the office or a teacher's classroom.

Smoking and alcohol

There is no smoking or consumption of alcoholic beverages on school premises or on areas adjacent to campus at any time, including the normal school day as well as at school-sponsored activities and athletic events. Millennium High School is a tobacco-free and alcohol-free campus.

Visitors Not Having Official School Business are Prohibited

Persons who are not students at Millennium High School or are not school employees and who do not have official business at school are not to be present on campus during school hours, including lunch time and after school. Students are not allowed to have guests at school, or waiting for them on school grounds, including the parking lot. Students from other schools are not allowed on campus unless they are on official school business.

Visitors Having Official School Business

All visitors, including parents/guardians on school or other appropriate business, are required to check in at the front office to obtain a visitor's pass. All visitors are prohibited from entering classrooms or any area on campus without prior arrangements with the teacher or administration.



Technology Acceptable Use Rules

The network of MHS is designed for academic purposes in accordance with furthering the educational environment through the use of technology

As a student at Millennium, the following technology policies are to be followed while on campus

- For your device to work on our network it must be named as your First and Last name and type of device
Example: BobSmithIPOD
- Access to the network is under the SSID:TLC wifi
- All electronics are to be stored while class is in session
- Personal Device use is limited in the classroom to when deemed appropriate by the instructor
- Bullying and/or Harassing on the internet and in social media in regards to a student or staff member on campus is not tolerated (bullying/harassing guidelines and consequences can be found in the student handbook)
- Videotaping or Recording of classroom lectures is not permitted
- Sharing of Copyrighted music/videos/files is strictly prohibited
- The school network is only to be used for legal purposes
- Use of excessive bandwidth by any student user will result in removal from access to the network
- Network administrators for the Tracy Learning Center provide this access free of charge to those in compliance with the acceptable use policy while in attendance as a student at MHS.
 - These privileges can be revoked at any time if the agreement to the Acceptable Use Policy has been violated
- School Emails
 - All **tracylc.net** email accounts are for academic purposes only and are monitored by the Tracy Learning Center. It is not a personal email as it is owned by the Tracy Learning Center.
 - Each student will be assigned an email while at Millennium High School.
 - Use of a tracylc.net email account must be in compliance with the Acceptable Use Policy
 - Network administrators of the Tracy Learning Center reserve the right to access your tracylc.net email as it is for educational purposes only

Your signature indicates that you have read and understood the Technology Acceptable Use policy and will use your (and our) electronic devices in accordance with this policy.

Student Name Printed _____ Date: _____
(First) (Last)

Parent Name Printed _____
(First) (Last)

Parent Signature _____ Date: _____
(First) (Last)

Millennium High School, 1904 Corral Hollow Rd., Tracy, CA 95376

Millennium High School

Course Catalog

2018-2020



HISTORY/SOCIAL SCIENCE (4 years required)

Geography/Anthropology: (5916)

This course familiarizes students with the regional geography of Africa, Australia, South and North America, Europe, and Asia. Students learn about the distribution and relationships among various physical and human phenomena throughout these regions, but this course's primary objective is to have students understand why these distributions occur by analyzing the various physical (climate and landforms etc.), cultural, historical, economic, political and demographic elements that produce them. **(MHS, UC, CSU)**

World History: (1503)

This course is designed to introduce students to the key events that had a lasting and persistent impact on modern human history from the late 18th century to the present. The course delves into the industrial revolution, the rise of capitalism and the communist rebuttal, imperialism, the causes and consequences of the World Wars, the impact of the cold war, and finally the rise of globalization. The purpose of this course is to give students a background and context for modern history and the present state of the world by tying it to the respective historic, geopolitical, cultural, and economic issues. This course will be presented in such a way that encourages personal reflection about the complexities and path of modern history, which will result from a variety of perspectives on world conflicts and issues being presented during the course. **(MHS, UC, CSU)**

U.S. History: (7253)

This course familiarizes the student with the events that shaped modern America. Special attention will be paid to the formation of the government, the key individuals involved in the formation and the progress of this system throughout time. Major events such as The Industrial Revolution, World War II and the Cold War will be considered as they pertain to transformation of the country and an emphasis on relating the events of U.S. History to events of the current day will also be made. **(MHS, UC, CSU)**

American Government: (1551)

This course is an introduction to government and politics through the study of the government of The United States. Special Consideration will be paid to the Constitution, Legal Process, How Media influences Government, The Structure of Political Parties and Elections and Campaigns. The purpose of the course is to look behind institutions, practices, and benefits to appreciate how we are governed. We shall examine some of the major institutions of American government, some of America's political processes, and some of the key forces competing for power in the U.S. to see how decisions in the areas of economic, social and foreign policy are reached. **(MHS, UC, CSU)**

Economics: (7382)

This course is an introduction to the methodology and analytical tools used by economists. Economic theory, policy and history are examined with major emphasis placed on macroeconomics and microeconomics. (MHS, UC, CSU)

English (4 years required)**English 1P: (1003)**

English 1P is designed to begin student's preparation for college. Students read novels, nonfiction works, plays, short stories and poetry. Students learn to analyze and compare works in terms of theme, historical influence and literary devices. Students study vocabulary, word roots and develop speaking and listening skills. They also learn to produce a variety of writing including but not limited to; narrative, short stories, expository, journals, persuasive, cause and effect, compare and contrast and research essays. (MHS, UC, CSU)

English 2P: (1133)

Writing: This class will help students discover and develop the writing processes to bring their proficiency to the level necessary for entrance into their respective curricula. The class will guide students through the process of starting, composing, revising, and editing. The class will emphasize strategies within the writing process to help students with specific writing situations. Students will develop techniques to improve clarity of writing and raise proficiency to the level necessary for entrance into particular curricula.

Literature: Each class will read a minimum of 5 books from the reading list. The works will be read in their entirety. Classes will focus on major elements of literature such as characterization, figurative language, theme, style devices, plot, conflict, tone, mood, point of view. Students will read short narratives, passages, short stories, and articles to help make inferences, draw conclusions, detect relationships between generalizations and supporting details, interpret graphic aids, and basic library skills. (MHS, UC, CSU)

English 3P: (1263)

English 3P (American Literature) is a junior level course intended to introduce students to literature from all different periods in the nation's history with a year-long emphasis on the pursuit of the American Dream. Students will write essays weekly and the course will have strong emphasis on vocabulary development, growth and independence through literature, grammar, reading comprehension and higher level thinking skills such as interpreting symbolism, diction, imagery, and tone. Students will be exposed to short stories, non-fiction pieces, traditional literature and poetry. The class will center on student involvement and discussion as well as written reflection, oral presentations, and various assessments. (MHS, UC, CSU)

English 4P: (1383)

Writing: The class will emphasize strategies within the writing process to help students with specific writing situations. Students will develop techniques to improve clarity of writing while developing writing fluency and editing for grammatical and mechanical accuracy. The class will guide students through the process of starting, composing, revising, and editing.

Literature: The reading emphasis is on contemporary nonfiction works, novels, short stories, plays, and poetry. A minimum of five works from the reading list will be read in their entirety. Students will concentrate on major elements of literature such as characterization, figurative language, symbolism, theme, style devices, plot, conflict, tone, mood, point of view. With a focus on analysis, students will learn through writing, discussion, debate and research based activities. **(MHS, UC, CSU)**

Mathematics (4 years required)

Basic Math: (6400)

High School Preparation for Math Applications:

This course focuses on critical prerequisite topics that are central for success in Introduction to Algebra. Students work in an environment that requires partnership work, oral responses to the teacher in class, some individualized learning through technology, and clear, personal feedback each week. The course includes teacher directed instruction at a pace appropriate for the class. The course assesses where each student is at the start of the year and tracks growth every month. By the end of the year, students are learning the basics of topics taught in Pre-Algebra, such as the Distributive Property, properties of exponents, solving equations, and inequalities. **(MHS)**

Introduction to Algebra: (2076)

This course introduces students to algebraic concepts and prepares them to be successful in Algebra. The course provides a quick overview of basic mathematical skills in whole numbers, fractions, and decimals and percentages, which then progresses, to exponents, algebraic expressions, equations, square root, simplest radical form, solving inequalities, graphing and coordinate planes, working with polynomials for addition, subtraction and multiplication, factoring including quadratic formula. Students who receive an A or B+ in this course are entitled to take Algebra 1 in FAST TRACK. **(MHS)**

Algebra 1A: (2060)

This is the first half of our Algebra 1 class. It is designed for students who are ready for Algebra 1 but at a slower pace. It allows more time to cover the topics in the first semester of Algebra 1 which include: solving and graphing inequalities, graphing on a coordinate plane, linear

Pre-Calculus: (2130)

This course is designed to prepare students for the field of calculus. The course focuses on periodic functions, trigonometry, combinations of sinusoids, vectors, probability, matrices, conic sections, polar coordinates, sequences and series, and rational functions. (MHS, UC, CSU)

Calculus: (3123)

This course was been designed for students that enter high school above the algebra level and have completed Pre-Calculus at the end of their junior year with a "B" or higher grade. In order to meet the four-year requirement for math at this high school, Calculus is the option for these students. This course will prepare students for college level Calculus. The course will cover differential and elementary integral calculus at an introductory level. After achieving this solid fundamental understanding of calculus, our students will be well prepared for the rigor of college level mathematics. This course includes four depth units, including functions and limits, derivatives, applications of derivatives, and integrals. Students will work using advanced graphing calculators as a major tool for this course.

Assigned unit projects will bridge abstract concepts from each unit to a more concert level of understanding. (MHS, UC, CSU)

Science (3 years required)**Basic Science: (1340)**

The Basic Science curriculum is designed to give students a broad-based foundation of knowledge in the areas of Physical Science, Chemistry, Earth Science, and Life Science. Throughout the year students will be engaging in explorations and class discussions that emphasize skills of argumentation and critical thinking in science.

Intro to Biology: (3044)

This class covers the main concepts of Biology, such as the Cell, Mitosis, DNA, Evolution, and Anatomy. In the Cell Unit students will learn about the different organelles that exist in animal and plant cells, as well as they differences. In the DNA Unit, students will learn what DNA is made out of and how it is important for life. Students will also work on projects during the year to reinforce their understanding of the Unit. Students in this class will gain a much better understanding of Biology. (MHS)

Biology P: (3133)

Biology is a laboratory science course that covers the study of living things using a molecular approach. This course focuses on the study of life by examining cellular structure, function and process, genetics, ecology, evolution and physiology. Scientific processes and laboratory skills are emphasized along with scientific writing skills and biology's connection to other scientific disciplines. Students research current biological issues and investigate the ethical issues. The foundation of the class is based upon the standards developed by the California Board of Education. (MHS, UC, CSU)

equations and systems of equations. Students who pass this class with a C+ or higher move on to Algebra 1B.

(MHS)

Algebra 1B: (2061)

This is the second half of our Algebra 1 class. It is designed for students who have passed Algebra 1A and ready for the second half. It allows more time to cover the topics in the second semester of Algebra 1 which include: adding, subtracting, multiplying and dividing polynomials; factoring polynomials, solving and graphing quadratics, rational expressions and equations. Students who pass this course with a C+ or better will move on to Algebra 2.

Algebra 1P: (2052)

This is a beginning course in Algebra. The course is based on the standards set by the State of California. The following topics are included: algebraic operations; rules of exponents; solving and graphing linear equations, inequalities, and quadratics; solving systems of equations; parallel and perpendicular lines; functions and relations; application problems.

(MHS, UC, CSU)

Algebra 2P: (2093)

This is a second course in algebra. The course is based on the standards set by the State of California. The following topics are included: functions; variation and graphs; linear functions; matrices; systems; quadratic functions; powers; inverses and radicals; exponential and logarithmic functions; trigonometry; polynomials; quadratic relations.

(MHS, UC, CSU)

Geometry P: (2103)

This is the second course in high school mathematics. The course is based on the standards set by the State of California. The following topics are included: geometric proofs; perimeter, area, and volume of two- and three- dimensional figures; size transformations; Pythagorean theorem; constructions; trigonometric functions; special triangles; coordinate geometry. **(MHS, UC, CSU)**

Finance Math: (4620)

The goal of Personal Finance is to educate students about sound money management skills and the financial planning process. Furthermore, we want to help students begin to develop positive behaviors that are necessary to be financially mature, which will help them have a more secure financial future. **(MHS)**

Earth Science: (3021)

This course is designed to introduce students interested in science-related fields to the study of Earth Science. Students will learn what makes Earth unique to other planets in the Solar System. This course will discuss the most modern theories on the evolution of the planet, the moon and our solar system. Topics studies in the course are plate tectonics, weathering and erosion, glaciers, the atmosphere, oceans, and the bodies in the Solar System. **(MHS, UC, CSU)**

Chemistry: (3263)

This course is designed to introduce students to basic chemical principles. Topics covered will include atomic and molecular structure, bonding, conservation of matter, gases, acids and bases, solutions, thermodynamics, reaction rates, equilibrium, organic chemistry and biochemistry, and nuclear processes. **(MHS, UC, CSU)**

Forensic Science: (1334)

Forensic Science is a laboratory-based introduction to the analysis of crime scenes by collecting and analyzing physical evidence. This course is designed to integrate the core scientific disciplines while giving students both theory and hands-on experience with the skills and knowledge required of a forensic crime scene investigator. This multidisciplinary approach will highlight topics in DNA, genetics, anatomy, chemistry, physics, entomology, botany, and investigative techniques with supplemental subject matter through case studies, earth science, mathematics, medicine, technology and sociology. In addition, the ethical, legal, and social concerns surrounding forensics will be discussed. Sample evidence for analysis will include, but is not limited to, fingerprints, DNA, projectiles and trajectories, hair, fibers, toxicology, blood spatter patterns, ballistics, chromatography, entomology, soil samples, flowers, and impressions. Process skills will include comparative analysis, critical thinking, deductive reasoning, interviewing, observation, organization, problem solving, research, communication, evidence collection, lab safety, and technical reading. Students will also study infectious disease and cell biology and cancer as part of the course. **(MHS, UC, CSU)**

Anatomy and Physiology (3100)

Pre-Requisites: Biology & Chemistry (C or better)

This course is designed to introduce students interested in science-related fields to the study of Human Anatomy and Physiology with emphasis on the systems of the body and how they are interrelated. This is a yearlong laboratory based course of intense studies of the human body including a comparative anatomy dissection lab using a fetal pig. The areas of study include, medical terminology, basic chemistry, cell and tissue structure, and thee eleven systems of the human body (integumentary, skeletal, muscular, nervous, endocrine, circulatory, lymphatic, digestive, respiratory, urinary and reproductive).

(MHS, UC, CSU)

Fine Arts (1 year required)

Art: (6003)

This introductory course is a comprehensive study of fundamental art skills with a strong emphasis on the elements of art and the principles of design. Students will have to solve a wide variety of visual problems that are designed around the five content strands of the Visual and Performing Arts Standards. Students will have the opportunity to experiment with a variety of two-dimensional art media while they are engaged in creative exploration. Art history and aesthetic valuing will be strategically interwoven throughout each unit of study. (MHS, UC, CSU)

Advanced Art: (6008)

Pre-requisites: (Permission of Instructor)

Advanced Art is a drawing and painting course based on the idea that the true nature of an artist is to create significant meaning through visual expression. Therefore, the overall goal of this course is to help students become more personally expressive in their works of art by placing an emphasis on content while improving their level of technical skill throughout the creative process. Advanced Drawing and Painting is a course for those students whom have successfully completed an introductory 2-D art course and/or show an intermediate to advanced understanding of 2-D media and design.

Students will be presented with a wide variety of visual problems that are designed around the five content strands of the Visual and Performing Arts Standards. Students will be expected to solve these problems in such a way so that the finished product involves a solution that is unique to the individual and shows a mastery of the elements of design and a strong understanding of the principles of design. Students will have the opportunity to experiment with a variety of two-dimensional art media while they are engaged in creative exploration. Art history and aesthetic valuing will be strategically interwoven throughout the entire school year. (MHS, UC, CSU)

Choir (6152)

This course is designed to develop musical excellence through participating in a choral program and ideal for the beginning musician as well as more advanced students. All will have an opportunity to grow and develop their vocal skills. There are five main areas of mastery: Music Theory: Students will develop a music vocabulary, learn how to read music notation, sight sing music using solfege, and engage in basic music competition.

Vocal Technique and Development: Students learn how to use the physical and psychological aspects of voice production as they learn to use their voice as an instrument. The focus of this course will not only develop individual vocal skills but also cultivate skills for blending with a group of singers.

Performance skills: Student will learn how to engage an audience while using appropriate performing etiquette and technique.

History and Culture of Music: Students will receive a broad overview of music history. They will also be able to connect the music repertoire in which they are learning directly to music history and cultures.

Music Connections: Students will be able to identify the ways that music is used in careers and socially relating to television, radio, advertising, and social media. **(MHS, UC, CSU)**

Drama - Introduction to the Theatre Arts (6043)

Students will explore different styles of theatre, learning about the specific elements that are unique to each one. Styles will include a range from Japanese Kabuki theatre, Italian Comedia Del Arte, Improvisational Acting, as well as Classical and Modern genres of Performance. The class will serve as a total exposure to most areas involved in the performing arts; Culminating in projects that will engage the students on skills in Acting/Performance, Creativity/Design, and Leadership/Directing. The level for this class is structured for beginning to intermediate levels of experience, giving even the most 'stage shy' a chance to learn in a comfortable, engaging, and dynamic atmosphere. This class will culminate in at least two public performances that will be open for parents, friends, and fellow students' enjoyment. **(MHS, UC, CSU)**

Beginning Band (6602)

Prerequisite: No prior experience needed. This class is open to anyone in grades 9 – 12.

This is an introductory class that will teach a student how to perform on a traditional band instrument with no previous experience in music instruction. This class is also appropriate for any student that has music experience but has not yet developed the skills to participate in the upper Marching band/Concert band. This beginning ensemble will focus on the preparation of music in a variety of styles for performance and on the development of band techniques. Band techniques include tone, rhythmic accuracy, technical facility, articulation, intonation, balance, blend, music theory, and musical expression. Students are required to participate in all dress rehearsals and performances of the band. Private lessons are encouraged. **(MHS, UC, CSU)**

Advanced Band (6904)

Prerequisite: Instructor consent is required for anyone entering this class. A short audition may be required for incoming students from outside music programs.

Advanced Band is the advance instrumental performance ensemble at Millennium High School. Instruction for this ensemble focuses on the development of advanced performance techniques and performance of standard repertoire. During the fall, all Advanced Band members participate in the Marching/Pep Band. The Marching/Pep Band performs at all home football games, field show competitions on a local and state level, rallies, and parades. The emphasis of the marching program is on student learning through teamwork, student leadership, and the highest quality performance experience in the contemporary marching band activity. Due to the athletic component of this class students should be in good physical health. Students that participate in Marching band are eligible to receive .25 of their physical education credits per year. No marching experience is necessary. Students are required to participate in all after school rehearsals, sectionals, and performances of the band. Private lessons are strongly suggested. **(MHS, UC, CSU)**

Colorguard (6074)

Prerequisite: No prior experience needed. This class is open to anyone in grades 9 – 12.

Colorguard is the combination of performance using flags, weapons, and dance technique combined to complement and enhance the marching band. Fundamentals and technique on all of the specialized equipment as well as dance vocabulary will be taught during this class. Colorguard has two main seasons through the school year. The first is in cooperation with the Marching band in which they will need to attend all after school performances, rehearsals, and competitions that the band will participate in. The second season is Winterguard in which Colorguard will compete and perform independently from the marching band. Mandatory after school performances and rehearsals will be required to participate in winterguard. The emphasis of Colorguard is on student learning through teamwork, student leadership, and the highest quality performance experience in the contemporary competitive Colorguard activity. Due to the athletic component of this class students should be in good physical health. Students that participate in Colorguard are eligible to receive .25 of their required physical education credits per year.

Electives (4 years required)

NOTE: Not all electives are offered each year.

Academic Decathlon (Acadec): (0103)

This is nationally recognized as the premier academic competition for high school students. It looks great on college applications, and has significant weight on college admissions decisions. The competition is a ten subject academic challenge that is an annual event. There are many honors, awards, medals, and scholarships available to students who work hard and put in the effort necessary to medal in the various categories. All students who prepare themselves adequately for the competition will have an opportunity to compete. The San Joaquin County Office of Education has also partnered with California State University, Sacramento to offer college credit for academic decathlon courses in high school. Academic Decathlon is a challenging, but rewarding experience that will give students an awesome opportunity to get the study skills necessary to be competitive in college, and earn scholarships to help them pay for college. After the competition concludes in February, the course focus will shift to SAT prep and an independent study based elective entitled, "Learn What You Want." Students will propose what they want to learn, include how they will learn it, and then teach what they have learned to the class. In addition, when the new theme for next year is released in April, preliminary study will begin to prepare for next year's competition.

American Sign Language 1 (1546)

Beginning ASL is a first year course studying American Sign Language, the language used by the Deaf. The course covers finger spelling, basic signs, common phrases and conversational skills, as well as an understanding of and appreciation for Deaf culture. (MHS, UC, CSU)

American Sign Language 2 (1547)

Pre-requisite: Pass ASL 1 with a C or better

American Sign Language II builds on the foundational skills acquired in ASL I and expands fluency both receptively and expressively with special attention to the critical language components of ASL: non-manual signals, facial expressions and body language. At this level, emphasis will be on the complex language demands of ASL, including syntax and expression of abstract concepts. Extended dialog creation, storytelling and direct involvement with Deaf members of the community will be critical to this second year course. In addition to attending one deaf event per semester, students will be assigned reports, projects and assignments emphasizing appreciation of Deaf culture. Upon completion of this course, students will have the skills necessary to communicate effectively with and demonstrate respect for Deaf individuals. **(MHS, UC, CSU)**

American Sign Language 3 (1007)

Pre-requisite: Pass ASL 2 with a C or better

In American Sign Language 3, students will expand their knowledge and ability to communicate with the American Deaf Community with goals of building fluency. Students will expand their expressive and receptive skills by utilizing role playing situations taken from the everyday lives of deaf individuals. Students will learn to recognize and properly express spatial relationships, facial expressions, body shifting and morphemes. Students will become more familiar with deaf culture, including history, art, storytelling, poetry and literature. Students will also be encouraged to interact with the Deaf Community. Students will also continue to immerse themselves in the Deaf community and practice their fluency in sign language through the use of these tools and exercises listed below:

Internet

Sign Language Dictionaries

Social Media

Interaction with Deaf at Deaf events (when available)

Guided Practice

Class Participation

Signed Presentations

Homework and Assessment Testing

(MHS, UC, CSU)

Speech and Debate: (0147)

This course covers the basic structure of argumentation and debate. This course covers the fundamentals of logical debate premises and validity as well as argument assessment, critique, logical fallacies, and rebuttal. In the course, students will learn different styles of debate including factual, value, and policy debates. The goal of this course is that students will be able to assess and analyze all types of arguments in a logical manner. **(MHS)**

Intro to Computer Science in JavaScript: (2814)

The CodeHS Introduction to Computer Science Curriculum teaches the foundations of computer science and basic programming with an emphasis on helping students develop logical thinking and problem solving skills. The curriculum includes five learning modules that are made up of short video tutorials, quizzes, example code, applied programming exercises and programming challenges. All course content is web-based and available to teachers and students through the CodeHS website. The CodeHS Introduction to Computer Science course is accessible to students who have never coded before, while serving as a rigorous and comprehensive introduction to programming. Once students complete the CodeHS Introduction to Computer Science course, they will have learned material equivalent to a semester college introductory course in computer science and be able to program in JavaScript. (MHS, UC, CSU)

Film Studies: (6035)

This class is a survey of the history and development of the art of motion pictures, including criticism of aesthetic and technical elements. Photography, movement, editing, sound, acting and writing are all critical elements of the curriculum. Films are shown on a weekly basis, and are chosen to identify specific technical elements of a film. Students are required to explain how those elements are used to stimulate different emotional responses from the audience and to illuminate the lives of characters in the film. As a culminating project, students will analyze significant films to explain the techniques the filmmakers use to express their ideas and values. (MHS)

Leadership: (8460)

Leadership is a 2.5 unit semester long course. Students must submit an application for evaluation to the Leadership Director before being accepted. The purpose of the Leadership Class is to teach students the skills needed in order to be an effective leader. Students practice these skills through planning rallies, dances, school events, etc. Leadership students are responsible for selling spirit wear at home sporting events, promoting school pride and are taught how to budget appropriately for activities throughout the year. The Leadership Class provides students with the unique opportunity to become a leader of our school and make decisions that affect the student population. (MHS)

Spanish 1: (4045)

This is a beginning course in Spanish with an emphasis on communication, listening and speaking, as well as reading and writing. Specific teaching techniques and modifications are used to facilitate a smooth transition into Spanish 2. (MHS, UC, CSU)

Spanish 2: (4150)

This course is a continuation of the foreign language study from Spanish I. Emphasis is on cultural understanding, creation of advanced dialogue using more complex sentence structure and appropriate verbiage, and reading historical texts. Upon completion of course work, students will be prepared for Spanish 3. (MHS, UC, CSU)

Spanish 3: (4065)

Students will be expected to be able to read, speak, and write about topics such as the differences of culture between the United States and other countries with Spanish speaking citizens. Students will discuss local American customs, popular culture, music, international events and literature from around the globe. Students also will keep a diary throughout the school year. (MHS, UC, CSU)

Teaching Assistant: (0800)

This class is for students who are in good standing and on track to graduate. It is an opportunity for students to provide much needed help to teachers in a variety of disciplines. Students must get prior approval from the teacher they wish to TA for before being enrolled in the class and they must maintain good attendance. This class can be for one or two semesters. (MHS)

Technical Construction: (5139)

Prerequisites: None

This class will explore simple woodcraft projects geared to teach basic wood shop skills. Students will work with hand tools and power tools while completing five projects throughout the year. Geometry will also be covered in the class using a program known as Construction Geometry. Math is not a prerequisite for the course; however, a portion of the grade is going to be based on the completion of math projects. Special projects will be granted to students who display a level of aptitude in the class. These projects are decided by the teacher on an individual basis. (MHS)

Other Requirements**Career Education: (7814) (one year required)**

This course is designed to prepare students for senior internships. Students research occupations of interest and post-high school educational opportunities. Furthermore, students will learn specific skills to improve interviewing techniques, create résumés, and discuss appropriate attire. In addition, students will listen to presentations by professionals of the community to help students understand all aspects of the varying occupations. Lastly, we will take field trips to different universities/vocational schools throughout Northern California. The field trips will be offered to juniors who meet the eligibility requirements. (MHS)

Senior Internship and Seminar: (2810) (one semester required)

The senior internship and seminar class provides students with an opportunity to intern at a local place of employment or maintain a part-time job in order to prepare them for the world of work. Students interview for their internship either at the end of their junior year or in the fall semester of their senior year. Students will work a minimum of 10 hours per week at their internship or job site and attend the seminar class once per week. The seminar class will provide them with an opportunity to learn from one another what it is like to be in the work force. The seminar class will also cover topics that will prepare them to be an asset to any organization. (MHS)

Life Skills: (5922) (One year required)

This yearlong course is a requirement for all ninth grade students, including transfer students. Career Choices & the online 10-year plan is an interdisciplinary curriculum that engages students and teachers in an interactive learning process, helping them develop the knowledge, skills, and attitudes needed to be successful in their future. This course facilitates the in-depth exploration of three fundamental questions: Who am I? 2. What do I want? 3. How do I get it? These questions drive the academically integrated curriculum, making it relevant, rigorous, and relationship-rich. The course culminates with students developing an individualized, online, 10year plan that motivates them to envision a self-sufficient, productive life beyond high school, college or post-secondary training. To maintain student motivation and direction, the online 10year plan becomes a common planning tool used throughout each student's time in high school for the next four years...and beyond. (MHS)

Physical Education: (250701) (Two years required)

Physical education at Millennium High School is an amalgamation of fitness and athletic competition. The course is based around the California State Standards. The students are expected to achieve a high level of aerobic and anaerobic conditioning. Students are required to participate in the following team sports; football, soccer, basketball, and baseball. The course also introduces new activities such as; Frisbee, Frisbee golf, team handball, indoor soccer, volleyball, and track and field. All of the students are tested regularly on their aerobic capacity and anaerobic improvement. (MHS)

Name: _____

Grad Year: _____

MILLENNIUM HIGH SCHOOL GRADUATION COURSE SEQUENCES

Required Courses In Years	UC a-g Requirement	
History	3 ½	a
English	4	b
Math	4	c
Science	3	d
Fine Art	1	f
Electives	4	e*/g
PE	2	
Life Skills	1	
Career Ed	1	
Economics	½	
Internship/Seminar	½	
Community Service	200 hours	
*Must include a minimum of 2 years of foreign language		

Math Offerings

- Basic Math
 - Intro to Algebra
 - Algebra 1A
 - Algebra 1B
 - Algebra 1*
 - Algebra 2*
 - Geometry*
 - Pre Calculus*
 - Calculus*
 - Finance Math
- *Satisfies the "c" requirement for UC admission

Fine Art and LOTE Offerings

- Art
- Drama
- Band
- Choir
- ASL
- Spanish

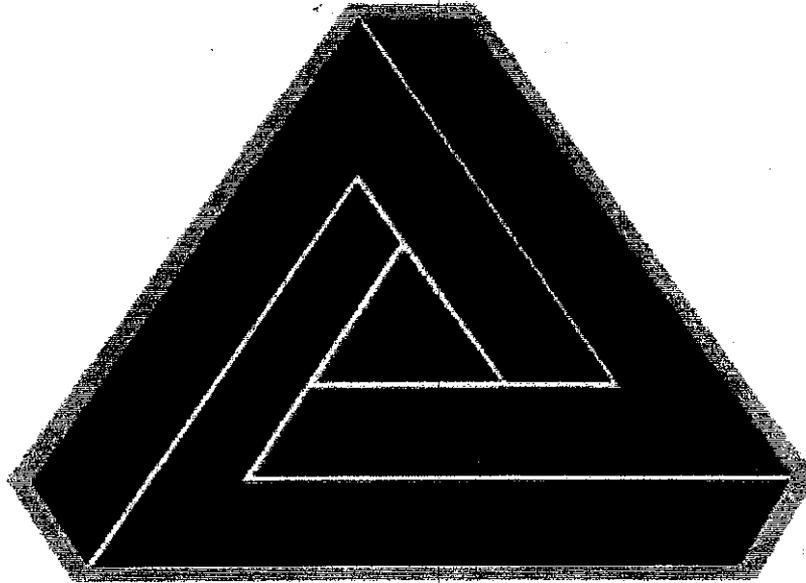
Elective Offerings

- Academic Competition
- Computer Programming 1* and 2*
- *Pre-Requisite: Algebra 1
- Creative Writing
- Film
- Technical Construction

MAKE UP CLASSES	
1 st Semester	2 nd Semester

****Note: Students must maintain an A/B average GPA to be eligible to take College classes.**

EARLY COLLEGE (Prepared for UC, CSU, Private College)		COLLEGE PREP (Prepared for UC, CSU, Private College)		COMMUNITY COLLEGE/VOCATIONAL ED	
Phase 1	Grade 9	Phase 1	Grade 9	Phase 1	Grade 9
Credits		Credits		Credits	
English 1	10	English 1	10	English 1	10
Algebra 2 or Geometry	10	Algebra 1 or Algebra 1A	10	Basic Math or Intro Algebra	10
Biology	10	Biology	10	Conceptual Science	10
Language Other than English (LOTE)	10	LOTE	10	Support Elective	10
Physical Education / M. Band	10	Physical Education / M. Band	10	Physical Education / M. Band	10
Life Skills	10	Life Skills	10	Life Skills	10
Geography	10	Geography	10	Geography	10
FAST TRACK CLASS	10	FAST TRACK CLASS	10	FAST TRACK CLASS	10
Total Credit for 9th Grade	80	Total Credit for 9th Grade	80	Total Credit for 9th Grade	80
Phase 1	Grade 10	Phase 1	Grade 10	Phase 1	Grade 10
Credits		Credits		Credits	
English 2	10	English 2	10	English 2	10
Geometry or Pre-Calculus	10	Algebra 2 or Algebra 1B	10	Intro Algebra or Algebra 1A	10
Chemistry	10	Chemistry or Applied Chem	10	Intro to Biology	10
World History	10	World History	10	World History	10
LOTE	10	LOTE	10	Elective	10
Physical Education / M. Band	10	Physical Education / M. Band	10	Physical Education / M. Band	10
Fine Art D M A C	10	Fine Art D M A C	10	Fine Art D M A C	10
FAST TRACK CLASS	10	FAST TRACK CLASS	10	FAST TRACK CLASS	10
Total Credit for 10th Grade	80	Total Credit for 10th Grade	80	Total Credit for 10th Grade	80
Phase 2	Grade 11	Phase 2	Grade 11	Phase 2	Grade 11
Credits		Credits		Credits	
English 3	10	English 3	10	English 3	10
US History	10	US History	10	US History	10
Pre-Calculus or Calculus	10	Geometry or Algebra 2	10	Algebra 1/Alg 1A/Alg 1B	10
Forensic Science/Anat & Phys	10	For Sci/Chemistry/Anat&Phys	10	Biology	10
Career Education Seminar	10	Career Education Seminar	10	Career Education Seminar	10
LOTE	10	LOTE	10	Elective	10
Elective/College**	10	Elective/College**	10	Elective	10
FAST TRACK AT COLLEGE	10	FAST TRACK	10	FAST TRACK	10
Total Credit for 11th Grade	80	Total Credit for 11th Grade	80	Total Credit for 11th Grade	80
Phase 2	Grade 12	Phase 2	Grade 12	Phase 2	Grade 12
Credits		Credits		Credits	
English 4 (2 blocks 1 semester) F/S	10	English 4 (2 blocks 1 semester) F/S	10	English 4 (2 blocks 1 semester) F/S	10
American Government & Economics (2 blocks 1 semester) F/S	10	American Government & Economics (2 blocks 1 semester) F/S	10	American Government & Economics (2 blocks 1 semester) F/S	10
Internship and Seminar (1 semester) F/S	5	Internship and Seminar (1 semester) F/S	5	Internship and Seminar (1 semester) F/S	5
Calculus	10	Pre-Calculus or Geometry	10	Finance Math or Algebra 1B	10
College Classes **	10	College Classes **	10	Elective/College**	10
Total Credit for 12th Grade	45	Total Credit for 12th Grade	45	Total Credit for 12th Grade	45
Total Credits for 4 years	285	Total Credits for 4 years	285	Total Credits for 4 years	285



Tracy Learning Center
PRE-K & T-K • PRIMARY • DISCOVERY • MILLENNIUM

EMPLOYEE HANDBOOK

May, 2018

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1. INTRODUCTORY POLICIES

1.1 Introductory Statement

Welcome! As an employee of the Tracy Learning Center (or also referred to as the "School"), we hope you will find your employment to be both rewarding and satisfying.

Because the quality of our employees is the key to our success, we carefully select our new employees. In turn, we expect employees to contribute to the success of the School.

Consistent with certain California laws in place, this Employee Handbook ("Handbook") is a compilation of the School's policies and sets forth the terms and conditions of employment for all employees of the School. However, this is not intended, nor should it be construed, as an exhaustive or exclusive compilation of School policies.

The School reserves the right to change, suspend, revoke, terminate, or supersede provisions of this Handbook, or the policies and procedures on which they may be based, at any time. However, no modification or change to this Handbook will modify the policy of at-will employment unless specifically set forth in a writing, signed by the Executive Director of the School and the affected employee. If terms contained in a specific employment agreement conflict with the policies and procedures contained in this Handbook, the employee shall adhere to his or her employment agreement.

This Handbook contains the policies in effect at the time of publication. All previously issued handbooks and any inconsistent policies or memoranda are superseded. With the exception of the statement of at-will status, nothing in this Handbook constitutes, nor should be construed as, an implied or express contract of employment.

It is important that all employees read, understand, and follow the provisions of the Handbook. If you need further information, or if you wish to discuss any policy in this Handbook, please feel free to contact the Executive Director of the School or Human Resources.

Again, welcome to the School.

1.2 Background and Mission

The Tracy Learning Center was founded in 2001 and opened with 125 students. Today, the Tracy Learning center is composed of four schools: Preschool, Primary Charter School, Discovery Charter School, and Millennium High School. The schools comprise over 1,200 students. Tracy Learning Center schools, except for Preschool, are charter schools which are free public schools.

The Tracy Learning Center schools are committed to providing quality education for all students preschool to 12th grade. This education is provided by allowing for individual differences by grouping for instruction. Teachers are essential for the guidance and direction of student learning. They pace the instruction based on outlines in curriculum maps for each

subject. Technology is an important tool used in the schools for processing and sharing information. All students learn the importance of respect and responsibility.

1.3 Statement of At-Will Employment Status

Employment at the School is at-will. At-will employment may be terminated with or without cause and with or without notice at any time by the employee or the School. Similarly, your status (for example, position, duties, salary, promotions, demotions, etc.) may be changed at-will, with or without cause and with or without notice at any time. Nothing in this Handbook or in any document or statement shall limit the right to terminate employment at-will or limit the School's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. No manager, supervisor, or employee of the School has authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will. Any agreement that alters the "at-will" nature of employment must be approved by the Board of Directors.

1.4 Equal Employment Opportunity

The School is an equal employment opportunity employer and makes employment decisions, including, but not limited to, hiring, firing, promotion, demotion, training, and/or compensation, on the basis of merit. Employment decisions are based on an individual's qualifications as they relate to the job under consideration. The School's policy prohibits unlawful discrimination based on race, religious creed (which includes religious dress and grooming practices), color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status, or any other consideration made unlawful by federal, state or local laws, ordinances, or regulations. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics.

The School is committed to complying with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the operations of the School and prohibits unlawful discrimination by any employee of the School, including supervisors and co-workers.

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

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

1.5 Unlawful Harassment

The School is committed to providing a work environment free of unlawful harassment. The School's policy prohibits harassment based on race, religious creed (which includes religious dress and grooming practices), color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status, or any other consideration made unlawful by federal, state or local laws, ordinances, or regulations. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics.

The School's anti-harassment policy applies to all persons involved in the operation of the School and prohibits unlawful harassment by any employee of the School, (which includes supervisors and co-workers) and third parties. The School will take all reasonable steps to prevent or eliminate unlawful harassment by non-employees, including students, parents, customers, clients, and suppliers, who have workplace contact with our employees.

Prohibited unlawful 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 conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, or gestures.
- Physical conduct such as assault, unwanted touching, 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.
- Retaliation for having reported or threatened to report unlawful harassment in good faith.

This policy applies to all phases of employment, including, but not limited to, recruiting, testing, hiring, upgrading, promotion, demotion, transfer, layoff, termination, rates of pay, benefits, and selection for training.

If you believe you have been subjected to unlawful harassment, please follow the complaint procedure outlined below. Employees must report conduct prohibited by this policy whether or not they are personally involved.

1.6 Retaliation

The School prohibits retaliation against any employee because of the employee's opposition to a practice or conduct the employee reasonably believes to be unlawful or because of the employee's lawfully protected participation in an investigation or proceeding. Any retaliatory adverse action because of such opposition or participation may be unlawful and will not be tolerated.

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

1.7 Complaint Procedure—Discrimination, Harassment, Retaliation

Employees must report all incidents believed to be unlawful discrimination, harassment, or retaliation, regardless of whether they are the alleged victim, a witness, a bystander, or otherwise. If you believe you have been subjected to any form of such unlawful conduct, or if you have knowledge of such unlawful conduct, submit a complaint, preferably in writing, to Human Resources or the Executive Director. If these individuals are not available, or in the event that you believe that one of these individuals has engaged in inappropriate behavior in violation of these policies, submit a complaint to a designated school leader as soon as possible. Supervisors must report any and all conduct of which they are made aware, which violates, or may violate, policies regarding unlawful discrimination, harassment, or retaliation to the Executive Director of the School or other upper-level managers, as appropriate.

All complaints submitted pursuant to this policy should be done in writing, but they may be done verbally. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses.

The School encourages all employees to immediately report any incidents of unlawful discrimination, harassment, and/or retaliation so that complaints can be quickly and fairly resolved. All complaints will be handled as confidentially as possible and information will be disclosed only as it is necessary to complete the investigation and resolve the matter.

Upon notice of such a complaint, the School will attempt to resolve the situation by promptly undertaking an effective, thorough, and objective investigation through the use of "qualified personnel" and using methods that provide all parties with "appropriate due process." During the investigation, the School will provide regular progress updates, as appropriate, to those directly involved. The School will strive to complete its investigation as efficiently as possible in light of the allegations and will reach any conclusions based on the evidence collected.

If the School determines that unlawful conduct or a violation of applicable policies has occurred, appropriate remedial measures will be taken in accordance with the circumstances involved. Any employee determined by the School to be responsible for unlawful discrimination, harassment, and/or retaliation will be subject to appropriate disciplinary action, up to and including termination. Appropriate action will also be taken to deter future conduct.

There will be no retaliation against any employee who brings a complaint in good faith or who honestly assists in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven.

Employees who believe that they have been unlawfully discriminated against, harassed, or retaliated against may also file a complaint with the local office of the California Department of Fair Employment and Housing (“DFEH”) or the Equal Employment Opportunity Commission (“EEOC”). The DFEH and the California Fair Employment and Housing Council (“FEHC”) as well as the EEOC can also order an employer to hire, reinstate, or promote a victim of discrimination, harassment, and/or retaliation or make other changes in School policies. The address and phone number of the local DFEH and EEOC offices can be found in the government sections of your local telephone directory or online.

1.8 Open Door Policy

At some time or another, you may have a suggestion, complaint, or question about the School, your job, your working conditions, or the treatment you are receiving. We welcome your suggestions, complaints, or questions. For issues other than prohibited harassment, discrimination, or retaliation, we ask that you take your concerns first to your school leader, who will investigate and provide a solution or explanation. If the problem is still not resolved, you may present it to Human Resources or the Executive Director of the School, preferably in writing, who will address your concerns.

1.9 Workplace Anti-Violence Policy

The School recognizes that violence in the workplace is a growing nationwide problem necessitating a firm, considered response. The costs of such violence are great, both in human and financial terms. We believe that the safety and security of employees and students is paramount. Therefore, the School has adopted this policy regarding workplace violence to help maintain a secure workplace.

Acts or threats of physical violence, including intimidation, harassment, and/or coercion, that involve or affect the School, occur on School property, or occur in the conduct of School business off property will not be tolerated. This prohibition against threats and acts of violence applies to all persons involved in School operations, including, but not limited to, School students, parents, employees, independent contractors, temporary employees, vendors and anyone else on School property or conducting School business off property. Violations of this policy, by any individual, may result in disciplinary action, up to and including termination and/or legal action as appropriate.

Always ensure that all visitors have signed in the visitor log and are wearing appropriate visitor tags/badges on campus. Likewise, Teachers should ensure that any visitors in a classroom have the appropriate visitor tags/badges. Suspicious persons or activities should be reported to Human Resources or the Executive Director. 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 valuables and/or personal articles in or around your workstation that may be accessible. The security of facilities and the welfare of our students and employees depend on the alertness and sensitivity of every individual to potential security risks. You should immediately notify Human Resources or the Executive Director when any person(s) are acting in a suspicious manner in or around the facilities or when keys, security passes, or identification badges are missing.

1.9.1 Workplace Violence Defined

Workplace violence includes, but is not limited to, threats of any kind; threatening, physically aggressive, or violent behavior, such as intimidation or attempts to instill fear in others; other behavior that suggests a propensity toward violence, including belligerent speech, excessive arguing or swearing, sabotage, threats of sabotage of School property; defacing School property or causing physical damage to the facilities; and bringing weapons or firearms of any kind on School premises or while conducting School business.

1.9.2 Enforcement/Complaint Procedure

Any person who violates this policy on School property may be removed from the premises as quickly and safely as possible, at the School's discretion, and may be required to remain off School premises pending the outcome of an investigation of the incident.

If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, student, parent, visitor, or anyone else, he or she must immediately notify his or her school leader, Human Resources, or the Executive Director. Furthermore, employees should notify Human Resources or the Executive Director if any restraining order is in effect or if a potentially violent non-work-related situation exists that could result in violence in the workplace.

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the School will inform the reporting individual of the results of the investigation. To the extent feasible, the School will maintain the confidentiality of the reporting employee. However, the School may need to disclose information in appropriate circumstances (for example, in order to protect individual safety). The School will not tolerate retaliation against any employee who reports workplace violence.

If the School determines that workplace violence has occurred, the School will take appropriate corrective action and may impose disciplinary action, up to and including termination.

1.10 Hiring Requirements

1.10.1 Certification

The School's teachers are required to hold a current California Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in public schools would be required to hold by law.

1.10.2 Tuberculosis Testing

No person shall be employed by the School unless he or she provides proof of having submitted to a tuberculosis (TB) risk assessment within the past 60 days and that no risk factors have been identified. If TB risk factors are identified, or as an alternative to the assessment, the applicant must submit proof that a qualified professional has determined he or she is free of infectious TB following testing and examination. The examination, if required, shall consist of an approved intra-dermal tuberculin test that, if positive, shall be followed by an X-ray of the lungs. Each employee shall cause to be on file with the School a certificate from a qualified professional showing the employee was assessed or examined and found free of risk factors or of infectious TB (as applicable). A person who transfers employment from another school can meet these requirements by providing a certificate from a qualified professional, or a verification from the prior school employer, that shows he or she was found to be free of infectious TB within 60 days of initial hire.

An employee who has no identified risk factors or who tests negative for TB shall undergo the TB risk assessment and, if risk factors are identified, the examination, at least once every four years or more often if recommended by the local health officer. Food handlers must be examined annually and Preschool staff must be examined every two years.

The risk assessment, and examination if necessary, is a condition of initial employment, and the expense incident thereto shall be borne by the applicant. The School shall reimburse current employees for the cost, if any, of the tuberculosis risk assessment and the examination.

1.10.3 Criminal Background Checks

It is the policy of the School to require fingerprinting and background checks for its employees consistent with legal requirements.

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

1.10.4 Immigration Compliance

The School is committed to full compliance with federal and state immigration laws. These laws require that all individuals pass an employment verification procedure before they are permitted to work. This procedure has been established by law and requires that every individual provide satisfactory evidence of his or her identity and legal authority to work in the

United States no later than three business days after he or she begins work. Accordingly, all new hires must go through this procedure.

2. EMPLOYMENT POLICIES AND PRACTICES

2.1 Employee Classifications

Upon hiring, all employees are classified as exempt or non-exempt, full-time or part-time, and regular or temporary. All employees are either exempt or non-exempt according to provisions of applicable wage and hour laws. Because all employees are hired for an unspecified duration, these classifications do not guarantee employment for any specific length of time. Employment is at the mutual consent of the employee and the School. Accordingly, either the employee or the School can terminate the employment relationship at-will, at any time, with or without cause or advance notice.

2.1.1 Exempt Employees

Pursuant to the federal Fair Labor Standards Act and applicable state laws, exempt employees are those who exercise the requisite degree of discretion and independent judgment and perform certain administrative, professional, and/or executive duties. Exempt employees are not entitled to overtime pay. Exempt employees are expected to report for work and perform their jobs in a regular and timely manner.

2.1.2 Non-Exempt Employees

Pursuant to the Fair Labor Standards Act and applicable state laws, non-exempt employees are entitled to overtime pay in accordance with applicable law. Non-exempt employees may have to work hours beyond their normal schedules as work demands require. Non-exempt employees are required to take meal and rest periods in the manner described in this Handbook.

2.1.3 Regular Employees

Regular employees are those who are hired to work on a regular schedule. Regular employees may be classified as full-time or part-time.

2.1.4 Full-Time Employees

An employee who is regularly scheduled to work and regularly works at least 20 hours or more per week is considered a regular full-time employee. Generally, full-time employees are eligible for School benefits, such as health care plans and sick leave. However, eligibility for each School benefit is ultimately governed by the applicable policy, plan document, and/or applicable law. Thus, there may be an instance in which a full-time employee is eligible for some but not all of these benefits.

2.1.5 Part-Time Employees

An employee who is regularly scheduled to work and regularly works fewer than 20 hours per week is considered a regular part-time employee. Generally, part-time employees are not eligible for School benefits, such as health care plans. However, eligibility for each School benefit is ultimately governed by the applicable policy, plan document, and/or applicable law. Thus, there may be an instance in which a part-time employee is eligible for one or more of these benefits.

2.1.6 Temporary Employees

An employee who is hired for a particular project or job of limited or definite duration is considered a temporary employee. A temporary employee is not eligible to earn, accrue, or participate in any School benefits program, except as otherwise required by law.

An employee will not change from one status to any other status or classification simply because of the number of hours that the employee is scheduled to work or the length of time spent as an employee. The status of a temporary employee may change only if the employee is notified of the change in status, in writing, by Human Resources.

2.2 Job Duties

Your school leader will explain your job 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 School. Your cooperation and assistance in performing such additional work is expected.

The School reserves the right, at any time, with or without notice, to transfer, demote, suspend, administer discipline, change job responsibilities, and change the terms and conditions of employment at its sole discretion.

2.3 Payment of Wages

Exempt staff is paid on the 26th of each month.

All other employees are paid semi-monthly, on the 10th and 26th of each month. If a payday falls on a weekend or holiday, employees will be paid on the preceding workday. Employees are required to report any overpayment of wages to the Director of Finance. Any discrepancies or shortages in the calculation of wages should be reported as soon as possible after payday.

2.4 Overtime

All non-exempt employees are required to obtain approval from their supervisor prior to working overtime. Failure to obtain such approval may subject an employee to discipline, up to and including termination. Overtime compensation will be paid in accordance with all state and federal laws. Exempt employees are not entitled to overtime.

2.5 Workday and Workweek

For purposes of calculating overtime, the School’s standard workweek begins on Sunday at 12:01 a.m. and ends on Sunday at 12:00 a.m. (midnight). The School’s standard workday is 12:01 a.m. to 12:00 a.m. (midnight) each day.

2.6 Meal and Rest Periods

The School prioritizes compliance with California’s meal and rest period laws. All non-exempt (hourly) employees are required to abide by these requirements.

2.6.1 Meal Periods

All non-exempt employees must take an uninterrupted meal period of at least 30 minutes each day they work more than 5 hours in accordance with this policy. Further, all non-exempt employees must take a second uninterrupted meal period of at least 30 minutes each day they work more than 10 hours in accordance with this policy.

Employees must begin their first meal period within five hours of starting work. For example, if the employee begins working at 7:00 a.m., then the employee must clock out to begin his or her meal period no later than 12:00 p.m. (noon). Further, employees must begin their second meal period (if applicable) within ten hours of starting work. For example, if the employee begins working at 7:00 a.m., then the employee must clock out to begin his or her second meal period no later than 5:00 p.m.

An employee who works five to six hours may waive, in writing, his or her right to a first meal period on that workday. Further, an employee may waive his or her right to a second meal period as long as the employee does not work more than 12 hours and did not waive his or her first meal period. The School offers written Meal Period Waiver Agreements that govern an employee’s entire employment, which are voluntary and may be revoked at any time, to document the employee’s waiver of first and second meal periods.

Employees are eligible for the following number of meal periods:

Length of	# of Meal	Explanation
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Employee Handbook

Workday in Hours	Periods	
0 to \leq 5	0	An employee who works 5 hours or less in a workday is not entitled to a meal period.
> 5 to \leq 10	1	An employee who works more than 5 hours in a workday, but who does not work more than ten hours in a workday, is eligible to take a 30-minute uninterrupted meal period, <i>unless the employee works six or fewer hours and voluntarily waives his or her first meal period.</i>
> 10	2	An employee who works more than ten hours in a workday is eligible to take a second uninterrupted 30-minute meal period, <i>unless the employee works 12 or fewer hours, did not waive the first meal period, and voluntarily waives his or her second meal period.</i>

Employees must take their meal periods according to the following schedule:

Which Meal Period	When
First Meal Period	An employee's <u>first meal period</u> must begin within 5 hours of starting work (in other words, by the end of the fifth hour of work <u>or</u> 5 hours and 0 minutes on the clock). By way of example, if an employee clocks in 8:00 a.m. , then the employee must clock out and start his or her meal period no later than 1:00 p.m.
Second Meal Period	An employee's <u>second meal period</u> must begin within ten hours of starting work (in other words, by the end of the tenth hour of work <u>or</u> 10 hours and 0 minutes on the clock). By way of example, if an employee clocks in 8:00 a.m. , then the employee must clock out and start his or her second meal period no later than 6:00 p.m.

During meal periods, employees are absolutely prohibited from performing work of any kind or any amount. Employees are excused from all duties and are free to leave the premises. Employees must record the exact start and stop times of each meal period through the School's timekeeping system so that the School may monitor time records for compliance. Employees may not join together required meal periods to take a longer break.

2.6.2 Rest Periods

All non-exempt employees are authorized, permitted, and strongly encouraged to take a 10-minute paid rest period for every 4 hours worked or major fraction thereof. Ordinarily, this amounts to two 10-minute rest periods per 8-hour workday.

Employees are eligible for the following number of rest periods:

Length of Workday in Hours	# of Rest Periods	Explanation
0 to < 3.5	0	An employee who works less than 3.5 hours in a workday is not entitled to a rest period.
≥ 3.5 to ≤ 6	1	An employee who works 3.5 hours in a workday but who does not work more than 6 hours in a workday is eligible to take one rest period.
> 6 to ≤ 10	2	A non-exempt employee who works more than 6 hours in a workday but who does not work more than 10 hours in a workday is eligible to take two rest periods.
> 10 to ≤ 14	3	A non-exempt employee who works more than 10 hours in a workday but who does not work more than 14 hours in a workday is eligible to take three rest periods.

Employees who work more than 14 hours may be eligible to additional rest periods. Please contact Human Resources for more information.

Whenever practicable, non-exempt employees should take their rest periods near the middle of each four-hour work period. Non-exempt employees may not accumulate rest periods or use rest periods as a basis for starting work late, leaving work early, or extending a meal period. Because rest periods are paid, non-exempt employees should not clock out for them. Employees are free to leave the premises during rest periods.

2.6.2 Daily Meal Period and Rest Period Reporting Form

Any employee who misses a meal or rest period or who experiences a late, short, or interrupted meal period—for any reason—must immediately report this issue to his or her supervisor and complete a Daily Meal Period and Rest Period Reporting Form. The employee must fill out all fields on the form, including providing a thorough explanation for the non-compliant meal or rest period. The employee must complete and turn in this form to his or her supervisor on the same workday that he or she experienced the non-compliant meal or rest period. Supervisors are responsible for ensuring that Human Resources receives these forms no later than the end of the workday following the workday on which the reportable issue occurred.

If an employee voluntarily chooses to miss a meal or rest period or take a late, short, or interrupted meal period (e.g., I chose to take my lunch later in the day or I chose to

refuse an “authorized” meal period at the time provided by the School), the employee is not entitled to premium pay (one additional hour at the employee’s regular rate of compensation or straight time). If an employee involuntarily experiences a missed meal or rest period or a late, short, or interrupted meal period (e.g., my supervisor asked me to handle a client call or meeting that caused me to miss or take a late meal period), the employee is entitled to premium pay. Employees must report the reason for the non-compliant meal or rest period on the Daily Meal Period and Rest Period Form.

2.6.3 Responsibilities

Non-exempt employees are required to take their meal and rest periods in accordance with this policy. If you encounter any challenges with taking meal or rest periods in accordance with this policy, please immediately contact your supervisor or Human Resources.

Supervisors may not pressure or coerce employees to take late, short, or interrupted meal and rest periods or to skip their meal and rest periods.

2.6.4 Discipline

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

2.7 Timekeeping

To ensure compliance with all applicable laws, non-exempt employees must accurately record all hours worked. This means they must clock in and out whenever they begin, cease, or resume working during the course of a workday. While you need not clock out and in during your rest periods, you must clock out and in during your meal periods. Under no circumstances may one employee clock in or out for another employee. Exempt employees may also be expected to record their time worked and report absences from work due to personal needs or illness.

If instructed by your supervisor, you will be expected to record time worked on a timesheet for each pay period. Recording inaccurate time on your timesheet or recording time on another employee’s time sheet is a violation of the School policy and may result in discipline, including immediate termination. Working “off the clock” or failing to record all time worked is strictly prohibited. Falsification of any timecard may result in disciplinary action, up to and including termination.

2.8 Personnel Records

To keep our personnel records accurate and to comply with state and federal laws, you must notify Human Resources immediately of any change(s) in the following personnel information:

- Your name (whether by marriage or otherwise).

- Your home address and telephone number.
- Whom to inform in case of an emergency, including names and home and work telephone numbers and addresses.
- Withholding tax information (your marital status and correct number of dependents).
- Change of beneficiary on group life insurance.
- The completion of education or changes in certification.

2.9 Employee References

All requests for references must be directed to Human Resources or the Executive Director. No other manager, supervisor, or employee is authorized to release references for current or former employees. The School's policy as to references for employees who have left the School is to disclose only the dates of employment and the title of the last position held. If you authorize disclosure in writing, the School will also provide a prospective employer with the information on the amount of salary or wage you last earned.

2.10 Performance Evaluations

Employees will receive periodic performance evaluations. Your school leader will conduct the evaluation and discuss it with you. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations should help you become aware of your progress, areas for improvement, and objectives or goals for future work performance.

Positive performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you and discussed with you by your school leader and that you are aware of its contents.

The School's provision of performance evaluations does not alter the at-will employment relationship. Nothing in this policy shall limit the right to terminate employment at-will or limit the School's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. Failure by the School to evaluate the employee will not prevent the School from transferring, demoting, disciplining, or terminating an employee. Employment is at the mutual consent of the employee and the School. Accordingly,

either the employee or the School can terminate the employment relationship at-will, at any time, with or without reason and with or without notice.

2.11 Conflicts of Interest

While employed by the School, employees owe a duty of loyalty to the School and are required to avoid any situation that presents an actual or potential conflict of interest. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the School's business dealings. For purposes of this policy, "relatives" are defined to include spouses, registered domestic partners, children, siblings, parents, in-laws, and step-relatives. Instances where an actual or potential conflict of interest may arise include, but are not limited to, the acceptance of gifts, engaging in outside activities, and personal and familial relationships.

Notwithstanding this policy, if an employee is a "designated employee" under the Board's Conflicts of Interest Code (adopted pursuant to the Political Reform Act), then the employee must comply with those provisions in addition to this policy.

2.11.1 Gifts

Improper personal gain may result not only where an employee or relative has a significant ownership interest in a company with which the School does business but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the School. The receipt of occasional flowers, candy or gifts worth less than \$250.00 from clients, customers, or vendors fall outside the intent of this policy and acceptance of such items is permissible. However, employees must obtain written approval from Human Resources before accepting any item worth in excess of \$250.00 from clients, customers, or vendors.

2.11.2 Outside Activities

Employees may not engage in any outside activity, including outside employment, which presents an actual or potential conflict of interest. Such outside activities must not affect the employee's work hours, interfere or conflict with the employee's job duties, raise any ethical or conflict of interest concerns, or create any conditions that may impact the employee's job performance. If you believe it is possible that a potential conflict of interest exists, please obtain written approval that confirms such outside activity does not create an actual or potential conflict of interest from the Executive Director before engaging in outside activity.

Employees also may not use the School's name, logo, supplies, equipment, or other property in connection with any outside activities. If you have any questions regarding the potential impact of any outside activities, including outside employment, please contact Human Resources prior to engaging in such activity.

2.11.3 Personal and Familial Relationships

Employees have an obligation to place the School's interests before their own and to exercise good judgment on behalf of the School. Personal involvement with a competitor, customer, vendor, supplier, or subordinate employee of the School, which impairs an employee's ability to exercise good judgment on behalf of the School, creates an actual or potential conflict of interest. An employee involved in any such relationship must immediately and fully disclose the circumstances to Human Resources for a determination as to whether a conflict exists. If an actual or potential conflict of interest exists, the School will take appropriate corrective action according to the circumstances, up to and including termination.

Relatives of employees may be eligible for employment with the School only if the individuals involved do not work in a direct supervisory relationship or in job positions in which an actual or potential conflict of interest could arise. Current employees who marry will be permitted to continue working in the same job positions held only if they do not work in direct supervisory relationship with one another or in job positions involving conflicts of interest. If relatives are found to be employed in any of these prohibited job positions, the School will take action to eliminate the conflict, including possibly requiring one or both employees to accept a transfer to another position or to resign.

Failure to comply with the Conflicts of Interest Policy may result in disciplinary action, up to and including termination.

2.12 Discipline

Inappropriate conduct, such as violation of School policies and rules and/or poor performance, may warrant disciplinary action. Under appropriate circumstances, the School may subject an employee to a range of disciplinary action that includes, but is not limited to, verbal warnings, written warnings, suspension, or termination. The system is not formal, and the School may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to and including immediate termination of employment. The School's use of varying forms of discipline does not alter the at-will employment relationship in any way. Employment is at the mutual consent of the employee and the School. Accordingly, either the employee or the School can terminate the employment relationship at-will, at any time, with or without reason and with or without notice.

2.13 Voluntary Termination

Although employment with the School is at-will, the School requests that an employee who intends to voluntarily leave his or her employment with the School provide appropriate written notice to their supervisor or Human Resources. This advance notice will provide your supervisor adequate time to complete the termination process and ensure a smooth transition for your departure from the School. All School-owned property (laptops, cell phones, student files, student grades and work product, lesson plans, keys, files, identification badges, credit cards, etc.) must be returned immediately upon termination of employment.

Except as otherwise provided by law, an employee who fails to report to work for three or more consecutively scheduled workdays without notice to, or approval by his or her

supervisor, will, in most cases, be deemed to have voluntarily terminated his or her employment with the School.

3. STANDARDS OF CONDUCT

3.1 Prohibited Conduct

The following conduct is prohibited and will not be tolerated by the School. This list of prohibited conduct is illustrative only; other types of conduct injurious to security, personal safety, employee welfare, and the School's operations also may be prohibited. Violation of the following standards may result in disciplinary action, up to and including immediate termination:

- Falsification of employment records, employment information, or other School records. This includes making false statements or omitting material information in the application procedure for employment.
- Falsifying any time record.
- Theft, damage, or destruction of any School property or the property of any employee or student.
- Removing or borrowing School property without prior authorization.
- Unauthorized use of School equipment, time, materials, or facilities.
- Provoking a fight or fighting during working hours or on School property.
- Participating in horseplay on School time or on School premises.
- Carrying firearms or any other dangerous weapons on School premises at any time.
- Causing, creating, or participating in a disruption of any kind during working hours on School property.
- Insubordination, including, but not limited to, failure or refusal to obey the legitimate orders or instructions of a supervisor or administrator, or the use of abusive or threatening language toward a supervisor or administrator.
- Using abusive, profane, threatening, indecent, or foul language and/or having inappropriate physical contact with students, parents, or other employees at any time on School premises.
- Unreported absences.
- Failure to observe working schedules, including meal and rest periods.

- Sleeping or malingering on the job.
- Working overtime without authorization or refusing to work assigned overtime.
- Working “off the clock” or failing to record or report all hours worked.
- Failing to keep confidential information pertaining to parents, students, or vendors.
- Violation of any safety, health, security, or other School policies, rules, or procedures.
- Committing a fraudulent act or a breach of trust under any circumstances.
- Engaging in unlawful harassment, discrimination, or retaliation.
- Making false or malicious statements about any employee, parent or student, or about the School.
- Poor personal hygiene and grooming habits unless otherwise protected by law.
- Gambling of any type on School premises.
- Violation of the Drug and Alcohol Abuse Policy, including, but not limited to, refusing to submit to a drug/alcohol test mandated by the School.
- Unauthorized use of cameras or other recording devices on School premises.
- Intentionally supplying false information in order to obtain a leave of absence or other benefits from the School.
- Poor attendance, including, but not limited to, habitual tardiness and/or absenteeism, leaving early without permission, absence from work without permission, and abuse of time during work hours, to the extent permitted by law.
- Unsatisfactory work performance.
- Unfit for service, including the inability to appropriately instruct or associate with students.
- Performing unauthorized work on School time.

- Failure to observe designated areas limiting eating, drinking, or other activities.
- Smoking or using tobacco products on School property.

This statement of prohibited conduct does not alter the School's policy of at-will employment. The School and you retain the right to terminate the employment relationship at any time, with or without reason or advance notice.

3.2 Employee-Student Relations Policy

3.2.1 Boundaries Defined

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

3.2.2 Unacceptable and Acceptable Behavior

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

Employees must understand their own responsibilities for ensuring that they do not cross the Boundaries as written in this policy. Disagreeing with the wording or intent of the established Boundaries will be considered irrelevant for any required disciplinary purposes. Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities. Although sincere, professional interaction with students fosters the charter mission of academic excellence, employee-student interaction has Boundaries regarding the activities, locations, and intentions.

The following is an illustrative list of unacceptable behavior, which includes, but is not limited to:

- Giving gifts to an individual student that are of a personal and intimate nature
- Kissing of ANY kind
- Any type of unnecessary physical contact with a student in a private situation
- Intentionally being alone with a student away from the School
- Making, or participating in, sexually inappropriate comments

- Sexual jokes or jokes/comments with sexual double entendre
- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator
- Listening to or telling stories that are sexually oriented
- Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- Giving students a ride to/from School or School activities without parental permission
- Being alone in a room with a student at the School with the door closed
- Allowing students in your home without signed parent permission for a preplanned and precommunicated educational activity that must include the presence of another educator, parent, or other responsible adult
- Remarks about the physical attributes or physiological development of anyone
- Excessive attention toward a particular student
- Sending e-mails, text messages, instant messages, social media messages, or letters to students if the content is not about School activities and not in accordance with applicable School policies or in violation of the School's Social Media Policy
- Being "friends" with a student on any personal or non-School social media website
- Communicating with students or parents/guardians in violation of the School's Social Media Policy
- Engaging in inappropriate and/or unprofessional communications with students on School social media
- Using profanity with or to a student
- Involving students in non-educational or non-school related issues, including, but not limited to, the employee's employment issues

The following is an illustrative list of acceptable and recommended behavior, which includes, but is not limited to:

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- Obtaining parents' written consent for any after-school activity on or off campus (exclusive of tutorials)
- Obtaining formal approval (School and parental) to take students off School property for activities such as field trips or competitions
- E-mails, text messages, phone conversations, and other communications to and with students must be professional and pertain to School activities or classes, and communication should be initiated via School-based technology and equipment
- Keeping the door open when alone with a student
- Keeping reasonable space between you and students
- Stopping and correcting students if they cross your own personal boundaries
- Keeping parents informed when a significant issue develops about a student
- Keeping after-class discussions with a student professional and brief
- Asking for advice from senior staff or administrators (such as Human Resources or the Executive Director) if you find yourself in a difficult situation related to Boundaries
- Involving your supervisor if conflict arises with a student
- Informing Human Resources or the Executive Director about situations that have the potential to become more severe
- Making detailed notes about an incident that could evolve into a more serious situation later
- Recognizing the responsibility to stop unacceptable behavior of students and/or coworkers
- Asking another employee to be present if you will be alone with any student who may have severe social or emotional challenges
- Asking another employee to be present, or within close supervisory distance, when you must be alone with a student after regular School hours
- Giving students praise and recognition without touching them in questionable areas; giving appropriate pats on the back, high five's, and handshakes
- Keeping your professional conduct a high priority during all moments of student contact

- Asking yourself if any of your actions that go contrary to these provisions are worth sacrificing your job, your career, and the reputation of the School

3.2.3 Reporting Violations

When any employee, parent, or student becomes aware of an employee having crossed the Boundaries specified in this policy, he or she must promptly report the suspicion to Human Resources or the Executive Director. All reports shall be kept as confidential as possible. Prompt reporting is essential to protect students, the suspected employee, any witnesses, and the School as a whole. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses Boundaries or any situation in which a student appears to be at risk for sexual abuse.

3.2.4 Child Abuse and Neglect Reporting

California Penal Code section 11166 requires any teacher or child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. Employees may, but are not required to report such incidents to Human Resources and the Executive Director. Reporting such incidents to Human Resources and the Executive Director does not relieve the employee of responsibility to also immediately report such incidents to the appropriate child protective agency by telephone and to send a written report thereof within thirty-six (36) hours. However, employees may work cooperatively to report the incidents and to file one written report. Employees who have any questions about these reporting requirements should contact Human Resources.

3.2.5 Investigating

The Executive Director will promptly investigate any allegation of a violation of the Employee-Student Relations Policy, using such support staff or outside assistance as he or she deems necessary and appropriate under the circumstances, unless the allegation also constitutes a reportable allegation under California Penal Code section 11166. In the event the allegation also constitutes such a reportable allegation, the Executive Director shall comply with the legal requirements of immediately reporting the allegation to a child protective agency and shall follow up such report with a written report with thirty-six (36) hours.

If the allegation is only a violation of the Employee-Student Relations Policy, but not a violation of California Penal Code section 11166, the Executive Director or other appropriate administrator shall conduct an investigation as set forth above. Throughout this fact-finding process, the investigating administrator, and all others privy to the investigation, will protect the privacy interests of any affected student(s) and/or employee(s), including any potential witnesses, to the fullest extent possible.

3.2.6 Violations

Violations of this policy may result in disciplinary action, up to and including termination. When appropriate, violations of this policy may also be reported to authorities for potential legal action.

3.3 Solicitations, Distributions, and Access

In order to maintain and promote efficient operations, discipline, and security, the School maintains rules applicable to all employees that govern solicitation, distribution of written material, and entry onto the premises and work areas. All employees are expected to comply with these rules, which will be strictly enforced. Any employee who is in doubt concerning the application of these rules should immediately consult with his or her supervisor. These rules are:

1. No employee shall sell merchandise or solicit or promote support for any cause or organization during his or her working time or during the working time of the employee(s) at whom such activity is directed. As used in these rules, working time excludes meal and break periods.

2. No employee shall distribute or circulate any written or printed material, other than those approved by management for business purposes, in work areas at any time or during his or her working time or during the working time of the employee(s) at whom such activity is directed. As used in this section, working areas excludes designated meal and break rooms.

3. No employee shall enter or remain in School work areas for any purpose except to report for, be present during, and conclude a work period. Non-exempt employees must not begin work and clock in at his or her working area more than 10 minutes before they are scheduled to begin and must stop work and clock out from his or her work area no later than 10 minutes after their work scheduled for the day is completed. Work area does not include School parking lots, gates, or other similar outside areas unless an employee is assigned to work in such areas.

4. Under no circumstances will non-employees be permitted to solicit or distribute written material for any purpose on School property.

5. Non-employees must sign in at the front office before entering School property.

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

3.4 Drug and Alcohol Abuse Policy

Our employees are our most valuable resource, and their own health and safety are therefore serious concerns. We will not tolerate any drug or alcohol related conduct that imperils the health and well-being of our employees. Further, the use of illegal drugs and abuse of controlled substances is inconsistent with law abiding behavior expected of all citizens. Employees who use illegal drugs or abuse other controlled substances or alcohol tend to be less productive, less reliable, and prone to greater absenteeism resulting in the potential for increased cost and risk.

We believe our employees have the right to work in an alcohol and drug-free environment and to work with persons free from the effects of alcohol and drugs. Employees who abuse alcohol or drugs are a danger to themselves and to other employees. We are therefore committed to maintaining a safe and healthy workplace free from the influence of alcohol and drugs. We hope all employees will join with us in achieving our goal of a safe and productive drug-free workplace.

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

The School prohibits the following:

- Use, possession, manufacture, distribution, dispensation, purchase, or sale of alcohol (if unauthorized), illegal drugs or drug paraphernalia on the School’s premises, while on School business or during working hours;
- Storing alcohol (if unauthorized), illegal drugs, or drug paraphernalia in a locker, desk, automobile, or other repository on the School’s premises;
- Being under the influence of alcohol (if unauthorized) or illegal drugs on the School’s premises, while on School business or during working hours;
- Refusing to submit to an inspection or testing when requested by management;
- Conviction under any criminal drug statute for a violation occurring in the workplace;
- Failure to keep all prescribed medicine in its original container, which identifies the drug, date of prescription, and the prescribing doctor.

In addition, if you are required to take any kind of prescription or nonprescription medication that will affect your ability to perform your job, you are required to report this to

your supervisor or Human Resources. Your supervisor or Human Resources will determine if it is necessary to temporarily place you on another assignment or take other action as appropriate to protect your safety, other employees, and students.

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

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

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

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

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

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

The School may require a test by intoxilator, blood test, urinalysis, medical examination, or other drug/alcohol screening of those persons whom the School reasonably suspects of using, possessing, or being under the influence of a drug or alcohol.

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

Such a test may be required of employees involved in any work-related accident or unsafe practice where the safety of the employee or other employees was jeopardized.

Periodic retesting may also be required following positive test results or after any violation of this policy or rehabilitation.

3.5 Schedule and Working Hours

Generally, the School's hours of school operation are 7:30 a.m. to 4:30 p.m., Monday through Friday. All employees will be assigned a work schedule suitable for their job assignment and will be expected to begin and end work according to the schedule. Please note that schedules may vary depending on a variety of factors including whether you work during the academic year or on an annual basis. The Executive Director or your supervisor will assign your individual work schedule. In order to accommodate the needs of our business, it may be necessary to change individual work schedules on either a short-term or long-term basis. All employees are expected to be at their desks or workstations at the start of their scheduled shift, ready to work. If you need to modify your schedule, request the change with Human Resources or your supervisor. All schedule changes or modifications must be approved by the Executive Director.

3.6 Punctuality and Attendance

Each of our employees plays an important role in getting the day's work done. Therefore, each employee is expected to be at his or her work station on time each day and to remain there throughout his or her scheduled hours. Tardiness, even for good reasons, is disruptive to our operations and interferes with our ability to satisfy our students' needs. Excessive tardiness, excused or unexcused, can result in discipline, up to and including termination, to the extent allowed by applicable law.

If you are going to be late for work for any reason, please personally notify Human Resources as far in advance as possible and in any case no less than two hours before your shift starts so that proper arrangements can be made to handle your work during your absence. Of course, some situations may arise in which prior notice cannot be given. In those circumstances, please notify Human Resources as soon as possible. Because voice mail messages may go unheard for significant periods of time, leaving a voice mail message is not a sufficient method of notifying Human Resources—you must personally contact Human Resources in a timely manner. If you are required to leave work early, you must also personally contact Human Resources and obtain his or her permission. If you are a teacher and will be late or absent, you must follow all applicable substitute teacher policies and procedures.

As an employee of the School, you are also expected to be regular in attendance. Any absence causes problems for those whom you serve and your fellow employees as well as your supervisor. When you are absent, others must perform your workload, just as you must assume the workload of others who are absent. Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal and rest periods when appropriate or when required to leave on authorized School business. Late arrival, early departure, or other absences from scheduled hours are disruptive and must be avoided. Absent extenuating circumstances, you must call in on any day you are scheduled to work and will not report to work. All absences

must be reported on Aesop: www.aesoponline.com. Lesson plans for anticipated and unanticipated absences should be prepared in advance and at the beginning of the school year and may be uploaded on the absence system. If an absence occurs in an emergency situation, the staff member is expected to also notify Human Resources and their School Director.

Excessive, unexcused absenteeism will not be tolerated and, to the extent allowed by applicable law, may result in disciplinary action, up to and including termination.

Except as otherwise provided by law, if you fail to report for work without any notification to Human Resources and your absence continues for a period of three consecutively scheduled workdays, the School will, in most cases, consider that you have abandoned your employment and have voluntarily resigned.

3.7 Personal Standards

Employees are expected to maintain the highest standards of personal cleanliness and present a neat, clean, tasteful and professional appearance at all times to the extent permitted by applicable law. Employees should wear clothing appropriate for the nature of our business and the type of work performed. All certificated employees must distinguish themselves as teachers on campus and wear professional/appropriate business clothing. P.E. Certificated staff may wear appropriate sportswear. Supervisors may issue more specific guidelines. Generally, however, employees may not wear jeans except on permitted days only.

3.8 Confidential Information

It is important to the School to protect and preserve its trade secrets and confidential information. Confidential information includes, but is not limited to, all parent and student information, parent and student lists, lesson plans, techniques and concepts, marketing plans, design specifications, design plans, strategies, forecasts, bid plans, bid strategies, bid information, contract prices, new products, software, computer programs, writings, and all know-how and show-how whether or not protected by patent, copyright, or trade secret law. Personal, private information about other employees and personnel matters are also confidential, if learned as a part of the employee's job performance.

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

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

and all trade secrets or confidential information shall be returned to the School during extended leaves of absence or upon termination of employment.

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

Although some written and electronic materials owned by the School may be considered to be public records, employees must refer any person seeking School records or information to Human Resources for handling.

Failure to comply with this policy may result in disciplinary action, up to and including termination.

3.9 Computer Usage and Privacy

Every user who is provided access to the School's Communications Systems is responsible for using the Communications Systems in accordance with this policy. Any questions about this policy should be addressed to Human Resources.

3.9.1 Definitions

The School's electronic communications systems ("Communications Systems") includes, but is not limited to, computers, laptops, e-mail, telephones, cellular phones, tablets, PDAs, text messaging, instant messaging, video conferencing, voice mail, facsimiles, and connections to the Internet and other internal or external networks.

3.9.2 Ownership and Conditions of Use

The Communications Systems is the property of the School. It has been provided by the School for the sole purpose of conducting School-related business as well as other business that is approved by the Executive Director of the School. All communications and information transmitted by, received from, or stored in these systems are School records and the property of the School.

Electronic communications are a means of business communication. The School requires all users to conduct themselves in a professional manner. Users should conduct all electronic communications with the same care, judgment, and responsibility that they would use when sending letters or memoranda written on School letterhead. Special care must be taken when posting any information on the Internet because of the potentially broad distribution of and access to such information.

To protect the integrity of the School's Communications Systems and the users thereof against unauthorized or improper use of these systems, the School reserves the right, without notice, to limit or restrict any individual's use, and to inspect, copy, remove, or delete

any unauthorized use of its Communications Systems upon authorization of the Executive Director or his or her delegatee. The School also reserves the right periodically to monitor the use of its Communications Systems and to access users' voice mail, Internet access, and e-mail for that purpose or any other business related purpose upon authorization of the Executive Director or his or her delegatee.

Erasing an e-mail message from a mailbox does not necessarily erase all copies of the message on the network. Archived copies may be stored for substantial periods of time and are subject to the provisions of this policy regarding content, review, access, and disclosure.

Users are required to comply with the School's Computer Usage and Privacy Policy and agree to be bound by this policy by using the School's Communications Systems.

3.9.3 Confidentiality and Privileges

Information stored on the Communications Systems is intended to be kept confidential within the School. The School has taken all reasonable steps to assure confidentiality and security. Like other means of communication, however, it is not possible to guarantee complete security of electronic communications either within or outside the School, and care should be exercised when sending or receiving sensitive, privileged, or confidential information electronically. For example, information sent through the Internet can be monitored by external systems en route to its final destination. All users must keep this in mind when forwarding sensitive, confidential, and/or privileged information. Where appropriate, this fact should be disclosed to outside contacts.

3.9.4 Prohibited Use

Users are prohibited from using the Communications Systems for any unauthorized or unlawful purpose, including, but not limited to, the following:

Users of the Communications Systems are strictly prohibited from using the Communications Systems to deliver a message that is harassing or offensive on the basis of race, religious creed (which includes religious dress and grooming practices), color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status, or any other consideration made unlawful by federal, state or local laws, ordinances, or regulations. The School has policies against discrimination, harassment, and retaliation, and those policies apply to the use of the Communications Systems.

Users are prohibited from using the Communications Systems for transmitting or making accessible annoying, offensive, defamatory, or harassing material or intentionally damaging or violating the privacy of information of others.

Users are prohibited from using the Communications Systems to transmit, display, store, publish, or purposely receive any pornographic, obscene, or sexually explicit material.

Users must respect all copyrights and licenses to software and other online information, and may not upload, download, or copy software or other material through the Communications Systems without the prior written authorization of the Executive Director of the School.

Users must not alter, copy, transmit, or remove School information, proprietary software, or other files without proper authorization from the School.

Users are prohibited from reading, copying, recording, or listening to messages and information delivered to another person's e-mail and voice mail mailboxes without proper authorization from the Executive Director or his or her delegatee. Anyone who receives an electronic communication for which he or she is not the intended recipient must immediately inform the sender that the message was sent improperly and must delete the message from their e-mail and voice mail mailboxes.

3.9.5 Access and Disclosure

The Communications Systems is provided solely for the purpose of conducting the School business. Incidental and occasional personal use of the Communications Systems is permitted, but such communications must not disrupt School business, and users do not have any expectation of personal privacy in any matters stored in, created, received, or sent over the Communications Systems.

The School, as owner of the Communications Systems, to protect the integrity of its systems from unauthorized or improper use upon authorization of the Executive Director or his or her delegatee, to monitor, access, retrieve, download, copy, listen to, or delete anything stored in, created, received, or sent over its Communications Systems without the permission of or prior notice to any user.

Although the School entrusts you with the use of voice mail, e-mail, computer files, software, or similar School property, you should keep in mind that these items have been installed and maintained at great expense to the School and are only intended for business purposes. At all times, they remain School property. Likewise, all records, files, software, and electronic communications contained in these systems also are School property. You are advised that electronic files, records, and communications on School computer systems, electronic communication systems, or through the use of School telecommunications equipment are not private. Although they are a confidential part of School property, you should not use this equipment or these systems for confidential messages. The use of passwords to limit access to these systems is only intended to prevent unauthorized access to voice mail, e-mail, and computer systems, files, and records. Additionally, these systems are subject to inspection, search, and/or monitoring by School personnel for any number of business reasons. As a result, employees do not have an expectation of privacy in this regard. Accordingly, these systems and

equipment should not be used to transmit personal messages, except in necessary situations or when exceptions are specifically sanctioned by management. Voice mail messages and e-mail messages should be routinely deleted when no longer needed. The School is not responsible for costs incurred when employees use School telephones or e-mail systems for personal matters.

You should be advised to use voice mail and e-mail as cautiously as you would use any more permanent communication medium such as a memorandum or letter. You should realize that e-mail messages:

- May be saved and read by third parties.
- May be retrieved even after “deletion.”
- May be accessed by authorized service personnel.
- May be examined by management without notice for business purposes.

There will be times when the School, in order to conduct business, will utilize its ability to access your e-mail, voice mail, computer files, software, or other School property. The School also may inspect the contents of your voice mail, e-mail, computers, computer files, or software to monitor job performance, for training or quality control purposes, or when the School suspects that School property is being used in an unauthorized manner.

The School reserves the right to use and disclose any electronic non-privileged communication on its Communications Systems without the permission of or any prior notice to any user, including disclosure to law enforcement officials.

3.9.6 Discipline for Violations of Policy

Any person who discovers misuse of the Internet access or any of the School’s Communications Systems should immediately contact Human Resources or the Executive Director of the School. Any user who violates any part of this policy will be subject to discipline, up to and including immediate termination.

3.9.7 Policy May Be Amended at Any Time

The pace of technological change and growth in electronic communications is rapid. This policy applies to all present and future electronic communications systems and devices and to improvements and innovations to existing systems and devices and to completely new technologies, devices, and systems. The School reserves the right to amend this policy at any time through an authorized writing from an authorized School representative.

3.10 Social Media

3.10.1 Scope

In light of the explosive growth and popularity of social media technology in today's society, the School has developed the following policy to establish rules and guidelines regarding the appropriate use of social media by employees. This policy applies to situations when you: (1) make a post to a social media platform that is related to the School; (2) engage in social media activities during working hours; (3) use School equipment or resources while engaging in social media activities; (4) use your School e-mail address to make a post to a social media platform; (5) post in a manner that reveals your affiliation with the School; (6) interact with School students or parents/guardians of School students (regarding School-related business) on the Internet and on social media sites; or (7) create or use a School-affiliated social media account.

For the purposes of this policy, the phrase "social media" refers to the use of a website or other electronic application to connect with other people as well as related web-based media, such as blogs, wikis, and any other form of user-generated media or web-based discussion forums. Social media may be accessed through a variety of electronic devices, including computers, cell phones, smart phones, PDAs, tablets, and other similar devices.

This policy is intended to supplement, not replace, the School's other policies, rules, and standards of conduct. For example, School policies on confidentiality, use of School equipment, professionalism, employee references and background checks, workplace violence, unlawful harassment, and other rules of conduct are not affected by this policy.

You are required to comply with *all* School policies whenever your social media activities may involve or implicate the School in any way, including, but not limited to, the policies contained in this Handbook.

3.10.2 Standards of Conduct

You are required to comply with the following rules and guidelines when participating in social media activities that are governed by this policy:

- Comply with the law at all times. Do not post any information or engage in any social media activity that may violate applicable local, state, or federal laws or regulations.
- Do not engage in any discriminatory, harassing, or retaliatory behavior in violation of School policy.
- Respect copyright, fair use, and financial disclosure rules and regulations. Identify all copyrighted or borrowed material with proper citations and/or links.
- Maintain the confidentiality of the School's trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Do not post internal reports, policies, procedures, or other internal business-related confidential communications. This prohibition applies both during and after your employment with the School.

- Do not post confidential information (as defined in this Handbook) about the School, its employees, or its students. Remember that most student information is protected by the Family Educational Rights and Privacy Act, including any and all information that might identify the student. Publicizing student work and accomplishments is permitted only if appropriate consents are obtained.
- While it is acceptable to engage in limited and incidental social media activities at work, such social media activities may not interfere with your job duties or responsibilities. Do not use your School-authorized e-mail address to register on social media websites, blogs, or other online tools utilized for personal use.
- Be knowledgeable about and comply with the School's background check procedures. Do not "research" job candidates on the Internet or social media websites without prior approval from Administration.
- Be knowledgeable about and comply with the School's reference policy. Do not provide employment references for current or former employees, regardless of the substance of such comments, without prior approval from Administration.
- Always try to be fair and courteous to fellow employees, students, parents, vendors, customers, suppliers, or other people who work on behalf of the School. Avoid posting statements, photographs, video, or audio that could be reasonably viewed as malicious, obscene, threatening, or intimidating, that disparage employees, students, parents, vendors, customers, suppliers, or other people who work on behalf of the School, or that might constitute harassment or bullying.
- Make sure you always try to be honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Never post any information or rumors that you know to be false about the School, fellow employees, students, parents, vendors, customers, suppliers, people working on behalf of the School, or competitors.
- Express only your personal opinions. Never represent yourself as a spokesperson for the School unless authorized to do so. If you publish social media content that may be related to your work or subjects associated with the School, make it clear that you are not speaking on behalf of the School and that your views do not represent those of the School, fellow employees, students, parents, vendors, customers, suppliers, or other people working on behalf of the School. It is best to use a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the School."
- Never be false or misleading with respect to your professional credentials.

3.10.3 Creating and Using School Social Media

Employees are only permitted to communicate and connect with students on social media that is owned and operated by the School. Employees are only permitted to communicate and connect with students' parents or guardians regarding School-related matters

on social media that is owned and operated by the School. All communications with parents or guardians regarding School-related matters on non-School or personal social media may result in disciplinary action, up to and including termination. Any communication whatsoever with students on non-School or personal social media may result in disciplinary action, up to and including termination.

The IT Department, in addition to Administration, are responsible for approving requests for School social media, monitoring School social media for inappropriate and unprofessional content, and maintaining the social media account information (including, but not limited to, username and password). The School owns, operates, and controls all School-affiliated social media accounts. The School has final approval over all content and reserves the right to close the social media account at any time, with or without notice. Any unlawful, inappropriate or unprofessional communications may result in disciplinary action, up to and including termination.

To set up social media that is owned and operated by the School in compliance with this policy, employees must adhere to the following procedures:

- Request and obtain permission to create School social media from the Executive Director.
- Contact the IT Department to set up the social media. Provide the IT Department with the username and password that you would like assigned to the account. If you change the username and/or password, you must immediately update this information with the IT Department. Failure to do so may result in disciplinary action, up to and including termination.

Any social media created and/or used in violation of this policy may result in disciplinary action, up to and including termination.

3.10.4 Access

Employees are reminded that the School's various electronic communications systems, including, but not limited to, its electronic devices, computers, telephones, e-mail accounts, video conferencing, voice mail, facsimiles, internal and external networks, computers, cell phones, smart phones, PDAs, tablets, and other similar devices, are the property of the School. All communications and information transmitted by, received from, or stored in these systems are School records.

As a result, the School may, and does, monitor its employees' use of these electronic communication systems, including for social media activities, from time to time. The School may monitor such activities randomly, periodically, and/or in situations when there is reason to believe that someone associated with the School has engaged in a violation of this, or any other, School policy. As a result, employees do not have a reasonable expectation of privacy in their use of or access to the School's various electronic communications systems.

3.10.5 Discipline

Any violation of this Social Media Policy may result in disciplinary action, up to and including immediate termination.

3.10.6 Retaliation Is Prohibited

The School prohibits retaliation against any employee for reporting a possible violation of this policy or for cooperating in an investigation of a potential violation of this policy. Any employee who retaliates against another employee for reporting a possible violation of this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

3.10.7 Questions

In the event you have any questions about whether a particular social media activity may involve or implicate the School, or may violate this policy, please contact Human Resources.

Social media is in a state of constant evolution, and the School recognizes that there will likely be events or issues that are not addressed in these guidelines. Thus, each School employee is responsible for using good judgment and seeking guidance, clarification, or authorization *before* engaging in social media activities that may implicate this policy.

4. OPERATIONAL CONSIDERATIONS

4.1 Employer Property

Desks, files, copiers, lockers, and supplies, both office and household, are School property and must be maintained according to School rules and regulations. They must be kept clean and are to be used only for work-related purposes. Employees do not have any expectation of personal privacy in any School property. The School reserves the right to inspect all School property to ensure compliance with its rules and regulations, without notice to the employee and/or in the employee's absence.

Prior authorization must be obtained before any School property may be removed from the premises.

All School property must be immediately returned upon termination of the employment relationship.

4.2 Employee Property

For security reasons, employees should not leave personal belongings of value in the workplace. Employees are responsible for the security of their personal belongings. The School is not responsible for any lost or stolen personal items at work. Upon separation of employment, an employee should remove any personal items at the time they leave the School.

Personal items left in the workplace by previous employees are subject to disposal if not claimed at the time of the employee's termination, unless the parties have arranged otherwise.

4.3 Security

The School has property cameras and night supervision of the campuses. Alarm systems are in place and are generally armed nightly and on the weekends or time off. The security of the premises, as well as the welfare of employees and students, requires that you be constantly aware of potential security risks. Therefore, please comply with the following security procedures to ensure a secure workplace. Be aware of persons loitering for no apparent reason (e.g., in parking areas, walkways, entrances/exits, and service areas). If you notice such a person, report it Human Resources, the Executive Director of the School, or your supervisor. Secure your work area when called away from it for any length of time, and do not leave valuable and/or personal articles in or around your work area. Teachers should close blinds, lock doors and secure all technology before leaving the classroom. Doors should be locked when teachers are not in the room during the day. Students should never be in a classroom unsupervised.

4.4 Health and Safety

Every employee is responsible for the safety of himself or herself as well as others in the workplace. To achieve our goal of maintaining a safe workplace, everyone must be safety conscious at all times. In compliance with California law and to promote the concept of a safe workplace, the School maintains an Injury and Illness Prevention Program. The Injury and Illness Prevention Program is available for review by employees and/or employee representatives.

4.5 Smoking Policies

Smoking is not allowed on School premises. Employees who wish to smoke must limit their smoking to meal and rest periods if taken off premises.

4.6 Housekeeping

All employees are expected to keep their work areas clean and organized. Common areas such as lunchrooms and restrooms should be kept clean by those using them. Please clean up after meals. Dispose of trash properly.

4.7 Lactation

Employees may use their meal and/or rest periods for the purpose of expressing breast milk. If required, a reasonable amount of additional time will be provided. Such additional time will be unpaid.

A private place to express breast milk, other than a toilet, will be provided in close proximity to the employee's work area. The employee's normal work area may be used if

it allows the employee to express milk in private. Please see Human Resources for more information.

4.8 Parking

Employees may use parking facilities as directed by their supervisors. The School is not responsible for any loss or damage to employee vehicles or contents while parked on School property.

4.9 Conducting Personal Business

Employees are to conduct only School business while at work. Employees may not conduct personal business or business for another employer during their scheduled working hours. Any employee who violates this policy will be subject to appropriate disciplinary action, up to and including termination.

4.10 Employees Who Are Required to Drive

Employees who are required to drive their own vehicle on approved School business will be required to show proof of a current, valid license and proof of current, effective insurance coverage. To the extent permitted by law, the School retains the right to transfer to an alternative position, suspend, or terminate such employees whose license is revoked or who fails to maintain personal automobile insurance coverage. Employees who drive their own vehicles on approved School business will be reimbursed at the per mile rate established by the Internal Revenue Service. As a condition of employment, employees who drive their own vehicle on approved School business are required to use good judgment.

Pursuant to applicable law and safety standards, employees whose job responsibilities include regular or occasional driving must refrain from using their cell phone while driving unless they are using a hands-free device. Safety must come before all other concerns. Thus, unless an employee is using a hands-free device in a safe-manner, he or she must safely pull off to the side of the road and safely stop the vehicle before placing, accepting, or continuing a call. Sending or reviewing text messages while driving is also prohibited.

Employees whose job responsibilities do not specifically include driving as an essential function, but who use a cell phone for business purposes, whether issued by the School or not, are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves, students, or others at risk to fulfill business needs.

Any employee who fails to comply with this policy will be deemed to have engaged in grossly negligent conduct beyond the course and scope of his or her employment. As a result, any employee who is charged with a traffic violation or incurs any other form of liability resulting from a violation of this policy will, to the extent allowed by applicable law, be solely responsible for any such liability.

Violations of this policy will be subject to disciplinary action, up to and including termination.

5. EMPLOYEE BENEFITS/LEAVES

5.1 Holidays

Non-exempt employees are not eligible for holiday pay. Exempt employees will receive their regularly scheduled pay during holidays and winter/spring breaks.

5.2 Vacation

Part-time employees, and temporary employees are not eligible for paid vacation. All other regular full-time employees (as defined in this handbook) will be eligible for vacation starting on the first day of employment. Eligible employees may be entitled to receive up to four (4) days of vacation each year (or 32 hours) on the first day of the school year. For any employee that begins work after the start of the school year, the employee will receive a prorated amount of vacation that will be proportional to the amount of time remaining in the school year. Vacation entitlement of any eligible employee may also be prorated for those employees that work less than a full school year. Vacation will not be earned during any unpaid leave of absence.

Unused vacation time will be paid out at the end of the school calendar year.

For both exempt and non-exempt employees, vacation time may be taken in minimum increments of one hour. If an exempt employee absents himself or herself from work for part or all of the workday, he or she may be required to use available unused vacation to make up for the partial day absence.

All employees must have supervisory approval before taking vacation, which must be requested at least ten business days in advance of the beginning of the anticipated vacation period. Vacations shall be scheduled in such a way as to provide adequate coverage of job responsibilities and staffing requirements. Although the School will attempt to accommodate vacation request to the greatest extent possible, there is not guarantee that any given vacation request will be granted, and the School reserves the right to deny a vacation request based on operational needs of the School. The School reserves the right to schedule vacation time for employees or to compensate employees for available, unused vacation time at any time in its sole discretion.

Employees who terminate their employment for any reason will be paid for any available but unused vacation time in accordance with this policy. Vacation time is paid at the employee's final rate of pay at the time of the employee's separation.

As with all of its policies and procedures, the School reserves the right to modify, alter, or otherwise amend this policy at its sole and absolute discretion to the extent allowed by law. Please consult Human Resources with questions regarding this policy.

5.3 Sick Leave

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

Eligible Employees

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

Permitted Use

Eligible employees may use their PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member.

For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

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

Allotment

Eligible employees will be allotted PSL days as follows:

- On July 1 of each school year, all eligible full-time employees will be allotted seven (7) PSL days (56 hours) (July 1-June 30).
- On July 1 each school year, all other eligible employees will be allotted four (4) PSL days (32 hours) (July 1-June 30).

If an employee is hired mid-year or if an employee is not actively employed on July 1 (e.g., because the employee is on a leave of absence), he or she will receive a prorated number of PSL days on his or her first day of employment for use during the remainder of the employee’s first school year of employment. Although pro-rated, any employee that is hired after the start of the school year will receive an allotment of at least three (3) days (24 hours) on his or her first day of employment.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 each year for the following calendar year. Employees may carry over up to 48 hours of unused PSL from the previous year.

Limits on Use

Eligible employees may use allotted PSL beginning on their first day of employment.

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

Notification

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

Termination

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

No Discrimination or Retaliation

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

5.4 Bereavement Leave

When the death of a member of a regular full-time employee's immediate family requires the employee to lose regularly scheduled work to attend a funeral, to make any necessary memorial arrangements, and/or travel to and from the funeral, two consecutive days paid time off will be granted. All other categories of employees are not entitled to paid bereavement leave. The School may request documentation (i.e., copy of the death certificate) to certify the need for such leave.

For the purposes of this policy, "immediate family members" include: mother, father, mother-in-law, father-in-law, persons who have raised the employee, spouse, registered domestic partner, child, grandmother, grandfather, sister, brother, or grandchild.

Bereavement leave as stated above must be approved by the employee's direct supervisor in advance and will not be charged to vacation. Under extenuating circumstances, employees who are not eligible for paid bereavement leave or eligible employees who wish to extend their paid bereavement leave beyond three days may request to do so in advance from their supervisors. In the event that the School approves such an advance request at its discretion, the absence or extended absence will be charged to the employee's vacation. If the employee does not accrue vacation or has used all his or her accrued vacation, the absence of extended absence will be without pay.

5.5 Family and Medical Leave

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

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

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

1. the birth of an employee's child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement of the child;
2. the care of the employee's spouse, child, parent, or registered domestic partner with a "serious health condition";
3. the "serious health condition" of the employee;
4. the care of the employee's spouse, child, parent, or next of kin who is a member of the Armed Forces, including a member of the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
5. any qualifying exigency as defined by the applicable regulations arising out of the fact that the employee's spouse, child, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

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

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

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

During a family and medical leave, group health benefits will be maintained as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

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

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

5.6 Pregnancy Disability Leave

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

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

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

Group health benefits will be maintained during the approved pregnancy disability leave as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

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

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

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

5.7 Unpaid Leave of Absence (Medical)

In an effort to comply with its duty to accommodate employees with qualifying disabilities, the School will provide leaves of absence without pay when an employee is temporarily unable to work due to a mental or physical disability, certified in writing by his or her health care provider, unless such leave would cause an undue hardship to the School. Approved absences of less than two weeks are not treated as medical leaves of absences but

rather as excused absences without pay. Employees granted unpaid medical leave have no right to guaranteed reinstatement.

Unless otherwise required by law, the School does not continue to pay premiums for health insurance coverage for employees on unpaid medical leave. However, if eligible, you may self-pay the premiums under the provisions of COBRA.

5.8 Discretionary Unpaid Leave of Absence (Non-Medical)

The School may grant a discretionary unpaid leave of absence of up to 30 days to employees in certain unusual circumstances. It is important to request any leave in writing as far in advance as possible, to keep in touch with your school leader and Human Resources during your leave, and to give prompt notice if there is any change in your return date. If your leave expires and you have not contacted your supervisor or the School, the School will assume that you do not plan to return and that you have voluntarily terminated your employment.

Unless otherwise required by law, the School does not continue to pay premiums for health insurance coverage for employees on discretionary unpaid leaves of absence. However, if eligible, you may self-pay the premiums under the provisions of COBRA.

5.9 Military Leave

All employees who leave the School for active military service or military reserve duty will be placed on an unpaid military leave of absence. Employees are entitled to reinstatement upon completion of such military service or duty, provided an application for reinstatement is made within 90 days of discharge, or as otherwise provided by law.

You may use accrued vacation time during military leave. Time spent on military leave counts for purposes of determining "length of service." However, you will not accrue vacation or sick leave during military leave.

5.10 Jury Duty/Witness Duty

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

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

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

5.11 Time Off for Voting

The School encourages its employees to fulfill their civic responsibilities by participating in elections. Because polls are open from 7:00 a.m. until 8:00 p.m., employees generally are able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their non-working hours and have not requested an absentee ballot, then the School will grant up to two hours of paid time off to vote.

Employees must request time off to vote from their supervisor at least two working days prior to the Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

Employees must submit a voter's receipt on the first working day following the election to qualify for paid time off.

5.12 Emergency Duty/Training Leave

In California, no employee shall receive discipline for taking time off to perform emergency duty/training as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. If you are participating in this kind of emergency duty/training, please alert your supervisor so that he or she may be aware of the fact that you may have to take unpaid time off for emergency duty/training. In the event that you need to take time off for emergency duty/training, please alert your supervisor before doing so whenever possible. Time off for emergency training may not exceed 14 days per calendar year.

Emergency Duty/Training Leave is unpaid. You may choose to use your accrued vacation if you wish to receive compensation for this time off, but you are not required to do so.

If you feel you have been treated unfairly as a result of taking or requesting Emergency Duty/Training Leave, you should contact your supervisor or any other manager, as appropriate.

5.13 Suspended Pupil/Child Leave

California law requires employers to provide time off for parents required to visit a child's school when the child has served a period of suspension from school. To be eligible for time off to attend a child's school, the employee must be the parent of a child in kindergarten or in grades 1-12 and must present the school's letter, which requests the employee's appearance at the school, to his or her supervisor at least two days before the requested time off. Employees may use accrued vacation while attending a child's school under these circumstances. If not, suspended pupil/child leave will be unpaid.

5.14 Leave for Crime Victims and Their Family Members

If you are the victim—or an immediate family member (i.e., spouse, registered domestic partner, child, step-child, sibling, step-sibling, parent, step-parent, or the child of a registered domestic partner) of the victim—of a violent felony, serious felony (as defined by the California Penal Code), or felonies related to theft or embezzlement, you are permitted to be absent from work to attend judicial proceedings related to the crime.

You must provide your supervisor with written notification for each scheduled proceeding, unless advance notice is not possible. This time off is unpaid. You may choose to use your accrued vacation, but this is not required.

5.15 Military Spouse Leave

Qualified employees are eligible for up to 10 days of unpaid leave when their spouse or registered domestic partner is on leave from military deployment. A qualified employee is one who regularly works more than 20 hours per week and whose spouse or registered domestic partner is a member of the Armed Forces, National Guard, or Reserves and is on leave from deployment during a period of military conflict.

If you are eligible for such leave, please submit a written request for leave to Human Resources within two business days of receiving official notice that your spouse or registered domestic partner will be on leave from deployment. You will also be required to provide written documentation certifying that your spouse or registered domestic partner will be on leave from deployment.

Non-exempt employees must use accrued vacation time in order to receive compensation for this time off. If no vacation time is available, the employee may take this time off without pay. An exempt employee is required to charge any absence of four or more hours under this policy to his or her vacation bank, if any. Otherwise, exempt employees will be compensated to the extent required by applicable law.

5.16 School and Daycare Leave

If you are the parent or guardian of a child who is in school up to grade 12, or who attends a licensed day care facility, you may take up to 40 hours of unpaid leave per year to participate in the activities of the school or day care facility, to find, enroll or reenroll your child in a school or with a licensed child care provider and/or to address a child care provider or school emergency. You may take no more than eight hours off for this purpose in any one calendar month. Unless it is to address an emergency, you should schedule this time off with your supervisor in advance. You may be asked to provide documentation from the school or day care facility to confirm your attendance at its facility for reasons covered under this policy on the specific date and time that you took the leave. This time off is unpaid. You may choose to use your accrued vacation, but this is not required.

5.17 Leave for Domestic Violence, Sexual Assault Victims and Stalking Victims

If you are a victim of domestic violence, sexual assault, or stalking, you may take unpaid time off to help ensure the health, safety, or welfare of you and/or that of your child. Specifically, you may take such leave for the following reasons:

- (a) To obtain a temporary or permanent restraining order or other court assistance;
- (b) To seek medical attention for injuries caused by domestic violence or sexual assault, or stalking;
- (c) To obtain services from a shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;
- (d) To obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking; or
- (e) To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking including temporary or permanent relocation.

If you need to take time off for any of the above reasons, you should notify your supervisor in advance, if possible. If your absence is unscheduled, you may be asked to provide documentation, such as a police report, court order, or other evidence that you appeared in court, or documentation from a counselor or domestic violence advocate. Although this leave is unpaid, you may use your accrued vacation or PSL, appropriate, if you wish to receive compensation for this time off.

You may also take unpaid time off to recover from domestic abuse, sexual assault, or stalking pursuant to the School's family and medical leave policy.

The School will engage in a timely, good faith and interactive process to provide reasonable accommodations for employees who are victims of domestic violence, sexual assault or stalking upon request in order to protect the safety of the employee while at work. Such reasonable accommodations may include implementation of safety measures including a transfer, reassignment, modified schedule, changed work telephone, changed work station, installed lock or safety procedures. The School may request certification from the employee requesting the accommodation that the employee is a victim of domestic violence, sexual assault or stalking. The School is not required to provide an accommodation which is an undue hardship on the School's business operations or that interferes with the School's obligation to provide a safe and healthful working environment for all employees.

The School does not tolerate any acts of discrimination, harassment, or retaliation against employees who are victims of domestic violence, sexual assault, or stalking. If you believe you have been the victim of any such act, please contact your supervisor, the Human Resources Department, or any another manager, as appropriate. The School will maintain the

confidentiality of requests for time off due to domestic violence, sexual assault, or stalking to the extent possible and as allowed by law.

Right to File a Complaint

If any employee believes that he or she has experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may file a complaint with his or her supervisor and/or the Labor Commissioner's Office.

For more information, contact the Labor Commissioner's Office or visit a local office by finding the nearest one on its website: www.dir.ca.gov/dlse/DistrictOffices.htm. The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

5.18 Adult Literacy Leave

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

5.19 Alcohol and Drug Rehabilitation Leave

Pursuant to California law, the School will reasonably accommodate any eligible employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program, provided that the accommodation does not impose an undue hardship on the School. The School does not provide paid time off for participation in an alcohol or drug rehabilitation program. However, you may utilize accrued vacation if you want compensation for this time off. If you do not have accrued vacation available, you will be permitted to take the time off without pay.

This policy in no way restricts the School's right to discipline an employee, up to and including termination of employment, for violation of the School's Drug and Alcohol Abuse Policy.

5.20 Civil Air Patrol Leave

Pursuant to California law, the School will provide unpaid leave to employees who are volunteer members of the California Wing of the Civil Air Patrol and who have been duly directed and authorized to respond to an emergency operational mission of the California Wing of the Civil Air Patrol. Employees must be employed for at least 90 days immediately preceding the commencement of leave in order to be eligible.

Employees are required to give the School as much notice as possible of the intended dates upon which the leave would begin and end. The School will restore the employee

to the position he or she held when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment, unless the employee is not restored because of conditions unrelated to the exercise of the leave rights by the employee. The time off is unpaid. However, an employee may utilize accrued vacation.

5.21 Leave for Bone Marrow and Organ Donors

Pursuant to California law, the School will provide up to five business days of paid leave within a one-year period to an employee who donates bone marrow to another person; the School will also provide up to 30 business days of paid leave within a one-year period to an employee who donates an organ to another person. The School requires that bone marrow donors use up to five days of available accrued sick or vacation time during the course of the leave. Organ donors must use up to ten days of available accrued sick or vacation time during the course of the leave.

To qualify for this leave, an employee must have been employed for at least 90 days prior to the commencement of the leave and must provide the School with written verification of his or her status as an organ or bone marrow donor and the medical necessity for the donation. During such leave, the School will continue coverage under its group medical insurance plan, if applicable. However, employees must continue to pay their portion of the applicable premiums. Employees should give the School as much notice as possible of the intended dates upon which the leave would begin and end.

6. INSURANCE BENEFITS

6.1 Medical Insurance

Eligible employees may participate in the School's medical insurance plan. Subject to applicable law, there is no guarantee that the School will continue to maintain a medical insurance plan or that the terms and conditions of any such plan will not be changed at any time. Further, in order to continue participation in any such plan, employees may be required to pay a part of the premium. Eligible dependents and spouses of the employee may be eligible to enroll in the medical insurance plan pursuant to the specific terms and conditions of the plan, which ultimately govern all aspects of the employee's eligibility for and participation in the plan.

An "eligible employee" and "an eligible dependent or spouse" are defined by applicable law, including, but not limited to, the Patient Protection and Affordable Care Act and applicable regulations. Please consult the plan documents or Human Resources if you have questions regarding your eligibility.

6.2 Disability Insurance

The School contributes to the State of California to provide you with disability insurance pursuant to the California Unemployment Insurance Code. Contributions are made through a payroll deduction. Disability insurance is payable when you cannot work because of

illness or injury not caused by employment with the School or when you are entitled to temporary workers' compensation at a rate less than the daily disability benefit amount. Specific rules and regulations governing disability are available from Human Resources.

6.3 Family Temporary Disability Insurance Benefits

Under California law, eligible employees may participate in the family temporary disability insurance ("FTDI") program, which is part of the state's unemployment compensation disability insurance program. The FTDI program provides up to six weeks of partial wage replacement benefits to employees who take time off to care for a seriously ill child, spouse, parent, or registered domestic partner or to bond with a new child. The FTDI program does not provide job protection or reinstatement rights.

The School will require you to take up to two weeks of accrued but unused vacation prior to your receipt of benefits under the FTDI program.

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

6.4 Unemployment Compensation

The School contributes a significant amount of money each year to the California Unemployment Insurance Fund on behalf of its employees. Under certain circumstances, you may be eligible for unemployment insurance benefits.

6.5 Workers' Compensation Insurance

At no cost to you, you are protected by the School's workers' compensation insurance policy while employed by the School. This policy covers you in case of occupational injury or illness.

**EMPLOYEE HANDBOOK ACKNOWLEDGMENT
AND AT-WILL AGREEMENT**

ALL EMPLOYEES MUST READ THIS EMPLOYEE HANDBOOK AND FILL OUT AND RETURN THIS PORTION TO HUMAN RESOURCES WITHIN ONE WEEK OF RECEIPT.

I have received a copy of the School's Employee Handbook. I understand that it is my responsibility to carefully read and understand its contents and I agree to follow the policies stated therein. I agree that the School and I both have the right to terminate my employment at any time, with or without notice, and with or without cause. I further understand that transfers, demotions, suspensions, employee discipline, and changes in the terms and conditions of employment may be administered at the sole and absolute discretion of the School. I understand that I am an at-will employee. I understand that these conditions of my employment may not be modified orally and may only be modified in a writing signed by the Executive Director of the School and me and approved by the Board of Directors.

I understand that nothing in the Handbook is intended, nor should be construed, as a limitation of my right and the School's right to terminate the employment relationship at any time, with or without notice, and with or without cause, or the School's absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. I understand that nothing in the Handbook is intended, nor should be construed, to create an implied or express contract of employment contrary to this express at-will agreement or to the School's absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. I understand that the School reserves the right to depart from and modify the policies stated in the Handbook at its sole discretion, with the exception of my at-will status and the School's absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment. The foregoing constitutes the entire terms of the agreement between me and the School regarding the duration and at-will nature of my employment and the School's absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion.

Date: _____

Signed: _____
Employee



CATLIN INSURANCE COMPANY, INC.

Home Statutory Office: 1330 Post Oak Boulevard, Suite 2325 – Houston, Texas 77056

Administrative Office: 3340 Peachtree Road N.E., Suite.2950 – Atlanta, GA 30326

2018

Pre-K – 12 Student Accident Insurance

APPLICANT INFORMATION

Applicant (Full Legal Name) Tracy Learning Center

Nature of Entity Charter School SIC Code _____

Street Address 51 East Beverly Place County San Joaquin

City Tracy, State CA Zip Code 95376

The Applicant agrees to the following terms:

- 1) The Applicant will promptly furnish any records or other information necessary to insure the proper administration of the insurance plans to the Underwriting Company. The Applicant further agrees to allow the Underwriting Company or its Administrator to examine all records that pertain to the insurance plan.
- 2) The consideration for the requested insurance is the Underwriting Company's acceptance of this application and the Applicant's payment of the required premium when due. Payment of the required premium after delivery of the policy acts as acceptance of the terms and conditions of the policy.

Requested Insurance	Requested/Effective Date
Coverage: Group Accident	
Underwriting Company: Catlin Insurance Company, Inc.	

Eligible Persons are all registered Students of the Policyholder. Policy Number to be assigned upon Policy Issuance

Mandatory Student Accident Insurance

(Selected and Paid By the Policyholder, 100% Student Participation)

For Plan Design, please refer to the enclosed Summary of Coverage and Schedule of Benefits
All Students are Covered for School-Time Coverage (Includes Day and Overnight Field Trips and Religious Services)

- Includes All Interscholastic Sports with Tackle Football
 Includes All Interscholastic Sports – No Tackle Football
 No Interscholastic Sports

Estimated No. of Eligible Day Students	Pre-K	K	1-8	9-12	Adult Night Classes
	70	99	639	578	

If your school is PreK – 8 Only: # of Students _____ X \$2.20 = _____ Premium Due

If your school if PreK – 12: # of Students 1,386 X \$2.60 = \$3,603.60 Premium Due

Rates are the same regardless if there are PreK students or not. Minimum Premium is \$500

Disclosures: Applicant's Acceptance of Terms

Any insurance provided pursuant to this Application shall be subject to all terms and conditions of the Policy issued. It is understood and agreed that only officers of the Company—not your insurance broker—are authorized to change, enlarge, vary or waive any requirements of the Policy. No such change, enlargement, variance or waiver shall be valid unless made a part of the Policy by amendment or other written agreement.

Applicant understands that no insurance shall take effect until all underwriting requirements of the Company have been met. It is further understood that any insurance provided shall take effect on the effective date approved by the Company, and that Applicant should not cancel any predecessor policy or plan until notified by the Company that this Application has been approved.

IMPORTANT NOTE: Any person who, knowing and with intent to defraud any insurance company or other person: 1) files an application for insurance or statement of claim containing any materially false information; or 2) conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act.

By signing below, you have requested accident coverage with Catlin Insurance Company, Inc. The Premium due is fully earned and nonrefundable on the Effective Date of coverage. Any new account with Total Premium Due of \$15,000 or more must have underwriter review/approval prior to acceptance and binding. All sections must be completed in full in order for the policy to be issued.

We hereby request student accident insurance from Catlin Insurance Company, Inc. We understand the insurance will be in force as of the Effective Date indicated above or the postmark date, whichever is later, if this request is accepted and required premium is received by the Company.

ACCEPTANCE

VIRGINIA STEWART
Type/Print Name of Applicant's Authorized Representative

EXECUTIVE DIRECTOR
Title

Virginia Stewart
Signature of Applicant's Authorized Representative

8/2/18
Date

209-229-0511
Telephone Number

vstewart@tracylc.net
Email Address

Accepted By: _____
(Signature and Title of Underwriting Company Representative) Date

Make Premium Check Payable to **Cypress Risk Management** and mail check with complete form to:
Cypress Risk Management
1601 E. 69th Street, Suite 209
Sioux Falls, SD 57108

Local/Regional Licensed Agency

Agency Name: Buckman-Mitchell, Inc.	Agent Name JoeAnna Todd
Address: 500 N Santa Fe	Phone: 559-635-3523
City, State, Zip Visalia, CA 93292	Email: joeanna@bminc.com
Signature <i>JoeAnna</i>	License Number: 0C40373

Workers' Compensation and Employers' Liability Business Insurance Policy



INFORMATION PAGE

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INSURER: The Hartford Casualty Insurance Company
ONE HARTFORD PLAZA HARTFORD CT 06155



NCCI Company Number: 14397
Company Code: 3

POLICY NUMBER: 57 WE LP3237
Previous Policy Number: 57 WE LP3237

Suffix	
LARS	RENEWAL
	9

- 1. **Named Insured and Mailing Address:** TRACY LEARNING CENTER
(No., Street, Town, State, Zip Code) 51 E BEVERLY PL
TRACY CA 95376

FEIN Number: 68-0479762
State Identification Number(s):

The Named Insured is: Corporation
Business of Named Insured: Elementary and Secondary Schools
Other workplaces not shown above: See Endorsement - WC990366

- 2. **Policy Period:** From 08/03/18 To 08/03/19 ANNUAL
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: [Redacted]

Producer's Code: [Redacted]
Issuing Office: THE HARTFORD BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251
(877) 853-2582

Total Estimated Annual Premium: \$69,256
Deposit Premium:
Policy Minimum Premium: \$600 CA

Audit Period: ANNUAL **Installment Term:** Ten Pay (25%Down+9@8.33%)
The policy is not binding unless countersigned by our authorized representative.

Countersigned by Susan S. Castaneda 07/25/18
Authorized Representative Date

3. A. Workers Compensation Insurance: Part one of the policy applies to the Workers Compensation Law of the states listed here: CA

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily injury by Accident	\$1,000,000	each accident
Bodily injury by Disease	\$1,000,000	policy limit
Bodily injury by Disease	\$1,000,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT NORTH DAKOTA, OHIO, WASHINGTON, WYOMING, U.S.TERRITORIES AND STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

D. This policy includes these endorsements and schedule:

SEE ENDORSEMENT-WC 99 03 68

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications Code Number and Description	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
Total Standard Premium			\$67,091
Premium Discount			-\$2,147
Expense Constant			\$200
Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement			\$1,472
Estimated Annual Premium (before Surcharges)			\$66,616
Total Estimated Surcharges			\$2,640

*See the attached Schedule(s) of Operations for Location and State Level Premium Information

Total Estimated Annual Premium:	\$69,256
Deposit Premium:	
Policy Minimum Premium:	\$600 CA

Interstate/Intrastate Identification Number: Refer to Schedule of Operations

Labor Contractors Policy Number:

**NAICS: 611110
SIC: 8211**



EXTENSION OF THE INFORMATION PAGE - ITEM 1 - OTHER WORKPLACES

Policy Number: 57 WE LP3237

Endorsement Number:

Effective Date: 08/03/18

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: TRACY LEARNING CENTER

51 E BEVERLY PL

TRACY CA 95376

Item 1 of the Information Page is completed to include other workplaces of the named insured:

51 E BEVERLY PL, TRACY, CA 95376-3191

238 E GRANT LINE RD, TRACY, CA 95376

SCHEDULE OF OPERATIONS



This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

INSURER: THE HARTFORD CASUALTY INSURANCE COMPANY

Company Code: 3

Policy Number: 57 WE LP3237

Schedule Number: 01-04-01

Effective Date: 08/03/18 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Location Address of operations covered by this schedule:

TRACY LEARNING CENTER

51 E BEVERLY PL

TRACY CA 95376

NAICS: 611110

SIC: 8211

NO. OF EMPL: 123

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications Code Number and Description	Premium Basis		
	Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
8875 MUNICIPAL, STATE OR PUBLIC AGENCIES: PUBLIC COLLEGES OR SCHOOLS - ALL EMPLOYEES - INCLUDING CAFETERIA, CLERICAL OFFICE EMPLOYEES AND MESSENGERS	7,147,276.00	1.6700	119,360

Countersigned by _____

Authorized Representative

SCHEDULE OF OPERATIONS



This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

INSURER: THE HARTFORD CASUALTY INSURANCE COMPANY

Company Code: 3

Policy Number: 57 WE LP3237

Schedule Number: 01-04-02

Effective Date: 08/03/18 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Location Address of operations covered by this schedule:

TRACY LEARNING CENTER
238 E GRANT LINE RD
TRACY CA 95376

NAICS: 611110
SIC: 8211

NO. OF EMPL: 7

FEIN: 68-0479762

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications Code Number and Description	Premium Basis		
	Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
8875 MUNICIPAL, STATE OR PUBLIC AGENCIES: PUBLIC COLLEGES OR SCHOOLS - ALL EMPLOYEES - INCLUDING CAFETERIA, CLERICAL OFFICE EMPLOYEES AND MESSENGERS	214,700.00	1.6700	3,585

Total State Summary

Total Class Premium			122,945
CA Territorial Differential		1.0700	8,606
Experience modifier		0.6000	-52,620
Schedule Rating Factor		0.8500	-11,840
Total Estimated Annual Standard Premium			67,091
Premium discount		0.0320	-2,147
Expense constant			200
Terrorism Risk Insurance Program Reauthorization Act	7,361,976.00	0.0200	1,472
Disclosure Endorsement			
CA User Fund		0.8146	543
CA Fraud		0.2550	170
CA Uninsured Employers Benefit Trust Fund		0.0573	38
CA Subsequent Injuries Benefit Trust Fund Assessments		0.3559	237
CA Occupational Safety & Health Fund		0.2655	177
CA Labor Enforcement & Compliance Fund		0.2150	143
CA Guarantee Fund Assessment		2	1,332
Total Estimated Annual Premium			69,256

Countersigned by _____

Authorized Representative



EXTENSION OF THE INFORMATION PAGE - ITEM 3.D - ENDORSEMENTS

Policy Number: 57 WE LP3237

Endorsement Number:

Effective Date: 08/03/18

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: TRACY LEARNING CENTER

51 E BEVERLY PL

TRACY CA 95376

Item 3.D. of the Information Page is completed to include the following endorsements:

WC990366

EXTENSION OF THE INFORMATION PAGE - ITEM 1 - OTHER WORKPLACES

WC990368

EXTENSION OF THE INFORMATION PAGE - ITEM 3.D. - ENDORSEMENTS

WC990375

CALIFORNIA INSTALLMENT FEE DISCLOSURE ENDORSEMENT

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY QUICK REFERENCE

Beginning
on Page

Beginning
on Page

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IMPORTANT: This Quick Reference is **not** part of the Workers Compensation and Employers Liability Policy and does **not** provide coverage. Refer to the Workers Compensation and Employers Liability Policy itself for actual contractual provisions.

PLEASE READ THE WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY CAREFULLY.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION

A. The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who Is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease

law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

PART ONE - WORKERS COMPENSATION INSURANCE

A. How This Insurance Applies

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;

2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury.

You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the workers compensation law that apply to:
 - a. benefits payable by this insurance;
 - b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO - EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.

2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last

exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;
2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada.

This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;

7. 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;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Noappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901-944) any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE - OTHER STATES INSURANCE

A. How This Insurance Applies

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were

listed in Item 3.A. of the Information Page.

3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the

Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR - YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE - PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis.

This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. All your officers and employees engaged in work covered by this policy; and

2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is cancelled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

PART SIX - CONDITIONS

A. Inspection

We have the right, but are not obligated to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with that law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY AMENDATORY ENDORSEMENT - CALIFORNIA

Policy Number: 57 WE LP3237

Endorsement Number:

Effective Date: 08/03/18

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: TRACY LEARNING CENTER

51 E BEVERLY PL

TRACY CA 95376

It is agreed that, anything in the policy to the contrary notwithstanding, such insurance as is afforded by this policy by reason of the designation of California in Item 3 of the Information Page is subject to the following provisions:

1. **Minors Illegally Employed - Not Insured.** This policy does not cover liability for additional compensation imposed on you under Section 4557, Division IV, Labor Code of the State of California, by reason of injury to an employee under sixteen years of age and illegally employed at the time of injury.
2. **Punitive or Exemplary Damages - Uninsurable.** This policy does not cover punitive or exemplary damages where insurance of liability therefor is prohibited by law or contrary to public policy.
3. **Increase in Indemnity Payment - Reimbursement.** You are obligated to reimburse us for the amount of increase in indemnity payments made pursuant to Subdivision (d) of Section 4650 of the California Labor Code, if the late indemnity payment which gives rise to the increase in the amount of payment is due less than seven (7) days after we receive the completed claim form from you. You are obligated to reimburse us for any increase in indemnity payments not covered under this policy

and will reimburse us for any increase in indemnity payment not covered under the policy when the aggregate total amount of the reimbursement payments paid in a policy year exceeds one hundred dollars (\$100).

If we notify you in writing, within 30 days of the payment, that you are obligated to reimburse us, we will bill you for the amount of increase in indemnity payment and collect it no later than the final audit. You will have 60 days, following notice of the obligation to reimburse, to appeal the decision of the insurer to the Department of Insurance.

4. **Application of Policy.** Part One, "Workers Compensation Insurance", A, "How This Insurance Applies", is amended to read as follows:

This workers compensation insurance applies to bodily injury by accident or disease, including death resulting therefrom. Bodily injury by accident must occur during the policy period. Bodily injury by disease must be caused or aggravated by the conditions of your employment. Your employee's exposure to those conditions causing or aggravating such bodily injury by disease must occur during the policy period.

5. **Rate Changes.** The premium and rates with respect to the insurance provided by this policy by reason of the designation of California in

Item 3 of the Information Page are subject to change if ordered by the Insurance Commissioner of the State of California pursuant to Section 11737 of the California Insurance Code.

6. **Long Term Policy.** If this policy is written for a period longer than one year, all the provisions of this policy shall apply separately to each consecutive twelve-month period or, if the first or last consecutive period is less than twelve months, to such period of less than twelve months, in the same manner as if a separate policy had been written for each consecutive period.
7. **Statutory Provision.** Your employee has a first lien upon any amount which becomes owing to you by us on account of this policy, and in the case of your legal incapacity or inability to receive the money and pay it to the claimant, we will pay it directly to the claimant.
8. Part Five, "Premium", E, "Final Premium", is amended to read as follows:

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work

covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

- a. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
- b. If you cancel, final premium may be more than pro rata; it will be based on the time this policy was in force, and may be increased by our short-rate cancellation table and procedure. Final premium will not be less than the pro rata share of the minimum premium.

It is further agreed that this policy, including all endorsements forming a part thereof, constitutes the entire contract of insurance. No condition, provision, agreement, or understanding not set forth in this policy or such endorsements shall affect such contract or any rights, duties, or privileges arising therefrom.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA INSTALLMENT FEE DISCLOSURE ENDORSEMENT

Policy Number: 57 WE LP3237

Endorsement Number:

Effective Date: 08/03/18

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: TRACY LEARNING CENTER

51 E BEVERLY PL
TRACY CA 95376

This endorsement applies only to the insurance provided because California is shown in Item 3.A. of the Information Page.

A service fee of \$7.00 is charged for each installment

when your premium is paid in installments. The service fee is \$5.00 per withdrawal when you select an electronic fund transfer payment plan. The service fee will be added to the premium amount shown on your premium billing statement.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMIUM DISCOUNT ENDORSEMENT

Policy Number: 57 WE LP3237

Endorsement Number:

Effective Date: 08/03/18

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: TRACY LEARNING CENTER
51 E BEVERLY PL
TRACY CA 95376

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Item 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

SCHEDULE

1. Table of States

Table with 4 columns of state names: Alabama, Arkansas, California (marked with X), Colorado, Connecticut, Delaware, District of Columbia, Georgia, Hawaii, Illinois, Kansas, Kentucky, Louisiana, Maine, Maryland, Michigan, Mississippi, Missouri, Montana, Nebraska, New Hampshire, New Mexico, New York, North Carolina, Oklahoma, Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, West Virginia, Wyoming.

or any other State that has approved the premium discount plan applicable to the total policy premium on an interstate basis at the effective date of the policy.

- 2. Average percentage discount: 0.0320 %
3. Other policies:
4. If there are no entries in Items 1, 2 and 3 of the Schedule, see the Premium Discount Endorsement attached to your policy number:

Countersigned by _____ Authorized Representative



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA SHORT-RATE CANCELATION ENDORSEMENT

Policy Number: 57 WE LP3237

Endorsement Number:

Effective Date: 08/03/18

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: TRACY LEARNING CENTER

51 E BEVERLY PL
TRACY CA 95376

It is agreed that, anything in the policy to the contrary notwithstanding, such insurance as is afforded by this policy by reason of the designation of California in Item 3 of the Information Page is subject to the following provisions:

If you cancel the policy and a disclosure was provided in accordance with Section 481(c) of the California Insurance Code, final premium will be based on the time this policy was in force and increased by the short-rate cancellation table below:

Extended Number of Days	Percent of Full Policy Premium	Extended Number of Days	Percent of Full Policy Premium	Extended Number of Days	Percent of Full Policy Premium
1	5%	95-98	37%	219-223	69%
2	6%	99-102	38%	224-228	70%
3-4	7%	103-105	39%	229-232	71%
5-6	8%	106-109	40%	233-237	72%
7-8	9%	110-113	41%	238-241	73%
9-10	10%	114-116	42%	242-246 (8 mos.)	74%
11-12	11%	117-120	43%	247-250	75%
13-14	12%	121-124 (4 mos.)	44%	251-255	76%
15-16	13%	125-127	45%	256-260	77%
17-18	14%	128-131	46%	261-264	78%
19-20	15%	132-135	47%	265-269	79%
21-22	16%	136-138	48%	270-273 (9 mos.)	80%
23-25	17%	139-142	49%	274-278	81%
26-29	18%	143-146	50%	279-282	82%
30-32 (1 mo.)	19%	147-149	51%	283-287	83%
33-36	20%	150-153 (5 mos.)	52%	288-291	84%
37-40	21%	154-156	53%	292-296	85%
41-43	22%	157-160	54%	297-301	86%
44-47	23%	161-164	55%	302-305 (10 mos.)	87%
48-51	24%	165-167	56%	306-310	88%
52-54	25%	168-171	57%	311-314	89%
55-58	26%	172-175	58%	315-319	90%
59-62 (2 mos.)	27%	176-178	59%	320-323	91%
63-65	28%	179-182 (6 mos.)	60%	324-328	92%
66-69	29%	183-187	61%	329-332	93%
70-73	30%	188-191	62%	333-337 (11 mos.)	94%
74-76	31%	192-196	63%	338-342	95%
77-80	32%	197-200	64%	343-346	96%
81-83	33%	201-205	65%	347-351	97%
84-87	34%	206-209	66%	352-355	98%
88-91 (3 mos.)	35%	210-214 (7 mos.)	67%	356-360	99%
92-94	36%	215-218	68%	361-365 (12 mos.)	100%



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CANCELLATION ENDORSEMENT

Policy Number: 57 WE LP3237

Endorsement Number:

Effective Date: 08/03/18

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: TRACY LEARNING CENTER
51 E BEVERLY PL
TRACY CA 95376

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

The cancellation condition in Part Six (Conditions) of the policy is replaced by these conditions:

Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy for one or more of the following reasons:
 - a. Non-payment of premium;
 - b. Failure to report payroll;
 - c. Failure to permit us to audit payroll as required by the terms of this policy or of a previous policy issued by us;
 - d. Failure to pay any additional premium resulting from an audit of payroll required by the terms of this policy or any previous policy issued by us;
 - e. Material misrepresentation made by you or your agent;
 - f. Failure to cooperate with us in the investigation of a claim;
 - g. Failure to comply with Federal or State safety orders;
 - h. Failure to comply with written recommendations of our designated loss control representatives;

- i. The occurrence of a material change in the ownership of your business;
 - j. The occurrence of any change in your business or operations that materially increases the hazard for frequency or severity of loss;
 - k. The occurrence of any change in your business or operation that requires additional or different classification for premium calculation;
 - l. The occurrence of any change in your business or operation which contemplates an activity excluded by our reinsurance treaties.
3. If we cancel your policy for any of the reasons listed in (a) through (f), we will give you 10 days advance written notice, stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice. If we cancel your policy for any of the reasons listed in Item (g) through (l), we will give you 30 days advance written notice; however, we agree that in the event of cancellation and reissuance of a policy effective upon a material change in ownership or operations, notice will not be provided.
 4. The policy period will end on the day and hour stated in the cancellation notice.

Countersigned by: _____

Authorized Representative



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KNOWLEDGE OF OCCURRENCE ENDORSEMENT

Policy Number: 57 WE LP3237

Endorsement Number:

Effective Date: 08/03/18

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: TRACY LEARNING CENTER
51 E BEVERLY PL
TRACY CA 95376

It is agreed that knowledge of an occurrence by the agent, servant, or employee of the insured shall not, in itself, constitute knowledge to the insured unless an executive officer of the insured corporation or other persons employed in a managerial capacity shall have received such notice.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EMPLOYERS' LIABILITY COVERAGE AMENDATORY
ENDORSEMENT - CALIFORNIA**

Policy Number: 57 WE LP3237

Endorsement Number:

Effective Date: 08/03/18

Effective hour is the same as stated on the information Page of the policy.

Named Insured and Address: TRACY LEARNING CENTER

51 E BEVERLY PL
TRACY CA 95376

The insurance afforded by Part Two (Employers' Liability Insurance) by reason of designation of California in Item 3 of the Information Page is subject to the following provisions:

A. "How This Insurance Applies," is amended to read as follows:

A. How This Insurance Applies

This employers' liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury means a physical injury, including resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in California.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

C. The "Exclusions" section is modified as follows (all other exclusions in the "Exclusions" section remain as is):

1. Exclusion 1 is amended to read as follows:
 1. liability assumed under a contract.
2. Exclusion 2 is deleted.
3. Exclusion 7 is amended to read as follows:
 7. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, termination of employment, or any personnel practices, policies, acts or omissions.
4. The following exclusions are added:
 1. bodily injury to any member of the flying crew of any aircraft.
 2. bodily injury to an employee when you are deprived of statutory or common law defenses or are subject to penalty because of your failure to secure your obligations under the workers' compensation law(s) applicable to you or otherwise fail to comply with that law.
 3. liability arising from California Labor Code Section 2810.3 which relates to labor contracting.

Countersigned by _____

Authorized Representative



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OPTIONAL PREMIUM INCREASE ENDORSEMENT - CALIFORNIA

Policy Number: 57 WE LP3237

Effective Date: 08/03/18

Named Insured and Address: TRACY LEARNING CENTER

51 E BEVERLY PL

TRACY CA 95376

Endorsement Number:

Effective hour is the same as stated on the Information Page of the policy.

You must provide us, or our authorized representative, access to records necessary to perform a payroll verification audit. If you fail to provide access within 90 days after expiration of the policy, you are liable to pay a total premium equal to 3 times our current estimate of the annual premium for your policy. In addition, if you fail to provide access after our third request within a 90 day or longer period, you are also liable for our costs in attempting to perform the audit unless you provide a compelling business reason for your failure.

We will contact you to schedule appointments during normal business hours.

We will notify you of your failure to provide access by mailing a certified, return-receipt document stating the increased premium and the total amount of our costs incurred in our attempt(s) to perform an audit. In addition to any other obligations under this contract, 30 days after you receive the notification, you will be obligated to pay the total premium and costs referenced above. If, thereafter, you provide access to your records within three years after the policy expires, or within another mutually agreed upon time, and we succeed in performing the audit to our satisfaction, we will revise your total premium and the costs due to reflect the results of the audit.



EXTENSION OF THE INFORMATION PAGE - ITEM 3.D - ENDORSEMENTS

Policy Number: 57 WE LP3237

Endorsement Number:

Effective Date: 08/03/18

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: TRACY LEARNING CENTER

51 E BEVERLY PL

TRACY CA 95376

Item 3.D. of the Information Page is completed to include the following endorsements:

WC000000C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC000001A.1	INFORMATION PAGE
WC000001A.2	INFORMATION PAGE
WC000406	Premium Discount Endorsement
WC000422B	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT
WC040301BB	POLICY AMENDATORY ENDORSEMENT - CALIFORNIA
WC040360B	EMPLOYERS LIABILITY COVERAGE AMENDATORY ENDORSEMENT - CALIFORNIA
WC040421	OPTIONAL PREMIUM INCREASE ENDORSEMENT - CALIFORNIA
WC040422	CALIFORNIA SHORT-RATE CANCELLATION ENDORSEMENT
WC040601A	CALIFORNIA CANCELLATION ENDORSEMENT
WC550011D	Employees Claim for Workers compensation Benefits
WC880400I	Notice to Employees - Injuries Caused By Work (TITLE IN SPANISH)
WC880401I	Notice to Employees - Injuries Caused By Work
WC990001I	Signature/ Copyright
WC990002	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY BUSINESS INSURANCE POLICY
WC990005	SCHEDULE OF OPERATIONS
WC990352A	KNOWLEDGE OF OCCURRENCE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

Policy Number: 57 WE LP3237

Effective Date: 08/03/18

Named Insured and Address: TRACY LEARNING CENTER
51 E BEVERLY PL
TRACY CA 95376

Endorsement Number:

Effective hour is the same as stated on the Information Page of the policy.

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
 - a. \$100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
 - b. \$120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
 - c. \$140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.

- d. \$160,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.
- e. \$180,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
- f. \$200,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.

2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

Schedule

State	Rate	Premium
See Attached Schedule		



POLICY ADJUSTMENT NOTICE

The premium we charged for your enclosed Hartford policy was based, in part, on estimates and assumptions related to items such as payroll, sales revenue, and the nature of business operations for the policy period shown. When your coverage period expires, a premium audit will be conducted to ensure the premium you paid for your insurance was accurate. In order to complete the premium audit, when your policy coverage period expires you may receive, via e-mail or US Postal mail, a request to complete an "Insured's Report of Exposure" Form. Alternatively, you may receive notice that a Premium Audit representative will be contacting you to review your records and discuss your business operations over the phone or in person. The purpose of the statement, phone call or visit is for the Premium Audit Department to collect the information required to ensure that the premium you paid for your coverage was accurate.

Once the audit is complete, you will receive a Statement of Premium Adjustment which will reflect the amount of your policy auditable premium, and will indicate whether you are owed a refund or if additional premium is due for the policy period shown.

If we owe you a return premium, The Hartford will apply the refund amount to any current account balance. If your account is paid in full, or if your refund amount is greater than the current account balance, we will issue you a refund check. You can expect to receive this check within the next **30** days.

If you owe us an additional premium, the **entire amount** will appear as due and payable on your next bill. This amount will appear as "Premium Audit" on your bill.

If you have any questions regarding the Premium Audit process, please call your insurance agent.

Thank you for doing business with The Hartford.



PRODUCER COMPENSATION NOTICE

You can review and obtain information on The Hartford's producer compensation practices at www.TheHartford.com or at 1-800-592-5717.



POLICYHOLDER NOTICE YOUR RIGHT TO RATING AND DIVIDEND INFORMATION

I. Information Available to You

A. Information Available from Us - The Hartford Casualty Insurance Com

- (1) General questions regarding your policy should be directed to **your Hartford Agent or**

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251
Telephone: (877) 853-2582
www.thehartford.com

- (2) **Dividend Calculation.** If this is a participating policy (a policy on which a dividend may be paid), upon payment or non-payment of a dividend, we shall provide a written explanation to you that sets forth the basis of the dividend calculation. The explanation will be in clear, understandable language and will express the dividend as a dollar amount and as a percentage of the earned premium for the policy year on which the dividend is calculated.

- (3) **Claims Information.** Pursuant to Sections 3761 and 3762 of the California Labor Code, you are entitled to receive information in our claim files that affects your premium. Copies of documents will be supplied at your expense during reasonable business hours.

For claims covered under this policy, we will estimate the ultimate cost of unsettled claims for statistical purposes eighteen months after the policy becomes effective and will report those estimates to the Workers' Compensation Insurance Rating Bureau of California (WCIRB) no later than twenty months after the policy becomes effective. The cost of any settled claims will also be reported at that time. At twelve-month intervals thereafter, we will update and report to the WCIRB the estimated cost of any unsettled claims and the actual final cost of any claims settled in the interim. The amounts we report will be used by the WCIRB to compute your experience modification if you are eligible for experience rating.

B. Information Available from the Workers' Compensation Insurance Rating Bureau of California

- (1) The WCIRB is a licensed rating organization and the California Insurance Commissioner's designated statistical agent. As such, the WCIRB is responsible for administering the *California Workers' Compensation Uniform Statistical Reporting Plan—1995* (USRP) and the *California Workers' Compensation Experience Rating Plan—1995* (ERP). Contact information for the WCIRB is: WCIRB, 1221 Broadway, Suite 900, Oakland, California 94612, Attention: Customer Service. You may also contact WCIRB Customer Service at 1-888-229-2472, by fax at 415-778-7272, or via the Internet at the WCIRB's website: <http://www.wcirb.com>. The regulations contained in the USRP and the ERP are available for public viewing through the WCIRB's website.
- (2) **Policyholder Information.** Pursuant to California Insurance Code (CIC) Section 11752.6, upon written request, you are entitled to information relating to loss experience, claims, classification assignments, and policy contracts as well as rating plans, rating systems, manual rules, or other information impacting your premium that is maintained in the records of the WCIRB. Complaints and Requests for Action requesting policyholder information should be forwarded to: WCIRB, 1221 Broadway, Suite 900, Oakland, California 94612, Attention: Custodian of Records. The Custodian of Records can be reached by telephone at 415-777-0777 and by fax at 415-778-7272.

- (3) **Experience Rating Form.** Each experience rated risk may receive a single copy of its current Experience Rating Form free of charge by completing a Policyholder Rate Sheet Request Form on the WCIRB's website at <http://www.wcirb.com/ratesheet>. The Experience Rating Form will include a Loss-Free Rating, which is the experience modification that would have been calculated if \$0 (zero) actual losses were incurred during the experience period. This hypothetical rating calculation is provided for informational purposes only.

II. Dispute Process

You may dispute our actions or the actions of the WCIRB pursuant to CIC Sections 11737 and 11753.1.

A. Our Dispute Resolution Process.

You may send us a written Complaint and Request for Action requesting that we reconsider a change in a classification assignment that results in an increased premium and/or requesting that we review the manner in which our rating system has been applied in connection with the insurance afforded or offered you. Written Complaints and Requests for Action should be forwarded to:

The Hartford Casualty Insurance Company
One Pointe Drive, Suite 200, Brea, CA 92821; Telephone (714) 674-1200; Fax (714) 674-1477.

After you send your Complaint and Request for Action, we have 30 days to send you a written notice indicating whether or not your written request will be reviewed. If we agree to review your request, we must conduct the review and issue a decision granting or rejecting your request within 60 days after sending you the written notice granting review. If we decline to review your request, if you are dissatisfied with the decision upon review, or if we fail to grant or reject your request or issue a decision upon review, you may appeal to the insurance commissioner as described in paragraph II.C., below.

- B. **Disputing the Actions of the WCIRB.** If you have been aggrieved by any decision, action, or omission to act of the WCIRB, you may request, in writing, that the WCIRB reconsider its decision, action, or omission to act. You may also request, in writing, that the WCIRB review the manner in which its rating system has been applied in connection with the insurance afforded or offered you. For requests related to classification disputes, the reporting of experience, or coverage issues, your initial request for review must be received by the WCIRB within 12 months after the expiration date of the policy to which the request for review pertains, except if the request involves the application of the Revision of Losses rule. For requests related to your experience modification, your initial request for review must be received by the WCIRB within 6 months after the issuance, or 12 months after the expiration date, of the experience modification to which the request for review pertains, whichever is later, except if the request for review involves the application of the Revision of Losses rule. If the request involves the Revision of Losses rule, the time to state your appeal may be longer. (See Section VI, Rule 14 of the ERP).

You may commence the review process by sending the WCIRB a written Inquiry. Written Inquiries should be sent to: WCIRB, 1221 Broadway, Suite 900, Oakland, California 94612, Attention: Customer Service. Customer Service can be reached by telephone at 1-888-229-2472, and by fax at 415-778-7272

If you are dissatisfied with the WCIRB's decision upon an Inquiry, or if the WCIRB fails to respond within 90 days after receipt of the Inquiry, you may pursue the subject of the Inquiry by sending the WCIRB a written Complaint and Request for Action. After you send your Complaint and Request for Action, the WCIRB has 30 days to send you written notice indicating whether or not your written request will be reviewed. If the WCIRB agrees to review your request, it must conduct the review and issue a decision granting or rejecting your request within 60 days after sending you the written notice granting review. If the WCIRB declines to review your request, if you are dissatisfied with the decision upon review, or if the WCIRB fails to grant or reject your request or issue a decision upon review, you may appeal to the insurance commissioner as described in paragraph II.C., below. Written Complaints and Requests for Action should be forwarded to: WCIRB, 1221 Broadway, Suite 900, Oakland, California 94612, Attention: Complaints and Reconsiderations. The WCIRB's telephone number is 1-888-229-2472, and the fax number is 415-371-5204.

- C. **California Department of Insurance – Appeals to the Insurance Commissioner.** If, after you follow the appropriate dispute resolution process described above, we or the WCIRB decline to review your request, if you are dissatisfied with the decision upon review, or if we or the WCIRB fail to grant or reject your request or issue a decision upon review, you may appeal to the insurance commissioner pursuant to CIC Sections 11737, 11752.6, 11753.1 and Title 10, California Code of Regulations, Sections 2509.40 et seq. You must file your appeal within 30 days after we or the WCIRB send you the notice rejecting review of your Complaint and Request for Action or the decision upon your Complaint and Request for Action. If no written decision regarding your Complaint and Request for Action is sent, your appeal must be filed within 120 days after you sent your Complaint and Request for Action to us or to the WCIRB. The filing address for all appeals to the insurance commissioner is:

Administrative Hearing Bureau
California Department of Insurance
45 Fremont Street, 22nd Floor
San Francisco, California 94105

You have the right to a hearing before the insurance commissioner, and our action, or the action of the WCIRB, may be affirmed, modified, or reversed.

III. Resources Available to You in Obtaining Information and Pursuing Disputes

- A. **Policyholder Ombudsman.** Pursuant to California Insurance Code Section 11752.6, a policyholder ombudsman is available at the WCIRB to assist you in obtaining and evaluating the rating, policy, and claims information referenced in I.A. and I.B., above. The ombudsman may advise you on any dispute with us, the WCIRB, or on an appeal to the insurance commissioner pursuant to Section 11737 of the Insurance Code. The address of the policyholder ombudsman is WCIRB, 1221 Broadway, Suite 900, Oakland, California 94612, Attention: Policyholder Ombudsman. The policyholder ombudsman can be reached by telephone at 415-778-7159 and by fax at 415-371-5288.
- B. **California Department of Insurance - Information and Assistance.** Information and assistance on policy questions can be obtained from the Department of Insurance Consumer HOTLINE, 1-800-927-HELP (4357) or <http://www.insurance.ca.gov>. For questions and correspondence regarding appeals to the Administrative Hearing Bureau, see the contact information in paragraph II.C.

This notice does not change the policy to which it is attached.



POLICYHOLDER NOTICE

CALIFORNIA WORKERS' COMPENSATION INSURANCE RATING LAWS

Pursuant to Section 11752.8 of the California Insurance Code, we are providing you with an explanation of the California workers' compensation rating laws.

1. We establish our own rates for workers' compensation. Our rates, rating plans, and related information are filed with the insurance commissioner and are open for public inspection.
2. The insurance commissioner can disapprove our rates, rating plans, or classifications only if he or she has determined after public hearing that our rates might jeopardize our ability to pay claims or create a monopoly in the market. A monopoly is defined by law as a market where one insurer writes 20% or more of that part of the California workers' compensation insurance that is not written by the State Compensation Insurance Fund. If the insurance commissioner disapproves our rates, rating plans, or classifications, he or she may order an increase in the rates applicable to outstanding policies.
3. Rating organizations may develop pure premium rates that are subject to the insurance commissioner's approval. A pure premium rate reflects the anticipated cost and expenses of claims per \$100 of payroll for a given classification. Pure premium rates are advisory only, as we are not required to use the pure premium rates developed by any rating organization in establishing our own rates.
4. We must adhere to a single, uniform experience rating plan. If you are eligible for experience rating under the plan, we will be required to adjust your premium to reflect your claim history. A better claim history generally results in a lower experience rating modification; more claims, or more expensive claims, generally result in a higher experience rating modification. The uniform experience rating plan, which is developed by the insurance rating organization designated by the insurance commissioner, is subject to approval by the insurance commissioner.
5. A standard classification system, developed by the insurance rating organization designated by the insurance commissioner, is subject to approval by the insurance commissioner. The standard classification system is a method of recognizing and separating policyholders into industry or occupational groups according to their similarities and/or differences. We can adopt and apply the standard classification system or develop and apply our own classification system, provided we can report the payroll, expenses, and other costs of claims in a way that is consistent with the uniform statistical plan or the standard classification system.
6. Our rates and classifications may not violate the Unruh Civil Rights Act or be unfairly discriminatory.
7. We will provide an appeal process for you to appeal the way we rate your insurance policy. The process requires us to respond to your written appeal within 30 days. If you are not satisfied with the result of your appeal, you may appeal our decision to the insurance commissioner.

CALIFORNIA WORKERS' COMPENSATION INSURANCE NOTICE OF NONRENEWAL

Section 11664 of the California Insurance Code requires us, in most instances, to provide you with a notice of nonrenewal. Except as specified in paragraphs 1 through 6 below, if we elect to nonrenew your policy, we are required to deliver or mail to you a written notice stating the reason or reasons for the nonrenewal of the policy. The notice is required to be sent to you no earlier than 120 days before the end of the policy period and no later than 30 days before the end of the policy period. If we fail to provide you the required notice, we are required to continue the coverage under the policy with no change in the premium rate until 60 days after we provide you with the required notice.

We are not required to provide you with a notice of nonrenewal in any of the following situations:

1. Your policy was transferred or renewed without a change in its terms or conditions or the rate on which the premium is based to another insurer or other insurers who are members of the same insurance group as us.
2. The policy was extended for 90 days or less and the required notice was given prior to the extension.
3. You obtained replacement coverage or agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.

4. The policy is for a period of no more than 60 days and you were notified at the time of issuance that it may not be renewed.
5. You requested a change in the terms or conditions or risks covered by the policy within 60 days prior to the end of the policy period.
6. We made a written offer to you to renew the policy at a premium rate increase of less than 25 percent.

(A) If the premium rate in your governing classification is to be increased 25 percent or greater and we intend to renew the policy, we shall provide a written notice of a renewal offer not less than 30 days prior to the policy renewal date. The governing classification shall be determined by the rules and regulations established in accordance with California Insurance Code 11750.3(c).

(B) For purposes of this Notice, "premium rate" means the cost of insurance per unit of exposure prior to the application of individual risk variations based on loss or expense considerations such as scheduled rating and experience rating.

This notice does not change the policy to which it is attached.



POLICYHOLDER NOTICE

CALIFORNIA INSURANCE GUARANTEE ASSOCIATION (CIGA) SURCHARGE

Companies writing property and casualty insurance business in California are required to participate in the California Insurance Guarantee Association. If a company becomes insolvent, the California Insurance Guarantee Association settles unpaid claims and assesses each insurance company for its fair share.

California law requires all companies to surcharge policies to recover these assessments. If your policy is surcharged, "CA Surcharge" or "CA Surcharge (CIGA Surcharge)" with an amount will be displayed on your premium notice.

This notice does not change the policy to which it is attached.



POLICYHOLDER NOTICE

PAYROLL RECORD AND AUDIT REQUIREMENTS FOR DUAL WAGE CONSTRUCTION OR ERECTION CLASSIFICATIONS

Your policy includes one or more construction or erection classifications. Dual wage classifications are pairs of classifications that describe the same construction or erection operation yet are assigned based upon whether the employee's hourly wage is above or below a specified threshold. Each pair of dual wage classifications contains one "high wage" classification that is assignable to payrolls earned by employees whose regular hourly wage equals or exceeds a specified wage threshold and one "low wage" classification that is assignable to payrolls earned by employees whose regular hourly wage is less than the specified threshold.

Payroll Record Requirements

The assignment of a high wage classification to any non-salaried employee is contingent on verifying that the employee's hourly wage equals or exceeds the specified wage threshold. The determination of the regular hourly wage must be supported by one of the following sources:

- o Original time cards or time book entries for each employee. Original records must include the operations performed, the total hours worked each day and the times the employee started and ended each work period throughout the workday. At job locations where all of the employer's operations cease for a uniform unpaid meal period, recording the start and stop times of the uniform break period is not required.
- o A valid collective bargaining agreement that shows the regular hourly wage rate by job classification of a worker. If using a collective bargaining agreement, the records must include an employee roster by job classification that permits the reconciliation of individual employees to the job classifications set forth in the collective bargaining agreement.

The non-salaried employee's regular hourly wage shall be determined by dividing that employee's total remuneration by the hours worked during the pay period, irrespective of whether the employee is paid on an hourly, piecework, production or commission basis.

The payroll earned by any non-salaried employees for whom the records specified above are not maintained and/or made available will be assigned to the low wage classification that describes the operations performed.

The regular hourly wage of salaried employees is determined by dividing the total annual remuneration by 2000 hours. If an employee is salaried for less than 12 months, the regular hourly wage for the salaried period is calculated on a prorated basis.

Audit Requirements

If your policy produces a final premium of \$13,000 or more, a physical audit is required at least once a year. If your policy produces a final premium of less than \$13,000 and payroll is developed under a high wage classification, a physical audit of the policy is required unless the policy is a renewal and a physical audit was completed for one of the two immediately preceding policy periods. A "physical audit" is defined as an audit of payroll, whether conducted at the policyholder's location or at a remote site, that is based upon an auditor's examination of the policyholder's books of accounts and original payroll records (in either electronic or hard copy form) as necessary to determine and verify the exposure amounts by classification.

If you hold a C-39 Roofing Contractor license from the California Contractors State License Board, a physical audit is required on the complete policy period of each policy regardless of the amount of final premium. See California Insurance Code Section 11665(a) for additional requirements regarding the audit of C-39 license holders.



POLICYHOLDER NOTICE

JANUARY 1, 2015 AUDIT REQUIREMENTS FOR POLICIES WITH FINAL PREMIUM OF LESS THAN \$13,000 THAT DEVELOP PAYROLL IN HIGH WAGE DUAL WAGE CONSTRUCTION OR ERECTION CLASSIFICATIONS

Dual wage classifications are pairs of classifications that describe the same construction or erection operation yet are assigned based upon whether the employee's hourly wage is above or below a specified threshold. Each pair of dual wage classifications contains one "high wage" classification that is assignable to payrolls earned by employees whose regular hourly wage equals or exceeds a specific wage threshold and one "low wage" classification that is assignable to payrolls earned by employees whose regular hourly wage is less than the specified threshold.

If your policy effective on or after January 1, 2015 produces a final premium of less than \$13,000 and develops payroll in a high wage classification, a physical audit of the policy is required unless the policy is a renewal and a physical audit was completed for one of the two immediately preceding policy periods. If your policy produces a final premium of \$13,000 or more, a physical audit is required at least once a year.

A "physical audit" is defined as an audit of payroll, whether conducted at the policyholder's location or at a remote site, that is based upon an auditor's examination of the policyholder's books of accounts and original payroll records (in either electronic or hard copy form) as necessary to determine and verify the exposure amounts by classification.



CALIFORNIA NOTICE

CALIFORNIA LABOR CODE 3551 PROVIDES THAT EVERY EMPLOYER SUBJECT TO THE COMPENSATION PROVISIONS OF THIS CODE, EXCEPT EMPLOYERS OF EMPLOYEES DEFINED IN SUBDIVISION (d) OF SECTION 3351, SHALL GIVE EVERY NEW EMPLOYEE, EITHER AT THE TIME OF HIRE, OR BY THE END OF THE FIRST PAY PERIOD, WRITTEN NOTICE OF THE INFORMATION CONTAINED IN SECTION 3550.

CALIFORNIA LABOR CODE 3550 PROVIDES THAT EVERY EMPLOYER SUBJECT TO THE COMPENSATION PROVISIONS OF THIS DIVISION SHALL POST AND KEEP POSTED IN A CONSPICUOUS LOCATION FREQUENTED BY EMPLOYEES, AND WHERE THE NOTICE MAY BE EASILY READ BY EMPLOYEES DURING THE HOURS OF THE WORKDAY, A NOTICE WHICH SHALL STATE THE NAME OF THE CURRENT COMPENSATION INSURANCE CARRIER OF THE EMPLOYER, OR WHEN SUCH IS THE FACT, THAT THE EMPLOYER IS SELF-INSURED, AND WHO IS RESPONSIBLE FOR CLAIMS ADJUSTMENT.



NOTICE TO POLICYHOLDER

CALIFORNIA WORKERS' COMPENSATION

INSURANCE RATING LAWS

Pursuant to Section 11752.8 of the California Insurance Code, we are providing you with an explanation of the California workers' compensation rating laws applicable to new and renewal policies with policy effective dates on and after January 1, 1995.

1. The laws requiring all insurers to charge the same minimum rate uniformly to all employers within a given classification has been repealed. Beginning January 1, 1995, we will establish our own rates for workers' compensation. Our rates will not be applicable prior to the first normal policy effective date of a policy incepting on or after January 1, 1995. Our rates, rating plans and related information are filed with the Insurance Commissioner and are open for public inspection.
2. The Insurance Commissioner can disapprove our rates, rating plans or classifications only if he has determined after public hearing that our rates might jeopardize our ability to pay claims or create a monopoly in the market. A monopoly is defined by law as a market where one insurer writes 20% or more of that part of the California workers' compensation insurance that is not written by the State Compensation Insurance Fund. If the insurance Commissioner disapproves our rates, rating plans or classification, he may order an increase in the rates applicable to outstanding policies.
3. Rating organizations may develop pure premium rates which are subject to the Insurance Commissioner's approval. A pure premium rate reflects the anticipated cost and expenses of claims per \$100 of payroll for a given classification. Pure premium rates are advisory only, as we are not required to sue the pure premium rates developed by any rating organization in establishing our own rates.
4. We must adhere to a single, uniform experience rating plan. If you are eligible for experience rating under the plan, we will be required to adjust your premium to reflect your claim history. A better claim history generally results in a lower experience rating modification; more claims, or more expensive claims, generally result in a higher experience rating modification. The uniform experience rating plan developed by the insurance rating organization designated by the Insurance commissioner is subject to the approval of the Insurance Commissioner.
5. A standard classification system developed by the insurance rating organization designated by the Insurance Commissioner is subject to approval of the Insurance Commissioner. The standard classification system is a method of recognizing and separating policyholders into industry or occupational groups according to their similarities and/or differences. We can adopt and apply the standard classification system or develop and apply our own classification system, provided that we can report the payroll, expenses and other costs of claims in a way which is consistent with the standard classification system.
6. Our rates and classifications may not violate the Unruh Civil Rights Act or be unfairly discriminatory.
7. We will provide an appeal process for you to appeal the way we rate your insurance policy. The process will require us to respond to your written appeal within 30 days. If you are not satisfied with the result of your appeal, you may appeal our decision to the Insurance Commissioner.



Reporting a Work-Related Injury is Time Sensitive!

Call The Hartford's LossConnect immediately to report a claim.

1-800-327-3636

Available 24 hours a day, 365 days a year.

The Benefits of Timely Loss Reporting:

Research has shown that faster loss reporting significantly affects loss costs. The sooner we are notified, the sooner we can investigate the accident and coordinate with you, the injured employee, and the medical team to ensure the fastest possible return to health and work.

The Effect of Timely Reporting on Controlling the Cost of Your Loss:

Average Loss for Closed Claims (Accident Years 2002-2005)	
Report Lag in Days	Percent Change in Loss Costs Compared to First Week Report
Incident Day	-6%
Week 1	0%
Week 2	13%
Week 3 or 4	16%
1 Month or Later	24%

Statutory requirements also necessitate the prompt initial reporting of the accident causing injury or death. Failure to comply may result in a fineable offense by the State.

Information You'll Need

Company Information

- o Account Number
- o Location Code (if applicable)
- o Parent Company (or program name)
- o Policy Number

Incident Information

- o Type of injury (burn, cut, etc.)?
- o Exact body part injured?
- o What caused the accident?
- o Any reason to question the injury?
- o Any witnesses?
- o Address where injury occurred?
- o Where was the injured employee treated? (Provide name, address, phone of medical provider.)
- o When was the accident reported to you and by whom (date, time)?

Worker Information

- o Name, DOB, Address, Phone
- o Social Security Number
- o Age, Gender
- o Marital Status, Number of Dependents
- o Hire Date, Years in Current Position
- o Wage Information

Network Providers

A listing of more than 400,000 network providers qualified to treat work-related injuries is available online at www.talispoint.com/hartext or by calling our Network Referral Unit at 1-800-327-3636 (select 4 at the prompt). Since network referrals are often impacted by state specific rules, please call to learn how to maximize our network capabilities on behalf of your employees.



Customer Privacy Notice
The Hartford Financial Services Group, Inc. and Affiliates*
 (herein called "we, our, and us")

This Privacy Policy applies to our United States Operations

We value your trust. We are committed to the responsible:

- a) management;
 - b) use; and
 - c) protection;
- of **Personal Information**.

This notice describes how we collect, disclose, and protect **Personal Information**.

We collect **Personal Information** to:

- a) service your **Transactions** with us; and
- b) support our business functions.

We may obtain **Personal Information** from:

- a) **You**;
- b) your **Transactions** with us; and
- c) third parties such as a consumer-reporting agency.

Based on the type of product or service **You** apply for or get from us, **Personal Information** such as:

- a) your name;
- b) your address;
- c) your income;
- d) your payment; or
- e) your credit history;

may be gathered from sources such as applications, **Transactions**, and consumer reports.

To serve **You** and service our business, we may share certain **Personal Information**. We will share **Personal Information**, only as allowed by law, with affiliates such as:

- a) our insurance companies;
- b) our employee agents;
- c) our brokerage firms; and
- d) our administrators.

As allowed by law, we may share **Personal Financial Information** with our affiliates to:

- a) market our products; or
 - b) market our services;
- to **You** without providing **You** with an option to prevent these disclosures.

We may also share **Personal Information**, only as allowed by law, with unaffiliated third parties including:

- a) independent agents;
- b) brokerage firms;

- c) insurance companies;
 - d) administrators; and
 - e) service providers;
- who help us serve **You** and service our business.

When allowed by law, we may share certain **Personal Financial Information** with other unaffiliated third parties who assist us by performing services or functions such as:

- a) taking surveys;
- b) marketing our products or services; or
- c) offering financial products or services under a joint agreement between us and one or more financial institutions.

We, and third parties we partner with, may track some of the pages **You** visit through the use of:

- a) cookies;
- b) pixel tagging; or
- c) other technologies;

and currently do not process or comply with any web browser's "do not track" signal or other similar mechanism that indicates a request to disable online tracking of individual users who visit our websites or use our services.

For more information, our Online Privacy Policy, which governs information we collect on our website and our affiliate websites, is available at <https://www.thehartford.com/online-privacy-policy>.

We will not sell or share your **Personal Financial Information** with anyone for purposes unrelated to our business functions without offering **You** the opportunity to:

- a) "opt-out;" or
 - b) "opt-in;"
- as required by law.

We only disclose **Personal Health Information** with:

- a) your proper written authorization; or
- b) as otherwise allowed or required by law.

Our employees have access to **Personal Information** in the course of doing their jobs, such as:

- a) underwriting policies;
- b) paying claims;
- c) developing new products; or
- d) advising customers of our products and services.

We use manual and electronic security procedures to maintain:

- a) the confidentiality; and
- b) the integrity of;

Personal Information that we have. We use these procedures to guard against unauthorized access.

Some techniques we use to protect **Personal Information** include:

- a) secured files;
- b) user authentication;
- c) encryption;
- d) firewall technology; and
- e) the use of detection software.

We are responsible for and must:

- a) identify information to be protected;
- b) provide an adequate level of protection for that data;
- c) grant access to protected data only to those people who must use it in the performance of their job-related duties.

Employees who violate our privacy policies and procedures may be subject to discipline, which may include termination of their employment with us.

We will continue to follow our Privacy Policy regarding **Personal Information** even when a business relationship no longer exists between us.

As used in this Privacy Notice:

Application means your request for our product or service.

Personal Financial Information means financial information such as:

- a) credit history;
- b) income;

- c) financial benefits; or
- d) policy or claim information.

Personal Financial Information may include Social Security Numbers, Driver's license numbers, or other government-issued identification numbers, or credit, debit card, or bank account numbers.

Personal Health Information means health information such as:

- a) your medical records; or
- b) information about your illness, disability or injury.

Personal Information means information that identifies **You** personally and is not otherwise available to the public. It includes:

- a) **Personal Financial Information**; and
- b) **Personal Health Information**.

Transaction means your business dealings with us, such as:

- a) your **Application**;
- b) your request for us to pay a claim; and
- c) your request for us to take an action on your account.

You means an individual who has given us **Personal Information** in conjunction with:

- a) asking about;
 - b) applying for; or
 - c) obtaining;
- a financial product or service from us if the product or service is used mainly for personal, family, or household purposes.

This Customer Privacy Policy is being provided on behalf of The Hartford Financial Services Group, Inc. and its affiliates, to the extent required by the Gramm-Leach-Bliley Act and implementing regulations.

1stAGChoice, Inc.; Access CoverageCorp, Inc.; Access CoverageCorp Technologies, Inc.; American Maturity Life Insurance Company; Archway 60 R, LLC; Business Management Group, Inc.; DMS R, LLC; First State Insurance Company; Fountain Investors I LLC; Fountain Investors II LLC; Fountain Investors III LLC; Fountain Investors IV LLC; FP R, LLC (Delaware); FTC Resolution Company LLC; Hart Re Group L.L.C.; Hartford Accident and Indemnity Company; Hartford Administrative Services Company; Hartford Casualty General Agency, Inc.; Hartford Casualty Insurance Company; Hartford Financial Services, LLC; Hartford Fire General Agency, Inc.; Hartford Fire Insurance Company; Hartford Funds Distributors, LLC; Hartford Funds Management Company, LLC; Hartford Funds Management Group, Inc.; Hartford Group Benefits Holding Company; Hartford Holdings, Inc.; Hartford HLS Series Fund II, Inc.; Hartford Insurance Company of Illinois; Hartford Insurance Company of the Midwest; Hartford Insurance Company of the Southeast; Hartford Integrated Technologies, Inc.; Hartford International Life Reassurance Corporation; Hartford Investment Management Company; Hartford Life and Accident Insurance Company; Hartford Life and Annuity Insurance Company; Hartford Life Insurance Company; Hartford Life, Inc.; Hartford Life International Holding Company; Hartford Life Private Placement, LLC; Hartford Lloyd's Corporation; Hartford Lloyd's Insurance Company; Hartford of Texas General Agency, Inc.; Hartford Residual Market, L.C.C.; Hartford Securities Distribution Company, Inc.; Hartford Series Fund, Inc.; Hartford Specialty Insurance Services of Texas, LLC; Hartford Strategic Investments, LLC; Hartford Underwriters General Agency, Inc.; Hartford Underwriters Insurance Company; Hartford-Comprehensive Employee Benefit Service Company; HDC R, LLC; Heritage Holdings, Inc.; HIMCO Distribution Services Company; HIMCO Variable Insurance Trust; HLA LLC; HL Investment Advisors, LLC; Horizon Management Group, LLC; HRA Brokerage Services, Inc.; Lanidex Class B, LLC; Lanidex R, LLC (Delaware); Lattice Strategies LLC; Maxum Casualty Insurance Company; Maxum Indemnity Company; Maxum Specialty Services Corporation; MPC Resolution Company LLC; New England Insurance Company; New England Reinsurance Corporation; Northern Homelands Company; Nutmeg Insurance Agency, Inc.; Nutmeg Insurance Company; Pacific Insurance Company, Limited; Property and Casualty Insurance Company of Hartford; Sentinel Insurance Company, Ltd.; Trumbull Flood Management, L.L.C.; Trumbull Insurance Company; Twin City Fire Insurance Company.

POLICY NUMBER: 57 WE LP3237

Our President and Secretary have signed this policy. Where required by law, the Information Page has been countersigned by our duly authorized representative.



Lisa Levin, Secretary



Douglas Elliot, President

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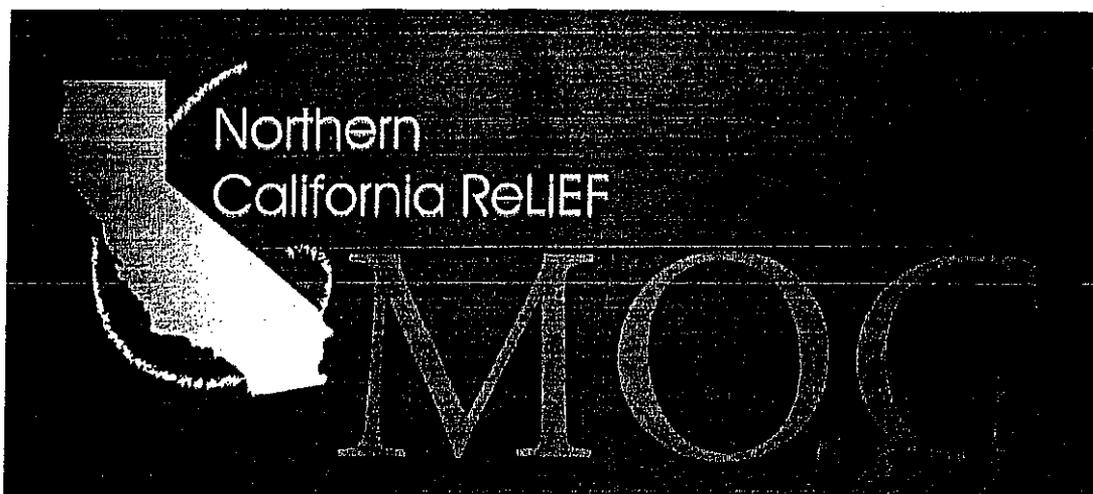
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NEW YORK:

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PENNSYLVANIA:

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MEMORANDUM OF COVERAGE

Coverage Period:
July 1, 2018 - July 1, 2019

President:
Kimberly Dennis
Alameda County
Schools Insurance
Group

Vice President:
Brent Swanson
Tulare County Schools
Self Insurance
Authority

Secretary:
Larry Teixeira
Organization of Self-
Insured Schools

Treasurer:
Annette Heldman
New Haven Unified
School District

Dear ReLiEF Member,

RE: 2018-19 Program Year Renewal

On behalf of the Northern California Regional Liability Excess Fund (ReLiEF) Board of Directors, we are pleased to present you with the program summary documents for the upcoming year. This binder includes the following documents to serve as a summary of all coverages provided by NCR and/or SAFER for the upcoming year.

- Declaration Pages
- Program Structure
- Memorandum of Coverage (MOC)
- Endorsements
- Crime Policy
- Service Team Contacts

Please make sure that you review these documents carefully as they contain important terms, conditions, and requirements that impact the coverage provided by ReLiEF. New members should also review their prior coverages to make sure that they do not encounter coverage gaps or reporting obligations that may limit needed coverages. Members needing supplemental coverages should contact Keenan for assistance.

The world of public education risk changed in California around 2011 with increasing sexual abuse and bullying exposures. Student safety and supervision must be our #1 priority in order to nurture healthy productive adults and redirect limited funds back into the classroom. Juries are of a mind to hold schools strictly liable for anything that happens to a child that is remotely associated with the school or its employees. Whether it be maintaining appropriate adult-student boundaries, “sweeping” the buses at the end of a route, sheltering students from gun violence, or maintaining strict protocols for field trip participation and/or a third party’s use of our facilities, there are no shortcuts. Children are innocent victims and schools represent the “deep pocket” with which juries can show their compassion.

The experience modification formula continues to serve its intended purpose to reward good loss experience and incentivize member commitment to safety/loss control measures, while continuing to “cushion” the impact of losses on individual members. However, we must do more. Toward that end, some of the initiatives we’re working on are as follows:

- The Board approved the funding of four (4) **risk management designated programs**, affirming our commitment to the safety of our children and the reduction of claims. The focus of the programs is on Sexual Abuse & Molestation, Title IX Resources/Trainings and Fire/Arson Prevention.



President:

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Alameda County
Schools Insurance
Group

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Self Insurance
Authority

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Organization of Self-
Insured Schools

Treasurer:

Annette Heldman
New Haven Unified
School District

- We all know that risk management is everyone's job. The "risk manager" cannot do it alone. As such, we are Skyping our Risk Management Committee meetings to reach a broader base of the membership. We have also reinstated the Human Resource Advisory Committee to help produce resources for the membership and most recently looking to incorporate Student Services contacts in these meetings. The more they know and understand, the more eyes and ears we have working together to keep kids safe!
- We also conducted our annual review of the Authority's Memorandum of Coverage and approved various updates to help clarify coverage, remove redundancies, and keep pace with a changing litigation environment. We are happy to report there have been **no coverage restrictions** implemented by our reinsurance partners!
- Reminder - All Booster Clubs currently endorsed onto the Authority's MOC will be required to secure coverage outside of NCR by 6/30/19. This change was implemented due to the independent nature of these entities operating outside of direct district oversight. Contact your local account manager for more information on securing coverage for your boosters.
- Lastly, we continue to have **unlimited** access to a variety of essential **training** modules through Keenan SafeSchools, the premier online training platform for California schools.

Finally, I want to recognize the work of the member representatives that actively participate in the governance of our JPA, and especially our Committee Chairs who facilitate the work of the Authority. If you are currently participating on one of our operating committees, thank you! If not, we hope you will get involved and help us to shape our future together. For more information on how, please contact Leslie Delozier at ldelozier@keenan.com or your local Keenan representative.

As schools struggle with increasing litigation, our participation in this group cooperative allows us to work through them to determine the best solutions for our districts. On behalf of the Board of Directors, we appreciate your continued support and participation in making ReLiEF the best option for California public schools.

Sincerely,



Kimberly Dennis, Alameda County Schools Insurance Group
President, Northern California Regional Liability Excess Fund (ReLiEF)



Keenan

Associates

2018/2019

Keenan & Associates Service Team for Central Valley Schools Joint Powers Authority Contact Information/Functional Responsibilities

Office Location and Telephone Numbers

Assad Insurance Agency
PO Box 205
Tracy, CA 95378
209/835-4444

San Jose Office:
Keenan & Associates
1732 North First Street, Suite 100
San Jose, CA 95110

Assad Insurance Agency
PO Box 205
Tracy, CA 95378
209/835-4444

Phone (Main): (408) 441-0876
Phone (Toll Free): (800) 334-6554
Main Fax: (408) 436-9308

Web Site: www.keenan.com

Corporate License No. 0451271

Team Members

Name	Role	Key Responsibilities	Telephone	E-mail
Tom Russo	Vice President	Lead representative for Keenan with districts and JPA's. Responsible for overall client satisfaction. Administers JPA's on behalf of Keenan. Manages Keenan service staff. Presents new opportunities available to the JPA.	Office: (408) 441-0754 Ext. 6153 Cell: (559) 905-8766	trusso@keenan.com
Steve Bour	Sr. Account Manager	Responsible for overall coordination of client services and interfacing with clients. Attends JPA meetings, coordinates and develops agenda packets and minutes. Is available via phone to answer client questions.	Office: (408) 441-0754 Ext. 6152 Fax: (408) 436-9308 Cell: (408) 482-6978	sbour@keenan.com
Maya Williams	Account Coordinator	Responsible for providing administrative support including correspondence, issuing certificates of coverage, and other special projects as assigned.	Office: (408) 441-0754 Ext. 6163 Fax: (408) 436-9308	mwilliams1@keenan.com
Tim Hall	Loss Control Consultant	Responsible for providing Loss Control Services for the members which consist of established NCR services.	Office: (916) 859-7160 Ext. 4269 Fax: (916) 859-7116 Cell: (916) 899-9513	thall@keenan.com



Northern California ReLiEF (NCR)

MEMORANDUM OF COVERAGE

MEMORANDUM #: NCR 01702-16

DECLARATIONS

COVERED AGENCY(IES) NAME AND ADDRESS

Central Valley Schools JPA

Millennium Charter School

51 East Beverly Pl.

Tracy, CA 95376

COVERAGE PERIOD: 12:01 A.M. July 1, 2018 to July 1, 2019

<u>Coverage</u> <u>(Per Loss Occurrence)</u>	<u>Limit of Coverage</u> <u>per Member</u>	<u>Member Retained</u> <u>Limit</u>
<u>Coverage A - Liability</u>		
Combined Single Limit (includes MRL)	\$50,000,000	\$10,000
Sublimits		
Employee Benefit Program Claims	\$50,000	\$10,000
Breach Of Contract Claims	\$50,000	\$10,000
Special Education Program Claims	\$50,000	\$5,000
Injunctive/Non-Monetary Claims	\$100,000	\$0
Uninsured/Underinsured Motor Vehicle (combined single limit)	\$1,000,000	\$10,000
Asbestos Claims	\$50,000	\$10,000
Wage Claim/Loss Adjustment Expense Only	\$50,000	\$10,000
Auxiliary/Foundation Claims	\$1,000,000	\$10,000

<u>Coverage</u> (Per Loss Occurrence)	Limit of Coverage per Member	Member Retained Limit
<u>Coverage B - Property</u>		
Combined Single Limit (includes MRL)	\$250,250,000	\$10,000
Sublimits		
Sprinkler Leakage caused by Earthquake	\$10,000,000	\$10,000
Newly Acquired Location	\$5,000,000	\$10,000
Personal Property of Others (except as follows)	\$100,000	\$10,000
Any One item on Loan or Exhibition	\$25,000	\$10,000
Any One Elected or Appointed Official or Employee	\$1,000	\$10,000
Any One Student	\$500	\$10,000
Transmission or Distribution Lines	\$5,000,000	\$10,000
Off-Site Property	\$1,000,000	\$10,000
Back Up of Sewers or Drains	\$10,000,000	\$10,000
Property in Transit	\$1,000,000	\$10,000
Rental Payment Interruption	\$10,000,000	\$10,000
Valuable Papers or Records	\$10,000,000	\$10,000
Loss of Revenues and Extra Expense (Combined Single Limit)	\$25,000,000	\$10,000
Plants (\$1,000 per item)	\$50,000	\$10,000
Fine Arts (\$1,000 per item)	\$50,000	\$10,000
Builder's Risk for Covered Projects		
Covered Project up to \$250,000	\$250,000	\$10,000
Covered Project over \$250,000	Per Endorsement	Per Endorsement

<u>Coverage</u> (Per Loss Occurrence)	<u>Limit of Coverage</u> <u>per Member</u>	<u>Member Retained</u> <u>Limit</u>
<u>Coverage C - Additional Coverages, if selected</u>		
<u>Equipment Breakdown Coverage</u>	\$100,000,000	\$1,000
Loss of Revenue/Extra Expense	Follows any coverage provided under Coverage B	
Spoilage	\$5,000,000	
Excavation	\$25,000	
Expediting Expenses	\$5,000,000	
Freezing	\$25,000	
Hazardous Substances	\$250,000	
Newly Acquired Locations	\$5,000,000	
<u>Electronic Data Processing Equipment Coverage</u>	\$41,667	\$250
<u>MRL Reduction</u>		
Each Laptop off premises	Included in EDP Limit	\$250
<u>Crime Coverage</u>	\$5,000,000	\$2,500
Policy Number	<u>01-511-31-03</u>	
Impersonation Fraud Coverage	\$100,000	\$25,000
<u>Information/Cyber Security and Privacy Coverage</u>		\$25,000
Policy Number	<u>CY1010218</u>	
Privacy Regulatory	\$5,000,000	\$25,000
Security Breach Response	\$5,000,000	\$25,000
Cyber Extortion	\$5,000,000	\$25,000
Data Asset Restoration	\$5,000,000	\$25,000

MEMBER ESTIMATED CONTRIBUTION

FOR THE COVERAGE PERIOD

\$25,094

**THIS MEMORANDUM OF COVERAGE DECLARATIONS IS ATTACHED AND MADE
AN INTEGRAL PART OF THE MEMORANDUM OF COVERAGE.**

FOR NORTHERN CALIFORNIA REGIONAL LIABILITY EXCESS FUND

BY



07/01/2018

KEENAN & ASSOCIATES, JPA MANAGER

Issue Date



Northern California ReLiEF (NCR)

MEMORANDUM OF COVERAGE

MEMORANDUM #: NCR 01702-16

DECLARATIONS

COVERED AGENCY(IES) NAME AND ADDRESS

Central Valley Schools JPA

Primary Charter School

51 East Beverly Pl.

Tracy, CA 95376

COVERAGE PERIOD: 12:01 A.M. July 1, 2018 to July 1, 2019

<u>Coverage</u> <u>(Per Loss Occurrence)</u>	Limit of Coverage per Member	Member Retained Limit
<u>Coverage A - Liability</u>		
Combined Single Limit (includes MRL)	\$50,000,000	\$10,000
Sublimits		
Employee Benefit Program Claims	\$50,000	\$10,000
Breach Of Contract Claims	\$50,000	\$10,000
Special Education Program Claims	\$50,000	\$5,000
Injunctive/Non-Monetary Claims	\$100,000	\$0
Uninsured/Underinsured Motor Vehicle (combined single limit)	\$1,000,000	\$10,000
Asbestos Claims	\$50,000	\$10,000
Wage Claim/Loss Adjustment Expense Only	\$50,000	\$10,000
Auxiliary/Foundation Claims	\$1,000,000	\$10,000

<u>Coverage</u> (Per Loss Occurrence)	Limit of Coverage per Member	Member Retained Limit
<u>Coverage B - Property</u>		
Combined Single Limit (includes MRL)	\$250,250,000	\$10,000
Sublimits		
Sprinkler Leakage caused by Earthquake	\$10,000,000	\$10,000
Newly Acquired Location	\$5,000,000	\$10,000
Personal Property of Others (except as follows)	\$100,000	\$10,000
Any One item on Loan or Exhibition	\$25,000	\$10,000
Any One Elected or Appointed Official or Employee	\$1,000	\$10,000
Any One Student	\$500	\$10,000
Transmission or Distribution Lines	\$5,000,000	\$10,000
Off-Site Property	\$1,000,000	\$10,000
Back Up of Sewers or Drains	\$10,000,000	\$10,000
Property in Transit	\$1,000,000	\$10,000
Rental Payment Interruption	\$10,000,000	\$10,000
Valuable Papers or Records	\$10,000,000	\$10,000
Loss of Revenues and Extra Expense (Combined Single Limit)	\$25,000,000	\$10,000
Plants (\$1,000 per item)	\$50,000	\$10,000
Fine Arts (\$1,000 per item)	\$50,000	\$10,000
Builder's Risk for Covered Projects		
Covered Project up to \$250,000	\$250,000	\$10,000
Covered Project over \$250,000	Per Endorsement	Per Endorsement

<u>Coverage</u> (Per Loss Occurrence)	<u>Limit of Coverage</u> <u>per Member</u>	<u>Member Retained</u> <u>Limit</u>
<u>Coverage C - Additional Coverages, if selected</u>		
<u>Equipment Breakdown Coverage</u>	\$100,000,000	\$1,000
Loss of Revenue/Extra Expense	Follows any coverage provided under Coverage B	
Spoilage	\$5,000,000	
Excavation	\$25,000	
Expediting Expenses	\$5,000,000	
Freezing	\$25,000	
Hazardous Substances	\$250,000	
Newly Acquired Locations	\$5,000,000	
<u>Electronic Data Processing Equipment Coverage</u>	\$26,667	\$250
<u>MRL Reduction</u>		
Each Laptop off premises	Included in EDP Limit	\$250
<u>Crime Coverage</u>	\$5,000,000	\$2,500
Policy Number	<u>01-511-31-03</u>	
Impersonation Fraud Coverage	\$100,000	\$25,000
<u>Information/Cyber Security and Privacy Coverage</u>		\$25,000
Policy Number	<u>CY1010218</u>	
Privacy Regulatory	\$5,000,000	\$25,000
Security Breach Response	\$5,000,000	\$25,000
Cyber Extortion	\$5,000,000	\$25,000
Data Asset Restoration	\$5,000,000	\$25,000

MEMBER ESTIMATED CONTRIBUTION

FOR THE COVERAGE PERIOD

\$13,229

**THIS MEMORANDUM OF COVERAGE DECLARATIONS IS ATTACHED AND MADE
AN INTEGRAL PART OF THE MEMORANDUM OF COVERAGE.**

FOR NORTHERN CALIFORNIA REGIONAL LIABILITY EXCESS FUND

BY



07/01/2018

KEENAN & ASSOCIATES, JPA MANAGER

Issue Date



Northern California ReLIEF (NCR)

MEMORANDUM OF COVERAGE

MEMORANDUM #: NCR 01702-16

DECLARATIONS

COVERED AGENCY(IES) NAME AND ADDRESS

Central Valley Schools JPA

Discovery Charter School

51 East Beverly Pl.

Tracy, CA 95376

COVERAGE PERIOD: 12:01 A.M. July 1, 2018 to July 1, 2019

<u>Coverage</u> (Per Loss Occurrence)	Limit of Coverage per Member	Member Retained Limit
<u>Coverage A - Liability</u>		
Combined Single Limit (includes MRL)	\$50,000,000	\$10,000
Sublimits		
Employee Benefit Program Claims	\$50,000	\$10,000
Breach Of Contract Claims	\$50,000	\$10,000
Special Education Program Claims	\$50,000	\$5,000
Injunctive/Non-Monetary Claims	\$100,000	\$0
Uninsured/Underinsured Motor Vehicle (combined single limit)	\$1,000,000	\$10,000
Asbestos Claims	\$50,000	\$10,000
Wage Claim/Loss Adjustment Expense Only	\$50,000	\$10,000
Auxiliary/Foundation Claims	\$1,000,000	\$10,000

<u>Coverage</u> (Per Loss Occurrence)	<u>Limit of Coverage</u> <u>per Member</u>	<u>Member Retained</u> <u>Limit</u>
<u>Coverage B - Property</u>		
Combined Single Limit (includes MRL)	\$250,250,000	\$10,000
Sublimits		
Sprinkler Leakage caused by Earthquake	\$10,000,000	\$10,000
Newly Acquired Location	\$5,000,000	\$10,000
Personal Property of Others (except as follows)	\$100,000	\$10,000
Any One item on Loan or Exhibition	\$25,000	\$10,000
Any One Elected or Appointed Official or Employee	\$1,000	\$10,000
Any One Student	\$500	\$10,000
Transmission or Distribution Lines	\$5,000,000	\$10,000
Off-Site Property	\$1,000,000	\$10,000
Back Up of Sewers or Drains	\$10,000,000	\$10,000
Property in Transit	\$1,000,000	\$10,000
Rental Payment Interruption	\$10,000,000	\$10,000
Valuable Papers or Records	\$10,000,000	\$10,000
Loss of Revenues and Extra Expense (Combined Single Limit)	\$25,000,000	\$10,000
Plants (\$1,000 per item)	\$50,000	\$10,000
Fine Arts (\$1,000 per item)	\$50,000	\$10,000
Builder's Risk for Covered Projects		
Covered Project up to \$250,000	\$250,000	\$10,000
Covered Project over \$250,000	Per Endorsement	Per Endorsement

<u>Coverage</u> (Per Loss Occurrence)	Limit of Coverage per Member	Member Retained Limit
<u>Coverage C - Additional Coverages, if selected</u>		
<u>Equipment Breakdown Coverage</u>	\$100,000,000	\$1,000
Loss of Revenue/Extra Expense	Follows any coverage provided under Coverage B	
Spoilage	\$5,000,000	
Excavation	\$25,000	
Expediting Expenses	\$5,000,000	
Freezing	\$25,000	
Hazardous Substances	\$250,000	
Newly Acquired Locations	\$5,000,000	
<u>Electronic Data Processing Equipment Coverage</u>	\$36,666	\$250
<u>MRL Reduction</u>		
Each Laptop off premises	Included in EDP Limit	\$250
<u>Crime Coverage</u>	\$5,000,000	\$2,500
Policy Number	<u>01-511-31-03</u>	
Impersonation Fraud Coverage	\$100,000	\$25,000
<u>Information/Cyber Security and Privacy Coverage</u>		\$25,000
Policy Number	<u>CY1010218</u>	
Privacy Regulatory	\$5,000,000	\$25,000
Security Breach Response	\$5,000,000	\$25,000
Cyber Extortion	\$5,000,000	\$25,000
Data Asset Restoration	\$5,000,000	\$25,000

MEMBER ESTIMATED CONTRIBUTION

FOR THE COVERAGE PERIOD \$13,655

THIS MEMORANDUM OF COVERAGE DECLARATIONS IS ATTACHED AND MADE AN INTEGRAL PART OF THE MEMORANDUM OF COVERAGE.

FOR NORTHERN CALIFORNIA REGIONAL LIABILITY EXCESS FUND

BY

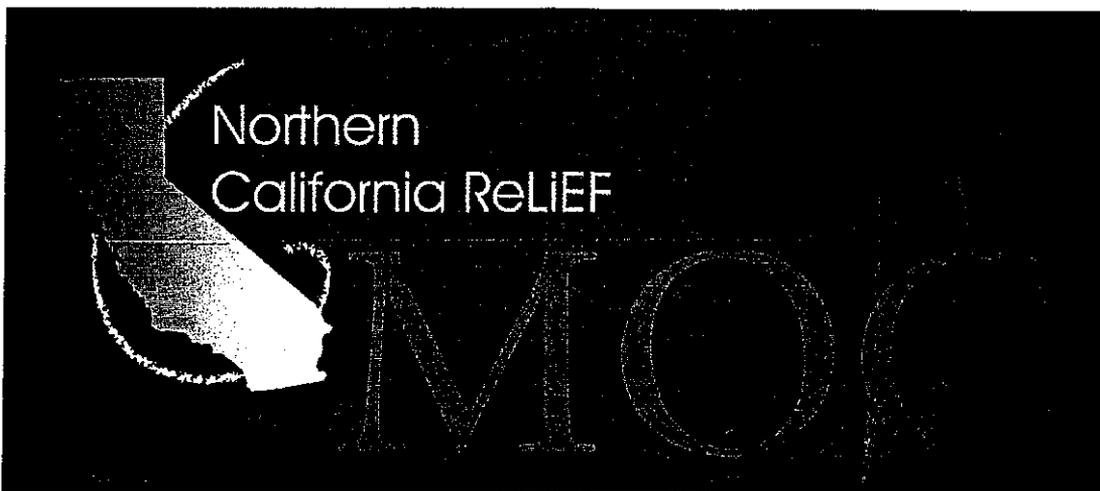


07/01/2018

KEENAN & ASSOCIATES, JPA MANAGER

Issue Date

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MEMORANDUM OF COVERAGE

PREAMBLE

- A. It is the intent of the Authority to: provide defined property and liability coverage to each Member (and its Covered Agency(ies)); avoid coverage disputes; eliminate misunderstandings regarding coverages; clarify the claims handling process; and provide a document which easily identifies what is or is not covered. It is not the intent of the Authority to cover all possible conduct, claims, costs or losses involving a Covered Agency. This Memorandum of Coverage includes important Terms of Coverage, Definitions, Limitations, Exclusions, Declarations and all other terms of the Memorandum that should be carefully reviewed by a Covered Party. Throughout this Memorandum certain words and/or phrases have specified definitions that are indicated by the words and/or phrases with initial capitalized letters.
- B. The Memorandum of Coverage is not an insurance policy. The Authority is not a commercial insurer, nor is it subject to regulation under the California Insurance Code. (Gov. Code § 990.8(c); *City of South El Monte v. Southern California Joint Powers Insurance Authority* (1995) 38 Cal.App.4th 1629.) The Authority has not adopted principles of insurance law as the basis to control its obligations under the Memorandum of Coverage; therefore, insurance law principles are not controlling. (*City of South El Monte*, supra, 38 Cal.App.4th at 1638). This Memorandum has been prepared with the input and consent of the Members, and any rule requiring interpretation against the drafter shall not apply.
- C. This Memorandum does not contain a "duty to defend" provision. Rather, the Memorandum provides the Authority the option to defend, control and settle Claims covered by this Memorandum. Loss Adjustment Expense for a liability Claim is only payable for a covered Loss Occurrence under Coverage A – Liability.

ARTICLE I –
WHO IS COVERED

Any person, entity or organization included in the definition of Covered Party is covered pursuant to the terms of this Memorandum of Coverage.

ARTICLE II –
WHAT IS COVERED

In consideration of the payment of the contribution by the Member and the provisions of the Authority's Joint Powers Agreement, Bylaws, policies and procedures, the Authority agrees with each Member, subject to the Declarations and all other terms and conditions of this Memorandum of Coverage, to provide the following coverage in excess of the applicable Member Retained Limit:

A. Coverage A – Liability

1. The Authority will pay Liability Damages by reason of liability imposed by law or liability assumed by contract and Loss Adjustment Expenses for each Loss Occurrence, except as to the Loss Occurrences listed in the following paragraph or as otherwise restricted by this Memorandum.
2. The Authority will only pay Loss Adjustment Expenses on behalf of a Covered Party, to the extent set forth in the applicable Declarations for each Loss Occurrence for the following:
 - a) Administration of Employee Benefit Programs;
 - b) Breach of Contract;
 - c) Injunctive/Non-Monetary Relief;
 - d) Special Education Rights; and
 - e) Wage Claim/ Loss Adjustment Expense Only.
3. The Authority will pay for damages for bodily injury or wrongful death that a Covered Individual is legally entitled to recover from the owner of an Uninsured/Underinsured Motor Vehicle subject to the limitations contained in the Declarations, Limitations and the other terms of this Memorandum.
4. The Authority will pay Liability Damages and Loss Adjustment Expenses for Asbestos Claims as set forth in the Declarations.

B. Coverage B – Property

The Authority will pay Property Damage, Loss Adjustment Expenses and Extra Expense for each Loss Occurrence related to a Covered Agency's Real Property and Personal Property, including the sublimits for the types of Loss Occurrences, property and coverage extensions set forth in the Declarations except as otherwise restricted in this Memorandum.

ARTICLE III –
TERMS AND LIMITATIONS OF COVERAGE

A. General

1. This Memorandum of Coverage applies to any Loss Occurrence which takes place during the Coverage Period anywhere in the world.
2. The Authority's total obligation to pay for Liability Damages, Property Damage, Loss Adjustment Expenses or Extra Expense resulting from any one Loss Occurrence shall not exceed the Limits of Coverage per Member set forth in the Declarations. Covered Agencies that receive coverage through one Member and that sustain the same Loss Occurrence shall share one Member Retained Limit and Limit of Coverage per Member. The Limits of Coverage are a Combined Single Limit per Loss Occurrence shared among all Members of the Authority and the other members of SAFER. In the event of a single Loss Occurrence that exceeds the amount payable by SAFER to cover claims, the Combined Single Limit shall be allocated among all SAFER members (including the Authority) sustaining the same Loss Occurrence as determined by the board of directors of SAFER.
3. In the event other coverage for the Loss Occurrence is available to a Covered Party under any insurance contract, bond or other self-insurance, coverage under this Memorandum of Coverage will be excess pursuant to the Other Coverage condition.
4. All loss or injury arising out of the continuation or repetition of substantially the same or similar harmful conditions or the same efficient proximate cause shall be considered as arising out of a single Loss Occurrence, which will be allocated in its entirety to a single Coverage Period, even though the Loss Occurrence may span multiple Coverage Periods. In no event will more than one Coverage Period apply to the entirety of all loss or injury arising out of any one Loss Occurrence. If loss or injury arising out of a single Loss Occurrence takes place during more than one Coverage Periods, whether or not the Authority is the coverage provider, the Loss Occurrence shall be allocated to the Coverage Period during which the earliest of the following takes place: (1) the date when the loss or injury had indisputably ceased to occur but only if such date can be identified at the time that the Authority first receives notice of the claim; (2) the first date that the party seeking coverage received a claim pursuant to the Government Code regarding such loss or injury; (3) the first date that a party seeking coverage received any other unequivocal notice that a claim

was being made; or (4) the initial filing date of any lawsuit alleging such loss or injury in which the party seeking coverage is named as a party or is later added as a party.

5. As respects Claims of Bodily Injury arising from Sexual Abuse/Molestation, regardless of the number of claimants, number of instances of abuse per claimant, and number of locations where abuse occurs, all Sexual Abuse/Molestation by one Covered Party, or multiple Covered Parties acting together will be a single Loss Occurrence. The date of the Loss Occurrence shall be the date of the last act of Sexual Abuse/Molestation occurring during the Authority's Coverage Period(s).
6. In the event more than one Member is liable for Liability Damages from a single Loss Occurrence, this Memorandum of Coverage shall protect each Member as though a separate Memorandum of Coverage had been issued to each.
7. The total of Loss Adjustment Expense coverage available for a Claim of Injunctive/Non-Monetary Relief brought against multiple Members shall not exceed \$250,000 in the aggregate.
8. The Memorandum's coverage for a Covered Party's liability assumed by contract applies only to written contracts made before the occurrence of covered Bodily Injury, Property Damage, Personal Injury, Errors and Omissions and/or Wrongful Acts.

B. Auxiliary/Foundation Organizations

The coverage provided by this Memorandum to Auxiliary/Foundation Organizations shall only apply with respect to operations within the scope and purpose of the Auxiliary/Foundation Organization's charter or bylaws and those formed in accordance with Education Code {51520-51521} and/or Education Code {72670-72682} and Code of Regulations, Title 5 {59255-59272}.

C. Covered Individuals

The coverage afforded by this Memorandum to Covered Individuals shall only apply with respect to activities performed by such individuals within the scope of their duties or approval on behalf of or as part of the curriculum of the Covered Agency.

D. Additional Covered Parties

1. The coverage afforded by this Memorandum to Additional Covered Parties shall be no broader and for no higher limit of liability than that which is required by the contract between a Covered Agency and the Additional Covered Party.
2. The coverage provided by this Memorandum to Additional Covered Parties shall only apply with respect to operations performed by or on behalf of the Covered Agency or facilities owned or used by the Covered Agency.

E. Breach of Contract

All Breach of Contract claims arising out of the same contract, incident, event or construction project, regardless of the number of claims or lawsuits filed, shall be

considered as one loss and subject to one Member Retained Limit and one Limit of Coverage per Member as set forth in the Declarations.

F. Uninsured/Underinsured Motor Vehicle Coverage Limits and Reductions

1. The amount payable to a Covered Individual under the Uninsured/Underinsured Motor Vehicle coverage shall be subject to a combined single limit per Loss Occurrence equal to the amount set forth in the Declarations minus the sum of the following:
 - a) all amounts paid or payable by a Covered Agency as part of its Member Retained Limit set forth in the Declarations for the Uninsured/Underinsured Motor Vehicle coverage; and
 - b) all amounts paid or payable under workers' compensation law; and
 - c) all amounts paid or payable as employment disability benefits; and
 - d) all amounts paid or payable pursuant to any other liability coverage provisions in this Memorandum; and
 - e) all amounts paid or payable on behalf of the owner or operator of any involved Uninsured/Underinsured Motor Vehicle; and
 - f) all amounts paid or payable as benefits under any uninsured or underinsured motorist insurance coverage; and
 - g) all amounts paid or payable as medical payments by any insurance coverage; and
 - h) all amounts paid associated with adjustment, arbitration and resolution of the Uninsured/Underinsured Motor Vehicle claim hereunder; and
 - i) any amounts attributable to the negligence of the Covered Individual.
2. As conditions precedent for Uninsured/Underinsured Motor Vehicle coverage to apply:
 - a) the accident involving an Uninsured/Underinsured Motor Vehicle must involve direct physical contact with the Motor Vehicle occupied by the Covered Individual; and
 - b) the Covered Individual has reported the accident to the local law enforcement agency within 24 hours of the accident; and
 - c) the Covered Individual has promptly filed with the Authority a statement under oath certifying the facts of the accident with the Uninsured/Underinsured Motor Vehicle.
3. No Uninsured/Underinsured Motor Vehicle coverage is provided if:

- a) the Covered Individual is a student of a Covered Agency while going to or coming from providing services to third parties; or
- b) the Uninsured/Underinsured Motor Vehicle is owned or operated by an individual residing in the same household as the Covered Individual; or
- c) the Uninsured/Underinsured Motor Vehicle is owned by the United States of America, Canada, a state or political subdivision of any of those governments or an agency of any of the foregoing; or
- d) the accident with the Uninsured/Underinsured Motor Vehicle did not occur on a public road or road owned by the Covered Agency.

G. Limitations on Coverage B - Property Coverage

1. The coverage provided by Coverage B – Property shall only cover:
 - a) Real Property that has been reported to the Authority or Personal Property; and
 - b) for which contribution has been paid; and
 - c) that is legally owned by the Covered Agency or for which a Covered Agency has accepted responsibility.
2. The sums incurred or payable to repair or replace Real Property or Personal Property shall be limited by the following:
 - a) The Authority will not pay more than the amount determined by the Valuations section below.
 - b) The replacement cost per Plant shall not exceed \$1,000 and an aggregate of \$50,000 per Loss Occurrence.
 - c) The Authority will not pay for the repair or replacement of grass.
 - d) The replacement cost per Fine Art items shall not exceed \$1,000 and an aggregate of \$50,000 per Loss Occurrence.
 - e) Personal property located on vacant real property with the required safeguards in place will be valued at the lesser of Actual Cash Value or cost to repair.

H. Vacant Real Property

1. Coverage is provided for Vacant Real Property at which the Covered Agency has not conducted its normal activities for a period of 180 consecutive days, so long as the following "Vacancy Protective Safeguards" are maintained:
 - a) the Covered Agency must notify the Authority of such locations within 180 consecutive days of vacancy;
 - b) external and internal inspections of the Vacant Real Property are conducted on a monthly basis;
 - c) heating is maintained to keep pipes from freezing;
 - d) water supply has been turned off, if feasible;
 - e) existing sprinkler, fire protection and heat or smoke detection systems are maintained in service, if feasible;
 - f) existing intrusion detection systems are maintained in service;
 - g) perimeter doors and accessible perimeter windows are secured;
 - h) existing exterior and interior motion or timed lighting is maintained;
 - i) any debris or hazardous materials, including unnecessary combustibles, pollutants or chemicals are removed; and
 - j) unnecessary electrical equipment is turned off.
2. If the site location where loss or damage occurs has been Vacant for more than 180 consecutive days before that loss occurs and the Covered Agency warrants that the Vacancy Protective Safeguards are being maintained, the Authority will value the loss or damage to property at the location at the lesser of Actual Cash Value, the cost to repair, or the sale value of the property less the value of the land.
3. If the Vacancy Protective Safeguards have not been maintained, the Authority will value the loss or damage at the location at 90% of the lesser of Actual Cash Value, the cost to repair, or the sale value of the property less the value of the land for Property Damage.

I. Builder's Risk for Covered Projects

1. The coverage for a Covered Project shall apply to and be limited to the payment of Property Damage to materials, supplies, machinery, fixtures, equipment (not including construction equipment), and similar property that has become or is intended to become a permanent part of the building(s) or structure(s) while at the project site, in transit to the project site or at a temporary location. Property that is covered by a Covered Project shall not be treated as Personal Property covered by this Memorandum.

2. The coverage provided by this Memorandum for Covered Projects shall be subject to the following conditions and limitations:
 - a) The coverage shall only apply to the Covered Agency and those Additional Covered Parties identified on the endorsement for the Covered Project.
 - b) Covered Projects with a total cost in excess of \$250,000 must be reported to the Authority at least 30 days prior to commencement of construction and such project must be endorsed to this Memorandum pursuant to an endorsement and the payment of the additional contribution based upon the total project cost.
 - c) The Covered Agency shall maintain, as a condition to coverage, the following "Construction Protective Safeguards" at the project site of the Covered Project:
 - i) The site will be enclosed within a six-foot cyclone fence or otherwise secured against access.
 - ii) Site will be fully lighted.
 - iii) Gates or structures will be closed and securely locked during all non-construction hours, including but not limited to nights, weekends and holidays.
 - iv) A working fire hydrant must be within 1,000 feet of any building(s) under construction.

3. The amount payable by the Authority as a result of a Loss Occurrence at a Covered Project shall be subject to the limits for Property Damage along with the following additional sublimits and maximum amount of payment:
 - a) Temporary offsite storage: \$500,000 per Loss Occurrence
 - b) Architects and engineering fees: \$250,000 per Loss Occurrence, but not to exceed 15% of the Covered Project cost
 - c) Plans, blueprints and drawings: \$250,000 per Loss Occurrence
 - d) Valuable Papers: \$250,000 per Loss Occurrence
 - e) Plants: \$50,000 per Loss Occurrence
 - f) Debris removal: 25% of loss up to a maximum \$250,000 per Loss Occurrence
 - g) Pollutant cleanup and removal: \$25,000 per Loss Occurrence and Covered Project aggregate

- h) Preservation of property: \$100,000 per Loss Occurrence and Covered Project aggregate
- i) Extra Expense: \$250,000 per Loss Occurrence

J. **Equipment Breakdown Coverage**

1. The additional optional coverage provided by the Authority for Equipment Breakdown, if selected, is subject to the following additional terms, limitations, restrictions, exclusions and limits:

- a) The limit of coverage in excess of the Member Retained Limit is \$25,000 for any one Equipment Breakdown caused by or resulting from freezing caused by cold weather.
- b) The limit of coverage in excess of the Member Retained Limit, is \$25,000 for excavation made necessary by any one Equipment Breakdown.
- c) The limit of coverage for any one Equipment Breakdown, in excess of the Member Retained Limit, includes the Covered Party's Loss of Revenue and Extra Expense, if shown as covered, that results from an Interruption of Service.
- d) The limit of coverage for any one Equipment Breakdown, in excess of the Member Retained Limit, includes the Covered Party's Expediting Expenses.
- e) The Hazardous Substances limit of coverage for any one Equipment Breakdown, in excess of the Member Retained Limit, is \$250,000.
- f) The limit of coverage for any one Equipment Breakdown, in excess of the Member Retained Limit, includes physical damage to Perishable Goods due to:
 - i) Spoilage that results from an Equipment Breakdown;
 - ii) Spoilage that results from an Interruption of Service; and
 - iii) Contamination from the release of refrigerant, including but not limited to ammonia.
 - iv) Coverage is provided for any necessary expenses you incur to reduce the amount of loss under this coverage to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.
- g) Newly Acquired Locations

- i) All coverages applicable to any scheduled location under this Equipment Breakdown Coverage are extended to a newly acquired location that the Covered Party has purchased or leased during the Memorandum of Coverage Period.
 - ii) This coverage begins at the time the Covered Party acquires the property. As respects newly constructed properties, the Authority will only consider them to be acquired by the Covered Party when the Covered Party has fully accepted the completed project.
 - iii) This coverage ends when any of the following first occurs:
 - (1) This Memorandum of Coverage expires; or
 - (2) The location is incorporated into the regular coverage or another Equipment Breakdown Memorandum of Coverage the Covered Party has.
 - iv) If limits vary by location, the highest limits will apply to newly acquired locations. However, the most the Authority will pay for loss, damage or expense arising from any one Equipment Breakdown, in excess of the Member Retained Limit, is \$5,000,000.
 - v) The Authority will charge additional premium for newly acquired locations from the date the Covered Party acquires the property.
- h) The Equipment Breakdown Reinsurer shall have the right to inspect all Covered Equipment and shall perform jurisdictional inspections required by state or municipality boiler and pressure vessel regulations on said risks: Conditions are not warranted to be safe or healthful. If any inspection discloses Covered Equipment which is found to be in, or exposed to, a dangerous condition, the inspector may suspend coverage for such Covered Equipment. This can be done by mailing or delivering a written notice of suspension to:
- i. The Member's last known address; or
 - ii. The address where the Covered Equipment is located.

Once suspended in this way, the Member's coverage can be reinstated only by an endorsement for that Covered Equipment. If the Equipment Breakdown Reinsurer suspends the Member's coverage, the Member will get a pro rata refund of premium for that Covered Equipment for the period of suspension. But the suspension will be effective even if the Equipment Breakdown Reinsurer has not yet made or offered a refund.

- i) Certain types of equipment will require referral to the Equipment Breakdown Reinsurer pursuant to the Equipment Breakdown Reinsurer's Equipment Breakdown Guidelines for quotation or denial of coverage.

K. Valuations

The following valuations of property are established for the application of all provisions of this Memorandum:

1. Books of account, drawings and other records, card index systems, film, tape, disc, drum, cell and other magnetic recording or storage Media for electronic data processing not to exceed the cost of blank books, blank cards, unexposed or blank film, tape, wire or other materials or recording media, including the cost of research and other expense necessarily incurred by the Covered Agency to reproduce, replace or restore such records and papers.
2. Electronic Data Processing Equipment:
 - a) Payment by the Authority for or on account of Electronic Data Processing Equipment shall be the lesser of:
 - i) the cost to repair the damaged property;
 - ii) the cost to replace the damaged property with comparable replacement property; or
 - iii) the amount the Covered Agency actually spends that is necessary to repair or replace the damaged property.
 - b) However, the Authority will not pay for:
 - i) property that is obsolete or useless to the Covered Agency; or
 - ii) any extra cost if the Covered Agency decides to repair or replace the damaged property with property of a better kind or quality or of a larger capacity.
3. Fine Arts, subject to the sublimits set forth in the Declarations.
4. Tenant improvements and betterments at Actual Cash Value.
5. Motor Vehicles and Mobile Equipment at Fair Market Value.
6. Composite and synthetic surfaces:
 - a) The Authority will pay the amount to repair or replace only that portion of the surface that is damaged; or

- b) If the Covered Agency elects not to repair or replace the damaged part of the surface, the Authority will pay Actual Cash Value of the surface that is damaged.

7. All other property at Replacement Cost.

With respect to any damaged or destroyed property to be valued at Replacement Cost, the Covered Agency must notify the Authority in writing within 180 days of the Loss Occurrence if the Covered Agency intends to repair and/or replace such property. If the Authority does not receive such notice of intent to repair and/or replace, the Authority will pay Actual Cash Value.

- 8. In all circumstances, it shall be the Authority's sole option whether to (i) repair, (ii) replace or (iii) pay the value of the property subject to a Loss Occurrence.
- 9. In the event the Authority pays for new property or provides replacement property for any damaged property, then the damaged property shall become the Authority's property.
- 10. Builder's Risk for Covered Projects:
 - a) The Authority will pay the actual cost of repairing, replacing or rebuilding the Covered Project, whichever is less, with materials of comparable type and quality. The actual cost can include labor, reasonable profit and overhead, provided that these costs are included in the Builder's Risk endorsement. In the event of a Loss Occurrence the value of the property will be determined as of the time of the loss.
 - b) Property in Transit at invoice cost plus shipping charges.

L. Additional Coverages

- 1. Crime Coverage – The Authority offers optional coverage for criminal conduct that is excluded from coverage under this Memorandum. The additional coverage is offered pursuant to and is subject to all of the terms and conditions of the separate insurance policies for such coverage and the Authority is not responsible for such coverage.
- 2. Information/Cyber Security and Privacy Coverage - The Authority offers Information Security and Privacy coverage for Data Breach Mitigation and third party claims. Data Breach Mitigation is excluded from coverage under this Memorandum. The additional coverage is offered pursuant to and is subject to all of the terms and conditions of the separate insurance policy for such coverage and the Authority is not responsible for such coverage until such time that the third-party limits are exhausted.

M. **Member Retained Limit**

1. The Member Retained Limit per Loss Occurrence shall:
 - a) be based upon the same rules of coverage and limitations as provided by this Memorandum;
 - b) include amounts paid by or on behalf of a Member or its Covered Agency to a third party as a result of such Loss Occurrence; and
 - c) exclude third party claims administration costs.
2. The Limit for each Property or Liability Loss Occurrence shall include the Member Retained Limit. The sublimits set forth in the Declarations and this Memorandum shall be exclusive of the Member Retained Limit and will only be paid after the payment of the applicable Member Retained Limit.
3. In the case of the additional coverage for Crime Coverage, the Member Retained Limit shall equal the deductible under the related insurance policies.
4. In the case of the additional coverage for Information/Cyber Security, the Member Retained Limit shall equal the retention under the related insurance policy.
5. The Limit of Coverage per Member set forth in the Declarations includes the Member Retained Limit paid by the Member.

**ARTICLE IV –
EXCLUSIONS**

A. Under Coverage A - Liability, this Memorandum of Coverage excludes:

1. any Liability Damages or Loss Adjustment Expenses related to Employee Benefit Programs, Breach of Contract, Injunctive/Non-Monetary Relief, Special Education Program Rights, and Wage Claim/Loss Adjustment Expense only; except to the extent provided by the sublimits in the Declarations.
2. any Liability Damages or Loss Adjustment Expenses related to Asbestos Claims, except to the extent provided for in the Declarations.
3. Employee wages and benefits, past or future, whether described as back pay, front pay, wage loss, wage premiums, future earnings, loss of income, severance pay, overtime, retirement contribution, or otherwise, and related restitutionary relief, nominal damages or a claimant's attorney's fee and costs; however, claims alleging Wage Claim/Loss Adjustment Expense Only as a result of a Loss Occurrence will receive Loss Adjustment Expense funding pursuant to Coverage A – Liability, Paragraph 2.e.
4. Bodily Injury sustained by any Employee arising out of and in the course of such Employee's employment by the Covered Agency, 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 Liability Damages with (or to repay) someone else because of such Bodily Injury. As respects this paragraph, Bodily Injury does not include mental anguish or emotional distress.

5. any obligation for which a Covered Party may be held liable under any workers' compensation, unemployment insurance, social security or disability benefits law or under any similar law, plan or agreement.
6. In-flight operations of Aircraft with the exception of Unmanned Aerial Systems (UAS) when operated within the curriculum or authorized district operations, and consistent with applicable FAA guidelines. This exclusion includes any loss, liability or obligation arising out of in-flight transportation by emergency civil personnel, U.S. Military, or common carrier. This exclusion does not apply to Aircraft used for instructional purposes while located on property the Covered Agency owns, leases, rents or occupies.
7. the ownership, maintenance, operation, use, loading or unloading of:
 - a) any Watercraft owned or operated by or rented or loaned to any Covered Party, or operated by any person. This exclusion shall not apply to manually powered Watercraft, sailboats under 25 feet in length, powerboats of less than 25 horsepower, charter operators or common carriers, Watercraft owned or operated by the United States Military, houseboats, or Watercraft used by the Covered Agency within its curriculum and specifically endorsed to this Memorandum, or
 - b) any Motor Vehicle or Watercraft, licensed or unlicensed, while participating in any speed contest or off-road recreational activity. This exclusion shall not apply to fire and/or police driving programs.
8. the ownership, maintenance, supervision, use or misuse of any trampoline, except for small rebound devices such as those known as "mini-tramps", "springers" or "gym tramps".
9. the portion of any loss, claim or suit that represents a multiple of compensatory awards, any civil fines, penalties, or punitive/exemplary damages.
10. restitutionary relief or disgorgement based upon or attributable to a Covered Party gaining any profit, advantage or remuneration to which a Covered Party is not entitled.
11. 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.

12. loss, claim or suit:
 - a) for refund of taxes, fees or assessments or failure to collect and/or to assess taxes, fees or assessments;
 - b) arising out of estimates of probable costs or cost estimates being exceeded or faulty preparation of bid specifications or plans, including architectural plans; or
 - c) based upon or alleging failure to procure adequate types or amounts of insurance or bonds.
13. the Liability of a Charter School chartered by a Covered Agency unless such Charter School has been endorsed onto this Memorandum; this exclusion does not apply to liability of a Covered Agency as a result of its chartering or oversight of a Charter School.
14. the actual or alleged use, misuse or loss of funds, grants or appropriations, or for the return of such funds, grants or appropriations for any reason; however, the Authority will pay Loss Adjustment Expenses for any action brought against the Covered Agency seeking resulting Liability Damages.
15. the use, sale or distribution of any Explosives, Fireworks or Pyrotechnic Devices, but this exclusion shall not apply to a covered Loss Occurrence arising out of, or resulting from the use of Explosives, Fireworks or Pyrotechnic Devices during the regular curriculum, or for special occasions approved and authorized by the Covered Agency subject to the Covered Agency taking all prudent risk management precautions and with the responsible Covered Agency's Board approval.
16. any Rodeo activities, except this exclusion shall not apply to activities conducted within the curriculum of the Covered Agency. In no event will coverage be extended to any Rodeo competitions.
17. the failure of performance of contract by any insurer or bond issuer.
18. the failure of any investment program, individual securities or savings program to perform as represented.
19. advice given by a Covered Party in connection with participation or non-participation in securities or savings programs.
20. the return of compensation paid to a Covered Party if a court determines that the payment was illegal.
21. any time element, indirect or consequential loss, claim, or suit of any nature resulting from the ownership, maintenance, use or design of any power and/or energy generation or co-generation facility, whether actively or inactively engaged in the generation of energy and/power. This exclusion does not apply to solar energy panels.

22. Under Coverage A.2.c) - Injunctive/Non-Monetary Claims:
 - a) any Liability Damages or Property Damage; and/or
 - b) any legal fees or costs awarded to the complaining party or paid as part of a settlement; and/or
 - c) any other fees, costs or expenses payable by a Covered Party or Covered Individual other than Loss Adjustment Expenses.
23. Loss Adjustment Expenses not associated with a covered Loss Occurrence for Liability Damages, except as respects the categories of sub-limited Loss Adjustment Expense funding available under Paragraph 2 of Coverage A – Liability.
24. Claims for Bodily Injury under the coverage provided for Errors and Omissions.
25. Bodily Injury arising out of acts of Sexual Abuse/Molestation committed outside this Coverage Period.

B. Under Coverage B - Property, this Memorandum of Coverage does not apply to and no coverage is provided for any Loss Occurrence resulting from or related to any of the following:

1. earth movement by whatever cause, including but not limited to landslide, mud flow, earth sinking, earth rising or shifting; but this exclusion shall not apply to loss from fire or Sprinkler Leakage where the efficient proximate cause of loss is earthquake.
2. flood, waves, tidal water or tidal waves, overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not; however:
 - a) if electrical Covered Equipment requires drying out because of the above, the direct expenses of such drying out will be covered; and
 - b) this exclusion shall not apply to loss caused by sudden and accidental discharge from a water supply line, Automated Sprinkler Systems, sewers or drains.
3. loss resulting from any unexplained, mysterious disappearance, or shortage in Real or Personal Property disclosed upon taking inventory, or by pilferage, appropriation, or concealment due to a fraudulent, dishonest or criminal act of a Covered Party.
4. loss caused by wear and tear, marring or scratching, deterioration, inherent vice, latent defect; rust, mold (wet or dry), contamination, dampness or dryness of atmosphere, changes in or extremes of temperatures; seepage or leakage of water or steam not sudden and accidental; smog, smoke from agricultural smudging or industrial operations; or birds, vermin, rodents, insects or animals.

If loss by water not otherwise excluded ensues, this Memorandum of Coverage shall cover the sums to effect repairs to the Property Damaged, excluding the system or appliance from which the water escaped.

5. artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires. But if artificially generated electrical current results in fire, the Authority will pay for the loss or damage caused by fire.

This exclusion does not apply to the extent that Equipment Breakdown Coverage is provided.

6. explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by the Covered Party or operated under the Covered Party's control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, the Authority will pay for the loss or damage caused by that fire or combustion explosion. The Authority will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

This exclusion does not apply to the extent that Equipment Breakdown Coverage is provided.

7. mechanical breakdown, including rupture or bursting caused by centrifugal force.

This exclusion does not apply to the extent that Equipment Breakdown Coverage is provided.

8. rain, snow or sleet damage to Personal Property in the open.

9. actual work upon, installation or testing of Covered Property, unless loss by fire not otherwise excluded ensues, and then this Memorandum of Coverage shall cover only such ensuing loss.

10. programming errors, which includes the inability of a program to function properly beyond a particular calendar date.

11. damages caused by or resulting from a hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment.

12. the seizure or destruction of property by order of governmental authority. But the Authority will pay for damage or destruction of Covered Property ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Memorandum of Coverage.

13. any settling, cracking, shrinkage, bulging, or expansion of pavements, hardscapes, curbing, buildings, foundations, patios, walkways, driveways, wall, floors, roofs or ceilings.

14. regarding Equipment Breakdown Coverage if provided:
 - a) loss, damage or expense caused directly or indirectly by the following, whether or not caused by or resulting from an Equipment Breakdown: Any fungus, wet rot, dry rot or bacteria, including any presence, growth, proliferation, spread or any activity of fungus, wet rot, dry rot or bacteria. This includes, but is not limited to, costs arising from clean up, removal, or abatement of such fungus, wet rot, dry rot or bacteria. However, this exclusion does not apply to spoilage of Personal Property that is Perishable Goods.
 - b) loss or damage to animals, land, water, trees, growing crops or lawns.
15. Neglect, meaning neglect of the Covered Party to use all reasonable means to save and preserve property at and after the time of a loss, or when property is endangered by a covered peril.

C. Under Coverage B - Property, this Memorandum of Coverage does not apply to and no coverage is provided for the following types of Real Property or Personal Property:

1. accounts, bills, deeds, evidences of debt, money, notes, securities, bullion, stamps, letters of credit, passports, tickets, manuscripts; contraband or property in the course of illegal transportation or trade.
2. walks, roadways or paved surfaces, curbs, piers, bulkheads, wharves or docks, beach or diving platforms, retaining walls not constituting a part of the building; this exclusion does not apply to permanently installed composite or synthetic surfaces used in the Covered Agency's operations.
3. fur, fur garments, jewelry and watches, watch movements, jewels, pearls, precious and semi-precious stones, gold, silver, platinum and other precious metals or alloys.
4. land, land value, cost of grading, excavations or fillings, engineer's fees, water, underground flues, underground foundations, pipes, pipelines, tanks or drains; except as respects Builder's Risk coverage.
5. property while waterborne outside of United States territorial waters.
6. property shipped by mail from the time it passes into the custody of the United States Postal Service or any other common carrier.
7. Electronic Data Processing Equipment or Media caused by electrical surge, or lightning unless at the time of loss there is an Approved Surge Suppression Device installed between said Electronic Data Processing Equipment and any electrical or telecommunications lines.

8. those portions of structures or property under construction, renovation, modernization, repair, reconstruction or installation, except for the coverage provided for Covered Projects.
- D. This Memorandum of Coverage does not apply to and no coverage is provided under Coverage A – Liability or Coverage B – Property for any Loss Occurrence related to or resulting from any of the following:
1. fraudulent conduct; knowing and intentional breach of duty; or willful acts, which are expected or intended to cause damage to property or injury to another.
 2. Real Property that has not been reported to the Authority.
 3. a Loss Occurrence where (and to the extent) the Authority's (a) rights to subrogation have been limited or waived by a Covered Party at any time, unless approval is received from the Authority or it's Manager (b) other rights of recovery against third parties have been limited by the actions or agreements made by a Covered Party after such Loss Occurrence.
 4. claims brought by the members, owners, partners or joint ventures of a government agency (including Members) related to the formation, governance, or operation of such agency.
 5. any voluntary parting with title or possession of any property by the Covered Party or others to whom the property may be entrusted if induced to do so by any fraudulent scheme, trick, device or false pretense.
 6. intentional violation of a penal statute or ordinance committed by or with the knowledge or consent of any Covered Party.
 7. faulty, inadequate or defective:
 - a) planning, zoning, development, surveying, siting, or
 - b) design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction, or
 - c) materials, whether installed or not, used in repair, construction, renovation or remodeling;on or off the Covered Party's premise, except for construction projects within the Covered Agency's curriculum.
 8. actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of Pollutants into or upon land, air, or water, whether indoor or outdoor. This exclusion also applies to any liability or proceedings arising out of any governmental or quasi-governmental or any other person or organizations directions or request that the Covered Party test for, monitor, clean up, remove, contain, treat,

detoxify or neutralize or in any way respond to or assess the effects of Pollutants. This exclusion shall not apply:

- a) if the discharge, disbursement, seepage, migration, release or escape of Pollutants is both sudden and accidental, or
 - b) to injury, damage, or any other liability caused by heat, smoke or fumes from a Hostile Fire.
9. losses arising from an Act of Terrorism as defined under the Terrorism Risk Insurance Act of 2002 as amended by the Terrorism Risk Insurance Extension Act of 2005 and as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2007 and any amendments thereto ("TRIA"), including Acts of Terrorism resulting directly or indirectly from:
- i. the intentional use, release or escape of nuclear materials that directly results in nuclear reaction or nuclear radiation or radioactive contamination at a level sufficient to cause harm to human life, property, or infrastructure; or
 - ii. the intentional dispersal or application of pathogenic biological materials or poisonous chemical materials in a quantity sufficient to cause harm to human life, property, or infrastructure; or
 - iii. the release of pathogenic biological materials or poisonous chemical materials in a quantity sufficient to cause harm to human life, property, or infrastructure, where one purpose of the Act of Terrorism was the intentional release of such materials.

All other forms of "Terrorism" shall be covered herein.

In the event of any change to (including expiration of) TRIA, the definition of "Act of Terrorism" hereunder shall continue to be applied as if no such change had occurred. In the event of the expiration of TRIA, an Act of Terrorism that otherwise meets the definition within Section 102 of TRIA will be deemed certified for purposes of this Memorandum, if adjudged to have been an act of terrorism by the appropriate federal or national law enforcement authority where the act occurred.

10. any guarantee, warranty, or other expressed or implied obligation of any manufacturer or supplier. This exclusion applies whether or not such contractor, manufacturer or supplier is a Covered Party.

ARTICLE V –
GENERAL CONDITIONS

This Memorandum of Coverage is subject to the following conditions.

A. Duties in the Event of a Loss Occurrence

In the event a Covered Party does not comply with these conditions, which causes prejudice to the Authority, the Authority may at its sole discretion deny or limit coverage or any payment otherwise due under this Memorandum.

1. As soon as a Covered Party becomes aware of a Claim or incident that results in or may result in a Loss Occurrence (including those under Coverage A – Liability, Paragraph 2) under this Memorandum, the Covered Party must notify the Authority in writing as soon as possible, but not later than 30 days after the discovery, provided, however, that the following shall be immediately reported to the Authority:
 - a) Loss Occurrences where the costs incurred and reserves established exceed 50% of the Member Retained Limit
 - b) Fatality
 - c) Errors and omissions
 - d) Discrimination
 - e) Spinal cord injury
 - f) Loss of limb
 - g) Serious head injury
 - h) Serious burns
 - i) Disfiguring or permanent injury
 - j) Multiple fractures
 - k) Employment litigation
 - l) Molestation/sexual assault/abuse
 - m) Loss of any senses, e.g. sight, hearing
 - n) Injunctive/Non-Monetary Claim
 - o) Breach of Contract
 - p) Civil rights violation
2. The written notice shall contain particulars sufficient to identify the Covered Party; reasonably obtainable information respecting the time, place, and circumstances of the Loss Occurrence; and where applicable, the names and addresses of the injured, and the names of any witnesses, unless the injured person has requested anonymity pursuant to applicable state or federal statutes or regulations.

3. In the event of any unintentional delay or omission in reporting hereunder, the Authority may at its sole discretion (but shall not be required to) extend the time for reporting, provided, however, that the Covered Party shall be responsible for any prejudice caused to the Authority.
4. If a Claim is made against a Covered Party, the Covered Party shall immediately forward to the Authority every demand, notice, summons or other process received by the Covered Party or its representative.
5. the Covered Party shall cooperate fully in the investigation and defense of any Claim brought against the Covered Party. This includes refraining from any acts that undermine in any way the effective defense of the Claim by the Authority, whether it be through public or private remarks, interviews with the media, or the release of any confidential material.
6. In connection with a Loss Occurrence, the Covered Party must:
 - a) Submit to examination under oath at the Authority's request and give the Authority a signed statement of the Covered Party's answers.
 - b) Provide the Authority, or its designated agents, on a timely basis (but not longer than 120 days) with all available information reasonably requested in connection with a Loss Occurrence, including a detailed statement of the loss.
 - c) With respect to any forgery loss, include with its statement of the loss any instrument involved in that forgery loss, or, if not possible, an affidavit setting forth the amount and cause of loss.
7. The Covered Party shall perform the following:
 - a) notify the appropriate law enforcement authorities if a law may have been broken unless a victim, pursuant to applicable state or federal statutes or regulations, has required anonymity and that law enforcement not be contacted;
 - b) take all reasonable steps to protect the Covered Property from further damage, and keep a record of all expenses necessary to protect the Covered Property, for consideration in the settlement of the Loss Occurrence;
 - c) if feasible, set any damaged property aside and in the best possible order for examination;
 - d) as often as may be reasonably required, permit the Authority to inspect the property proving the loss or damage;
 - e) examine and copy relevant books and records; and

- f) permit the Authority to take samples of damaged and undamaged property for inspection, testing and analysis.

B. The Authority's Option to Defend, Control, and Settle Claims

1. The Authority shall have the option to:
 - a) associate with any Covered Party in the defense of any Claim covered by this Memorandum;
 - b) select and appoint counsel to defend the Covered Party in any Claim covered by this Memorandum;
 - c) control, defend and settle any Claim covered by this Memorandum;
 - d) if the Liability Damages or Property Damage for any Claim appear likely to exceed the Member Retained Limit, require the Member to tender the remaining Member Retained Limit to the Authority and allow the Authority to control, defend and settle such Claim, provided that the Authority shall not settle a Claim within the Member Retained Limit without the approval of the Member, which shall not be unreasonably withheld; and/or
 - e) control, defend and settle any covered Injunctive/Non-Monetary Claim.
2. No Loss Adjustment Expenses or other payment obligation shall be incurred on behalf of the Authority without its prior consent.
3. A Covered Party shall not, except at such Covered Party's own cost, voluntarily make any payment, assume any obligation, make any settlement, or incur any expense other than for such immediate relief as shall be reasonable and necessary at the time of the Claim or Loss Occurrence.
4. A Covered Party shall cooperate with the Authority and, upon the Authority's request, shall assist in making settlements, in the conduct of suits, and in enforcing any right of contribution or indemnity against any person or organization which may be liable to such Covered Party because of a Claim or Loss Occurrence, and such Covered Party shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

C. Conditional Loss Adjustment Expense Funding for Non-Covered Conduct

In the event of a Claim that is based upon alleged conduct that is excluded from coverage under this Memorandum, the Authority may pay Loss Adjustment Expense for such Covered Party until such conduct, on the part of the Covered Party, is established in fact pursuant to a civil or criminal trial or administrative proceeding to be an exclusion under the Memorandum of Coverage.

D. Concealment, Misrepresentation or Fraud

This Memorandum of Coverage is void in any case of fraud by the Covered Party as it relates to this Memorandum of Coverage at any time. It is also void if the Covered Party, at any time, intentionally conceals or misrepresents a material fact concerning:

1. this Memorandum of Coverage;
2. the Covered Property;
3. the Covered Party's interest in the Covered Property; or
4. a claim for coverage under this Memorandum of Coverage.

E. Inspection

The Authority shall be permitted but not obligated to inspect the Covered Party's property and operations at any time. Neither the Authority's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Covered Party or others to determine or warrant that such property or operations are safe or healthful or are in compliance with any law, rule or regulation.

F. Dispute Resolution

1. Any question or dispute concerning the coverage provided by the terms of this Memorandum shall first be resolved by an appeal to the Claims and Coverage Committee and then the Authority's full Board or Executive Committee. In the event this does not produce an acceptable resolution, any claim related to (a) Uninsured/Underinsured Motor Vehicle coverage or (b) a dispute between the Authority and a Member or Covered Agency, shall be resolved exclusively through final and binding arbitration as set forth below. Any other dispute regarding this Memorandum shall be resolved through litigation in the courts located within the county of the official address for the Authority.
2. Arbitration shall be before a single arbitrator at a location selected by the Authority within the county of the official address for the Authority or at such location as the parties to the arbitration may mutually select. The arbitrator shall be an attorney, retired judge or professional with significant experience in the matters relating to the operation of pooled self-insured entities. If the parties cannot agree on the selection of the arbitrator, the Authority shall petition the court for the appointment of a neutral arbitrator. The arbitrator shall apply the California Arbitration Act and

California substantive law, and shall accompany the award with a reasoned opinion. The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages. The prevailing party shall be entitled to an award of reasonable attorneys' fees, costs and expenses. The award will be final and binding and without right to appeal except as provided for in Code of Civil Procedure Sections 1286.2 and 1286.6. A judgment of any court, having jurisdiction may be entered upon the award.

3. Either party to the arbitration may (a) apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved, or (b) without waiving any remedy under this Memorandum, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal or its determination of the merits of the controversy.

In the event that any provision of this Memorandum requirement is held to be void, voidable or unenforceable, the remaining portions shall remain in full force and effect.

G. No Benefit to Bailee

No person or organization, other than a Covered Party, having custody of Covered Property or liability for Covered Property by stipulation in a bill of lading or other contract will benefit from the coverage provided by this Memorandum.

H. Other Coverage

The coverage afforded by this Memorandum of Coverage is excess to any other for which coverage is available to the Covered Party under any insurance contract or self-insurance and such coverage as is afforded under this Memorandum of Coverage shall not apply until all such contracts of insurance or self-insurance are exhausted.

I. Excess Coverage

Permission is hereby granted to procure coverage in excess of the limits stated in the Declarations. Such excess coverage shall not be considered "Other Coverage" for the purpose of the Other Coverage clause.

J. Protective Safeguard

It is a condition of this Memorandum that the Covered Party shall maintain so far as possible within the Covered Party's control such protective safeguards as were in effect at the inception of this Memorandum.

K. Reporting of Additional Property

1. It shall be each Member's obligation to report all Real Property to the Authority. If a Covered Agency acquires an interest in Real Property during the Coverage Period, such Real Property will be covered by this Memorandum if such Real Property is reported to the Authority within 120 days of acquisition. Approval for occupancy must have been received in order to add a newly constructed Building or Structure to Real Property.
2. In the event a Member inadvertently omits an interest in Real Property from its annual statement of covered Real Property, the Authority may at its sole discretion (but shall not be required to) permit such Member to add such omitted Real Property to coverage under this Memorandum provided that (a) the Member promptly reports the Real Property to the Authority upon discovery of the omission, (b) the Member shall pay additional contribution as determined by the Authority, and (c) the Member shall be responsible for any prejudice caused to the Authority as a result of such omission.

L. Signatures

The Authority will treat mechanically reproduced, electronic and facsimile signatures the same as handwritten signatures.

M. Subrogation

1. In the event of any payment under this Memorandum, the Authority shall be subrogated to all the rights of recovery against any person or organization responsible for such Loss Occurrence 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 to prejudice such rights.
2. Recoveries will apply in the following order:
 - a) First, to reimburse any interests that have paid any amount in excess of the Authority's liability, for a covered Loss Occurrence, under the Memorandum of Coverage.
 - b) Then, to reimburse the Authority, for all amounts paid under the Memorandum of Coverage for a covered Loss Occurrence.
 - c) Finally, to reimburse all other interests, including those of the Covered Party with respect to the remaining amounts, if any.

N. US Office of Foreign Assets Control (OFAC)

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorists organizations; and
- Narcotics traffickers;

As "Specialty Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that any insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

ARTICLE VI – DEFINITIONS

Actual Cash Value means the purchase price or Fair Market Value of an item at the time of its acquisition, minus depreciation over the expected useful life of such property.

Additional Covered Party means any person or other legal entity to whom or to which the Covered Agency is obligated by a written contract to provide coverage such as is afforded by this Memorandum and that is endorsed to this Memorandum.

Administration means the following acts authorized by the Covered Agency:

1. giving counsel to Employees with respect to the Employee Benefit Programs;
2. interpreting the Employee Benefit Programs;
3. handling of records and processing of claims in connection with the Employee Benefit Programs; and
4. effecting enrollment, termination or cancellation of employees under the Employee Benefit Programs.

Aircraft means a vehicle designed to operate principally in the air.

Approved Surge Suppression Device means a surge suppression device that is Underwriters Laboratory (UL) listed and that bears any of the following words or abbreviations:

1. Transient Voltage Surge Suppressor or TVSS,
2. Uninterruptible Power Supply or UPS, or

3. secondary protector for communications circuits.

Asbestos Claim means a Claim arising, directly or indirectly, out of exposure to asbestos or products containing asbestos, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such liability.

Authority means Northern California Regional Liability Excess Fund, a joint powers authority formed by its Members for the purpose of providing property and liability programs.

Automatic Sprinkler System means:

1. Any automatic fire protective or extinguishing system, including connected:
 - a) sprinklers and discharge nozzles,
 - b) ducts, pipes, valves and fittings,
 - c) tanks, their component parts and supports, and
 - d) pumps and private fire protection mains.
2. When supplied from an automatic fire protective system:
 - a) non-automatic fire protective systems and
 - b) hydrants, standpipes and outlets.

Auxiliary Organization means an organization or group formed specifically as a pupil or district support, or fund raising organization, and in accordance with Education Code {51520-51521} and/or Education Code {72670-72682} and Code of Regulations, Title 5 {59255-59272}. Auxiliary/Foundation organizations must be sanctioned by a Covered Agency and endorsed to this Memorandum. Booster clubs are not included in this definition.

Backup of Sewers or Drains means damage caused by the blockage and subsequent overflowing of plumbing lines designed to remove sewer and waste water.

Bodily Injury means bodily injury, sickness, emotional distress or disease sustained by any person, including death at any time resulting therefrom. Bodily Injury does not include such injuries arising out of acts of Sexual Abuse/Molestation committed outside this Coverage Period.

Booster Club means an organization that is formed to support an associated club, sports team or program.

Breach of Contract means the breach by the Covered Agency of a written or oral agreement with a third party, other than an employment contract, regardless of the theory of liability asserted.

Building means a permanent structure with walls and a roof that is affixed to a permanent site and capable of occupancy, including portable or modular structures that have been installed.

Charter School means a school established in accordance with the provisions of California Education Code Sections 47605 through 47608. A Charter School is not a Covered Party unless it is

endorsed onto the Memorandum.

Claim means a legal action, demand or claim for compensation, damages or other relief, filed or made against a Covered Party.

Combined Single Limit means the maximum amount payable per Loss Occurrence which is the sum of (i) the Member Retained Limit, (ii) the amount of loss retained by the Authority, (iii) the amount payable by SAFER to the Authority on account of such Loss Occurrence, and (iv) amounts received by the Authority from other insurers or reinsurers on account of such Loss Occurrence, but not to exceed the maximum amount set forth in the Declarations.

Coverage Period means the period of time as set forth in the Declarations.

Covered Agency means the Member and the other public agency or agencies listed on the Declarations, including any Charter School that is endorsed to this Memorandum by such public agency.

Covered Equipment means:

1. Covered property owned by a Covered Agency or for which the Covered Agency is legally responsible:

that generates, transmits or utilizes energy; or which during normal usage, operated under vacuum or pressure, other than the weight of its contents.

Covered Equipment may utilize conventional design and technology or new or newly commercialized design and technology.

2. None of the following is Covered Equipment:

- a) structure, foundation, cabinet or compartment;
- b) insulating or refractory material;
- c) sewer piping, any underground vessels or piping, any piping forming a part of a sprinkler or fire suppression system or water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
- d) Motor Vehicle and Mobile Equipment; or
- e) Electronic Data Processing Equipment.
- f) satellite, spacecraft or any equipment mounted on a satellite or spacecraft;
- g) dragline, excavation or construction equipment; or
- h) equipment manufactured by a Covered Party for sale.



Covered Individual means:

1. persons who are past or present elected or appointed officials, Employees or Volunteers of the Covered Agency, while acting for or on behalf of the Covered Agency, including while acting on outside boards at the direction of the Covered Agency. However, Covered Individual does not include any person whom the Covered Agency has refused to defend pursuant to Government Code section 995.2; provided, however, that the Authority will treat such person as a Covered Individual if the person is subsequently held to be entitled to recover from such Covered Agency under Government Code section 996.4.
2. Covered Agency's students while acting solely within the scope of their duties while enrolled in the Covered Agency's curriculum to provide services to third parties.
3. for purposes of Motor Vehicle liability, the permissive driver of any of the Covered Agency's Motor Vehicles.

Covered Party means:

1. a Covered Agency; or
2. an Auxiliary Organization; or
3. a Covered Individual; or
4. the Authority itself; or
5. an Additional Covered Party.

Covered Project means a project by a Covered Agency to construct, renovate, repair, modernize or reconstruct property that is Real Property or is intended to become Real Property covered by this Memorandum and subject to such project:

1. having a total project value or cost no greater than \$250,000; or
2. being a project with a total project value or cost in excess of \$250,000 that has been specifically endorsed on to this Memorandum.

Covered Property means any Real Property or Personal Property covered by this Memorandum.

Data means information or instructions stored in digital code capable of being processed by machinery.

Declarations means the declarations approved and issued by the Authority to evidence the coverage provided to the Member pursuant to this Memorandum.

Earthquake means a series of vibrations induced in the earth's crust by the abrupt rupture and rebound of rocks in which elastic strain has been slowly accumulating.

Electronic Data Processing Equipment means electronic computers and peripheral equipment used in conjunction with such computers. Data Processing Equipment does not mean any of the following:

1. equipment used to provide building utility service, other than communications or data processing;
2. equipment used to manufacture products other than Data; or
3. equipment used to provide a service other than Data processing or communications.

Employee means any natural person:

1. while in the Covered Agency's service and
2. whom the Covered Agency compensates directly by salary, wages or commissions and
3. whom the Covered Agency has the right to direct and control while performing services for the Covered Agency.

However, Employee does not mean any agent, broker, independent contractor of the Covered Agency.

Employee Benefit Program means any group life insurance, group accident or health insurance, retirement plans, workers' compensation, unemployment insurance, social security and disability benefits insurance or any other similar plan provided in whole or in part by the Covered Agency.

Equipment Breakdown means a fortuitous event resulting in direct physical damage to Covered Equipment caused by:

1. mechanical breakdown including rupture or bursting caused by centrifugal force;
2. artificially generated electrical current; including electric arcing, that disturbs electrical devices, appliances or wires;
3. explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by the Covered Party, other than combustion explosion;
4. an internal event inside steam boilers, steam pipes, steam engines or steam turbines that damages such equipment;
5. an internal event inside hot water boilers or other water heating equipment that damages such equipment; or
6. bursting, cracking or splitting.

Equipment Breakdown Reinsurer means the reinsurer of the Equipment Breakdown coverage offered by and through the Authority.

Errors and Omissions means:

1. an actual or alleged misstatement, misleading statement, act, omission by a Covered Party, individually or collectively, in the discharge of their duties for the Covered Party or any matter claimed against them solely by reason of their being or having been public employees
2. neglect or breach of duty including misfeasance, malfeasance or non-feasance by a Covered Party, individually or collectively, in the discharge of their duties for the Covered Party or any matter claimed against them solely by reason of their being or having been public employees;
3. malpractice actual or alleged in conjunction with any medical activities but only as excess to any other existing coverage.

Expediting Expenses, as regards Equipment Breakdown Coverage, means the reasonable extra cost to make temporary repairs, and expedite permanent or permanent replacement.

Explosives, Fireworks or Pyrotechnic Devices means any combination of materials, which, by the agency of fire, electricity or chemical, produce an audible, visual, mechanical or thermal effect designed and intended to be useful for industrial, agricultural, personal safety, entertainment or recreational purposes.

Extra Expense means the reasonable and necessary additional costs incurred by the Covered Agency in order to continue, as nearly as possible, the normal conduct of the Covered Agency's operations had a Loss Occurrence not occurred, until the Covered Agency's operations are restored to a condition comparable to the condition prior to the Loss Occurrence.

Fair Market Value means the cost to replace Covered Property in an open market with substantially comparable property.

Fine Arts means paintings, tapestries, statuary, marbles, bronzes, antique furniture, rare books, antique silver, porcelains, rare glassware, bric-a-brac, and other articles of art, rarity, or antiquity.

Hazardous Substances, as regards Equipment Breakdown Coverage, means the additional cost to repair or replace Covered Property, including the additional expenses to clean up or dispose of such property, because of contamination by a substance that is hazardous to health or has been declared to be hazardous to health by a governmental agency. Hazardous Substances does not include contamination of Perishable Goods by refrigerant, including but not limited to ammonia.

Hostile Fire means a fire which becomes uncontrollable or breaks out from where it was intended to be.

In-Flight means the period from the time the Aircraft moves forward in taking off or in attempting to take off until it has completed its landing.

Injunctive/Non-Monetary Relief means a Claim against a Covered Agency or Covered Individual seeking non-monetary recourse, relief or redress, and which does not include a demand for the payment of damages caused to other third parties, other than the payment of legal fees and costs awarded to the complaining party or its legal counsel.

Interruption of Service, as regards Equipment Breakdown Coverage, means an Equipment Breakdown to equipment, including overhead transmission lines, that is owned by a utility, landlord, a landlord's utility or other supplier who provides the Covered Party with any of the following services: electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water, steam, internet access, telecommunications services, wide area networks or data transmission. The equipment must meet the definition of Covered Equipment except that it is not Covered Property.

Interruption of Service does not include an Equipment Breakdown caused by or resulting from: fire; lightning; windstorm or hail; explosion except as provided under Equipment Breakdown Coverage; smoke; aircraft or vehicles; riot or civil commotion; vandalism; sprinkler leakage; falling objects; weight of snow, ice or sleet; freezing; collapse; flood or earth movement.

No failure or disruption of service will be considered to qualify as an interruption of service until the failure or disruption exceeds 24 hours immediately following the accident.

Liability Damages means compensation payable to third parties resulting from covered Claims for Bodily Injury, Property Damage, Personal Injury, Errors and Omissions and/or Wrongful Acts.

Loss Adjustment Expenses means:

1. all expenses incurred in connection with the investigation, adjustment, defense, mediation, settlement, arbitration and/or litigation in connection with a Loss Occurrence, including fees and expenses incurred by a Covered Party's defense counsel, a Covered Party's expert fees, duplication and court reporter costs, court costs (but not including a plaintiff's attorneys' fee award or expenses unless awarded as to a covered Loss Occurrence for Liability Damages), interest on judgments, and premiums on bonds, and
2. expenses sustained to obtain recoveries, subrogation, salvages or other reimbursements, or to secure the reverse or reduction of a verdict or judgment.

Loss Adjustment Expenses shall not include the salaries of the Covered Agency's employees, or its claims administrator's employees, in adjusting specific claims or suits nor shall Loss Adjustment Expense include expenses associated with any investigation required by code, statute or law on behalf of a Covered Party employer.

Loss Occurrence means:

1. For Coverage A – Liability: an accident or event, including continuous or repeated exposure to conditions, which results in a Claim for Liability Damages or the payment of Loss Adjustment Expenses pursuant to this Memorandum.
2. For Coverage B – Property: the predominant cause of (a) physical injury to, (b) direct physical loss of, or (c) destruction of tangible property resulting in the loss of use of such tangible property. For coverage to apply, the predominant cause must not be excluded by this Memorandum.

Loss of Revenue means those sums that the Covered Agency would have received had a Loss Occurrence not occurred, but excluding any local, state or federal funds whatsoever.

Manager means Keenan and Associates as defined by the Management Services Agreement

Media means all forms of electronic, magnetic and optical tapes and discs for use in any electronic computer or Electronic Data Processing Equipment.

Member means the public agency that is a member of the Authority pursuant to the terms of a joint powers agreement.

Member Retained Limit or MRL shall mean the amount per Loss Occurrence, for each type of coverage set forth in the Declarations that shall be retained and paid by a Member before coverage is provided by this Memorandum.

Memorandum of Coverage or Memorandum means this contract between the Authority and the Member.

Mobile Equipment means any of the following types of land vehicles, whether self-propelled or not, including attached machinery or equipment: bulldozers, farm machinery, forklifts, crawler tread vehicles, power cranes, shovels, loaders, diggers or drills, graters, scrapers or rollers, snow removal equipment, street cleaning equipment, and any other vehicles designed for use principally off public roads. However, Mobile Equipment does not include Motor Vehicles.

Motor Vehicle means a land motor vehicle, trailer or semi-trailer, subject to motor vehicle registration and designed for use principally on public roads.

Newly Acquired Location means property which is either purchased by the Covered Agency or in which the Covered Agency acquires a coverable interest during the Coverage Period, and is reported to the Authority within 120 days of acquisition.

Occupying means in, upon, getting in, on or off.

Off-Site Property means Personal Property not located within 1,000 feet of the Covered Agency's Real Property that is being used by or for the benefit of the Covered Agency or its curriculum.

Perishable Goods, as regards Equipment Breakdown Coverage, means Personal Property maintained under controlled conditions for its preservation, and susceptible to loss or damage if the controlled conditions change.

Personal Injury means:

1. false arrest, willful detention, 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
4. discrimination or violation of civil rights, not intentionally committed by or at the direction of the Covered Party
5. Assault and Battery committed in defense of a person or property and

6. Sexual Harassment, but only as to liability of the Covered Agency.

Personal Property means tangible items, other than Real Property, that are located in or on the Covered Agency's Real Property or within 1,000 feet of the Covered Agency's Real Property, along with Motor Vehicles and Mobile Equipment being used by or for the benefit of the Covered Agency or its curriculum, wherever located.

Personal Property of Others means Personal Property owned by a third party other than the Covered Agency, that is in the custody of the Covered Agency and for which the Covered Agency is legally liable.

Plants means organisms capable of photosynthesis that have a stem, leaves, roots and sometimes flower and grow in soil or water, including shrubs and trees.

Pollutants means any solid, liquid, gaseous or thermal irritant, contaminant or hazardous substance, including smoke, vapors, soot, fumes, acids, alkalis, chemicals, waste material, and spores or other byproducts or components of mold, fungi, bacteria or viruses. Waste material 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 Hostile Fire.

Preservation of Property means movement of property from a Covered Project to protect it from loss or damage:

1. while it is being moved or while temporarily stored at another location; and
2. only if the loss or damage occurs within 30 days after the property is first moved.

Property Damage means the sums incurred or payable to repair or replace Real Property or Personal Property as a result of a Loss Occurrence.

Property in Transit means Personal Property not located within 1,000 feet of the Covered Agency's Real Property that is being moved from one location to another.

Real Property means completed Buildings and Structures, including their permanently installed fixtures, machinery and equipment. Real Property does not include Buildings and Structures under construction, unless the project is a Covered Project.

Rental Payment Interruption means those sums that a Covered Agency would have received had a Loss Occurrence not occurred for use and occupancy financial lease payment obligations of the Covered Agency required by lease purchase agreements or similar.

Replacement Cost means the cost to replace Covered Property in an open market with substantially comparable new property.

Rodeo means any exhibition of cowboy skills, such as bronco riding, calf roping, or a roundup, steer wrestling, Brahma bull riding or the use of any mechanical rodeo apparatus.

SAFER means the Schools Association For Excess Risk, a joint powers authority of which the Authority is a member.

Sexual Abuse/Molestation includes all sexual abuse of a minor as defined by the Child Abuse and Neglect Reporting Act, including, but not limited to, sexual assault/battery, lewd and lascivious acts, or molestation.

Special Education Rights means an appeal pursuant to 20 USC 1415 of an Office of Administrative Hearings final decision concerning free and appropriate public education rights.

Sprinkler Leakage means leakage or discharge of any substance from an Automatic Sprinkler System.

Structure means a tangible item built or constructed on, and attached to, land. Structures include fencing and enclosures, garages, gazebos, greenhouses, kiosks, sheds and utility buildings.

Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Transmission & Distribution Lines means electrical transmission or distribution lines that are (i) owned by the Covered Agency, (ii) located on or in the Real Property of the Covered Agency, and (iii) used in connection with the business or operations of the Covered Agency. Transmission & Distribution Lines does not include off premises, poles, towers, underground lines, or overhead lines used for electrical transmission or distribution.

Uninsured/Underinsured Motor Vehicle means a Motor Vehicle:

1. for which the sum of all available liability bonds, self-insurance or insurance policies at the time of a Loss Occurrence is less than the Uninsured/Underinsured Motor Vehicle coverage limits stated in the Declarations; and
2. that collides with a Motor Vehicle that a Covered Individual is Occupying at the time of the Loss Occurrence.

Vacant means a site location at which less than 30% of the total square feet of Real Property at the site is: 1) used by the Covered Agency to conduct customary operations and/or 2) rented to a lessee or sub-lessee and used by the lessee or sub-lessee to conduct its customary operations.

Valuable Papers or Records means papers or records, including those which exist on electronic or magnetic media, that have been lost or damaged for which duplicates do not exist.

Volunteer means a natural person who has been authorized or approved by a Covered Agency to perform specific duties for such Covered Agency.

Wage Claim/ Loss Adjustment Expense Only means a Claim seeking solely to recover front and/or back wages or benefits against a Covered Party as a result of a Loss Occurrence

Watercraft means a vessel designed to transport persons or property in, on or through water.

Wrongful Acts mean:

1. actual or constructive termination of an employment relationship in a manner which is against public policy or in breach of an employment contract, written or implied or breach of the covenant of good faith and fair dealing in the employment contract; and
2. negligent or wrongful evaluation, wrongful demotion, wrongful discipline, failure to promote, failure to grant tenure, or wrongful deprivation of career opportunity.

MEMORANDUM NUMBER: NCR 01702-16

EFFECTIVE DATE: 07/01/18

COVERED PARTY: **CENTRAL VALLEY SCHOOLS JPA** and Primary Charter School:

In consideration of Waived additional premium, coverage is hereby amended as follows:

Grantline – Leased:

Added (1) One New Building (SPECS #2)

Real Property Value: \$46,950

Total Increase in TIV: \$46,950

Pro-Rata Factor: 1.000

Property Contribution: Waived

Endorsement Number: 4
Issued: 07/30/18

MEMORANDUM NUMBER: NCR 01702-16

EFFECTIVE DATE: 07/01/18

COVERED PARTY: CENTRAL VALLEY SCHOOLS JPA and Discovery Charter School

The following organization is hereby added as an Additional Covered Party:

TRACY LEARNING CENTER, INC

Endorsement Number: 1

MEMORANDUM NUMBER: NCR 01702-16

EFFECTIVE DATE: 07/01/18

COVERED PARTY: CENTRAL VALLEY SCHOOLS JPA and Millennium Charter School:

The following organization is hereby added as an Additional Covered Party:

TRACY LEARNING CENTER, INC

Endorsement Number: 2

MEMORANDUM NUMBER: NCR 01702-16

EFFECTIVE DATE: 07/01/18

COVERED PARTY: CENTRAL VALLEY SCHOOLS JPA and Primary Charter School:

The following organization is hereby added as an Additional Covered Party:

TRACY LEARNING CENTER, INC

Endorsement Number: 3

Tracy Learning Center

Teacher

Job Description

Scope of Responsibility

Teachers are expected to be prepared and adequately credentialed. For the level of teaching assignment. Teachers can be hired as: interns, preliminary, or clear teachers. They have an area of expertise and know how to effectively instruct, manage the classroom, work with students and parents and peers. They follow all expectations identified by the learning director and understand the importance of duties as well as teaching assignments.

Competence Required

Tracy Learning Center Teachers shall have the following competence:

- a. The ability to work with a supervisor and Director of a designated school phase
- b. The ability to design integrated, project based curriculum lesson plans.
- c. Aware of the medical, psychological, and social-emotional aspects of students
- d. Effective use technology for curriculum lesson development and instruction
- e. Able to design appropriate assignments and classroom routines
- f. Able to analyze student growth and skill development to ensure appropriate instruction
- g. Able to demonstrate excellence in instructional strategies that effectively support student learning
- h. Regular and prompt attendance of all assigned duties as well as classroom assignments

Qualifications

- Bachelor Degree and a valid California credential and Subject Authorization
- Valid California identification
- Subject expertise
- Ability to teach from a non-textbook curriculum
- Ability to work well as a team with peers, parents and students
- Experience desired

Job Specific Components

A Tracy Learning Center Teacher shall perform such tasks as are assigned by the Learning Director. The teacher is required to undertake but not be limited by some or all of the tasks listed below. These tasks may vary from time to time.

- a. Provide direct instruction for groups of students in order to provide customized instruction that meets the students learning needs and that adheres to the designed curriculum benchmarks
- b. Effectively teach the assigned classes and students
- c. Monitor student progress and follow curriculum
- d. Work with the Learning Director to ensure adherence to the school curriculum and to analyze student growth
- e. Perform all assigned duties
- f. Communicate effectively with peers and with students and parents
- g. Maintain a tidy and organized classroom
- h. Perform other duties as assigned

**Tracy Learning Center
Job Description**

Position Title: Office Receptionist for Preschool

Position Summary:

The office receptionist is responsible for phones, parents in the office, filing, attendance confirmation and sorting the office mail. Assisting with parents who only speak Spanish is an important piece of this position. The position is 235 days, 8 hours per day.

Essential Functions:

- Receptionist for the office
- Working with parents who only speak Spanish in the office and for IEPs and Parent Conferences
- Filing all tests, reports for students
- Calling students' homes regarding unaccounted for absences
- Sorting office mail daily
- Reports to the preschool director for other assigned duties

Education:

Ability to speak Spanish fluently in addition to English

Office management skills

Public relationship skills

Qualifications:

1. Knowledge of Attendance Software (TK)
2. Operates standard office equipment
3. Effective communication skills
4. Efficient and effective
5. Good problem solving skills
6. Excellent filing skills

5/1/18

**Tracy Learning Center
Job Description**

Position Title: Office Assistant

Position Summary:

The office assistant supports the work of the Executive Director Assistant with the phones, parents in the office, filing, attendance confirmation and sorting the office mail. Assisting with parents who only speak Spanish is an important piece of this position. The position is 215 days, 8 hours per day.

Essential Functions:

- Backup receptionist for the office
- Working with parents who only speak Spanish in the office and for IEPs and Parent Conferences
- Calling students' homes regarding unaccounted for absences
- Sorting office mail daily
- Other duties needed in the office

Education:

Ability to speak Spanish fluently in addition to English

Office management skills

Public relationship skills

Qualifications:

1. Knowledge of Attendance Software
2. Operates standard office equipment
3. Effective communication skills
4. Efficient and effective organizational skills
5. Good problem solving skills
6. Excellent filing skills

5/1/18

Tracy Learning Center JOB DESCRIPTION

Position Title: Learning Guide

Position Summary:

Under general supervision of an assigned master teacher the Learning Guide will serve as an assistant to teachers by aiding in the supervision and training of students and assisting in the preparation and assembling of teaching materials. **The Learning Guide will work 215 days per school year for a daily 8.5 hour assignment with a half hour (30 minutes) lunch (non-paid) and two paid 10 minute breaks. One break in the morning and one in the afternoon. These breaks will be worked out according to individual schedules.** Once a month the Learning Guide will be expected to attend a staff/team meeting from 4:00pm to 5:00pm.

Essential Functions:

1. Regularly performs tasks requiring the exercise of unique skills with minimal teacher supervision.
2. May possess expertise or knowledge, which permits exercise of personal initiative.
3. Assists teachers with the supervision and training of students in a unique instructional environment such as a demonstration center.
4. Prepares instructional materials.
5. Assists with various class projects.
6. Assists teachers in running instructional programs.
7. Prepares graphic and written teaching materials.
8. Operates audiovisual equipment, duplicating equipment, computers
9. Grades papers and tests.
10. Maintains records and designated files.
11. Prepares a wide variety of materials including correspondence, memos, reports and notices, which may require data entry.
12. Helps individual students with specific problems.
13. Maintains regular and prompt attendance in the workplace.
14. Performs other related duties as assigned.

Education and Experience:

Ability to carry out oral and written directions, read, writes and speaks at a level sufficient to fulfill the duties. Some college units' required, or equivalent certificate, or equivalent experience in an appropriate discipline desired: expertise in specific program requirements may serve in lieu of education requirement; two years experience in the care and supervision of children.

Skills and Qualifications:

1. Knowledge of English usage, grammar, spelling, punctuation, and vocabulary
2. Ability to assist with supervision of learning activities
3. Ability to work independently on own initiative
4. Ability to operate standard office and instructional equipment
5. Ability to maintain cooperative working relationships with those contacted in the course of work
6. An interest in pursuing a career in education.

Work Environment:

Employees in this position will be required to work indoors and outdoors in various weather during the course of the required work schedule.

5/1/18

Tracy Learning Center

Learning Director

Job Description

Scope of Responsibility

Assigned to a specific school or phase. Coordinate the implementation of the curriculum, meets to support staff to ensure quality implementation of the curriculum and instructional strategies for different learning levels. Works as the assigned leader for daily operations of the specific school or phase under the direction of the Executive Director, who is ultimately responsible for the school.

Competence Required

Tracy Learning center directors shall have the following competence:

- The ability to work as a leader for a designated school or phase
- The ability to design integrated project based curriculum
- Knowledgeable of the needs of student learners at the specific level
- Effective use of technology for curriculum and instruction
- Excellence as a leader and educator
- Able to conduct effective school or phase meetings
- Able to analyze data for skill and content mastery
- Able to work effectively with teachers assigned to the school or phase
- Able to observe and provide constructive feedback to teachers within the phase or school.

Qualifications

- Bachelor Degree
- Valid California Certificate for teaching and administration
- Minimum of five years of teaching
- Expertise in curriculum, instructional strategies, assessment

Job Specific components

A Tracy Learning Center Learning Director shall perform such tasks that are assigned by the Executive Director. The Director is required to undertake but not be limited by some or all of the tasks listed below.

- **Provide direct instruction for specific groups of students in order to provide customized instruction that meets the students learning needs and that adheres to the designed curriculum standards**
- **Assigned as a full time teacher in the school or phase**
- **Lead a designated school of teachers, staff, parents and students**
- **Monitor the students progress and placement in the assigned phases or school**
- **Work with the Executive Director to ensure adherence to the school curriculum and ensuring the analyzing of student data.**
- **Coordinate and attend IEP or SST meetings for the phase**
- **Attend weekly Executive Director meetings for Directors**
- **Other duties as assigned**

5/1/18

TRACY LEARNING CENTER JOB DESCRIPTION

Position Title: Food Service Worker

POSITION SUMMARY:

Preparation, packaging and service of all food items prepared in T.L.C. kitchen. Maintain a sanitary work place and follow all guidelines set by Director of Food Services, friendly and prompt customer service. **Food workers will work 215 days per school year for a daily Full time or part time assignment. Part time (5 or less hours) are entitled to a ten minute paid rest period. Full time food workers (8.5 hours) are entitled to a half hour (30 minutes) lunch (non-paid) and two paid 10 minute breaks. One break in the morning and one in the afternoon. These breaks will be worked out according to individual schedules.**

ESSENTIAL FUNCTIONS:

1. Preparation of food and serving or packaging of food to food service customers.
2. Organize and maintain work area.
3. Work cohesively with coworkers.
4. Store all food items properly.
5. Friendly and prompt customer service.
6. Maintain efficient and sanitary practices in food preparation and work areas.
7. Attends meetings and training as directed.
8. Assist in preparation for special events.

EDUCATION AND EXPERIENCE:

1. High school diploma required
2. Communicate effectively both orally and in writing

PHYSICAL REQUIREMENTS:

Employees in this position must have the ability to:

1. Stand for extended periods of time
2. Stand, walk, and bend over, reach overhead, grasp, push, pull and move, lift and or carry up to 50 pounds to waist height.
3. Hear and understand speech at normal levels.
4. Speak so that others may understand at normal levels.

WORK ENVIRONMENT:

Employees in this position may work in serving lines that may be indoor and/or outdoor; exposed to moderate noise levels from food service equipment, cafeterias and/or exhaust fans.

5/1/18

Tracy Learning Center

Executive Director

Job Description

Scope of Responsibility

Tracy Learning Center is composed of three charter schools. The Executive Director is responsible for the curriculum, instruction, hiring and student discipline for all three-charter schools. The Executive Director reports to the Governing Board serving as the CEO and the CFO.

Competence Required

Tracy Learning Center Executive Director shall have the following competence:

- a. The ability to implement a dynamic vision for the school
- b. The ability to design project based, integrated curriculum for K-12
- c. Knowledge of the medical, psychological, and social-emotional aspects of students
- d. Excellence as a learning facilitator and instructor
- e. Able to plan and design professional development
- f. Analyze student progress and teacher performance
- g. Coordinate all aspects of curriculum and instruction for the three charter schools
- h. Develop budgets and financial plans for the schools
- i. Hire, evaluate and supervise staff
- j. Coordinate the efforts of the lead teachers as responsible leaders

Qualifications

- Masters Degree
- Valid California Certificate as a teacher and administrator
- Subject expertise, curriculum development expertise
- Proof of contribution to profession such as research, publications, university teaching or presentations
- Proven effectiveness as a leader
- Minimum five years Administrative experience at a variety of levels

Job Specific Components

The Executive Director serves as the instructional leader for the entire operation k-12. The Executive Director is responsible for student and staff performance and student success.

- a. Carry out the policies of the Governing Board
- b. Develop a successful implementation plan for shared leadership among the master/lead teachers
- c. Monitor the student progress and placement of students within schools and coordinate efforts with extension educational opportunities
- d. The ability to work collaboratively with the TLC staff and Governing Board
- e. Perform supervision/facilitation tasks related to the schools-
- f. Plan the staff development sessions
- g. Provide curriculum leadership for developing all school curriculum and extension curriculum courses.
- h. Coordinate and support the efforts of the staff
- i. Set the vision for the school culture
- j. Direct all shared leadership roles
- k. Serve as the financial officer for the schools
- h. Perform other duties as assigned
- i. Ensure that all requirements of the Charter are met
- j. Provide administrative support services for instruction, business, and human Resources

TRACY LEARNING CENTER

JOB DESCRIPTION

Position Title: Director of Human Resources

Position Summary:

Under the supervision of the Executive Director serves as the Director of Human Resources of the Tracy Learning Center; to perform complex and responsible record keeping in all aspects related to Human Resources, collaborates and communicates with the Payroll Manager regarding payroll related issues. The position is 215 days, 8 hours per day per school calendar year.

Essential Functions

- Reviews & ensures current relevancy of employee credentials
- Responsible for ensuring that each new employee is Fingerprinted / background check
- Responsible for maintaining employees current TB's/CPR-First Aid
- Maintains all employee file folders (2 files for each)
- Enter all Data entry for all employees in Aeries
- Employee CBEDS
- Maintains records and prepares notices and documents related to employment contracts, assignments, employment status, resignations, leaves of absence, job performance evaluations.
- Tracks employee absences and obtains coverage
- Responsible for the upkeep of employee attendance cards
- Responsible for hiring and maintaining substitutes
- Oversees BTSA and Induction programs
- Responsible for processing all employee health forms
- Responsible for processing all FSA, 403B & 457 plans
- Responsible for recruitment, promotional opportunities and termination procedures
- Responsible for unemployment claims
- Responsible for employment verifications
- Revises and updates job descriptions
- Primary liaison with Health Insurance Brokers / Employee Benefits
- Responsible for keeping current Employee Handbook and contract
- Keeps current labor law posters
- Attends annual CCAC conference, HR webinars, and other related conferences
- Primary liaison for School's Insurance for Workman's comp & Liability
- Actively recruits exceptional employees
- Supports the first year of new teachers entrance into the culture of Tracy Learning Center

Education and Experience:

Ability to carry out oral and written directions, read, writes, and speaks at a level sufficient to fulfill the duties to be performed. Administrative credential. Knowledge certification and various teaching permits. Knowledge of health benefits, FSA, 403B/457 retirement plans.

Skills and Qualifications:

1. Knowledge of Public School Labor Laws
2. Knowledge of, STRS/PERS and health insurance
3. Knowledge of state credential requirements
4. Knowledge of CLAD/NCLB requirements

5. Knowledge of teacher assignments
6. Ability to perform responsible administrative work requiring speed and accuracy, multi-tasking, independent decisions, independent judgment and strong interpersonal skills.
7. Ability to maintain cooperative working relationships with those contacted in the course of work
8. Ability to keep all confidential staff related issues confidential
9. Knowledge of intermediate to advanced elements of correct English usage, grammar, spelling, punctuation and vocabulary
10. Ability to use standard office equipment, fax, copier, scanner, intermediate computer skills

5/1/18

TRACY LEARNING CENTER JOB DESCRIPTION

DIRECTOR OF TECHNOLOGY

Title: DIRECTOR OF TECHNOLOGY

Works under the supervision of the Executive Director. Responsible for implementing and maintaining all Tracy Learning Center software and hardware.

NATURE OF WORK

The Director of Technology is primarily concerned with the development, implementation, operation, monitoring, and evaluation of the technology program for the school. This individual provides leadership in identifying hardware and software purchases, ensuring that they are consistent with the school system instructional technology plan and state technology guidelines. The employee coordinates, and may deliver, staff development on technology competencies needed for teaching at the Tracy Learning Center.

ILLUSTRATIVE EXAMPLES OF WORK

- Provides leadership for short- and long-range planning for all technology initiatives: vision, goals, program objectives/strategies/activities, infrastructure, staffing, training, evaluation, budgeting, and collaboration with others.
- Plans, develops, and implements an autonomous network structure for TLC.
- Works with others to integrate technology in the ongoing instructional program for all curriculum areas by identifying strategies and materials, and by implementing activities for integration.
- Is knowledgeable of the hardware configurations and computer-related items and is responsible for deployment of technology as well as securing and maintain the equipment and software.
- Supervises the system-wide inventory of technology assets.
- Assists technology users in resolving problems associated with ordering, service, and support.
- Plans and coordinates the implementation of special activities to promote technology.
- Serves as a system contact for all technology-related communication.
- Maintains the school wired and wireless network as well as the server to control traffic and security.

KNOWLEDGE, SKILLS, AND ABILITIES

- General knowledge of computers and related technologies as they apply to pre K-12 education.
- General knowledge of infrastructure requirements and components of local and wide area networks, Internet, intranets, and distributed learning.

- Ability to communicate effectively with all levels of school system staff.
- Ability to assist users and trainers with software and hardware direction, guidance, and vision-setting.
- Ability to establish evaluation strategies and implement formative and summative activities.
- Ability to train educators in the use of hardware and software to meet the technical needs of TLC.
- Ability to lead technology planning efforts including activities to develop, implement, and evaluate both system and school technology plans.
-

SUGGESTED TRAINING AND EXPERIENCE

- Degree in Related Field
- 2-3 years of experience with technology in the education field
- Teaching credential in computer programming. Math, or science

TRACY LEARNING CENTER JOB DESCRIPTION

Position Title: Director of Food Services

POSITION SUMMARY:

Plan, organize and supervise the preparation and serving of food. Ensure that all kitchen areas are maintained in a clean and sanitary environment. Ensure that all food service equipment and supplies are maintained and cleaned in a sanitary manner. Train and supervise all food service personnel.

ESSENTIAL FUNCTIONS:

1. Supervises, and directs the preparation of food and serving or packaging of food-to-food service customers.
2. Organizes and schedules menu production to ensure nutritious and healthy meals.
3. Organizes all kitchen work activity to ensure that all equipment and supplies are available to meet customer demands and meal program requirements.
4. Arranges for proper storage and use of all food and non-food supplies.
5. Responsible for timely ordering of food, non-food and equipment supplies.
6. Sets standards for efficient and sanitary practices in food preparation and work areas.
7. Supervises and trains staff in meal production techniques, sanitary kitchen and food handling practices, customer service, personal hygiene and work routines.
8. Schedules food worker schedules and supervises their performance
9. Review requests for free or reduced lunch.
10. Deposit food service money with finance office regularly
11. Transport food as needed.
12. Coordinates and prepares for special events.

EDUCATION AND EXPERIENCE: High school diploma required, two years college in related course work preferred; able to communicate effectively both orally and in writing. Minimum of five years in food service, institutional meal preparation and experience in supervision of personnel. Continuing education related to certification of state guidelines for safe food handling.

KNOWLEDGE OF: Principles and methods of quantity food preparation; proper food handling and storage techniques for hot food and other related food items; sanitation principles applicable to serving and storing of food; operation and maintenance of large and small food service equipment; computing proper amounts of foods and non-food supplies; principles and techniques of employee supervision, training, and evaluation.

ABILITY TO: Supervise and personally participate in the preparation of food for all food service customers; estimate quantities needed to meet customer demands to meet economical demands of program; operate all equipment in food service areas, maintain all written documents as required; effectively train, supervise and evaluate a staff of subordinate food service personnel; follow oral and written directions; exhibit manual dexterity; to operate common food service equipment; operate computers; perform food preparation, cooking and baking duties maintain cooperative working relationships with those contacted in the course of work.

PHYSICAL REQUIREMENTS:

Employees in this position must have the ability to:

1. Stand for extended periods of time
2. Stand, walk, and bend over, reach overhead, grasp, push, pull and move, lift and or carry up to 50 pounds to waist height.
3. Hear and understand speech at normal levels.
4. Speak so that others may understand at normal levels.

WORK ENVIRONMENT:

Employees in this position may work in serving lines that may be indoor and/or outdoor; exposed to moderate noise levels from food service equipment, cafeterias and/or exhaust fans. Must wear closed toe shoes and pants.

Tracy Learning Center Job Description

Position Title: Director of Finance

Position Summary:

Under the supervision of the Executive Director serves as an Assistant to the Executive Director of the Tracy Learning Center; to perform complex and responsible Accounting business services; to perform record keeping, budget control, purchasing, and various clerical duties. The position is 215 days, 8 hours per day per contracted school calendar.

Essential Functions:

1. Responsible for accounting for all incoming revenue.
2. Responsible for all purchasing and accounts payable/ receivables
3. Oversight of Payroll
4. Works collaboratively with contracted business service
5. Arranges field trip transportation and book keeping
6. Implements the Tracy Learning Center budgets and balancing of the budgets each month.
7. Other duties as assigned

Education and Experience:

- Proficient in Accounting and school insurance
- Knowledge of computer skills; Microsoft Word, Excel, and QuickBooks
- Ability to perform responsible clerical work, independent judgment, with speed and accuracy
- Ability to make independent decisions
- Must possess strong interpersonal skills
- Ability to maintain cooperative working relationships with those contacted in the course of work.

TRACY LEARNING CENTER

Job Description

Position Title: Director of Finance and Human Resources Assistant

Position Summary:

Under the direct supervision of the Director of Human Resource and Finance, the Director of Finance and Human Resources Assistant supports both directors in all aspects of department operations.

Essential Functions:

- Works directly with the Director of Finance and Human Resources implementing proper policies and procedures that are in accordance with state and federal laws
- Assist in maintaining employee files organized and up to date
- Assist in preparing state reports
- Prepares and transports cash and check deposits
- Works with Director of Finance in finalizing and approving payroll
- Codes and submits purchases made by staff
- Obtains competitive bids and quotes for school purchases
- Maintains cash receipt journals
- Maintains and updates donor list
- Prepares checks
- Codes bills and expenses to our administrative business partners
- Tracks employee sick time and vacation
- Receives money from the public and codes it to the correct accounts
- Assist in preparing monthly budget reports that are reviewed by the Director of Finance and Executive Director
- Designs and prepares recruitment material

Education and Experience:

- High school diploma
- Knowledge of computer skills; Microsoft Word, Excel, Quickbooks, AESOP and Fingercheck
- Attention to detail, with an ability to spot numerical errors
- Ability to perform responsible clerical work with speed and accuracy
- Ability to keep all employee information confidential
- Ability to multi task and switch from multiple jobs with ease
- Organizational and time-management skills

5/1/18

TRACY LEARNING CENTER

Job Description

Position Title: Director of Facilities

Position Summary:

Under the direct supervision of the Executive Director, is responsible for the maintenance of the school campus, its security, and directly supervises all custodial personnel.

Essential Functions:

- Works with Executive Director
- Works with Administrative assistant to the Director in regards to health and safety issues as well as security issues that arise
- Works with and oversees projects with vendors and Tracy Unified that are conducting special projects to the site as well as Deferred Maintenance projects.
- Accepts and obtains cost and bids pertaining to projects for Tracy Learning Center
- Works with the City on issues that arise regarding issues to the site as well as street and traffic issues
- Attends and supervises after school functions during the school year at the site as well as off the site
- Is the lead person with set-up and maintaining alarms at the Tracy Learning Center during school hours as well as after hours
- Sets schedule and evaluates custodians

Works and is the first responder with the Police, Fire Department, PG&E and A&TT to issues regarding Tracy Learning Center

Education and Experience:

The ability to carry out oral and written directions, read, write, at a level sufficient to fulfill the duties to be performed for the position described; must have two years experience in the custodial field; possess a valid California driver's license and be insurable. Must have a High School Diploma or equivalent

5/1/18

Tracy Learning Center

JOB DESCRIPTION

Position Title: Director of Admissions and Records

Position Summary:

Under the supervision of the Executive Director serves as the Director for student admissions and records of the Tracy Learning Center; to perform complex and responsible administrative business services; to perform record keeping, census, reports, and various clerical duties. The position is 215 days, 8 hours per day.

Essential Functions (for all three schools):

Manage the student information data system (AERIES)

Manage student records

Enrollment management

Generate annual Staff and Student calendar

Prepare all forms for student enrollment/transfers/withdrawal

Print, mail, and file all report cards

Process and generate work permits for students

Responsible for District, State and Federal reports

Education and Experience:

Ability to carry out oral and written directions, read, writes, and speaks at a level sufficient to fulfill the duties to be performed. Bachelor's degree or equivalent required.

Skills and Qualifications:

1. Knowledge of intermediate to advanced elements of correct English usage, grammar, spelling, punctuation, and vocabulary.
2. Knowledge of office methods and procedures, including letter and report writing.
3. Knowledge of receptionist and telephone techniques.
4. Knowledge of computer skills, including, but not limited to Microsoft Word and Excel.
5. Ability to operate standard office equipment.
6. Ability to perform responsible clerical work requiring independent judgment with speed and accuracy.
7. Ability to make independent decisions.

8. Must possess strong interpersonal skills.
9. Ability to maintain cooperative working relationships with those contacted in the course of work.

Work Environment:

Employees in this position will be required to work indoors in a standard office environment and come in direct contact with students, school site staff, and the public.

Revised 5/1/18

TRACY LEARNING CENTER

Job Description

Position Title: Custodian

Position Summary:

Under the general supervision of the Director of Facilities to perform custodial work in the cleaning of school buildings, equipment, and facilities. . **Custodians will work 215 days per school year for a daily Full time or part time assignment. Part time (5 or less hours) are entitled to a ten minute paid rest period. Full time custodians (8.5 hours) are entitled to a half hour (30 minutes) lunch (non-paid) and two paid 10 minute breaks. One break in the morning and one in the afternoon. These breaks will be worked out according to individual schedules.**

Essential Functions:

1. Performs cleaning tasks in restrooms, classrooms, offices, and outside areas, such as sweeping, scrubbing, waxing, dusting, disinfecting, vacuuming, and shampooing; empties waste containers, moves and rearranges furniture.
2. Performs minor repairs.
3. Performs minor repair of furniture
4. Operates, cleans and maintains scrubbers, vacuum cleaners, carpet extractors and other custodial related equipment and tools.
5. Reports safety, sanitation, and fire hazards.
6. Performs other related duties as required.

Education and Experience:

The ability to carry out oral and written directions, read, write, at a level sufficient to fulfill the duties to be performed for the position described; must have two years experience in the custodial field; possess a valid California driver's license and be insurable. Must have a High School Diploma or equivalent

Skill and Qualifications:

1. Knowledge of safe work practices.
2. Ability to maintain cooperative working relationships with those contacted in the course of work.

Physical Requirements:

Employees in this position must have the ability to:

1. Stand, walk, bend, squat, stoop, and/or climb for extended periods of time
2. Reach above shoulder level for extended periods of time.
3. Push/pull up to 50lbs. for extended periods of time.
4. Lift and carry up to 50lbs. at shoulder height for short distances.
5. Repetitive hand/arm movements (grasp/pinch, etc.) for extended periods for time.

Work Environment

Employees in this position will be required to work indoors and outdoors in various conditions during the course of the required schedule. Exposure to noise, dust, and fume levels will vary according to equipment and projects. Must wear closed toe shoes and wear protective devices, as required, such as earplugs, dust mask, coveralls, gloves, safety boots and safety glasses.

Tracy Learning Center

Middle School Counselors

Position Summary

The counselors primary function is to guide and direct the academic success of middle school students. Communicate with the school leaders for effective coordination. Report directly to the Executive Director

Essential Functions

- Coordinate the community service hours
- Oversee changes in student schedules or group level
- Coordinate SST and IEP meetings
- Participate in all Restorative Justice Meetings
- Allow time for personal student counseling
- Ensure student progress toward middle school completion through frequent transcript review and grade monitoring
- Meet with parents as needed
- Implement CJSF club
- Meet with new students (grade 5 and others entering after the school year begins for a smooth transition)
- Help design the middle school master schedule
- Meet with students needing behavioral intervention
- Other duties as assigned

Skills and Qualifications

- Pupil Personnel Services Credential
- Previous counseling experience
- Master's degree
- Excellent verbal and written communication skills
- Work independently

5/1/18

Tracy Learning Center

High School Counselors

Position Summary

The counselors primary function is to guide and direct the academic success of high school students. Communicate with the school leaders for effective coordination. Report directly to the Executive Director

Essential Functions

- Coordinate the community service hours, internship placement and student intern seminars
- On-going networking with the business community to development intern partnerships and service possibilities
- Form and continue the College Bound Club
- Oversee changes in student schedules
- Coordinate SST and IEP meetings
- Allow time for personal student counseling
- Ensure student progress toward graduation through frequent transcript review and grade monitoring
- Meet with parents as needed
- Implement specially assigned events such as Talent Show, Senior Breakfast, graduation etc.
- Coordinate student activities for college registration, college applications, and scholarships
- Conduct and proctor PSAT, Placement Tests, and other qualifying tests for students
- Coordinate testing for math and English yearly
- Plan and conduct Freshmen ordination
- Recruit students for high school by meeting with middle students
- Other duties as assigned

Skills and Qualifications

- Pupil Personnel Services Credential
- Previous counseling experience
- Master's degree
- Excellent verbal and written communication skills
- Work independently

JOB TITLE: HIGH SCHOOL STUDENT ACTIVITIES DIRECTOR

DESCRIPTION OF BASIC FUNCTIONS AND RESPONSIBILITIES:

The Student Activities Director works under the immediate supervision and direction of the high school administration. The Student Activities Director will plan, implement, facilitate, and coordinate student activities to promote school culture and values and will communicate effectively with the student body and staff.

EMPLOYMENT STANDARDS:

Education: A valid California Teaching Credential

Experience: Self directed with demonstrated understanding of leadership skills

SUPERVISOR: High School Administration

Typical Duties and Responsibilities

1. Classroom teaching: Student Leadership class daily
2. Plan, schedule, coordinate, and secure supervision for:
 1. assemblies, rallies, dances, club activities, field trips, activity buses.
 2. Supervise the campaign, election, and appointment of class and student government officers.
4. Establish and maintain activity calendar and work to ensure adequate notice of staff requirements for supervision at events.
5. Participate in meetings with Counselors, Learning Directors, Facilities Director and Athletic Director concerning student activities as needed
6. Responsible for all financial matters; Supervise student accounts, budget, receipts, and expenditures. Approve all requisitions for expenditures from student body funds.
7. Supervise the maintenance and inventory of student body owned supplies and equipment.
8. Serve as a liaison between school and community for student activities.
9. Meet with vendors and salesmen for student body supplies.
10. Supervise the sale of tickets, etc., during the school day for student body sponsored events.
11. Arrange and maintain assembly and rally schedules. Assist in arranging for equipment, facilities, and agendas for assemblies and rallies.

12. Ensure that all clubs and organizations abide by the State laws and school policies.
13. Respond to all parent concerns and calls. Respond to all staff concerns and Email messages as they relate to student activities.
14. Maintain activity announcements around school pertaining to student activities. Film and edit all school electronic unity messages.
15. Abide by professional ethics standards established by Board Policy.
16. Maintain punctuality for all prescribed functions.
17. Participate cooperatively in the development of the activities budget.
18. Provide other related duties

WORK SCHEDULE AND SALARY

Full time teacher at the high school

Stipend for leadership, an assigned period for the class, one additional prep.

Tracy Learning Center

Job Description

Position Title: Assistant to the Counseling Department

Position Summary:

The Admin assistant works 8 hours per day, 215 days per contract year.

Essential Functions:

- Receptionist for the office
- Corresponds to the TLC board by taking care of agendas, minutes, policies and other documents related to the Board.
- Attends TLC board meetings
- Supports efforts of the counseling office
- Performs all other duties assigned by the counseling office

Education:

- Ability to speak Spanish fluently in addition to English (preferred)
- Office management skills
- Public relationship skills
- Excellent communication skills (written and oral)

Qualifications:

1. Operates standard office equipment
2. Effective communication skills
3. Efficient and effective
4. Good problem solving skills
5. Excellent writing skills
6. Reliable and responsible

**Tracy Learning Center
Job Description**

Position Title: Assistant to the Executive Director

Position Summary:

Under the supervision of the Executive Director serves as her assistant interfacing with staff, parents and students as the first line of contact. This position is 215 days, 8 hours per day.

Essential Functions:

- Main receptionist for the office
- Maintains Executive Director's calendar
- Oversight of daily attendance and recording
- Assists with the functions of all discipline issues
- Administers first aid and all medical aspects of school community
- Oversight of all safety drills and backup material
- Implements school picture day
- Maintains parent volunteer lists and clearance provisions
- Authors weekly Charter Chatter Newsletter
- Train and supervise the office assistant

Education:

Nursing background and experienced in public relations.

Skills and Qualifications:

1. Knowledge of Attendance Software
2. Ability to operate standard office equipment
3. Ability to make independent decisions
4. Knowledge of Ed Codes
5. Ability to maintain working relationships with those contacted in the course of work
6. Strong interpersonal skills

JOB TITLE: HIGH SCHOOL ATHLETIC DIRECTOR

DESCRIPTION OF BASIC FUNCTIONS AND RESPONSIBILITIES:

The Athletic Director works under the immediate supervision and direction Executive Director. The Athletic Director will plan, implement, facilitate, and coordinate Athletic activities, hire and supervise athletic coaches, plan for needed facilities for events, supervise the TLC physical Education program.

EMPLOYMENT STANDARDS:

Education: A valid California Teaching Credential and Administrative credential

Experience: Self directed with demonstrated understanding of leadership skills

SUPERVISOR: Executive Director

Typical Duties and Responsibilities

1. Provides administrative direction and oversight for all athletic programs and activities
2. Supervise the control issuance and maintenance of athletic equipment and facilities as well as uniforms
3. Supervise full and part time athletic staff including shared responsibility for hiring, discipling or firing decisions and full responsibility for training, mentoring and evaluating coaches and athletic staff.
4. Responsible for development and adherence to athletic budget
5. Monitor academic compliance for all athletes according to CIF rules
6. Prepare league and non league schedules for all teams
7. Arrange for medical staff for required events
8. Arrange for officials for all home games
9. Attend all events hosted by any of our athletic events as required by league
10. Attend all league sections, and state AD meetings, required trainings and conferences
11. Petition for use of outside facilities for athletic events
12. Perform opening walk through, set up, clean up, and closing walk through of all outside facilities used for athletic events
13. Prepare all certificates for athletes for awards ceremonies and banquets
14. Prepare and process all CIF paper work for eligibility compliance of transfer students
15. Maintain records for athletes including physicals, medical release, required forms and fees
16. Conduct parent meetings to inform parents and athletes of school and athletic policies
17. Ensure that all coaches have completed their required trainings
18. Oversee the menu and purchasing of all snack bar food and supplies
19. Assign and oversee students working for community service related to sports events

20. Facilitate one all league meeting as assigned by the league
21. Prepare videos for required video exchange for football
22. Establish and maintain standards of dress, scholarship, and conduct for team travel
23. Monitor strict observances of equality of opportunity in men's and women's athletics by keeping informed of legal requirements and consulting with staff regarding compliance with the law
24. Prepare press releases and the arrangement of media coverage for athletic events
25. Supervise and coordinate the TLC physical Education program

WORK SCHEDULE AND SALARY

Full time Athletic Director with flexible hours



MILLENNIUM HIGH SCHOOL APPLICATION

GENERAL INFORMATION

Which grade are you applying for:	Date:
<input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> 11 <input type="checkbox"/> 12	
How did you hear about us (Please mark one and name the source):	
<input type="checkbox"/> Newspaper <input type="checkbox"/> Television <input type="checkbox"/> Internet <input type="checkbox"/> Reference	Name of Source: _____

STUDENT'S INFORMATION

Last Name:	First Name:	Middle Initial:	Gender:	Date of Birth:
			<input type="checkbox"/> Male <input type="checkbox"/> Female	/ /
Street Address:				
Apt / P. O. Box:	City:	State:	Zip Code:	Place of Birth:
Home Phone No:	Cell Phone No:		Email Address:	
() -	() -			

FATHER / GUARDIAN'S INFORMATION

Father/Guardian's Last Name:	First Name:	Middle Initial:	
Address:			
Suite / P. O. Box:	City:	State:	Zip Code:
Work Phone No:	Cell Phone No:		Email Address:
() -	() -		

MOTHER / GUARDIAN'S INFORMATION

Mother's Last Name:	First Name:	Middle Initial:	
Address:			
Suite / P. O. Box:	City:	State:	Zip Code:
Work Phone No:	Cell Phone No:		Email Address:
() -	() -		

Academic History

Name of Current School:	Sibling attending Tracy Learning Center	Name of Sibling Attending Tracy Learning Center	
	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Street Address:	City:	Zip Code:	Fluent in English?
			<input type="checkbox"/> Yes <input type="checkbox"/> No
State:			
Does your Student have an IEP or 504 Plan?			
<input type="checkbox"/> Yes <input type="checkbox"/> No	Has your student been expelled: <input type="checkbox"/> Yes <input type="checkbox"/> No	Does your student receive special services? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Millennium High School admits students of any race, color, racial or ethnic origin, and from any geographic region, to all the rights, privileges, programs, and activities generally accorded or made available to students at the school. Millennium High School does not discriminate on the basis of race, color, racial, or ethnic origin in the administration of its educational policies or in other school administered programs.

Before this application can be considered you must submit with this application: a copy of the transcript, attendance records, discipline records from the current school.



MILLENNIUM HIGH SCHOOL APLICACION

INFORMACIÓN GENERAL

Qué grado están solicitando:	Fecha:
<input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> 11 <input type="checkbox"/> 12	
¿Cómo se entero de nosotros (por favor marque uno y nombre de la fuente):	
<input type="checkbox"/> Periódico <input type="checkbox"/> Televisión <input type="checkbox"/> Internet <input type="checkbox"/> Referencia	Nombre de fuente: _____

INFORMACIÓN DEL ALUMNO

Apellido:	Nombre:	Inicial:	Género:	Fecha de nacimiento:
			<input type="checkbox"/> Masculino <input type="checkbox"/> Hembra	/ /
Dirección postal:				
Apt / P.O. Box:	Ciudad:	Estado:	Código postal:	Lugar de nacimiento:
Numero Telefónico de Hogar:	Numero Telefónico de Celular:	Dirección de correo electrónico:		
() -	() -			

PADRE

Apellido:	Nombre:	Inicial:	
Dirección:		Numero Telefónico de Casa:	
		()	
Apt / P. O. Box:	Ciudad:	Estado:	Código postal:
Numero Telefónico de trabajo:	Numero Telefónico de Celular	Dirección de correo electrónico:	
() -	() -		

MADRE

Apellido materno:	Nombre:	Inicial:	
Dirección:		Numero Telefónico de Casa	
		()	
Suite / p. o. Box:	Ciudad:	Estado:	Código postal:
Numero Telefónico de trabajo	Numero Telefónico de Celular	Dirección de correo electrónico:	
() -	() -		

Historial académico

Nombre de la escuela actual:	¿Hermano/a asistiendo a Tracy Learning Center?	¿A Cuales Escuela asiste el hermano/a?	
	<input type="checkbox"/> Si <input type="checkbox"/> No		
Dirección :	Ciudad:	Código postal:	¿Domina el inglés?
			<input type="checkbox"/> Si <input type="checkbox"/> No
Estado:			
¿El estudiante tiene un IEP o 504?			
<input type="checkbox"/> Si <input type="checkbox"/> No	Ha sido expulsado su hijo/a: <input type="checkbox"/> Si <input type="checkbox"/> No	Su hijo/a recibe servicios especiales? <input type="checkbox"/> Si <input type="checkbox"/> No	

Millennium High School admite a estudiantes de cualquier raza, color, origen racial o étnico y de cualquier región geográfica, a todos los derechos, privilegios, programas y actividades generalmente concedidas o hechas disponibles a los estudiantes de la escuela. Millennium High School no discriminar sobre la base de raza, color, u origen étnico en la administración de sus políticas educativas o en otros programas de la escuela administrada.

Antes que esta aplicación sea considerada se necesitan los siguientes documentos: Una transcripción oficial, registros de asistencia, y los registros de la disciplina de la escuela actual 2.

**Millennium High School
Jul 1 Budget
2018/19**

08/28/18	Jul 1 Budget 2018-19	Projected 2019-20	Projected 2020-21	Projected 2021-22		
Enrollment	577	577	577	577	0.42	16/17
Estimated ADA	561.35	561.35	561.35	561.35	0.43	17/18
COLA	2.71%	2.57%	2.67%	3.17%	0.43	18/19
CPI	3.22%	3.04%	2.94%	2.99%	0.43	19/20
					0.43	20/21
					0.43	21/22
					0.43	22/23
						<u>1,312</u>
Revenues						
State and Local Revenues						
LCFF Funding						
801100000000001	State Aid Entitlement Curr Yr	3,476,141	3,624,026	3,755,921	4,003,719	
801214000000001	Education Protection Account Funding	833,268	833,268	833,268	833,268	
801900000000001	State Aid Entitlement-PY	0	0	0	0	
801914000000001	Education Protection Account PY	0	0	0	0	
809600000000001	In-Lieu Tax Transfers-Curr Yr	1,136,509	1,160,524	1,180,014	1,130,514	
809700000000001	In-Lieu Tax Transfers-PY	0	0	0	0	
	Total LCFF Funding	5,445,918	5,617,818	5,769,203	5,967,501	18/19-20/21 per LC 692,885 increase
Federal Revenues						
829000000000001	Other Federal Revenue	0	0	0	0	
829040350000001	Other Fed Rev-Title IIA-Tchr Qua	6,889	6,889	6,889	6,889	
	Total Federal Revenues	6,889	6,889	6,889	6,889	
Other State Revenues						
855000000000001	Mandated Cost Reimb-Block	22,966	25,345	25,345	25,345	\$45 ADA
855099990000001	Mandated Cost Reimb-Discr.	179,386	0	0	0	521.47
856011000000001	State Lottery Revenue-Non-Prop	79,520	85,601	85,601	85,601	\$344 PY ADA
856063000000001	State Lottery Revenue-Prop 20	26,143	28,143	28,143	28,143	\$146 ADA
859000000000001	Other State Revenues	124	124	124	124	\$48 ADA
859062300000001	Other State Revenues-Prop 39	0	0	0	0	
	Total Other State Revenues	308,138	139,213	139,213	139,213	-101,285 decrease

**Millennium High School
Jul 1 Budget
2018/19**

08/28/18	Jul 1 Budget 2018-19	Projected 2019-20	Projected 2020-21	Projected 2021-22		
Other Local Revenues						
86340000037001	Food Service Sales	174,640	174,975	175,309	175,644	
86600000000001	Interest	1,400	1,400	1,400	1,400	
86980000000001	Donations	10,000	10,000	10,000	10,000	Family Donations (Future Foc
86989100000001	Donations- Parent Club	60	100	100	100	
86989150000001	Donations-Field Trips	35,000	30,000	30,000	30,000	
86990000000001	Other Local Revenues	32,000	35,000	35,000	35,000	
86999100000001	Other Local Revenues-Spiritwear	800	800	800	800	
86999110000001	Other Local Revenues-Athletics	80,000	80,000	80,000	80,000	
86999120000001	Other Local Rev-General Fundraising	30,000	30,000	30,000	30,000	
86999125000001	Other Local Rev-Band	15,000	15,000	15,000	15,000	
86999135000001	Other Local Rev-Theater	1,000	1,000	1,000	1,000	
86999140000001	Other Local Rev-Athletic Fundraising	60,000	20,000	20,000	20,000	
86999145000001	Other Local Rev-Football Field	0	0	0	0	
86999300000001	Other Local Rev-STRS Excess PY	0	0	0	0	
87916500000001	All Other Transfers-Distr-SpEd	0	0	0	0	
	Total Other Local Revenues	439,900	398,275	398,609	398,944	14,857 increase
	Total Revenues	6,200,845	6,162,195	6,313,914	6,512,547	606,457 increase

**Millennium High School
Jul 1 Budget
2018/19**

08/28/18	Jul 1 Budget 2018-19	Projected 2019-20	Projected 2020-21	Projected 2021-22		
Expenses						
Certificated Salaries						
Teacher Salaries						
110100001110001	Teacher Salaries-Regular	1,219,646	2,182,109	2,225,751	2,270,266	
110111001110001	Teacher Salaries-Reg-Lottery	79,520	0	0	0	
110114001110001	Teacher Salaries-Reg-EPA	833,268	0	0	0	
110140351110001	Teacher Salaries-Reg-Title II	6,889	0	0	0	
110199981110001	Teacher Salaries-Reg-LCAP	0	0	0	0	
110200001110001	Teacher Salaries-Substitute	50,000	50,000	50,000	50,000	
110262641110001	Teacher Salaries-Sub-Ed Effect	0	0	0	0	*not linked
110265005711301	Teacher Salaries-Substitute-SpEd	0	0	0	0	
110299981110001	Teacher Salaries-Subs-LCAP	0	0	0	0	*not linked
110300001110001	Teacher-Medical Stipend	19,200	21,600	21,600	21,600	
110500001110001	Teacher Stipend	50,128	49,500	49,500	49,500	
110573921110001	Teacher Stipend-BTSA	4,500	4,500	4,500	4,500	
110593001110001	Teacher Stipend-STRS Excess Contr	0	0	0	0	
110599981110001	Teacher Stipend-Homework Club-LCA	0	0	0	0	*not linked
	Total Teacher Salaries	2,263,150	2,307,709	2,351,351	2,395,866	
Certificated Pupil Support Salaries						
121000001131101	Certificated Counselor Salary	143,820	146,696	149,630	152,623	
121073381131101	Certificated Counselor-College	0	0	0	0	*not linked
121099981131101	Certificated Counselor-LCAP	0	0	0	0	*not linked
121300001131101	Cert Counselor-Medical Stipend	0	0	0	0	
	Total Certificated Pupil Support Salari	143,820	146,696	149,630	152,623	
Administrator/Supervisor Salaries						
131100001127001	Principal Salaries-Regular	68,952	70,331	71,738	73,172	
131300001127001	Principal - Medical Stipend	1,680	1,680	1,680	1,680	
132000001121301	Technology Coordinator-Regular	63,494	64,763	66,059	67,380	
132065005721001	Sp Ed Coordinator	0	0	0	0	
132100001121001	Activity Director-Regular	0	0	0	0	
	Total Administrator Salaries	134,126	136,774	139,476	142,232	
Other Certificated Salaries						
	Total Other Certificated Salaries					
	Total Certificated Salaries	2,541,096	2,591,179	2,640,457	2,690,721	91,282 increase

**Millennium High School
Jul 1 Budget
2018/19**

08/28/18	Jul 1 Budget 2018-19	Projected 2019-20	Projected 2020-21	Projected 2021-22		
Classified Salaries						
Paraeducator Salaries						
210100001110001	Class Teach/Inst Aide Sal-Reg	0	0	0	0	
210165005711301	Class Teach/Inst Aide Sal-SpEd	0	0	0	0	
210199981110001	Class Teach/Inst Aide Sal-LCAP	0	0	0	0	*not linked
210200001110001	Class Teach/Inst Aide Sal-Sub	1,500	1,500	1,500	1,500	
210300001110001	Class Teach/Inst Aide-Med Stip	2,400	2,400	2,400	2,400	
210365005711301	Class Teacher-SpEd-Med Stipend	0	0	0	0	
210500001110001	Class Stipend	25,750	22,750	22,750	22,750	
211000001110001	Class Academic Coach-Sal-Reg	0	0	0	0	
	Total Paraeducator Salaries	29,650	26,650	26,650	26,650	
Support Services Salaries						
220100001131101	Career Assistant-Regular	44,000	44,880	45,778	46,693	
220100001137001	Food Services Salaries-Regular	165,625	168,937	172,316	175,762	
220300001137001	Food Services-Medical Stipend	1,200	1,680	1,680	1,680	
221100001181001	Maintenance Salaries-Regular	73,116	74,578	76,070	77,591	
221300001181001	Maintenance-Medical Stipend	6,000	4,080	4,080	4,080	
	Total Support Services Salaries	289,941	294,156	299,924	305,807	
Supervisor Salaries						
230100000072001	Class Admin Salaries-Regular	60,690	61,904	63,142	64,405	
230100001121001	Class CELDT Coord Salary	46,785	47,721	48,675	49,649	
230199981121001	Class CELDT Coord Salary-LCAP	0	0	0	0	*not linked
230300000072000	Class Admin-Medical Stipend	1,540	1,540	1,540	1,540	
232100001181001	Class Supervisor Salaries-Regular	39,015	39,795	40,591	41,403	
232300001181001	Class Super-Medical Stipend	1,200	1,680	1,680	1,680	
	Total Supervisor Salaries	149,230	152,640	155,628	158,676	
Office/Technical Salaries						
240100001127001	Cler/Office/Tech Salaries-Reg	183,878	187,556	191,307	195,133	
240300001127001	Cler/Office/Tech-Medical Stip	3,600	3,360	3,360	3,360	
	Total Office/Technical Salaries	187,478	190,916	194,667	198,493	
Other Classified Salaries						
290100001110001	Other Classified Salaries	0	0	0	0	
	Total Other Classified Salaries	0	0	0	0	
	Total Classified Salaries	656,299	664,361	676,869	689,626	-120,683 decrease
	Total Salaries	3,197,395	3,255,541	3,317,326	3,380,347	

**Millennium High School
Jul 1 Budget
2018/19**

08/28/18	Jul 1 Budget 2018-19	Projected 2019-20	Projected 2020-21	Projected 2021-22	
Employee Benefits					
STRS/PERS					STRS PERS
Total STRS/PERS	515,544	607,968	663,391	683,576	
OASDI/Medicare					
Total OASDI/Medicare	87,615	88,396	90,067	91,772	
Health and Welfare					
Total Health and Welfare	329,484	339,369	349,550	360,036	
Unemployment Insurance					
Total Unemployment Insurance	2,096	3,104	3,154	3,204	
Workers' Compensation					
Total Workers' Compensation	59,069	63,314	67,741	72,480	
Other Benefits					
Total Other Benefits					
Total Employee Benefits	993,809	1,102,151	1,173,904	1,211,068	2,319 increase

**Millennium High School
Jul 1 Budget
2018/19**

08/28/18		Jul 1 Budget 2018-19	Projected 2019-20	Projected 2020-21	Projected 2021-22
Books and Supplies					
Books/Reference					
41100001110001	Textbooks/Core Curricula	1,000	1,000	1,000	1,000
42100001110001	Books/Reference Materials	0	0	0	0
	Total BooksReference	1,000	1,000	1,000	1,000
Instructional Materials/Supplies					
43100001110001	Instruct Materials/Supplies	35,000	35,000	35,000	35,000
431063001110001	Instruct Materials/Supplies-Prop 20	26,143	28,143	28,143	28,143
431065005711301	Instruct Materials/Supplies-Sp Ed	250	250	250	250
431073381110001	Instruct Mt'ls/Supply-College	0	0	0	0
431099981110001	Instruct Materials/Supplies-LCAP	0	0	0	0
431099991110001	Instruct Materials/Supplies-Discr	0	0	0	0
	Total Instructional Materials/Supplies	61,393	63,393	63,393	63,393
Supplies/Stores					
431191001110001	Other Mtls/Supplies-Spiritwear	1,000	1,000	1,000	1,000
431500001110001	Technology Materials/Supplies	20,000	20,000	20,000	20,000
431599981110001	Technology Mtls/Supplies-LCAP	0	0	0	0
432000001127001	All Other Materials/Supplies	17,000	17,000	17,000	17,000
432000001137001	All Other Materials/Supplies	5,000	5,000	5,000	5,000
432000001181001	All Other Materials/Supplies	20,000	20,000	20,000	20,000
432099981127001	All Other Materials/Supplies-LCAP	0	0	0	0
432300001127001	Athletics Snack Bar Supplies	2,000	2,000	2,000	2,000
432500001127001	Fundraising Materials/Supplies	15,000	15,000	15,000	15,000
432600001127001	Fundraising Mtls/Sup-Athletics	10,000	10,000	10,000	10,000
	Total Supplies/Stores	90,000	90,000	90,000	90,000

**Millennium High School
Jul 1 Budget
2018/19**

08/28/18	Jul 1 Budget 2018-19	Projected 2019-20	Projected 2020-21	Projected 2021-22	
Non-Capitalized Cptr/Equip					
441000001110001	Non-Capitalized Furniture/Equipment	7,000	2,000	2,000	2,000
441000001127001	Non-Capitalized Furniture/Equipment	3,000	3,000	3,000	3,000
441000001137001	Non-Capitalized Furniture/Equipment	100	100	100	100
441000001181001	Non-Capitalized Furniture/Equipment	700	700	700	700
441065005711301	Non-Capitalized Furniture/Equipment-	100	100	100	100
441099981110001	Non-Capitalized Furniture/Equipment-	0	0	0	0
442000001110001	Non-Capitalized Computers	0	0	0	0
442099981110001	Non-Capitalized Computers-LCAP	0	0	0	0
442000001127001	Non-Capitalized Computers	0	0	0	0
442000001137001	Non-Capitalized Computers	0	0	0	0
442591351110001	Non-Capitalized Theater Equip/Supp	6,000	6,000	6,000	6,000
443000001110001	Non-Capitalized Music Equip/Supp	15,000	15,000	15,000	15,000
444000001110001	Non-Capitalized Athletic Equip/Supp	40,000	40,000	40,000	40,000
	Total Non-Capitalized Equipment	71,900	66,900	66,900	66,900
Non-Capaltized Fixed Assets					
	Total Non-Capaltized Fixed Assets	0	0	0	0
Food Service Supplies					
470000001137001	Food Service Expenditures	130,417	134,381	138,332	142,468
	Total Food Service Supplies	130,417	134,381	138,332	142,468
	Total Books and Supplies	354,710	355,674	359,625	363,761
					-36,984 decrease

**Millennium High School
Jul 1 Budget
2018/19**

08/28/18	Jul 1 Budget 2018-19	Projected 2019-20	Projected 2020-21	Projected 2021-22	
Services/Operating Expenses					
Subagreements for Services					
510062301184002	Subagreements for Services-Prop 39	0	0	0	0
	Total Subagreements for Services	0	0	0	0
Travel/Conferences					
523000001110001	Travel/Employee Education	0	0	0	0
523000001127001	Travel/Employee Education	0	0	0	0
	Total Travel/Conferences	0	0	0	0
Dues/Memberships					
531000001127001	Dues and Memberships	1,600	1,600	1,600	1,600
	Total Dues/Memberships	1,600	1,600	1,600	1,600
Insurance					
540000001127001	Insurance	29,537	30,435	31,330	32,267
540000001127001	Insurance-PY Workman's Comp	0	0	0	0
	Total Insurance	29,537	30,435	31,330	32,267
Operations/Housekeeping					
550000001181001	Operations and Housekeeping	75,200	77,486	79,764	82,149 Plus Pre-K
	Total Operations/Housekeeping	75,200	77,486	79,764	82,149

**Millennium High School
Jul 1 Budget
2018/19**

08/28/18	Jul 1 Budget 2018-19	Projected 2019-20	Projected 2020-21	Projected 2021-22
Rentals/Leases/Repairs				
560500001187001	Event Rentals	5,000	5,000	5,000
560591101187001	Event Rentals-Athletics	20,000	20,000	20,000
561000001127001	Equipment Rental	9,300	9,300	9,300
561000001137001	Equipment Rental	450	450	450
561000001181001	Equipment Rental	0	0	0
561500001187001	Portable Rental	6,000	6,000	6,000
562000001187001	Property/Building Rental	108,918	112,356	115,384
562500001187001	Storage Rental	1,700	1,700	1,700
563000001187001	Property/Building Repair	5,000	5,000	5,000
563099981187001	Property/Building Repair-LCAP	0	0	0
564000001187001	Property/Building Maintenance	0	0	0
	Total Rentals/Leases/Repairs	156,368	159,806	162,834
Professional Services				
580600000073001	ARI Administration Contract	61,711	63,297	64,987
581091501110001	Field Trip Tickets/Fees	32,000	33,000	40,000
581073381110001	Field Trip Tickets/Fees-College	0	0	0
581099981110001	Field Trip Tickets/Fees-LCAP	0	0	0
582000000076001	Other Gov Fees/Chgs-Oversight	54,459	56,178	57,692
583000001127001	Advertising/Employment Fees	1,600	1,600	1,600
585000001127001	Legal Services Contracts	12,000	12,000	12,000
585200000071911	Audit Services Contracts	6,716	6,920	7,123
585800001110001	Other Svcs/Operating Expenses	70,000	70,000	70,000
585800001127001	Other Svcs/Operating Expenses	9,500	9,500	9,500
585800001137001	Other Svcs/Operating Expenses	70	70	70
585873381110001	Other Svcs/Operating Exp-Instr-Colleg	0	0	0
585891001127001	Other Svcs/Operating Exp-Spiritwear	100	100	100
585891101110001	Other Svcs/Operating Expenses-Athleti	60,000	60,000	60,000
585899981110001	Other Svcs/Operating Exp-Instr-LCAP	0	0	0
585899981127001	Other Svcs/Operating Exp-Admin-LCA	0	0	0
586000001127001	Other Svcs/Op Exp-Payroll Processing	6,769	6,974	7,179
586200001127001	Wage Settlement	0	0	0
587000001127001	Printing Expense	7,300	8,041	8,084
587100001127001	Property Tax Expense	250	250	250
587500001110001	Staff Development Expense	20,000	21,000	22,000
587500001127001	Staff Development Exp-Admin	1,000	1,000	1,000
587500001137001	Staff Development Exp-Food Svc	0	0	0
587562641110001	Staff Development Exp-Ed Effectiveness	0	0	0
587573381110001	Staff Development Exp-College	0	0	0
587599981110001	Staff Development Exp-LCAP	0	0	0
587599991110001	Staff Development Exp-Discr	0	0	0
	Total Professional Services	343,475	349,930	361,586

**Millennium High School
Jul 1 Budget
2018/19**

08/28/18		Jul 1 Budget 2018-19	Projected 2019-20	Projected 2020-21	Projected 2021-22	
Communications						
591000001127001	Postage and Shipping	3,000	3,000	3,000	3,000	
592000001127001	Internet Services	17,150	15,900	16,000	16,100	Plus Pre-K
593000001127001	Telephone/Cell Phones	13,225	12,100	12,200	12,300	Plus Pre-K
	Total Communications	<u>33,375</u>	<u>31,000</u>	<u>31,200</u>	<u>31,400</u>	
	Total Services/Operating Expenses	639,555	650,258	668,314	681,316	-233,669 decrease
Capital Outlay						
617000001185001	Sites/Improvement of Sites	0	0	0	0	
690000001110001	Depreciation Expense	18,471	18,471	2,685	0	
	Total Capital Outlay	<u>18,471</u>	<u>18,471</u>	<u>2,685</u>	<u>0</u>	333 increase
Other Outgo						
714165050092001	SPED Encroachment	273,377	281,798	290,218	298,638	
714165050092001	SPED Encroachment	0	0	0	0	26,776 increase
	Total Other Outgo	<u>273,377</u>	<u>281,798</u>	<u>290,218</u>	<u>298,638</u>	
	Total Expenses	<u>5,477,317</u>	<u>5,663,893</u>	<u>5,812,072</u>	<u>5,935,130</u>	
Other Sources and Uses						
Other Sources						
897900000000001	All Other Financing Sources	0	0	0	0	
898000000000001	Contrib from Unrestr Resonree	-273,727	-281,798	-290,218	-298,638	
898065000000001	Contrib from Unrestr Res-SpEd	273,727	281,798	290,218	298,638	
	Total Other Sources	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	

**Millennium High School
Jul 1 Budget
2018/19**

08/28/18	Jul 1	Budget	Projected	Projected	Projected	
	2018-19	2019-20	2020-21	2021-22		
Other Uses						
74380000091001	Debt Svcs Interest Payments	0	0	0	0	
74390000091001	Debt Svcs Principal Payments	0	0	0	0	
76990000091001	All Other Financing Uses	0	0	0	0	
	Total Other Uses	0	0	0	0	
	Total Other Sources and Uses	0	0	0	0	
	Net Increase/Decrease in Fund Balance	723,528	498,302	501,841	577,416	
	Year End Reclassification to FASB	0	0	0	0	
	Year End Net Increase/Decrease in Fun	723,528	498,302	501,841	577,416	877,083 increase
Fund Balance						
97910000000001	Beginning Fund Balance/Net Assets	1,223,741	1,947,268	2,445,571	2,947,412	
	Ending Net Assets	1,947,268	2,445,571	2,947,412	3,524,828	

Tracy Learning Center - Millennium Charter School
2020-21

Account Name	Budget	YTD Actual	Budget Remaining	Forecast												Total	Estimated Accruals	
				July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June			
Beginning Cash	Forecast	Actual	Remaining	2,061,493	2,347,111	2,164,462	2,259,801	2,093,642	2,079,385	2,298,599	2,170,619	2,156,362	2,454,282	2,340,299	2,344,032	2,061,493		
LCFF Funding																		
State Aid	3,755,921	0	3,755,921	181,201	181,201	209,317	326,162	326,162	326,182	326,182	326,182	352,541	352,541	352,541	352,541	3,403,380	352,541	
EPA	833,288	0	833,288	209,317	209,317	208,317	92,842	92,842	208,317	208,317	208,317	84,654	84,654	84,654	208,317	633,288	0	
In Lieu Tax	1,180,014	0	1,180,014	89,831	89,831	139,263	92,842	92,842	92,842	92,842	169,801	1,722	84,654	84,654	84,654	1,095,987	84,147	
Federal Revenues	6,899	0	6,899				1,722									6,899	0	
California Lottery	113,744	0	113,744									1,722				3,445	0	
Other State Revenue	25,469	0	25,469										27,392			59,065	54,679	
Food Service Sales	175,309	0	175,309	15,937	15,937	15,937	15,937	15,937	15,937	15,937	124	31,672	15,937	15,937	15,937	25,469	0	
Donations	40,100	0	40,100	3,645	3,645	3,645	3,645	3,645	3,645	3,645	3,645	3,645	3,645	3,645	3,645	175,309	0	
Other Local	183,200	0	183,200	16,655	16,655	16,655	16,655	16,655	16,655	16,655	16,655	16,655	16,655	16,655	16,655	40,100	0	
All Other Revenues	0	0	0													183,200	0	
Total Revenues	6,313,914	0	6,313,914	287,070	287,070	565,018	456,984	456,984	455,241	898,503	487,038	455,241	787,618	900,825	473,433	985,194	5,822,546	491,388

Account Name	Budget	YTD Actual	Budget Remaining	Forecast												Total	Estimated Accruals	
				July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June			
Disbursements																		
Certificated	2,940,457	0	2,940,457	2,500	239,814	239,814	239,814	239,814	239,814	239,814	239,814	239,814	239,814	239,814	239,814	239,814	2,640,457	0
Classified	676,869	0	676,869	4,000	61,170	61,170	61,170	61,170	61,170	61,170	61,170	61,170	61,170	61,170	61,170	61,170	676,869	0
Employee Benefits	1,173,904	0	1,173,904	17,500	105,128	105,128	105,128	105,128	105,128	105,128	105,128	105,128	105,128	105,128	105,128	105,128	1,173,904	0
Books and Supplies	359,625	0	359,625	31,784	31,784	31,784	31,784	31,784	31,784	31,784	31,784	31,784	31,784	31,784	31,784	31,784	359,625	0
Operating Costs	495,238	0	495,238	15,000	43,658	43,658	43,658	43,658	43,658	43,658	43,658	43,658	43,658	43,658	43,658	43,658	495,238	0
Facility/Oversight Fees	173,076	0	173,076														173,076	0
Special Education Encroachment	290,218	0	290,218														290,218	0
Debt Service Interest	0	0	0								145,109						0	0
Total Disbursements	5,809,387	0	5,809,387	49,000	481,554	481,554	481,554	481,554	481,554	628,663	481,554	481,554	628,663	481,554	481,554	5,636,311	173,076	
Change in Cash Position	504,527	0	504,527	-49,000	-194,484	83,464	-24,560	-26,312	207,350	-139,625	-26,312	288,065	-125,838	-8,121	203,640	186,235	0	

Account Name	Budget	YTD Actual	Budget Remaining	Forecast												Total	Estimated Accruals	
				July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June			
Current Year Adjustments																		
Payroll Liabilities																		
Payroll Reserve for Summer Pay																		
Employee Receivable- Summer 125																		
Accounts Receivable																		
Prepaid Expenses/Deposits																		
Accounts Payable																		
Other Sources/Uses																		
Investments																		
All Other Financing Sources																		
All Other Financing Uses																		
Slates/Slie Improvement																		
Capital Outlay																		
Debt Service Principal																		
Prior Year Transactions																		
Accounts Receivable	480,333	0	480,333	485,023												485,023	0	
Accounts Receivable-TLC-Pre-K	0	0	0														0	
Loans Receivable-TLC-Pre-K	200,000	0	200,000														0	
Prepaid Expenses/Deposits	0	0	0														0	
Accounts Payable	-188,534	0	-188,534														-188,534	
Accounts Payable-TLC-Pre-K	0	0	0														0	
Loans Payable	0	0	0														0	
Payroll Liabilities	-130,405	0	-130,405														-130,405	
Total Adjustments and Prior Year	381,394	0	381,394	334,618	11,855	11,855	-141,389	11,855	311,789	-130,405								
Ending Cash Balance	2,347,111	2,164,462	2,259,801	2,093,642	2,079,385	2,298,599	2,170,619	2,156,362	2,454,282	2,340,299	2,344,032	2,061,493	2,559,527	2,559,527	2,747,414	2,747,414	0	

Tracy Learning Center - Millennium Charter School
2019-20

Revenue	Budget	YTD Actual	Budget Remaining	Forecast												Total	Estimated Accruals
				July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June		
Beginning Cash	Forecast	Actual	Remaining	1,530,452	1,926,799	1,649,032	1,747,773	1,583,818	1,557,827	1,793,498	1,650,404	1,644,413	1,944,087	1,836,951	1,843,341	1,530,452	
L-C-F Funding																	
State Aid	3,624,026	0	3,624,026		173,807	173,807	312,853	312,853	312,853	312,853	312,853	342,430	342,430	342,430	342,430	3,281,586	342,430
EPA	833,288	0	833,288			208,317	208,317	208,317	208,317	208,317	208,317	208,317	208,317	208,317	208,317	833,288	0
In Lieu Tax	1,160,524	0	1,160,524		88,161	138,381	90,921	90,921	90,921	90,921	90,921	166,949	83,725	83,725	83,725	1,077,300	83,224
Federal Revenues	6,889	0	6,889				1,722					1,722			3,445	6,889	0
California Lottery	113,744	0	113,744													59,055	54,679
Other State Revenue	25,469	0	25,469													25,469	0
Food Service Sales	174,975	0	174,975		15,907	15,907	15,907	15,907	15,907	15,907	15,907	15,907	15,907	15,907	15,907	174,975	0
Donations	40,100	0	40,100		3,645	3,645	3,645	3,645	3,645	3,645	3,645	3,645	3,645	3,645	3,645	40,100	0
Other Local	183,200	0	183,200		16,855	16,855	16,855	16,855	16,855	16,855	16,855	16,855	16,855	16,855	16,855	183,200	0
All Other Revenues	0	0	0													0	0
Total Revenues	6,162,195	0	6,162,195	0	278,204	554,712	441,702	438,980	673,642	471,177	439,980	755,825	489,754	462,382	674,123	5,681,882	489,333

Disbursements	2,591,179	0	2,591,179		2,500	236,334	236,334	236,334	236,334	236,334	236,334	236,334	236,334	236,334	236,334	2,591,179	0
Certificated	684,381	0	684,381		4,000	60,033	60,033	60,033	60,033	60,033	60,033	60,033	60,033	60,033	60,033	684,381	0
Employee Benefits	1,102,151	0	1,102,151		17,500	98,605	98,605	98,605	98,605	98,605	98,605	98,605	98,605	98,605	98,605	1,102,151	0
Books and Supplies	355,674	0	355,674		10,000	31,425	31,425	31,425	31,425	31,425	31,425	31,425	31,425	31,425	31,425	355,674	0
Operating Costs	481,724	0	481,724		15,000	42,429	42,429	42,429	42,429	42,429	42,429	42,429	42,429	42,429	42,429	481,724	0
Facility/Oversight Fees	168,534	0	168,534													168,534	0
Special Education Enrichment	281,798	0	281,798													281,798	0
Debt Service Interest	0	0	0													0	0
Total Disbursements	5,645,421	0	5,645,421	49,000	467,826	467,826	467,826	467,826	467,826	467,826	467,826	467,826	467,826	467,826	467,826	5,478,887	168,534
Change in Cash Position	516,774	0	516,774	-49,000	-189,622	86,886	-26,124	-27,846	205,816	-136,649	-27,846	287,799	-118,971	-5,485	205,297	204,875	0

Current Year Adjustments																	
Payroll Liabilities																	
Payroll Reserve for Summer Pay																	
Employee Receivable - Summer 1/25																	
Accounts Receivable																	
Prepaid Expenses/Deposits																	
Accounts Payable																	
Other Sources/Uses																	
Investments																	
All Other Financing Sources																	
All Other Financing Uses																	
State/Title Improvement																	
Capital Outlay																	
Debt Service Principal																	
Prior Year Transactions																	
Accounts Receivable	489,763	0	489,763	476,072												489,763	
Accounts Receivable-TLC-Pre-K	0	0	0													0	
Loans Receivable-TLC-Pre-K	200,000	0	200,000													200,000	
Prepaid Expenses/Deposits	0	0	0													0	
Accounts Payable	-163,377	0	-163,377													-163,377	
Accounts Payable-TLC-Pre-K	0	0	0													0	
Loans Payable	0	0	0													0	
Payroll Liabilities	-130,725	0	-130,725													-130,725	

Total Adjustments and Prior Year	395,861	0	395,861	345,347	11,855	11,855	-137,831	11,855	11,855	11,855	11,855	11,855	11,855	11,855	11,855	328,066	-130,405
10/7/2018 3:46 PM																	
Ending Cash Balance				1,828,799	1,849,032	1,747,773	1,583,818	1,557,827	1,793,498	1,650,404	1,644,413	1,944,087	1,836,951	1,843,341	2,061,493	2,061,493	2,242,887

Tracy Learning Center - Millennium Charter School
2018-19
Pro-Forma

Tracy Learning Center - Millennium Charter School
2018-19
Pro-Forma

Enrollment and ADA Data

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
2	Millennium High School													
3	RESIDENT STUDENTS ENROLLMENT													
4	Year	K	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th
11	2011-12										123	117	91	104
12	2012-13										131	118	115	83
13	2013-14										140	129	115	104
14	2014-15										128	130	116	106
15	2015-16										143	130	135	102
16	2016-17										144	138	124	127
17	2017-18										141	142	133	120
18	2018-19										160	144	142	131
19	2019-20										160	144	142	131
20	2020-21										160	144	142	131
21	NON-RESIDENT STUDENTS ENROLLMENT													
22	Year	K	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th
29	2011-12													
30	2012-13													
31	2013-14													
32	2014-15													
33	2015-16													
34	2016-17													
35	2017-18													
36	2018-19													
37	2019-20													
38	2020-21													
39	Millennium High School													
40	STUDENT ATTENDANCE				STUDENT ATTENDANCE				STUDENT ATTENDANCE					
41		K-3			4-6			7-8						
42	Year	BUDGET	P-1	P-2	EST.	BUDGET	P-1	P-2	EST.	BUDGET	P-1	P-2	EST.	
49	2011-12													
50	2012-13													
51	2013-14													
52	2014-15													
53	2015-16													
54	2016-17													
55	2017-18													
56	2018-19													
57	2019-20													
58	2020-21													

Enrollment and ADA Data

	A	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB
Millennium High School															
2	RESIDENT ENROLLMENT RECAP														
3	NON-RESIDENT ENROLLMENT RECAP														
4	Year	K-3	4-6	7-8	9-12	SWP Hrs	LEP/F&R	Total	K-3	4-6	7-8	9-12	SWP Hrs	LEP/F&R	
11	2011-12							435							
12	2012-13							447							
13	2013-14							488							
14	2014-15							478							
15	2015-16							510							
16	2016-17							533							
17	2017-18							536							
18	2018-19							577							
19	2019-20							577							
20	2020-21							577							
21	TOTAL ENROLLMENT RECAP														
22	Year	K-3	4-6	7-8	9-12	SWP Hrs	LEP/F&R	Total							
29	2011-12							435							
30	2012-13							447							
31	2013-14							488							
32	2014-15							478							
33	2015-16							510							
34	2016-17							533							
35	2017-18							536							
36	2018-19							577							
37	2019-20							577							
38	2020-21							577							
39	Millennium High School														
40	STUDENT ATTENDANCE														
41	RECAP K-12														
42	Year	BUDGET	P-1	P-2	EST	BUDGET	P-1	P-2	EST						
49	2011-12	435.00	428.23	421.77	421.77	435.00	428.23	421.77	421.77						
50	2012-13	447.00	434.42	429.98	429.98	447.00	434.42	429.98	429.98						
51	2013-14	488.00	475.12	474.65	474.65	488.00	475.12	474.65	474.65						
52	2014-15	478.00	465.87	461.31	461.31	478.00	465.87	461.31	461.31						
53	2015-16	510.00	497.65	491.22	491.22	510.00	497.65	491.22	491.22						
54	2016-17	533.00	520.22	519.05	519.05	533.00	520.22	519.05	519.05						
55	2017-18	536.00	523.64	521.47	521.47	536.00	523.64	521.47	521.47						
56	2018-19	577.00	563.69	561.35	561.35	577.00	563.69	561.35	561.35						
57	2019-20	577.00	563.69	561.35	561.35	577.00	563.69	561.35	561.35						
58	2020-21	577.00	563.69	561.35	561.35	577.00	563.69	561.35	561.35						

Enrollment and ADA Data

	A	AC
2		
3		
4	Year	Total
11	2011-12	
12	2012-13	
13	2013-14	
14	2014-15	
15	2015-16	
16	2016-17	
17	2017-18	
18	2018-19	
19	2019-20	
20	2020-21	
21		
22	Year	
29	2011-12	
30	2012-13	
31	2013-14	
32	2014-15	
33	2015-16	
34	2016-17	
35	2017-18	
36	2018-19	
37	2019-20	
38	2020-21	
39		
40		
41		
42	Year	
49	2011-12	
50	2012-13	
51	2013-14	
52	2014-15	
53	2015-16	
54	2016-17	
55	2017-18	
56	2018-19	
57	2019-20	
58	2020-21	

Enrollment and ADA Data

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	
59	ATTENDANCE TO ENROLLMENT														
60	K-3														
61	Year	BUDGET	P-1	P-2	EST.	BUDGET	P-1	4-6	P-2	EST.	BUDGET	P-1	7-8	P-2	EST.
68	2011-12														
69	2012-13														
70	2013-14														
71	2014-15														
72	2015-16														
73	2016-17														
74	2017-18														
75	2018-19														

Enrollment and ADA Data

	A	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB
59	ATTENDANCE TO ENROLLMENT														
60	9-12														
61	Year	BUDGET	P-1	P-2	EST				BUDGET	P-1	P-2	EST			
68	2011-12	100.00%	98.44%	96.98%	96.98%				100.00%	98.44%	96.98%	96.98%			
69	2012-13	100.00%	97.19%	96.19%	96.19%				100.00%	97.19%	96.19%	96.19%			
70	2013-14	100.00%	97.36%	97.26%	97.26%				100.00%	97.36%	97.26%	97.26%			
71	2014-15	100.00%	97.46%	96.51%	96.51%				100.00%	97.46%	96.51%	96.51%			
72	2015-16	100.00%	97.58%	96.32%	96.32%				100.00%	97.58%	96.32%	96.32%			
73	2016-17	100.00%	97.60%	97.38%	97.38%				100.00%	97.60%	97.38%	97.38%			
74	2017-18	100.00%	97.69%	97.29%	97.29%				100.00%	97.69%	97.29%	97.29%			
75	2018-19	100.00%	97.66%	97.29%	97.29%				100.00%	97.66%	97.29%	97.29%			

Enrollment and ADA Data

	A	AC
59		
60		
61	Year:	
68	2011-12	
69	2012-13	
70	2013-14	
71	2014-15	
72	2015-16	
73	2016-17	
74	2017-18	
75	2018-19	