Latino College Preparatory Academy

Latino College Preparatory Academy (LCPA)
Charter Petition Appendix

14271 Story Rd. San Jose, CA. 95127
408-729-2281 | www.sjlcpa.org

Latino College Preparatory Academy (LCPA)
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THE FOUNDATION for HISPANIC EDUCATION
Innovation & Transformation since 1981

The Foundation for Hispanic Education (TFHE) Board of Trustees Roster – 2020/2021

Name	Organization	Title	Email
Dr. Ramon Jimenez	Self Employed	Orthopedic Surgeon	ramon@jimenez.net
Sarah Valencia	Silicon Valley Community Foundation	Vice President, Finance	svalencia@svcf.org
Eva Blanco Masias	Santa Clara University	Vice President, Enrollment	EBlanco@scu.edu
Betty Jimenez	Intel	Senior Physical Microchip Designer	bettyjimenez63@yahoo.com
Jose Iglesias	Self Employed	High Teach Consultant and Independent Director	iglesiasjosel@yahoo.com
Jesus J. Rocha	JR Interpreting Inc.	Chief Executive Officer	jjrocha@jrinterpreting.com
David Orozco	Bravo! House of Enchiladas	Owner	bravocaterings@gmail.com

Latino College Preparatory Academy (LCPA)
Charter Petition Renewal

Appendix 1: TFHE Board of Trustees Roster

THE FOUNDATION for HISPANIC EDUCATION
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TFHE Board of Trustees Directory – 2020 – 2021 Academic Year

Ramon Jimenez, M.D.
TFHE Board Member (Since 2008)
TFHE Chairman (Since 2017)

Dr. Ramon Jimenez is a board-certified orthopedic surgeon who for 35 years specialized in total joint replacements and arthroscopic surgery, serving patients in San Jose, the city where he was born and raised. He is a product of Jesuit education having graduated from Bellarmine College Preparatory, Santa Clara University and the Saint Louis University School of Medicine. Locally he served on the Board of Trustees of both Regional Medical Center and O'Connor Hospital. He has held many leadership positions in orthopedic organizations, including President of the California Orthopedic Association and the Western Orthopedic Association (14 western states). He is currently the President of Orthopedic Research & Education Foundation, a national organization that raises funds for orthopedic research and education initiatives. The main thrust of his work has been the education of the orthopedic and medical community in diversity and the elimination of muscular-skeletal healthcare disparities.

Dr. Jimenez is committed to mentorship at all levels from students of middle school through medical school. His objectives are particularly directed at decreasing barriers in the educational pipeline for Hispanic/ Latino and marginalized minority students. He practices and advocates a lifelong commitment to "Give Back".

Sarah Valencia
TFHE Board Member (Since 2017)
TFHE Vice-Chairperson (Since 2017)

Sarah Valencia is vice president of finance at Silicon Valley Community Foundation and is responsible for developing and monitoring the annual budget, financial reporting, internal controls and overseeing the annual audit and tax preparation process. Sarah first joined the foundation in 2005 and held various positions within accounting until her promotion to vice president of finance in 2014.

Sarah holds a bachelor's degree in Finance from Santa Clara University and serves as an audit committee member of American Civil Liberties Union of Northern California as well as Northern California Grantmakers.

THE FOUNDATION for HISPANIC EDUCATION
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José Iglesias
TFHE Board Member (Since 2012)

Mr. José Iglesias is an experienced executive in the software and services business' having held a wide variety of positions including general management of an over half a billion-dollar business, growing businesses profitably, managed off-shoring initiatives, product and portfolio management, and product & services development among others. Iglesias was an executive at Hewlett-Packard (HPQ) Software division Consulting & Education Services where he led a team of Chief Technology Officers, Content Developers, and Marketing to develop a winning strategy to successfully turn the business around into profitability while ensuring high customer satisfaction.

He holds a bachelor's degree in mathematics and a master's degree in computer science, both from Stanford University. Iglesias spent three years on the Board of Directors for the Sustainable Silicon Valley (SSV) organization, before transitioning onto its Advisory Board, and he currently serves on the TFHE Board of Trustees for The Foundation for Hispanic Education. He is a member of the Society of Hispanic Professional Engineers, the Institute of Electrical and Electronics Engineers (IEEE), and the Stanford Alumni Association.

Eva Blanco Masias
TFHE Board Member (Since 2020)

Eva Blanco Masias has been with Santa Clara University's Undergraduate Admission Office since 2003. As Vice President for Enrollment Engagement, she is responsible for setting and leading the strategic direction of all admission and recruitment efforts for first-year and transfer students, including oversight of all technical and marketing initiatives. Eva holds a Bachelor of Arts degree in Economics from Yale University and a Master of Education Administration from Santa Clara University.

Eva worked for ten years in Latino media as a leader in ad sales and marketing for several start-up operations launching into Latin American and the U.S. Hispanic market, including Fox Latin American Channel, USA Networks, Discovery Networks, and El Sition.com. She has served on several boards and committees of local and national non-profit organizations and is currently President of the National Catholic College Admission Association. Originally from Venice Beach, Eva lives in San Jose with her husband and young daughter.

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Betty Jimenez
TFHE Board Member (Since 2020)

Beatríz (Betty) Jiménez is a Senior Physical Microchip Designer at Intel Corporation with more than 20 years of experience on high-speed analog, digital and mixed circuits. Currently, she works on a team-base environment where she leads, supervises, and supports other peers on technical issues, floor-plans the complete hierarchical layout and delegates tasks maintaining a goal-based schedule. She first began her work after college in the tech industry working at the largest data center in Latin America at Bancomer as a Technical Support for IBM Mainframes Operating Systems (MVS) in Mexico City. Soon after, she immigrated to the United States and started working at Intel ever since. She has received different awards including few Intel Divisional Awards for delivering different microchip layouts.

She received her Bachelor of Science degree in Actuarial Science with a focus in Computer Science from Universidad National Autónoma de Mexico (UNAM) with honors. Betty went back to school to study Physical Design at the Institute of Business and Technology (IBT). She is currently a member of the Intel Latinx network and volunteers her time helping women in homeless shelters. Betty believes that higher education, continuous self-directed learning, persistence, and hard work are imperative to be successful in today's Technology Industry.

Jesús J. Rocha
TFHE Board Member (Since 2020)

Jesús a first-generation graduate, holds a BA with a major in Biology from the University of California at Santa Cruz (UCSC). At UCSC, he tutored Spanish for Spanish speakers and also worked at multiple local elementary and high schools in Monterey and Santa Cruz Counties through the Mini-Corp Migrant Teacher Assistant Program. While at Mini-Corp, Jesús worked and tutored migrant students in different subjects. Through a sponsored UCSC internship in 1992, he volunteered at an urgent care medical clinic in Salinas CA, where different multi-specialty MD's used him as an interpreter and that's where he fell in love with interpreting. Soon after graduating in 1993, Jesús started an interpreting agency (JR Interpreting, Inc.) serving the Limited English Proficient (LEP) communities in Northern, Central, and Southern CA.

Jesús then became a certified medical interpreter in 1994, an administrative hearing interpreter in 2002, then acquired the State of California Court Interpreter certification in 2013, and is currently working towards becoming Federally certified. He has interpreted at a Spanish local radio station addressing workers' compensation-related issues and concerns. His interpreting travels have taken him as far as México City to interpret at the México City Shriner Hospital's Board of Directors Meeting.

Jesús is currently serving as an officer and steering committee member for The Coalition of Professional Translators and Interpreters of California (CoPTIC) to achieve an exemption from AB5 for all professional interpreters and translators in California. His objective is to inspire the new generations and create a sense of self-pride in being multicultural and bilingual.

David Orozco
TFHE Board Member (Since 2020)

Mr. David Orozco was born in Jalisco, Mexico, and immigrated with his parents at the young age of four. His family immigrated to San José and David attended school at all grade levels in this area. David Orozco attended the Latino College Preparatory Academy (LCPA) when it first opened at the current site. Graduating in 2005, he is a member of the first LCPA graduating class. David also achieved eligibility to attend a four-year university having met the requirements and vision of the late Dr. Roberto Cruz.

After graduating from LCPA, David moved to Los Angeles to pursue his dream of playing music. Knowing it was a risk, he networked and made friends identify rock bands to play in as he strived to become successful playing his guitar. He remained in Los Angeles until 2009 when he decided to move back to San Jose. At the age of 24, with an interest in being an entrepreneur, David opened a small business called, “Bravo! House of Enchiladas” in 2012. Today, he has achieved success and worldwide recognition.

Latino College Preparatory Academy (LCPA)
Charter Petition Renewal

Appendix 2: TFHE Board of Trustees Directory

THE FOUNDATION for
HISPANIC EDUCATION
Innovation & Transformation since 1981

The Foundation for Hispanic Education

Board of Trustees Orientation Packet



Our Organization

The Foundation for Hispanic Education (TFHE) was established in 1981 as a product of the late Dr. B. Roberto Cruz's vision of providing quality education and support for all underserved learners, with a focus on Latino students.

With committed faculty and staff members, TFHE now serves 1,050 students from the community neighborhoods of Mayfair, Mt. Pleasant, Sylvandale, Santee, Alum Rock, and all of East San Jose. TFHE operates the three public charter high schools of Latino College Preparatory Academy (LCPA), Luis Valdez Leadership Academy (LVLA) and B. Roberto Cruz Leadership Academy (RCLA).

For more information, please visit our website at tfhe.org.



Mission

The mission of the Foundation for Hispanic Education is to provide leadership in the education of English Language Learners (ELL) and the development of specialized training programs for teachers of English Language Learners. This mission is reflected in its school sites operating in service to the East San Jose community with an emphasis on offering responsive programming to create optimal post-secondary outcomes.

Latino College Preparatory Academy (LCPA)

Home of the Eagle Warriors since 2001



School Overview:

Latino College Prep Academy (LCPA) focuses on providing its students with a rigorous curriculum, a strong faculty, and an environment made up of high expectations and community. With a history as one of the longest running charter schools in San Jose, the school has a reputation for strong community support for East San Jose students.

With its innovative curriculum, capable faculty, and nurturing environment, LCPA has become a viable educational option for each and every student, especially English Language Learners. With its focus on bi-literate educational programs, LCPA fills a unique niche in providing these students the time and focus to reach the academic level of English that is critical for academic achievement, meeting proficiency for standardized tests, and pursuing postsecondary educational opportunities.

School Address: 14271 Story Road, San Jose, CA 95127

School Website: sjlcpa.org

School Principal: Jesus Rios

Enrollment: 405 Students

School Phone: (408) 728-2829

Luis Valdez Leadership Academy (LVLA)

Home of the Lions since 2013



School Overview:
Luis Valdez Leadership Academy (LVLA) is a distinguished college preparatory academy that prepares first-generation students to experience academic and social success at a four-year university or college. In the vein of its school's namesake, the school site offers a Visual and Performing Arts (VPA) Program through its ACTOS digital media and theatre program to students at all four grade levels.

LVLA believes that if you hire teachers who care about students and understand the unique needs of our students and families, then there will be extraordinary results in the classroom. Its teachers are passionate, talented, and committed to advancing the school's mission and vision.

School Address: 1855 Lucretia Avenue, San Jose, CA 95122

School Website: sjlvla.org

School Principal: Gricelda Gonzalez

Enrollment: 340 Students

School Phone: (408) 384-4015

B. Roberto Cruz Leadership Academy (RCLA)

Home of the Jaguars since 2014



School Overview:

B. Roberto Cruz Leadership Academy (RCLA) empowers students to become community leaders and socially conscious educators. RCLA implements a rigorous Teacher Academy that integrates technology, real-world projects, community values, bi-literacy, and an environment that promotes personalized learning where students have access to post-secondary educational opportunities.

RCLA aims to educate students through college preparatory courses that empower them to be academically literate, critical thinkers, effective communicators and independent problem solvers who are agents of education and social justice with a commitment toward the community.

School Address: 14281 Story Road, San Jose, CA 95127

School Website: sjrcla.org

School Principal: Roberto Palomo

Enrollment: 270 Students

School Phone: (408) 471-4680 Ext. 4002

TFHE Board of Trustees Members Roster (2020 - 2021 Academic Year)

Name	Designation	Title	Organization
Dr. Ramon Jimenez	Board President	Orthopaedic Surgeon	Independent
Sarah Valencia	Board Secretary/Treasurer	Vice President, Finance	Silicon Valley Community Foundation
Jose Iglesias	Board Trustee/Member	Executive Technology Consultant	Independent
Eva Blanco Masias	Board Trustee/Member	Vice President, Enrollment Engagement	Santa Clara University
Betty Jimenez	Board Trustee/Member	Senior Physical Microchip Designer	Intel Corporation
Jesus J. Rocha	Board Trustee/Member	CEO/Owner	JR Interpreting, Inc.
David Orozco	Board Trustee/Member	Owner	Bravo! House of Enchiladas

TFHE Board of Trustees Members

The TFHE Board of Trustees, as authorized by its bylaws and articles of incorporation, acts as the Governing Board of The Foundation for Hispanic Education (TFHE) school sites with the authority to carry out the responsibilities of its Governance Authority.

TFHE Board of Trustees can be between five to nine members and meet for Quarterly Board Meetings (at minimum) or more often if needed with Special Meetings scheduled throughout each academic year. Per California Education Code 47604 (b), the Governing Board of authorizer East Side Union High School District (ESUHSD) that grants the charter for the establishment of the charter school is entitled to a single representative on the Board of Trustees of the nonprofit benefit corporation.

The role of the The Foundation for Hispanic Education (TFHE) Board of Trustees is to direct the effort to fulfill the Foundation's mission to provide quality education for English language learners, and the improvement of education generally for all students.

Board President, Dr. Ramon Jimenez



Dr. Ramon Jimenez is a board-certified orthopaedic surgeon who for 35 years specialized in total joint replacements and arthroscopic surgery, serving patients in San José, the city where he was born and raised. He is a product of Jesuit education having graduated from Bellarmine College Preparatory, Santa Clara University, and the Saint Louis University School of Medicine. Locally he served on the Board of Trustees of both Regional Medical Center and O'Connor Hospital. He has held many leadership positions in orthopaedic organizations, including President of the California Orthopaedic Association and the Western Orthopaedic Association (14 western states).

He is the past President of Orthopaedic Research & Education Foundation, a national organization that raises funds for orthopaedic research and education initiatives. The main thrust of his work has been the education of the orthopaedic and medical community in diversity and the elimination of musculoskeletal healthcare disparities. He is committed to mentorship at all levels from students of middle school through medical school. His objectives are particularly directed at decreasing barriers in the educational pipeline for Hispanic / Latino and marginalized minority students. He practices and advocates a lifelong commitment to "Give Back". Dr. Jimenez has served on The Foundation for Hispanic Education Board since 2006.

Message from Chief Executive Officer, Dr. Sherry Segura



Dr. Sherry Segura has more than 22 years of education experience and is a proud product of the California public school system. She served as a middle school language arts, English language development, and reading intervention teacher. She spent 7 years as an instructional coach, supporting teachers in growing and developing their craft. She was a successful early childhood, elementary, and K-8 school administrator in Colorado and California. She is committed to providing all students with a rigorous, high-quality education coupled with enrichment opportunities to ensure post-secondary success.

Her unique experience of teaching, coaching and overseeing preschool, elementary, middle school, high school, undergraduate, graduate, and Doctoral students is pivotal to understanding the entire academic trajectory. Dr. Segura received a Bachelor of Arts degree in Humanities and Fine Arts from the University of Central Florida. She earned a Master of Education from the University of Houston and a Doctor of Philosophy in Curriculum and Instruction from the University of Denver. Dr. Segura served as an adjunct professor in the Morgridge College of Education at the University of Denver and is currently an adjunct professor in the School of Education and Psychology at Santa Clara University. She was the Chief Academic Officer at The Foundation for Hispanic Education prior to becoming the organization's Chief Executive Officer.

Schedule of TFHE Board Meetings - 2020-2021 Year

Hello TFHE Board of Trustees Members,

Please see below for the schedule of upcoming Board Meetings for The Foundation for Hispanic Education (TFHE) Board of Trustees in the 2020-2021 academic year:

- Special Board Meeting (Brown Act Training): **Friday, July 24, 2020** – 4:30 p.m.
- Quarterly Board Meeting: **Wednesday, September 2, 2020** – 3:00 p.m.
- Special Board Meeting (LCAP Approval): **Tuesday, September 29, 2020** - 5:00 p.m.
- Quarterly Board Meeting: **Wednesday, December 2, 2020** – 3:00 p.m.
- Quarterly Board Meeting: **Wednesday, March 3, 2021** – 3:00 p.m.
- Quarterly Board Meeting: **Wednesday, June 16, 2021** – 3:00 p.m.

Special Meetings are subject to addition throughout the academic year. Please be advised that all Board Meetings will have their agenda and minutes posted in compliance with all current Brown Act requirements.

Additionally, all Board Meetings will be conducted via Zoom and open to the public until further notice due to COVID-19 measures in place. Should any Board Meetings be permitted to take place in-person, they will be located at 14271 Story Road, 3rd Floor – Rooms 302/304, San Jose, CA 95127.

Should you have any questions, please do not hesitate to contact us at mfarfan@tfhe.org or by phone at (408) 585-5022 Ext. 1039. Thank you.

Respectfully,

The Foundation for Hispanic Education

Key Contact Information - 2020-2021 Year

Name	Title	Phone	Email
Dr. Ramon Jimenez	Board President	(408) 497-2663	ramon@jimenez.net
Dr. Sherry Segura	Chief Executive Officer	(303) 507-6862	ssegura@tfhe.org
Martin E. Farfan	Director of Compliance & Equity	(562) 457-9481	mfarfan@tfhe.org
Jaime Sanchez	Accountant/Finance	(408) 514-7602	jsanchez@tfhe.org

Reference Document Legend - Historical Records

Document Name	File Link
Revised Second Amended Bylaws	https://drive.google.com/file/d/1ixvTwBULlQ1ag4cHMQfeRAxAjqafiQtB/view?usp=sharing
Organizational Chart (2020-2021)	https://drive.google.com/file/d/1UxBEG-hP2-hxnavp3EXTvuioMD-KNNvi/view?usp=sharing
Board Meeting Agenda and Minutes Webpage	https://www.tfhe.org/apps/pages/BoardAgendaandMinutes
Brown Act, Conflict of Interest, and Governance Practice Training	https://drive.google.com/file/d/1qMerQK5KB80-0WmRx_MLalC3bdC-rbiB/view?usp=sharing
2019 Audit Report (CliftonLarsonAllen)	https://drive.google.com/file/d/1iC_HTxquZZLyb1c7Ac6tTU7bvjY8eeKc/view?usp=sharing

Latino College Preparatory Academy (LCPA)
Charter Petition Renewal

Appendix 3: TFHE Board of Trustees Orientation Packet

Latino College Preparatory Academy (LCPA)
Charter Petition Renewal

Appendix 4: Resumes of Dr. Sherry Segura (CEO) and Principal Jesus Rios

Sherry K. Segura, Ph.D.

4338 S. Field Court

Littleton, CO 80123

segura.s.k@gmail.com (303) 507-6862

Profile

I believe that it is our moral imperative as educators to provide opportunities for all students to become college and career ready in order to realize their dreams. The areas of focus for my dissertation include teacher education, professional learning communities, instructional coaching, and language acquisition. My professional goal is to ensure every school I serve exceeds the educational needs of all students with an emphasis on marginalized youth. My objective is to build instructional and leadership capacity by providing professional development to all stakeholders that supports high-caliber academic expectations system wide. I am committed to implementing differentiated meaningful, comprehensive professional development for teachers to improve the quality of instruction for all students and purposefully serving emerging bilingual students in order to ensure students are able to access complex, academically challenging content.

Professional Experience

- **Principal, Hillcrest K-8 (2016-2017) Oakland Unified School District**
    - National Blue Ribbon School
    - California Distinguished Scool
    - STEAM project-based learning
    - Highest performing school in OUSD
- **Principal, Rose Hill Elementary School (2013-2016)**
    - Turnaround to Improvement status in 2 years
    - Implementation of Driven By Data
    - Courageous Conversations Equity Training and Implementation
    - Development of Rose Hill Parent Leadership Team
    - Superintendents Leadership Academy, Association of Latino Administrators and Superintendents

- **Adjunct Professor (2010-2013)**
  - ✓ University of Denver, CO
  - o Courses: Second Language Acquisition, Supporting ELLs Across the Content Areas, Community Based Research

- **Humanities Facilitator (2007- 2012)**
  - ✓ Kepner Middle School-Denver, CO
  - o Provide coaching for: Special Education, Literacy, English Language Development, Math, Social Studies, Science, Electives and all Interventions.
  - o Duties include Site Assessment Leader, purchasing curriculum and classroom materials, implementation of Response to Intervention, organization and delivery of professional development, facilitation of learning labs and instructional rounds, monitoring use of district curriculum and initiatives, supporting administration with E.L.L mandate compliance, and Advisory duties.

- **Instructional Coach/Language Arts Teacher (2006- 2007)**
  - ✓ Horace Mann Middle School-Denver, CO
  - o 7th and 8th grade Literacy and Literacy Skills teacher
  - o Instructional Coach- language arts, interventions, social studies
- **6th grade Elementary Teacher (2002- 2006)**
  - ✓ Saint Laurence Catholic School- Sugar Land, TX
  - o Curriculum Committee Chair for ECE through 8th grade
  - o 6th grade GT and Honors Literature and English teacher

Education

- **Superintendent Leadership Academy-ALAS,** (May, 2016)
- **Doctor of Philosophy** (March, 2015) Curriculum and Instruction- Teacher Education
  - ✓ University of Denver

- **Weekend School Executive Preparation Program** (July, 2010)
  - ✓ University of Denver

- **Master of Education**: (August, 2002) Curriculum and Instruction-Urban Education
  - ✓ University of Houston

- **Bachelor of Arts** (December 1999) Humanities and Fine Arts
  - ✓ University of Central Florida

Certifications and Endorsements

- Colorado Principal License #0492423
- Colorado Elementary Teaching License #0435578

Professional Development Provided

College Board Trainer

- •Language Acquisition (QTEL)
- •Cooperative Learning

Jesús Rios

Jesusrios82@gmail.com Mobile Number: (408) 728-2829

Professional Experience:

July 2015 to Present

The Foundation for Hispanic Education
Director

- Director of Latino College Preparatory Academy
- Responsible for leading and evaluating teacher instruction
- Responsible for the development and implementation of LCAP, SSC, and ELAC plans
- Responsible for ensuring the safety and social emotional welfare of 430 student body and 28 faculty/staff
- Develop and implement a school-wide discipline system
- Conduct home visits with struggling academic students
- Founding Director of Roberto Cruz Leadership Academy

August 2011 to Present

Yerba Buena High School, San Jose, CA
Associate Principal

- Responsible for ensuring the safety and welfare of 1,600 student body and 80 faculty and staff members
- Implemented criteria for an effective school-wide discipline system thus reducing the number of student suspensions and expulsions
- Evaluated teacher instruction
- Implemented the S3 Saturday School Program; recovering 2,000 days of attendance
- Monitored school wide attendance and attendance recovery programs
- Conducted home visits related to truancy and the SOAR Independent Studies Program
- Planned, organized and conducted school wide emergency drills
- Interviewed & selected prospective applicants for the SOAR Independent Studies Program
- Served on district's expulsion hearing panels
- Collaborated with Mental and Emotional Health Social Workers and Community Based Organizations to address student needs

March 2005 to July 2011

Independence High School, San Jose, CA
Associate Principal

- Responsible for overseeing Pegasus High School (alternative education program serving 120 juniors and seniors)
- Responsible for ensuring the safety and welfare of 3,600 student body and 200 faculty/staff on 106 acre campus'
- Monitored and enforced school/ district discipline rules including suspensions/expulsions; Updated and implemented school safety plan
- Reviewed all transfer requests to and from Independence High School;
- Reviewed all alternative placement requests from Independence High School;
- Planned, organized and conducted school-wide emergency drills/ protocol;
- Responsible for school-wide attendance;
- Assisted athletic directors with policy enforcement, athletic eligibility, & hiring coaches

August 1999 - 2006

Gilroy High School, Gilroy, CA
Academic Coordinator

- Assisted students within Duplex #3 with academic achievement, 4-year academic planning, and attendance related issues;
- Conducted student career interest surveys;
- Coordinated Sophomore Advising Program;

- Served as on-site administrator for SAT Monthly Examinations;
- Served as school site Lead for Partnership with SJSU Trio Dissemination;
- Provided individual and group instruction on goal-setting and post-secondary planning;
- Facilitated parent, teacher, student meetings and 504's;
- Facilitated bi-weekly Student Services Department Meetings;
- Collected and analyze data to assist with student achievement;
- Assisted staff with pathway curriculum development;
- Developed academic support programs and serve as a liaison to on-campus programs. (i.e. Trio Dissemination, Cal-SOAP, Scholar's and Achieve Programs.)
- Coordinated and assist in administering tests;
- Responsible for sharing administrative supervision of extra-curricular activities and daily supervision of the campus.

June 2002 – August 2002 **Gilroy High School, Gilroy, CA**
Summer School Principal

- Served as the Instructional Leader for GHS Summer school program 2002;
- Created student database, and master schedule for summer program;
- Responsible for operating a 900 student summer program serving students from 6th grade through 12th grade'
- Responsible for hiring, supervising and evaluating 30 certificated staff, 4 classified staff, and 4 literacy mentors;
- Responsible for overseeing daily attendance, student discipline referrals, student achievement and campus safety

March 1998 – August 1999 **YWCA Santa Clara Valley, San Jose, CA**
New Options' Program Manager

- Managed a multifaceted teen pregnancy prevention program at local high schools.
- Oversee the development and implementation of 6 program components, including an academic counseling and career development program.
- Conducted program planning and managed a $400,000 annual budget.
- Developed and implemented quarterly measurement and assessment reviews.
- Managed a team of 8 staff members servicing over 500 high-school students.
- Chaired various community advisory boards including, the Adolescent Pregnancy Prevention Network's downtown work group and the state's Teen Rally for a Healthy Future committee in San Jose.
- Created student and parental awareness of current statistics regarding teen pregnancies and promoted preventative measures.

July 1994 - March 1998 **San Jose State University, San Jose, CA**
Outreach and Recruitment Officer

- Implemented a long-term recruitment program targeting high-school students from the Monterey Peninsula, San Jose and Santa Clara service areas.
- Developed and managed the University's current tour program, which consisted of 15 student interns.
- Promoted higher education to high-school students conducting motivational workshops and presenting CSU admissions and financial aid overviews.
- Provided technical assistance to students and their parents with the CSU admissions procedure.
- Served as the liaison between the University and the Eastside Union, Santa Clara Unified and Pajaro Valley High-School Districts.
- Evaluated SJSU's first-time freshman applications.
- Supported local human service agencies with information about higher education.

September 1993 - July 1994 **Twelve Together Role Model Program, San Jose, CA**
Program Manager

- Coordinated and implemented an after-school, educational retention program targeting

middle-school students.
- Developed a volunteer program recruiting college students from SJSU to assist with the program's tutorial and mentoring services;
- Conducted regular grade checks with the students' teachers.
- Maintained ongoing communication with parents and coordinated parent presentations about the importance of parental involvement.

July 1993 – Nov. 1993 **San Jose Vice Mayor Blanca Alvarado's Office, San Jose, CA**
Policy Aide

- Served as a community representative trouble shooting constituent concerns.
- Conducted an assessment on the success of the City's new Recycling Program.
- Maintained constituent data base, developed and issued communications and arranged community meetings.

Education:

August 2007 **JFK UNIVERSITY, Campbell, California**
Administrative Credential

August 1999 **SAN JOSE STATE UNIVERSITY, San Jose, California**
Master of Arts, Education: Counseling and Guidance

August 1999 **SAN JOSE STATE UNIVERSITY, San Jose, California**
Pupil Personnel Services (PPS) Credential

June 1999 **California Basic Educational Skills Test (CBEST)**

May 1994 **SAN JOSE STATE UNIVERSITY, San Jose, California**
Bachelor of Arts, Political Science
Minor: Mexican-American Studies

Skills:

- Effective Communication
- Bilingual (Spanish/English)
- Macintosh and PC
- Diverse Community Network
- Group Dynamic Counseling

Latino College Preparatory Academy (LCPA)
Charter Petition Renewal

Appendix 5: Second Amended Bylaws, Article of Incorporation, Conflict of Interest Policy, and Brown Act Policy

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SECOND AMENDED BYLAWS
OF
THE FOUNDATION FOR HISPANIC EDUCATION
(A California Nonprofit Public Benefit Corporation)

ARTICLE I
NAME

Section 1.01 Corporate Name. The name of this corporation is The Foundation for Hispanic Education, formerly known as The NHU Foundation.

ARTICLE II
OFFICES

Section 2.01 Principal Office. The corporation's principal office is located at 14271 Story Road, San Jose, California. The Board of Trustees ("Board") may change the principal office from one location to another within the State of California.

Section 2.02 Other Offices. The Board may at any time establish branch or subordinate offices at any place or places where this corporation is qualified to conduct its activities.

ARTICLE III
PURPOSES

Section 3.01 Description in Articles. The corporation's general and specific purposes are described in its Articles of Incorporation.

ARTICLE IV
DEDICATION OF ASSETS

Section 4.01 Dedication of Assets. This corporation's assets are irrevocably dedicated to charitable and educational purposes. No part of the net earnings, properties, or assets of the corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any Trustee or officer of the corporation. Upon dissolution of the corporation, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the corporation shall be distributed as set forth in its Articles of Incorporation. The corporation shall provide written notice to the California Attorney General at least twenty (20) days before it sells, leases, conveys, exchanges, transfers or otherwise disposes of all or substantially all of its assets in incompliance with

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Section 5913 of the California Nonprofit Public Benefit Corporation Law.

ARTICLE V
CORPORATE MEMBER

Section 5.01 Membership. Latino Education Advancement Foundation, a California nonprofit public benefit corporation, shall be the corporate member of this corporation pursuant to Section 5056 of the California Nonprofit Corporation Law. The membership in this corporation is not transferable, and any attempted transfers shall be null and void.

Section 5.02 Rights of the Member. The corporate member shall have the rights set forth in these bylaws and pursuant to Section 5056 of the California Nonprofit Corporation Law to approve the disposition of all or substantially all of this corporation's assets, any merger and its principal terms and any amendment of those terms, any election to dissolve this corporation, any amendment to these bylaws that would affect the corporate member's rights pursuant to or as required by these bylaws or the California Nonprofit Corporation law, or any amendment to these bylaws or the corporation's Articles of Incorporation that affect the general or specific purposes of this corporation.

Section 5.03 Associates. The corporation may use the term "members" to refer to persons associated with it, but such persons shall not be corporate members within the meaning of Section 5056 of the California Nonprofit Corporation Law.

ARTICLE VI
BOARD OF TRUSTEES

Section 6.01 General Powers. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, including Education Code Section 47604.1 (effective January 1, 2020), and subject to any limitations of the Articles of Incorporation or these Bylaws, the corporation's activities and affairs 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 corporation's activities and affairs shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board. The Foundation for Hispanic Education and the TFHE Board will abide by SB126 as codified in Education Code Section 47604.1

Section 6.02 Specific Powers. Without prejudice to such general powers, but subject to the same limitations, the Board shall have the following powers:

(a) To approve personnel policies and monitor their implementation; to select and remove certain officers, agents, and employees of the corporation, and to prescribe such powers and duties for them as are compatible with law, the Articles of Incorporation, or these Bylaws; to

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fix their compensation (as provided herein, members of the Board are not compensated for service on the Board);

(b) 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;

(c) To change the principal office or the principal business office in California from one location to another; cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; and conduct its activities in or outside California;

(d) To borrow money and incur indebtedness for the corporation's purposes and to cause to be executed and delivered therefore, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and security therefore;

(e) To adopt, make, and use a corporate seal and alter the form of the seal from time to time as it may deem best;

(f) To carry on a business and apply any revenues in excess of expenses that result from the business activity to any activity that it may lawfully engage in;

(g) 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;

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

(i) To enter into any contracts or other instruments, and do any and all other things incidental to or expedient for attainment of the corporation's purposes.

Section 6.03 Number and Election of Trustees.

(a) The Board shall consist of a minimum of five (5) and no more than nine (9) Trustees, with the exact number to be determined from time to time by a resolution of the Board. Trustees shall be elected at the annual meeting by the vote of a majority of Trustees then in office.

(b) So long as the corporation is authorized to and operates a charter school

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pursuant to the Charter Schools Act of 1992, the charter authorizer may select one (1) Trustee to serve on the Board pursuant to Education Code Section 47604(b), who shall serve in addition to the Trustees described in Section 6.03(a).

(c) All Trustees shall have full voting rights, including any parent, community, or charter authorizer representative.

Section 6.04 Terms Of Office. Each Trustee shall hold office for four (4) years, until a successor has been elected by the Board. There shall be no limitation on the number of consecutive terms to which a Trustee may be reelected.

Section 6.05 Events Causing Vacancies On Board. A vacancy on the Board shall be deemed to exist if a Trustee dies, resigns, is removed, or if the authorized number of Trustees is increased. The Board may declare vacant the office of a Trustee who has been declared of unsound mind by a final order of court, convicted of a felony, or found by a final order or judgment of any court to have breached any duty arising under Article 3 of Chapter 2 of the California Nonprofit Public Benefit Corporation Law. Vacancies on the Board shall be filled by the vote of a majority of Trustees then in office. Each Trustee so elected shall hold office until the expiration of the term of the replaced Trustee and until a successor has been duly qualified and elected.

Section 6.06 Removal. Other than the Trustee appointed by a charter authorizer pursuant to Education Code Section 47604(b), any Trustee may be removed at any time by a majority vote of the Board, with or without cause. A Trustee appointed by a charter authorizer may only be removed for cause, as provided in Section 6.05 of these Bylaws.

Section 6.07 Resignation. Subject to the provisions of Section 5226 of the California Nonprofit Public Benefit Corporation Law, any Trustee may resign effective upon giving written notice to the President/ CEO, the Secretary, or the Board, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be elected before then to take office when the resignation becomes effective. No Trustee may resign when the corporation would then be left without at least one (1) Trustee in charge of its affairs.

Section 6.08 Brown Act. At all times that the corporation has a valid charter to operate a charter school and the charter so requires, 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 schools, which are defined as co-extensive with that of its authorizer.

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Section 6.09 Annual Meetings. The Board shall meet annually for the purpose of organization, election of Trustees and appointment of officers, and the transaction of such other business as may properly be brought before the meeting. The annual meeting shall be held on such day in December, and at such place and time, as set forth in the notice of annual meeting, which shall be delivered to all Trustees at least thirty (30) days prior to the meeting.

Section 6.10 Regular Meetings. Regular meetings of the Board, including the annual meetings, shall be held at such times and places as may from time to time be fixed by the Board. There will be a minimum of four (4) total meetings of the Board per year. Regular 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 meetings will be posted seventy-two (72) hours previous to the meeting in a location that is freely accessible to members of the public and on the school's website, if it has one. The notice shall contain a brief general description of each item of business to be transacted or discussed at the meeting.

Section 6.11 Special Meetings. Special meetings of the Board for any purpose may be called at any time by the Chairperson of the Board, if any, the President/ CEO, the Secretary, or any two Trustees. Notice of the time and place of special meetings shall be delivered to each Trustee personally, or by any other means. In compliance with the Brown Act, notice of special meetings shall be provided at least twenty-four (24) hours prior to the time of the holding of the meeting. Any oral notice given personally or by telephone may be communicated either to the Trustee or to the person at the office of the Trustee who the person giving the notice has reason to believe will promptly communicate it to the Trustee.

Section 6.12 Quorum. A majority of the actual number of Trustees then in office shall constitute a quorum. Every action taken or decision made by a majority of the Trustees at a meeting duly held at which a quorum is present shall be regarded as the act of the Board, subject to the provisions of Corporations Code Section 5212 (appointment of committees), Section 5233 (approval of contracts or transactions in which a director has a direct or indirect material financial interest), Section 5234 (approval of certain transactions between corporations having common directorships), Section 5235 (compensation of directors or officers), and Section 5238(e) (indemnification of directors), and 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 Trustees, if any action taken is approved by at least a majority of the required quorum for such meeting.

Section 6.13 Participation in Meetings by Conference Telephone. Subject to the requirements of the California Nonprofit Public Benefit Corporation Law, members of the Board may participate in a meeting through the use of teleconference telephone or similar communications equipment, so long as all Trustees participating in such meeting can communicate

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with one another. Such meeting must also be noticed and conducted in compliance with Section 54953(b) of the Brown Act, including without limitation the following:

(a) At a minimum, a quorum of the members of the Board shall participate in the teleconference meeting from locations within the charter school's jurisdiction;

(b) All votes taken during a teleconference meeting shall be by roll call;

(c) If the Board elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;

(d) All locations where a member of the Board participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;

(e) Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board directly at each teleconference location; and

(f) Members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.

Section 6.14 Waiver of Notice. Notice of a meeting need not be given to any Trustee who signs a waiver of notice or a written consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting the lack of notice to such Trustee prior thereto or at its commencement. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings.

Section 6.15 Adjournment. A majority of the Trustees present, whether or not a quorum is present, may adjourn any Board meeting to another time and place. If the meeting is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the Trustees who were not present at the time of the adjournment.

Section 6.16 Fees and Compensation. Trustees shall serve without compensation for their service. The Board may approve the reimbursement of a Trustee's actual and necessary expenses incurred when conducting the corporation's business. The corporation may carry liability insurance respecting the conduct of the corporation's business by the Trustees.

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Section 6.17 Restriction of Interested Persons as Trustees. No persons serving on the Board may be interested persons, except in the case of the Chief Executive Officer of Schools position pursuant to Education Code Section 47604.1(d). An interested person is (a) any person compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Trustee as Trustee; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. The Board may adopt other policies circumscribing potential conflicts of interest.

ARTICLE VII
OFFICERS

Section 7.01 Required Officers. The officers of the corporation shall be a President (who may also be referred to as the Chief Executive Officer), a Secretary, and a Treasurer (who may also be referred to as the Chief Financial Officer).

Section 7.02 Permitted Officers. The corporation may also have, at the discretion of the Board, a Chairperson of the Board, one or more Vice Chairs, one or more Vice Presidents, and such other officers as the business of the corporation may require, each of whom shall be elected or appointed to hold office for such period, have such authority and perform such duties as the Board at its pleasure from time to time may determine.

Section 7.03 Duplication of Office Holders. Any number of offices may be held by the same person, except the Secretary and the Treasurer/ Chief Financial Officer may not serve concurrently as the President/ CEO or Chairperson of the Board.

Section 7.04 Election of Officers. The corporation's officers shall be elected by the Board at a regular or special meeting of the Board, shall serve at the pleasure of the Board, and shall hold their respective offices until their resignation, removal, or other disqualification from service, until their respective successors shall be elected. Vacancies of officers may be filled by the Board at a regular or special meeting.

Section 7.05 Removal of Officers. Any officer may be removed, either with or without cause, by the Board at any time or, in the case of an officer appointed by another officer, the person with authority to appoint shall also have the power of removal. Any removal shall be without prejudice to the rights, if any, of an officer under any contract of employment.

Section 7.06 Resignation of Officers. Any officer may resign at any time by giving written notice to the Board, but without prejudice to the rights, if any, of the corporation under any contract

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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 7.07 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular election or appointment to such office, provided that such vacancies shall be filled as they occur.

Section 7.08 President/ CEO. The corporation shall have a President. The President shall be the general manager and chief executive officer of the corporation, and, subject to the control of the Board and his or her contract of employment, shall generally supervise, direct, and control the activities, affairs, and officers of the corporation; shall see that all resolutions of the Board are carried into effect; and shall perform any and all other duties assigned by the Board.

Section 7.09 Board Chair. The Board may elect one Trustee to serve as Chair of the Board. He or she shall preside at the Board of Trustees' meetings and shall exercise and perform such other powers and duties as the Board may assign from time to time, such as developing the meeting agenda in conjunction with the CEO or Executive Director. In the absence of the Chair, the a Board designee shall conduct meetings.

Section 7.10 Secretary. The Secretary shall keep or cause to be kept, at the principal office of the corporation or such other place as the Board may direct, a book of minutes of all meetings and actions of Trustees and any committees thereof, with the time and place of holding, whether annual or special, and, if special, how authorized, the notice given, the names of those present at such meetings, and the proceedings of such meetings. The Secretary shall keep, or cause to be kept, at the principal office in 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 Trustees 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 shall give, or cause to be given, notice of all meetings of the Board and any committees thereof required by these Bylaws or by law to be given, and shall distribute the minutes of meetings of the Board to all Trustees promptly after the meetings. The Secretary 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/ Chief Financial Officer. The Secretary shall also have such other powers and perform such other duties as may be prescribed from time to time by the Board.

Section 7.11 Treasurer/ Chief Financial Officer. The Treasurer/ Chief Financial Officer of the corporation shall keep and maintain, or cause to be kept and maintained, adequate and correct

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accounts of the corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, and disbursements. The books of account shall at all times be open to inspection by any Trustee. The Treasurer/ Chief Financial Officer shall deposit, or cause to be deposited, all moneys and other valuables in the name and to the credit of the corporation with such depositaries as may be designated from time to time by the Board; disburse the funds of the corporation as may be ordered by the Board; and shall render to the President/ CEO and Trustees, upon request, an account of all transactions and of the corporation's financial condition. The Treasurer/ Chief Financial Officer shall present to the Board at all regular meetings an operating statement and report since the last preceding regular meeting of the Board. The Treasurer/ 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 7.12 Compensation of Officers. Subject to Section 6.16 (Fees and Compensation), the salaries of officers, if any, shall be fixed from time to time by resolution of the Board, or in the case subordinate officers are appointed by the President/ CEO, the President/ CEO shall also have the authority to fix such officers' salaries, if any, subject to the Board's review as ultimate authority over all expenditures in the budget approval process. In all cases, any salaries received by officers of the corporation shall be reasonable and given in return for services actually rendered for the corporation which relate to the performance of the charitable purposes of the corporation.

ARTICLE XIII
COMMITTEES

Section 8.01 Board Committees. The Board may create one or more committees, each consisting of two (2) or more Trustees to serve at the pleasure of the Board, and may delegate to such committee any of the authority of the Board, except with respect to:

(a) Final action on any matter that, by law, requires approval of all of the Trustees or a majority of all of the Trustees;

(b) The filling of vacancies on the Board or on any committee which has the authority of the Board;

(c) The fixing of compensation, if any, of the Trustees for serving on the Board or on any committee;

(d) The amendment or repeal of the corporation's Bylaws or the adoption of new Bylaws;

(e) The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;

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(f) The appointment of other committees having the authority of the Board; and

(g) The expenditure of corporate funds to support a nominee for Trustee after there are more people nominated for Trustee than can be elected; or

Committees must be created, and the members thereof appointed, by resolution adopted by a majority of the number of Trustees then in office. 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.

Section 8.02 Meetings and Action of Board Committees. Meetings and actions of Board committees shall be governed generally by, and held and taken in accordance with, the Brown Act and provisions of these Bylaws concerning meetings of the Board, except that special meetings of committees may also be called by resolution of the Board. Meetings of committees shall be conducted in accordance with the Brown Act, if applicable. The Board may prescribe the manner in which proceedings of any such committee shall be conducted, so long as such rules are consistent with these Bylaws and the Brown Act, if applicable. In the absence of any such rules by the Board, each committee shall have the power to prescribe the manner in which its proceedings shall be conducted. Minutes shall be kept of each meeting of each committee and shall be filed with the corporate records.

Section 8.03 Revocation of Delegated Authority to Board Committees. The Board may, at any time, revoke or modify any or all of the authority so delegated to a committee, increase or decrease, but not below two (2), the numbers of its members, and may fill vacancies therein from the members of the Board.

ARTICLE IX
INDEMNIFICATION AND INSURANCE

Section 9.01 Indemnification. To the fullest extent permitted by law, the corporation shall indemnify its Trustees, 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" shall have the same meaning herein as in Section 5238(a) of the Corporations Code. On written request to the Board of Trustees by any person seeking indemnification under Corporations Code Section 5238(b) or Section 5238(c), the Board of Trustees 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 Trustees shall authorize indemnification.

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Section 9.02 Other Indemnification. No provision made by the corporation to indemnify its Trustees or officers for the defense of any proceeding, whether contained in the Articles of Incorporation, Bylaws, a resolution of Trustees, an agreement, or otherwise, shall be valid unless consistent with this Article. Nothing contained in this Article shall affect any right to indemnification to which persons other than such Trustees and officers may be entitled by contract or otherwise.

Section 9.03 Insurance. The corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, Trustees, employees, and other agents, to cover any liability asserted against or incurred by any officer, Trustee, employee, or agent in such capacity or arising from the officer's, Trustee's, employee's, or agent's status as such.

ARTICLE X
RECORDS AND REPORTS

Section 10.01 Maintenance of Corporate Records. The corporation shall keep (a) adequate and correct books and records of account; (b) written minutes of the proceedings of the Board and committees of the Board; (c) the original or a copy of its Articles of Incorporation and Bylaws, as amended to date; and (d) such reports and records as required by law. All such records shall be kept at the corporation's principal executive office, or if its principal executive office is outside the State of California, at its principal office in this state.

Section 10.02 Inspection. Every Trustee shall have the absolute right at any reasonable time, and from time to time, to inspect all books, records, and documents of every kind and the physical properties of the corporation. Such inspection by a Trustee may be made in person or by agent or attorney and the right of inspection includes the right to copy and make extracts. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents. The inspection may be made in person or by the Trustee's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and Federal Law. Upon leaving office, each officer or agent of the corporation shall turn over to his or her successor of the President, in good order, such corporate monies, books, records, minutes, lists, documents, contracts, or other property of the corporation as have been in the custody of such officer or agent during his or her term of office.

Section 10.03 Annual Report. Pursuant to Corporations Code Section 6321, within 120 days after the close of its fiscal year the corporation shall send each Trustee and any other persons as may be designated by the Board, a report containing the following information in reasonable detail:

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(a) The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year.

(b) The principal changes in the assets and liabilities, including trust funds, during the fiscal year.

(c) The revenue or receipts of the corporation, both unrestricted and restricted to particular purposes, for the fiscal year.

(d) The expenses or disbursements of the corporation, for both general and restricted purposes, during the fiscal year.

The annual report shall be accompanied by any report thereon of independent accountants or, if there is no such report, by the certificate of an authorized officer of the corporation that such statements were prepared without audit from the books and records of the corporation.

Section 10.04 Annual Statement of Certain Transactions and Indemnifications. As part of the annual report to all Trustees, or as a separate document if no annual report is issued, the corporation shall, within 120 days after the end of the corporation's fiscal year, annually prepare and deliver to each Trustee any information required by Corporations Code Section 6322 with respect to the preceding year.

Section 10.05 Public Inspection and Disclosure. The corporation shall have available for public inspection at its principal office a copy of each of its annual exempt organization information returns for each of the last three years and a copy of its state and federal applications for recognition of exemption.

Section 10.06 Deposit of Funds. All funds of the corporation not otherwise employed shall be deposited in such banks, trust companies, or other reliable depositories as the Board of Trustees from time to time may determine.

Section 10.07 Checks and Notes. All checks, drafts, endorsements, notes and evidence of indebtedness of the corporation shall be signed by such officers or agents of the corporation and in such manner as the Board of Trustees from time to time may determine. Endorsements for deposits to the credit of the corporation shall be made in such manner as the Board of Trustees from time to time may determine.

Section 10.08 Loans. No loans or advances shall be contracted on behalf of the corporation, and no note or other evidence of indebtedness shall be issued in its name, unless and except as authorized by the Board of Trustees. Any such authorization shall related to specific transactions,

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and may include authorization to pledge, as security for loans or advances so authorized, any and all securities and other personal property at any time held by the corporation.

Section 10.09 Contracts. Subject to provisions of applicable law, any note, mortgage, evidence or indebtedness, contract, conveyance, or other instrument in writing any any assignment or endorsement thereof executed or entered into between the corporation and any other person or entity, when signed by the Chair of the Board, The Vice Chair, the President or any Vice President and the Secretary, any Assistant Secretary, the Treasure or any Assistant Treasurer, of the corporation shall be valid and binding on the corporation in the absence of actual knowledge on the part of the person or entity that the signing officers had no authority to execute the same. Any such instruments may be signed by any other person or persons and in such manner as from time to time shall be determined by the Board, and, unless so authorized by the Board, no officer, agent or employee shall have any power of authority to bind the corporation by any contract or engagement of to pledge its credit of to render it liable for any purpose of amount. The board may, by resolution duly adopted, authorize one or more of the officers, agents, and employees of the corporation to enter into signed contracts and instruments on behalf of the corporation.

ARTICLE XI
OTHER PROVISIONS

Section 11.01 Validity of Instruments. Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance, or other instrument in writing and any assignment or endorsement thereof executed or entered into between the corporation and any other person, when signed by the President/ CEO, Vice-President(s), the Chair of the Board, Vice-Chair(s), Secretary or Treasurer/ Chief Financial Officer of the corporation, shall be valid and binding on the corporation in the absence of actual knowledge on the part of the other person that the signing officers had no authority to execute the same. Any such instruments may be signed by any other person(s) and in such manner as from time to time shall be determined by the Board and, unless so authorized by the Board, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or amount.

Section 11.02 Construction and Definitions. Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the California Nonprofit Public Benefit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, the plural includes the singular, and the term "person" includes both a legal entity and a natural person.

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Section 11.03 Fiscal Year. The fiscal year of the corporation shall end on the last day of June of each year.

ARTICLE XII
AMENDMENT OF BYLAWS

Section 12.01 Bylaw Amendments. Subject to Section 5.02 of these 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 Trustees and, if required, prior approval from the member.

###

CERTIFICATE OF ADOPTION OF BYLAWS

I certify that I am the elected and acting Secretary of The Foundation for Hispanic Education, a California nonprofit public benefit corporation, and that the foregoing Bylaws constitute the Bylaws of such corporation that were duly adopted by the corporation's Board of Trustees on September 18, 2019.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the corporation to this certificate on September 18, 2019.

DocuSigned by:
Ray Ruiz
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Secretary, The Foundation for Hispanic Education

NCTO

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RESTATED ARTICLES OF INCORPORATION
OF
THE NHU FOUNDATION

FILED
Secretary of State
State of California
JAN 21 2015

The undersigned certify that:

1. They are the President and the Secretary of The NHU Foundation, a California nonprofit public benefit corporation (the "Corporation").

2. The Articles of Incorporation of the Corporation are amended and restated to read in full as follows:

I.

The name of the Corporation is The Foundation for Hispanic Education.

II.

The Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes. The specific purposes for which this Corporation is organized are to manage, operate, guide, direct and promote one or more California public charter schools.

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.

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 nonprofit public benefit provisions of the Nonprofit 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.

IV.

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.

V.

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 nonprofit 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.

3. The foregoing amendment to and restatement of the Articles of Incorporation have been duly approved by the Board of Directors.

4. The Corporation has no members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Dated: January 13, 2015

Edward Alvarez, President

Raymond Ruiz, Secretary

I hereby certify that the foregoing transcript of 3 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

JAN 30 2015

Date: _____

ALEX PADILLA, Secretary of State

The Foundation for Hispanic Education (TFHE) Schools

CONFLICT OF INTEREST CODE

I. ADOPTION

In compliance with the Political Reform Act of 1974, California Government Code Section 87100, et seq., attached hereto and made apart hereof The Foundation for Hispanic Education hereby adopts this Conflict or Interest Code ("Code"), which shall apply to all governing board members, and all other designated employees of The Foundation for Hispanic Education schools and SPS: K2 ("Charter School"), as specifically required by California Government Code Section 87300.

II. DEFINITION OF TERMS

As applicable to a California public charter school, the definitions contained in the Political Reform Act of 1974, the regulations of the Fair Political Practices Commissions, specifically California Code of Regulations Section 18730, and any amendments or modifications to the Act and regulations are incorporated by reference to this Code.

III. DESIGNATED EMPLOYEES

Employees of these Charter schools, including governing board members and candidates for election and/or appointment to the governing board, who hold positions that involve the making or participation in the making, of decisions that may foreseeably have a material effect on any financial interest, shall be "designated employees." The designated positions are listed in "Exhibit A" attached to this policy and incorporated by reference herein.

IV. STATEMENT OF ECONOMIC INTERESTS: FILING

Each designated employee, including governing board members and candidates for election and/or appointment to the governing board, shall file a Statement of Economic Interest ("Statement") at the time and manner prescribed below, disclosing reportable investments, interests in real property, business positions, and income required to be reported under the category or categories to which the employee's position is assigned in "Exhibit A."

An investment, interest in real property or income shall be reportable, if the business entity in which the investment is held, the interest in real property, the business position, or source of income may foreseeably be affected materially by a decision made or participated in by the designated employee by virtue of his or her position. The specific disclosure responsibilities assigned to each position are set forth in "Exhibit B."

Statements Filed with The Foundation for Hispanic Education Schools. All statements shall be supplied by The Foundation for Hispanic Education Schools. All statements shall be filed with The Foundation for Hispanic Education Schools. The Foundation for Hispanic Education Schools's filing officer shall make and retain a copy of the Statement.

V. DISQUALIFICATION

No designated employee shall make, participate in making, or try to use his/her official position to influence any The Foundation for Hispanic Education or Charter School decision which he/she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family.

VI. MANNER OF DISQUALIFICATION

A. Non-Governing Board Member Designated Employees

When a non-Governing Board member designated employee determines that he/she should not make a decision because of a disqualifying interest, he/she should submit a written disclosure of the disqualifying interest to his/her immediate supervisor. The supervisor shall immediately reassign the matter to another employee and shall forward the disclosure notice to The Foundation for Hispanic Education Schools Chief Executive Officer, who shall record the employee's disqualification. In the case of a designated employee who is head of an agency, this determination and disclosure shall be made in writing to his/her appointing authority.

B. Governing Board Member Designated Employees

Governing Board members shall disclose a disqualifying interest at the meeting during which consideration of the decision takes place. This disclosure shall be made part of the Board's official record. The Board member shall refrain from participating in the decision in any way (i.e., the Board member with the disqualifying interest shall refrain from voting on the matter and shall leave the room during Board discussion and when the final vote is taken) and comply with any applicable provisions of the Charter School bylaws.

VII. Nepotism

When family members are employed by the Charter Schools, in order to avoid conflicts of interest, no immediate family member may have direct supervisor over the progress, performance, pay or welfare of another family member and together they may not be involved with financial controls or physical inventories of school system properties without compliance with all the provisions of this code.

EXHIBIT A

Designated Positions

1. Persons occupying the following positions are designated employees and must disclose financial interests in all categories defined in "Exhibit B" (i.e., categories1, 2 and 3).

   A. Members of The Foundation for Hispanic Education Board of Trustees:

      Dr. Ramon Jimenez, Chairman
      Sarah Valencia, Secretary/Treasurer
      Jose Iglesias, Member
      Betty Jimenez, Member
      Jesus J. Rocha, Member
      David Orozco, Member

   B. Chief Executive Officer (CEO):
      Dr. Sherry Segura

   C. Executive Director, Operations:
      Damian Perez

   D. Principals of Charter Schools:
      Jesus Rios (LCPA), Gricelda Gonzalez (LVLA), Roberto Palomo (RCLA)

   E. Dean of Students:
      Vince Monroy (LVLA)

   F. Director of Compliance & Equity:
      Martin E. Farfan

   G. Human Resources Generalist:
      Juana Paredes

   H. Consultants – disclosure as determined by the CEO

2. Persons occupying the following positions are designated employees and must disclose financial interests defined in Category 1 of "Exhibit B."
   A. Accountant – Jaime Sanchez

3. Persons occupying the following positions are designated employees and must disclose financial interests defined in Categories 2 and 3 of "Exhibit B."

Exhibit B

Category 1 Reporting:

A. Interest in real property which is located in whole or in part either (1) within the boundaries of the District, or (2) within two miles of the boundaries of the District, including any leasehold, beneficial or ownership interests or option to acquire such interest in real property and is of the type that can be utilized for public school use.

(Interests in real property of an individual include a business entity's share of interest in real property of any business entity or trust in which the designated employee or his or her spouse owns, directly, indirectly, or beneficially, a 10% interest or greater.)

B. Investments in or income from persons or business entities engaged in the acquisition or disposal of real property within the jurisdiction, and is if the type which and is of the type that can be utilized for public school use.

C. Investments in or income from persons or business entities engaged in the acquisition or disposal of real property within the jurisdiction, and is of the type that can be utilized for public school use.

(Investment includes any financial interest in or security issued by a business entity, including but not limited to common stock, preferred stock, rights, warrants, options, debt instruments and any partnership interest or other ownership interest.)

(Investments of any individual include a pro rata share of investments of any business entity or trust in which the designated employee or his or her spouse owns, directly, indirectly or beneficially, a ten percent interest or greater.)

(Investment does not include a time or demand deposit in a financial institution, shares in a credit union, any insurance policy, or any bond or other debt instrument issued by any government or government agency.)

Category 2 Reporting:

A. Investments in or income from business entities which manufacture or sell supplies, books, machinery or equipment of the type utilized by the department for which the designated employee is Manager or Charter School Executive Director. Investments include interests described in Category 1.

Category 3 Reporting:

A. Investments in or income from business entities which are contractors or sub-contractors engaged in the performance or work or services of the type utilized by the department for which the designated employee is Manager or Charter School Executive Director.

The Foundation for Hispanic Education Board of Trustees
Compliance with the Ralph M. Brown Act

The Foundation for Hispanic Education Board of Trustees shall comply with all relevant provisions of the Ralph M. Brown Act (Government Code Section 54950, et seq.).

Brown Act Compliance Policies and Process

In its effort to ensure compliance with the Ralph M. Brown Act (Government Code Section 54950, et seq.), The Foundation for Hispanic Education Board of Trustees has established a process to ensure that the public is fully informed of its meetings and has access to relevant meeting materials both by physical and electronic postings.

Distribution and Public Posting of Meeting Agendas

The agendas for each The Foundation for Hispanic Education Board Meeting are publicly posted on the home webpages of both The Foundation for Hispanic Education (TFHE) and of the charter school, as well as in the front offices of TFHE and of the school site more than 72 hours prior to the date and time of the meeting.

The agendas and meeting materials are also distributed via email to the Board of Trustees of The Foundation for Hispanic Education, the administration of The Foundation for Hispanic Education, the administration of the school site, the president of the Teachers' Association, and the East Side Union High School District Director of Instruction at least 24 hours prior to the date and time of the meeting. All members of the aforementioned distribution list are explicitly invited to participate (in person or via teleconference) in all The Foundation for Hispanic Education Meetings for items that are not subject to closed session.

The meetings are held in The Foundation for Hispanic Education offices and are open to any member of the community.

Public Access to Agendas, Minutes, and Meeting Materials

The Foundation for Hispanic Education Meeting agendas, minutes, and meeting materials are available for review at any time in the Foundation for Hispanic Education Offices and on its homepage. The Executive Assistant of the Foundation for Hispanic Education will keep all hard copy records and materials related to The Foundation for Hispanic Education Meetings in publicly accessible binders, as well as on its homepage, with a direct link to the various documents for review at any time. The Executive Assistant of the Foundation for Hispanic Education also has digital back-up copies of all meeting materials for review by internal or external parties.

In addition, all agendas will be prominently posted with a direct link to the current The Foundation for Hispanic Education Meeting agenda on the home webpage of The Foundation for Hispanic Education and of the charter school. These postings will include every agenda of every meeting (e.g. The Foundation for Hispanic Education Board of Trustees, etc.)

They will be:

1) retrievable, indexable, and electronically searchable;
2) platform independent and machine readable; and
3) available to the public free of charge.

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The Foundation for Hispanic Education

Brown Act, Conflicts of Interest and Best Practices for Board Members and Officials

September 2020

Tracie Stender

Procopio Cory Hargreaves & Savitch, LLP

Topics we'll cover

A. SB 126 and its effect on all this
B. Roles and Responsibilities of Board Members and CEO
C. Running Public Meetings (Brown Act and corporate Bylaws)
D. Duty of Care
E. Duty of Financial Oversight
F. Duty of Loyalty (conflicts, confidentiality)
G. Best Practices

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Why is this so important?

Los Angeles Times

CALIFORNIA

Ivy Academia co-founder sentenced for misusing public funds



Charter school co-founder Yevgeny "Eugene" Selivanov, shown here at his trial, was sentenced Friday to four years, eight months in state prison. (Irfan Khan / Los Angeles Times)

By HOWARD BLUME
OCT. 4, 2013 | 6:41 PM

The founders of a San Fernando Valley charter school were sentenced Friday for the misappropriation of more than $200,000 in public funds in a case that could affect charter schools statewide.

Yevgeny "Eugene" Selivanov, the co-founder of Ivy Academia Charter School, faces 4 years and 8 months in state prison.

His wife, Tatyana Berkovich, who had a lesser role in managing school finances, must serve 45 days in County Jail. She also will serve five years' probation and perform 320 hours of community service.

Charter advocates followed the case closely. They said it could expose other operators to prosecution and could undermine the flexibility of California campuses that now enroll more than 410,000 students.

Los Angeles Times

CALIFORNIA

Celerity charter school founder to plead guilty to conspiracy charge, prosecutors say



Vielka McFarlane in 2011. The founder of Celerity Educational Group agreed to plead guilty to one count of conspiracy to misappropriate and embezzle public funds, federal prosecutors said. (Francine Orr / Los Angeles Times)

By ANNA M. PHILLIPS | STAFF WRITER
DEC. 21, 2018 | 4:15 PM

The founder of Los Angeles charter school network Celerity Educational Group has agreed to plead guilty to one count of conspiracy to misappropriate and embezzle public funds, federal prosecutors said Friday.

The felony charge stems from Vielka McFarlane's years-long habit of using her charter schools' credit card to pay for expensive clothing, luxury hotel stays and first-class flights for her and her family.

According to the plea agreement made public Friday, she admitted to misspending about $2.5 million in public funds — all of which had been intended for her students.

This tally included taxpayer money meant for McFarlane's California charter schools that she used to buy and renovate an office building in Columbus, Ohio, where she opened another charter school. At about $2.3 million, the purchase represented the bulk of the misspent funds, prosecutors said.

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SB 126 - General



- The charter "transparency" bill goes into effect January 1, 2020
- Charter Schools – and "entities managing charter schools" – are subject to:
  - Brown Act
  - Public Records Act
  - Conflict of interest rules under Political Reform Act and Gov. Code 1090

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SB 126 - Entity Managing a Charter School



- "Entity managing a charter school" means a nonprofit public benefit corporation that operates a charter school (Ed. Code § 47604.1)
- Operates a charter school (Ed. Code § 47604):
  - Nominating, appointing, or removing board members or officers of the charter school
  - Employing, supervising, or dismissing employees of the charter school
  - Managing the charter school's day-to-day operations
  - Approving, denying, or managing the budget or any expenditures of the charter school that are not authorized by the governing body of the charter school
  - Providing services to a charter school before the governing body of the charter school has approved the contract for those services at a publicly noticed meeting

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Roles and Responsibilities

Independent charter schools are run by nonprofit corporations:

- Board of Directors has legal and fiduciary responsibility for the charter school.
- Typically, the Board is responsible for providing fiscal accountability by approving and monitoring the budget.

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Board's Role

- Board ensures long-term viability of the organization
  - Ultimately responsible for assessing how the school is doing
  - Board members have a duty to support the overall health and performance of the charter
- Board monitors school performance and other data to inform its decisions
- Board hires, compensates, and evaluates CEO

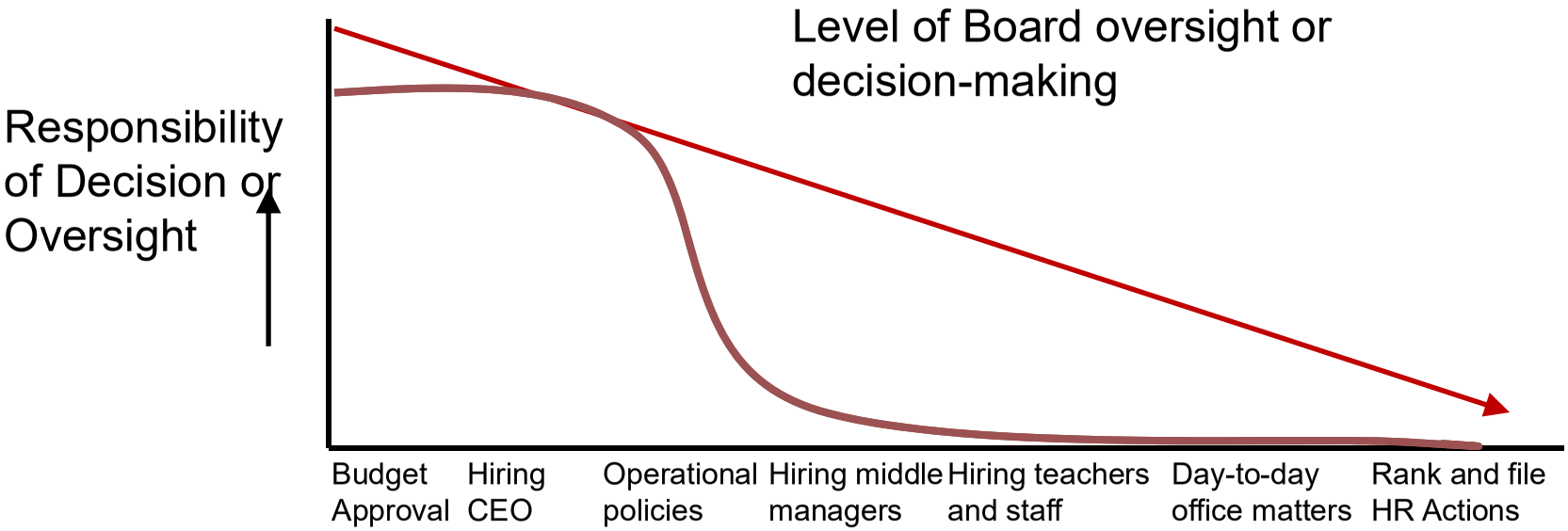
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Typical Roles and Responsibilities

- Board approves the "big stuff":
  - Annual budget
  - Major educational and operational policies
  - Major contracts (leases, loans)
  - Reviews and monitors financial policies and procedures, budget, and finances to inform and evaluate resource allocation
  - Hires and evaluates CEO (and CFO)
  - Major educational and operational policies
  - Ensures long-term viability
- CEO shall "generally supervise, direct and control the activities, affairs and officers of the corporation" (Bylaws, Section 7.08), meaning:
  - In charge of day-to-day operations
  - Selection of all other staff

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When does Board get involved?



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Brown Act (Open Meeting Law)
Holding meetings

- Boards take action at “meetings”
- What is a “meeting”?

  “Any congregation of a majority of the members of a legislative body … to hear, discuss, or deliberate, or take action on any item.”

  You may not, “outside a meeting … use a series of communications … directly or through intermediaries, to discuss, deliberate, or take action ….” (Gov. Code § 54952.2)

  So… avoid inadvertent serial meetings through email or text communications

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Board “Committee” meetings

- Brown Act applies to committees created by board, even if just advisory:
  - Applies to “standing” board committees (e.g., finance committee, audit committee, executive committee)
  - “Ad hoc” committees exempt, but must be board members only, less than quorum, limited existence (until purpose fulfilled)
  - Board can delegate some authority to standing or ad hoc committees, but committee authority strictly limited to the four corners of that delegation
  - ***Tip***: Brown Act is ***inapplicable*** to non-board committees. The CEO can set up her/his own advisory teams instead, which can also inform and ultimately advise the board.

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Holding meetings

- Brown Act "types" of meetings
  - "Regular" meetings require 72 hours posting of notice
  - "Special" meetings require 24 hours notice
  - Teleconferencing
    - Notice in agenda
    - Identify teleconference location
    - Roll call vote
  - Executive Order N-29-20 (March 17, 2020) suspends open meeting laws so long as board meets notice and accessibility requirements

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Holding meetings

- Brown Act limits meeting to posted agenda:
  - Brief general description of business to be transacted (20 words or less)
  - Post in publicly accessible place at/near location
- Must post agenda on website if you've got one
- *Fowler v. City of Lafayette* (2/10/20)*:* Agenda must include copy of threatened litigation
- Record how members vote **under Executive Order N-29-20, must have roll call vote for all teleconference meetings*

Tip: If you miss 72-hour posting deadline to include an item on regular agenda, you can still post a special meeting agenda with 24 hours notice for same time and place.

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Holding meetings—Closed Sessions

- Brown Act limits "closed" sessions:
  - Statutory basis must be identified in agenda, such as ….
    - Litigation (identify matter)
    - Personnel evaluation, termination (identify position)
    - Collective bargaining strategy (identify negotiators)
    - Real estate negotiations (identify property)
  - Look for "safe harbor" descriptions in the Act (Gov. Code §54954.4)
  - Not for budget discussions, general planning

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Holding meetings

- Rights of public:
  - Speak *before* action taken on any item (including closed session)
  - Publicly accessible location (with disabled access)
  - Public comment can (and should) be time-limited
  - At regular meeting to address board on something not on agenda
    - No non-agenda comment required at special meetings, but you can allow if you want to

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Brown Act – Penalties for Non-Compliance

- Invalidation – action is null and void – unless (exceptions):
  - Substantial compliance
  - Contracts, including a contract awarded by competitive bid for other than compensation for professional services, upon which a party has in good faith relied to its detriment
- Option to cure or correct
- Costs and attorney's fees

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Fiduciary duties of directors

Directors owe fiduciary duties to the corporation—

- duty of care
- duty to provide financial oversight
- duty of loyalty

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Duty of a fiduciary is to:

- Act with care, skill, prudence and diligence
- Under the circumstances
- Of a prudent person acting in a like capacity
- With familiarity with those matters, and
- Considering the background and experience of the director

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What a Board Member Needs to Know: Duty of Care

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Roles and responsibilities of Board

- The Board makes policy
- The CEO is accountable for **implementing** Board policies
- Board members should **not** get involved with day-to-day business operations of the school

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Be informed, stay informed and be proactive in your role.

- Ask questions to seek clarity before voting.
- Listen to all perspectives and test your understanding of information and implications.
- “Own your decision”

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What a Board Member Needs to Know: Duty of Financial Oversight

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Charter School Finances

- Annual budget is blueprint for school year, setting spending priorities and goals
  - Throughout the year, Board monitors annual budget and finances
  - Financial reports are presented to the Board, such as balance sheet, income statement, cash flow
- Annual audit; board must approve Audit Agreement in Spring of the each year
- Scrutinize and adhere to sound financial policies

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What a Board Member Needs to Know: Duty of Loyalty

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Duty of Loyalty

Individuals in a position of public trust must avoid conflicts of interest which prevent them from fulfilling their duties in an impartial manner.

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Duty of Loyalty—Avoid Conflicts of Interest

- Directors' duty of loyalty
  - Conflicts of interest must avoided
    - disclosure of personal financial interests
    - disclosure of duties to other corporations
    - "interested" directors can't be board majority

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Charter Boards Subject to Political Reform Act



- SB 126 affirms charters subject to Political Reform Act
- Requires school to adopt conflict of interest "code"
- Requires annual financial disclosures by designated officials (the "**Form 700**")
- Requires disclosure, disqualification from any decision that may affect material financial interests
  - Interests of spouse and dependents count
  - Civil and criminal penalties for violation
  - No defense or indemnity by school or insurers

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Gov. Code section 1090



- SB 126 applies it to charters
- Strict rule to “void” conflicted contracts
- Section 1090 provides that a public agency officer or employee may not make, participate in making, or attempt to influence a contract in which he or she is financially interested

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Charter School Governance Best Practices

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Best Practices in Charter Schools

- Board receives governance training
- Board members can identify a potential conflict of interest
- Board meets monthly or less often (e.g., quarterly)
  - Approve schedule of regular meetings; all other are special
- Board reviews and approves annual management goals, in-line with vision/goals of organization, as part of CEO evaluation
- Board approves annual budget, which sets spending priorities, gets periodic updates

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Best Practices in Charter Schools

- CEO in charge of certain levels of contracting within budget (e.g., vendor contracts up to $XX dollar amount)
- CEO hires/fires/disciplines employees
- CEO sets “efficiency” policies (e.g., photocopy per-page charge, employee absence protocol, etc.)

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Questions (now or later)?



Tracie Stender

Procopio, Cory, Hargreaves & Savitch LLP

Tracie.Stender@procopio.com

619.525.3831

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Latino College Preparatory Academy (LCPA)
Charter Petition Renewal

Appendix 6: Governance Brown Act
Training Session

COLLECTIVE BARGAINING

AGREEMENT BETWEEN

THE FOUNDATION FOR HISPANIC EDUCATION

AND

THE UNION OF FOUNDATION EDUCATORS

July 1, 2017 through June 30, 2020

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ARTICLE I: AGREEMENT

1. This Agreement is made and entered into by and between The Foundation for Hispanic Education, a nonprofit public benefit California Corporation, through its Charter School Committee (referred to herein as the "CSC") for the Latino College Preparatory Academy, Luis Valdez Leadership Academy, and B. Roberto Cruz Leadership Academy (referred to herein as LCPA, LVLA, RCLA or "the schools"), which together with its administrative staff and representatives shall be referred to in this Agreement as "The Foundation" and the UNION OF FOUNDATION EDUCATORS, CTA/NEA the exclusive representative of full-time certificated teaching staff, classroom teachers, and counselors which together with its officers and representatives shall be referred to in this Agreement as "UFE" or the “Union”.

2. This agreement is entered into pursuant to the Educational Employment Relations Act and the applicable provisions of Sections 3540-3549.3 of the Government Code which shall be referred to as the "EERA".

3. This Agreement shall remain in full force and effect from its date of execution until June 30, 2020.

4. The Foundation and the Union recognize the right of employees to form, join and participate in lawful activities of the employee organization and the equal alternative rights of employees to refuse to form join and participate in employee organization activities. Therefore, each party agrees that neither one will impose, or threaten to impose, any reprisals, to discriminate, or threaten to discriminate or otherwise interfere with, restrain or coerce any unit member's exercise of these rights.

ARTICLE II: RECOGNITION

1. The Foundation recognizes UFE as the exclusive representative of all certificated employees, including counselors, and classroom teachers for the Foundation excluding day-to-day substitute teachers, and all management, confidential, and supervisory employees of The Foundation as defined by the EERA.

ARTICLE III: DEFINITIONS

1. The "Charter School Committee" is a subcommittee of The Foundation for Hispanic Education, charged with policy making authority and oversight responsibility for the operations of The Foundation's charter schools, “Latino College Preparatory Academy," "Luis Valdez Leadership Academy" and "B. Roberto Cruz Leadership Academy."

2. Unless otherwise indicated, "day" means any day that the offices of the schools are open for business.

3. "The Foundation" is The Foundation for Hispanic Education, its Board of Directors, its Charter School Committee, Latino College Preparatory Academy, Luis Valdez Leadership Academy, and B. Roberto Cruz Leadership Academy administration, and other designated representatives.

4. "Instructional Day(s)" means any day(s) pupils are present for instruction.

5. "Immediate Supervisor" means the unit member's supervisor, site manager or site administrator employed by The Foundation who has direct responsibility for supervising the unit member or school operations. Usually this person is Associate Director or the Director.

6. The Union of Foundation Educators, CTA/NEA, (also referred to as "UFE" or "the Union") means its officers and representatives and bargaining unit members.

7. "Site" means the physical location of the schools.

8. Unit member" means any employee who is included in the recognized bargaining unit as defined in Article II and to whom the terms and provisions of this Agreement apply.

ARTICLE IV: THE FOUNDATION'S RIGHTS

1. The Foundation retains all of its powers and authority to direct, manage and control its operations to the fullest extent of the law.

2. To the extent not limited or precluded by any provisions of the CBA, The Foundation has the power, right, and authority to adopt such policies, rules, regulations and practices in the exercise of its retained rights.

3. The Foundation retains its right to take action in any matter of emergency. Should such emergency exist, the Foundation will meet with UFE President and Executive Board to discuss impacts and effects of such emergency and enter into a memorandum of understanding. The determination as to whether such emergency exists shall rest solely within the discretion of The Foundation and as delegated to the CSC. An emergency may include but is not limited to a natural disaster preventing operation of the Foundation and or use of its facilities, an imminent financial change threatening the Foundation's continued services within 90 days, or other serious damage to the Foundation's facilities preventing the continued use of a facility as previously intended. Should the Union and the Foundation not reach a memorandum of understanding within 5 days of the declared emergency, the Foundation may declare impasse while it continues to meet in good faith with the Union to reach a prompt agreement.

4. The Foundation intends to retain the exclusive right to hire, assign, transfer, evaluate, promote, discipline, terminate and lay off employees of the Foundation, subject only to any negotiated procedures that may be specified in this Agreement.

ARTICLE V: UNION RIGHTS

1. The Union shall have the right of access to Foundation employees on site to conduct Union business at reasonable times. Reasonable times do not include such times when unit members are delivering instruction to students but may include rest, meal periods, and periods during which an employee is present at the school site but not expected to perform services or to be ready to perform service for The Foundation. Any representative of the Union seeking to conduct Union business on premises of the schools, shall report to the school site office and provide appropriate credentials for identification purposes. The Union Representative who is exercising the right of access to employees shall not disturb, disrupt or otherwise interfere with the work of any employee of The Foundation.

2. The Union shall have the right to utilize a bulletin board at the site and teacher mailboxes and work areas for communicating with unit members concerning Union business

    a. All postings and mail shall be identifiable as a Union communication and contain the date of posting.

    b. Posted information will not be defamatory of The Foundation, or of any individuals, including but not limited to other employees of The Foundation.

    c. The bulletin board space designated shall be identified with the Union's name.

    d. The President or Secretary of the Union shall be individually and solely responsible for the mailed and posted materials and for keeping such notices timely.

3. Union President may utilize The Foundation's email system to send and disseminate information of a general nature to unit members concerning Union related business. The use of The Foundation's email system must be in accordance with any and all established technology use rules, policies, and agreements. The Union agrees and understands that there is no right of privacy in these communications and that The Foundation has the right to review any and all Union related communications utilizing electronic mediums operated by The Foundation to ensure that the use and communication is consistent with this Agreement and does not violate any other policies, regulations or rules of the Foundation.

4. The Union agrees that these means for communication shall not be used for engaging in any political activities, including but not limited to urge the approval or defeat of any ballot measure, initiative, or candidate for any national, statewide or local elected office, or for purposes of soliciting any financial contributions for such purposes.

5. A copy of the Information to be posted, disseminated or transmitted via use of The Foundation bulletin board, mailboxes or e-mail system shall be provided to the Director or designee in advance.

6. Upon reasonable advance request, names, addresses and telephone numbers of all unit members shall be provided, without cost to the Union, to the extent permitted by law and the desires of the unit member.

7. Up to nine (9) UFE representative(s) shall receive up to a total of eighteen (18) days leave (collectively), during each work year, to attend Union business and/or conferences sponsored by the Union, away from school premises. The Union shall pay the cost of a substitute teacher for each day of leave taken. Whenever possible advanced notice of 10 business days will be given, and the director may deny the request if the leave will interfere with the instructional program.

8. A bargaining unit member must be notified by the supervisor that they may request to have a UFE representative present during a meeting with a supervisor when the unit member is directed to respond to any derogatory complaints or is called to address any conduct or performance that could result in the unit member's discipline. Where a Union representative is not available to accompany an employee to a meeting, the Foundation shall reschedule the meeting to a time that enables the employee to have a Union representative present.

9. The Union shall have the opportunity to address all bargaining unit members at an agreeable time during each employee orientation session and Foundation-wide professional development.

10. The Union shall have the right to propose agenda items for site staff or all staff meeting and for no less than five (5) minutes at the end of staff meetings to make brief announcements.

ARTICLE VI: PROFESSIONAL FEES AND PAYROLL DEDUCTIONS

1. Dues Deducted Rates

    a. Any unit member who is a member of the UFE/CTA/NEA, or who has applied for membership may sign and deliver to the Foundation an assignment authorizing deduction of unified membership dues, initiation fees and general assessments of the Union. Pursuant to such authorization, The Foundation will deduct annual dues by the total amount of annual dues divided by the number of paychecks in a year from the regular salary check of the unit member every payroll period. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

2. Mandatory Agency Fee Deductions for UFE Members

    a. Any unit member who is not a member of UFE/CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of the commencement of assigned duties within the bargaining unit, shall become a member of the Union or pay the Union a fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the Union, in one lump sum cash payment in the same manner as provided in section 1 of this Article.

    b. In the event that a unit member does not pay such fee directly to the Union, or authorize payment through payroll deduction as provided in section 1, the Union shall inform The Foundation in writing and The Foundation shall immediately begin automatic payroll deduction in the manner provided in Education Code, Section 45061 and in the same manner as set forth in section 1 of this Article. There shall be no charge to the Union for such mandatory agency fee deduction.

3. Religious Objection Exception

    a. Any unit member who (a) belongs to a church whose traditional tenets or teachings include opposition to support of unions; (b) have a sincere religious belief opposed to support of unions, whether or not they belong to any particular church; or (c) have a sincere religious belief opposed to a particular ideological stance of activity of either the local union or its parent affiliates, shall not be required to join or financially support UFE/CTA/NEA as a condition of employment. Such unit member shall pay, in lieu of a service fee, sums equal to

such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501 (c)(3) of Title 26 of the Internal Revenue Code:

i. Hispanic Foundation of Silicon Valley

ii. Peninsula College Fund

b. Verification of Religious Objection

i. Proof of payment and a written statement of objection to joining or financially supporting employee organizations, pursuant to Section 6.3.a, shall be made on an annual basis to UFE as a condition of continued exemption from the provisions of Article VI, sections 1 and 2. Payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of service fee has been made. Such proof shall be presented on or before September 1 of each school year. The Union shall have the right of inspection in order to review said proof of payment.

4. Necessary Information and Indemnification Agreement

a. The Union agrees to furnish any information needed by The Foundation to fulfill the provisions of this Article.

b. The Union agrees to indemnify and save The Foundation and its representatives, each individually and collectively, and hold harmless against any and all claims, demands, costs, suits, or other forms of liability and all court, administrative agency costs, and The Foundation's costs of any form or amount, that may arise out of, or by reason of, action taken by The Foundation for the purpose of complying with this Article.

c. It is also agreed that neither any employee nor the Union shall have any claim against The Foundation for any deduction made or not made, as the case may be, unless a claim that an error was made is submitted in writing to The Foundation within 20 days after the date such deductions were or should have been made.

5. Remittance of Funds to The California Teachers Association. The Foundation agrees to promptly remit such monies to the California Teachers Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or nonmembership in the Union, and indicating any changes in

personnel from the list previously furnished.

6. Salary Deductions. Upon appropriate written authorization from the employee, The Foundation will make automatic payroll deposits for any employee to a banking institution or credit union designated by the employee.

7. Dues Check-off. Authorizations in effect on the date of the signing of this Agreement shall remain in effect but shall be subject to the conditions set forth in this Article.

8. Deductions of Dues or Service Fees. Deductions of dues or service fees under this Article shall be pursuant to the schedule submitted by the UFE/CTA/NEA, for employees who execute a form currently in use or any other mutually agreed upon form.

ARTICLE VII: WORK YEAR AND HOURS OF EMPLOYMENT

1. Work Year and Instructional Year.

    a. The Foundation retains the right to establish the work year for all employees and the instructional year for students in order to meet the educational goals of The Foundation.

    b. Beginning with the 2017-2018 school year, the teacher work year shall be comprised of 189 work days, and the academic counselor work year shall be comprised of 195 work days.

    c. The instructional year (days when students are in attendance) shall be 180 days. Each school site shall decide if any instructional days shall be reduced in length.

    d. Seven teacher work days shall be used for mandatory staff development and two teacher work days shall be used exclusively for classroom preparation (one before the school year begins and one after the school year ends). The Foundation shall consult with UFE on the content of staff development days. Academic counselors are expected to spend those work days beyond the instructional year on developing four-year plans, conducting meetings with students and parents and any other activities necessary to the completion of their job duties.

    e. Members who are required to work in excess of the work year established in Section 7.1.b, which may include attending orientation, training, or staff development, shall be paid at the daily rate set forth in Article 8.3.d of this Agreement.

2. Professional Workday/Hours.

    a. The professional workday shall include the student instructional day, staff meetings, time needed for preparation and/or to conference with and meet parents. Each member shall have a duty free lunch. The lunch period shall be 40 minutes unless otherwise determined by the Principal, but there shall be a minimum 30 minute lunch period (except in the case of a health and safety emergency).

    b. For teachers, the workday commences 30 minutes before the beginning of the teacher's first instructional hour at which time teachers are expected to be in their classroom and to be prepared to begin instruction immediately at the start of class. The workday shall not exceed 8 hours (excluding lunch) for all unit members at all schools.

c. For academic counselors, the work day commences when the student instructional day begins and ends no later than 5 pm.

3. Workload/Adjunct Duties.

    a. In addition to the regular workday, unit members will participate in the following professional duties each school year:

        i. Parent Tardeada (Back to School Night)

        ii. Honor's Night

        iii. Commencement

        iv. Chaperone Duties (maximum of 1 required)

b. Unit members approved by The Foundation to participate in additional adjunct duties in excess of those listed in Section 3.a and in excess of their job duties will be paid in accordance with the extra duty pay provisions found in Article 8.3.d of this Agreement.

c. Student Club Advisors. Participation as a student club advisor is not mandatory and is strictly voluntary on the part of each unit member. The Foundation will not provide any stipend or other compensation or benefit for a unit member's decision to serve as a student club advisor.

4. Common Bell Schedule and Calendar.

    a. LCPA and RCLA will adhere to a common bell schedule beginning in the 2018-2019 school year.

    b. All schools will adhere to a common professional development calendar beginning in the 2018-2019 school year.

    c. Beginning in 2018-2019, all schools will staff to a 5:1 model.

5. Prep Time and Workload.

    a. Teachers will be provided 260 minutes minimum prep time per work week.

    b. If a teacher is required to teach more than 2 academic courses, they shall be paid an extra stipend of $2,000 starting in the 2018-2019 school year. Any teachers who teach more than 2 academic courses during the 2017-2018 school year shall receive

a $2,000 stipend prorated from the date of ratification of the contract to the end of the school year.

c. Every effort shall be made to ensure that a teacher with less than 3 years of teaching experience will not teach more than 2 academic courses. No intern shall teach more than 2 academic courses.

d. Any teacher required to teach more than a fulltime load will receive an additional 0.17 of their pay for each additional course, beginning in 2018-2019. All arrangements for 2017-2018 will remain in effect.

e. No unit member shall be required to substitute teach. Teachers who elect to sub during their prep period and counselors who elect to sub will be compensated at their hourly rate set forth in Article 8.3.d of this Agreement.

ARTICLE VIII: COMPENSATION AND BENEFITS

1. Salary. Unit members shall be paid an annual salary in the amounts reflected on the salary schedule for the position subject to the conditions herein. Unit member salary schedules are included as "Attachment A". The 2017-2018 salary schedule for teachers shall be retroactive to July 1, 2017. Teachers shall receive their retroactive pay **on** March 31, 2018.

   a. Initial placement on the salary schedule shall be based on years of experience (identified in rows/steps) and credentialing/units of education (identified in columns). A maximum of four (4) years will be afforded to any new employee who has industry experience related to the content they will be teaching in lieu of credentialed teaching experience. A year of experience means working 75% of the days in a paid position.

   b. No unit member shall make less than their current salary. Any unit members who are grandfathered in to a higher cell than their years of experience or education level will stay at that salary cell until their years of experience and educational level surpass the cell in which they are currently placed.

   c. Horizontal movement on the schedule shall be on the basis of columns only, determined by credentialing and the amount of post undergraduate unit course credits, or credits earned after attaining a Master's Degree.

      i. Unit members desiring horizontal advancement and/or degree program compensation beginning first day of the work year after the unit credits are earned. Unit member will submit a notice to the Director Human Resources by April 1 for prior approval indicating horizontal advancement on the salary schedule for the following school year reflecting that the unit member is in good standing and on schedule to complete coursework, credential and/or degree program. Unit member will submit official transcripts/grade cards verifying the additional units earned to Human Resources the Director no later than October 30 to claim credit. All course work for additional units must be completed by September 1 of the year in which credit is claimed.

      ii. Course credit for salary placement and movement on the salary schedule shall be given for postgraduate, upper division or graduate course work taken at community colleges, four-year colleges, universities, or graduate schools which are accredited by a regional accrediting commission or other programs, and relevant to the services performed by the unit member.

iii. For the purpose of determining course credits, 1.5 quarter units shall be equivalent to 1 semester unit.

d. Vertical movement on the salary schedule shall be based on years of service; one vertical increment shall be granted for each year of service. A year of service means performing work for 75% of the days in a work year.

~~e.~~ Compensation shall be for all those professional duties required of a teacher or academic counselor for The Foundation as set forth in those job descriptions included as "Attachment B".

f. The salary for academic counselors for the 2017-2018 school year shall be increased by 5%. This increase shall be retroactive to July 1, 2017 and academic counselors shall receive their retroactive pay on March 31, 2018. The salary for academic counselors for subsequent years shall be pursuant to the attached counselor salary schedule.

g. For the 2018-2019 school year, unit members who are continuing employment with the Foundation will receive a one-time retention bonus payable during the first paycheck in August 2018, according to these guidelines:

i. LCPA – 1.75% of their salary

ii. LVLA & RCLA – 2.75% of their salary

2. Advanced Degree Stipends.

a. Unit members who hold a Master's degree in an education-related field will be paid an annual stipend of $1,500 and unit members who hold a Doctoral degree in an education-related field will be paid an annual stipend in the amount of $2,000.

b. Advanced degree stipends under this section will be paid on or before December 31 after the degree is earned, provided notice is given as required in Section 8.2.a above.

3. Extra Duty Pay. When a unit member performs extra assignments beyond his or her regular professional duties the unit member shall receive the following additional compensation, collectively referred to herein as "extra duty pay", subject to the terms and conditions below.

a. The services and/or outcomes encompassing stipends shall be set forth in writing by The Foundation from time to time and shall be publicized to all unit members. The Foundation shall notify UFE regarding such descriptions.

b. Extra duty assignments shall be made available to all qualified unit members; however, selection of unit members to serve in an extra duty assignment is at the complete discretion of The Foundation. The Foundation may relieve a unit member from providing extra duty services at any time and for any reason. If relieved of extra duties mid-year by The Foundation, any compensation to be paid to a unit member shall be reduced by an amount proportionate to the services remaining to be completed.

c. Stipends. Unit members will be paid stipends for completing the extra duty assignments set forth below:

    i. Founding Teacher: $1,500 (one-time stipend; shall only be paid to unit members who have been employed since the founding year of the school and who continue through the graduation of the first class at said school)

    ii. High Need Areas (Math, Science & Special Education Teachers): $2,000 to $10,000 (annual stipend; variable from year to year, but all teachers in a particular subject area shall receive the same stipend each year a stipend is provided)

    iii. Department/Academic Counselor Lead: $2,250 (annual stipend)

    iv. Athletic Coaching: $2,000 (per season, per coach)

    v. Musical/Play/Dance/Debate: $2,000 (annual stipend)

    vi. Advisory: $3000 (annual, contingent on adopting LVLA's Advisory Model)

d. Hourly/Daily Rate. Unit members required to perform the extra duties below, with advance approval of the Principal, will be compensated at an hourly rate of $50 or a daily rate of $250, as indicated:

    i. After-Hours Parent/Teacher Conferences: When unusual circumstances do not allow unit members to complete conferences with parents during designated parent/teacher conference hours or regular school hours, unit members will be compensated at the hourly rate.

ii. Additional Chaperone Duties: For any chaperone duties beyond the professionally required school events set forth in Section 7.3.a.

iii. In House Sub: Teachers who elect to sub during their prep period will be compensated at the hourly rate. Counselors who elect to sub or proctor tests will be compensated at the hourly rate.

iv. Additional PD: Professional development required by The Foundation outside of the regular work year set forth in Section 7.1 shall be compensated at the daily rate.

e. Any other or additional stipends approved by a Principal for the 2017-2018 school year will be honored for that year only. Any stipends or additional compensation not previously promised for the 2017-2018 school year or enumerated herein shall be negotiated between UFE and The Foundation.

f. Extra duty pay shall be considered earned upon completion of the services and/or outcomes described in The Foundation's written description of the extra duty assignment. Unit members will submit a time card tracking extra duty pay to the Principal which will be processed and paid at the next regularly scheduled pay period. Only extra duties approved in advance by The Foundation are compensable under this section.

4. Signing Incentive. To allow The Foundation to compete and hire the best possible candidates for employment and/or fill those positions that are high need, The Foundation may offer discretionary signing incentives that are not ongoing. The Foundation shall notify UFE of any signing incentives. Every effort shall be made to distribute signing incentives in an equitable manner. There shall be no other discretionary compensation unless specifically negotiated between the Foundation and UFE.

5. Health Benefits.

a. Upon ratification of this agreement, the Foundation shall contribute 90% of the total cost toward coverage for any and all health and welfare benefits.

b. Health and welfare benefits shall include:

i. Medical coverage, with benefits similar to or better than the current benefits provided by the existing Kaiser plans;

ii. Dental coverage, with benefits similar to those current benefits provided by the existing Delta Dental Plan; and

iii. Vision coverage, with benefits similar to those current benefits provided by the existing VSP plan.

c. If any changes in health benefits are anticipated, the Foundation shall meet with UFE to discuss these changes.

ARTICLE IX: EMPLOYMENT STATUS

1. Probationary Employment. During the initial first two consecutive years of employment with The Foundation, all unit members' employment is on a probationary at will basis. During this probationary term, the employee may be released from employment with or without cause at any time. Non-renewal of probationary employment will be on an at-will basis; however, The Foundation will provide notice of non-renewal of probationary employment no later than April 15 of the school year in which the non-renewal notice is given.

2. Regular Employment. Should a unit member be offered an employment contract beginning in the third consecutive year of employment with The Foundation, the contract shall be for regular employment. Regular employment may be terminated for cause as set forth in and subject to the discipline procedure of Article X or for unsatisfactory performance as set forth in and subject to the evaluation procedure of Article XII.

3. Status Credit.

    a. Employees who have been unit members at the Foundation for at least two (2) consecutive and complete years as of June 30, 2017 will be given credit for completion of the probationary period.

    b. Employees who have been unit members at the Foundation for one year as of June 30, 2017 will be given credit for completion of the first year of the two-year probationary period.

ARTICLE X: DISCIPLINE AND DISMISSAL

1. Discipline Process. The disciplinary action to be taken in the event of a unit member's misconduct depends of a variety of factors including the type, severity and repetitive nature of the misconduct. The Foundation will engage in the concept of progressive discipline, in an effort to provide unit members an opportunity to recognize their deficient performance or unacceptable conduct and to attempt to remediate or improve.

    a. Except as otherwise provided, The Foundation will follow the steps below prior to imposing an unpaid suspension or dismissal:

        i. Counseling and verbal warning

        ii. Two written warnings

    b. Should repeated grounds for discipline occur, The Foundation is not required to use more severe disciplinary action than previously. In such cases The Foundation shall have discretion to determine whether to issue additional verbal or written warnings, or to impose more severe discipline, up to and including termination, subject to the terms and conditions of this Article.

    c. In cases of egregious misconduct, The Foundation may skip all or some of the above steps or may immediately seek suspension or termination.

2. Warnings. The Foundation shall take all of the following steps in issuing warnings. The Foundation's decision to issue warnings is not subject to appeal or grievance.

    a. The Principal or designee shall meet with the unit member to discuss the matter;

    b. The Principal or designee shall inform the unit member of the nature of the problem and shall make an effort to discover, in a fair and objective manner, whether the problem, in fact, exists;

    c. If a problem is confirmed, the Principal or designee shall inform the unit member of the action necessary to correct the problem, and the consequences if it is not corrected;

    d. The Principal or designee shall apply rules and penalties consistently and without discrimination, taking into account the degree of misconduct and the member's previous record of discipline with The Foundation;

e. The Principal or designee shall warn the member that another incident may result in more severe disciplinary action up to and including termination; and

f. If a written warning is issued, the Principal or designee shall furnish the unit member with a copy of the written document that is to be placed into the personnel file and any written response by the unit member provided to The Foundation within five days shall also be placed in the personnel file.

3. Unpaid Suspension or Termination – Probationary Members. Probationary members are at will, meaning their employment with The Foundation can be terminated at any time with or without cause. Probationary members may be suspended or dismissed subject to the process and procedures set forth in Sections 10.1 and 10.2.

4. Unpaid Suspension or Termination – Regular Members.

    a. For Cause. Regular unit members may only be suspended or terminated for cause as defined in Section 10.5 and subject to the procedure set forth in this Section 10.4.

    b. Notice of Proposed Disciplinary Action.

        i. The suspension or dismissal shall be initiated by a Notice of Proposed Disciplinary Action in writing, setting forth the specific cause(s) for discipline and a statement, in ordinary language, of the facts upon which the disciplinary action is based, any rule or regulation alleged to have been violated, the proposed penalty and the proposed date upon which the discipline will be imposed.

        ii. The Notice shall also include a copy of any documentary materials upon which such action is based, including a copy of all written charges, materials, and reports.

        iii. The Notice shall inform the unit member that within five (5) workdays of receipt, a Pre-Disciplinary Conference with the Principal or designee shall be scheduled, unless The Foundation and unit member mutually agree to an extended deadline or the unit member waives their right to such Conference.

        iv. The Notice shall state that the unit member has a right to respond, verbally and in writing, and to present evidence in their own defense.

    c. Pre-Disciplinary Conference.

i. A Pre-Disciplinary Conference with The Foundation President or designee shall be scheduled within five (5) workdays following the unit member's receipt of the Notice of Proposed Disciplinary Action, unless otherwise mutually agreed.

ii. If the unit member waives their right to a Conference or fails to appear, The Foundation may impose the discipline as proposed in the Notice.

iii. The unit member shall be entitled to appear personally at the Conference to present any evidence or testimony to contest the proposed discipline. This conference is not a formal evidentiary hearing and as such there will be no right to cross examine witnesses. If the unit member chooses to be accompanied by a Union representative or legal counsel at such Conference, the employee may do so and shall bear any cost therein involved.

iv. Following the Pre-Disciplinary Conference, The Foundation shall issue a written decision upholding, amending or rejecting the proposed discipline, and including a statement of all facts upon which the decision is based. The Foundation's written decision will be served on the unit member by overnight mail and email within 10 days of the Pre-Disciplinary Conference, unless The Foundation determines that additional time to review information is needed, in which case The Foundation shall give written notice of the extension to the unit member before the expiration of initial 10 day deadline. In no event will The Foundation's deadline to issue a decision be extended more than 20 days after the Pre-Disciplinary Conference unless mutually agreed upon by the unit member and The Foundation.

v. The Foundation's decision will be implemented upon service of the written decision.

d. Appeal to Board Subcommittee.

i. If a unit member wishes to appeal the decision to impose a suspension or dismissal, the unit member must do so within 10 days of the date of The Foundation's decision. The appeal must be in writing and delivered to the President or designee by overnight mail or hand delivery, and by email. The notice of appeal must clearly state the name of the appellant, the decision being appealed and the grounds for appeal.

ii. The Foundation shall have 30 days to consider the appeal and modify or withdraw the decision by action of the Board Subcommittee, unless otherwise mutually agreed. Written notice of any such action by the Board Subcommittee shall be provided to the unit member.

e. Binding Arbitration Panel.

i. If the Board Subcommittee does not act on the appeal within 30 days, or other deadline mutually agreed to by the Foundation and unit member, or it upholds the decision, the unit member may submit his/her appeal to binding arbitration subject to the terms and conditions specified herein.

ii. The unit member shall notify The Foundation of the decision to submit the disciplinary decision to a binding arbitration panel within five (5) work days after receiving notice of action by the Board Subcommittee. The notification of the decision to arbitrate shall include the Notice of Proposed Disciplinary Action, the decision rendered at each level (as applicable), and a clear, concise statement of the reasons for the appeal or the request to arbitrate.

iii. The arbitration shall be conducted by a five-member panel consisting of two (2) representatives of Foundation, two (2) representatives of Union, and an arbitrator. Participation on the Panel is voluntary and panel members will agree to participate in fair decision-making training provided to panel members jointly by the Foundation and UFE. UFE and TFHE will each select their respective representatives.

iv. Within ten (10) work days after issuing the decision to arbitrate, the Union shall request the State Mediation and Conciliation Service to provide a list of arbitrators. A representative of the Union and a representative of The Foundation shall select the arbitrator from the California State Mediation and Conciliation Services list by eliminating names until one name remains. The one remaining name shall be the arbitrator. The process of striking names shall occur within (10) days of receipt of the list. A coin flip shall determine if the Union or The Foundation will have first elimination. Once the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator.

v. No party to the arbitration shall be permitted to assert any grounds or evidence, with the exception of impeachment evidence, before the panel that was not disclosed to the other party at the Pre-Disciplinary Conference.

Either party may request from the other the production, review and right to copy any such non-confidential evidence relevant to the disciplinary action. The Parties shall exchange lists of exhibits and witnesses at least ten (10) calendar days prior to the arbitration date unless otherwise mutually agreed. The binding arbitration panel shall consider only those issues raised by the parties-in-interest.

vi. The jurisdiction of the binding arbitration panel shall be confined to a determination of the facts and whether there has been a violation, misinterpretation, or misapplication of this Article as alleged by the grievant(s). The binding arbitration panel will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The binding arbitration panel will have no power to add to, subtract from, or modify the terms of this Agreement, or the written policies, rules, regulations and procedures of The Foundation except to the extent such policies, rules, regulations and procedures violate the terms and conditions of the Agreement.

vii. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitration shall be borne by the party not receiving the award. If the binding arbitration panel's decision is split between the School and the Union, the cost shall be divided equally. If either party requests a transcript of the proceedings, that party shall bear the full costs of the transcript. If the parties mutually request a transcript, the total cost of the transcripts shall be divided equally between the parties.

viii. The decision of the binding arbitration panel shall be submitted to UFE and The Foundation as soon as possible but no later than 20 calendar days after the hearing has concluded. The decision of the majority of the panel will be final and binding upon the parties.

ix. Nothing shall prevent an extension of the timelines if mutually agreed to by both parties.

5. Grounds for Cause Discipline/Dismissal. The following independently or collectively constitute causes for suspension or termination of regular unit members.

    a. Threatening harm or posing risk to the safety of others;

b. Falsifying of employment records;

c. Theft or deliberate damage or destruction of school property;

d. Consistent irresponsible or unauthorized use of school property;

e. Possession of firearms or other dangerous weapons on school property;

f. Possession or being under the influence of any intoxicant or drug while on school property or at a school function;

g. Insubordination;

h. Absence without leave, repeated tardiness or abuse of leave privileges;

i. Violating any Foundation policies, rules or procedures;

j. Engaging in any conduct which risks injury to the safety, health or security of employees or others;

k. Engaging in conduct which constitutes a conflict of interest;

l. Commission of or involvement in any act of unlawful harassment or discrimination of another individual;

m. Failure to maintain appropriate credentials or certification required for the position;

n. Unsatisfactory performance subject to the evaluation procedure in Article XII; and

o. Abandonment of position defined as failing to report to work for 3 consecutive days without notice or approved leave.

6. Paid Administrative Leave. Any unit member who is being investigated for egregious misconduct, which may include harassment, discrimination, retaliation, actual or threatened violence or any other misconduct that creates a threat to health and safety or a substantial distraction from the learning environment, may be immediately placed on a paid administrative leave by The Foundation. The Foundation's decision to place a unit member on a paid administrative leave is not subject to appeal or grievance.

ARTICLE XI: REDUCTIONS IN FORCE

1. Scope. Layoffs may occur due to programmatic needs, declining or insufficient enrollment, reduction in funds or a charter revocation or non-renewal. Prior to considering any layoff of unit members, the Foundation shall meet with the Union to discuss the impact of the layoff. The Foundation's decision to conduct a layoff is not subject to grievance.

2. Notice.

    a. Unit members subject to layoff during the school year shall receive 60 days' notice and shall be added to the rehire list.

    b. Notice for layoff or reduction in force occurring at the end of a school year (for the subsequent school year) shall be provided not later than April 15.

    c. If a school closure, nonrenewal or revocation of a charter petition, or a verifiable financial situation causes the Foundation to consider a layoff after the first 60 days of the work year and before the end of the school year, The Foundation shall meet with UFE in order to discuss alternatives to layoff and/or severance packages. If layoffs are necessary, The Foundation shall follow the layoff procedures outlined in Section 11.3.

3. Procedure. If layoffs take place, the following procedure shall be followed:

    a. The Foundation determines the department or service and school in which the layoff shall occur.

    b. Layoff shall occur on a school by school basis. A unit member laid off at one school shall not "bump" a unit member at another school.

    c. Before issuing a layoff notice to any unit member, volunteers shall be sought first. Potential volunteers must be notified that they have to no return right (other than the Rehire List).

4. Order of Layoff

    a. In the event The Foundation decides to lay off a unit member, the following criteria shall be considered: credentialing status, length of service with The Foundation, relevant experience and documented performance including annual evaluations. If The Foundation determines all aspects are equal, then length of service shall prevail ("seniority date"). For purposes of this Article, a unit member's seniority date is

based on the date on which he or she began paid probationary service with the Foundation. For any unit member with a break in service, the most recent date of regular employment is the seniority date. For purposes of this Article, a break in service is defined as an unpaid leave of absence of more than 12 months.

b. In the event two or more members share the same seniority date, the tie will be broken by random lottery conducted in the presence of at least one Union representative and the affected members. In the event any one or more of affected member(s) is unavailable for the lottery, an additional Union representative must be present as a witness and substitute for each absent member.

5. Rehire List. Unit members who have been laid off shall be placed on a reemployment list for a period of 12 months following the effective date of the layoff and shall be offered reemployment in order of seniority as defined herein:

    a. If and when a position opens, it must be initially offered to the most senior unit member on the Rehire List who holds the appropriate certification from that school site. The offer is to be made by phone call and via certified mail to the address on file for the unit member. The unit member shall have ten (10) calendar days from the date of the notice to respond to the offer.

    b. Unit members who decline an offer of reemployment for a position requiring the same credential as the position from which they were laid off will be removed from the Rehire List and will have to reapply for consideration of future employment.

    c. Unit members who decline an offer of employment for a position requiring a different credential from the position from which they were laid off will continue to be on the Rehire List but they will no longer be eligible for a reemployment offer for a position requiring a credential for the position they declined.

    d. No prospective employee may be offered a position until every qualified unit member on the Rehire List has been offered reemployment for a position requiring that credential.

    e. When a unit member is reemployed, the time spent on the Rehire List shall not constitute a break in service but for all purposes will be treated as time spent on an unpaid leave of absence.

6. Grievance Procedure

a. The employer's decision to conduct a layoff is not subject to grievance. However, alleged violations of the procedures and criteria set forth in Sections 11.2 through 11.5 are subject to the grievance procedures of this Agreement.

b. A unit member who disputes the order of layoff under Section 11.4 must provide written documentation to the Principal or designee within ten (10) calendar days after the reduction in force notice is delivered to the unit member. If The Foundation revises the unit member's layoff priority as a result of the documentation provided by the unit member, The Foundation shall notify the unit member and any other affected unit members within ten (10) calendar days.

c. In the event that The Foundation makes an error with respect to the procedures and criteria set forth in Sections 11.2 through 11.4, the remedy will be to restore employment to the affected member and the time prior to restoration will not be considered a break in service and to provide backpay.

ARTICLE XII: EVALUATION

1. Purpose. The primary purpose of evaluation is the improvement of the professional practices of all unit members and thereby the improvement of the quality of education for all students at the schools. Unit members will be evaluated by a Principal or Assistant Principal according to the terms outlined below. A unit member will be provided advance written notice if she or she will be evaluated by someone other than a Principal or Assistant Principal.

2. Evaluation System. UFE and The Foundation recognize the evaluation process as framework for ongoing opportunities for professional growth and development to improve both teaching and learning. The evaluation process shall provide for instructional growth at every point in the educator's career, give increased help and supervision to struggling educators and ensure ample opportunities for leadership development. Further, the process will provide relevant and constructive feedback, including opportunities for peer involvement for advisory and support purposes, and integration with professional development and the necessary resources for unit members to improve their practice and enhance student learning.

3. Evaluator and Coaches.

    a. The unit member's Principal, Assistant Principal or designee shall be responsible for evaluating or observing the unit member.

    b. The unit member's designated coach (if any) shall not be someone who has acted as the unit member's designated evaluator within the last 12 months. Unit members may receive coaching from a fellow unit member.

    c. A unit member may not evaluate another unit member.

4. Formal Observation. Formal observations for teachers will occur in classroom. For counselors, formal observations will occur during appropriate counselor-led events, such as student workshops and activities.

5. Informal Observation. Informal observations are ongoing and take place in the context of a professional environment, including but not limited to in-class instructional performance, in which overall professional performance is reflected in day-to-day performance and in contacts with peers, students, parents and others.

6. Evaluation Timeline and Frequency. All formal evaluations should be held between September and April. Unit members will be evaluated once a semester for a total of two

times every year. One formal evaluation will be scheduled with the unit member in advance and one will be unannounced. A unit member will have a post-evaluation meeting with their evaluator no later than 3 weeks after the unit member's formal observation.

7. Support for Growth Areas/Performance Improvement Plans. If growth areas are noted in the evaluation or if the unit member receives an unsatisfactory rating on their evaluation, the evaluator shall develop a plan with the unit member to assist the unit member in developing the areas identified. The evaluator will:

    a. Provide a written document that includes explanation of the growth area and suggested corrections. Improvement goals shall be identified along with clearly indicated expectations and evidence of achievement.

    b. Provide resources (at no cost to the unit member) to assist with improvement which shall include appropriate coaching by someone other than the unit member's evaluator to occur within the normal workday, and may include but is not limited to the following: support from director, department lead, professional development, observation of demonstration lessons and peer classrooms, administrator determined and accompanied visitations to other classes, direct supervisory assistance pertaining to improvement of marked areas of deficiencies; observe or to be observed by another unit member to gain insight into other techniques or strategies; in-service and other training to assist with improvement; review The Foundation policies, rules, regulations or procedures; or other techniques to support improvement.

    c. Provide a clear timeline for making improvement.

    d. Meet regularly with the unit member to provide feedback and review progress towards the goals identified on the timeline and make adjustments as needed.

8. Professional Evidence.

    a. A unit member may collect evidence that will demonstrate effective work in the classroom, the school and the community. For example, the evidence might include a sample of the curriculum unit, a video of a successful lesson, a survey created to assess parents 'reactions to home-school communications, or work generated as part of a team.

    b. Evidence could also include: reports of formal and informal observations, sample lesson plans, self-evaluation based on performance standards, and evidence of

contributing to school academic growth. Additionally, items may be included such as lead unit member/coaching, peer observations, and other indicators or professional accomplishments, etc.

9. Evaluation Task Force. Representatives of The Foundation and Union shall form a task force to meet and design the evaluation system including but not limited to tools, evaluation criteria including accountability measures, and process.

    a. The task force shall be composed of four (4) unit members (chosen by Union), and no more than four (4) Foundation representatives. Every effort shall be made to choose one (1) unit member from each high school. Union and Foundation representatives will be chosen as soon as possible, but in no event later than May 1, 2018 at which time notice of task force membership will be provided to the Chief Academic Officer and Union.

    b. The task force's work shall be completed by August 1, 2018, and participating unit members will be paid the daily rate for task force work performed over the summer.

10. Non-renewal of post-probationary unit members for poor performance may only occur if the unit member's evaluation is unsatisfactory three times within two consecutive years (including probationary years) and the unit member cannot demonstrate that they have met their performance improvement plan goals. If these criteria are met, post-probationary employees must receive a notice of nonrenewal by April 15th.

ARTICLE XIII: PERSONNEL FILES

1. The Foundation shall maintain confidential its official personnel file for each unit member. All personnel file information, including but not limited to derogatory information and evaluations shall be kept confidential to the fullest extent permitted by law.

2. Right to Inspection. Upon request, every unit member shall have the right to inspect their own personnel file in the presence of the Director or his/her designee, provided that the inspection shall occur during regular business hours and at a time when the unit member is not required to be providing instructional services and subject to the Director/Designee availability. Upon written request, a copy of such materials shall be provided, except for any pre-employment ratings, reports, examinations or records which were obtained prior to the unit member's employment.

3. Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment shall be available to The Foundation personnel and agents authorized by law to assist or advise The Foundation on those matters. Personnel records shall not be provided to any other individuals or third parties, including the Exclusive Representative, without the unit member's express written consent and release or as may be required by a lawful court order or subpoena.

4. Derogatory Material. Information of a derogatory nature, except as allowed by law, shall not be entered or filed in the personnel file until the unit member is given 5 days advance notice that the information will be placed in the personnel file and is informed of the opportunity to review the material and provide a written response. The response will be attached to any such derogatory material and be made part of the personnel file.

ARTICLE XIV: LEAVES OF ABSENCE

1. Paid Sick Leave

    a. Eligibility and Allotment. Full- time unit members shall earn ten (10) days of paid sick leave each school year at the rate of one (1) sick leave day per school month of actual paid service and any unit members who work a partial year shall receive a pro-rated allotment of sick leave. The full year's credit of sick leave shall be available and can be used on the first day of the work year along with any accrued, unused sick leave carried over from prior years. Sick leave will not accrue during any unpaid leave of absence.

    b. Compensation for Sick Leave. Unit members will receive pay at their normal base rate for any sick leave taken. Unit members will not be paid for unused accrued sick leave upon termination of employment. Upon retirement, a teacher's accrued, unused sick leave, if any, may be applied towards service credit in accordance and as permitted by the State Teachers Retirement System (STRS) regulations.

    c. Accrual and Transfer of Sick Leave. Accrued, unused sick leave will carry over from year to year. Subject to the limitations noted in Section 14.1.a, sick leave accumulated in other California school districts shall be credited upon employment and shall be transferred, if applicable, to a school district or other public school upon separation. Any sick leave transferred from another employer and credited by the Foundation will be banked for STRS retirement purposes but will not be available for use.

    d. Use of Paid Sick Leave. Unit members may use their accrued sick leave 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 in addition to individuals related by blood or affinity whose close association with the employee is the equivalent of a family relationship. "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.

e. Requesting Sick Leave. If the need for sick leave is foreseeable, unit members shall provide notice at least one (1) hour prior to the start of the school day on the day of an absence. If the need for paid sick leave is unforeseeable, unit members shall provide notice of the need for the leave as soon as practicable. The unit member shall notify the Principal or designee of their intended return no later than 2:00 p.m. on the day prior to returning to work.

f. Return to Work. If requested, it shall be the unit member's responsibility to present a physician's statement certifying the unit member's fitness to return to full-time duty after illness. Failure to do so can constitute grounds for discipline. Consistent with legal requirements, unit members on unpaid leave of absence shall be entitled to return to the same or similar position held before commencement of the leave. Such unit member shall receive credit for annual salary increments for the paid leave provided the unit member serves at least 60% of the work year.

g. Coordination of Sick Leave Benefits with Other Benefits. The Foundation may require unit members to use any accrued unused sick leave during any medical leave of absence (if applicable, only before or after differential pay) as permitted under the laws applicable to the particular leave.

h. Verification of Illness. The Foundation may require medical verification of the nature and extent of the illness after three (3) days of absence or when The Foundation has documented that the employee has a pattern of absences suggesting abuse of sick leave; or in such circumstances the employee may be required, for probable cause, to submit to a medical examination at the Foundation’s expense.

i. Statements of Personal Illness and Injury Leave Accrual. The Foundation shall once annually or upon reasonable request provide each unit member with a written statement of 1) the accrued personal illness and injury leave total and 2) the personal illness and injury leave entitlement for the school year. Such statement shall be provided no later than the last day of the first teaching month of each school year.

2. Personal Necessity Leave

a. Use. A unit member may elect to use up to seven (7) days of his/her accumulated sick leave in any school year for purposes of personal necessity including:

i. Death or serious illness of a member of their family. This is in addition to bereavement leave.

ii. Accident involving their person or property or the person or property of a member of their family.

iii. To help ensure the health, safety, or welfare of the member and/or that of their child when they are the victim of domestic abuse or other crime.

iv. Appearance in court as a litigant, or as a witness under official order (not intended for jury duty).

v. Adoption of a child.

vi. The birth of a child making it necessary for an employee to be absent from his or her position during the work hours.

vii. Other activities which cannot reasonably be deferred to another day or time when the employee is free from duties.

b. Cap and Carryover. Personal necessity leave will carry over from year to year subject to a cap of seven (7) days per year.

c. Notice and Approval. Unit members must provide The Foundation with reasonable advance notice of the need for personal necessity leave and the reasons therefore and must obtain advance approval of The Foundation.

d. Coordination with Other Benefits. The Foundation may require unit members to use any accrued unused personal necessity leave during any medical leave of absence as permitted under the laws applicable to the particular leave.

e. Verification. The Foundation may require verification of the grounds for leave when The Foundation has documented that the employee has a pattern of absences suggesting abuse of personal necessity leave.

3. Bereavement Leave. Each unit member is granted paid time off, not to exceed a total of (5) days of leave at full pay in any school year in the event of a death in the family. Unit members may take an additional 5 days unpaid. A request for bereavement leave must be submitted to the Principal in advance of the need for such leave.

4. Leaves of Absence Under the Family Medical Leave Act, California Family Rights Act, Americans with Disabilities Act and California Pregnancy Disability Act.

    a. Consistent with legal requirements, unit members on leave shall be entitled to return to the same position held immediately before commencement of a leave of

up to 24 weeks. Such unit member shall receive credit for annual salary increments for the leave provided the unit member serves at least 60% of the work year.

b. The Foundation shall provide leaves of absence in compliance with the Family Medical Leave Act, the Americans with Disabilities Act and the California Family Rights Act and California Pregnancy Disability Act and shall maintain compliant policies with all related legal requirements. Unless otherwise specified, these leaves of absence will be unpaid. It is the employee's responsibility to apply for wage supplements under applicable State programs and to coordinate with the Human Resources and Payroll departments.

c. Pregnancy Disability Leave Differential. Unit members on Pregnancy Disability Leave will be paid a differential equivalent to their State Disability Insurance benefits that will bring their pay to 100% of their normal salary for a period of up to eight (8) weeks to begin after the State required waiting period. Eligible unit members will not be required to exhaust accrued, unused paid sick leave to qualify for the paid leave differential.

d. Family Leave.

   i. Leave may be granted for the birth of a child, placement of child for adoption, or placement of a child for foster care for up to twenty-four weeks. Family leave must be completed within twelve (12) months of the birth, adoption, or foster placement. Family leave will be governed by the regulations under leaves known as the Family Medical Leave Act, California Family Rights Act, and California Pregnancy Disability leave.

   ii. Family leave may be taken in minimum of 2 weeks increments.

   iii. Employees may use all available personal necessity leave and sick leave before and after any supplementation period.

5. Industrial Accident/Illness Leave.

   a. The unit member shall immediately inform their immediate supervisor of any work-related injury or illness when it occurs unless the physical illness/injury makes it impracticable to do so. The unit member, or their designee, shall file with the Principal an accident report within twenty-four (24) hours of an accident, unless the physical injury makes it impracticable.

b. Unit members returning to work from an industrial accident or illness leave shall be required to present a physician's release verifying medical permission to return to work.

c. In accordance with statutory regulations, unit members shall be provided industrial accident and/or illness leave benefits under the following provisions:

    i. The unit member will be entitled to industrial accident or illness leave for injuries that qualify for worker's compensation.

    ii. Allowable leave shall commence on the first day of absence.

    iii. When a unit member is absent from their duties on account of an industrial accident or illness, they shall be paid such portion of the salary due to them for any month in which the absence occurs as, when added to their temporary disability indemnity under Division 4 or Division 4.5 (commencing with section 6100) of the Labor Code, will result in a payment to them of not more than their full salary. The phrase “full salary” as utilized in this section shall be computed so that it shall not be less than the unit member's "average weekly earning", as that phrase is utilized in Section 4453 of the Labor Code. For purposes of this section, however, the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.

    iv. During any paid leave of absence, the employee shall endorse to the Foundation the temporary disability indemnity checks received on account of their industrial accident or illness.

    v. Unit members are required to provide a doctor's certificate that the unit member is medically unfit to return to work. Payment shall not be made unless such certification is on file with the Charter School.

6. Other Required Leaves.

    a. Jury Duty Leave. Unit members, while serving jury duty or testifying as a witness, shall receive full pay during such duty, provided any amount of jury duty service, excluding expenses, is paid over to the employer. Unit members shall notify the Principal or designee and submit a copy of the jury duty subpoena no later than two (2) days following receipt. Upon return to work, employees shall submit a copy of certificate of service, or similar proof of service.

b. Leave for Domestic Violence, Sexual Assault, and Stalking Victims.

   i. Unit members who are a victim of domestic violence, sexual assault, or stalking, may take unpaid time off to help ensure the health, safety, or welfare of themselves and/or that of their child. Such leave may be taken for the following reasons:

      (1) To obtain a temporary or permanent restraining order or other court assistance;

      (2) To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;

      (3) To obtain services from a shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;

      (4) To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or

      (5) 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.

   ii. Unit members requiring leave under this section should notify the Principal in advance, if possible. If the absence is unscheduled, unit members may be asked to provide documentation, such as a police report, court order, or other evidence that they appeared in court, or documentation from a counselor or domestic violence advocate. Although this leave is unpaid, unit members may use their accrued vacation or paid sick leave, as appropriate, to receive compensation for this time off.

   iii. Unit members may also take unpaid time off to recover from domestic violence, sexual assault, or stalking. The Foundation 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.

c. Leave for Crime Victims and Their Family Members. Unit members who are the victim – or who have an immediate family member victim – of a violent felony, serious felony (as defined by the California Penal Code), or felonies related to theft or embezzlement, are permitted to be absent from work to attend judicial proceedings related to the crime. Unit members must provide the Principal with

written notification for each scheduled proceeding, unless advance notice is not possible. This time off is unpaid. Unit members may choose to use accrued personal leave, but this is not required.

7. No Discrimination or Retaliation. The Foundation prohibits discrimination or retaliation against unit members for using protected leaves under this Article.

8. Consequences for Failing to Notify. Unit members are expected to notify the Principal in advance if they are unable to report to work for any reason. Failure to notify can result in disciplinary action. If a unit member fails to notify the Principal of an absence and remains absent from work for three (3) consecutive days without notice, that employee may be considered to have abandoned their job.

ARTICLE XV: RESOURCES

1. The Foundation agrees to provide unit members with reasonable supplies and equipment to prepare instructional materials.

2. Damaged Personal Property

    a. Reimbursement of up to a maximum of $500 per employee per school year shall be made to employees for loss, destruction or damage by arson, burglary, or vandalism of employee-purchased or loaned instructional materials used for instruction, provided the loss is not due in part to employee negligence and the item is registered as set forth below:

        i. Upon bringing such items to school for use, the unit member shall provide the Director with documentation of the item's value, as well as a description of how it will be used in instruction. Reasonable care must be taken by the employee to safeguard and secure any such items.

    b. If the Director has authorized in writing the use of such materials and the materials are necessary to instruction and not provided by the school, the unit member may seek reimbursement for the loss or damage to the item.

3. Employees will not be required to pay for school equipment broken or damaged due to the normal wear and tear of such equipment, e.g. computer, DVD player, etc.

ARTICLE XVI: SEPARABILITY, SAVINGS, AND STATUTORY CHANGES

1. Should any part of this agreement or application of this Agreement be held contrary to law; illegal or unenforceable by the final decision of a court of competent jurisdiction or the decision of a duly authorized governmental agency, then such provisions or applications thereof shall not be deemed valid and subsisting except to the extent permitted by law, but all provision of this Agreement shall continue in full force and effect.

2. In the event of such a decision as set forth above, the parties agree to immediately meet and negotiate for the purpose of developing substitute provisions for such parts or provisions rendered or declared illegal or unenforceable.

3. In the event that state or federal statutory actions mandate change in the provisions of this Agreement, the parties agree to meet and negotiate for the purposes of developing such modifications to the affected provisions.

ARTICLE XVII: NEGOTIATIONS PROCEDURES

1. Initial Proposals: No later than the regularly scheduled Charter School Committee meeting in December of the calendar year preceding the year in which this agreement expires, UFE shall submit its initial proposals for reopeners or a successor agreement to the Charter School Committee.

2. Good Faith Negotiation: The parties shall meet and negotiate in good faith on a successor agreement beginning no later than March 15 of the calendar year in which this Agreement expires. Any agreement reached between the parties shall be reduced to writing and by them.

3. Administration of Agreement: The parties shall make every reasonable effort to administer this Agreement in a consistent manner. The Foundation and its agents shall make every reasonable effort to administer work rules promulgated under this Agreement in a consistent manner with respect to the bargaining unit members.

4. Distribution of Ratified Agreement: Within forty-five (45) days of ratification of the Agreement by both parties herein, The Foundation shall have sufficient copies, prepared and delivered to UFE for distribution to each unit member in the school. The Union shall be responsible for distributing a copy of the negotiated Agreement to all new bargaining unit members.

5. Effect of Agreement: Any individual contract executed between The Foundation and a unit member shall be subject to and consistent with terms and conditions of this Agreement. And, to the extent permitted by law, this Agreement shall supersede rules, regulations or practices of the Charter School Committee which are contrary to or inconsistent with its terms.

6. This Agreement will be in effect from the date of its execution to June 30, 2020.

ARTICLE XVIII: NON-DISCRIMINATION

1. Non-Discrimination. Neither the Foundation nor the Union shall discriminate against any unit member on the basis of age, race, creed, color, national origin, or ethnicity, gender, marital status, sexual orientation, religion, and handicap or on any other basis that is prohibited by law.

ARTICLE XIX: GRIEVANCE

1. Definitions and General Conditions.

    a. A grievance is a claim by one (1) or more unit members that there has been a violation, misinterpretation or misapplication of a provision of this Agreement, except for the following which are not subject to grievance or are subject to limited grievance as set forth herein:

        i. Article IV (Management Rights);

        ii. Article X (Discipline), except for compliance with procedures specified therein;

        iii. Article XI (Reductions in Force), expect for compliance with the procedures specified therein; and

        iv. Article XII (Evaluation), except for compliance with the procedures specified therein.

    b. For purposes of this Article, a "day" is a day on which unit members are scheduled to work.

2. Right to Representation. A grievant may be represented at all stages of the grievance by a Union representative(s). A copy of the grievance will be issued to all affected parties.

3. No Reprisals. No reprisals of any kind will be taken by Foundation or by any member or representative of the administration against any grievant, any party of interest, any bargaining unit member, Foundation, or any other participant in the grievance procedures by reason of such participation.

4. Level One: Collaborative Level.

    a. The grievant shall first discuss the grievance with the appropriate administrator, either directly or accompanied by a Union representative, with the object of resolving the matter informally. The grievant, may however, authorize a Union representative to represent them.

    b. This discussion must be requested within twenty (20) days of the alleged violation or within twenty (20) days of when the grievant had knowledge of the facts concerning the alleged violation.

5. Level Two: School Level.

    a. If the matter is not resolved informally at the Collaborative Level, the grievant may submit the claim as a formal grievance no later than fifteen (15) days after the informal conference.

    b. Within ten (10) days after receipt of the written grievance by the appropriate administrator, the administrator shall meet with the aggrieved and a Union Representative in an effort to resolve the matter.

    c. Within ten (10) days after receipt of the grievance, or after the Level 2 School Level conference, the administrator shall render a decision in writing, together with supporting reasons.

6. Level Three: Grievance Panel

    a. Procedure

        i. Within ten (10) days of receipt of the decision at the School Level, or if no decision is rendered within the required time, if the grievant is not satisfied with the decision, the grievance may be appealed to a binding grievance panel. Participation on the Panel is voluntary and panel members will agree to participate in fair decision-making training provided to panel members jointly by the Foundation and UFE.

        ii. The arbitration shall be conducted by a five-member panel consisting of two (2) representatives of Foundation, two (2) representatives of Union, and an arbitrator. UFE and TFHE will each select their respective representatives. A representative of the Union and a representative of The Foundation shall select the arbitrator from a list provided by the California State Mediation and Conciliation Services by eliminating names until one name remains. The one remaining name shall be the arbitrator. The process of striking names shall occur within (10) days of receipt of the list. A coin flip shall determine if the Union or The Foundation will have first elimination. The parties shall disclose the names of their representatives at least three (3) weeks in advance of the hearing.

        iii. The parties shall, no less than ten (10) work days before the hearing, exchange in writing their understanding of the issue(s) to be submitted to the panel. Thereafter, the parties will exchange a written summary of the

evidence they intend to offer and make good faith efforts to reach agreement on, and reduce to writing, the issue(s) to be submitted to the panel. The agreed upon issue(s), if agreement is reached, together with the exchanged summaries of evidence and a list of witnesses to be used by each side, shall be submitted to each other and the panel no later than five (5) working days prior to the hearing.

iv. The panel and parties will make all reasonable efforts to conclude the hearing in one (1) day.

v. The panel has the discretion to decide whether to receive written briefs from the parties, or to decide the matter based on final oral argument.

vi. The cost of employing the arbitrator shall be borne equally by the parties. All other costs shall be borne only by the party incurring that cost. If the parties agree to the use of a court reporter, or if the arbitrator requires the use of a court reporter, the cost of the court reporter shall be shared equally. Absent mutual agreement, the side requesting use of the court reporter shall absorb the cost. The cost of the transcript, if one is prepared, shall be borne by the party requesting the transcript, unless both parties mutually agree to share the cost of the transcript. If the arbitrator requests that a copy of the transcript be prepared both parties shall share the cost of the transcript.

b. Duty of Panel

i. The panel shall and issue a decision within thirty (30) days after conclusion of the hearing (and briefing if briefs are received). The decision of the majority of the panel shall be final and binding.

ii. The decision will fully explain the panel's reasoning on each issue.

iii. The panel shall consider and make a decision with respect to only the specific issue(s) submitted and shall not have authority to make a decision on any other issue not so submitted. In the event the panel finds a violation of the Agreement, they shall decide the appropriate resolution subject to the limits in Section 19.6.b.iv. The decision of the panel shall be based solely upon the evidence and arguments presented by the respective parties. If the panel recommends a monetary remedy, their recommendation shall be confined to no earlier than twenty (20) days before the date on which the grievance was filed.

iv. The panel shall have no power to:

(1) Add to, subtract from, disregard, alter or modify any of the terms of this Agreement or of any Foundation policy;

(2) Establish, alter, modify, or change any salary schedule or salary structure; or

(3) Rule on any matter exempt or partially exempt from this Article as set forth in Section 19.1.

7. Miscellaneous

a. The grievant and the Union representative shall be provided with reasonable time to attend any grievance meetings with Foundation. For hearings, the grievant(s) and witnesses as required shall be afforded reasonable release time.

b. Where a grievant is not represented by Union, The Foundation shall promptly furnish to Union (at its central office) a copy of the grievance. If the grievance is withdrawn without a settlement, The Foundation shall so notify Union. The Foundation shall not agree to a final resolution until Union has been notified of the proposed resolution and been given an opportunity to state in writing its views.

ARTICLE XX: ACADEMIC FREEDOM

1. It is the policy of the Foundation that all instruction be fair, accurate, objective, and appropriate to the age and maturity of the student(s). Accordingly:

    a. Teachers shall have academic freedom in the study, investigation, presentation, and interpretation of facts and ideas consistent with the course of study.

    b. In performing teaching functions, unit members shall have reasonable freedom, within the bounds of the law, to express their opinions on all matters relevant to the course content, in an objective manner.

2. Teachers shall have the responsibility for determining the grades of students. Such grades shall not be changed except as permitted by Education Code Section 49066.

3. Teachers will exercise their academic freedom under this Article in a manner that is consistent with and that supports the performance accountability standards then in effect as established by the State.

ARTICLE XXI: CLASS SIZE

1. General Provisions. The following general provisions and definitions apply to this Article:

    a. In interpreting and applying the class size restrictions of this Article, only "active" enrollment shall be considered.

    b. As used in this Article, the term "unit member" or "position" refers to a full time equivalent (FTE) classroom teacher or position.

2. Class Size Ratios. In assigning students to classes, The Foundation will meet the following guidelines:

    a. High School: Except as otherwise expressly provided, class size for each teacher will not exceed, on average, a student/teacher ratio of 25:1, subject to a cap of 32:1. The recommended class size shall be 25:1.

    b. Class size for Physical Education, Dance, Drama, and Music shall not exceed, on average, a student teacher ratio of 40:1, subject to a cap of 45:1.

    c. Advisory Classes shall not exceed 25 students, with a recommended size of 20 students.

    d. Site Academic Counselors, Federal categorically-funded unit members, Educational Specialists, certificated non-unit employees, and classified non-certificated personnel shall not be utilized in the computation or application of the class size ratios listed above.

3. Caseload Ratios

    a. Site Academic Counselor student load shall not exceed 250 students, with the exception of RCLA for the 2018-2019 school year. During the 2018-2019 school year, the RCLA counselor will not be required to sub, proctor tests, or perform other adjunct duties.

    b. Education Specialists shall have a caseload no larger than 28 students.

4. General Considerations. The following criteria shall be considered in determining class size:

    a. The physical limitation of a classroom or building;

    b. Equipment/stations available per student;

c. Space needed to ensure performance and evaluation of students in skill and/or job training courses; and

d. Special academic needs, potential discipline issues, and the maturity level of the students.

ARTICLE XXII: HEALTH AND SAFETY

1. The Foundation shall comply with all applicable health and safety laws.

2. **Facilities.** The Foundation shall make every reasonable effort to provide facilities that are clean, safe, and maintained in good repair and otherwise maintain a safe place of employment. Pursuant to relevant laws, rules and regulations referenced herein, unit members shall not be required to work under unsafe or hazardous conditions or perform tasks which a reasonable person would consider dangerous to their health and safety. Each school site shall have access to potable water.

3. **Written Report on Unsafe Conditions**. Members shall immediately report to the Director or designee, in writing, any condition that may have a detrimental effect on the health, safety, or well-being of students, employees or other persons. This would include any unsafe, hazardous, unhealthy, or potentially dangerous working condition. Procedures for reporting and follow-up shall be determined by The Foundation reviewed at least annually, and distributed to unit members each year.

4. **Vehicle Use.** When unit members are required to use their personal automobile during work time, and in the case of an accident, the driver's insurance shall be primary and The Foundation's will be secondary. Members shall be compensated for mileage at the current IRS mileage rate. All school vehicles must be properly maintained and safe to drive. Unit members shall not be required to drive a vehicle that they believe is unsafe or is not legal to drive.

5. **Immediate Report of Assault**. Members shall report cases of assault or attacks suffered in connection with their employment to the Director or immediate supervisor as soon as possible and have the right to contact the local law enforcement. The Foundation shall release the employee from duty without loss of pay or benefits when they are required to make a statement to the police or appear in court in connection to the incident. There shall be no reprisals by the employer to the member for making reports to law enforcement.

6. **Infectious or Contagious Disease.** Members shall report any suspected infections or contagious disease that the unit member believes endangers safety. Students suspected of having a contagious disease shall be sent to the school office. The Foundation shall follow all applicable Ed Code related to infectious or contagious disease. The unit member(s) shall be notified regarding the nature of the suspected disease and the steps taken by The Foundation deemed necessary, to protect the safety of the employee(s) and students.

7. **Dangerous Student Action.** Members who deem their safety, or the safety of other students, to be endangered by a student's actions should refer such student to the Director or designee as soon as possible along with clear communication about the situation. Prior to returning the student to that member's class, the Director or designee shall communicate with the teacher what action has been taken regarding the student As soon as possible the Director or designee will consult with the teacher regarding the long-term plan for the student.

8. **Reasonable Physical Control.** In accordance with applicable law, a member may use reasonable physical control as is necessary to protect oneself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain a dangerous object from the person.

9. **Notification.** Unit member will be notified of any known instances of the following for students assigned to their rosters: pending or current suspension or expulsions or any criminal convictions involving threat of violence or violence. Unless prohibited by law, unit members shall be notified concerning any students under their care who are subject to an IEP, BIP, or 504 Plan which identifies any specific dangerous propensities of such students.

10. **Disruptions on Campus.** In responding to disruptive persons on campus, members may request The Foundation to take appropriate action to eliminate such disruption. Such action to be taken shall be in the discretion of The Foundation but may include ouster (removal) measures or possibly injunctive (restraining order) relief.

11. **Emergency Closures.** In the event of an emergency closure of facilities lasting 5 school days or less, Thanks but not limited to natural disaster, quarantine, or government order, unit members shall receive their daily rate of pay and benefits. In the event of an emergency closure of facilities lasting more than 5 school days, including but not limited to natural disaster, quarantine, or government order, unit members shall receive their daily rate of pay and benefits if The Foundation collects ADA during this period. If make-up days are required by law, The Foundation shall negotiate said days with the Union.

12. **Safety Supplies.** The Foundation shall provide each classroom and major work area with OSHA certified first aid kits, emergency supplies, fire extinguishers. All science and art classes shall have sinks and other necessary safety equipment, including but not limited to showers, eye protection, storage for hazardous chemicals, etc.

13. **Communication.** Each unit member shall be provided with a telecommunications device that shall enable the unit member to contact the main office and/or 911. The Foundation

shall ensure that all devices function properly and shall provide sufficient training for all staff on the use of the provided devices.

14. **After Hours.** No member shall be required to be on school grounds after the end of the regular work day unless an administrator or designee is also present on school grounds. Members may choose to remain on school grounds after the end of the regular work day at his/her discretion.

15. Each site shall be provided with the following for staff use

    a. a lunchroom/faculty lounge which is adequately furnished

    b. adequate lavatory facilities for staff use only

    c. A secure, locked space to store personal items.

16. If the water and/or electricity is out for more than 2 hours, students and employees shall be dismissed.

17. No employee shall be required to work in a regular classroom that is less than 59° F or warmer than 82°F.

18. **Nursing Facilities.** The Foundation shall provide a dedicated space for unit members to express breast milk as frequently as needed by the mother. This space shall not be a bathroom, must be shielded from view and free from intrusion by coworkers or the public, shall have a lock, shall not be accessible to students, shall be clean, and shall have running water, a refrigerator, and electricity. Break time provided for this purpose shall, if possible, run concurrently with any break time already provided to the unit member and shall not seriously disrupt the operations of the Foundation. If it is not possible to have a dedicated space due to facilities limitations the Foundation shall meet with the UFE to negotiate an appropriate alternative arrangement before the lactating employee or student returns to school.

Attachment A – Salary Schedules

Units listed below refer to the number of semester units.

2017 - 2018										
Teachers						**Academic Counselors**				
		Preliminary or Clear Credential								
Step	BA/BS	BA/BS/CTE Credential	BA/BS+30	BA/BS+45	BA/BS+60	**Step**	BA/BS	BA/BS+30	BA/BS+45	BA/BS+60
1	$52,721	$55,357	$57,571	$59,874	$62,269	**1**	$57,114	$59,399	$61,775	$64,246
2	$53,775	$57,018	$59,298	$61,670	$64,137	**2**	$58,828	$61,181	$63,628	$66,173
3	$54,851	$60,439	$62,856	$65,371	$67,985	**3**	$62,358	$64,852	$67,446	$70,144
4	$55,948	$62,252	$64,742	$67,332	$70,025	**4**	$64,228	$66,797	$69,469	$72,248
5		$64,742	$67,332	$70,025	$72,826	**5**	$66,797	$69,469	$72,248	$75,138
6		$66,684	$69,352	$72,126	$75,011	**6**	$68,801	$71,553	$74,415	$77,392
7		$68,685	$71,432	$74,290	$77,261	**7**	$70,865	$73,700	$76,648	$79,714
8		$70,745	$73,575	$76,518	$79,579	**8**	$72,991	$75,911	$78,947	$82,105
9		$72,868	$75,782	$78,814	$81,966	**9**	$75,181	$78,188	$81,316	$84,568
10		$75,054	$78,056	$81,178	$84,425	**10**	$77,436	$80,534	$83,755	$87,105
11		$77,305	$80,398	$83,614	$86,958	**11**	$79,760	$82,950	$86,268	$89,719
12		$79,625	$82,810	$86,122	$89,567	**12**	$82,152	$85,438	$88,856	$92,410

2018 - 2019										
Teachers						Academic Counselors				
Step	BA/BS	Preliminary or Clear Credential				Step	BA/BS	BA/BS+30	BA/BS+45	BA/BS+60
		BA/BS/CTE Credential	BA/BS+30	BA/BS+45	BA/BS+60					
1	$54,303	$57,018	$59,298	$61,670	$64,137	1	$58,828	$61,181	$63,628	$66,173
2	$55,389	$58,728	$61,077	$63,521	$66,061	2	$60,593	$63,016	$65,537	$68,159
3	$56,496	$62,252	$64,742	$67,332	$70,025	3	$64,228	$66,797	$69,469	$72,248
4	$57,626	$64,120	$66,684	$69,352	$72,126	4	$66,155	$68,801	$71,553	$74,415
5		$66,684	$69,352	$72,126	$75,011	5	$68,801	$71,553	$74,415	$77,392
6		$68,685	$71,432	$74,290	$77,261	6	$70,865	$73,700	$76,648	$79,714
7		$70,745	$73,575	$76,518	$79,579	7	$72,991	$75,911	$78,947	$82,105
8		$72,868	$75,782	$78,814	$81,966	8	$75,181	$78,188	$81,316	$84,568
9		$75,054	$78,056	$81,178	$84,425	9	$77,436	$80,534	$83,755	$87,105
10		$77,305	$80,398	$83,614	$86,958	10	$79,760	$82,950	$86,268	$89,719
11		$79,625	$82,810	$86,122	$89,567	11	$82,152	$85,438	$88,856	$92,410
12		$82,013	$85,294	$88,706	$92,254	12	$84,617	$88,002	$91,522	$95,183

2019 - 2020										
Teachers						Academic Counselors				
Step	BA/BS	Preliminary or Clear Credential				Step	BA/BS	BA/BS+30	BA/BS+45	BA/BS+60
		BA/BS/CTE Credential	BA/BS+30	BA/BS+45	BA/BS+60					
1	$54,846	$57,588	$59,891	$62,287	$64,779	1	$59,416	$61,793	$64,264	$66,835
2	$55,943	$59,316	$61,688	$64,156	$66,722	2	$61,199	$63,647	$66,192	$68,840
3	$57,061	$62,875	$65,389	$68,005	$70,725	3	$64,871	$67,465	$70,164	$72,971
4	$58,203	$64,761	$67,351	$70,045	$72,847	4	$66,817	$69,489	$72,269	$75,160
5		$67,351	$70,045	$72,847	$75,761	5	$69,489	$72,269	$75,160	$78,166
6		$69,372	$72,147	$75,032	$78,034	6	$71,574	$74,437	$77,414	$80,511
7		$71,453	$74,311	$77,283	$80,375	7	$73,721	$76,670	$79,737	$82,926
8		$73,596	$76,540	$79,602	$82,786	8	$75,933	$78,970	$82,129	$85,414

9		$75,804	$78,837	$81,990	$85,270	**9**	$78,211	$81,339	$84,593	$87,977
10		$78,078	$81,202	$84,450	$87,828	**10**	$80,557	$83,779	$87,131	$90,616
11		$80,421	$83,638	$86,983	$90,462	**11**	$82,974	$86,293	$89,745	$93,334
12		$82,833	$86,147	$89,593	$93,176	**12**	$85,463	$88,882	$92,437	$96,134

Attachment B – Academic Counselor Job Description

POSITION PURPOSE

The academic counselor brings to education, knowledge and training in specialized fields by supporting students to graduate from high school and complete A-G requirements. The overall purpose of this position is to proactively respond to students by facilitating their academic, personal/social, college and career development as well as helping create a positive and safe learning experience. The Academic Counselor plays a key role in addressing the academic and perceived barriers students have and could potentially prevent them from graduating from high school and attending college. Major duties for which this position is responsible include:

- Develop individual student academic plans to ensure high school graduation and college admission;
- Identify students for academic intervention support to address and meet their academic needs as they surface;
- Collaborate with Advisory teachers by providing academic, college, and career support.
- Guide students and parents in the preparation and submission of college admission, financial aid applications, summer programs, internship opportunities, and credit recovery/advancement opportunities.

PRIMARY RESPONSIBILITIES:

1. Provide workshops to promote student self-direction for academic and career planning
2. Create academic counseling modules around college and career, 4-year plan, financial aid, college entrance exams.
3. Work with Student Data Analyst and administration to accurately and appropriately prepare, interpret and communicate student data for monitoring student progress toward graduation after each benchmark assessment, MAP assessment, and grading period
4. Collaborate in the yearly planning and development of the Master Schedule
5. Implement comprehensive college matriculation program, assist students regularly, by grade level, individually or in groups, with developing academic, career, and personal goals towards high school graduation A-G completion, and post secondary education.
6. Ensure that each student at each grade level is participating in available college-related activities when possible, including, but not limited to, summer programs
7. Registers students and supports other related issues regarding standardized tests administered to all students, including, but not limited to PSAT/SAT I, ACT, and SATIIs
8. Plans and assists college visits
9. Conduct meetings with students and their families related to college and career readiness
10. Maintains constant and open communication with students, parents, teachers and administrators and other relevant individuals regarding high school and postsecondary options.
11. Research and seek to establish relationships within the college admissions arena.

12. Attend California Student Aid Commission (CSAC) trainings and validate data as needed for purposes of CSAC
13. Utilize academic performance, behavior and attendance data to inform development of academic plans
14. Demonstrate knowledge and support of the Mission, Vision, standards, policies and procedures, operating instructions, confidentiality standards and the code of ethical behavior of the organization
15. Organize participation in community events aimed at addressing student academic needs
16. Develop partnerships to provide a wider range of student services and referral resources
17. Counselors will attend the CSU, UC, Financial Aid, College Board, and ASCA Conferences as directed by the Principal.

KNOWLEDGE, ABILITIES AND PHYSICAL REQUIREMENTS NECESSARY TO PERFORM THE DUTIES OF THE POSITION

Knowledge of:

- Current state and federal laws governing counseling and adherence to these laws;
- The framework of Competency Based Counseling and the National Counseling Standards;
- Academic parameters for HS matriculation, CA Content Standards, UC and state college entrance processes and requirements, and Community College entrance processes and requirements

Ability to:

- Maintain professional confidentiality and work collaboratively
- Work with all constituents in a pleasant and cooperative manner
- Present policies to small and large groups
- Construct individualized development programs for students
- Work with basic computer technology, data-base applications and a windows environment

REPORTS TO

Site Principal or designee

MINIMUM QUALIFICATIONS

- Bachelor's Degree required
- Master’s Degree preferred
- Pupil Personnel Services Credential preferred
- 3 to 5 years delivering a high school academic advising program preferred
- Previous teaching experience preferred
- Knowledgeable of college admissions requirements
- Bilingual, Spanish Preferred

COMPENSATION

Consistent with the collective bargaining agreement.

SCHEDULE AND CLASSIFICATION

- This is a full time salary position
- Hours will be flexible to accommodate evening and weekend events, as needed, such that counselors will be permitted to leave early or arrive late in advance of or following evening or weekend events with advance approval of the Principal

PHYSICAL AND ENVIRONMENTAL ELEMENTS

- This is primarily a sedentary office classification, which may include long periods of sitting, in an office environment with moderate noise levels, controlled temperature conditions and no direct exposure to hazardous physical substances.
- Specific vision abilities required by this job include close vision to read printed materials and a computer screen with ability to adjust focus.
- May have occasional exposure to irate parents, staff, and public and private representatives in interpreting and enforcing policies and procedures.
- Finger dexterity is needed to access, enter and retrieve data using a computer keyboard, typewriter keyboard, or calculator and to operate standard office equipment.
- The position occasionally bends, stoops, reaches, pushes, and pulls drawers to retrieve and file information and lifts and carries reports that typically weigh less than 20 pounds.
- The position requires the ability to drive a vehicle, to obtain and maintain car insurance, and to occasionally travel by train, plane, or other means outside of the San Jose area.

REASONABLE ACCOMMODATIONS

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the Foundation 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 Foundation. An applicant or employee for this position who believes he or she requires an accommodation in order to perform the essential functions of the job should contact the Site Principal or Vice President and request such an accommodation, specifying what accommodation he or she needs to perform the job. The Foundation will analyze the situation, engage in an interactive process with the individual, and respond to the individual's request.

Latino College Preparatory Academy (LCPA)
Charter Petition Renewal

Appendix 7: Union of Foundation Educators Collective Bargaining Agreement (CBA) (2017 – 2020)

The Foundation For Hispanic Education
14271 Story Road
San Jose CA, 95127
https://www.tfhe.org/
Phone: (408) 585-5022
Fax: (650) 715-0154

Classified Staff

Probationary Performance/6-Month Check-In/Annual Review

This evaluation is to be done immediately upon completion of the 90-day probationary period and after 6-month anniversary date

Employee Name: **Position:**

Hire Date: **Supervisor(s):**

Please check the rating that best describes your observations of the employee named above at this time.

1.	**Understanding of essential job duties and responsibilities**	**Outstanding**	**Meets Expectations**	**Below Expectations**	**Needs Improvement**
2.	**Ability to follow instructions**	**Outstanding**	**Meets Expectations**	**Below Expectations**	**Needs Improvement**
3.	**Completion of needed job-related training**	**Outstanding**	**Meets Expectations**	**Below Expectations**	**Needs Improvement**
4.	**Problem solving abilities**	**Outstanding**	**Meets Expectations**	**Below Expectations**	**Needs Improvement**
5.	**Punctuality and Attendance**	**Outstanding**	**Meets Expectations**	**Below Expectations**	**Needs Improvement**
6.	**Effective communication (with supervisor(s), other team members and all other staff)**	**Outstanding**	**Meets Expectations**	**Below Expectations**	**Needs Improvement**
7.	**Willingness to take on and act on constructive feedback**	**Outstanding**	**Meets Expectations**	**Below Expectations**	**Needs Improvement**
8.	**Demonstration of Initiative**	**Outstanding**	**Meets Expectations**	**Below Expectations**	**Needs Improvement**
9.	**Time Management**	**Outstanding**	**Meets Expectations**	**Below Expectations**	**Needs Improvement**
10.	**Compliance with TFHE policy and procedures**	**Outstanding**	**Meets Expectations**	**Below Expectations**	**Needs Improvement**

The Foundation For Hispanic Education
14271 Story Road
San Jose CA, 95127
https://www.tfhe.org/
Phone: (408) 585-5022
Fax: (650) 715-0154

12.	**Rapport with staff and other teams**	**Outstanding**	**Meets Expectations**	**Below Expectations**	**Needs Improvement**

Strengths: What do you see as the employee's three greatest strengths?

1. Click here to enter text.
2. Click here to enter text.
3. Click here to enter text.

Goals: What goals should the employee focus on moving forward?

1. Click here to enter text.
2. Click here to enter text.
3. Click here to enter text.

Training Needs: What additional training does the employee need to complete during the next review period?

1. Click here to enter text.
2. Click here to enter text.
3. Click here to enter text.

Supervisor Feedback: What suggestions do you have for the employee for the upcoming 6 months?

Click here to enter text.

Employee Comments:

_____

_____

_____

Completed by:

_____ _____ _____

Employee Name (Please Print) **Signature** **Date**

The Foundation For Hispanic Education
14271 Story Road
San Jose CA, 95127
https://www.tfhe.org/
Phone: (408) 585-5022
Fax: (650) 715-0154

Supervisor/Director (Please Print)	**Signature**	**Date**
Chief, HR and Compliance (Please Print)	**Signature**	**Date**

Latino College Preparatory Academy (LCPA)
Charter Petition Renewal

Appendix 8: Classified Staff
Annual Performance Review

SUMMARY EVALUATION OF TEACHING PERFORMANCE

Teacher: _____ Date: _____

Program: _____ Site: _____

Date(s) of Observation: _____

Rating Definitions

1. Unsatisfactory
2. Needs Improvement
3. Satisfactory
4. Exceeds Standards

NOT ALL ELEMENTS MUST BE EVALUATED-THOSE OBSERVED SHOULD BE NOTED	1st Formal		2nd Formal
STANDARD I - ENGAGING AND SUPPORT ALL STUDENTS IN LEARNING			
1.1 Using knowledge of students to engage them in learning. 1.2 Connecting learning to students' prior knowledge, background, life experiences, and interests. 1.3 Connecting subject matter to meaningful real-life contexts. 1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs. 1.5 Promoting critical thinking through inquiry, problem-solving, and reflection. 1.6 Monitoring student learning and adjusting instruction while teaching.			
STANDARD II- CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING			
2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully. 2.2 Creating a physical or virtual learning environment that promotes student learning, reflect diversity, and encourage constructive and productive interaction among students. 2.3 Establishing and maintaining learning environment with high expectations and appropriate support for all students. 2.4 Creating a rigorous learning environment with expectations and appropriate support for all students. 2.5 Developing, communicating, and maintaining high standards for individual and group behavior. 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn.			

2.7 Using the instructional time to optimize learning.			

STANDARD III- UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING			
3.1 Demonstrating knowledge subject matter, academic content standards, and curriculum frameworks 3.2 Applying knowledge of students developing and proficiencies to ensure student understanding of subject matter. 3.3 Organizing curriculum to facilitate student understanding of the subject matter. 3.4 Utilizing instructional strategies that are appropriate to subject matter. 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students. 3.6 Addressing the needs to English learners and students with special needs to provide equitable access to the content.			
STANDARD IV- PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS			
4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction. 4.2 Establishing and articulating goals for student learning. 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning. 4.4 Planning instruction that incorporates appropriate strategies for meeting the learning needs of all students. 4.5 Adapting instructional plans and curricular materials to meet the assessed learning need of all students.			
STANDARDS V- ASSESSING STUDENTS FOR LEARNING			
5.1 Applying knowledge of purposed, characteristics, and uses of different types of assessments. 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction. 5.3 Reviewing data, both individually and colleagues, to monitor student learning. 5.4 Using assessment data to establish learning goals to plan, differentiate, and modify instructions. 5.5 Involving all students in self-assessment, goal setting, and monitoring progress. 5.6 Using available technologies to assist in the assessment, analysis, and communication of students learning.			

5.7 Using assessment information to share timely and comprehensible feedback with students and their families.			

STANDARD VI- DEVELOPING A PROFESSIONAL EDUCATOR			
6.1 Reflecting on teaching practice in support of student learning. 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development. 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning. 6.4 working with families to support student learning. 6.5 Engaging in local communities in support of the instructional program. 6.6 Managing professional responsibilities to maintain motivation and commitment to all students. 6.7 Demonstrating professional responsibility, integrity and ethical conduct.			

OVERALL EVALUATION RATING

- ☐ Unsatisfactory
- ☐ Needs Improvements
- ☐ Meets/ Exceeds Standards

NOTE: A copy of this evaluation will be placed in your personnel file.

Observer:

My signature indicates that his report has been discussed with me in a conference with the evaluator. I have been given the opportunity to attach comments regarding.

`

Evaluator Date Teacher Date

`

Evaluator Date Teacher Date

`

Program Director Date

Latino College Preparatory Academy (LCPA)
Charter Petition Renewal

Appendix 9: TFHE Teacher/
Certificated Staff Evaluation

CharterSAFE

2020 - 2021 Mandatory Employee Training

Training Course Name *(courses in orange are California Specific)*	Statute	SafeSchools Category	Timeframe	Audience
Mandated Reporter: Child Abuse and Neglect *(California Specific)*	CA Penal Code § 11164-11174.3	Social & Behavioral- 39 minutes	Annual - Within First 6 Weeks of School or From Hire Date	All Employees
CharterSAFE Boundaries: Student Sexual Abuse Prevention (Also Available on CharterSAFE LMS)	CharterSAFE Requirement	Policy- 52 minutes		
Bloodborne Pathogens: Exposure Prevention: Complete *(California Specific)*	CA Code of Regulations, Title 8, § 5193	Health- 24 minutes		
Drug Free Workplace	CA Government Code § 8350-8351 & 8355-8357	Human Resources- 24 minutes		
Hazard Communication: Right to Understand (GHS)	CA Code of Regulations, Title 8, § 5194; CA Labor Code § 6360 et. seq.	Environmental- 26 minutes		
First Aid	Cal/ OSHA Title 8 § 3400	Health- 34 minutes		
Back Injury& Lifting: Full Course	Cal/ OSHA Title 8 § 3203, 5110	Environmental- 21 minutes		
Fire Extinguisher Safety	Cal/ OSHA Title 8 § 6151	Environmental- 14 minutes		
Slips, Trips, & Falls: Full Course	Cal/ OSHA Title 8	Environmental- 29 minutes		
Cardiopulmonary Resuscitation (CPR) *(California Specific)*	Cal/ OSHA Title 8 § 3439	Health- 15 minutes		
Youth Suicide: Awareness, Prevention and Prevention (Full Course)	CA Education Code § 215	Social & Behavioral- 39 minutes		All Employees Serving Grades 7 - 12
Integrated Pest Management *(California Specific)*	CA Education Code § 17608-17613; CA Food & Agricultural Code § 13180-13188	Environmental- 60 minutes		All Employees Who Use Disinfectants or Pest Control Chemicals
Personal Protective Equipment	Cal/ OSHA Title 8 § 3380-3387	Environmental- 17 minutes		All Employees Who Are Required to Use PPE
Workplace Violence: Awareness and Prevention: Employee	Cal/ OSHA Title 8 § 3203	Human Resources- 23 minutes		All Non- Supervising Employees
Sexual Harassment Prevention for Non-Managers (SB 1343) *(California Specific)*	CA Senate Bill 1343	Human Resources- 60 minutes	Current Non-Supervisor Employees – Every 2 Years. New Hires Within 6 Months of Hire Date.	
Making Schools Safe and Inclusive for LGBTQ Students	CA AB 493	Social & Behavioral- 36 minutes	Every 2 Years (Best Practice-Annual)	All Instructional Staff Servings Grades 7 - 12
Injury and Illness Prevention Program (IIPP)	Title 8, Section 3203	Environmental- 20 minutes	Annual - Within First 6 Weeks of School or From Hire Date	Managers & Supervisors
Sexual Harassment: Policy & Prevention (AB 1825) *(California Specific)*	CA Government Code § 12950.1; CA Administrative Code § 7288.0	Employment Practices- 120 minutes	Every 2 Years. New Supervisors - Within 6 Months of Starting New Position or Hire Date (Best Practice- Annual)	
Workplace Violence Full Course: Supervisor	Cal/ OSHA Title 8 § 3203	Human Respource- 29 minutes	Annual - Within First 6 Weeks of School or From Hire Date	
Office Ergonomics	Cal/ OSHA Title 8 § 5110	Environmental- 15 minutes		Administrators & Office Employees
Concussion Awareness: Athletics	CA Health & Safety Code § 124235-124236	Health- 20 minutes		Coaches & Administrators of Athletic Programs
Sudden Cardiac Arrest in Athletes *(California Specific)*	CA Education Code §33479-33479.9	Health- 16 minutes	Every 2 Years (Best Practice-Annual)	
Medication Administration: *Epinephrine Auto-Injectors*	Ca AB 1386	Health- 23 minutes	Annual - Within First 6 Weeks of School or From Hire Date	School Nurses & Trained Volunteers
School Meal Compliance	USDA	Nutrition Services- 21 minutes	Annual - Within First 6 Weeks of School or From Hire Date	Food Service Employees
Chemical Spills Overview	Cal/ OSHA Title 8 § 5192	Environmental- 24 minutes		Custodial & Maintenance Employees
Hearing Loss Prevention	Cal/ OSHA Title 8 § 5095-5100	Environmental- 13 minutes		
Ladder Safety	Cal/ OSHA Title 8 § 1675, 3276	Environmental- 28 minutes		
Lead Safety Awareness	Cal/ OSHA Title 8 §1532, 5216	Environmental- 15 minutes		
Lockout/ Tagout	Cal/ OSHA Title 8 § 3314, 3341	Environmental- 13 minutes		
Eye & Face Protection	Cal/ OSHA Title 8 § 3380-3387	Environmental- 14 minutes		
Heat Illness Prevention	Cal/ OSHA Title 8 § 3395	Environmental- 17 minutes		
Asbestos Awareness: K-12 Full 2 Hour	AHERA	Environmental- 120 minutes		
Electrical Safety: Complete	Cal/ OSHA Title 8 § 3642-3646	Environmental- 29 minutes		
Fall Protection	Cal/ OSHA Title 8 § 1871	Environmental- 26 minutes		
Transportation Safety	Cal/ OSHA Title 8 § 3319	Transportation- 27 minutes		Transportation Employees
Bus Behavior & Discipline		Transportation- 19 minutes		
Distracted Driving		Transportation- 12 minutes		
Defensive Driving		Transportation- 20 minutes		
Van Safety		Transportation- 21 minutes		

Please Check With Your Authorizing District For Any Additional Mandatory Training Required

Latino College Preparatory Academy (LCPA)
Charter Petition Renewal

Appendix 10: Mandatory Staff Training

LATINO COLLEGE PREPARATORY ACADEMY

Events at LCPA

	Event	Stakeholder	2020-2021	2019-2020
1	Summer School	9th-12th Students	June 22-July 24, 2020	June 24- July 26, 2019
2	Summer Bridge	Incoming 9th Students	July 20-24, 2020	July 15-26, 2019
3	Grade Level Orientation	Students & Parents	TBD	August 4, 2019
4	Picture Day	9th-12th Students	TBD	August 26, 2019
5	Back to School Night	Students, Parents, Teachers	October 1, 2020	August 21, 2019
6	Senior Sunrise	12th Students, Staff & parents	TBD	September 7, 2019
7	Helping Hands	9th-12th Students	TBD	September 18, 2019
8	Joven Noble	10th-12th Male Students	NA	October 1- Dec. 1, 2019
9	Xinachtli	10th-12th Female Students	NA	October 1, 2019-February 2020
10	Cash for College	12th Students & Parents	January 29, 2020	October 1, 2019
11	PowerSchool Workshop	Parents	October, 2020	January 14, 2019
12	College Application Boot Camp.	12th Seniors	August 7-8, 2020	August 8-9, 2019
13	Club Rush Day (Student Clubs)	9th-12th	TBD	August 23, 2019
14	Quetzal Mama (College Essay Writing Workshop)	12th Seniors	September 4-11, 2020	August 24, 2019

15	Noche de Estrellas	MESA Students	TBD	October 5, 2019
16	GamersUniDos (Movie & Games Night)	Students, Parents, Teachers, Admin	TBD	October 31, 2019
17	Dia de Los Muertos	Students, Parents, Teachers	TBD	November 1, 2019
18	Senior Portraits		TBD	November 15, 2019
19	Movie Night (ASB)	9th-12th Students	TBD	November 15, 2019
20	Winter Festival	Students, Parents, Teachers, Admin	TBD	December 6, 2019
21	End of Year Spanish Project	Spanish Students	TBD	December 19-20, 2019
22	Homecoming Dance (ASB)	Students	TBD	January 17, 2020
23	Musical Performance	Students, Parents, Teachers, Admin	TBD	January 24/25/26, 2020
24	Paint Night/ Date Night	Students, Parents, Teachers, Admin	February 2021	February 13, 2020
25	Genentech Job Shadow Day	10th-11th Grade Students	TBD	February 13, 2020
26	Honor's Night	Students, Parents, Teachers, Admin	February 2021	February 25/26/27, 2020
27	GamersUniDos (Movie & Games Night)	Students, Parents, Teachers, Admin	March 2021	March 6, 2020
28	Museum of Tolerance	10th Grade	March 2020	March 2020
29	CAPZ Art Event (Student Art Show)	Students, Parents, Teachers, Admin	TBD	April 4, 2020
30	Senior Decision Day	Students, Parents, Teachers, Admin	May 1, 2021	May 1, 2020
31	Fitness in Place Challenge Day	Students, Parents, Teachers, Admin	May 2021	May 7, 2020
32	Athletic Sports Banquet	Students, Parents, Teachers, Admin	May 2021	May 21, 2019
33	Freshman Orientation	Incoming 9th Students & Parents	May 2021	May 30, 2020

34	Seniors Check Out Day	12th Grade Students	TBD	June 2/3/4, 2020
35	Virtual Graduation Ceremony	Students, Parents, Teachers, Admin	TBD	June 6, 2020
Monthly Events				
36	Cafecito con el Director	9th-12th Parents	Monthly 10 per year	Monthly 10 per year
37	School Site Council/ ELAC	Students, Parents, Teachers, Admin	Monthly	Monthly
38	Second Harvest of Silicon Valley	Parents & Community members	Monthly 1st Monday of Month	Monthly 1st Monday of Month
39	CISCO Mentoring Program	10th-11th Students	Monthly	3/21 & 10/16
40	Promotoras	9th-12th Parents	Monthly 10 per year	Monthly 10 per year
Quarterly Events				
41	Showcase of Learning	Students & Parents	Every Grading Period September 21-24,2020 November, 2020	Every Grading Period **2019**: 9/26-27. 11/5-7
42	LCAP Town Hall Meeting	Students, Parents, Teachers, Admin	TBD	October 7, 2019 January 9-10, 2020

Latino College Preparatory Academy (LCPA)
Charter Petition Renewal

Appendix 11: Events at Latino College Preparatory Academy (LCPA)

LCAP Year (select from 2017-18, 2018-19, 2019-20)

2018-19

Local Control Accountability Plan and Annual Update (LCAP) Template

Addendum: General instructions & regulatory requirements.

Appendix A: Priorities 5 and 6 Rate Calculations

Appendix B: Guiding Questions: Use as prompts (not limits)

LCFF Evaluation Rubrics: Essential data to support completion of this LCAP. Please analyze the LEA's full data set; specific links to the rubrics are also provided within the template.

LEA Name	Contact Name and Title	Email and Phone
East Side Union High School District	Jesus Rios Director	jrios@tfhe.org 408-729-2281

2017-20 Plan Summary

The Story

Describe the students and community and how the LEA serves them.

The LEA, the Latino College Preparatory Academy (LCPA), is a small, personalized, college-prep charter high school serving over 400 ninth, tenth, eleventh and twelfth graders. It is located in East San Jose, California. It is managed by the Foundation for Hispanic Education and chartered by the East Side Union High School District (ESUHSD). Sixty percent of East San Jose's residents speak a second language other than English and 40% of them report having a college degree.

LCPA receives new and transfer students from several elementary and high school districts within the area. LCPA is a school of choice and through parent and community outreach and relationships; students and parents see the increased opportunities offered by LCPA for youth who are English Learners, at a low socioeconomic status (SES) and/or at risk. The school community is predominately Latino and home to a large, working class immigrant community for Mexican-Americans. Sixty percent of our eastside community speaks a second language other than English, and 40% of the East San Jose inhabitants report having a college degree. LCPA reflects the general demographics of this community, whereby 98% of our students are Latino and 94% are or have been designated as English learners during their educational career.

The student breakdown is as follow:
19% of students are long-term English language learners
6% of students are short-term English language learners
28% of students are English language learners
67% are RFEP (Reclassified Fluent English Proficient)
2% are IFEP (Initial Reclassified Fluent English Proficient)
6% are Special Education students

In addition, 75% of our students come from single-parent families with 23% of them expected to provide childcare for their siblings throughout the school week. In terms of parent educational experience, 3% have attained a 5th-grade education, 6% attained an 8th-grade education and 17.9% graduated from high school, yet 92% of our students will graduate from high school! Moreover, over the last two years, an average of 63% of students have completed their "a-g" requirements. Though the majority (74%) of our student body is on free or reduced lunch, and 93% of our families do not have an immediate family member to have graduated from college, LCPA has experienced success in overcoming these challenges.

With this in mind, LCPA focuses on providing its students with a rigorous curriculum, a strong faculty and an environment made up of high expectations and college-bound learning. LCPA has created a sixteen-year educational track that has enhanced Latino students' chances of succeeding academically and completing a college degree. With its innovative curriculum, capable faculty and nurturing environment, LCPA has become a viable educational option for each and every student, especially English Language Learners. With its focus on bi-literate (Spanish and English) educational programs, LCPA fills a unique niche in providing these students the time and focus on reaching the academic level of English that is critical for academic achievement, passing standardized tests, and pursuing postsecondary educational opportunities.

In order to accomplish the above:
1) The LEA creates a safe and a clean learning environment by maintaining the school facility in good condition. Regular reviews of the facility are conducted and documented. Any issues that arise are addressed in partnership with the landlord.

2) The LEA takes the necessary steps to ensure the facility is safe and secure, by the regular maintenance of facility, gates, and locks. In addition, procedures for emergencies are in place.

3) The LEA implements a rigorous hiring process, which includes paper screening, formal and informal interviews, curricular teacher materials review, teaching demonstration, and reference checks. Seventy-six percent of teaching staff is credentialed and the remainder is in the process of completing the state certification requirements. LEA provides teachers with the supplies and learning tools that are needed to successfully teach common core curriculum in their classrooms.

4) The LEA provides textbooks and ancillary resources to support teaching and learning for all students.

5) The LEA offers a robust, comprehensive Advisory program that seeks to ensure that ALL students attend school regularly and are academically successful. Advisory also seeks to develop students with their socio-emotional identity and character through a curriculum that focuses on academic success, college, and career readiness. Consequently, the LEA's graduation rate increased from 84% (in 2014-15) to 91% (in 2015-16). Our projected graduation rate for the class of 2016-17 is 92%

6) The LEA implemented a restorative justice approach to discipline that seeks to avoid suspension, expulsion and other punitive forms of discipline and promote conflict mediation, public apologies and community service as alternative means of discipline. It is the goal to allow students the opportunity to reflect and take ownership of their behavior and make amends for the wrong or harm that they bring to the LCPA community. As a result, the LEA has maintained a 0% expulsion rate, has progressively decreased the number of suspensions, has maintained the sharp decrease in student dropout rate, and has increased student retention by 4% as noted below:

Expulsions:
2014-15: 0%
2015-16: 0%
2016-17: 0%
2017-18: 0%

Suspensions:
2014-15: 7%
2015-16: 5%
2016-17: 1%
2017-18: 1%

Drop out rate:
2014-15: 15%
2015-16: 8%
2016-17 7.5%
2017-18: 9%

Retention rate:
2014-15: 83%
2015-16: 86%
2016-17: 90%
2017-18: 91%

7) Golden State Seal Merit Diploma:

2016-17	207-18
19%	22%

The Golden State Seal Merit Award recognizes public school graduates who have mastered high school curriculum in at least six subject matter areas, four of which are English-language arts, mathematics, science, and U.S. history, with the remaining two subject matter areas selected by the student. The Golden State Seal Merit Award is awarded jointly by the State Board of Education (SBE) and the State Superintendent of Public Instruction (SSPI).

LCAP Highlights

Identify and briefly summarize the key features of this year's LCAP.

Retention/Graduation:
The LEA's student retention increased from 86% to 90% and high school graduation increased from 91% to 93% from the previous academic year.

Dropout Rate:
The Dropout rate decreased by .5%, from 8% to 7.5% from the previous academic year.

Summer Bridge Program:
The LEA sponsored a Math Summer Institute for all incoming 9th-grade students. The pre-math, "Measures of Academic Progress (MAP)" assessment was administered at the beginning of the 2016 summer math program. During the summer, freshmen learned pre-algebraic content in preparation for Algebra I during Fall 2016. A post assessment was given at the beginning of the

school year to review student performance. When the LEA compared the 2015-16 9th grade student cohort, who did not participate in the summer math program against the 2016-17 9th grade student cohort, who did attend the 4-week summer math program, the LEA found a 2 point RIT growth average, in the MAP assessment tool, which reflected a similar growth for the 2015-16 cohort, but for the entire academic year! Moreover, when looking at the highest performing subgroup of 9th-grade students, who attended the 2016 summer math program, they demonstrated a 5.6 RIT point growth increase in the Algebra test of the MAP assessment, (over 1-grade level growth).

Bi-literacy:

2015-15	2016-17	2017-18
39%	39%	44%

College Readiness/Advanced Placement (AP):

Testing Year:	2015	2016	2017
Total AP Students:	144	164	192
AP Students with Scores 3+	81	101	109
% of Total AP Students with Scores 3+	56.3%	61.6%	56.80%

Early University Program:
Dual Credit Courses were continued to be offered in partnership with a local community college.

Golden State Seal Merit Diploma:
Twenty-two percent of the 2017-18 graduating seniors were recipients of the Golden State Seal Merit Award. The Golden State Seal Merit Award recognizes public school graduates who have mastered high school curriculum in at least six subject matter areas, four of which are English-language arts, mathematics, science, and U.S. history, with the remaining two subject matter areas selected by the student. The Golden State Seal Merit Award is awarded jointly by the State Board of Education (SBE) and the State Superintendent of Public Instruction (SSPI).

Data Talks:
In an effort to be more focused on data-driven curriculum, the LEA introduced two forms of assessment to measure both student proficiency (summative) and track growth (formative). Through the use of Alloy, a formative assessment platform, it gave the faculty the ability to track student growth three times during the year. As a result, teachers within department groups collaborated together to share instructional strategies, make curriculum adjustments, align benchmarks and discussed progress to help students overcome specific skills that ensured mastery. Similarly, the MAP platform was used to monitor student proficiency in both English and Math.

Parent Engagement:
LEA continued its effort on The Parent Leadership Involvement and Leadership Model, entitled, "Poder de los Padres", whereby parents were invited to actively engage in their children's education. As a result, a monthly bilingual (Spanish and English) parent training program addressed the following topics: student success, college attendance, and admission, time management, handling academic stress, developmental issues, attendance and punctuality, the successful completion of A-G, and student safety net programs available at LCPA. In addition, parents learn more about the college financial aid and helping their student maintain focus and

motivation. Concurrently, students are supported, in their academic endeavors, by receiving complementary information for each of the parent workshop items.

Review of Performance

Based on a review of performance on the state indicators and local performance indicators included in the LCFF Evaluation Rubrics, progress toward LCAP goals, local self-assessment tools, stakeholder input, or other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying any specific examples of how past increases or improvements in services for low-income students, English learners, and foster youth have led to improved performance for these students.

Greatest Progress

Student Achievement:
There was some positive growth shown in the NWEA/MAP for all students who met or exceeded growth targets in Mathematics:

	2017-2018	2016-2017	Change
Mathematics	53%	47%	6%

There was positive growth shown in the NWEA/MAP for English Language Learners who met or exceeded growth targets in Language Usage and Reading:

	2017-2018	2016-2017	Change
Language Usage	56%	43%	13%
Reading	57%	46%	11%

There was positive growth shown in the NWEA/MAP for Reclassified Fluent English Proficient students who met or exceeded growth targets in Mathematics:

	2017-2018	2016-2017	Change
Mathematics	60%	52%	8%

There was positive growth shown in the NWEA/MAP for Special Education students who met or exceeded growth targets in Language Usage and Math:

	2017-2018	2016-2017	Change
Language Usage	50%	40%	10%
Mathematics	55%	31%	24%

Student Retention/Graduation:
The LEA's student retention increased from 86% to 91% between 2015-16 and 2017-18, respectively. The graduation rate of 91% remained the same during this time period.

Summer Bridge Program:

The LEA sponsored a Math Summer Institute for all incoming 9th-grade students; it focused on pre-algebraic content to prepare freshmen for Algebra I in Fall 2017. The pre-math, "Measures of Academic Progress (MAP)", assessment was administered at the beginning of the 2016 summer math program followed by a post-test at the beginning of the school year.

Seal of Bi-literacy:
The LEA exceeded its Seal of Bi-literacy goal, from 39% to 44%.

Golden State Seal Merit:
Increase from 19% (in 2016-17) to 22% in 2017-18.

College Readiness/Advanced Placement (AP):

Testing Year:	2015	2016	2017
Total AP Students:	144	164	192
AP Students with Scores 3+	81	101	109
% of Total AP Students with Scores 3+	56.3%	61.6%	56.80%

Early University Program:
During the 2017-18 school year, the LEA continued to offer dual credit courses to juniors and seniors during both semesters.

Referring to the LCFF Evaluation Rubrics, identify any state indicator or local performance indicator for which overall performance was in the “Red” or “Orange” performance category or where the LEA received a “Not Met” or “Not Met for Two or More Years” rating. Additionally, identify any areas that the LEA has determined need significant improvement based on review of local performance indicators or other local indicators. What steps is the LEA planning to take to address these areas with the greatest need for improvement?

Greatest Needs

STUDENT ACHIEVEMENT:

SBAC
ELA: 48%
Math: 13%

Level	2014-2015	2015-2016	2016-2017
Math (Grade 11) Number of Students Tested	81	111	120
4=Standard Exceeded (% of students)	4%	0%	3%
3=Standard Met (% of students)	14%	11%	10%
2=Standard Nearly Met (% of students)	27%	24%	23%
1=Standard Not Met (% of students)	56%	65%	65%

SBAC ELA (Grade 11) Number of Students Tested 80 111 120

4=Standard Exceeded (% of students) 8% 8% 12%
3=Standard Met (% of students) 40% 38% 36%
2=Standard Nearly Met (% of students) 25% 28% 30%
1=Standard Not Met (% of students) 28% 25% 23%

NWEA/MAP Assessment Comparative Results for 9th and 10th Graders:

	Avg RIT Score Fall 2017	Avg RIT Score Spring 2018	% of Students Met/Exceeded Growth Target
9th Grade Math	216.5	218.18	42
10th Grade Math	221.7	225.1	59
Reading			
9th Grade	213.7	216.1	54
10th Grade	211.5	216.7	59
Language Usage			
9th Grade	214.5	216.9	45
10th Grade	212	214.9	55

Student Grades:

2015/16 Semester 1 Grades Distribution (As-Cs):	2016/17 Semester 1 Grades Distribution (As-Cs):	2017-18 Semester 1 Grades Distribution (As-Cs)
86% of grades for students in General Education	85% of grades for students in General Education	74% of grades for students in General Education
69% of grades for students in Special Education	63% of grades for students in Special Education	54% of grades for students in Special Education

2015/16 grade distribution by language proficiency:	2016/17 grade distribution by language proficiency:	2017-18 Semester 1 Grades Distribution (As-Cs)
ELLs: 72% received As-Cs	ELLs: 72% received As-Cs	ELLs: 63% received As-Cs
RFEPs: 90% received As-Cs	RFEPs: 91% received As-Cs	RFEPs: 80% received As-Cs

Steps to Improve: (2018-19) Goals 1, 2 and 3)
The LEA will continue to use both forms of assessment to measure both student proficiency (summative) and track growth (formative). These assessment tools will give the faculty the ability to

track student growth three times during the year. As a result, teachers within department groups will use collaboration time to share instructional strategies, make curriculum adjustments, align benchmarks and discussed progress to help students overcome specific skills that ensured mastery. Similarly, the MAP platform will be used to monitor student proficiency in both Language Arts and Math.

Moreover, due to the disproportionate English Language Learner population, an area that is in need of significant improvement is math achievement. Given the uniqueness of the LEA's student population, the number of EL students showing small incremental growth along with the number of new teacher hires, the LEA has taken the following steps:

- LEA will increase the length of the summer intervention program from 4 to 5 weeks.
- During the academic year, there will be a supplemental math course that will provide basic skills instruction for students that are struggling in their grade level math class.
- Inclusively students performing below proficiency will enroll in a literacy support course in their 9th year to access the core and receive support during the school day.

Each one of these students will be concurrently enrolled in their respective grade level math class; thus ensuring that they receive support while also accessing the core.

In addition, in the process of meeting with parents, teachers, and administrators, at the February 6, 2018. Townhall meeting, it became obvious that the intervention programs set in place did not address the specific strands needed to be mastered in order for students to reach Math or ELA proficiency. As a result, it also became evident that the LEA's tutoring program needed to be readjusted to support student learning benchmarks and milestones. Consequently, the Foundation for Hispanic Education will provide the following during the upcoming academic year:

Summer Math Bridge: (2018-19 Goal 1)
Incoming 9th-grade students will be enrolled in the Math Initiative 9th Summer Bridge program. Students will be assessed in the High School Math Readiness exam and the Math MAP in the first week of school as a baseline assessment and at the end of the program as a post-assessment. The program will include a 5-week curriculum in the core essential concepts identified as maximizing student success in Math 1. Following the Summer Bridge Program, students will be placed in the appropriate freshmen Math course based on the results of the post assessments and a recommendation from the 9th grade Summer Bridge teacher, along with grades from the summer program.

Tenth-twelve grade students will continue to participate in Cyber High and/or other credit recovery options, as needed.

Year-Round Math Support: (2018-19 Goal 1)
During the academic year, Math Support will be offered in both Math 1 and Math 2 for students who are struggling or who have not meet proficiency as outlined in the assessments. Additionally, any 9th-grade student advancing to Math 2 will be scheduled in Math 2 support for the first grading period to ensure transitional support for acceleration. Math support will be offered during the regular school day for a minimum total of 3 hours per week. This process allows for both a successful transition and fluidity in a student's schedule, by being able to accelerate to Math 2 plus Math 2 Support, Math 1, or Math 1 plus Math 1 support.

Year-Round ELA Support: (2018-19 Goal 1)
Likewise, in addition to the regular 9th grade ELA course, incoming 9th-grade students, who need support in English Language Arts, will be enrolled in a Literacy support class during the school year.

Students will be supported with E.L. Achieve providing students with English language development skills.

Literacy Center: (2018-19 Goal 2)
The LEA will utilize the Literacy Center as a student safety net in the areas of reading, writing and math interventions for Special Education, English Language Learners, and struggling students. Student progress will continue to be monitored every six weeks, through AIMS Web.

In addition, the LEA has addressed the need to focus on a comprehensive Tutoring and Advisory program for 9th-12th-grade students.

Professional Development: (2018-19 Goal 2)
In terms of professional development, teachers will continue to receive 4 full days beginning summer 2018 and a two-day curriculum module introductory training. Ongoing professional development support will continue at the start of the new year. Teachers will meet bi-weekly in collaborative groups to exam student data and to continue to attend in-services that focus on math while integrating strategies on ELD, academic language, and literacy. The professional development will consist of the following:

Coaching & Professional Development in Math & ELL Strategies:
Professional development (PD) will be integrated with research-based effective teaching strategies that help connect linguistic support and technology to enhance teaching and learning. The following instructional strategies will be included in the PD for math teachers:

- Literacy and Academic Language Development in Math: Attention to language requires the development of student competence in both the language of instruction and of the language of the mathematics classroom. For instance, language scaffolding in this area means providing opportunities for academic language development by questioning, listening, rephrasing, or explicitly modeling the language of the mathematics classrooms.
- Culturally Responsive Teaching: This teaching strategy addresses the importance of making teaching meaningful by connecting school activities to students' interests, experiences, and skills. Contextualization involves the use of students' funds of knowledge as the foundation for new academic knowledge. Culturally responsive strategies will be centered on the local ESJ community.
- Math Discourse/Talk: This strategy focuses on the importance of purposeful dialogue where students have the opportunity to develop, express, and exchange ideas and thereby ask questions that facilitate the co-construction of math content knowledge along with the language of the mathematics classroom. Effective instructional approaches require that teacher model conversation that requires complex mathematical reasoning and extended math discussions.
- Purposeful Group Work: This Standard refers to the importance of providing assistance through strategic group work activities that maximize teaching and learning opportunities for students.

In short, in order to ensure success, professional development sessions will focus on developing Instructional Practices in the areas of Academic Language and Discourse, ELL Scaffolding, Effective Collaborative Grouping, and English Language Development strategies to engage ELLs in the teaching of syntactical structures to strengthen students' oral and written academic English beyond the intermediate level. Additionally, the sessions will include the reviewing and Assessing Student Work in order to develop a reteach plan. In addition, the ELL Handbook will be updated to include specific steps on how to maximize ELL strategies for both ELL and RFEP students. (2018-19 Goal 2)

As an added step to improve College and Career Readiness, a Pathways to College Director has been hired for the upcoming school year. In looking at the student "a-g" eligibility list, it became apparent that a Pathways to College Director was needed to support students in both the enrollment

of AP and Dual Credit Courses. The position will work directly with students, teachers and community college partners.

Goal 2 (2018-19):
LCPA usesTEN scores to assess domain of relevance. The domain of relevance specifically relates to being as effective of a teacher as possible for the community that we serve. Relevant teaching involves acquiring knowledge about students and using that knowledge to inform our course design and classroom teaching. A variety of student characteristics can affect learning, such as their cultural backgrounds; disciplinary backgrounds; and students' prior knowledge (both accurate and inaccurate aspects). LCPA faculty feels that this domain contributes most directly to student achievement in content areas, because if students don't feel that the delivery of content is meaningful, their growth will necessarily be impacted. As with the relationships domain, overtime our scores have dipped from our high point in 2014-2015. It has not dipped massively, but any sort of regression is always concerning. As with other school culture domains that we are tracking with TEN, increasing this metric is a focus of ours
this academic year.

2013-14: 7.8
2014-15: 8.3
2015-16: 8.1
2016-17: 8.1
2017-18: 8.1

Data Tools/Processes: (2018-19 Goal 3)
At the January 31st, 2017 Town Hall meeting, the stakeholders shared their perception about students performing differently in the norm-referenced tests vs. unit tests. As a result, to ensure that students text anxiety and performance are reduced, full implementation of summative and formative measurement tools are expected to take place, across the Mathematics and English Departments, during the 2017-2018 school year. In addition, as part of this implementation plan, students will also be able to have frequent data talks take place with teachers to review their progress.

College Readiness/Advanced Placement (AP):

Testing Year:	2015	2016	2017
Total AP Students:	144	164	192
AP Students with Scores 3+	81	101	109
% of Total AP Students with Scores 3+	56.3%	61.6%	56.80%

LEA has developed an on-boarding=process. It is a new teacher monitoring program that supports all faculty to successfully adopt the LEA's curricular approach from the start. In addition, Academic Counselors will provide services to freshmen thru seniors to ensure that early and consistent check-ins will support both parents/students in early communication, as well as a comprehensive approach to tutoring and successful completion of A-G requirements. (2018-19 Goal 3)

GRADUATION & STUDENT ENGAGEMENT: (2018-19 Goal 1)

In order to increase student retention and graduation rate, the LEA will focus on increasing its daily average attendance. During the 2017-18 school year, the cumulative attendance rate decreased by about 2% and chronic absenteeism was cut in almost half! In an effort to improve a Dean of Students was hired for the 2017-18 to support a more purposeful and focused system of monitoring student attendance, and help develop a plan that targets cumulative attendance rate and chronic absenteeism by focusing on updated attendance protocols. This work will be done in collaboration with the academic counselors, the parent coordinator, and the school administrators.

PARENT ENGAGEMENT:
The LEA developed a school-wide stakeholder survey that is aligned with the LCAP's 8 priorities. The yearly survey will be developed and distributed LEA-wide during Fall 2018.

Referring to the LCFF Evaluation Rubrics, identify any state indicator for which performance for any student group was two or more performance levels below the “all student” performance. What steps is the LEA planning to take to address these performance gaps?

Performance Gaps

STUDENT ACHIEVEMENT:
The following assessments reflect a performance gap primarily in Math and Reading:

SBAC

Level	2014-2015	2015-2016	2016-2017
Math (Grade 11) Number of Students Tested	81	111	120
4=Standard Exceeded (% of students)	4%	0%	3%
3=Standard Met (% of students)	14%	11%	10%
2=Standard Nearly Met (% of students)	27%	24%	23%
1=Standard Not Met (% of students)	56%	65%	65%
SBAC ELA (Grade 11) Number of Students Tested	80	111	120
4=Standard Exceeded (% of students)	8%	8%	12%
3=Standard Met (% of students)	40%	38%	36%
2=Standard Nearly Met (% of students)	25%	28%	30%
1=Standard Not Met (% of students)	28%	25%	23%

NWEA/MAP Assessment Comparative Results for 9th and 10th Graders:

	Avg RIT Score Fall 2017	Avg RIT Score Spring 2018	% of Students Met/Exceeded Growth Target
9th Grade Math	216.5	218.18	42
10th Grade Math	221.7	225.1	59
Reading			
9th Grade	213.7	216.1	54
10th Grade	211.5	216.7	59
Language Usage			
9th Grade	214.5	216.9	45
10th Grade	212	214.9	55

The LEA will continue to use both forms of assessment to measure both student proficiency (summative) and track growth (formative). These assessment tools will give the faculty the ability to track student growth three times during the year. As a result, teachers within department groups will use collaboration time to share instructional strategies, make curriculum adjustments, align benchmarks and discussed progress to help students overcome specific skills that ensured mastery. Similarly, the MAP platform will be used to monitor student proficiency in both Language Arts and Math.

Moreover, due to the disproportionate English Language Learner population, an area that is in need of significant improvement is math achievement. Given the uniqueness of the LEA's student population, the number of EL students showing small incremental growth along with the number of new teacher hires, the LEA has taken the following steps:

- LEA will increase the length of the summer intervention program from 4 to 5 weeks.
- During the academic year, there will be a supplemental math course that will provide basic skills instruction for students that are struggling in their grade level math class.
- Inclusively students performing below proficiency will enroll in a literacy support course in their 9th year to access the core and receive support during the school day.

Each one of these students will be concurrently enrolled in their respective grade level math class; thus ensuring that they receive support while also accessing the core.

In addition, in the process of meeting with parents, teachers, and administrators, at the January 31, 2017 Townhall meeting, it became obvious that the intervention programs set in place did not address the specific strands needed to be mastered in order for students to reach Math or ELA proficiency. As a result, it also became evident that the LEA's tutoring program needed to be readjusted to support student learning benchmarks and milestones. Consequently, the Foundation for Hispanic Education will provide the following during the upcoming academic year:

Summer Math Bridge: (2018-19 Goal 1)
Incoming 9th-grade students will be enrolled in the Summer Math Initiative Bridge program. Students will be assessed in the High School Math Readiness exam and the Math MAP in the first week of school as a baseline assessment and at the end of the program as a post-assessment. The

program will include a 5-week curriculum in the core essential concepts identified as maximizing student success in Math 1. Following the Summer Bridge Program, students will be placed in the appropriate freshmen Math course based on the results of the post assessments and a recommendation from the 9th grade Summer Bridge teacher, along with grades from the summer program.

Tenth-twelve grade students will continue to participate in Cyber High and/or other credit recovery options, as needed.

Year-Round ELA & ELD Support: (2018-19 Goal 1)
Likewise, in addition to the regular 9th grade ELA course, incoming 9th-grade students, who need support in English Language Arts, will be enrolled in a Literacy support class during the school year. ELD support will be also provided to students through the use of EL Achieve, an ELD instructional based program targeted on adolescent language learners. The rigorous model provides a standards-aligned ELD instruction focused on explicitly teaching vocabulary and syntactical structures to strengthen students' oral and written academic English and boosts them beyond the intermediate level.

Literacy Center: (2018-19 Goal 2)
The LEA will utilize the Literacy Center as a student safety net in the areas of reading, writing and math interventions for Special Education, English Language Learners, and struggling students. Student progress will be monitored every six weeks, through AIMS Web.

In addition, the LEA has addressed the need to focus on a comprehensive Tutoring and Advisory program for 9th-12th-grade students.

In collaboration with THFE, the LEA will develop a comprehensive ELL Handbook to ensure that the performance gaps for both ELLs and RFEP students are quickly and effectively addressed in order to support these students.

If not previously addressed, identify the two to three most significant ways that the LEA will increase or improve services for low-income students, English learners, and foster youth.

Increased or Improved services

Budget Summary

Complete the table below. LEAs may include additional information or more detail, including graphics.

DESCRIPTION	AMOUNT
Total General Fund Budget Expenditures For LCAP Year	$ 6,138,904
Total Funds Budgeted for Planned Actions/Services to Meet The Goals in the LCAP for LCAP Year	$1,881,029.00

The LCAP is intended to be a comprehensive planning tool but may not describe all General Fund Budget Expenditures. Briefly describe any of the General Fund Budget Expenditures specified above for the LCAP year not included in the LCAP.

DESCRIPTION	AMOUNT
Total Projected LCFF Revenues for LCAP Year	$4,918,664

Annual Update

LCAP Year Reviewed: 2017-18

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

Goal 1

To increase student retention and graduation rates

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 1: Basic (Conditions of Learning)
Priority 2: State Standards (Conditions of Learning)
Priority 5: Pupil Engagement (Engagement)
Priority 6: School Climate (Engagement)

Local Priorities:

Annual Measurable Outcomes

Expected	Actual
Metric/Indicator Attendance data Suspension data Chronic absenteeism data Graduation Rate Dropout rate Teacher inservices/workshop: • Restorative Justice • CCSS • Data Driven Curriculum Knowledge • ELD & SpEd Summer School & student safety net support Stakeholder surveys	Attendance: 93.5% Retention: 91% Suspension: 1% Chronic absenteeism: 8.5% Graduation: 91% Drop out: 9% TEN survey: 8.1

Expected	Actual
17-18 Increase daily attendance rate by .5% Increase/maintain retention rate by 2% Decrease/maintain suspension rate 1% Decrease chronic absenteeism by 2% Increase graduation rate to 94% Decrease dropout rate to 7.5% Attain an overall TEN Score in the feedback loop for the teaching quality "supports students outside of class" of 8.1 **Baseline** Attendance: 95% Retention: 75% Suspension: 1% Chronic absenteeism: 16% Graduation: 93% Drop out: 7.5% TEN survey: 8	

Actions / Services

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

Action 1

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Action 1.1 To increase the academic and social success of 9th-grade students by expecting students to participate in a math initiative summer bridge program. To support 10th-12th-grade students in credit recovery options.	Action 1.1 To increase the academic and social success of 9th-grade students by expecting students to participate in a math initiative summer bridge program. To support 10th-12th-grade students in credit recovery options.	Summer School (Field Trips and other Resources) 5000-5999: Services And Other Operating Expenditures Other $25,000	Summer School (Field Trips and other Resources) 5000-5999: Services And Other Operating Expenditures Other $25,000
		Summer Math Initiative 1000-1999: Certificated Personnel Salaries Concentration $24,750	Summer Math Initiative 1000-1999: Certificated Personnel Salaries Concentration $12,000
		Credit Recovery/Cyber High 5000-5999: Services And Other	Credit Recovery/Cyber High 5000-5999: Services And Other

		Operating Expenditures Base $3,400	Operating Expenditures Base $3,400

Action 2

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Action 1.2 Integrate Restorative Justice and the Joven Nobles, with the implementation of a 4-year academic plan during the school-wide personalized learning period.	Action 1.2 Integrate Restorative Justice and the Joven Nobles, with the implementation of a 4-year academic plan during the school-wide personalized learning period.	Restorative Justice P.D. 5000-5999: Services And Other Operating Expenditures Base $3,000	Restorative Justice P.D. 5000-5999: Services And Other Operating Expenditures Base 3000
		Joven Nobles PD 5000-5999: Services And Other Operating Expenditures Base $1,500	Joven Nobles PD 5000-5999: Services And Other Operating Expenditures Base $1,500

Action 3

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Action 1.3 Decrease student chronic absenteeism and increase daily attendance by instituting updated protocols through a systemic that communicates between home and school.	Action 1.3 Decrease student chronic absenteeism and increase daily attendance by instituting updated protocols through a systemic that communicates between home and school.	Academic counselors 1000-1999: Certificated Personnel Salaries Base $164,040	Academic counselors 2000-2999: Classified Personnel Salaries Base $132,000
		Attendance Protocols 0	One Call Now 5000-5999: Services And Other Operating Expenditures Base $500
		Academic counselors 2000-2999: Classified Personnel Salaries Base $47,060	Academic counselors 2000-2999: Classified Personnel Salaries Base $23,000

Action 4

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Action 1.4 CCSS, ELD, SpEd, and Data-Driven Curriculum Professional Development, materials, and release time for collaboration among faculty and staff	Action 1.4 CCSS, ELD, SpEd, and Data-Driven Curriculum Professional Development, materials, and release time for collaboration among faculty and staff	Release time for collaboration 1000-1999: Certificated Personnel Salaries Concentration $2,125	Release time for collaboration 1000-1999: Certificated Personnel Salaries Concentration $2,125

		Professional Development (TEN Initiative) 5000-5999: Services And Other Operating Expenditures Base $10,000	Professional Development (TEN Initiative) 5000-5999: Services And Other Operating Expenditures Base 10,000
		Materials, supplies, books 4000-4999: Books And Supplies Base $1,000	Materials, supplies, books 4000-4999: Books And Supplies Base $1,000

Analysis

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

The attendance protocols and focus to ensure that students came to school on a regular basis in an effort to retain and graduate a large group of students was somewhat successful. It became evident that a Dean of Students might be more effective to ensuring that the various systems and protocols are clearly followed up.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

Though the LEA reflected a decrease in student attendance rate by nearly 2%, the LEA's student retention rate increased by 16% and chronic absenteeism dropped to nearly 8% points. However, the graduation rate dropped by 2% and the drop out rate increased by that same amount.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

The $100,000 increase is based on the hiring of a Dean of Students

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

Annual Update

LCAP Year Reviewed: 2017-18

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

Goal 2

To increase Math, Spanish, and English Language Arts proficiency for all students
English Language Learners will increase in growth in the English language through the school's services and teaching methods

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 2: State Standards (Conditions of Learning)
Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 7: Course Access (Conditions of Learning)
Priority 8: Other Pupil Outcomes (Pupil Outcomes)

Local Priorities:

Annual Measurable Outcomes

Expected	Actual
Metric/Indicator NWEA/MAP in Language Usage and Reading NWEA/MAP in Math SBAC Seal of Biliteracy RFEP Data ELPAC Data ELL's progress data EL Achieve data Literacy Center data/AIMS Web Overall TEN score in the category of "motivate student learning"	NWEA/MAP: • 42% of all 9th grade students and 59% of all 10th grade students met/exceeded growth targets in Math • 54% of all 9th grade students and 59% of all 10th grade students met/exceeded growth targets in Reading • 45% of all 9th grade students and 55% of all 10th grade students met/exceeded Language Usage growth targets 2016-17 SBAC: • ELA 46%; Math 11% Seal of Bi-literacy: 44% Golden State Seal Merit: 22% RFEP: N/A ELPAC: N/A ELLs progress: N/A 8.0 TEN score in "Motivate Student Learning"

Expected	Actual
17-18 • Increase the percentage of students that meet or exceed growth targets on the ELA section of NWEA/MAP by 2% • Increase the percentage of students that meet or exceed standards on the Math section of NWEA/MAP by 2% • Increase the percentage of students achieving the Seal of Bi-literacy by 1.4% • English Language Learners will achieve proficiency in the English language through the school's services and teaching methods • Attain an overall TEN Score in the feedback loop for the teaching quality “motivate student learning” of 7.7. **Baseline** NWEA/MAP: • 37% of all 9th grade students and 58% of all 10th grade students met/exceeded growth targets in Math • 52% of all 9th grade students and 65% of all 10th grade students met/exceeded growth targets in Reading • 42% of all 9th grade students and 62% of all 10th grade students met/exceeded Language Usage growth targets SBAC: • ELA 46%; Math 11% Seal of Bi-literacy: 38.6% Golden State Seal Merit: 19% RFEP: 1.3% ELPAC: N/A ELLs progress: 27% 7.6 TEN score in "Motivate Student Learning"	

Actions / Services

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

Action 1

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures

Action 2.1 Provide tutoring resources during the extended day to support core content areas	Action 2.1 Provide tutoring resources during the extended day to support core content areas	Tutoring Services 5800: Professional/Consulting Services And Operating Expenditures Concentration $6,000 Tutoring related core content materials 4000-4999: Books And Supplies Concentration $1,000 EL Achieve 4000-4999: Books And Supplies Base $2,000 Literacy Center 1000-1999: Certificated Personnel Salaries Concentration $24,000 EL Achieve PD 5000-5999: Services And Other Operating Expenditures Concentration $2,500	Tutoring Services 5800: Professional/Consulting Services And Operating Expenditures Supplemental $6,000 Tutoring related core content materials 4000-4999: Books And Supplies Supplemental $1,000 EL Achieve 4000-4999: Books And Supplies Base $2,000 EL Achieve PD 5000-5999: Services And Other Operating Expenditures Concentration $2,500

Action 2

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Provide professional development to support struggling learners with:Provide professional development to support struggling learners with: • accelerating academic vocabulary and discourse • scaffolding strategies • implementing effective collaborative group work	Provide professional development to support struggling learners with: • accelerating academic vocabulary and discourse • scaffolding strategies • implementing effective collaborative group work	ELA/ELD PD for teachers 5000-5999: Services And Other Operating Expenditures Concentration $3,000	ELA/ELD PD for teachers 5000-5999: Services And Other Operating Expenditures Concentration $3,000

Action 3

Planned	Actual	Budgeted	Estimated Actual

Actions/Services	Actions/Services	Expenditures	Expenditures
English Language Learners will move up one level of language proficiency towards full reclassification through the school's services and teaching methods	English Language Learners will move up one level of language proficiency towards full reclassification through the school's services and teaching methods	ELD Coordinator to monitor progress 1000-1999: Certificated Personnel Salaries Base $75,000	ELD Coordinator to monitor progress 1000-1999: Certificated Personnel Salaries Base 0.00

Action 4

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
The English Language Development Department will provide Designated and Integrated ELD support across all departments	The English Language Development Department will provide Designated and Integrated ELD support across all departments	ELD classroom support 4000-4999: Books And Supplies Base $10,000	ELD classroom support 4000-4999: Books And Supplies Base 10,000

Action 5

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
TEN Surveys	TEN Surveys	TEN Surveys 4000-4999: Books And Supplies Base $1,000	TEN Surveys 4000-4999: Books And Supplies Base $1,000

Action 6

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Provide CCSS-math P.D.	Provide CCSS-math P.D.	Math PD 5000-5999: Services And Other Operating Expenditures Base $3,000	Math P.D. 5000-5999: Services And Other Operating Expenditures Base $3,000

Action 7

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Spanish PD	Spanish PD	Spanish PD 5000-5999: Services And Other Operating Expenditures Base $3,000	Spanish PD 5000-5999: Services And Other Operating Expenditures Base $3,000

Analysis

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

Pre/post test were conducted as a way to compare and target growth areas. NWEA/MAP and ALLOY tests were utilized to monitor student progress. The Academic Counselors and Teacher Advisors focused on providing students with timely information on the Seal of Bilteracy. However, because the TEN score was not statistically significant, it became clear that an individual would need to provide ongoing PD on the 3 components for TEN.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

There was some positive growth shown in the NWEA/MAP for 9th and 10th graders, who met or exceeded growth targets:
A 5% growth increase for 9th grade students, 1% growth for all 10th grade students and 2% for all 9th grade students in Reading

In addition, there was also an increase in the Seal of Bi-literacy awardees by nearly 6%, Likewise the TEN score also reflected a shift in student motivation of .4%. However, at the time of this report, the ELPAC scores had not been released.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

An ELD coordinator, $75,000, was not hired.

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

Annual Update

LCAP Year Reviewed: 2017-18

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

Goal 3

To increase the percentage of students that meet the A-G requirements, including the visual and performing arts in project-based learning

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 1: Basic (Conditions of Learning)
Priority 2: State Standards (Conditions of Learning)
Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 5: Pupil Engagement (Engagement)
Priority 6: School Climate (Engagement)
Priority 7: Course Access (Conditions of Learning)
Priority 8: Other Pupil Outcomes (Pupil Outcomes)

Local Priorities:

Annual Measurable Outcomes

Expected	Actual
Metric/Indicator Number of students successfully completing A-G requirements Number of students using Naviance tools SBAC and SBAC aligned assessments (NWEA and Alloy) AP Data Number of students submitting college applications Professional Development for AP teachers Participation of new teachers in BTSA program Overall TEN score in the category of "prepare students for college"	Students completing A-G Requirements: N/A at the time of writing this report. 8.0 TEN score in "Preparing Students for College"

Expected	Actual
17-18 • Increase percentage of students successfully completing A-G requirements by 4% • Support SBAC and SBAC-aligned assessments (NWEA and Alloy) • Increase AP Participation and Passing by 2% • Increase number of students submitting college applications • Professional Development for AP teachers • Participation of new teachers in BTSA program • Develop on-boarding program for new teachers • Overall TEN score in the category of "prepare students for college" of 8. **Baseline** 57.5% of students completing A-G Requirements 7.9 TEN score in "Preparing Students for College"	

Actions / Services

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

Action 1

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Action 3.1 Provide PD for all Advanced Placement (AP) teachers. All teachers to participate in department/grade level groups and meetings. Provide mentoring support to new teachers thru BTSA Provide an onboarding program for new faculty that assures a seamless transition for all faculty	Action 3.1 Provide PD for all Advanced Placement (AP) teachers. All teachers to participate in department/grade level groups and meetings. Provide mentoring support to new teachers thru BTSA Provide an onboarding program for new faculty that assures a seamless transition for all faculty	Advanced Placement PD 5000-5999: Services And Other Operating Expenditures Base $5,000 BTSA Mentor 1000-1999: Certificated Personnel Salaries Base $6,000 Onboard training 5000-5999: Services And Other Operating Expenditures Base $1,000	Advanced Placement PD 5000-5999: Services And Other Operating Expenditures Base $5,000 BTSA Mentor 1000-1999: Certificated Personnel Salaries Base $55,000 Onboard training 5000-5999: Services And Other Operating Expenditures Base $1,000

Action 2

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Action 3.2 Increase participation in the Early University Program and AP courses.	Action 3.2 Increase participation in the Early University Program and AP courses.	EUP and AP support/communication 5000-5999: Services And Other Operating Expenditures Base $3,000	EUP and AP support/communication 5000-5999: Services And Other Operating Expenditures Base $3,000
		Naviance license 5000-5999: Services And Other Operating Expenditures Base 1,988	Naviance license 5000-5999: Services And Other Operating Expenditures Base $3,100

Action 3

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Action 3.3 Increase the number of students who successfully complete the A-G requirements	Action 3.3 Increase the number of students who successfully complete the A-G requirements	Counselor's (2) Salary 1000-1999: Certificated Personnel Salaries Base $164,040.00	Counselor's (2) Salary 1000-1999: Certificated Personnel Salaries Base $132,000

Action 4

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Action 3.4 Use collaboration time to identify reteaching strategies through the usage of NWEA/MAP and ALLOY, which will support students in meeting proficiency as evidenced by SBAC results	Action 3.4 Use collaboration time to identify reteaching strategies through the usage of NWEA/MAP and ALLOY, which will support students in meeting proficiency as evidenced by SBAC results	Collaboration time for teachers, admin.& clerical for data talks 4000-4999: Books And Supplies Base $5,000	Collaboration time for teachers, admin.& clerical for data talks 4000-4999: Books And Supplies Base $5,000
		Student Assessments 5000-5999: Services And Other Operating Expenditures Base $10,000	Student Assessments 5000-5999: Services And Other Operating Expenditures Base $10,000

Action 5

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Action 3.5 Support students in successfully submitting college applications	Action 3.5 Support students in successfully submitting college applications	Teacher Advisor & Academic Counselor collaboration 4000-4999: Books And Supplies Base $1,000	Teacher Advisor & Academic Counselor collaboration 4000-4999: Books And Supplies Base $1,000
		supplies & materials 4000-4999: Books And Supplies Base $1,000	supplies & materials 4000-4999: Books And Supplies Base $1,000

Action 6

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Action 3.6 Provide ancillary materials or resources including the visual and performing arts in project-based learning	Action 3.6 Provide ancillary materials or resources including the visual and performing arts in project-based learning	ancillary materials 4000-4999: Books And Supplies Base $2,000	ancillary materials 4000-4999: Books And Supplies Base $2,000
		STEAM & performing arts 5000-5999: Services And Other Operating Expenditures Base $5,000	STEAM & performing arts 5000-5999: Services And Other Operating Expenditures Base $5,000

Action 7

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Action 3.7 To provide a collaborative multi-tier system that includes academic counseling in supporting 9th -12-grade students in A-G eligibility & onboarding program for new and returning faculty.	Action 3.7 To provide a collaborative multi-tier system that includes academic counseling in supporting 9th -12-grade students in A-G eligibility & onboarding program for new and returning faculty.	Collaboration time for Academic Counselors 4000-4999: Books And Supplies Base $3,000	Collaboration time for Academic Counselors 4000-4999: Books And Supplies Base $3,000
		Onboarding Teacher Program-site specific needs 4000-4999: Books And Supplies Base $1,000	Onboarding Teacher Program-site specific needs 4000-4999: Books And Supplies Base $1,000

Analysis

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

The academic counselors and school administrators worked closely with students and teachers to ensure that students were enrolled in either AP courses or dual credit courses in an effort to encourage students to take advantage of graduating with colelge credit.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

Though at the time of writing this LCAP, the LEA has not received the final list of a-g completion, based on the grade distributions of As-Cs, the LEA is not expecting a dramatic increase in a-g completion.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

Annual Update

LCAP Year Reviewed: 2017-18

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

Goal 4

To increase parent involvement and engagement

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 3: Parental Involvement (Engagement)

Local Priorities:

Annual Measurable Outcomes

Expected

Metric/Indicator
Stakeholder Surveys

17-18
Increase the participation in activities and use of online platforms that support academic success goals.
Increase parent survey participation by 49%

Baseline
Monthly Poder de los Padres workshops
Usage and registration of school-wide online platforms
Stakeholder participation survey: 1%

Actual

Stakeholder surveys: 14% return rate

Below are the results of the survey broken down by each stakeholder category:

Priority	Category	Staff	Students	Parents
1	Custodians and clean school	11%	22%	17%
1	Technology (i.e. wiring and internet speed at school)	21%	25%	21%
1	Access to teaching materials and textbooks	26%	16%	21%
1	Teacher recruitment, selection and support	37%	22%	26%
1	Ongoing maintenance of facilities	5%	15%	16%
2	Professional development for Common Core State Standards	14%	15%	20%
2	Parent workshops	9%	5%	9%
2	Access to practice tests	5%	15%	13%
2	Academic support for students	41%	28%	25%

Expected	Actual
	2 Technology support (computers and software) 23% 20% 17% 2 Common Core State Standards instructional materials 9% 13% 16% 3 Home Visits 5% 12% 10% 3 School-Family Communication 45% 20% 32% 3 Poder de los Padres Monthly Workshops 10% 14% 11% 3 Connect parents to community resources 15% 19% 16% 3 Parent group meetings 5% 13% 19% 3 Parent organizations (e.g. ELAC, SAC, DELAC, PTSA, etc.) 20% 18% 12% 4 More before, after, or summer school programs 33% 18% 23% 4 More tutoring support for struggling students 33% 27% 27% 4 Provide college/career readiness & academic counseling for students 33% 32% 29% 4 Offer incentives for students during testing sessions 0% 20% 19% 5 Promote and educate students about post-secondary opportunities 23% 17% 27% 5 Extracurricular activities (e.g. clubs, sports, dance, etc.) 14% 28% 15% 5 More before, after, or summer school programs 18% 13% 17% 5 Academic supports that meet individual student needs 23% 21% 25% 5 Connect students to community resources (e.g. resource centers, partnerships, mentors) 18% 19% 16% 6 School-wide Discipline Program 24% 11% 24% 6 Extra-curricular activities

Expected	Actual
	(e.g clubs, sports, dance, etc.) 8% 26% 15% 6 A safe school environment 24% 27% 25% 6 Collaboration with community resources (e.g. mental health) 16% 15% 15% 6 Social and emotional learning (e.g. recognizing and managing emotions, caring about others, making good decisions and developing positive relationships 28% 18% 20% 7 Access to specialized programs (e.g. AP, career pathways) 30% 24% 24% 7 Graduation requirements consistent with CSU & UC requirements (A-G requirements) 26% 28% 27% 7 Guidance of students and families navigating high school courses 22% 21% 23% 7 More support from academic counselors 22% 24% 25% 8 Advanced Placement (AP courses) and other courses that provide students the ability to get college credits 28% 36% 36% 8 Connecting classroom learning to real-world experiences (e.g. career pathways, linked learning, internships) 56% 33% 29% 8 College preparatory exams and/or programs (e.g. PSAT, SAT, AP, Dual Credit Programs) 17% 31% 35%

Actions / Services

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

Action 1

Planned	Actual	Budgeted	Estimated Actual

Actions/Services	Actions/Services	Expenditures	Expenditures
• Parent coordinator to work collaboratively with elected parent leaders to organize, facilitate and monitor activities and events • Stakeholder survey linked directly to LCAP goals • Monitor the TEN Survey to ensure parent feedback • Monitor and assess school-wide platforms that include parent participation	• Parent coordinator to work collaboratively with elected parent leaders to organize, facilitate and monitor activities and events • Stakeholder survey linked directly to LCAP goals • Monitor the TEN Survey to ensure parent feedback • Monitor and assess school-wide platforms that include	Coordinator's salary 5000-5999: Services And Other Operating Expenditures Title I $67,980 Parent workshops 5000-5999: Services And Other Operating Expenditures Title I $2,000 Support staff salary 2000-2999: Classified Personnel Salaries Base $15,000 Surveys 4000-4999: Books And Supplies Title I $500 Communications 5000-5999: Services And Other Operating Expenditures Title I $500	Coordinator's salary 5000-5999: Services And Other Operating Expenditures Title I $7,000 Parent workshops 5000-5999: Services And Other Operating Expenditures Title I $2,000 Coordinator's salary 2000-2999: Classified Personnel Salaries Base $65,000 Surveys 4000-4999: Books And Supplies Title I $500 Communications 5000-5999: Services And Other Operating Expenditures Title I $500

Action 2

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Provide options for parents to participate and attend college and career field trips	Provide options for parents to participate and attend college and career field trips	Parent College Field trips 5000-5999: Services And Other Operating Expenditures Base $2,000 Transportation & Communication 5000-5999: Services And Other Operating Expenditures Base $2,000	Parent College Field trips 5000-5999: Services And Other Operating Expenditures Base $2,000 Transportation and Communication 5000-5999: Services And Other Operating Expenditures Base $2,000

Analysis

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

The parent workshops were held monthly and facilitated by the parent coordinator. Parents expressed appreciation for the program.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

Parent participation was measured by the return of the stakeholder survey, parental participation in governance, college field trips and their participation at parent workshops. Based on this, there was a 14% increase in parental involvement.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

Annual Update

LCAP Year Reviewed: 2017-18

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

Goal 5

State and/or Local Priorities addressed by this goal:

State Priorities:

Local Priorities:

Annual Measurable Outcomes

Expected	Actual

Actions / Services

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

Action 1

Analysis

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

Stakeholder Engagement

LCAP Year: **2018-19**

Involvement Process for LCAP and Annual Update

How, when, and with whom did the LEA consult as part of the planning process for this LCAP/Annual Review and Analysis?

Introduction:
The Latino College Preparatory Academy is committed to the idea that meaningful stakeholder engagement is an integral part of developing an effective strategic plan. As such, the LEA used a variety of meetings and activities to involve stakeholders in the LCAP process including the discussion and review of goals, student data, as well as proposed actions and services.

Community Engagement;
The following groups were actively involved in the LCAP development process described below:

Parent Advisory Committee (PAC):
The LEA formed a Parent Advisory Committee (PAC) and this group formally met to go over the LCAP (February 6 and May 14, 2018). This group was comprised of parents of low-income students, English Learners and Foster Youth. Members of the PAC were also members of both ELAC and SSC. Parent representatives were encouraged by the administration and teaching staff to take a leadership role in ELAC, PAC, SSC and PTSA. As a result, parent representatives who served in ELAC, SSC or PTSA agreed to also participate in the PAC. As a result, the PAC group comprised of 8 parent representatives. In addition, the committee is also comprised of certificated staff, students, site administrators, union representatives, the Chief Academic Officer, and other central office charter school administrative staff.

On May 14, 2018, the final LCAP was presented to the PAC. Stakeholders reviewed and discussed the plan. Written comments to stakeholder questions were posted prior to the June 7th Charter School Committee Meeting pertaining to the LCAP, LCFF and the budget review.

Parents and Students:
In January and February, parents and students were invited to attend informational meetings designed to more fully educate the community on issues related to major changes and directions in the state of California that will directly impact their educational experiences. These sessions covered all of the following: 1) California State Standards, 2) the Local Funding Formula (LCFF) and the 3) Local Control Accountability Plan (LCAP). These meetings occurred in conjunction with each school site's monthly combined SSC/ELAC (9/6/17, 10/2/17, 11/13/17, 1/16/18, 2/5/18, 3/5/18, 4/2/18, 5/1/18) and PTSA meetings (8/29/17, 9/26/17, 10/31/17, 11/28/17, 12/12/17, 1/20/18, 2/27/18, 3/27/18, 4/24/18. 5/22/18). In addition, site administrators presented the information shared in

the March 28th Townhall meeting and solicited input from parents at the Principal's "cafecito" and at the regularly scheduled parent workshops, during the month of April 2017. As a result of these meetings, SSC/ELAC parent representatives discussed the possibility of separating these groups back into their original formats. At the April 10th meeting, the SSC/ELAC group agreed to meet separately. The ELAC would meet prior to SSC on the same dates. In addition, in an effort to promote year-round involvement in the implementation of the LCAP, the site administrators invited parents to email, call or meet with them at their convenience to hear their input, concerns, and ideas.

The Community-at-Large:
Community members were invited to attend the February 6 and May 14th Townhall meetings. These meetings were held at The Foundation for Hispanic Education, a centralized location for all stakeholders. The meetings were conducted in both English and Spanish.

The Local Business Community:
The President and the Vice President for The Foundation for Hispanic Education met with business leaders to engage them in the vision and mission of the Latino College Preparatory Academy. As a result, of the comprehensive partnership between the LEA, the local business leaders, and Foundation, ELL students have profited by having access to career pathways, the building and remodeling of the LEA's premise, and the support towards students' achievement and access to A-G requirements.

Teachers' Union Representatives:
Teachers and their representatives attended all staff and faculty weekly meetings. In addition, teacher representatives attended and participated in the Townhall meetings of January 31st and March 28th.

District/Central Office Staff:
- Monthly Faculty meetings were held at the school site, were input on the development of the LCAP was obtained and agendized during the months of, February, March, and April.
- Central office staff was represented on the District LCAP Committee at the February 6, and May 14, 2018 Townhall meetings
- Site-based department meetings were held on a monthly basis and the LCAP was discussed among teachers in the departments - August 2017 thru May 2018
- The Chief Academic Officer and Vice President held monthly meetings with site directors and the LCAP was periodically agendized . As a result, the LCAP and its development, including the importance of stakeholder engagement were at the forefront of these meetings. Progress reports were also given related to the level of goal attainment during the 2017-2018 school year.

The Charter School Committee:
It is an integral part of the governance team for the Latino College Preparatory Academy providing local accountability. The Charter School Committee has been involved in the LCAP development and approval process throughout the process.
- Quarterly Charter School Committee meetings were held and the LCAP development was agendized
- A Preliminary Review of the draft LCAP was held as an informational item on May 24, 2018
- A Public Hearing on the LCAP was held on June 6, 20178
- The Charter School Committee adopted the LCAP on June 6, 2018.

Impact on LCAP and Annual Update

How did these consultations impact the LCAP for the upcoming year?

The input received during the process detailed above demonstrated the public's commitment to the education of the community's students. Discussions and feedback were held based on 1) what is already in place but needs improvement, 2) what is already in place but can be eliminated, and 3) ideas for supporting student learning via the eight state priorities that should be considered but are not in the LCAP.

Thematically, the stakeholder feedback demonstrated that the LEA should prioritize its efforts as follows:
1. Improve academic achievement - State Priority 4
2. Improve campus climate and culture - State Priority 6
3. Increase and improve the experience of parents and community partners to encourage more meaningful involvement in the school. - State Priority 3
4. Improve alignment of CCSS ELD Standards across disciplines - State Priority 2

These priorities result from important feedback from stakeholders. The following recommendations resulted in modifications, additions or deletions include the following:
- Reworded the LCAP Goals to make them measurable
- Provide teachers professional learning that supports CCSS lessons - Incorporated into Goal 1.
- Provide professional learning that supports literacy strategies for English Learners - Incorporated into Goal 2
- Provide additional academic support opportunities for students during class time and after school - Incorporated into Goal 2 & 3
- Increase services and more closely connect school counselors to student academic and social issues - Incorporated into Goal 1 & 3
- Provide coaching support for teachers in instructional practices and positive behavior strategies - Incorporated into Goal 1
- Increase parent engagement, communication, and involvement - Created new Goal 4

Specific Actions and Services added as a result of this stakeholder engagement process include:
1. The LEA will fully implement CCSS including the purchase of new materials and professional development - Goal 1
2. The Restorative Justice strategy will be fully implemented in every classroom - Goal 1
3. English Language Development department will support English acquisition instruction - Goal 2

Goals, Actions, & Services

Strategic Planning Details and Accountability
Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

(Select from New Goal, Modified Goal, or Unchanged Goal)

Modified Goal

Goal 1

To increase student retention and graduation rates

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 1: Basic (Conditions of Learning)
Priority 2: State Standards (Conditions of Learning)
Priority 5: Pupil Engagement (Engagement)
Priority 6: School Climate (Engagement)

Local Priorities:

Identified Need:

Increase student retention and graduation rate
Increase/maintain student daily attendance average
Decrease dropout rate
Increase CCSS Professional Development participation
Increase NGSS Professional Development participation
Maintain level of data-driven curriculum knowledge
Increase ELD Professional Development
Increase services and more closely connect school counselors to student academic and social issues
Maintain support for incoming 9th graders during the summer
Continue implementation of Restorative Justice Program

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
Attendance data Suspension data Chronic absenteeism data Graduation Rate Dropout rate Teacher inservices/workshop: • Restorative Justice • CCSS • Data Driven Curriculum Knowledge • ELD & SpEd Summer School & student safety net support Stakeholder surveys	Attendance: 95% Retention: 75% Suspension: 1% Chronic absenteeism: 16% Graduation: 93% Drop out: 7.5% TEN survey: 8	Increase daily attendance rate by .5% Increase/maintain retention rate by 2% Decrease/maintain suspension rate 1% Decrease chronic absenteeism by 2% Increase graduation rate to 94% Decrease dropout rate to 7.5% Attain an overall TEN Score in the feedback loop for the teaching quality "supports students outside of class" of 8.1	Increase daily attendance rate by .5% Increase/maintain retention rate by 2% Decrease/maintain suspension rate 1% Decrease chronic absenteeism by 2% Increase graduation rate by 1% Decrease dropout rate by .5% Attain an overall TEN Score in the feedback loop for the teaching quality "supports students outside of class" of 8.2	Increase daily attendance rate by .5% Increase/maintain retention rate by 2% Decrease/maintain suspension rate 1% Decrease chronic absenteeism by 2% Increase graduation rate by 1% Decrease dropout rate by .5% Attain an overall TEN Score in the feedback loop for the teaching quality "supports students outside of class" of 8.3

Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action 1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from All, Students with Disabilities, or Specific Student Groups)

All
[Add Students to be Served selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	Scope of Services: (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans)
English Learners Foster Youth Low Income [Add Students to be Served selection here]	LEA-wide [Add Scope of Services selection here]	[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
Modified Action	Unchanged Action	Unchanged Action

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
Action 1.1 To increase the academic and social success of 9th-grade students by expecting students to participate in a math initiative summer bridge program. To support 10th-12th-grade students in credit recovery options.	Action 1.1 To increase the academic and social success of 9th-grade students by expecting students to participate in a summer bridge program. To support 10th-12th-grade students in credit recovery options and Senior Academy.	Action 1.1 To increase the academic and social success of 9th-grade students by expecting students to participate in a summer bridge program. To support 10th-12th-grade students in credit recovery options and Senior Academy.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	$25,000	$30,790	$30,790
Source	Other	Other	Other
Budget Reference	5000-5999: Services And Other Operating Expenditures Summer School (Field Trips and other Resources)	5000-5999: Services And Other Operating Expenditures Summer School (Field Trips and other Resources)	5000-5999: Services And Other Operating Expenditures Summer School (Field Trips and other Resources)

Amount	$24,750		
Source	Concentration		
Budget Reference	1000-1999: Certificated Personnel Salaries Summer Math Initiative		
Amount	$3,400	$3,400	$3,400
Source	Base	Base	Base
Budget Reference	5000-5999: Services And Other Operating Expenditures Credit Recovery/Cyber High	5000-5999: Services And Other Operating Expenditures Credit Recovery/Cyber High	5000-5999: Services And Other Operating Expenditures Credit Recovery/Cyber High

Action 2

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from All, Students with Disabilities, or Specific Student Groups)

All
[Add Students to be Served selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from English Learners, Foster Youth, and/or Low Income)

English Learners
Foster Youth
Low Income
[Add Students to be Served selection here]

Scope of Services:
(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

LEA-wide
[Add Scope of Services selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
Modified Action	Unchanged Action	Unchanged Action

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
Action 1.2 Integrate Restorative Justice and the Joven Nobles, with the implementation of a 4-year academic plan during the school-wide personalized learning period.	Action 1.2 Integrate Restorative Justice with the implementation of a 4-year academic plan during the school-wide personalized learning period.	Action 1.2 Integrate Restorative Justice with the implementation of a 4-year academic plan during the school-wide personalized learning period.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	$3,000	$3,000	$3,000
Source	Base	Base	Base
Budget Reference	5000-5999: Services And Other Operating Expenditures Restorative Justice P.D.	5000-5999: Services And Other Operating Expenditures Restorative Justice P.D.	5000-5999: Services And Other Operating Expenditures Restorative Justice P.D.
Amount	$1,500		
Source	Base		
Budget Reference	5000-5999: Services And Other Operating Expenditures Joven Nobles PD		

Action 3

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from All, Students with Disabilities, or Specific Student Groups)

All
[Add Students to be Served selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:
(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

English Learners Foster Youth Low Income [Add Students to be Served selection here]	LEA-wide [Add Scope of Services selection here]	[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
Modified Action	Unchanged Action	Unchanged Action
2017-18 Actions/Services	**2018-19 Actions/Services**	**2019-20 Actions/Services**
Action 1.3 Decrease student chronic absenteeism and increase daily attendance by instituting updated protocols through a systemic that communicates between home and school.	Action 1.3 Decrease student chronic absenteeism and increase daily attendance by instituting updated protocols through a systemic that communicates between home and school.	Action 1.3 Decrease student chronic absenteeism and increase daily attendance by instituting updated protocols through a systemic that communicates between home and school.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	$164,040	$170,601	$174,013
Source	Base	Base	Base
Budget Reference	1000-1999: Certificated Personnel Salaries Academic counselors	1000-1999: Certificated Personnel Salaries Academic counselors	1000-1999: Certificated Personnel Salaries Academic counselors
Amount	0	$53,609	$55,000
Source	Base	Supplemental	Supplemental
Budget Reference	2000-2999: Classified Personnel Salaries Attendance Protocols	2000-2999: Classified Personnel Salaries Dean of Students	2000-2999: Classified Personnel Salaries Dean of Students

Amount	$47,060	$48,942	$50,411
Source	Base	Base	Base
Budget Reference	2000-2999: Classified Personnel Salaries Attendance clerk	2000-2999: Classified Personnel Salaries Attendance clerk	2000-2999: Classified Personnel Salaries Attendance clerk
Amount		$24,000	$24,000
Source		Supplemental	Supplemental
Budget Reference		5000-5999: Services And Other Operating Expenditures Need based student transportation	5000-5999: Services And Other Operating Expenditures Need based student transportation

Action 4

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from All, Students with Disabilities, or Specific Student Groups)

All
[Add Students to be Served selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from English Learners, Foster Youth, and/or Low Income)

English Learners
Foster Youth
Low Income
[Add Students to be Served selection here]

Scope of Services:
(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

LEA-wide
[Add Scope of Services selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
Modified Action	Unchanged Action	Unchanged Action

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
Action 1.4 CCSS, ELD, SpEd, and Data-Driven Curriculum Professional Development, materials, and release time for collaboration among faculty and staff	Action 1.4 CCSS, ELD, SpEd, and Data-Drive Curriculum Professional Development, materials, and release time for collaboration among faculty and staff	Action 1.4 CCSS, ELD, SpEd, and Data-Driven Curriculum Professional Development, materials, and release time for collaboration among faculty and staff

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	$2,125	$2,125	$2,125
Source	Concentration	Supplemental	Supplemental
Budget Reference	1000-1999: Certificated Personnel Salaries Release time for collaboration	1000-1999: Certificated Personnel Salaries Release time for collaboration	1000-1999: Certificated Personnel Salaries Release time for collaboration
Amount	$10,000	$18,082	$18,082
Source	Base	Supplemental	Supplemental
Budget Reference	5000-5999: Services And Other Operating Expenditures Professional Development (TEN Initiative)	5000-5999: Services And Other Operating Expenditures Professional Development (TEN Initiative)	5000-5999: Services And Other Operating Expenditures Professional Development (TEN Initiative)
Amount	$1,000	$1,000	$1,000
Source	Base	Base	Base
Budget Reference	4000-4999: Books And Supplies Materials, supplies, books	4000-4999: Books And Supplies Materials, supplies, books	4000-4999: Books And Supplies Materials, supplies, books

Action 5

[Add Students to be Served selection here]	[Add Location(s) selection here]

OR

English Learners Low Income	LEA-wide	All Schools

Actions/Services

	New Action	New Action
	• Provide Social-Emotional counseling services. • Social-Emotional Coordinator	• Provide Social-Emotional counseling services. • Social-Emotional Coordinator

Budgeted Expenditures

Amount		$30,400	$30,400
Source		Supplemental	Supplemental
Budget Reference		5000-5999: Services And Other Operating Expenditures Social Emotional Counselors	5000-5999: Services And Other Operating Expenditures Social Emotional Counselors
Amount		$58,000	$60,000
Source		Supplemental	Supplemental
Budget Reference		1000-1999: Certificated Personnel Salaries Social-Emotional Coordinator	1000-1999: Certificated Personnel Salaries Social-Emotional Coordinator

Goals, Actions, & Services

Strategic Planning Details and Accountability
Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

(Select from New Goal, Modified Goal, or Unchanged Goal)

Modified Goal

Goal 2

To increase Math, Spanish, and English Language Arts proficiency for all students
English Language Learners will increase in growth in the English language through the school's services and teaching methods

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 2: State Standards (Conditions of Learning)
Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 7: Course Access (Conditions of Learning)
Priority 8: Other Pupil Outcomes (Pupil Outcomes)

Local Priorities:

Identified Need:

Increase the number of students who pass the Reading, Language Usage and Math sections of the NWEA/MAP exam
Increase the number of students meeting proficiency levels in the SBAC for ELA and Math
Increase the number of students achieving the Seal of Bi-literacy
Increase the number of RFEPs
Increase the number of IFEPs
Provide tutoring support
Provide support courses for students performing below grade level proficiency in ELA and Math

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
NWEA/MAP in Language Usage and Reading NWEA/MAP in Math SBAC Seal of Biliteracy RFEP Data ELPAC Data ELL's progress data EL Achieve data Literacy Center data/AIMS Web Overall TEN score in the category of "motivate student learning"	NWEA/MAP: • 37% of all 9th grade students and 58% of all 10th grade students met/exceeded growth targets in Math • 52% of all 9th grade students and 65% of all 10th grade students met/exceeded growth targets in Reading • 42% of all 9th grade students and 62% of all 10th grade students met/exceeded Language Usage growth targets SBAC: • ELA 46%; Math 11% Seal of Bi-literacy: 38.6% Golden State Seal Merit: 19% RFEP: 1.3% ELPAC: N/A ELLs progress: 27% 7.6 TEN score in "Motivate Student Learning"	• Increase the percentage of students that meet or exceed growth targets on the ELA section of NWEA/MAP by 2% • Increase the percentage of students that meet or exceed standards on the Math section of NWEA/MAP by 2% • Increase the percentage of students achieving the Seal of Bi-literacy by 1.4% • English Language Learners will achieve proficiency in the English language through the school's services and teaching methods • Attain an overall TEN Score in the feedback loop for the teaching quality “motivate student learning” of 7.7.	• Increase the percentage of students that meet or exceed growth targets on the ELA section of NWEA/MAP by 2% • Increase the percentage of students that meet or exceed standards on the Math section of NWEA/MAP by 2% • Increase the percentage of students achieving the Seal of Bi-literacy by .5% • English Language Learners will achieve proficiency in the English language through the school's services and teaching methods • Attain an overall TEN Score in the feedback loop for the teaching quality “motivate student learning” of 7.8.	• Increase the percentage of students that meet or exceed growth targets on the ELA section of NWEA/MAP by 2% • Increase the percentage of students that meet or exceed standards on the Math section of NWEA/MAP by 2% • Increase the percentage of students achieving the Seal of Bi-literacy by .5% • English Language Learners will achieve proficiency in the English language through the school's services and teaching methods • Attain an overall TEN Score in the feedback loop for the teaching quality “motivate student learning” of 7.9.

Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action 1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from All, Students with Disabilities, or Specific Student Groups)

All
[Add Students to be Served selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from English Learners, Foster Youth, and/or Low Income)

English Learners
Foster Youth
Low Income
[Add Students to be Served selection here]

Scope of Services:
(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

LEA-wide
[Add Scope of Services selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
New Action	Modified Action	Modified Action

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
Action 2.1 Provide tutoring resources during the extended day to support core content areas	Action 2.1 Provide tutoring resources during the extended day to support core content areas	Action 2.1 Provide tutoring resources during the extended day to support core content areas

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	$6,000	$6,000	$6,000
Source	Concentration	Supplemental	Supplemental
Budget Reference	5800: Professional/Consulting Services And Operating Expenditures Tutoring Services	5800: Professional/Consulting Services And Operating Expenditures Tutoring Services	5800: Professional/Consulting Services And Operating Expenditures Tutoring Services
Amount	$1,000	$1,000	$1,000
Source	Concentration	Supplemental	Supplemental
Budget Reference	4000-4999: Books And Supplies Tutoring related core content materials	4000-4999: Books And Supplies Tutoring related core content materials	4000-4999: Books And Supplies Tutoring related core content materials
Amount	$2,000	$5,090	$5090
Source	Base	Supplemental	Supplemental
Budget Reference	4000-4999: Books And Supplies EL Achieve	4000-4999: Books And Supplies Newsela	4000-4999: Books And Supplies Newsela
Amount	$24,000		
Source	Concentration		
Budget Reference	1000-1999: Certificated Personnel Salaries Literacy Center		
Amount	$2,500		
Source	Concentration		
Budget Reference	5000-5999: Services And Other Operating Expenditures EL Achieve PD		

Action 2

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from All, Students with Disabilities, or Specific Student Groups)

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All [Add Students to be Served selection here]	[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	**Scope of Services:** (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans)
English Learners Low Income [Add Students to be Served selection here]	LEA-wide [Add Scope of Services selection here]	[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
New Action	Unchanged Action	Unchanged Action
2017-18 Actions/Services	**2018-19 Actions/Services**	**2019-20 Actions/Services**
Provide professional development to support struggling learners with: • accelerating academic vocabulary and discourse • scaffolding strategies • implementing effective collaborative group work	Provide professional development to support struggling learners with: • accelerating academic vocabulary and discourse • scaffolding strategies • implementing effective collaborative group work	Provide professional development to support struggling learners with: • accelerating academic vocabulary and discourse • scaffolding strategies • implementing effective collaborative group work

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	$3,000	$3,000	$3,000
Source	Concentration	Supplemental	Supplemental
Budget Reference	5000-5999: Services And Other Operating Expenditures ELA/ELD PD for teachers	5000-5999: Services And Other Operating Expenditures ELA/ELD PD for teachers	5000-5999: Services And Other Operating Expenditures ELA/ELD PD for teachers

Action 3

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from All, Students with Disabilities, or Specific Student Groups)

All
[Add Students to be Served selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from English Learners, Foster Youth, and/or Low Income)

English Learners
Foster Youth
Low Income
[Add Students to be Served selection here]

Scope of Services:
(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

LEA-wide
[Add Scope of Services selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
New Action	Modified Action	Modified Action

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
English Language Learners will move up one level of language proficiency towards	English Language Learners will move up one level of language proficiency towards	English Language Learners will move up one level of language proficiency towards

full reclassification through the school's services and teaching methods	full reclassification through the school's services and teaching methods	full reclassification through the school's services and teaching methods

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	$75,000	$75,000	$75,000
Source	Base	Base	Base
Budget Reference	1000-1999: Certificated Personnel Salaries ELD Coordinator to monitor progress	1000-1999: Certificated Personnel Salaries ELD Coordinator to monitor progress	1000-1999: Certificated Personnel Salaries ELD Coordinator to monitor progress

Action 4

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from All, Students with Disabilities, or Specific Student Groups)

All
[Add Students to be Served selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from English Learners, Foster Youth, and/or Low Income)

English Learners
Foster Youth
Low Income
[Add Students to be Served selection here]

Scope of Services:
(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

LEA-wide
[Add Scope of Services selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
New Action	Unchanged Action	Unchanged Action

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
The English Language Development Department will provide Designated and Integrated ELD support across all departments	The English Language Development Department will provide Designated and Integrated ELD support across all departments	The English Language Development Department will provide Designated and Integrated ELD support across all departments

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	$10,000	$10,000	$10,000
Source	Base	Base	Base
Budget Reference	4000-4999: Books And Supplies ELD classroom support	4000-4999: Books And Supplies ELD classroom support	4000-4999: Books And Supplies ELD classroom support

Action 5

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from All, Students with Disabilities, or Specific Student Groups)

All
[Add Students to be Served selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from English Learners, Foster Youth, and/or Low Income)

English Learners
Foster Youth
Low Income
[Add Students to be Served selection here]

Scope of Services:
(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

LEA-wide
[Add Scope of Services selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20

Modified Action	Unchanged Action	Unchanged Action

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
TEN Surveys	TEN Surveys	TEN Surveys

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	$1,000	$1,000	$1,000
Source	Base	Base	Base
Budget Reference	4000-4999: Books And Supplies TEN Surveys	4000-4999: Books And Supplies TEN Surveys	4000-4999: Books And Supplies TEN Surveys

Action 6

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from All, Students with Disabilities, or Specific Student Groups)

All
[Add Students to be Served selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from English Learners, Foster Youth, and/or Low Income)

English Learners
Foster Youth
Low Income
[Add Students to be Served selection here]

Scope of Services:
(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

LEA-wide
[Add Scope of Services selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20

New Action	Modified Action	Modified Action
2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
Provide CCSS-math P.D.	Provide CCSS-math P.D.	Provide CCSS-math P.D.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	$3,000	$9,120	$9,120
Source	Base	Supplemental	Supplemental
Budget Reference	5000-5999: Services And Other Operating Expenditures Math PD	5000-5999: Services And Other Operating Expenditures Math PD	5000-5999: Services And Other Operating Expenditures Math PD

Action 7

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from All, Students with Disabilities, or Specific Student Groups)

All
[Add Students to be Served selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from English Learners, Foster Youth, and/or Low Income)

English Learners
Foster Youth
Low Income
[Add Students to be Served selection here]

Scope of Services:
(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

LEA-wide
[Add Scope of Services selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20

New Action	Unchanged Action	Unchanged Action

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
Spanish PD	Spanish PD	Spanish PD

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	$3,000	$3,000	$3,000
Source	Base	Base	Base
Budget Reference	5000-5999: Services And Other Operating Expenditures Spanish PD	5000-5999: Services And Other Operating Expenditures Spanish PD	5000-5999: Services And Other Operating Expenditures Spanish PD

Action 8

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from All, Students with Disabilities, or Specific Student Groups)

[Add Students to be Served selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from English Learners, Foster Youth, and/or Low Income)

English Learners
Foster Youth
Low Income

Scope of Services:
(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

LEA-wide

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
Modified Action	New Action	Modified Action

Unchanged Action		

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
Provide ELD Support to teachers	Provide ELD Support to teachers via an instructional coach	Provide ELD Support to teachers via an instructional coach

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	2,000	100,000	100,000
Source	Concentration	Supplemental	Supplemental
Budget Reference	1000-1999: Certificated Personnel Salaries PD on instructional practices for ELD students	1000-1999: Certificated Personnel Salaries Instructional Coach	1000-1999: Certificated Personnel Salaries Instructional Coach
Amount	2000	10,000	10,000
Source	Concentration	Supplemental	Supplemental
Budget Reference	4000-4999: Books And Supplies ELD instructional materials	4000-4999: Books And Supplies ELD supplemental materials	4000-4999: Books And Supplies ELD supplemental materials

Goals, Actions, & Services

Strategic Planning Details and Accountability
Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

(Select from New Goal, Modified Goal, or Unchanged Goal)

Modified Goal

Goal 3

To increase the percentage of students that meet the A-G requirements, including the visual and performing arts in project-based learning

State and/or Local Priorities addressed by this goal:

State Priorities:
Priority 1: Basic (Conditions of Learning)
Priority 2: State Standards (Conditions of Learning)
Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 5: Pupil Engagement (Engagement)
Priority 6: School Climate (Engagement)
Priority 7: Course Access (Conditions of Learning)
Priority 8: Other Pupil Outcomes (Pupil Outcomes)

Local Priorities:

Identified Need:

Increase the number of students fulfilling the A-G requirements
Set baseline data for SBAC, NWEA/MAP and Alloy
Academic counseling for all 9th thru 12-grade students
Provide tutoring opportunities to students as needed
Provide an on-boarding program for new faculty that assures seamless transition for all faculty
BTSA Mentor

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
Number of students successfully completing A-G requirements Number of students using Naviance tools SBAC and SBAC aligned assessments (NWEA and Alloy) AP Data Number of students submitting college applications Professional Development for AP teachers Participation of new teachers in BTSA program Overall TEN score in the category of "prepare students for college"	57.5% of students completing A-G Requirements 7.9 TEN score in "Preparing Students for College"	• Increase percentage of students successfully completing A-G requirements by 1% (projected; however at the time of writing this LCAP, final report had not been completed) • Overall TEN score in the category of "prepare students for college" of 8.	• Increase percentage of students successfully completing A-G requirements by 2% • Support SBAC and SBAC-aligned assessments (NWEA and Alloy) • Increase AP Participation and Passing by 2% • Increase number of students submitting college applications • Professional Development for AP teachers • Participation of new teachers in BTSA program • Implement on-boarding program for new teachers • Overall TEN score in the category of "prepare students for college" of 8.1	• Increase percentage of students successfully completing A-G requirements by 2% • Support SBAC and SBAC-aligned assessments (NWEA and Alloy) • Increase AP Participation and Passing by 2% • Increase number of students submitting college applications • Professional Development for AP teachers • Participation of new teachers in BTSA program • Implement on-boarding program for new teachers • Overall TEN score in the category of "prepare students for college" of 8.2.

Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action 1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans)
All [Add Students to be Served selection here]	[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	Scope of Services: (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans)
English Learners Foster Youth Low Income [Add Students to be Served selection here]	LEA-wide [Add Scope of Services selection here]	[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
New Action	Unchanged Action	Unchanged Action
2017-18 Actions/Services	**2018-19 Actions/Services**	**2019-20 Actions/Services**
Action 3.1 Provide PD for all Advanced Placement (AP) teachers. All teachers to participate in department/grade level groups and meetings. Provide mentoring support to new teachers thru BTSA Provide an onboarding program for new faculty that assures a seamless transition for all faculty	Action 3.1 Provide PD for all Advanced Placement (AP) teachers. All teachers to participate in department/grade level groups and meetings. Provide mentoring support to new teachers thru BTSA Provide an onboarding program for new faculty that assures a seamless transition for all faculty	Action 3.1 Provide PD for all Advanced Placement (AP) teachers. All teachers to participate in department/grade level groups and meetings. Provide mentoring support to new teachers thru BTSA Provide an onboarding program for new faculty that assures a seamless transition for all faculty.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	$5,000	$5,000	$5,000
Source	Base	Supplemental	Supplemental
Budget Reference	5000-5999: Services And Other Operating Expenditures Advanced Placement PD	5000-5999: Services And Other Operating Expenditures Advanced Placement PD	5000-5999: Services And Other Operating Expenditures Advanced Placement PD
Amount	$6,000	$50,000	$50,000
Source	Base	Base	Base
Budget Reference	1000-1999: Certificated Personnel Salaries BTSA Mentor	1000-1999: Certificated Personnel Salaries BTSA Mentor	1000-1999: Certificated Personnel Salaries BTSA Mentor
Amount	$1,000	$1,000	$1,000
Source	Base	Base	Base
Budget Reference	5000-5999: Services And Other Operating Expenditures Onboard training	5000-5999: Services And Other Operating Expenditures Onboard training	5000-5999: Services And Other Operating Expenditures Onboard training

Action 2

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from All, Students with Disabilities, or Specific Student Groups)

All
[Add Students to be Served selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:
(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

English Learners Foster Youth Low Income [Add Students to be Served selection here]	LEA-wide [Add Scope of Services selection here]	[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
Modified Action	Unchanged Action	Unchanged Action
2017-18 Actions/Services	**2018-19 Actions/Services**	**2019-20 Actions/Services**
Action 3.2 Increase participation in the Early University Program and AP courses.	Action 3.2 Increase participation in the Early University Program and AP courses.	Action 3.2 Increase participation in the Early University Program and AP courses.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	$3,000	$3,000	$3,000
Source	Base	Base	Base
Budget Reference	5000-5999: Services And Other Operating Expenditures EUP and AP support/communication	5000-5999: Services And Other Operating Expenditures EUP and AP support/communication	5000-5999: Services And Other Operating Expenditures EUP and AP support/communication
Amount	1,988	$2,971	$2,971
Source	Base	Supplemental	Supplemental
Budget Reference	5000-5999: Services And Other Operating Expenditures Naviance license	5000-5999: Services And Other Operating Expenditures Naviance license	5000-5999: Services And Other Operating Expenditures Naviance license

Amount		$145,634	$145,634
Source		Supplemental	Supplemental
Budget Reference		1000-1999: Certificated Personnel Salaries Dual Credit Program Teachers (2)	1000-1999: Certificated Personnel Salaries Dual Credit Program Teachers (2)
Amount		$5,000	$5,000
Source		Supplemental	Supplemental
Budget Reference		4000-4999: Books And Supplies Material for Dual Credit Program	4000-4999: Books And Supplies Material for Dual Credit Program

Action 3

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from All, Students with Disabilities, or Specific Student Groups)

All
[Add Students to be Served selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from English Learners, Foster Youth, and/or Low Income)

English Learners
Foster Youth
Low Income
[Add Students to be Served selection here]

Scope of Services:
(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

LEA-wide
[Add Scope of Services selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
Modified Action	Unchanged Action	Unchanged Action

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
Action 3.3 Increase the number of students who successfully complete the A-G requirements	Action 3.3 Increase the number of students who successfully complete the A-G requirements	Action 3.3 Increase the number of students who successfully complete the A-G requirements

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	$164,040.00	$170,601	$174,013
Source	Base	Base	Base
Budget Reference	1000-1999: Certificated Personnel Salaries Counselor's (2) Salary	1000-1999: Certificated Personnel Salaries Counselor's (2) Salary	1000-1999: Certificated Personnel Salaries Counselor's (2) Salary
Amount		$55,965	$58,000
Source		Supplemental	Supplemental
Budget Reference		2000-2999: Classified Personnel Salaries Director of College Readiness	2000-2999: Classified Personnel Salaries Director of College Readiness

Action 4

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from All, Students with Disabilities, or Specific Student Groups)

All
[Add Students to be Served selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:
(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

English Learners Foster Youth Low Income [Add Students to be Served selection here]	LEA-wide [Add Scope of Services selection here]	[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
Modified Action	Unchanged Action	Unchanged Action
2017-18 Actions/Services	**2018-19 Actions/Services**	**2019-20 Actions/Services**
Action 3.4 Use collaboration time to identify reteaching strategies through the usage of NWEA/MAP and ALLOY, which will support students in meeting proficiency as evidenced by SBAC results	Action 3.4 Use collaboration time to identify reteaching strategies through the usage of NWEA/MAP and ALLOY, which will support students in meeting proficiency as evidenced by SBAC results	Action 3.4 Use collaboration time to identify reteaching strategies through the usage of NWEA/MAP and ALLOY, which will support students in meeting proficiency as evidenced by SBAC results

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	$5,000	$5,000	$5,000
Source	Base	Base	Base
Budget Reference	4000-4999: Books And Supplies Collaboration time for teachers, admin.& clerical for data talks	4000-4999: Books And Supplies Collaboration time for teachers, admin.& clerical for data talks	4000-4999: Books And Supplies Collaboration time for teachers, admin.& clerical for data talks
Amount	$10,000	$10,000	$10,000
Source	Base	Base	Base
Budget Reference	5000-5999: Services And Other Operating Expenditures Student Assessments	5000-5999: Services And Other Operating Expenditures Student Assessments	5000-5999: Services And Other Operating Expenditures Student Assessments

Amount		$44,324	$44,324
Source		Supplemental	Supplemental
Budget Reference		5000-5999: Services And Other Operating Expenditures Alloy licenses & PD	5000-5999: Services And Other Operating Expenditures Alloy licenses & PD

Action 5

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from All, Students with Disabilities, or Specific Student Groups)

All
[Add Students to be Served selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from English Learners, Foster Youth, and/or Low Income)

English Learners
Foster Youth
Low Income
[Add Students to be Served selection here]

Scope of Services:
(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

LEA-wide
[Add Scope of Services selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
New Action	Unchanged Action	Unchanged Action
2017-18 Actions/Services	**2018-19 Actions/Services**	**2019-20 Actions/Services**
Action 3.5 Support students in successfully submitting college applications	Action 3.5 Support students in successfully submitting college applications	Action 3.5 Support students in successfully submitting college applications

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	$1,000	$1,000	$1,000
Source	Base	Base	Base
Budget Reference	4000-4999: Books And Supplies Teacher Advisor & Academic Counselor collaboration	4000-4999: Books And Supplies Teacher Advisor & Academic Counselor collaboration	4000-4999: Books And Supplies Teacher Advisor & Academic Counselor collaboration
Amount	$1,000	$1,000	$1,000
Source	Base	Base	Base
Budget Reference	4000-4999: Books And Supplies supplies & materials	4000-4999: Books And Supplies supplies & materials	4000-4999: Books And Supplies supplies & materials

Action 6

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from All, Students with Disabilities, or Specific Student Groups)

All
[Add Students to be Served selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from English Learners, Foster Youth, and/or Low Income)

English Learners
Foster Youth
Low Income
[Add Students to be Served selection here]

Scope of Services:
(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

LEA-wide
[Add Scope of Services selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
New Action	Unchanged Action	Unchanged Action

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
Action 3.6 Provide ancillary materials or resources including the visual and performing arts in project-based learning	Action 3.6 Provide ancillary materials or resources, including the visual and performing arts, in project-based learning	Action 3.6 Provide ancillary materials or resources including the visual and performing arts in project-based learning

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	$2,000	$2,000	$2,000
Source	Base	Base	Base
Budget Reference	4000-4999: Books And Supplies ancillary materials	4000-4999: Books And Supplies ancillary materials	4000-4999: Books And Supplies ancillary materials
Amount	$5,000	$5,000	$5,000
Source	Base	Base	Base
Budget Reference	5000-5999: Services And Other Operating Expenditures STEAM & performing arts	5000-5999: Services And Other Operating Expenditures STEAM & performing arts	5000-5999: Services And Other Operating Expenditures STEAM & performing arts
Amount		$57,073	$57,073
Source		Supplemental	Supplemental
Budget Reference		4000-4999: Books And Supplies One-to-one Chromebook	4000-4999: Books And Supplies One-to-one Chromebook
Amount		$67,851	$67,851
Source		Supplemental	Supplemental
Budget Reference		1000-1999: Certificated Personnel Salaries Performing Arts Teacher	1000-1999: Certificated Personnel Salaries Performing Arts Teacher

Amount		$97,016	$97,016
Source		Supplemental	Supplemental
Budget Reference		1000-1999: Certificated Personnel Salaries Art Teacher	1000-1999: Certificated Personnel Salaries Art Teacher
Amount		$325,376	$325,376
Source		Supplemental	Supplemental
Budget Reference		5800: Professional/Consulting Services And Operating Expenditures Additional Admin support to implement programs	5800: Professional/Consulting Services And Operating Expenditures Additional Admin support to implement programs

Action 7

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from All, Students with Disabilities, or Specific Student Groups)

All
[Add Students to be Served selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from English Learners, Foster Youth, and/or Low Income)

English Learners
Foster Youth
Low Income
[Add Students to be Served selection here]

Scope of Services:
(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

LEA-wide
[Add Scope of Services selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20

New Action	Unchanged Action	Unchanged Action
2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
Action 3.7 To provide a collaborative multi-tier system that includes academic counseling in supporting 9th -12-grade students in A-G eligibility & onboarding program for new and returning faculty.	Action 3.7 To provide a collaborative multi-tier system that includes academic counseling in supporting 9th -12-grade students in A-G eligibility & onboarding program for new and returning faculty.	Action 3.7 To provide a collaborative multi-tier system that includes academic counseling in supporting 9th -12-grade students in A-G eligibility & onboarding program for new and returning faculty.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	$3,000	$3,000	$3,000
Source	Base	Base	Base
Budget Reference	4000-4999: Books And Supplies Collaboration time for Academic Counselors	4000-4999: Books And Supplies Collaboration time for Academic Counselors	4000-4999: Books And Supplies Collaboration time for Academic Counselors
Amount	$1,000	$1,000	$1,000
Source	Base	Base	Base
Budget Reference	4000-4999: Books And Supplies Onboarding Teacher Program-site specific needs	4000-4999: Books And Supplies Onboarding Teacher Program-site specific needs	4000-4999: Books And Supplies Onboarding Teacher Program-site specific needs

Goals, Actions, & Services

Strategic Planning Details and Accountability
Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

(Select from New Goal, Modified Goal, or Unchanged Goal)

New Goal

Goal 4

To increase parent involvement and engagement

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 3: Parental Involvement (Engagement)

Local Priorities:

Identified Need:

Establish a collaborative parent planning team to assist in the development of the annual parent workshop calendar
Establish a school-wide stakeholder survey aligned to LCAP goals

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
Stakeholder Surveys	Monthly Poder de los Padres workshops Usage and registration of school-wide online platforms Stakeholder participation survey: 1%	Increase the participation in activities and use of online platforms that support academic success goals. Increase parent survey participation by 49%	Increase the participation in activities and use of online platforms that support academic success goals. Increase parent survey participation by 5%	Increase the participation in activities and use of online platforms that support academic success goals. Increase parent survey participation by 5%

Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action 1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from All, Students with Disabilities, or Specific Student Groups)

All
[Add Students to be Served selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from English Learners, Foster Youth, and/or Low Income)

English Learners
Low Income
[Add Students to be Served selection here]

Scope of Services:
(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

LEA-wide
[Add Scope of Services selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
New Action	Unchanged Action	Unchanged Action
2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
• Parent coordinator to work collaboratively with elected parent leaders to organize, facilitate and monitor activities and events • Stakeholder survey linked directly to LCAP goals • Monitor the TEN Survey to ensure parent feedback	• Parent coordinator to work collaboratively with elected parent leaders to organize, facilitate and monitor activities and events • Stakeholder survey linked directly to LCAP goals • Monitor the TEN Survey to ensure parent feedback	• Parent coordinator to work collaboratively with elected parent leaders to organize, facilitate and monitor activities and events • Stakeholder survey linked directly to LCAP goals • Monitor the TEN Survey to ensure parent feedback

• Monitor and assess school-wide platforms that include parent participation	• Monitor and assess school-wide platforms that include parent participation	• Monitor and assess school-wide platforms that include parent participation

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	$67,980	$70,699	$72,820
Source	Title I	Title I	Title I
Budget Reference	5000-5999: Services And Other Operating Expenditures Coordinator's salary	5000-5999: Services And Other Operating Expenditures Coordinator's salary	5000-5999: Services And Other Operating Expenditures Coordinator's salary
Amount	$2,000	$2,000	$2,000
Source	Title I	Title I	Title I
Budget Reference	5000-5999: Services And Other Operating Expenditures Parent workshops	5000-5999: Services And Other Operating Expenditures Parent workshops	5000-5999: Services And Other Operating Expenditures Parent workshops
Amount	$15,000	$15,000	$15,000
Source	Base	Base	Base
Budget Reference	2000-2999: Classified Personnel Salaries Support staff salary	2000-2999: Classified Personnel Salaries Support staff salary	2000-2999: Classified Personnel Salaries Support staff salary
Amount	$500	$500	$500
Source	Title I	Title I	Title I
Budget Reference	4000-4999: Books And Supplies Surveys	4000-4999: Books And Supplies Surveys	4000-4999: Books And Supplies Surveys

Amount	$500	$500	$500
Source	Title I	Title I	Title I
Budget Reference	5000-5999: Services And Other Operating Expenditures Communications	5000-5999: Services And Other Operating Expenditures Communications	5000-5999: Services And Other Operating Expenditures Communications

Action 2

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from All, Students with Disabilities, or Specific Student Groups)

All

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Specific Schools: LEA-Wide

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

Scope of Services:
(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
New Action	Unchanged Action	Unchanged Action
2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
Provide options for parents to participate and attend college and career field trips	Provide options for parents to participate and attend college and career field trips	Provide options for parents to participate and attend college and career field trips

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	$2,000	$2,000	$2,000
Source	Base	Supplemental	Supplemental
Budget Reference	5000-5999: Services And Other Operating Expenditures Parent College Field trips	5000-5999: Services And Other Operating Expenditures Parent College Field trips	5000-5999: Services And Other Operating Expenditures Parent College Field trips
Amount	$2,000	$2,000	$2,000
Source	Base	Supplemental	Supplemental
Budget Reference	5000-5999: Services And Other Operating Expenditures Transportation & Communication	5000-5999: Services And Other Operating Expenditures Transportation & Communication	5000-5999: Services And Other Operating Expenditures Transportation & Communication

Action 3

[Add Students to be Served selection here]	[Add Location(s) selection here]

OR

English Learners Low Income	LEA-wide	All Schools

Actions/Services

	Parent Involvement/Community Outreach.	Parent Involvement/Community Outreach.

Budgeted Expenditures

Amount		$62,360	$62,360
Source		Supplemental	Supplemental
Budget Reference		5000-5999: Services And Other Operating Expenditures Consultants for community outreach.	5000-5999: Services And Other Operating Expenditures Consultants for community outreach.

Goals, Actions, & Services

Strategic Planning Details and Accountability
Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

(Select from New Goal, Modified Goal, or Unchanged Goal)

New Goal

Goal 5

State and/or Local Priorities addressed by this goal:

State Priorities:

Local Priorities:

Identified Need:

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20

Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action 1

OR

Actions/Services

Budgeted Expenditures

Demonstration of Increased or Improved Services for Unduplicated Pupils

LCAP Year: **2018-19**

Estimated Supplemental and Concentration Grant Funds	Percentage to Increase or Improve Services
$1,192,996	32.02%

Describe how services provided for unduplicated pupils are increased or improved by at least the percentage identified above, either qualitatively or quantitatively, as compared to services provided for all students in the LCAP year.

Identify each action/service being funded and provided on a schoolwide or LEA-wide basis. Include the required descriptions supporting each schoolwide or LEA-wide use of funds (see instructions).

Demonstration of Increased or Improved Services for Unduplicated Pupils

LCAP Year: **2017-18**

Estimated Supplemental and Concentration Grant Funds	Percentage to Increase or Improve Services
$320,780	10.24%

Describe how services provided for unduplicated pupils are increased or improved by at least the percentage identified above, either qualitatively or quantitatively, as compared to services provided for all students in the LCAP year.

Identify each action/service being funded and provided on a schoolwide or LEA-wide basis. Include the required descriptions supporting each schoolwide or LEA-wide use of funds (see instructions).

Due to the fact that 91.1% of our students qualify for free and reduced lunch and 94% are ELLs and RFEPs, services are provided school-wide to serve the needs of our ELLs, RFEPs, foster youth and low income students. These service include, ELD classes, Enrichment Period (Advisory), additional counseling services (social emotional), Restorative Practices, etc.

Addendum

The Local Control and Accountability Plan (LCAP) and Annual Update Template documents and communicates local educational agencies' (LEAs) actions and expenditures to support student outcomes and overall performance. The LCAP is a three-year plan, which is reviewed and updated annually, as required. Charter schools may complete the LCAP to align with the term of the charter school's budget, typically one year, which is submitted to the school's authorizer. The LCAP and Annual Update Template must be completed by all LEAs each year.

For school districts, the LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all students and each student group identified by the Local Control Funding Formula (LCFF) (ethnic, socioeconomically disadvantaged, English learners, foster youth, pupils with disabilities, and homeless youth), for each of the state priorities and any locally identified priorities.

For county offices of education, the LCAP must describe, for each county office of education-operated school and program, goals and specific actions to achieve those goals for all students and each LCFF student group funded through the county office of education (students attending juvenile court schools, on probation or parole, or expelled under certain conditions) for each of the state priorities and any locally identified priorities. School districts and county offices of education may additionally coordinate and describe in their LCAPs services funded by a school district that are provided to students attending county-operated schools and programs, including special education programs.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in Education Code (EC) sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

Charter schools must describe goals and specific actions to achieve those goals for all students and each LCFF subgroup of students including students with disabilities and homeless youth, for each of the state priorities that apply for the grade levels served or the nature of the program operated by the charter school, and any locally identified priorities. For charter schools, the inclusion and description of goals for state priorities in the LCAP may be modified to meet the grade levels served and the nature of the programs provided, including modifications to reflect only the statutory requirements explicitly applicable to charter schools in the EC. Changes in LCAP goals and actions/services for charter schools that result from the annual update process do not necessarily constitute a material revision to the school's charter petition.

For questions related to specific sections of the template, please see instructions below:

Instructions: Linked Table of Contents

Plan Summary
Annual Update
Stakeholder Engagement
Goals, Actions, and Services
Planned Actions/Services
Demonstration of Increased or Improved Services for Unduplicated Students

For additional questions or technical assistance related to completion of the LCAP template, please contact the local county office of education, or the CDE's Local Agency Systems Support Office at: 916-319-0809 or by email at: lcff@cde.ca.gov.

Plan Summary

The LCAP is intended to reflect an LEA's annual goals, actions, services and expenditures within a fixed three-year planning cycle. LEAs must include a plan summary for the LCAP each year.
When developing the LCAP, enter the appropriate LCAP year, and address the prompts provided in these sections. When developing the LCAP in year 2 or year 3, enter the appropriate LCAP year and replace the previous summary information with information relevant to the current year LCAP.
In this section, briefly address the prompts provided. These prompts are not limits. LEAs may include information regarding local program(s), community demographics, and the overall vision of the LEA. LEAs may also attach documents (e.g., the LCFF Evaluation Rubrics data reports) if desired and/or include charts illustrating goals, planned outcomes, actual outcomes, or related planned and actual expenditures.
An LEA may use an alternative format for the plan summary as long as it includes the information specified in each prompt and the budget summary table.
The reference to LCFF Evaluation Rubrics means the evaluation rubrics adopted by the State Board of Education under *EC* Section 52064.5.

Budget Summary

The LEA must complete the LCAP Budget Summary table as follows:

- **Total LEA General Fund Budget Expenditures for the LCAP Year**: This amount is the LEA's total budgeted General Fund expenditures for the LCAP year. The LCAP year means the fiscal year for which an LCAP is adopted or updated by July 1. The General Fund is the main operating fund of the LEA and accounts for all activities not accounted for in another fund. All activities are reported in the General Fund unless there is a compelling reason to account for an activity in another fund. For further information please refer to the *California School Accounting Manual (*http://www.cde.ca.gov/fg/ac/sa/*)*. (Note: For some charter schools that follow governmental fund accounting, this amount is the total budgeted expenditures in the Charter Schools Special Revenue Fund. For charter schools that follow the not-for-profit accounting model, this amount is total budgeted expenses, such as those budgeted in the Charter Schools Enterprise Fund.)
- **Total Funds Budgeted for Planned Actions/Services to Meet the Goals in the LCAP for the LCAP Year:** This amount is the total of the budgeted expenditures associated with

the actions/services included for the LCAP year from all sources of funds, as reflected in the LCAP. To the extent actions/services and/or expenditures are listed in the LCAP under more than one goal, the expenditures should be counted only once.

- **Description of any use(s) of the General Fund Budget Expenditures specified above for the LCAP year not included in the LCAP:** Briefly describe expenditures included in total General Fund Expenditures that are not included in the total funds budgeted for planned actions/services for the LCAP year. (Note: The total funds budgeted for planned actions/services may include funds other than general fund expenditures.)
- **Total Projected LCFF Revenues for LCAP Year:** This amount is the total amount of LCFF funding the LEA estimates it will receive pursuant to *EC* sections 42238.02 (for school districts and charter schools) and 2574 (for county offices of education), as implemented by *EC* sections 42238.03 and 2575 for the LCAP year respectively.

Annual Update

The planned goals, expected outcomes, actions/services, and budgeted expenditures must be copied verbatim from the previous year's* approved LCAP; in addition, list the state and/or local priorities addressed by the planned goals. Minor typographical errors may be corrected.

* For example, for LCAP year 2017/18 of the 2017/18 – 2019/20 LCAP, review the goals in the 2016/17 LCAP. Moving forward, review the goals from the most recent LCAP year. For example, LCAP year 2020/21 will review goals from the 2019/20 LCAP year, which is the last year of the 2017/18 – 2019/20 LCAP.

Annual Measurable Outcomes

For each goal in the prior year, identify and review the actual measurable outcomes as compared to the expected annual measurable outcomes identified in the prior year for the goal.

Actions/Services

Identify the planned Actions/Services and the budgeted expenditures to implement these actions toward achieving the described goal. Identify the **actual** actions/services implemented to meet the described goal and the estimated actual annual expenditures to implement the actions/services. As applicable, identify any changes to the students or student groups served, or to the planned location of the actions/services provided.

Analysis

Using actual annual measurable outcome data, including data from the LCFF Evaluation Rubrics, analyze whether the planned actions/services were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions/services to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process.
- Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures. Minor variances in expenditures or a dollar-for-dollar accounting is not required.
- Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the data provided

in the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

Stakeholder Engagement

Meaningful engagement of parents, students, and other stakeholders, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. *EC* identifies the minimum consultation requirements for school districts and county offices of education as consulting with teachers, principals, administrators, other school personnel, local bargaining units of the school district, parents, and pupils in developing the LCAP. *EC* requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and pupils in developing the LCAP. In addition, *EC* Section 48985 specifies the requirements for the translation of notices, reports, statements, or records sent to a parent or guardian.

The LCAP should be shared with, and LEAs should request input from, school site-level advisory groups, as applicable (e.g., school site councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between school-site and district-level goals and actions. An LEA may incorporate or reference actions described in other plans that are being undertaken to meet specific goals.

Instructions: The stakeholder engagement process is an ongoing, annual process. The requirements for this section are the same for each year of a three-year LCAP. When developing the LCAP, enter the appropriate LCAP year, and describe the stakeholder engagement process used to develop the LCAP and Annual Update. When developing the LCAP in year 2 or year 3, enter the appropriate LCAP year and replace the previous stakeholder narrative(s) and describe the stakeholder engagement process used to develop the current year LCAP and Annual Update.

School districts and county offices of education: Describe the process used to consult with the Parent Advisory Committee, the English Learner Parent Advisory Committee, parents, students, school personnel, the LEA's local bargaining units, and the community to inform the development of the LCAP and the annual review and analysis for the indicated LCAP year.

Charter schools: Describe the process used to consult with teachers, principals, administrators, other school personnel, parents, and students to inform the development of the LCAP and the annual review and analysis for the indicated LCAP year.

Describe how the consultation process impacted the development of the LCAP and annual update for the indicated LCAP year, including the goals, actions, services, and expenditures.

Goals, Actions, and Services

LEAs must include a description of the annual goals, for all students and each LCFF identified group of students, to be achieved for each state priority as applicable to type of LEA. An LEA may also include additional local priorities. This section shall also include a description of the specific planned actions an LEA will take to meet the identified goals, and a description of the expenditures required to implement the specific actions.

School districts and county offices of education: The LCAP is a three-year plan, which is reviewed and updated annually, as required.

Charter schools: The number of years addressed in the LCAP may align with the term of the charter schools budget, typically one year, which is submitted to the school's authorizer. If year 2 and/or year 3 is not applicable, charter schools must specify as such.

New, Modified, Unchanged

As part of the LCAP development process, which includes the annual update and stakeholder engagement, indicate if the goal, identified need, related state and/or local priorities, and/or expected annual measurable outcomes for the current LCAP year or future LCAP years are modified or unchanged from the previous year's LCAP; or, specify if the goal is new.

Goal

State the goal. LEAs may number the goals using the "Goal #" box for ease of reference. A goal is a broad statement that describes the desired result to which all actions/services are directed. A goal answers the question: What is the LEA seeking to achieve?

Related State and/or Local Priorities

List the state and/or local priorities addressed by the goal. The LCAP must include goals that address each of the state priorities, as applicable to the type of LEA, and any additional local priorities; however, one goal may address multiple priorities. (Link to State Priorities)

Identified Need

Describe the needs that led to establishing the goal. The identified needs may be based on quantitative or qualitative information, including, but not limited to, results of the annual update process or performance data from the LCFF Evaluation Rubrics, as applicable.

Expected Annual Measurable Outcomes

For each LCAP year, identify the metric(s) or indicator(s) that the LEA will use to track progress toward the expected outcomes. LEAs may identify metrics for specific student groups. Include in the baseline column the most recent data associated with this metric or indicator available at the time of adoption of the LCAP for the first year of the three-year plan. The most recent data associated with a metric or indicator includes data as reported in the annual update of the LCAP year immediately preceding the three-year plan, as applicable. The baseline data shall remain unchanged throughout the three-year LCAP. In the subsequent year columns, identify the progress to be made in each year of the three-year cycle of the LCAP. Consider how expected outcomes in any given year are related to the expected outcomes for subsequent years.

The metrics may be quantitative or qualitative, but at minimum an LEA must use the applicable required metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. For the student engagement priority metrics, as applicable, LEAs must calculate the rates as described in the LCAP Template Appendix, sections (a) through (d).

Planned Actions/Services

For each action/service, the LEA must complete either the section "For Actions/Services not included as contributing to meeting Increased or Improved Services Requirement" or the section "For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement." The LEA shall not complete both sections for a single action.

For Actions/Services Not Contributing to Meeting the Increased or Improved Services Requirement

Students to be Served

The "Students to be Served" box is to be completed for all actions/services except for those which are included by the LEA as contributing to meeting the requirement to increase or improve services for unduplicated students. Indicate in this box which students will benefit from the actions/services by entering "All", "Students with Disabilities", or "Specific Student

Group(s)". If "Specific Student Group(s)" is entered, identify the specific student group(s) as appropriate.

Location(s)

Identify the location where the action/services will be provided. If the services are provided to all schools within the LEA, the LEA must identify "All Schools". If the services are provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans". Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades K-5), as appropriate.

Charter schools operating more than one site, authorized within the same charter petition, may choose to distinguish between sites by entering "Specific Schools" and identifying the site(s) where the actions/services will be provided. For charter schools operating only one site, "All Schools" and "Specific Schools" may be synonymous and, therefore, either would be appropriate. Charter schools may use either term provided they are used in a consistent manner through the LCAP.

For Actions/Services Contributing to Meeting the Increased or Improved Services Requirement:

Students to be Served

For any action/service contributing to the LEA's overall demonstration that it has increased or improved services for unduplicated students above what is provided to all students (see Demonstration of Increased or Improved Services for Unduplicated Students section, below), the LEA must identify the unduplicated student group(s) being served.

Scope of Service

For each action/service contributing to meeting the increased or improved services requirement, identify the scope of service by indicating "LEA-wide", "Schoolwide", or "Limited to Unduplicated Student Group(s)". The LEA must identify one of the following three options:

- If the action/service is being funded and provided to upgrade the entire educational program of the LEA, enter "LEA-wide."
- If the action/service is being funded and provided to upgrade the entire educational program of a particular school or schools, enter "schoolwide".
- If the action/service being funded and provided is limited to the unduplicated students identified in "Students to be Served", enter "Limited to Unduplicated Student Group(s)".

For charter schools and single-school school districts, "LEA-wide" and "Schoolwide" may be synonymous and, therefore, either would be appropriate. For charter schools operating multiple schools (determined by a unique CDS code) under a single charter, use "LEA-wide" to refer to all schools under the charter and use "Schoolwide" to refer to a single school authorized within the same charter petition. Charter schools operating a single school may use "LEA-wide" or "Schoolwide" provided these terms are used in a consistent manner through the LCAP.

Location(s)

Identify the location where the action/services will be provided. If the services are provided to all schools within the LEA, the LEA must indicate "All Schools". If the services are provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans". Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades K-5), as appropriate.

Charter schools operating more than one site, authorized within the same charter petition, may choose to distinguish between sites by entering "Specific Schools" and identify the site(s) where the actions/services will be provided. For charter schools operating only one site, "All Schools" and "Specific Schools" may be synonymous and, therefore, either would be appropriate. Charter schools may use either term provided they are used in a consistent manner through the LCAP.

Actions/Services

For each LCAP year, identify the actions to be performed and services provided to meet the described goal. Actions and services that are implemented to achieve the identified goal may be grouped together. LEAs may number the action/service using the "Action #" box for ease of reference.

New/Modified/Unchanged:

- Enter "New Action" if the action/service is being added in any of the three years of the LCAP to meet the articulated goal.
- Enter "Modified Action" if the action/service was included to meet an articulated goal and has been changed or modified in any way from the prior year description.
- Enter "Unchanged Action" if the action/service was included to meet an articulated goal and has not been changed or modified in any way from the prior year description.
    - If a planned action/service is anticipated to remain unchanged for the duration of the plan, an LEA may enter "Unchanged Action" and leave the subsequent year columns blank rather than having to copy/paste the action/service into the subsequent year columns. Budgeted expenditures may be treated in the same way as applicable.

Note: The goal from the prior year may or may not be included in the current three-year LCAP. For example, when developing year 1 of the LCAP, the goals articulated in year 3 of the preceding three-year LCAP will be from the prior year.

Charter schools may complete the LCAP to align with the term of the charter school's budget that is submitted to the school's authorizer. Accordingly, a charter school submitting a one-year budget to its authorizer may choose not to complete the year 2 and year 3 portions of the "Goals, Actions, and Services" section of the template. If year 2 and/or year 3 is not applicable, charter schools must specify as such.

Budgeted Expenditures

For each action/service, list and describe budgeted expenditures for each school year to implement these actions, including where those expenditures can be found in the LEA's budget. The LEA must reference all fund sources for each proposed expenditure. Expenditures must be classified using the California School Accounting Manual as required by *EC* sections 52061, 52067, and 47606.5.

Expenditures that are included more than once in an LCAP must be indicated as a duplicated expenditure and include a reference to the goal and action/service where the expenditure first appears in the LCAP.

If a county superintendent of schools has jurisdiction over a single school district, and chooses to complete a single LCAP, the LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted expenditures are aligned.

Demonstration of Increased or Improved Services for Unduplicated Students

This section must be completed for each LCAP year. When developing the LCAP in year 2 or year 3, copy the "Demonstration of Increased or Improved Services for Unduplicated Students" table and enter the appropriate LCAP year. Using the copy of the section, complete the section as required for the current year LCAP. Retain all prior year sections for each of the three years within the LCAP.

Estimated Supplemental and Concentration Grant Funds

Identify the amount of funds in the LCAP year calculated on the basis of the number and concentration of low income, foster youth, and English learner students as determined pursuant to *California Code of Regulations*, Title 5 (5 *CCR*) Section 15496(a)(5).

Percentage to Increase or Improve Services

Identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* Section 15496(a)(7).

Consistent with the requirements of 5 *CCR* Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. This description must address how the action(s)/service(s) limited for one or more unduplicated student group(s), and any schoolwide or districtwide action(s)/service(s) supported by the appropriate description, taken together, result in the required proportional increase or improvement in services for unduplicated pupils.

If the overall increased or improved services include any actions/services being funded and provided on a schoolwide or districtwide basis, identify each action/service and include the required descriptions supporting each action/service as follows.
For those services being provided on an LEA-wide basis:

- For school districts with an unduplicated pupil percentage of 55% or more, and for charter schools and county offices of education: Describe how these services are **principally directed to** and **effective in** meeting its goals for unduplicated pupils in the state and any local priorities.
- For school districts with an unduplicated pupil percentage of less than 55%: Describe how these services are **principally directed to** and **effective in** meeting its goals for unduplicated pupils in the state and any local priorities**.** Also describe how the services are **the most effective use of the funds to** meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience or educational theory.

For school districts only, identify in the description those services being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis:

- For schools with 40% or more enrollment of unduplicated pupils: Describe how these services are **principally directed to** and **effective in** meeting its goals for its unduplicated pupils in the state and any local priorities.

- For school districts expending funds on a schoolwide basis at a school with less than 40% enrollment of unduplicated pupils: Describe how these services are **principally directed to** and how the services are **the most effective use of the funds to** meet its goals for English learners, low income students and foster youth, in the state and any local priorities.

State Priorities

Priority 1: Basic Services addresses the degree to which:

A. Teachers in the LEA are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
B. Pupils in the school district have sufficient access to the standards-aligned instructional materials; and
C. School facilities are maintained in good repair.

Priority 2: Implementation of State Standards addresses:

A. The implementation of state board adopted academic content and performance standards for all students, which are:
    a. English Language Arts – Common Core State Standards (CCSS) for English Language Arts
    b. Mathematics – CCSS for Mathematics
    c. English Language Development (ELD)
    d. Career Technical Education
    e. Health Education Content Standards
    f. History-Social Science
    g. Model School Library Standards
    h. Physical Education Model Content Standards
    i. Next Generation Science Standards
    j. Visual and Performing Arts
    k. World Language; and
B. How the programs and services will enable English learners to access the CCSS and the ELD standards for purposes of gaining academic content knowledge and English language proficiency.

Priority 3: Parental Involvement addresses:

A. The efforts the school district makes to seek parent input in making decisions for the school district and each individual school site;
B. How the school district will promote parental participation in programs for unduplicated pupils; and
C. How the school district will promote parental participation in programs for individuals with exceptional needs.

Priority 4: Pupil Achievement as measured by all of the following, as applicable:

A. Statewide assessments;
B. The Academic Performance Index;
C. The percentage of pupils who have successfully completed courses that satisfy University of California (UC) or California State University (CSU) entrance requirements, or programs of study that align with state board approved career technical educational standards and framework;
D. The percentage of English learner pupils who make progress toward English proficiency as measured by the California English Language Development Test (CELDT);
E. The English learner reclassification rate;
F. The percentage of pupils who have passed an advanced placement examination with a score of 3 or higher; and
G. The percentage of pupils who participate in, and demonstrate college preparedness pursuant to, the Early Assessment Program, or any subsequent assessment of college preparedness.

Priority 5: Pupil Engagement as measured by all of the following, as applicable:

A. School attendance rates;
B. Chronic absenteeism rates;
C. Middle school dropout rates;
D. High school dropout rates; and
E. High school graduation rates;

Priority 6: School Climate as measured by all of the following, as applicable:

A. Pupil suspension rates;
B. Pupil expulsion rates; and
C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness.

Priority 7: Course Access addresses the extent to which pupils have access to and are enrolled in:

A. S broad course of study including courses described under *EC* sections 51210 and 51220(a)-(i), as applicable;
B. Programs and services developed and provided to unduplicated pupils; and
C. Programs and services developed and provided to individuals with exceptional needs.

Priority 8: Pupil Outcomes addresses pupil outcomes, if available, for courses described under *EC* sections 51210 and 51220(a)-(i), as applicable.

Priority 9: Coordination of Instruction of Expelled Pupils (COE Only) addresses how the county superintendent of schools will coordinate instruction of expelled pupils.

Priority 10. Coordination of Services for Foster Youth (COE Only) addresses how the county superintendent of schools will coordinate services for foster children, including:

A. Working with the county child welfare agency to minimize changes in school placement
B. Providing education-related information to the county child welfare agency to assist in the delivery of services to foster children, including educational status and progress information that is required to be included in court reports;
C. Responding to requests from the juvenile court for information and working with the juvenile court to ensure the delivery and coordination of necessary educational services; and
D. Establishing a mechanism for the efficient expeditious transfer of health and education records and the health and education passport.

Local Priorities address:

A. Local priority goals; and
B. Methods for measuring progress toward local goals.

APPENDIX A: PRIORITIES 5 AND 6 RATE CALCULATION INSTRUCTIONS

For the purposes of completing the LCAP in reference to the state priorities under *EC* sections 52060 and 52066, as applicable to type of LEA, the following shall apply:

(a) "Chronic absenteeism rate" shall be calculated as follows:
  (1) The number of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30) who are chronically absent where "chronic absentee" means a pupil who is absent 10 percent or more of the schooldays in the school year when the total number of days a pupil is absent is divided by the total number of days the pupil is enrolled and school was actually taught in the total number of days the pupil is enrolled and school was actually taught in the regular day schools of the district, exclusive of Saturdays and Sundays.
  (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
  (3) Divide (1) by (2).

(b) "Middle School dropout rate" shall be calculated as set forth in 5 *CCR* Section 1039.1.

(c) "High school dropout rate" shall be calculated as follows:
  (1) The number of cohort members who dropout by the end of year 4 in the cohort where "cohort" is defined as the number of first-time grade 9 pupils in year 1 (starting cohort) plus pupils who transfer in, minus pupils who transfer out, emigrate, or die during school years 1, 2, 3, and 4.
  (2) The total number of cohort members.
  (3) Divide (1) by (2).

(d) "High school graduation rate" shall be calculated as follows:
  (1) The number of cohort members who earned a regular high school diploma [or earned an adult education high school diploma or passed the California High School Proficiency Exam] by the end of year 4 in the cohort where "cohort" is defined as the number of first-time grade 9 pupils in year 1 (starting cohort) plus pupils who transfer in, minus pupils who transfer out, emigrate, or die during school years 1, 2, 3, and 4.
  (2) The total number of cohort members.
  (3) Divide (1) by (2).

(e) "Suspension rate" shall be calculated as follows:
  (1) The unduplicated count of pupils involved in one or more incidents for which the pupil was suspended during the academic year (July 1 – June 30).
  (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
  (3) Divide (1) by (2).

(f) "Expulsion rate" shall be calculated as follows:
  (1) The unduplicated count of pupils involved in one or more incidents for which the pupil was expelled during the academic year (July 1 – June 30).
  (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
  (3) Divide (1) by (2).

NOTE: Authority cited: Sections 42238.07 and 52064, *Education Code*. Reference: Sections 2574, 2575, 42238.01, 42238.02, 42238.03, 42238.07, 47605, 47605.6, 47606.5, 48926, 52052, 52060, 52061, 52062, 52063, 52064, 52066, 52067, 52068, 52069, 52070, 52070.5, and 64001,; 20 U.S.C. Sections 6312 and 6314.

APPENDIX B: GUIDING QUESTIONS

Guiding Questions: Annual Review and Analysis

1) How have the actions/services addressed the needs of all pupils and did the provisions of those services result in the desired outcomes?
2) How have the actions/services addressed the needs of all subgroups of pupils identified pursuant to *EC* Section 52052, including, but not limited to, English learners, low-income pupils, and foster youth; and did the provision of those actions/services result in the desired outcomes?
3) How have the actions/services addressed the identified needs and goals of specific school sites and were these actions/services effective in achieving the desired outcomes?
4) What information (e.g., quantitative and qualitative data/metrics) was examined to review progress toward goals in the annual update?
5) What progress has been achieved toward the goal and expected measurable outcome(s)? How effective were the actions and services in making progress toward the goal? What changes to goals, actions, services, and expenditures are being made in the LCAP as a result of the review of progress and assessment of the effectiveness of the actions and services?
6) What differences are there between budgeted expenditures and estimated actual annual expenditures? What were the reasons for any differences?

Guiding Questions: Stakeholder Engagement

1) How have applicable stakeholders (e.g., parents and pupils, including parents of unduplicated pupils and unduplicated pupils identified in *EC* Section 42238.01; community members; local bargaining units; LEA personnel; county child welfare agencies; county office of education foster youth services programs, court-appointed special advocates, and other foster youth stakeholders; community organizations representing English learners; and others as appropriate) been engaged and involved in developing, reviewing, and supporting implementation of the LCAP?
2) How have stakeholders been included in the LEA's process in a timely manner to allow for engagement in the development of the LCAP?
3) What information (e.g., quantitative and qualitative data/metrics) was made available to stakeholders related to the state priorities and used by the LEA to inform the LCAP goal setting process? How was the information made available?
4) What changes, if any, were made in the LCAP prior to adoption as a result of written comments or other feedback received by the LEA through any of the LEA's engagement processes?
5) What specific actions were taken to meet statutory requirements for stakeholder engagement pursuant to *EC* sections 52062, 52068, or 47606.5, as applicable, including engagement with representatives of parents and guardians of pupils identified in *EC* Section 42238.01?
6) What specific actions were taken to consult with pupils to meet the requirements 5 *CCR* Section 15495(a)?

7) How has stakeholder involvement been continued and supported? How has the involvement of these stakeholders supported improved outcomes for pupils, including unduplicated pupils, related to the state priorities?

Guiding Questions: Goals, Actions, and Services

1) What are the LEA's goal(s) to address state priorities related to "Conditions of Learning": Basic Services (Priority 1), the Implementation of State Standards (Priority 2), and Course Access (Priority 7)?
2) What are the LEA's goal(s) to address state priorities related to "Pupil Outcomes": Pupil Achievement (Priority 4), Pupil Outcomes (Priority 8), Coordination of Instruction of Expelled Pupils (Priority 9 – COE Only), and Coordination of Services for Foster Youth (Priority 10 – COE Only)?
3) What are the LEA's goal(s) to address state priorities related to parent and pupil "Engagement": Parental Involvement (Priority 3), Pupil Engagement (Priority 5), and School Climate (Priority 6)?
4) What are the LEA's goal(s) to address any locally-identified priorities?
5) How have the unique needs of individual school sites been evaluated to inform the development of meaningful district and/or individual school site goals (e.g., input from site level advisory groups, staff, parents, community, pupils; review of school level plans; in-depth school level data analysis, etc.)?
6) What are the unique goals for unduplicated pupils as defined in *EC* Section 42238.01 and groups as defined in *EC* Section 52052 that are different from the LEA's goals for all pupils?
7) What are the specific expected measurable outcomes associated with each of the goals annually and over the term of the LCAP?
8) What information (e.g., quantitative and qualitative data/metrics) was considered/reviewed to develop goals to address each state or local priority?
9) What information was considered/reviewed for individual school sites?
10) What information was considered/reviewed for subgroups identified in *EC* Section 52052?
11) What actions/services will be provided to all pupils, to subgroups of pupils identified pursuant to *EC* Section 52052, to specific school sites, to English learners, to low-income pupils, and/or to foster youth to achieve goals identified in the LCAP?
12) How do these actions/services link to identified goals and expected measurable outcomes?
13) What expenditures support changes to actions/services as a result of the goal identified? Where can these expenditures be found in the LEA's budget?

Prepared by the California Department of Education, October 2016

LCAP Expenditure Summary

Total Expenditures by Funding Source						
Funding Source	**2017-18 Annual Update Budgeted**	**2017-18 Annual Update Actual**	**2017-18**	**2018-19**	**2019-20**	**2017-18 through 2019-20 Total**
All Funding Sources	711,383.00	551,125.00	715,383.00	1,881,029.00	1,896,869.00	4,493,281.00
Base	0.00	489,500.00	552,028.00	583,544.00	591,837.00	1,727,409.00
Concentration	552,028.00	19,625.00	67,375.00	0.00	0.00	67,375.00
Other	63,375.00	25,000.00	25,000.00	30,790.00	30,790.00	86,580.00
Supplemental	25,000.00	7,000.00	0.00	1,192,996.00	1,198,422.00	2,391,418.00
Title I	0.00	10,000.00	70,980.00	73,699.00	75,820.00	220,499.00
	70,980.00					

* Totals based on expenditure amounts in goal and annual update sections.

Total Expenditures by Object Type						
Object Type	**2017-18 Annual Update Budgeted**	**2017-18 Annual Update Actual**	**2017-18**	**2018-19**	**2019-20**	**2017-18 through 2019-20 Total**
All Expenditure Types	711,383.00	551,125.00	715,383.00	1,881,029.00	1,896,869.00	4,493,281.00
1000-1999: Certificated Personnel Salaries	0.00	201,125.00	461,955.00	936,828.00	945,652.00	2,344,435.00
2000-2999: Classified Personnel Salaries	459,955.00	220,000.00	62,060.00	173,516.00	178,411.00	413,987.00
4000-4999: Books And Supplies	62,060.00	28,500.00	30,500.00	103,663.00	103,663.00	237,826.00
5000-5999: Services And Other Operating Expenditures	28,500.00	95,500.00	154,868.00	335,646.00	337,767.00	828,281.00
5800: Professional/Consulting Services And Operating Expenditures	154,868.00	6,000.00	6,000.00	331,376.00	331,376.00	668,752.00
	6,000.00					

* Totals based on expenditure amounts in goal and annual update sections.

Total Expenditures by Object Type and Funding Source							
Object Type	**Funding Source**	**2017-18 Annual Update Budgeted**	**2017-18 Annual Update Actual**	**2017-18**	**2018-19**	**2019-20**	**2017-18 through 2019-20 Total**
All Expenditure Types	All Funding Sources	711,383.00	551,125.00	715,383.00	1,881,029.00	1,896,869.00	4,493,281.00
1000-1999: Certificated Personnel Salaries	Base	0.00	187,000.00	409,080.00	466,202.00	473,026.00	1,348,308.00
1000-1999: Certificated Personnel Salaries	Concentration	409,080.00	14,125.00	52,875.00	0.00	0.00	52,875.00
1000-1999: Certificated Personnel Salaries	Supplemental	50,875.00	0.00	0.00	470,626.00	472,626.00	943,252.00
2000-2999: Classified Personnel Salaries	Base	0.00	220,000.00	62,060.00	63,942.00	65,411.00	191,413.00
2000-2999: Classified Personnel Salaries	Supplemental	62,060.00	0.00	0.00	109,574.00	113,000.00	222,574.00
4000-4999: Books And Supplies	Base	0.00	27,000.00	27,000.00	25,000.00	25,000.00	77,000.00
4000-4999: Books And Supplies	Concentration	27,000.00	0.00	3,000.00	0.00	0.00	3,000.00
4000-4999: Books And Supplies	Supplemental	1,000.00	1,000.00	0.00	78,163.00	78,163.00	156,326.00
4000-4999: Books And Supplies	Title I	0.00	500.00	500.00	500.00	500.00	1,500.00
5000-5999: Services And Other Operating Expenditures	Base	500.00	55,500.00	53,888.00	28,400.00	28,400.00	110,688.00
5000-5999: Services And Other Operating Expenditures	Concentration	53,888.00	5,500.00	5,500.00	0.00	0.00	5,500.00
5000-5999: Services And Other Operating Expenditures	Other	5,500.00	25,000.00	25,000.00	30,790.00	30,790.00	86,580.00
5000-5999: Services And Other Operating Expenditures	Supplemental	25,000.00	0.00	0.00	203,257.00	203,257.00	406,514.00
5000-5999: Services And Other Operating Expenditures	Title I	0.00	9,500.00	70,480.00	73,199.00	75,320.00	218,999.00
5800: Professional/Consulting Services And Operating Expenditures	Concentration	70,480.00	0.00	6,000.00	0.00	0.00	6,000.00
5800: Professional/Consulting Services And Operating Expenditures	Supplemental	6,000.00	6,000.00	0.00	331,376.00	331,376.00	662,752.00

* Totals based on expenditure amounts in goal and annual update sections.

Total Expenditures by Goal						
Goal	**2017-18 Annual Update Budgeted**	**2017-18 Annual Update Actual**	**2017-18**	**2018-19**	**2019-20**	**2017-18 through 2019-20 Total**
Goal 1	281,875.00	213,525.00	281,875.00	443,949.00	452,221.00	1,178,045.00
Goal 2	130,500.00	31,500.00	134,500.00	223,210.00	223,210.00	580,920.00
Goal 3	209,028.00	227,100.00	209,028.00	1,058,811.00	1,064,258.00	2,332,097.00
Goal 4	89,980.00	79,000.00	89,980.00	155,059.00	157,180.00	402,219.00

* Totals based on expenditure amounts in goal and annual update sections.

Latino College Preparatory Academy (LCPA)
Charter Petition Renewal

Appendix 12: Local Control Accountability Plan (LCAP)

COVID-19 Operations Written Report

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone	Date of Adoption
Latino College Preparatory Academy (LCPA)	Martin E. Farfan, Director of Strategic Planning and Operations	Email: mfarfan@tfhe.org Phone: (562) 457-9481	June 10, 2020

Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of the changes your LEA has put in place.

LEAs are strongly encouraged to provide descriptions that do not exceed 300 words.

Provide an overview explaining the changes to program offerings that the LEA has made in response to school closures to address the COVID-19 emergency and the major impacts of the closures on students and families.
Although Latino College Preparatory Academy (LCPA) was faced with unprecedented challenges during these COVID-19 times, the LCPA staff was flexible and committed to students. All remote learning and technology plans met the diverse needs of the community. Overall, LCPA was able to smoothly transition into remote learning since 100% of students already had Chromebooks that The Foundation for Hispanic Education (TFHE) provided as part of the curriculum. LCPA was able to provide hotspots to students that needed them in a timely manner. Teachers and students were previously familiar with Google Classroom and other Google communication tools utilized by the schools, which facilitated the process of students and parents connecting with teachers and administrators online and via phone.

Teachers were provided lesson planning training for remote learning and for utilizing technology to best meet the needs of all students (EL, SPED, AP, Social/Emotional, etc.). In addition, teachers were issued a remote learning lesson planning template to support their transition to remote learning in a uniform manner. Lesson plans were collected on a weekly basis and teachers received timely feedback and support on a weekly basis to ensure that the needs of all students, including

English Learners, students with special needs, social/emotional needs, and advanced learning needs were being met. Teacher feedback was collected on a weekly basis and used to adjust and refine remote learning.

As part of its comprehensive approach, LCPA still ensured that student, family, and community-centered events and activities continued. LCPA had continued to provide intervention services, counseling, advisory, mental health services and support, ELD services and support, and SPED services (occupational therapy, speech pathology, etc). LCPA also held various parent workshops, meetings with the Community Engagement/Parent Coordinator and Principal (Cafecitos), SELPA town Hall, senior sendoff caravan, senior decision day, meal distributions, and a virtual graduation.

Provide a description of how the LEA is meeting the needs of its English Learners, foster youth, and low-income students.

For meeting the needs of English learners, foster youth, and low-income students, Latino College Preparatory Academy (LCPA) Administration and The Foundation for Hispanic Education's (TFHE) Director of Curriculum and Instruction reviewed weekly lesson plans together to ensure that the lesson plans met state standards and objectives and included specific support necessary to address the needs of its diverse student population, including English Language Learners (ELL), foster youth, and others. Timely feedback was provided to ensure that necessary modifications to lessons were made prior to lesson delivery.

In addition, Teachers were provided professional development around lesson planning for remote learning and on how to utilize technology in support of student learning. Teachers were also provided two versions of a lesson planning template that made it essential for differentiation (scaffolds, modeling, visuals, language practice opportunities, sentence frames, etc) and accommodations to be included in the lesson plan and provided to students. The lesson planning templates required that teachers address the needs of ELLs, students with special needs, advanced needs, and who traditionally struggle. Teachers that needed further support with addressing student language and/or other academic needs were provided additional one-on-one coaching/support across content areas and a Teacher Hub Site was developed for teachers to access resources to support instruction.

Within the remote learning schedule, time was allotted for teachers to further address the needs of students through providing small group and/or one-to-one instruction for ELL's, students with special needs, and students who data

demonstrated were academically struggling. Each week (Monday through Friday) a total of 295 minutes per week were provided to meet this need. Teachers were also expected to provide recorded sessions for students to access for the purposes of review and enhancing comprehension. In addition, the teaching staff was also available for check-ins and direct support to all students seeking additional engagement.

Provide a description of the steps that have been taken by the LEA to continue delivering high-quality distance learning opportunities.

LCPA teachers were engaged in a week-long professional development session prior to the official start of remote learning focused on utilizing technology to support student learning during Remote Learning (utilizing Castify, Google Meets, Google Classrooms, etc.) and to support their transition to remote instruction. All teachers participated in the following training led by the Director of Curriculum & Instruction and the Director of Data & Information Systems: Remote Learning Plan (March 31, 2020), Remote Learning Tools (March 31, 2020), and Remote Learning Lesson Planning (By department April 1 - April 3). Ongoing teacher support was available through the Remote Learning Hub and through individual or small group coaching.

Teachers were offered support in the areas of Lesson Planning and Technology. Once remote learning commenced on Monday, April 6, 2020, LCPA teachers had designated time each Friday afternoon to collaborate with their colleagues online and prepare for the following week. School site Principals in collaboration with the Director of Curriculum & Instruction collected remote learning feedback weekly from teachers, students, and parents in order to address student, parent, and teacher needs and make the necessary adjustments in a timely manner. Teachers had an opportunity to develop and offer students further support as needed as information was shared with them during weekly staff meetings. Student logs were also kept that allowed for School site administrators to monitor progress and see specific needs.

100% of LCPA students were issued a Chromebook and charger, including wi-fi Hotspots to ensure connectivity. School-Wide standardized the use of Google Classroom, including Google Meet, to provide delivery of content and to teacher/student learning spaces. A school schedule was developed and followed for the 8-week period, which included designated Instruction Time and Office Hours.

Provide a description of the steps that have been taken by the LEA to provide school meals while maintaining social distancing practices.

Individual student lunches were provided at neighboring school sites in collaboration with East Side Union High School District (ESUHSD), LCPA's school authorizer. These lunch distributions were announced by the Community Engagement/ Parent Coordinator Team and distributed off-campus. Moreover, LCPA collaborated with food vendor Better 4 You Meals to offer student meals on its site during remote learning at the standard lunchtime listed in the 2019-2020 bell schedule.

In addition, LCPA made conscious efforts to support socioeconomically disadvantaged families in collaboration with community agencies such as Second Harvest Food Bank and Loaves & Fishes, both of Silicon Valley. LCPA advertised their food distribution schedule for the week on their Parent/Student Newsletter, on the LCPA school website calendar, and through a mass group text and a phone call from their Community Engagement/Parent Coordinator. Other local efforts included partnerships with Trader Joes and Peninsula Food Bank to offer organic food to families in need of additional resources as donations were presented to school administration. All distribution efforts were made in compliance with social distancing standards and shelter-in-place orders.

Provide a description of the steps that have been taken by the LEA to arrange for the supervision of students during ordinary school hours.

LCPA provided supervision of students through communication with the teaching staff, office manager, Parent Coordinator, and the Student Service Director. LCPA maintained an updated spreadsheet that documented each phone call to families regarding remote learning attendance, academic intervention, and social-emotional/mental health issues. Teachers and support staff also logged contact made with students within Powerschool.

Monitoring tools such as GoGuardian were also made available for safe digital learning with school-issued Chromebooks during school hours, while internet use policies were re-distributed. Go Guardian monitors student accounts and flags inappropriate/restricted websites. The school site Principal followed up with parents/guardians and students regarding

inappropriate websites. Each LCPA Team member was provided specific roles in contacting families, documenting, and following through with a plan of action to best support the student.

Latino College Preparatory Academy (LCPA)
Charter Petition Renewal

Appendix 13: COVID-19 Operations
Written Report

Latino College Preparatory Academy (LCPA)

The Foundation for Hispanic Education (TFHE) Schools

Learning Continuity and Attendance Plan Template (2020–21)

The instructions for completing the Learning Continuity and Attendance Plan is available at https://www.cde.ca.gov/re/lc/documents/lrngcntntyatndncpln-instructions.docx.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Latino College Preparatory Academy (LCPA)	Martin E. Farfan Director of Compliance and Equity	Email: mfarfan@tfhe.org Phone: (408) 585-5022 Ext. 1039

General Information

[A description of the impact the COVID-19 pandemic has had on the LEA and its community.]

Latino College Preparatory Academy (LCPA) is a school site operated by The Foundation for Hispanic Education (TFHE) and authorized by East Side Union High School District (ESUHSD) to approximately 415 students annually in East San Jose, CA. The objective of the Latino College Preparatory Academy's (LCPA) is to provide a rigorous academic program designed to instill a lifelong passion for learning and to equip students with the skills for social and academic success at community colleges and four-year universities. Through an emphasis on visual and performing arts, digital media and culturally sustaining pedagogy, LCPA graduates empowered young adults who are poised, confident, and articulate leaders. The Latino College Preparatory Academy (LCPA) contributes positive change in East San Jose by providing young English Language Learners with a lifelong love of learning and developing poised and confident leaders who are committed to serving their community. By developing partnerships with community-based organizations, non-profit organizations, local elementary and middle schools, and local businesses, LCPA strives to provide students with the opportunities to apply their classroom learning to fieldwork experience.

The Foundation for Hispanic Education (TFHE) was established in 1981 as a product of the late Dr. B. Roberto Cruz's vision of providing quality education and support for all underserved learners, with a focus on Latino students and all levels of learners. With committed instructional and support staff members, TFHE now serves over 1,050 students from the community neighborhoods of Mayfair, Mt. Pleasant, Sylvandale, Santee, Alum Rock, other neighborhoods in East San Jose, and communities across Santa Clara County and beyond. TFHE operates three charter high schools of Luis Valdez Leadership Academy (LVLA), B. Roberto Cruz Leadership Academy (RCLA), and Latino College Preparatory Academy (LCPA). Committed to its mission to identify, understand, and address the Latino education achievement gap through innovation and collaboration, TFHE continually funds and provides resources to support regional initiatives that are innovating and tackling some of the most pressing educational issues facing underrepresented communities. Over 1,000 TFHE students have gone on to attend four-year and two-year academic institutions and become change agents in their local community.

Over the course of the pandemic, Latino College Preparatory Academy (LCPA) has worked to act in a responsive manner to maintain continuity in instruction, special accommodations, and essential programming. In conjunction with its oversight and administrative support organization of The Foundation for Hispanic Education (TFHE), LCPA has complied with regulations received by local and state authorities to deliver required services and pressing updates to its students and families. Planning efforts have included crafting protocol for distance/remote learning, special education services, social/emotional support, site safety measures, material distribution efforts, technology access, and

regular nutrition accommodations. LCPA and TFHE are committed to ensuring that each student and family continues to experience an engaging educational and developmental experience at their school site. During this period, the local educational agency (LEA) has remained steadfast in implementing required regulations and practices as guided by Santa Clara County Office of Education (SCCOE), California Department of Education, Santa Clara County Department of Public Health (DPH), the Center for Disease Control and Prevention (CDC), and other agencies.

The COVID-19 pandemic has had significant impacts in the school site operations of The Foundation for Hispanic Education (TFHE) school sites with school site closures effective as of Monday, March 16, 2020. The closure was transmitted in mass communication from LCPA to its students, families, faculty, staff, and community members in English and Spanish. All instruction pivoted from in-person hosting to remote/distance learning as implemented by TFHE Teaching & Learning Team. The team's overarching objective in this effort was to maintain a comprehensive high school schedule for each set of students with consistent attendance to mitigate learning loss. A particular emphasis was placed on creating supportive systems and practices for English Learners, Special Education students, Foster Youth, Homeless Youth, and Low-Income pupils with accompanying investment from the school site. TFHE's Department of Student Services continued to provide mental health services via the Social Emotional and Academic Services (SEAS) program. With a very lively and inviting school site culture, communication with parents was also prioritized with weekly check-ins via direct phone calls, issuing surveys through Google Forms to determine families in need, hosting Cafecitos/Town Halls for parents monthly, and offering timely information for partner workshops/resources. In the interest of student and staff safety, all extracurricular non-instructional activities were continued remotely or suspended until further notice, as the school site only became accessible for instructional resources and emergency response efforts.

Moreover, consistent with the Governor's Executive Order N-33-20, Essential Services Staff were identified to maintain continuity in and access to Minimum Basic Operations. This team consisted of three staff members from LCPA and eight staff members from TFHE operating following the Shelter in Place communicated as effective from mid-March 2020 to May 31, 2020. Departments identified to offer critical support included Administration, Operations/Facilities, Security, Registrar, Compliance, and Student Services. These key functions included a central planning team, facilities staff for sterilization, site security/triage, voluntary distribution members, registrar functions, and select vendors. Partnerships with food bank organizations Second Harvest Food Bank and Loaves & Fishes were also expanded, while nutrition services were provided by food operator Better 4 You Meals for all students and individuals under 18 years of age. All highlighted services will continue to be provided through the LCPA Administration, Faculty, and Support Staff through the 2020-2021 academic year, while the school community transitions into a phased return approach as led by TFHE's Administration and identified Essential Services Staff.

Communication will continue to be offered in English and Spanish to all stakeholders in the process of planning for Hybrid efforts starting with students requiring special accommodations. To date, policies passed include a Return to Worksite Policy, Facemask Covering Policy, Social Distancing Protocol, COVID-19 Site Measures, and a Non-Instructional Reopening Guide. For accessibility, all passed policies and reference materials are downloadable at the following webpage: https://www.tfhe.org/apps/pages/otherpolicies.

Stakeholder Engagement

[A description of the efforts made to solicit stakeholder feedback.]

During the course of the pandemic, LCPA has communicated out all instructional, health, food security, technology, compliance, and virtual event updates through several effective, streamlined systems of outreach. The official methods used for instructional and non-instructional items included Google Classroom, Google Sites, OneCallNow (phone calls, mass texting), school websites, social media, and student emails.

A COVID-19 Update Page and Frequently Asked Questions (FAQ) section of the website was also created with regular additions, including but not limited to surveys, informational presentations key community resources, and adopted COVID-19 based policies.

As part of its efforts to maintain continuity and predictability for students and families, these same methods will be utilized to communicate any finalized plans, developments, and updates to the operating state of each school site. A group of TFHE Administrators and School Site Principals will be the sole authors, editors, and distributors of all messages to the general public to ensure accuracy. In addition, parents have been engaged in three COVID-19 Reopening Survey efforts taking place in June, August, and September 2020 through the Operations and Compliance Departments with questions pertaining to lead time required prior to school site return, areas of concern for health and safety, remote learning versus in-person learning accommodations, and frequency of in-person service delivery preferred. Moreover, updates have been communicated via monthly Cafecitos at each TFHE school site taking place in May 2020, June 2020 (yearend), August 2020, and September 2020. Staff members have received the same level of insight and consistent messaging with updates through professional development sessions and mass messages sent to all TFHE email users.

During the week of September 21, 2020, TFHE and LCPA hosted LCAP Town Hall Meetings with two sessions taking place on Thursday, September 24th and Friday, September 25th. The one-hour plus meetings consisted of LCPA and TFHE's Compliance Department delivering all protocol measures for essential services and prospective reopening measures in English and Spanish. Proposed LCAP areas of funding were also discussed in detail subsequent to the Learning Continuity and Attendance Plan (LCAP) draft approval at the September 2020 Quarterly TFHE Board of Trustees Meeting. A Public Comment period was held in which parents and/or students were provided three minutes each to speak and have their feedback recorded for plan incorporation. In total, the meetings aggregated six responses with clarification questions and a request for more information on a reopening date. The most pressing feedback and requests were for students to continually have access to curriculum remotely, as well as urges for COVID-19 Site Measures to be robust upon reopening with a clear outlining the courses of action on each school campus (i.e., start of day – drop-off, classroom/instructional time, end of day – pick-up). The 45 families in attendance received access to the presentation in English and Spanish, a re-send of the COVID-19 Reopening Survey, and access to all COVID-19 protocol passed thus far.

For the remainder of the 2020-2021 academic year, all TFHE school sites (including LCPA) will collect feedback through pre-scheduled standing surveys issued, as well as with monthly School Site Council (SSC) and English Learner Advisory (ELAC) Meetings. For more directed and individualized needs to be met for future LCAP efforts, regular meetings will be held on meeting the needs of Foster Youth, Low-Income Students, English Learners separately (in addition to general meetings) for very specific action plans and investment areas to be identified by the participating school community members.

[A description of the options provided for remote participation in public meetings and public hearings.]

All communication sent to current TFHE students, parents, community members, and distribution lists are warehoused for review and records purposes. In compliance with the Ralph M. Brown Act and other public meeting guidelines, virtual access has been and will continue to be maintained for the TFHE Board of Trustee Meetings, School Site Council (SSC) Meetings, and LCAP Meetings with all messaging and posting standards. TFHE Board of Trustees Meetings are Quarterly (as well as including select Special Meetings), School Site Council Meetings are monthly, and LCAP Meetings/Town Halls take place as mandated by the California Department of Education (CDE). Public hearings and other public meetings adhere to the 72-hour notice posting requirements, while Special Meetings are publicly posted at least 24 hours in advance. Members of the public seeking to participate. Details for each meeting are available at the TFHE website and also able to be sent for phone-in conferencing upon request from participating members.

Upon request, translation services are available through the TFHE Department of Compliance at mfarfan@tfhe.org with real-time services available. Other non-mandated meetings accessible to students and parents include monthly Cafecito meetings with School Site Principals, Back to School Nights, and supervised virtual events. Prior to any recording taking place, all attendees are notified in order to receive disclosure as it is their right. It is the intent and priority of LCPA and TFHE schools to provide students and families as well as the general public with access to attendance and all information discussed at public hearings and public meetings.

All comments gathered to-date have been collected to inform Frequently Asked Question (FAQ) website additions and incorporation into plans to phase into a transitioned approach. The progression of the return is from remote/distance learning to hybrid instruction (remote/distance learning and in-person with a portion of the week consisting in-person instruction) and followed by full reopening. Following phased reopening takes place in a Hybrid mode, stakeholder engagement will continue as organized by TFHE Administration, the Department of Compliance, and Community Outreach Liaison to address concerns, as well as understanding any new needs from a student and family perspective.

[A summary of the feedback provided by specific stakeholder groups.]

In the COVID-19 Reopening Survey efforts, stakeholders (students and parents) were provided with the following questions in English and Spanish in the 2019-2020 academic year, as well as in the initial months of the 2020-2021 academic year:

Please rate your experience with Remote Learning during the last weeks of school.

-Video instruction – Fair to Great

-Amount of homework – Fair to Great

-Workspace for your student at home – Mix of Great and Fair

-Teacher support (Great/Fair/Poor) – Great

-School office support – Fair

-Technology support – Great

-Access to internet (Great/Fair/Poor) – Great

-Communication with schools (Great/Fair/Poor) – Fair to Great

-Student's motivation level (Great/Fair/Poor) – Fair

For COVID-19 updates, what is your preferred method of communication?

-Email (56.8%)

-OneCallNow (Text Message and Canned Call) (51.4%)

-Newsletter (24.3%)

-Other (2.7%)

How often would you like to receive COVID-19 updates going forward?

-Twice per week (21.6%)

-Once per week (43.2%)

-Only when necessary and as-needed (35.1%)

Please answer the following statement: "Once TFHE schools reopens in accordance with local and state approval, my student(s) will return to the site for instruction immediately."

-Strongly Agree (13.5%)

-Agree (45.9%)

-Disagree (27%)

-Strongly Disagree (13.5%)

At this time, what are your primary concerns for reopening school sites? (Select Multiple)

-New Procedures and Protocol (78.4%)

-Schedule Adjustments (24.3%)

-Other – Comment Box Option (16.7%) – Health and Site Preparations

Assuming all guidelines for reopening of schools are met, how would you prefer for your child to attend school in 2020-2021?

-Face to Face instruction on campus (if permitted by health guidelines) (36.4%)

-A combination of Face to Face on-campus instruction and Remote Learning (Hybrid) (26.1%)

-Remote Learning from home full-time (if permitted by East Union High School District) (37.5%)

How much notice would your family need prior to returning to school?

-One – Two Weeks (38.5%)

-Three – Four Weeks (23.1%)

-More than One Month (38.5%)

What would your student's primary method of transportation be?

-Driving (Self) (8.1%)

-Drop-off by Guardian (59.5%)

-Public Transportation (21.6%)

-Walking (27%)

The aggregated results from these survey efforts were in excess of 400 total respondents out of approximately 1,000 students across all TFHE school sites (40%). Future goals will be to activate engagement to a rate of at least 50% of all students and parents with respondents participating in surveys, public engagement meetings, Cafecitos, newsletter review, one-to-one check-ins with the Community Outreach Liaison or School Site Principal, and general feedback forms. Staff will continue to be briefed on results through professional development.

[A description of the aspects of the Learning Continuity and Attendance Plan that were influenced by specific stakeholder input.]

With over 400 respondents across surveying efforts, TFHE Schools (including LCPA) ensured to integrate the reopening priorities vocalized by parents, in addition to maintaining frequent communication to maintain the integrity of a collaborative process. As a result, parents requested for the messaging of new direction to be provided once per week via email and OneCallNow with a strong emphasis on investing in campus site measures, health/safety guidelines, and student support services. Additionally, with an expressed need for greater bandwidth to provide office-related support and directed, one-to-one communication, TFHE also proceeded with greater expansion of the community outreach team and resource distribution efforts available with flexible access hours identified.

In addition to these measures taken, the traditional Local Control and Accountability Plan (LCAP) for all school sites shaped the investment in the digitized curriculum across all offered subjects. A continual goal for student achievement has been A – G completion, college readiness, and preparations for the Smarter Balanced Assessment Consortium (SBAC) assessments in English Language Arts and Mathematics. In meetings with the stakeholder community, all parties remained supportive of these measures, in addition to maintaining strong Advanced Placement (AP) offerings and career readiness exposure.

Continuity of Learning

In-Person Instructional Offerings

[A description of the actions the LEA will take to offer classroom-based instruction whenever possible, particularly for students who have experienced significant learning loss due to school closures in the 2019–2020 school year or are at a greater risk of experiencing learning loss due to future school closures.]

The Foundation for Hispanic Education (TFHE) school sites began the academic year fully remote with special accommodations available for students in need and schedules submitted to authorizer East Side Union High School District (ESUHSD) for approval. In the wake of the global pandemic, TFHE designated a group of Essential Service Team Members to carry on Minimum Basic Operations for the school sites as permitted by Executive Order N-33-20 issued by Governor Gavin Newsom. Accordingly, select departments and capacities consistent with this public order and those of the Santa Clara County Public Health Department's Shelter in Place Order continue to operate on-site with the

expressed written consent of the organization. This authorization is to provide continuity in operations as authorized by the Santa Clara County Office of Education in support of remote/distance learning, technological accommodations, and campus security.

While remote learning with synchronous and asynchronous instruction has been the primary method of instructional delivery, all designated Essential Service Team Members have remained on site. This determination is also subject to any other public orders released and will not exceed ten individuals per school site. All Center for Disease Control and Prevention (CDC) measures are being followed for such identified staff members. In addition to the Essential Services Team listed, the Operations/Facilities Department will continue to operate on-site and be responsible for the day-to-day maintenance of all three school sites. Duties include, but are not limited to, cleaning instructional spaces and common areas, completing deferred maintenance, coordinating vendor tasks, and other key items.

The required functions required in line with COVID-19 measures are full sterilization of instructional spaces (daily), ongoing cleaning of common spaces (hourly), and assisting with employing new nutrition requirements. Third-party vendors will also work with the Operations/Facilities Department on a schedule to be determined to deep clean high-traffic areas in maintaining a safe site. To adequately follow the aforementioned guidelines, investment is being made by TFHE and its school sites for sterilization and safety equipment, personal protective equipment (PPE), and adequate site directional signage.

Sterilization and Safety Equipment: All sterilization and safety equipment is being purchased through previous Operations/Facilities vendors such as SupplyWorks, Moreno's & Associates Services, CINTAS, and in-house janitorial staff. Demand requires a daily deep clean of instructional space, corridor, and common space.

Included Sterilization and Safety Supplies: Cordless electro-spraying backpack for each school site with its corresponding disinfectant solution. Seek-Scan installation for temperature testing of all site students, staff, and occupants upon entry. Portable thermometer to read student and staff temperatures in non-main entrance areas of the school site campus.

Personal Protective Equipment (PPE): PPE like gloves, masks, face shields, or other barriers are in high demand and required for any effective plan to re-commence on-site school operations. Spare capacity is being built primarily for students without access to PPE. Limited counts of PPE are being allocated by Santa Clara County and partner organizations.

Included PPE Supplies: Nitrile disposable gloves, KN95 masks, disposable surgical masks, and daily face covers. Hand sanitizer, disinfectant spray, and Clorox disinfectant wipes. Immunishield installations for all instructional spaces and high traffic areas.

Site Directional Signage: Guiding signage properly informing school site students, families, faculty, and staff members of the path of travel is required to reduce any risk of COVID-19 transmission. All considerations will be compliant with the American Disabilities Act (ADA).

Included Signage Components: CDC and County Department of Public Health advisory notices with social distancing visuals, mask reminders, and other requirements. Six feet spacing stickers for classrooms, restrooms, corridors, elevator cabs, lobby areas, and common areas. Arrows and information directing the patron path of travel.

There will be a reserve of 250 masks and 500 gloves on-site at all times to account for students that may come to campus without sufficient PPE. At least one full barrel of disinfectant is kept on-site at all times to be prepared for daily sterilization work and any emergency application efforts as well. In order to mitigate transmission/risk for COVID-19 and reduce the scoped area for sterilization, students will remain in the same pre-determined instructional spaces daily. Spatial requirements will be altered based on guidance from public agencies and the effective serviceability of students.

Also, Return to Worksite Policy, Facemask Covering Policy, Social Distancing Protocol, COVID-19 Site Measures, and a Non-Instructional Reopening Guide have been passed by the TFHE Board of Trustees as the school sites transition to safe access of spaces upon a greater return of students, staff, and families to the campus on a daily basis. **Our Plan for reopening schools will consist of 4 phases (Phase 1--Remote, Phase 2--Remote with Face-to-Face, Phase 3--Hybrid, Phase 4--Traditional)**. Each phase, in accordance with health and safety guidelines and regulations, will allow us to safely transition into on-site instruction when mandated.

Plans for an expansion of outdoor instructional spaces is also an integral part to reopening with Phases 2 through 4 with shade structure design and installment underway with a certified architectural group. All methods of transitioning back to school site operations will be compliance with East Side Union High School District (ESUHSD) and the Santa Clara County Office of Education (SCCOE).

Actions Related to In-Person Instructional Offerings [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
Personal Protective Equipment (PPE) to maintain compliance with local and state health/safety measures.	$20,000	Yes
Sneezeguards for instructional spaces and common areas to protect students, families, faculty, staff, visitors, and vendors accessing the campus environment.	$14,000	Yes
Outdoor area for spatial accommodations including a feasibility study, adherence to local and state health/safety measures, and final installation.	$1,500	Yes
Student Life Team (SLT) hours for maintaining a safe campus with tracking of accessed spaces requiring sterilization, in addition to enforcing COVID-19 Site Measures. Team members also work to oversee thermal scanner or temperature gun operations and provide access to essential service items for students and parents.	$44,512	Yes
Sterilization and deep cleaning measures daily from Operations/Facilities Members, third-party janitorial vendors, and associated equipment purchased (i.e., electrostatic sprayer).	$130,000	Yes
Total Cost	**$210,012**	**Yes**

Distance Learning Program

Continuity of Instruction

[A description of how the LEA will provide continuity of instruction during the school year to ensure pupils have access to a full curriculum of substantially similar quality regardless of the method of delivery, including the LEA's plan for curriculum and instructional resources that will ensure instructional continuity for pupils if a transition between in-person instruction and distance learning is necessary.]

Although Latino College Preparatory Academy (LCPA) was faced with unprecedented challenges during these COVID-19 times, the LCPA staff was flexible and committed to students. All remote learning and technology plans met the diverse needs of the community. Overall, LCPA was able to smoothly transition into remote learning since 100% of students already had Chromebooks that The Foundation for Hispanic Education (TFHE) provided as part of the curriculum. LCPA was able to provide hotspots to students that needed them in a timely manner. Teachers and students were previously familiar with Google Classroom and other Google communication tools utilized by the schools, which facilitated the process of students and parents connecting with teachers and administrators online and via phone.

Teachers were provided lesson planning training for remote learning and for utilizing technology to best meet the needs of all students (EL, SPED, AP, Social/Emotional, etc.). In addition, teachers were issued a remote learning lesson planning template to support their transition to remote learning in a uniform manner. Lesson plans were collected on a weekly basis and teachers received timely feedback and support on a weekly basis to ensure that the needs of all students, including English Learners, students with special needs, social/emotional needs, and advanced learning needs were being met. Teacher feedback was collected on a weekly basis and used to adjust and refine remote learning.

As part of its comprehensive approach, LCPA still ensured that student, family, and community-centered events and activities continued virtually. LCPA had continued to provide intervention services, counseling, advisory, mental health services and support, ELD services and support, and SPED services (occupational therapy, speech pathology, etc). LCPA also held various parent workshops, meetings with the Community Engagement/Parent Coordinator and Principal (Cafecitos), SELPA Town Hall, senior sendoff caravan, senior decision day, meal distributions, and a virtual graduation.

According to Education Code 43501, as amended by SB98, the minimum daily instructional minutes are two hundred forty (240) daily minutes shall be in effect for the 2020-2021 school year. Eighty (80) minutes of live instruction per block class period are offered and facilitated learning consists of online direct instruction to facilitate the use of multi-media, online educational programs, class assignments/or projects, structured cooperative learning, formative/and summative assessments, and admin pre-approved take home materials. These current standards and adherence to the developing requirements for instruction will be revisited as updates appear from the California Department of Education (CDE), Santa Clara County Office of Education (SCCOE), and East Side Union High School District (ESUHSD).

Access to Devices and Connectivity

[A description of how the LEA will ensure access to devices and connectivity for all pupils to support distance learning.]

TFHE's Information Technology (IT) Department is tasked with providing all technological accommodations and student information system requests to LCPA students and families in facilitating distance learning. These outreach efforts directly support the one-to-one Chromebook initiative as instituted at LCPA and other TFHE schools. Students are issued one (1) Chromebook and one (1) charger with a power adapter for use in school and at home. As part of the start of the academic year, students and parents work annually to certify the Chromebook Agreement and Distribution Form, as it allows for students to retain such devices and taken from the school campus for after-hour use.

For Chromebook devices, a supplemental number was purchased at the start of school site closures in March 2020 to provide as replacements for those experiencing damage or requiring a more contemporary model for students to access all class materials. Chromebooks became the key instrument for student engagement daily as the primary means of class attendance, work completion, exam administration, survey issuance, and messaging for COVID-19 updates. To mitigate learning loss and provide equitable access to all learning materials, TFHE purchased all its curriculum digitally during Summer 2020 with alignment to its academic strategic plan and in observance of COVID-19 learning requirements from the California Department of Education (CDE).

Moreover, in order to ensure equity in distributed materials and information, LCPA and TFHE procured 115 hotspots from AT&T to respond to needs expressed through ongoing survey efforts. TFHE also sponsored the data plans for families with requisite bandwidth needed to tune in daily via Google Classroom and/or Zoom to remote class instruction, as well as for parent meetings and virtual events. Google Classroom and Zoom accounts were created in Spring 2020 with continuation into the 2020-2021 academic year. Our schools use Google Apps for Education. This means we utilize Gmail as our email service which works seamlessly with Google Classroom and Google Meet. We have embedded security measures to safeguard against external threats. To provide insight into the key functions offered by these video conferencing tools, trainings are conducted on a bi-weekly basis by TFHE IT Members and its Teaching & Learning Department.

In the case that the laptop, hotspots devices, or any accounts require troubleshooting, the IT Department has created a ticketing system via the COVID-19 Resources Hub with responses prioritized to instructional-related service needs. To execute the distribution and/or collection of new devices, TFHE's IT Department and support Essential Services Staff adhere to Technology Distribution Protocol consistent with COVID-19 Site Measures and Social Distancing Protocol with a drive-thru setup during designated pick-up hours. Drop-in appointments are also serviceable in emergency situations or if a student/family cannot message/call the school site. However, standard protocol is to wait for an appointment via the COVID-19 Resources Hub as transmitted directly to school-issued student emails.

LCPA has issued several surveys to families through OneCallNow (mass texting system) monthly in order to determine the need for Chromebook and charger access, in addition to internet connectivity via hotspot devices. Parents are also provided with online access to their students' academic performance through PowerSchool, which is accessible through the student issued Google Chromebooks. They will be able to monitor their child's progress with any questions directed to the School Site Principal. Incoming students and transfer students also received access to this service through being added to the mass distribution list as of July 2020. All teachers and support staff are also provided with a laptop. The laptop contains all the necessary programs to prepare and deliver instruction. Teachers will receive training on how to use technology to deliver instruction and support learning.

Pupil Participation and Progress

[A description of how the LEA will assess pupil progress through live contacts and synchronous instructional minutes, and a description of how the LEA will measure participation and time value of pupil work.]

LCPA provides supervision of students through communication with the teaching staff, office manager, and the Student Service Director. LCPA maintains an updated spreadsheet that documented each phone call to families regarding remote learning attendance, academic intervention, and social-emotional/mental health issues. Teachers and support staff also logged contact made with students within PowerSchool.

Monitoring tools such as GoGuardian were also made available for safe digital learning with school-issued Chromebooks during school hours, while internet use policies were re-distributed. Go Guardian monitors student accounts and flags inappropriate/restricted websites. The school site Principal follows up with parents/guardians and students regarding inappropriate websites. Each LCPA Team member was provided specific roles in contacting families, documenting, and following through with a plan of action to best support the student.

Education Code Section 43504 was enacted as a compulsory education requirement in the 2020-2021 academic year by the California Department of Education (CDE) with regard to School Finance, Instruction, and Accountability oversight. The Code Section requires that each local educational agency (LEA) shall document daily participation for each pupil on each school day for compliance and attendance purposes.

The Daily Participation and Weekly Engagement Verification Forms are the methods of completing this requirement on a weekly basis by submitting to The Foundation for Hispanic Education via Google Forms and warehoused in a secured Compliance Drive for record-keeping

purposes. These requirements were communicated to all TFHE Faculty through training on Wednesday, August 26, 2020 and a subsequent guided tutorial on Friday, August 28, 2020. For more information on completion, a guiding sheet sent out on Tuesday, September 1, 2020.

Distance Learning Professional Development

[A description of the professional development and resources that will be provided to staff to support the distance learning program, including technological support.]

LCPA teachers were engaged in a week-long professional development session prior to the official start of remote learning focused on utilizing technology to support student learning during Remote Learning (utilizing Castify, Google Meets, Google Classrooms, etc.) and to support their transition to remote instruction. All teachers participated in the following training led by the Director of Curriculum & Instruction and the Director of Data & Information Systems: Remote Learning Plan (March 31, 2020), Remote Learning Tools (March 31, 2020), and Remote Learning Lesson Planning (By department April 1 - April 3). Ongoing teacher support was available through the Remote Learning Hub and through individual or small group coaching.

Teachers were offered support in the areas of Lesson Planning and Technology. Once remote learning commenced on Monday, April 6, 2020, LCPA teachers had designated time each Friday afternoon to collaborate with their colleagues online and prepare for the following week. School site Principals in collaboration with the Director of Curriculum & Instruction collected remote learning feedback weekly from teachers, students, and parents in order to address student, parent, and teacher needs and make the necessary adjustments in a timely manner. Teachers had an opportunity to develop and offer students further support as needed as information was shared with them during weekly staff meetings. Student logs were also kept that allowed for School site administrators to monitor progress and see specific needs.

100% of LCPA students were issued a Chromebook and charger, including hotspots to ensure connectivity. School-Wide standardized the use of Google Classroom, including Google Meet, to provide delivery of content and to teacher/student learning spaces. A school schedule was developed and followed for the 8-week period, which included designated Instruction Time and Office Hours. Online Staff meetings and professional development will be provided. Time has been allocated within the workday and within the school calendar to ensure that information, necessary support, a forum for on-going communication, and resources are provided to teachers.

The need for professional learning is critical now more than ever as staff must prepare to serve students remotely and eventually remotely and face-to-face. What many staff experienced during spring 2020 contrasts with the experiences of students and families. All staff need additional tools to meet student needs. Culturally responsive and trauma-informed practices are foundational. Multi-Tiered System of Supports (MTSS) practices will also reinforce impactful school systems. Supporting educators in attending to self-care will also be necessary and skills around this may need to be developed. Remote/Distance learning is still a new mode for us to provide instruction and learning opportunities. As such, it will require on-going professional development in order to ensure that we meet the multiple student and Teacher needs that will arise.

We will also evaluate staff needs based on the spring remote learning model to determine need for technical skills and online pedagogy training. We want to ensure that staff have knowledge and skills to reopen with a whole child focus (social-emotional and academic needs of students), including training on self-care and trauma-informed practices. Cultural competency, cultural responsiveness, and racial equity understanding, and practices are a foundational professional development need for all educators. Additional online curriculum professional development will also be provided to support all core areas implementing adopted curriculum and for new AP Teachers.

Staff Roles and Responsibilities

[A description of the new roles and responsibilities of affected staff as a result of COVID-19.]

During the pandemic, several staff members have worked to perform additional responsibilities as required for the school sites to remain responsive to the needs and students as well as families.

Teachers/Faculty:
Over the course of the 2020-2021 academic year, the school site faculty will continue to provide instruction remotely with the agreed upon live instructional minutes delivered as agreed upon in a standing Memorandum of Understanding. Faculty has also been asked to complete Daily Participation and Weekly Engagement Verification Forms for submission to the TFHE Teaching & Learning Department. Moreover, a standing time for office hours has been designated for each school site with reference provided to students and parents.

Aligned responsibilities for serving students in-person will be updated and provided to authorizer agencies in the prescribed timeframes and requiring the instructional minutes as delineated by the California Department of Education. TFHE and LCPA will create safe environments equipped with mitigation measures needed to combat COVID-19 in a proactive manner with emphasis on instructional spaces and high-traffic areas with daily monitoring implemented across all school sites.

TFHE Administration Team (Teaching & Learning, Operations, and Compliance):

TFHE understands that its COVID-19 Response Plan will require alignment to its operating Memorandums of Understanding with ESUHSD to the extent possible in day-to-day operation, planning, and reporting. For non-instructional components, all school sites will continue to follow the Ralph M. Brown Act, the California Public Records Act, the American Disabilities Act (ADA), and all other federal/state/local regulations.

In responding to the ongoing global pandemic, several key departments from TFHE are integral in administering their own processes and protocol with alignment to public safety best practices guiding K - 12 schools. TFHE's Department of Teaching & Learning is responsible for instructional components of the COVID-19 Response Plans, class schedules, instructional standards, lesson plan review, and teacher training in consideration of the California Department of Education requirements.

TFHE's Information Systems & Technology department is tasked with providing all technological accommodations to TFHE students and families in order to facilitate distance learning, as well as implementation of COVID-19 Site Measures and safety equipment with the Department of Compliance. TFHE's Department of Compliance oversees the development of the non-instructional COVID-19 reopening plans, logistical implementation and audits, operations/compliance reports to public agencies, and general purchasing for required items.

Each listed department is responsible for the execution, monitoring, and reporting of their listed scope. The frequency of check-ins between all collaborating parties will be on a weekly basis with sooner communication based on developments and new requirements as provided by local or state authorities. All plans created by each department will require review and approval from TFHE's Chief Executive Officer Dr. Sherry Segura and/or the TFHE Board of Trustees prior to finalization with authorizers and external parties. All adopted plans will be publicly posted as well in summary form for access to students and parents upon granted approval by reviewing agencies.

Reopening measures and preventative pre-work have taken place from the start of school closures on Monday, March 16, 2020, until the present day (August 2020). However, all TFHE local education agencies (LEAs) are prepared for re-commencing remote learning in Fall 2020 until a Hybrid instructional model adoption is not feasible.

Human Resources (HR) Department:

Traditionally, TFHE Human Resources (HR) has provided oversight and direct support for staff recruitment, onboarding, staff evaluations, leave processing, benefit administration, handbook and employment updates, payroll functions, and other related duties. At the outset of the COVID-19 pandemic, the HR Department was integral in transitioning all staff members (faculty and support staff) to work remotely through guidelines issued from legal counsel and the TFHE schools insurance provider. Moreover, the team collaborated with TFHE Administration to identify staff members for continuity of Minimum Basic Operations in Essential Services. The process includes materials on maintaining a safe workspace, a Return to Worksite acknowledgement form, guidelines for breaks, and assistance with any accommodations as well (i.e., leaves, FFCRA, requests for time off). The Department also coordinates the coverage of substitute teachers.

Community Outreach Liaison:

The Community Outreach Liaison was added as a position in response to COVID-19 through TFHE (central network) to support LCPA in the administration of surveying efforts, planning and engagement of School Site Council (SSC) virtually until in-person meetings are permitted, conducting one-to-one family check-ins, developing messaging in English and Spanish for COVID-19, and holding workshops for parent development in the 2020-2021 academic year. In forging a direct relationship with families in this unprecedented time, the position will also work to ensure attendance to school and meetings is meeting the targeted levels set by TFHE Administration. The position will also support reporting of family engagement of resources distributions and work to maintain third-party partnerships for essential services.

Student Life Team (SLT) Members:
The Student Life Team (SLT) is responsible for school supervision, student advocate support, monitoring annual incident logs, developing emergency planning (with the Department of Compliance), and creating a safe, supportive environment for students. As of the start of the pandemic and into the 2020-2021 year, the team also works to monitor COVID-19 compliance at all school sites, support nutrition distribution efforts, assist with ongoing distribution of physical materials for students requiring timely special accommodations, maintain check-in and check-out logs for site access by essential services staff, and other related duties. The team also works in tandem with the Department of Compliance for screening processes of staff and visitors with COVID-19 specific training received through the schools' insurance provider, in addition to reviewing legal requirements for occupancy standards and sterilization efforts.

Operations/Facilities Team:

Prior to the pandemic and altered measures for the 2020-2021 academic year, the Operations/Facilities Team worked daily on site maintenance, custodial duties, inspection and compliance-related tasks, deferred maintenance projects, event setup and logistics, order processing, capital project efforts, and other related duties on all three school campuses. Over the last few months and going forward, the Department is working more closely on health/safety measures with direction from the Santa Clara County Department of Public Health (DPH)

and the California Department of Education (CDE) for all instructional and common spaces. This includes wiping down all accessed and used hard surfaces, cleaning restroom and designated break areas regularly, disposing of waste in a responsible manner, assisting in cleaning work areas used daily by essential service team members, and assisting in ordering key items for replenishment.

Information Technology (IT) Team:

The IT Team has worked in past academic years to perform network security functions, select repair for Chromebook devices, issuance of credentials for school accounts (i.e., student information systems, emails, etc.), and assisting with other troubleshooting issues for staff. During the pandemic, the IT Team has worked to shrink previous response times to meet the needs of students and families, in addition to assist with Zoom and Google Classroom issues. Also, the IT Team has worked and will continue to oversee the distribution of hotspot devices for student and family access in facilitating distance learning.

Supports for Pupils with Unique Needs

[A description of the additional supports the LEA will provide during distance learning to assist pupils with unique needs, including English learners, pupils with exceptional needs served across the full continuum of placements, pupils in foster care, and pupils who are experiencing homelessness.]

Teachers have increased synchronous learning time from Spring 2020 to Fall 2020, offer structures for student collaboration, provide students opportunities to talk in depth, and incorporate reading and writing across the curricular areas during remote learning, as recommended. Lesson planning will include differentiated instruction that includes necessary scaffolding, formative assessment, language, task, and skill modeling, visuals to enhance and support comprehension, preview/review, individual and small group instruction/support, and opportunities for students to transfer skills and knowledge and practice language verbally and in writing. Newcomers will be provided additional support to orient and help them transition into a new school community during class, office hours, and advisory. Parents/guardians will also be engaged and will learn about our school system, support provided for students and parents, contacts and resources. ELL students will be provided opportunities to investigate the world, recognize perspectives, take action, and to communicate ideas across curricular areas during remote learning, as recommended below: Time for Language labs will be incorporated during designated ELD time in order to support language acquisition and fluency development. ELD students will also be afforded the opportunity to receive additional instruction and support abiding by health and safety guidelines on site during remote instruction based on need.

Within the remote learning schedule, time was allotted for teachers to further address the needs of students through providing small group and/or one-to-one instruction for ELLs, students with special needs, and students who data demonstrated were academically struggling. Each week (Monday through Friday) a total of 295 minutes per week were provided to meet this need. Teachers were also expected to provide recorded sessions for students to access for the purposes of review and enhancing comprehension. In addition, the teaching staff was also available for check-ins and direct support to all students seeking additional engagement.

Actions Related to the Distance Learning Program [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
Purchase of additional Chromebooks and chargers for facilitating remote/distance learning to students, in addition to critical access to special accommodations and social/emotional support.	$30,000	Yes
Subscription of Zoom accounts for students, faculty, staff, and support members during the 2020-2021 to facilitate remote/distance learning.	$3,150	No
Purchase of hotspots with accompanying data plans at a standard reduced rate provided by AT&T services for TFHE and LCPA families in need of reliable connectivity to support Chromebook and Zoom access.	$40,922	Yes
Department of Information Technology (IT) for Chromebook repairs, Zoom troubleshooting, student accessibility, and staff support.	$14,672.50	Yes
Total Cost	**$88,744.50**	**Yes**

Pupil Learning Loss

[A description of how the LEA will address pupil learning loss that results from COVID-19 during the 2019–2020 and 2020–21 school years, including how the LEA will assess pupils to measure learning status, particularly in the areas of English language arts, English language development, and mathematics.]

In order to address pupil learning loss that results from COVID-19 during the 2019–2020 and 2020–21 school years, LCPA is assessing students using MAP assessments for measuring achievement and growth in K–12 math, reading, and language usage. This provides teachers with accurate, and actionable evidence to help target instruction for each student or groups of students regardless of how far above or below they are from their grade level. It also helps teachers drill down to the specific skills each student needs to learn and to see exactly what struggling students are missing and advanced students are ready to take on—then adjust instruction in the moment and monitor student progress.

LCPA is also assessing ELD students using SpringBoard English Language Development Screening Assessment for Grades 9–12. Understanding the education history and English and home language proficiency of the English learners is important in order to be able to determine what kinds of additional support students will need throughout the school year. SpringBoard's ELD Screening Assessment, combined with the California Home Language Survey results, MAP assessments, and a review of former academic records, will be used to help inform classroom instruction and be able to address pupil learning loss. In addition, during Office hours and advisory, students are able to get additional one-on-one or small group support from general education teachers, special education teachers, and para educators. This time allows for

check-ins, review, tutoring, and addressing student particular needs. As a whole school, LCPA is also following up using a tiered approach to address the needs of different groups of students.

Pupil Learning Loss Strategies

[A description of the actions and strategies the LEA will use to address learning loss and accelerate learning progress for pupils, as needed, including how these strategies differ for pupils who are English learners; low-income; foster youth; pupils with exceptional needs; and pupils experiencing homelessness.]

The actions and strategies that LCPA will use to address learning loss and accelerate learning progress for pupils, are the following:

- Utilizing Teacher MAP dashboard to see at a glance what skills students have mastered and need to work on next.
- Providing general teacher, special education teacher, and para educator one-on-one and small group instruction and support during office hours, advisory, and as needed in class or after school.
- Providing tutoring opportunities in class, during office hours, and during advisory sessions.
- Using a Tiered systems of follow up and support for Tier 1, Tier 2, and Tier 3 students.
- Providing professional development of teachers that help them address the diverse needs of students and develop their expertise in addressing learning loss.
- Collecting and reviewing lesson plans and providing timely feedback and coaching so that teachers are planning and addressing ALL student needs and learning gaps.
- For ELLs, teachers are differentiating lessons and instruction to meet their needs, follow up is being done to check-in and see if additional supports are needed, and small group instruction for previewing, reviewing, language support, and to address learning loss is being done in class, during office hours, and after school. Newcomers are additional support to orient and help them transition into a new school community during class, office hours, and advisory. Parents/guardians will also be engaged and will learn about our school system, support provided for students and parents, contacts and resources. In addition, ELL students will be provided time for Language labs as part of their designated ELD time in order to support language acquisition and fluency development. ELD students will also be afforded the opportunity to receive additional instruction and support abiding by health and safety guidelines on site during remote instruction based on need.
- For low income students, LCPA is following up and addressing technology, nutritional, materials, environment and learning space, and resource needs to ensure that they can engage in instruction and learning. Special attention is being placed on following up regularly with homeless students and families to monitor attendance and to check in on students' well-being.
- For foster youth, LCPA is providing additional academic counseling and social/emotional support services, workshops, as well as providing a space for learning on site, additional follow up, resources, technology, and materials for them to be able to engage in

classroom learning. The families are also being engaged to see what support they need and how as a school we can support, share resources, and refer them to additional community resources and support programs. Special attention is being placed on following up regularly with homeless students and families to monitor attendance and to check in on students' well-being.

- For pupils with exceptional needs, LCPA is providing additional para educator and special education teacher support for students in class and during office hours, advisory, and by appointment. LCPA's support services team and case managers are continuously reaching out and checking in with families and students with exceptional needs to see what supports are working and what is still needed to meet the students needs. During this time, students are receiving additional instruction, tutoring, and support services to address their learning needs. Also, special education teachers and para educators are invited as co-teachers in google classrooms and are collaborating with general education teachers on lesson planning to ensure that students are getting the accommodations and supports that they need to address any learning loss. Pupils with exceptional needs will also be afforded the opportunity to receive additional instruction and support abiding by health and safety guidelines on site during remote instruction based on need.

- For pupils experiencing homelessness, LCPA is reaching out to families to see what supports are needed and providing information, resources, and contacts for community programs and resources available to support their particular needs. In addition, additional academic counseling and social/emotional support services, as well as providing a space for learning on site, additional follow up, resources, technology, and materials for them to be able to engage in classroom learning. Special attention is being placed on following up regularly with homeless students and families to monitor attendance and to check in on students' well-being.

Effectiveness of Implemented Pupil Learning Loss Strategies

[A description of how the effectiveness of the services or supports provided to address learning loss will be measured.]

The effectiveness of the services or supports provided to address learning loss will be measured by NWEA MAP assessment data, student performance data as demonstrated by grades and in class formative and summative assessments, attendance and engagement data, and state mandated assessments as required during the 2019-2020 and 2020-2021 school years.

Actions to Address Pupil Learning Loss [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
Purchase of digitized curriculum for all students and staff to have their instructional materials accessible via their laptop, in addition to licenses with Discovery Science, College Board, AMSCO, TCI, CPM, and Kendall curriculum developers for Grades 9 – 12.	$47,301	Yes
Support for students through paraprofessional services remotely and in-person (upon phased reopening) to ensure that special accommodations are being met in compliance with regulations in response to COVID-19.	$40,918.50	Yes
Total Cost	**$88,219.50**	**Yes**

Mental Health and Social and Emotional Well-Being

[A description of how the LEA will monitor and support mental health and social and emotional well-being of pupils and staff during the school year, including the professional development and resources that will be provided to pupils and staff to address trauma and other impacts of COVID-19 on the school community.]

During COVID-19, TFHE's mental health services were still available and readily accessible to students via the Social Emotional and Academic Services (SEAS) program. TFHE school sites are prepared with mental health staffing to meet the needs of all students from March 13, 2020, through the Summer 2020 and into the 2020-2021 academic year. As of today, we have three full-time clinicians from Alum Rock Counseling Center (ARCC) available to serve students across TFHE school sites with mental health services and a program manager to oversee the cases and services provided.

Additionally, the school sites also have TFHE's Director of Student Services to ensure implementation and continued growth and success of the program as it pertains to county guidelines. Three full-time clinicians from ARCC with referrals required for students from the School Site Principal, Faculty, School Staff, and/or Parents/Guardians. TFHE has made mental health and social emotional support a priority through workshops as well as direct services and have been connecting students to the services they need.

De-Escalation Spaces

Due to COVID-19 and temporary school closures, we were unable to physically implement de-escalation spaces within the classrooms. However, to adapt to the change and current conditions while still meeting student needs, we were able to create a *Calm Corner* for all students, teachers and staff to access at any time during class or school hours, before or after school and at their own specific time of need. Similar to an in-classroom or office de-escalation space, the *Calm Corner* allows for different calming skills and interventions to be discovered and implemented. By scrolling over each image, it will take you to a related activity or specific support and/or intervention. We tried to be mindful of the evolving situations and ages and have incorporated a little of everything for students and families. This was presented and demonstrated to our school site leaders and all teachers and staff to share and utilize with our students.

Mental Health Support

Individual Mental Health Support will be provided to ALL students on both an at-need basis and by appointment to ensure individualized care and to observe social distancing guidelines. Each case will be addressed and assessed so that appropriate interventions and supports are provided whether this be through on-site sessions, remote/teletherapy and/or a combination of both. Referrals will be made to outside agencies if a higher level of care is warranted.

Referrals will be made in one of two ways…

1) The designated school referral link will be provided for all staff members to make a referral: (a) This would include general concerns and/or observations made; (b) non-imminent situations where safety is not at risk; (c) a student expressing concern for mental health support; and (d) a parent requesting mental health support.

2) Directly through Admin: (a) This referral is for imminent SAFETY CONCERNS; and (b) If a student discloses information that warrants an intervention or support of safety, then immediately notify your Admin team.

***For On-site Sessions*:**

To observe social distancing guidelines, session appointments will be necessary and strongly encouraged. For drop-in support for students who do not have an appointment, a time will be scheduled with them (if not imminent, within 48 hours) to meet with a mental health clinician if one is not immediately available or is in session. If the situation presents with safety concerns, the student will be addressed immediately with the appropriate personnel.

For Remote/Teletherapy:

Session appointments will be scheduled and encouraged. For remote drop-in support, information will be provided to each student at the start of the year and on-going as to how to contact a mental health clinician remotely/online. Options would be via email, telephone/extension and/or Google Meet as each student has their own preference and we would want them to feel most comfortable when contact is made. On-going sessions will be determined by the student and clinician themselves.

Pupil and Family Engagement and Outreach

[A description of pupil engagement and outreach, including the procedures for tiered reengagement strategies for pupils who are absent from distance learning and how the LEA will provide outreach to pupils and their parents or guardians, including in languages other than English, when pupils are not meeting compulsory education requirements, or if the LEA determines the pupil is not engaging in instruction and is at risk of learning loss.]

All teachers, including Special Education Teachers, are online and available for students to drop in with questions during Office Hours. Teachers establish, with students, their method for conducting Office Hours (Google Hangout, Google Classroom, email, conference call, a mix of the above, parent meetings, etc). Teachers, including Special Education teachers, will use this time to address student questions, support students who need extra help, who have language needs in small or one-on-one sessions, and to provide one-on-one meetings for students with IEPs or 504's. Teachers may also hold whole-class and/or small-group and/or one-on-ones during this time slot. Office hours may also be student requested appointments for further support/help. To mitigate learning loss, pupils with repeated unexcused absence will participate in a meeting with the School Site Principal and their parent/guardian with a plan for re-engagement.

In addition, the Community Outreach Liaison and Community Outreach Team were onboarded during this time to increase responsiveness to calls made in connecting to resources, accessing meetings, and directing parents to appropriate contacts. It is the intent of TFHE school site to have optimal representation in School Site Council (SSC), survey efforts, and planning efforts through individualized stakeholder meetings for the remainder of the academic year. All resources will be provided in English and Spanish with full translation available for public meetings or any other critical informational presentations. The key deliverable and goal from the Community Outreach Team is to boost attendance rates, determine the most optimal methods of continued communication, and complying with all equity/access measures as required by the local and state laws in place.

School Nutrition

[A description of how the LEA will provide nutritionally adequate meals for all pupils, including those students who are eligible for free or reduced-price meals, when pupils are participating in both in-person instruction and distance learning, as applicable.]

To maintain access and information on School Nutrition accommodations, LCPA and TFHE have provided families with information through OneCallNow, the TFHE COVID-19 Update Page, Weekly Newsletters, school administered social media accounts, and flyers distributed safely with other distribution pick-ups. Moreover, Food Distribution Surveys will be issued bi-weekly for the 2020-2021 academic year in order to determine the following categories: (1) day of week for distributions; (2) time of day for distributions; (3) meal menu for the following month; (4) identification of food requirements; (4) confirmation of past participation; and (5) frequency of supplemental meals for evening meals.

LCPA will continue to provide access to nutrition services via updates for service accessible through their co-habitated site of Yerba Buena High School (1855 Lucretia Avenue, San Jose, CA 95122), as well as free meals to students and those under 18 years of age at the TFHE Campus (14271 Story Road, San Jose, CA 95127). The Essential Services Team distributed food work to provide school of attendance per student, verification of identification, number of meals collected, and any additional feedback to improve to delivery of food distribution services. Each distribution effort is scheduled once per week (currently on Friday afternoons post-instruction) through Better 4 You Meals with students possessing the ability to pick-up a sufficient number of bagged pre-packaged meals (up to five total) for the following week.

In addition, LCPA made conscious efforts to support socioeconomically disadvantaged families in collaboration with community agencies such as Second Harvest Food Bank and Loaves & Fishes, both of Silicon Valley. LCPA advertises the upcoming food distributions on Parent/Student Newsletter, on its school website calendar, and through a mass group text and phone call from their Community Outreach Team. Second Harvest Food Bank is offered the first Monday of each month and serves approximately 350 families and a total of 1,500 patrons per effort. Loaves & Fishes takes place each Thursday with ten meals offered per family and 300 total meals distributed each time. All distribution efforts were made in compliance with social distancing standards and shelter-in-place orders.

For reference purposes, the issued Food Distribution Survey consisted of the following questions:

Have you and your student participated in Food Distributed during the COVID-19 pandemic?

-Yes (83.3%)

-No (17.7%)

Do you take public transportation or walk to the site?

-Yes (50%)

-No (50%)

For the prepared meals, do you like the quality so far?

-Yes (83.3%)

-No (If you selected ‘No’, please provide feedback.) (17.7%)

What day(s) of the week are preferred for food pick-up and distributions?

-Enter weekday here: Monday (50%).

What time of the day would be best for you and your family? (Select all that apply).

-Morning (7:00 a.m. – 11:00 a.m.) (33%)

-Afternoon (12:00 p.m. – 3:00 p.m.) (33%)

-Evening (4:00 p.m. – 7:00 p.m.) (50%)

If there is any additional information you would like to provide for us, please leave a suggestion or comment below.

Additional Actions to Implement the Learning Continuity Plan [additional rows and actions may be added as necessary]

Section	Description	Total Funds	Contributing
School Nutrition	Nutrition services through Better 4 You Meals as part of the Seamless Summer Option and continuation as part of the National School Lunch Program.	$192,000	Yes
Mental Health and Social and Emotional Well Being	A portion of the Memorandum of Understanding with Alum Rock Counseling Center (ARCC) to provide students and families with clinician services, in addition to COVID-19 response workshops.	$13,000	Yes
Pupil and Family Engagement and Outreach / Staff Roles and Responsibilities	Implementation of the Community Outreach Liaison position with the objective of following up with students and parents to ensure attendance, responses to surveying, and bi-weekly feedback.	$21,000	No
Total Cost	**-**	**$226,000**	**Yes**

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Percentage to Increase or Improve Services	Increased Apportionment Based on the Enrollment of Foster Youth, English Learners, and Low-Income students
30%	$1,124,700

Required Descriptions

[For the actions being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the needs of these students.]

For meeting the needs of English Learners, Foster Youth, and Low-Income Students, Latino College Preparatory Academy's (LCPA) Administration and The Foundation for Hispanic Education's (TFHE) Director of Curriculum and Instruction review weekly lesson plans together to ensure that the lesson plans met state standards and objectives and included specific support necessary to address the needs of its diverse student population, including English Language Learners (ELL), Foster Youth, and all other students requiring greater investment of services. Timely feedback is being provided to ensure that necessary modifications to lessons were made prior to lesson delivery.

In addition, teachers were provided professional development around lesson planning for remote learning and on how to utilize technology in support of student learning for such students. Teachers were also provided two versions of a lesson planning template that made it essential for differentiation (scaffolds, modeling, visuals, language practice opportunities, sentence frames, etc) and accommodations to be included in the lesson plan and provided to students. The lesson planning templates required that teachers address the needs of ELLs, students with special needs, advanced needs, and who traditionally struggle. Teachers that needed further support with addressing student language and/or other academic needs were provided additional one-on-one coaching/support across content areas and a Teacher Hub Site was developed for teachers to access resources to support instruction.

Regular outreach and surveying requesting special accommodations are also part of the communications and response efforts across all three TFHE school sites through their School Site Principal, Dean of Students, Office Manager, Community Outreach Liaison, and Student Life Team.

[A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.]

Moreover, to support the aforementioned measures with increased tailored services, TFHE school sites will continue to:

- support one-to-one technology ratios through Chromebook, charger, and hotspot accommodations;

- ensure engagement with digitized curriculum (Discovery Science, College Board, AMSCO, TCI, CPM, and Kendall);
- respond to any absences with intentional meetings, phone calls, and home visits (once safe to do so);
- provide additional para-educator time and special education teacher support for students (remotely, Hybrid, or in-person) in class and during office hours, advisory, and by appointment;
- continue with reopening planning efforts, daily methods of health/safety protocol, and offering more outdoor learning spaces;
- maintain accessibility via remote means to faculty and staff (i.e., Community Outreach Team, surveys, town halls);
- increase meal distributions to families (on top of standard offerings) through partner organizations Second Harvest Food Bank (monthly) and Loaves & Fishes (weekly);
- practice Multi-Tiered System of Supports (MTSS) to reinforce impactful school systems;
- provide mental health workshops specific to COVID-19 responses and subjects via Alum Rock Counseling Centers (ARCC);
- invest in assessment efforts offered to determine and address learning loss with NWEA Map through design by the TFHE Teaching & Learning Department.

Latino College Preparatory Academy (LCPA)
Charter Petition Renewal

Appendix 14: Learning Continuity and Attendance Plan (LCP)

Latino College Preparatory Academy (LCPA)



Student & Parent Handbook

2020-2021

14271 Story Rd, San Jose, CA 95127
408-729-2281 | www.sjlcpa.org

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Meet our Eagle Warrior Champions!





About Us

Latino College Preparatory Academy (LCPA) is a charter high school with oversight provided by the East Side Union High School District. LCPA focuses on providing its students with a rigorous curriculum, a strong faculty and staff, and an environment made up of high expectations and dual enrollment experience.

LCPA has created a ten-year educational track that has enhanced a diverse set of students' chances of succeeding academically and completing a college degree. With its innovative curriculum, capable faculty and nurturing environment, LCPA has become a viable educational option for each and every student, especially English Language Learners.

With its focus on bi-literate educational programs, LCPA fills a unique niche in providing these students the time and focus to reach the academic level of English that is critical for academic achievement, passing standardized tests, and pursuing postsecondary educational opportunities.

Vision and Mission

Vision

The vision of the Latino College Prep Academy (LCPA) is to be recognized as the premier provider of High School English Language Learner educational programs, thus ensuring innovative, successful leaders with critical thinking, decision-making, information technology, and communications skills.

Mission

The mission of the Latino College Prep Academy is to enable underserved high school English Language Learners to become bi-literate in English, Spanish, Mathematics, and Science. These skills will ensure their ability to successfully complete requirements for a high school diploma and pursue post-secondary educational opportunities of their choice.

School Values

LCPA promotes *ORALE* values. Each letter represents words that define LCPA values such as; ***O****rgullo* (Pride), **R**espect, ***A****lianza* (togetherness), **L**eadership and **E**ducation. Within the ***ORALE*** values we are assisting the students to allow them to find growth with themselves and their education in high school.

O.R.A.L.E.

(Orgullo, Respecto, Alianza, Liderazgo, Educación)

ORGULLO-	***Take pride in your educational journey and goals***
RESPECTO-	***Respect our school policies & high academic expectations.***
ALIANZA-	***It takes an entire community to raise an Eagle Warrior.***
LIDERAZGO-	***Lead by example, lead by action.***
EDUCACION-	***Remaining teachable to our life's purpose.***

College is not a dream. It's a plan.



TFHE Instructional Team	
Chief Executive Officer	Dr. Sherry Segura
Executive Director, Operations	Mr. Damian Perez
Director of Compliance & Equity	Mr. Martin Farfan
Executive Director, Assessment and Learning	Mr. John Sobrato
Director of Curriculum & Instruction	Ms. Raquel Topete
Director of Academics	Ms. Claudia Moreno
Information Technology Manager	Mr. Alex Heredia

LCPA Administration	
Principal	Mr. Jesus Rios
Office Manager	Ms. Hilda Peralta

Admissions	
Director of Outreach and Admissions	Mr. Juan Manriquez
Registrar	Ms. Maria Ramirez
Attendance Clerk	Ms. Lindsey Perez

Academic Counseling Services	
Academic Counselor	Ms. Jackelin Elliott

Student Services	
Director of Student Services	Dr. Rochelle Fong

Student Life team	
Campus Monitor	Ms. Angela Bracamontes
Campus Monitor	Mr. Alexis Guerrero
Campus Monitor	Mr. Sin Ses

Administration and Staff Numbers

Office of	Name	Extension Number
Principal	Jesus Rios	1041
Office Manager	Hilda Peralta	2216
Director of Data & Information	Damian Perez	1018
Information Technology	Alex Heredia	1011
Campus Monitors	Sin Ses, Angela Bracamontes	N/A
Registrar	Maria Ramirez	1019
Sub Coordinator	Daniel Hernandez	1032
Director of Outreach	Juan Manriquez	1021
Academic Counselor	Jackelin Elliott	1031
Attendance Clerk		
Director of Student Services	Dr. Rochelle Fong	1022
Athletic Director	David Wulff	2233

General Rules & Expectations

EXPECTED SCHOOLWIDE LEARNING RESULTS

- Students will be critical thinkers who demonstrate proficiency in Math and Science.
- Students will be biliterate in Spanish and English.
- Students will be highly proficient in technology.
- Students will pursue higher education beyond LCPA.

THREE-WAY SCHOOL PLEDGE

Staff: We understand the importance of the school experience for every student and our role as educators and models. Therefore, we agree to carry out the following responsibilities to the best of our ability: Offer a coherent, challenging, interesting curriculum to prepare students for their future, strive to address the individual needs of each student, communicate with parents regarding each student's progress, provide a grading policy that addresses homework and classwork expectations, correct and return student work in a timely manner, execute enthusiasm for learning, take pride in the school, counsel each student to successfully complete high school requirements using a four year plan.

Student: I realize that my education is important. I know I am the one responsible for my own success. Therefore, I agree to carry out the following responsibilities to the best of my ability: get to class on time and attend school every day, return completed homework and assignments on time, come to school prepared to learn, get involved in activities, always put forth my best effort, live up to commitments, ask for help when needed, be responsible for my own behavior, do what's right, respect others and their property, and take pride in the school.

Parent/Guardian: I understand that my participation in my student's education will help his/her achievement and attitude. Therefore, I will continue to carry out the following responsibilities to the best of my ability: Encourage my student to excel and to complete all homework and assignments on time, make sure my student gets adequate sleep, a healthy diet, and attends school daily, call with questions, encourage my student to read for pleasure, limit free-time activities like TV & "hanging' out", review the Parent Newsletter, grading policies and other materials sent home, attend Back-to School Nights, and other school events, especially when my student is involved.

Campus Hours

Office Hours: 7:30 am – 4:30 pm

- ✓ All students must be off campus by 5:30 pm, unless involved in school activities with adult supervision. **Please be advised that due to COVID-19 measures, during the 2020-2021 year, students will not be permitted on-campus unless by appointment or as communicated by school site administration members.**

- ✓ **LCPA is a CLOSED-CAMPUS** – once students enter the school, they may not leave until officially dismissed. Violators will be subject to disciplinary action.

- ✓ **Visitors on Campus:** Visitors and volunteers must sign in at the office and receive a visitor's badge or sticker, which must be worn while on campus. This necessary policy is for the safety of our campus and students. It is important that we know who is on campus at all times. **During the 2020-2021 academic year, visitors will also need to comply with necessary COVID-19 measures such as a screening, use of proper personal protective equipment (PPE), and visits only by appointment. No campus tours will be conducted until further notice.**

Procedures for Educators

Daily Expectations- The administration, faculty, and support staff share a collective commitment to preparing all students for post-secondary success, while embracing a no-excuses approach to helping all students succeed regardless of their background, past performance, or perceived ability.

- The teacher workday commences 30 minutes before the beginning of the teacher's first instructional hour at which time teachers are expected to be in their classroom and to be prepared to begin instruction immediately at the start of class.
- The workday shall not exceed 8 hours (excluding lunch) for all unit members at all TFHE Schools.
- A teacher's lunch period will be a minimum of 30 minutes.

Creating and Maintaining Effective Environments for Student Learning

- LCPA will provide a physical environment that engages all students
- LCPA will provide a climate that promotes fairness and respect
- LCPA will observe the promotion of social development and group responsibility
- LCPA will observe educators establish and maintain standards for student behavior
- LCPA will observe educators planning and implementing classroom procedures and routines that support student learning
- LCPA will observe educators using instructional time effectively by providing bell to bell Instruction

Leaving School

Educators who must run errands or leave for emergency situations must notify the administration team. Requests for leaving school early should be reserved for emergency situations. Appointments should be scheduled, as much as possible, so as not to conflict with school hours.

Professional Dress

Educators are expected to dress in a manner that is respectful to the profession and appropriate for their teaching situation.

- Footwear is required to meet OSHA requirements.
- Shorts must be no less than one inch above the knee
- No denim shorts (slacks acceptable with no rips or holes in fabric)
- Any teacher requiring physical activity in their instruction may wear athletic attire.
- All faculty and staff shall participate fully with Professional Dress Mondays.

Daily Classroom Routines

- **Objectives**- Educators must post each day's objectives, agenda, and homework on the board. Student assessment is required daily for mastery of the day's objective. For Example- exit ticket, quiz, journal entry.
- **Staff School ID's**- Educators are expected to follow ID policies and procedures as outlined at the beginning of school.
- **Collections of Mobile Devices-** Educators shall collect student phones at the beginning of every class period and place them in a safe place. Phones are to be returned to students at the end of the class period.

- **Attendance-** Educators are legally responsible for maintaining accurate records for reporting student grades, tardies and absences. Absences must be entered within the first 15 minutes of each period.
- **Food in the Classroom-** No food is to be consumed in classrooms. Exceptions may be made by an administrator. When food is to be consumed in the classroom, educators must notify Operations and Facilities Manager in advance so that receptacles for trash can be provided. **Educators and students will clean up after the event.**

General Expectations

- **Assessments**- Educators are expected to regularly assess students, utilize benchmarking in regular classes and ensure assessments promote the goals, mission and vision of LCPA
- **Changing Rooms**- Educators must not change room locations without prior approval from the administrator in charge. Temporary moves should be reported to the administrator. A sign should be left on the inside of the door window as to the temporary location.
- **Syllabus-** Educators must provide students with a course syllabus at the beginning of the school year.
- **Lesson Planning-** Teacher must submit pacing guides and unit lesson Plans digitally prior to implementation and accessible in read only format to administration.
- **Parent-Educator Conferences**- Educators are expected to attend meetings and to complete any requested forms in a timely manner.
- **Meetings-** Educators are expected to attend all scheduled meetings: department and academics. The dates for these meetings are on the LCPA School Calendar. Educators are asked to schedule medical and other personal appointments on days other than those dates. In the event of an emergency, teachers must discuss the situation with the Administration.
- **Field Trips**- Educators must submit and personally discuss with administration, a field trip request form available in the LCPA main office prior to planning the field trip. Once approved, educators must complete and submit all field trip Permission Slips to the Attendance Department a week prior to the date of the trip and submit a complete student roster for attendance purposes.

Grading

- **Report Card Changes-** If an educator needs to change a submitted report card grade, he or she must complete the Grade Change Form within two weeks of the end of the marking period. The administrator must sign it and submit it to the Registrar's Office
- **Grading and Reporting**- Educators are legally required to follow the Grading and Reporting policies and procedures.

CALLING THE SCHOOL AND TEACHER'S EMAIL

All teachers have e-mail. A list of email addresses will be sent home shortly after school begins. You can leave a voicemail message at any time, which will be delivered to the teacher at the first opportunity outside of class. Teachers will also provide phone numbers where they can be

reached. Please feel free to reach out directly to teachers or the Principal regarding a question, concern, compliment, or issue with your student. Student success is our main priority at LCPA.

Messages to students

If you need to get a message to your student during the school day, PLEASE CALL THE SCHOOL'S MAIN OFFICE. Please do not text or call your student while he or she is in class. This would be a violation of cell phone and electronic device policy. We will ensure to get the message to your student in a timely manner. Please help us ensure that our learning time is free from cell phones and electronic distractions.

Cellular Phones and electronics

Any pupil may have a cell phone/electronic device at school, however **the device is to be turned off and turned in to the teacher at the beginning of each class. Students may use their devices before or after school, during brunch or lunch, or if the classroom teacher allows the use of the device as part of the class lesson.** If the device disrupts instruction or an assembly, it may be confiscated (returned to parent after school). **Continued violation of this policy can lead to confiscation by school administration for the remainder of the school year.**

Cell Phone Policy

- ✓ **Violation 1-** Teacher takes phone and gives it back at the end of the class. Students will be required to complete a reflection sheet.
- ✓ **Violation 2-** Teacher brings phone to Dean of Students, phone will be returned at the end of the school day. Students will complete a reflection sheet and review school policies with the Dean. Detention will be assigned to the student.
- ✓ **Violation 3-** Teacher brings phone to Dean of Students and arrangements are made for a meeting to review reflection sheets and outline future expectations with parent and student.

*Please Note: phone infractions and consequences observe policy listed above. Please refer to progressive discipline system under the "Student Conduct" section for all other behavior violations.

California Education Code Section 51512 provides that no electronic listening or recording device may be used by pupils or visitors in a classroom without permission of the teacher and principal.

Medical and Student Emergency Procedures

Emergency Cards

In the unfortunate event that a student experiences an urgent need for care that we cannot provide, **our office requires for every child a current, signed emergency card listing**

essential information: addresses and phone numbers where we can reach you during the school day; names and phone numbers of people you trust to take charge of your child in case we can't reach you; your child's doctor's name and phone number. These cards are a part of the registration process; they must be completed and returned promptly. Thereafter, you should immediately notify the school office about changes to any of this information.



Illness or Injury at School

If your child becomes ill and must be taken from school, we will phone for you. If we cannot reach you, a designee from the emergency card will be called to pick up your child (please list local people as your emergency designees). Vomiting or a temperature of 100 requires pick up from school and/or if a student injury appears serious, we will call you (or an emergency-card designee if we cannot reach you).

In a medical emergency, we will call the Fire Department's paramedics; if necessary, they will transport your child to a local hospital. PLEASE NOTE: (1) If your child is transported to a hospital, you will be responsible for ambulance charges. (2) Hospitals in this area will not treat a child unless they have an emergency-treatment consent form for the child; release forms are available at the hospitals if you wish to keep a signed form on file.

Due to COVID-19 measures, if a student shows a high temperature based on thermal screening or a thermometer gun as conducted by staff, students will be escorted to a designated school room (Flex Room) and parents/legal guardians will be asked to take their student home. Accordingly, before returning to the site, students will be asked to supply medical authorization for returning to school as permitted by school administration.

All personal protective equipment (PPE) standards and other measures also must be maintained at all times by each student and family. This standard may be updated at any time based on new guidelines issued by the Santa Clara County Department of Public Health (SCCDPH) and its Office of Education (SCCOE).

Medication at School

Pupils are not permitted to possess or administer their own medication. All medication must be administered under the supervision of a school official. All medications must be sent to the Office Manager with a note from the prescribing physician and parent, which include the name of the medication, the dosage, and the means by which it is to be administered.

This includes non- prescription, over-the-counter medications (e.g., aspirin, cough lozenges, and ointments) change(s) in schedule or dosage for medication must be specified in writing by the child's physician. **Please contact your main office for COVID-19 related questions.**

Communicable diseases

Any student showing symptoms of a communicable disease must be taken home. A physician's medical clearance is necessary for the child to return to school.

Due to COVID-19 measures, if a student shows a high temperature based on thermal screening or a thermometer gun as conducted by staff, students will be escorted to a designated school room (Flex Room) and parents/legal guardians will be asked to take their student home. Accordingly, before returning to the site, students will be asked to supply medical authorization for returning to school as permitted by school administration. All personal protective equipment (PPE) standards and other measures also must be maintained at all times by each student and family.

In the midst of the ongoing COVID-19 pandemic, training is being offered to all lead staff and administrators leading efforts to create a safe environment in efforts to limit any level of transmission on-site. Each training is offered via the school site insurance provider CharterSafe. This standard may be updated at any time based on new guidelines issued by the Santa Clara County Department of Public Health (SCCDPH) and its Office of Education (SCCOE).

Disaster Preparedness

LCPA pupils and staff do various drills each semester so we can be confident that we will take appropriate steps for the pupils' safety in case of a major disaster. Such as; Lockdowns, Earthquakes and other Natural Disasters. To ensure our students safety we have a Safety team coordinated by the Director. The safety team monitors school grounds and are responsible for communicating with local fire and police services.

If the unfortunate events occur on LCPA campus, the school will provide One Call messages to parents immediately and will provide updates when they become available. Parents can also call the main office at 408-729-2281 for immediate updates.

In the midst of the ongoing COVID-19 pandemic, training is being required to all administrative staff and team members to create and maintain a safe environment in efforts to eliminate any level of transmission on-site. Each training is offered via the school site insurance provider CharterSafe.

Insurance

The Latino College Preparatory Academy staff goes to great lengths to protect your child from injury. Unfortunately, accidents still can and do occur during activities at school, on school trips, and during after school programs. The school does not cover pupils with accidental medical insurance for school-related injuries.

Curriculum Overview

LCPA uses a curriculum based on the California A-G coursework sequence and all students begin their high school studies in this sequence, with the intended outcome of being eligible for college entrance into the UC and CSU higher education system. All students remain in this sequence through the 12th grade. Students that cannot complete this sequence at the end of the 11th grade can, however, complete the California requirements for high school graduation and pursue other avenues of post-secondary education or training.

The following sequence of high school courses fulfills the minimum eligibility requirements for admission to the University of California and California State University systems. It also illustrates the minimum level of academic preparation students ought to achieve in high school to undertake university level work.

The "A-G" requirements can be summarized as follows:

- **History/Social Science ("A")** – *Two years*, including one year of world history, cultures and historical geography and one year of U.S. history, or one-half year of U.S. history and one-half year of American government or civics.

- **English ("B")** – *Four years* of college preparatory English that integrates reading of classic and modern literature, frequent and regular writing, and practice listening and speaking.

- **Mathematics ("C")** –*Three years* of college-preparatory math, including or integrating the topics covered in elementary and advanced algebra and two- and three-dimensional geometry.

- **Laboratory Science ("D")** – *Two years* of laboratory science providing fundamental knowledge in at least two of the three disciplines of biology, chemistry and physics.

- **Language other than English ("E")** – *Two years* of the same language other than English or equivalent to the second level of high school instruction.

- **Visual and Performing Arts ("F")** – *One year* chosen from dance, music, theater or the visual arts.

- **College-Preparatory Elective ("G")** – *One year* chosen from the "a-f" courses beyond those used to satisfy the requirements above, or courses that have been approved solely in the elective area.

LCPA Graduation Requirements & UC/CSU A-G Requirements

Subject	High School Graduation Requirements	UC and CSU (A-G Requirements*)
A **Social Science**	World History: 10 credits U.S. History: 10 credits Government/Econ: 10 credits **30 credits**	World History U.S. History **2 years required**
B **English**	English 9: 10 credits English 10 or (Honors): 10 credits English 11 or AP English: 10 Credits English 12 ERWC or AP English: 10 Credits **40 credits** from different level courses	English 9 English 10 or English 10 Honors English 11 or AP English Language English 12 ERWC or AP English Lit. **4 years required**
C **Math**	Integrated Math I, II and/or II **20 credits** from different level courses	Integrated Math I, II, III and/ or Pre-Calculus or AP Calculus **3 years required/** **4 years recommended**
D **Science**	Life Science: 10 credits (example: Integrated Science, Biology) Physical Science: 10 credits (example: Chemistry or Physics) **20 credits**	Life Science -1 Year Physical Science-1 year **2 years required/** **3 years recommended**
E **World Languages**	Spanish I Native or Non Native Spanish II Native or Non Native Spanish III AP Spanish Language AP Spanish Literature **20 credits** **Language other than English**	Spanish I Native or Non Native Spanish II Native or Non Native Spanish III AP Spanish Language AP Spanish Literature **2 years required/** **3 years recommended**
F **Visual & Performing Arts**	Art I, II AP Art, Aztec Dancing Digital Media, Drama I, II **10 credits**	Art I, II AP Art, Aztec Dancing Digital Media, Drama I, II **1 year required**
G **Electives**	**70 credits**	**College Preparatory Elective** **1 year required***
PE/Health	**10 credits**	**N/A**

Total required:	**220 credits**	



Maria Rodriguez Gonzalez, Valedictorian for the School Year 2019-2020

PARENT ENGAGEMENT

LCPA provides the following:

Parent Education

1. The Student's educational experience at LCPA

Parent education in this area covers: a) the student's four-year education plan; b) understanding the a-g course sequence; c) out-of-class academic supports such as tutorial and office hours; financial supports for college such as scholarships and the Free Application for Federal Student Aid **(**FAFSA); and community mentoring/partnerships**.**

2. Community Resources.

Parent education in this area provides training on accessing the available community resources across a broad range of needs such as health care services, housing, food banks, and law enforcement.

Back to School Night

In the fall, parents are welcomed to the new school year as a group, by the principal in a general meeting and by teachers in the classrooms.

Back-to- School Nights are for parents and families to become familiar with the student's instructional program and learning environment, and to learn about goals, curriculum, homework, and expectations for the year. This informative evening is for both parents and students.

Parent Organizations Stand up for what we believe in, in a respectful way.

SEE APPENDIX A FOR DETAILED INFORMATION REGARDING THESE ORGANIZATIONS



Student Policies and Procedures

Student Conduct

The goal of the discipline policy at LCPA is to maintain a safe and successful learning environment. We believe that all children want to learn and be part of the group. We believe that all children need guidance, structure, and consistency to help them achieve self-control.

Incorporated into the discipline policy are many activities designed to award specific positive behaviors. Our discipline policy is based on logical consequences and behavior modification. Logical consequences must be related, respectful, and reasonable.

Our policy is to choose the least severe level of effective intervention. Seriously inappropriate, disruptive, or dangerous behavior may necessitate behavior modification as a protection for others. A consequence to be expected for these inappropriate behaviors is lunch detention, after school detention (campus beautification), peer court, Saturday School, suspension or Discipline Review Board Meeting.

SLT and/or School Administration will make parent phone calls and/or parent meetings or further disciplinary actions as they see fit per each case. Detentions may include campus beautification, projects, reflection sheets, or any other community service defined by administration.

Please note: Progressive Discipline System listed above does not include phone infractions. Please refer to the "Cellular Phones and Electronics" section of the handbook for consequences specific to phone violations.

Repeated or serious misbehavior may lead to a behavior contract, suspension or expulsion from LCPA.

This page and the following three pages list—as articulated by pupils, parents, and staff—inappropriate behaviors, school rules, and the logical consequences for inappropriate behavior.

Inappropriate Behaviors

The following identifies some of the most common inappropriate behaviors committed on school campuses:

Unsafe Behavior--climbing trees, buildings, or railings, jumping down ramp, sliding down banisters (feet are to be on concrete sidewalk/steps at all times), running, using equipment improperly or unsafely;

Disrupting School Activities or Otherwise Willfully Defying the Valid Authority of Supervisors, Teachers, Administrators or Other School Personnel;

Causing, Attempting to Cause, or Threatening to Cause Physical Injury to Another Person;

Causing or Attempting to Cause Damage to School Property or Private Property;

Inappropriate Language

Emotional Abuse: Teasing, spreading rumors, put-downs, discrimination;

Stealing or Attempting to Steal School Property or Private Property

Being Where You Are Not Supposed to Be

Bullying: any act of bullying, including but not limited to bullying committed by means of an "electronic act";

Drug and Alcohol Possession and/or Use;

Harassment: Unlawful harassment because of race, color, national, or ethnic origin, citizenship, age, gender, religion, sexual orientation, physical or mental disability, medical condition, marital status, or any other protected basis includes, but not limited to:

- Verbal conduct such as epithets, derogatory comments or explicit jokes
- Verbal abuse of sexual nature, graphic, verbal commentary or suggestive gestures
- Visual conduct such as leering, derogatory posters, photography, cartoons, drawings, notes or invitations
- Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work directed at students because of gender or race
- Threats or demands to submit to sexual requests
- Making or threatening reprisals after negative response to sexual advances
- Retaliation for having reported or having threatened to report harassment
- Any of the above-mentioned behaviors done electronically, including via internet or text message.

Inappropriate Use of Phone: Students may not photograph, audi record, or film any student, teachers, or staff with any electronic device during or after school hours (on or off campus) without their permission. Students who do not adhere to this policy may be subject to consequences that include after school detention, Saturday Detention or suspension.

Accessing the Playground: Students may not access the playground at any time before, during or after school hours.

Public Display of Affection: Our school recognizes that genuine feelings of affection may exist between students; however, students should refrain from inappropriate intimate behaviors on campus or at school related events. Public displays of affection deemed inappropriate by public standards include but not limited to:

- Lewd or inappropriate affection
- Prolonged kissing

- Inappropriate touching
- Fondling

The Education Code sets out grounds for suspension and expulsion. The following examples of prohibited conduct do not include all the legal grounds for student discipline. Students violating the Code of Conduct (at school, school events, or traveling to/from school or school events) are subject to detention/suspension/expulsion or transfer. Students who are suspended may not attend or participate in school-related events (i.e., athletic games, school dances) for ten (10) calendar days from the incident.

Any student under the influence or in possession of alcohol or drugs at a school event may not attend or participate in school related events for sixty (60) days from the incident. In addition, if the incident occurs at a school dance, the student may not attend the next LCPA school dance. LCPA will provide alternative interventions/consequences to avoid suspension or expulsion such as mediation, restorative circles, detention, community service or Saturday school. However, the administration reserves the right to suspend or expel a student from school if the student's presence on campus poses a safety threat to themselves, their peers, or LCPA staff.

Disruption: Acts of disruption include, but are not limited to, hazing, taunting, and harassment of individuals or groups of students. Acts of defiance or disobedience include inappropriate language or gestures directed against school personnel, and/or refusing to comply with school personnel and/or a refusal to comply with a reasonable request or directive from school personnel engaged in the performance of their duties. This includes, but is not limited to, refusal to serve *detention*, insulting or abusive remarks, willful defiance, giving false information, failure to follow the code of conduct, or failure to identify oneself to teachers or other school personnel.

Commission of an obscene act or engagement in habitual profanity/vulgarity: Students, who use profane or vulgar language and or gestures, either verbally or in writing including email, are liable for *detention* or *community service* on the first offense. Habitual offenders could face more severe consequences.

Substance Abuse: The Charter School prohibits the use of alcohol or drugs by anyone, anywhere on school property and at any school-sponsored event. A student may not bring or use drugs at school or at a school activity, have intoxicating beverages or drugs in his/her possession at school or at a school activi*ty, or attend* school or a school activity under the influence of alcoholic beverages or drugs. Possession of drugs or possession of alcohol by anyone under the age of twenty-one is a violation of the law (Penal Code Section 647.5). The school administration reserves the right to involve law enforcement and/or social service agencies, as it deems necessary or appropriate.

The administration may use Passive Alcohol Sensor (PAS) devices at any or all CHARTER SCHOOL events, activities, or programs.

***Use*, Possession of Tobacco:** The Charter School prohibits students from possessing or using tobacco or tobacco products on campus or anywhere by anyone, on school property and at any school-sponsored event. Any student who brings or uses tobacco products at school or at a school activity may also be assigned to an alternative tobacco program. Repeat offenders could

face more serious consequences.

Use, Under the Influence of, or Possession of a Controlled Substance or Alcohol: Any student who uses, possesses, or is under the influence of a controlled substance or alcohol at school or a school event will be suspended and may be subject to administrative transfer or expulsion. Police intervention may be called upon.

Offer, Sale, Furnish a Controlled Substance or Alcohol: *Any student who offers, sells, or furnishes alcohol or drugs to another person at school or a school function will be suspended and may be subject to administrative transfer or expulsion. Police intervention may be called upon.*

Offer, Sale, or Possession of Drug Paraphernalia: Students may not offer, sell, or possess drug paraphernalia at school or a school function. Police intervention may be called upon.

Any student under the influence or in possession of alcohol or drugs at a school event may not attend or participate in school related events for 60 calendar days from the incident. In addition, if the incident occurs at a school dance, the student may not attend the next Charter School dance.

***Fighting*:** Students shall not fight or attempt to cause bodily harm to another student through physical contact. If a student is attempting to involve another student, that student should walk away and report it to a campus aide, teacher, or administrator. If a student is a victim of a sudden unprovoked attack or fight, that student shall disengage as soon as possible and report the incident to a school official. Students who instigate fights will be subject to the same consequences as those who are actually involved in fighting, which can include expulsion.

***Assault and Battery*:** Students shall not cause, attempt to cause, or (written, including e-mail, or oral) threaten to cause injury of any kind to a student while at school or any school-sponsored event. Students involved in an assault or battery are subject to suspension, possible administrative transfer, expulsion and police referral.

Please note that a student may be recommended for expulsion upon their first involvement in a fight or assault/battery.

***Hate Violence*:** No person shall, by force or threat of force, willfully injure, intimidate, or interfere with, oppress, or threaten any other person in the free exercise of enjoyment of any right or privilege secured by law because of the other person's race, color, religion, ancestry, national origin, immigrant status, homelessness, economic status, gender, sexual orientation, marital status, age, medical condition, physical appearance, or physical or mental disability. No person shall knowingly deface, damage, or destroy the real or personal property of the school or any other person for the purpose of intimidating or interfering with the free exercise or enjoyment of any right or privilege secured to the other person by law because of the other person's race, color, religion, ancestry, national origin, immigrant status, homelessness, economic status, gender, sexual orientation, marital status, age, medical condition, physical appearance or physical or mental disability.

***Bullying*:** Any act of bullying, including, but not limited to, bullying committed by means of an "electronic act", may result in counseling, suspension, police involvement, and a recommendation for possible expulsion. Acts of bullying will be fully investigated before final outcomes are determined. Electronic act means the transmission of a communication, including, but not limited to, a message, text, sound, or image by means of an electronic device such as a telephone, wireless phone or other wireless device, computer, or pager.

***Staff Threats/Intimidation*:** Threat or intimidation of a staff member (verbal, written, electronic, etc.) at any time will result in police involvement, immediate suspension, and a recommendation for possible expulsion.

***Harassment/Hazing*:** Any act directed against a pupil or groups of pupils that is sufficiently severe or pervasive to have the actual and reasonably-expected effect of materially-disrupting classwork, creating substantial disorder, invading the rights of that pupil or groups of pupils by degrading, disgracing, or by otherwise creating an intimidating or hostile education environment. This includes any act committed via the internet, such as Facebook postings, and any act committed via text message or email. Police intervention may be necessary.

Vandalism: Students who willfully damage school property will be suspended from school. The Education Code states that any pupil who violates this rule may be suspended or expelled and the parent/guardian held liable for restitution. In addition, the student may be required to perform a school work service assignment (Penal Code Section 594).

***Theft/Robbery/Extortion*:** Theft/robbery/extortion of any kind or the unlawful possession of the personal property of another is a violation of the law (Penal Code Section 487 and 488). Law enforcement agencies will be enlisted when the investigation exceeds the powers of the school administration, whenever items are not recovered, or when in the judgment of the administration it is warranted. Students guilty of theft, robbery, or extortion will be suspended, administratively transferred, or expelled and will be required to pay restitution.

***Forgery*:** It is to the advantage of students, parent/guardian, and school staff to maintain a good working relationship between school and home; written correspondence and other communications are vital to that relationship. Students who violate this trust by intercepting school communications or forging signatures on school forms or notes will have their parent/guardian contacted, may be *suspended* from school, and may be assigned alternate ways to confirm parent/guardian approval/receipt of correspondence.

***Gambling*:** Any form of gambling is cause for parent contact and *detention* on the first offense and suspension thereafter.

***Weapons, Instruments or Substances*:** The possession or use on campus of weapons, instruments, or substances designed to cause or capable of causing bodily harm is prohibited. The Charter School defines a weapon as any object, including knives or guns that can be used to hurt another person or to make that person think he or she will be hurt in some way. If the object is a gun, it makes no difference if the gun is loaded or unloaded, whether the gun can be fired or not fired. Examples of a gun include, but are not limited to, any "look-alike," imitation, or replica; a toy, BB or pellet gun; any forced air or CO2, pressure gun; starter pistol; or paint-ball gun.

Examples of a knife are, but are not limited to, any object with a blade or sharp point or edge; examples include razor blades, switchblades, pocket knives, Swiss Army knives, dirks, daggers, utility blades, x-acto knives, or ice picks. Other objects prohibited are brass-knuckles, martial arts weapons, clubs, etc. Having a "weapon" on school property, in a school locker, in a car (this includes the trunk and glove compartment), in a backpack, or at a school activity is not permitted and will cause the student to be recommended for expulsion from school.

Search and Seizure: LCPA Administration and campus security reserve the right to search students and their possessions(backpack, purses, clothes, cars, etc.) if we have reasonable cause to believe they may be in possession of a weapon, drug, or substance that jeopardizes the safety of our campus. It is LCPA policy that we will always try our best to notify a parent or family member after we search a student, even if we find nothing illegal in the student's possession.

Internet Policy and Electronic Devices: In order to use a Charter School computer, Internet network, or school email address, each student must have a completed and signed the Charter School Acceptable Use Policy Agreement on file. Violations of the Acceptable Use Policy can result in the loss of technology services, as well as detention, suspension, or expulsion.

Electronic devices are Personal Radios, MP3/iPods, CD, DVD, Cellular Phones, Walkie Talkies, Electronic Games, Tablets, and Paging Devices: The school cannot be responsible for such items. If seen or heard during instructional time, they will be taken from the student. The student's parent/guardian must pick up the electronic device at the end of the school day. Repeated infractions will result in possible *SUSPENSION*, and/or the holding of the item until the end of the semester. **NOTE:** Emergency messages to students should be delivered through the Main Office.

Due to COVID-19, technology distribution for the 2020-2021 academic year will be conducted via drive-through services with distributed protocol and appointments to be maintained until otherwise stated. Additionally, hotspot devices will be provided to requesting students for instructional purposes only as approved by the school site administrator and IT Department.

STUDENT DISCIPLINE FLOW CHART

Off Campus Incident examples	In-Class Disruption-examples	Out of Class Disruption examples
• Starbucks/Parking Lots • Assault/Fighting • Weekend Incidents • Social Media Incident/Bullying/Threat	• Profanity • Cell Phone • Bullying • Harassment(Sexual, Race,Gender) • Disruptive	• Hallways/Indoors • Restrooms • Field/LunchTime • Bullying/Harassment-Fighting

↓ ↓ ↓

The Administration evaluates incidents based on student history/ behavioral plans (IEP's, 504's,Modifications) - determines next steps for students and family. *Collaborate with staff* (SPED dept./ Attendance office/School Counselor/Therapist, for input). Documentation Necessary for parents and staff.

↓ ↓

Action(s) Taken:	Action(s) Taken:
• Fill out Incident Form • Evaluate according to Cal. Ed.Code (48900, 48915) • Document to ensure Due Process • Notify SJPD(if necessary) /Safe Schools Contact/City of SJ/Probation • Parent Contact/Schedule Conference	• Warning/Fill-out Incident Form/Document by Teacher/Staff • Student Reflection Form (Student) • Detention (Quiet Lunch/After School Campus Beautification) • Parent Contact/Conference • In-House Suspension(if necessary)

↓ ↓

If behavior(s) involves violation of Cal.Ed Code 48900, 48915 (a-f), Dean will consult with the Principal or Administrator in Charge to determine next steps, community service option and possible change of placement.	Dean implements and facilitates Restorative Practices/Peer Court with the support of Staff and School Therapist to outline next steps with students..

↓ ↓

If behavior is continually egregious, a designated Administrator will facilitate the Discipline Review Board (DRB) to discuss next steps which may include a change in academic placement and/or expulsion.	Student is supported and integrated back to class successfully with provided support plan recommended by Dean/ Teacher/Counselor/Administrator

The Discipline Review Board (DRB)

The Dean of Students may invoke a DRB for matters of a serious nature, ones that may warrant suspension or expulsion, or if the Principal believes the student may be better served by this process.

➢ The Discipline Review Board is facilitated by the Director of Student Services and two administrative employees of the Foundation for Hispanic Education.

- ➢ Unless notified, the student referred to the DRB must attend the DRB session.
- ➢ With the exception of school staff, no other persons may be present at a session of the DRB.
- ➢ Attorneys representing a student and/or his/her family must notify the Director of Student Services prior to the DRB session.
- ➢ The Dean of Students presents the facts of the infraction(s), the consequences as outlined in the handbook, and any preceding cases that have happened in the past. The student and parent(s) are invited to speak to the infraction(s) as well as discuss their proposal to address the consequences as outlined in the handbook. The DRB is not a time for the student and/or parent to litigate the facts or reason for the meeting.

School uniform policy

Uniform policy

The Latino College Preparatory Academy requires that each student report to school in a school approved uniform. The school believes that uniforms are essential to help students develop pride in their school. Other reasons for requiring uniforms are that they teach students to follow school rules and to dress appropriately for special events. The uniform policy was also created to ensure that we maintain a positive and safe school climate. Students in uniform are easily identified by our school's faculty, staff, and visitors, and easily distinguished from Latino College Preparatory Academy students and visitors. Below is a list of guidelines that must be followed on a daily basis.

Regular dress

Students are expected to wear a white or black polo-shirt with the appropriate LCPA school logo. LCPA school polo shirts and apparel are available for purchase with the Office Manager located in the LCPA Main Office

Students are expected to wear appropriate black pants that includes (Dockers or other pant/slack brands).

Students are expected to wear outerwear (i.e. sweaters, hoodies) that have LCPA's name and/or logo.The only acceptable imprint/graphic is our LCPA school logo or any other school approved t-shirt or hoodie. During the summer months and **HOT DAYS ONLY** students may wear appropriate shorts.

College Bound culture

In efforts to promote future college attendance, students may wear appropriate college or university apparel in lieu of their regular school uniform.

Professional dress Mondays

One of the goals of our Uniform Policy is to show students how to dress for special events. To reach this goal, we have implemented our ***Dress for Success*** program which assists students in becoming more independent, self-confident, and efficient learners. Students are required to dress in their appropriate professional attire consisting of (Males: Button down shirt, Tie or Bow Tie, Slacks and dress shoes. Females: Blouse, slacks, knee-length skirts, dress shoes)





MONDAY PROFESSIONAL DRESS IS MANDATORY

Young Women:	**Young Men:**
Professional Blouse	Dress Collar Shirt
Professional Bottoms; Skirt or Slacks	Professional Bottoms; Slacks
Professional Dress	Tie or Bow **Must**
Professional Coat	Professional Coat or Vest
Professional Dress Shoes	Professional Dress Shoes

Uniform Public Complaint(UPC) Form

FOR THE LEA (not to be on form itself):
• This form shall be in English, and when necessary, in the primary language, pursuant to section 48985 of the Education Code.
• The terms 'pupil' and 'student' may be used interchangeably.
• This notice will no longer reference the California High School Exit Exam nor Intensive Instruction and Services at this time.

Education Code (EC) Section 35186 created a procedure for the filing of complaints concerning deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment.

Additionally, Uniform Complaints can be filed when addressing complaints alleging unlawful discrimination based on age, sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion,color, or mental or physical disability in any program or activity that receives or benefits from state financial assistance. The complaint and response are public documents as provided by statute. Complaints may be filed anonymously. However, if you wish to receive a response, you must provide the following contact information.

Response requested: ❑ Yes ❑ No

Name (Optional):_____ Mailing Address

(Optional):_____

Phone Number Day (Optional): _____ Evening (Optional):

_____

Issue of complaint (please check all that apply):

1. Textbooks and Instructional Materials

❑ A pupil, including an English learner, does not have standards-aligned textbooks or instructional materials or state-adopted or district-adopted textbooks or other required instructional materials to use in class.

❑ A pupil does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each pupil.

❑ Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.

❑ A pupil was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

2. Facility Conditions

❑ A condition poses an urgent or emergency threat to the health or safety of students or staff, including: gas leaks, nonfunctioning heating, ventilation, fire sprinklers or air-conditioning systems, electrical power failure, major sewer line stoppage, major pest or vermin infestation, broken windows or exterior doors or gates that will not lock and that pose a security risk, abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff, structural damage creating a hazardous or uninhabitable condition, and any other emergency conditions the school district determines appropriate.

❑ A school restroom has not been maintained or cleaned regularly, is not fully operational and has not been stocked at all times with toilet paper, soap, and paper towels or functional hand dryers.

❑ The school has not kept all restrooms open during school hours when pupils are not in classes and has not kept a sufficient number of restrooms open during school hours when pupils are in classes.

3. Teacher Vacancy or Misassignment

- ❑ Teacher vacancy - A semester begins and a teacher vacancy exists. (A teacher vacancy is a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.)
- ❑ Teacher misassignment - A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learner pupils in the class.
- ❑ Teacher misassignment - A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Date of Problem: Location of problem (school name, address, and room number or location):

Course or Grade Level and Teacher Name:

Describe the specific nature of the complaint in detail. You may include as much text as necessary (please use other side):

Please file this complaint with the principal of the school or his/her designee in which the complaint occurred:

Location:

Title of office

Address:

Street *City* *Zip code*

A complaint about problems beyond the authority of the principal shall be forwarded within 10 working days to the appropriate school district official for resolution

UNIFORM COMPLAINT PROCEDURE (UCP)

This form may be completed and submitted when a person or organization believes The Foundation for Hispanic Education has violated a federal or state law regulation governing one of the following: 1) Consolidated Aide Programs, 2) Migrant Education, 3) Child Nutrition, 4) Special Education, 8) Title VII. A complaint can be submitted in any form, this form is one such option.

For Williams Settlement Procedures: Sufficiency of Materials, Emergency or Urgent Facilities Issues, or Teacher Vacancies and Misassignment Issues, Use Separate Williams Complaint Form.

Date:

TO:
Principal/Director

Address

City/State/Zip

or The Foundation for Hispanic Education
C/O Compliance Designee (CEO)
14271 Story Road

San Jose, California, 95127

FROM:
Name:

Address:

Telephone:

Program Addressed in complaint:

COMPLAINT:
Please describe in your own the nature of the complaint including all names, dates, and places relevant to understanding your concerns. (You can include additional pages if necessary)

I certify that the information above is true and accurate to the best of my knowledge.

Signature of Originator

Signature of Originator

Signature of Originator

Signature of Originator

THE FOUNDATION FOR HISPANIC EDUCATION
Uniform Complaint Procedures (UCP) Submission

An individual, public agency, or organization may file a written complaint of alleged noncompliance by LCPA,LVLA, or RCLA. Complaints alleging unlawful discrimination may be filed by a person who alleges that he/she personally suffered unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to unlawful discrimination. The complaint must be initiated no later than six months from the date when the alleged discrimination occurred or when the complainant first obtained knowledge of the facts of the alleged discrimination (Title 5, California Code of Regulations).

1. Submit this form in person or by email to the school Office of the Principal/Director.
2. Submit this form in person or by mail to:
   Uniform Complaint Administrator, TFHE Compliance Designee (CEO)

Complaints can be filed in any form; this particular form does not have to be submitted to file a complaint.

3. Retain a copy for your own files.

MEDIATION
Within six days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation.

INVESTIGATION
The compliance officer is encouraged to investigate within ten days of receiving the complaint or an unsuccessful attempt at mediation.

RESPONSE
The School's response shall be in writing and sent to the complainant (Title 5, California Code of Regulations, SEction 4631).

APPEAL
You may appeal the School Site decision directly to the CEO or designee of the Foundation for Hispanic Education within 60 calendar days from the receipt of the School's decision. The CEO or designee decision shall be considered final. However, the Board may decide to hear an appeal if the complaint provides sufficient information to establish a factual base the complaint was not resolved within the parameters of law, policy , or procedure. If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 days of initial review of the complaint or within the time period that has been specified in a written agreement with the complainant (Title 5, California Code of Regulations, Section 4631).

Enclosed are direct contacts that provide further assistance:

- Executive Offices TFHE (408) 585-5022
- Main School Offices
  - Latino College Preparatory (408) 471-4680 ext 2216
- East Side Union High School District (408) 347-5177
- Administrator for Charter School Oversight

ATTENDANCE

Regular attendance has a direct impact on academic achievement. *If you need to report an absence Parents/guardians must call **408-729-2281** in their student's absence, within 48 hours of the absence.*

During the course of remote learning or hybrid accommodations due to COVID-19 measures, students are required to honor all attendance requirements located herein and provided in subsequent plans as an attachment to remote learning schedules. Accordingly, students who are provided with Chromebook devices will adhere to all coursework and access expectations.

Attendance will be tracked as determined by the California Department of Education (CDE) and enforced by the school site administration.

Arrival

Students should arrive at school no earlier than 7:30 am and no later than 8:10 am. There is no school supervision before 7:30. Upon arrival, students are to go to the student lounge or a supervised classroom.

Late Arrivals

Students are expected to be in their classroom and ready for class by **8:15 am.** Those who are late to school must report to the office with a note from a parent or guardian before going to class and must get a tardy slip for admission to class. Pupils may be given a classroom assignment after school to make up missed time. Families of pupils with excessive tardiness will be contacted for a conference with the teacher, the principal, or designee.

Please refer to the progressive discipline system under the "Student Conduct" section for unexcused tardy consequences.

If student tardiness persists after being assigned to Saturday school – meeting with the parent and student will be set up and the student will be placed on a contract.

(If a student fails to uphold the contract assigned to them – the Dean may recommend a Disciplinary Review Meeting).

Absences

Schools are funded only for student's actual attendance. It is imperative that students who have been absent return with a signed note indicating the specific dates absent and the specific reason for the absence. Please schedule family trips for non-school days and medical/dental appointments after school hours if possible. The following types of absence are excused:

- ✓ Medical: Illness, surgery, medical/therapeutic appointment. Medical/dental absences (or tardiness) are best documented by the practitioner's appointment note.
- ✓ Bereavement: This includes the immediate family (father, mother, grandmother, grandfather, sister, brother) of the pupil.
- ✓ Non-medical: Court appearance, religious holiday or ceremony, legal appointment.

Extended Absence

In case of an extended absence, please contact the principal regarding options. Two or more absences may result in a conference and formal notice of parental obligation to assure student's regular school attendance. **Continued excessive absences may result in dismissal from the LCPA.** Proof of doctor's care or prescribed convalescence may be required for excessive absences reported as due to illness.

For any COVID-19 related absences, the school site administration team will ensure to keep such accommodations private or anonymous while providing public notice of a positive student case to all potential students and staff who were

in contact with the highlighted student.

Student Services

The Student Services Department and staff creates and updates the IEP Tracking and Supports for ASY 2020-2021 for continuing students, incoming 9th graders and all grade transfers for Latino College Preparatory Academy. Including the following guidelines:

- Staffing needs
- Coordinate and meet with Service Providers for contracts/MOU's
- Continue to meet with incoming and transfer students regarding IEPs and services
- Support Summer programming (if and as needed)
- Begin Special Education Monitoring Review Process for 2019-2020
- Continue to be available and hold virtual/remote office hours during school year for ALL students to check-in and address mental health needs and/or linkage to supports/services
- Continue collaboration with Santa Clara County Behavioral Health in renewing our contract for service and participating in the renewal process.
- Student and families can find information about the **Youth Suicide Prevention Policy** in the following link. Also available in Latino College Preparatory Academy website.

Youth Suicide Prevention Policy

TRANSPORTATION

STUDENT PARKING

All students who drive a vehicle to school are required to have an LCPA Parking Permit for the current school year in their vehicles. Students are not allowed to go to their cars anytime during school hours without permission from administration. Students who walk to their cars for any reason without the permission of an administrator are subject to lunch or after school detention. In order to obtain a permit, students are required to show a valid driver's license, proof of vehicle registration, and proof of insurance, and provide a parent signed registration form. Students may obtain/ renew their LCPA Parking Permit in the main office. Cars without permits are subject to be towed by the San Jose Police Department.

Students may obtain/renew their LCPA Parking Permit in the main office subject to academic, discipline, and other standard compliance. Cars without permits are subject to be towed by Rebello's Towing as approved by the City of San Jose Police Department.

BICYCLES

The privilege of riding a bicycle to school bears the responsibility of following these guidelines, to ensure the safety of both the rider and other persons walking in and around the school premises:

- ✓ Pupils must have parental permission to ride their bicycles to school.
- ✓ Pupils must wear a bicycle helmet while riding. It's the law!
- ✓ Bicycles should be licensed, locked, and easily identified. The school cannot be held responsible for loss or damage.
- ✓ Bicycle riding is not permitted on school grounds.
- ✓ Bicycle safety rules must be adhered to at all times:
    - o Use proper hand signals.
    - o Walk bicycles in the crosswalks.
    - o Ride single.
    - o Ride on the right.
    - o When arriving at and leaving from school, bike riders must walk their bicycles to/from the racks or onto the sidewalk.

In order to minimize the potential for COVID-19 transmission, please be advised that bicycles are not permitted for use in the 2020-2021 academic year until further notice. This is in order to limit the use of greater shared spaces and crowding around bicycle rack areas. For any transportation issues that this may cause, please contact your school site administrator.

SKATEBOARDING

Skateboarding is prohibited on campus at all times.



Academic Policies

Academic dishonesty

Students caught cheating during an exam or committing plagiarism, will receive an "F" for the given assignment. If the student continues, a parent conference will follow with additional consequences including, but not limited to an Academic Honesty Contract and/or suspension.

Homework

Specific minimums or maximums are difficult to establish since the amount of relevant homework may vary from week to week, month to month, or class to class. Likewise, the time required to complete a specific assignment will vary according to the ability of the pupil and the individual's study habits. The amount of homework is assigned as deemed appropriate by each teacher for the particular class and individual children.

In all classes, **homework is expected to be turned in on time**. Because homework is the pupil's responsibility, forgotten assignments that are faxed or e-mailed to school are considered late assignments. Teachers will explain their homework policies at Back-to-School Night.

Grading Policy

Grading at LCPA gets progressively tougher – this is done to emulate the grading that students will encounter in college.

Students in AP courses, regardless of grade-level will follow the percentage breakdown of the 12th grade – as AP courses are intended to be at college-level rigor.

In order for students to be college eligible they should have a "C" or better in any given class.

Uniform Grading System School -Wide

ATTENDANCE	ENGAGEMENT	FORMATIVE ASSESSMENTS	HOMEWORK	SUMMATIVE ASSESSMENTS
10%	30%	25%	10%	25%
	Regularly Submit Assignments **Class participation** **HERO Entries**	**Quizzes** **Exit tickets** **Check for understanding,** **3 short answers**		**Projects,** **Research papers** **Final Exam**

Grade Distribution: A traditional grading scale is used to assign grades based on the percentage of total points earned as follows:

A+	A	A-	B+	B	B-	C+	C	C-	D+	D	D-	F
100-97	96-94	93-90	89-87	86-84	83-80	79-77	76-74	73-70	69-67	66-64	63-60	59%

CHROMEBOOK/TEXTBOOKS POLICY

- Latino College Preparatory Academy supplies its students with a chrome book in order to support and enhance learning. Students are expected to use these textbooks, care for them and return them in good condition.
- Students who destroy or do not return textbooks will not be allowed to participate in extracurricular activities until the textbooks are returned or the school is reimbursed for any lost or damaged textbooks. Students who do not return books will not receive their official transcripts.
- If a student loses or fails to return a book, the parent/guardian is responsible to reimburse the school for the replacement cost of the textbook. Replacement value will be processed through the office manager of the school in which the book was originally assigned.

Textbook Distribution

- The Director will issue students' books to the educator during the first day of school.
- The students will return the Student Textbook Contract signed for parent/student. This form will be given to students when they pick up their Class Schedules, a week before.
- The educator distributes books and completes the Textbook Assignment Form.

Textbook Collection

- Textbook will be collected the day after the final exam

- The educator will verify the return of each student's textbook through the Textbook Assignment Form.
- After completion of the textbook collection, the educator will provide the Textbook Assignment Form to the Office Manager identifying the names of the students who have not returned textbooks.

Students Responsible for the School Textbooks

- Be sure you always have your own book! If you turn in another student's book, you will still be responsible for the book number checked out to you.
- All textbooks are to be returned to the educator on or before the last day of school.
- Students with unreturned textbooks or books returned in unusable condition will be placed on PowerSchool, under Administration.
- The obligation stays on the student's record until the book is returned, the cost of the book is paid or an identical replacement book is provided.

ATHLETICS

The following sports are available to LCPA students

Fall Sports	Winter Sports	Spring Sports
Boys Cross Country	Boys Basketball	Baseball*
Girls Cross Country	Girls Basketball	Track & Field
Girls Volleyball	Boys Soccer	Coed Lacrosse
	Girls Soccer	Softball

TEAM ELIGIBILITY INFORMATION

As a member of a high school team you have many responsibilities. Among them is remaining eligible or reporting your ineligibility immediately should it occur. The Rules and Regulations Governing Interscholastic Athletics States "If a school plays an ineligible student, knowingly or unknowingly, in any contest involving sports teams- all contests in which the student participated must be forfeited." Summarized below are the eligibility rules which you must observe:

- ✓ Only students who are amateurs may participate in athletic contests.
- ✓ Students on high school teams become ineligible if they play on "outside" teams, in the SAME sport, during their high school season of sport.
- ✓ For the purpose of this rule, outside competition is prohibited from the opening contest (scrimmage) until the final contest of that sport (league, playoff, or state competition) in which that school is involved, both dates inclusive. The prohibition on playing on outside

teams applies to school holidays and vacation periods which occur during the season of the sport.

- ✓ To be eligible for an athletic contest a student must be in at least 20 semester periods of work and passed 20 semester periods of work at the completion of the last regular school marking period is scholastically eligible until the completion of the current regular marking period.
- ✓ Students must have at least a 2.0 GPA in order to be eligible to play a sport
- ✓ **Due to COVID-19 measures, all RCLA Athletics functions are suspended until further notice as designated in The Foundation for Hispanic Education's (TFHE) Non-Instructional COVID-19 Response Plan. The activities not permitted include but are not limited to athletic practice, competitions, intramurals, drills, and scrimmages.**

  The areas closed until further notice are athletic fields, plaza areas, and areas previously used for any type of athletic activity. For updates, please contact your school site administrator.

Transportation and Release Waiver

LCPA will provide some transportation either in a school van or vehicle driven by a school office. I authorize my son or daughter to ride in a school van or vehicle driven by a school office in connection with his/her participation in the athletic program. I agree to release LCPA, its officials, directors, employees, and coaching staff from any and all liability arising out of the operation of these vehicles.

Additionally, I authorize my son or daughter to use the following alternative mode of transportation; A private vehicle driven by the parents of another LCPA student. I understand that when this alternative mode of transportation is used, the driver and owner of the vehicle are fully responsible for the safety of operation, for any and all liability arising from the operation of the vehicle, and for maintaining insurance coverage as required by law. I agree to waive any and all liability against LCPA, its officials, directors, employees, and coaching staff for injuries suffered while using the alternative mode of transportation.

Drug Free

Our school is a drug-free school. Student-athletes must abstain from illegal drugs, tobacco, alcoholic beverages, and activities that limit their potential. As a condition of membership in the CIF, all member schools shall adopt policies prohibiting the use and abuse of androgenic/anabolic steroids. All member schools shall have participating student-athletes and their parents, legal/caregiver agree that the athlete will not use steroids without the written prescription of a fully-licensed physician (as recognized by the AMa) to treat a medical condition. (CIF Bylaw 503.1). We also recognize that under the CIF bylaw 202, there could be penalties for false or fraudulent information. We also understand that the LCPa policy regarding the use of illegal drugs will be enforced for any violations of these rules.

Concussion Protocol

A student-athlete who is suspected of sustaining a concussion or head injury in a practice or game shall be removed from play may not return to play until the athlete is evaluated by a licensed health care provider trained in education and management of concussion and received written clearance to return to play from the health care provider.

If a licensed health care provider, trained in education and management of concussion determines that the athlete sustained a concussion or a head injury, the athlete is required to complete a graduated return to pay protocol of no less that (7) full days from the time of diagnosis in the supervision of a licensed health care provider. On a yearly basis, a concussion and head injury information sheet shall be signed and returned by all athletes and the athlete's parent or guardian before the athlete's initial practice or completion. (Approve May 2010 Federated Council/Revised May 2012 Federated Council/Revised January 2015 Federated Council).

COVID-19 Protocol and Overview

COVID-19 (Novel Coronavirus) is an infectious disease that spreads primarily through droplets of saliva or discharge from the nose when an infected person coughs or sneezes. Per the World Health Organization (WHO), "those infected with COVID-19 virus will experience mild to moderate respiratory illness".

Higher risk sections of the general population include those with "underlying medical problems like cardiovascular disease, diabetes, chronic respiratory disease, and cancer are more likely to develop serious illness".

Symptoms for COVID-19 include, but are not limited to, fever or chills, coughing, shortness of breath or difficulty breathing, chest pains, confusion, fatigue, muscle or body aches, headache, and the new loss of taste or smell. The most effective methods of reducing transmission per the Center for Disease Control and Prevention (CDC) are:

- Practice social distancing - remain six feet apart from all individuals.
- Wash your hands often with soap and water for at least 20 seconds especially after in a public place, or after blowing your nose, coughing, or sneezing.
- Avoid touching your eyes, nose, and mouth with unwashed hands.
- All individuals must wear a mask in public/proximity to others at all times.
- Public spaces are recommended for sterilization between uses.

- Keep a clean space and throw all trash in a disposal bin.
- If experiencing symptoms, self-isolate. In extreme cases, seek medical attention immediately.

Latino College Preparatory Academy (LCPA) is working with The Foundation for Hispanic Education (TFHE) administration in order to follow all local and statewide requirements with frequent updates to site measures and practices. For more information, please contact your school site administrator.

Guiding Sources of Information

The TFHE COVID-19 Response Plan contains best practices and recommendations compiled from the following agencies and organizations releasing guidance for COVID-19 on either a local, statewide, or national level:

- Santa Clara County Department of Public Health (SCC DPH)
    - Health Orders, Social Distancing Protocol, Reopening Guidance
- Santa Clara County Office of Education (SCCOE)
    - Stronger Together - Recovery and Reopening in Santa Clara County
- California Department of Education (CDE)
    - Stronger Together A Guidebook for the Safe Reopening of California's Public Schools
- State of California
    - Assembly Bill 77 (School Budget and Operation Revisions)
- Center for Disease Control and Prevention (CDC)
    - Health Orders, Social Distancing Protocol, Reopening Guidance

COVID-19 Site Measures

The Foundation for Hispanic Education (TFHE) will continue to operate on-site and be responsible for the day-to-day maintenance of LCPA. Duties include, but are not limited to, cleaning instructional spaces and common areas, completing deferred maintenance, coordinating vendor tasks, and other safety-based tasks.

The required functions required in line with COVID-19 measures are sterilization of instructional spaces after use, ongoing cleaning of common spaces, assisting with employing new nutrition requirements, and supporting safe distribution efforts (i.e.,

food, technology, uniforms, instructional materials). Third-party vendors will also work with TFHE and LCPA on a schedule to clean high-traffic areas in maintaining a safe site.

To adequately follow the listed guidelines, investment is being made by TFHE and LCPA for sterilization and safety equipment, personal protective equipment (PPE), and adequate site directional signage.

- **Sterilization and Safety Equipment:** All sterilization and safety equipment is being acquired through previous vendors with CDC-approved products. Demand requires a cleaning of instructional space, corridors, and common space.

- **Personal Protective Equipment (PPE):** PPE like gloves, masks, face shields, or other barriers are in high demand and required for any effective plan to re-commence on-site school operations. Spare capacity is available upon request and built primarily for those without access to PPE.

- **Site Directional Signage:** Guiding signage properly informing school site students, families, faculty, and staff members of the path of travel is required to reduce any risk of COVID-19 transmission. All considerations will be compliant with the American Disabilities Act (ADA).

In order to limit transmission/risk for COVID-19 and reduce the scoped area for sterilization, students will remain in predetermined instructional spaces. Spatial requirements will be altered based on guidance from public agencies. **See below.**

COVID-19 Response Efforts

LCPA and TFHE understand that it's COVID-19 Response Plans will require alignment to its operation with East Side Union High School District (ESUHSD) to the extent possible in day-to-day operation, planning, and reporting. For non-instructional components, all school sites will continue to follow the Ralph M. Brown Act, the California Public Records Act, the American Disabilities Act (ADA), Local Control Funding Formula (LCFF), and all other federal/state/local regulations.

In responding to the ongoing global pandemic, several key departments from TFHE will be integral in administering their own processes and protocol with alignment to public safety best practices guiding K - 12 schools.

- TFHE's Department of Teaching & Learning will be responsible for instructional components of the COVID-19 Response Plans, class schedules, instructional standards, lesson plan review, and teacher training in consideration of the California Department of Education (CDE) requirements.

- TFHE's Information Systems & Technology department is tasked with providing all technological accommodations and student information system requests to LCPA students and families in order to facilitate distance learning.

- TFHE's Department of Compliance will oversee the development of the non-instructional COVID-19 reopening plans, logistical implementation and audits, operations/compliance reports to agencies, and general purchasing.

Each listed department will be responsible for the execution, monitoring, and reporting of their listed scope. All plans created by each department will require review and approval from LCPA's Administration, TFHE's Chief Executive Officer, and/or the TFHE Board of Trustees prior to finalization with authorizers and external parties. All adopted plans will be posted as well in summary form for access to students and parents as required.

Reopening measures and preventative pre-work have taken place from the start of school closures on Monday, March 16, 2020, until the present day (July 2020). However, all TFHE local education agencies (LEAs) are prepared for re-commencing remote learning in Fall 2020 due to local and statewide mandates for safety.

For more information, please contact your school site administrator or main office.

Latino College Preparatory Academy (LCPA)
Charter Petition Renewal

Appendix 15: LCPA Student and Parent Handbook

Latino College Preparatory Academy (LCPA)
Charter Petition Renewal

Appendix 16: LCPA Master Schedule and Course Descriptions

Department	Room #	Ext.	Teacher	Period 1. Monday & Thursday 9:00-10:20 am. Wednesday 9-9:35 am	Period 2. Monday & Thursday 10:35-11:55 am. Wednesday 9:40-10:15 am	Period 3. Monday & Thursday 12:55-2:15 pm. Wednesday 10:20-10:55 am	Period 4. Tuesday and Friday 9:00-10:20 am. Wednesday 12:55-1:30 pm	Period 5. Tuesday & Friday 10:35-11:55 am. Wednesday 1:35-2:10 pm	Period 6. Tuesday & Friday 12:55-2:15 pm. Wednesday 2:15-2:50 pm	Advisory. Wednesday 11:10-11:55 am
ELECTIVE	101	2101	Elba Martinez	VisArt 2	VisArt 1	PREP	VisArt 1	VisArt 1	VisArt 2	10
	106	2106	Roberto Romo	RCLA	Digital Media I	Aztec Dancing	PREP	Digital Media I	Aztec Dancing	11
	SJCC		Lindsay Walsh	DUAL CREDIT (SAN JOSE CITY COLLEGE)				COMS 10	COMS 10	
	SJCC		Waylon Baker	DUAL CREDIT (SAN JOSE CITY COLLEGE)			COMS 10			
	SJCC		Julie Kennedy	DUAL CREDIT (SAN JOSE CITY COLLEGE)				ECE 107		
	SJCC		Beatriz Orozco	DUAL CREDIT (SAN JOSE CITY COLLEGE)					COMS 10	
ENGLISH	313	2313	David Abry	English 10	PREP	English 10	Honors English 10	English 10	English 10	10
	310	2310	Christina Azevedo	AP English Lit.	English 12	PREP	English 12	English 12	English 9	12
	306	2306	Melissa Manoguerra	PREP	English 11	Drama	AP English Lang.	English 11	English 11	10
	RCLA	4101	Krista Reutter	RCLA	English 9	RCLA	PREP	English 9	English 9	RCLA
	RCLA		Mandy Lau	PREP	RCLA	RCLA	RCLA	RCLA	AP English Lang.	RCLA
MATH	205	2205	Salvador Cerna	Math 1	Math II	Math II	Math II	Math II	PREP	11
	209	2209	James Frederick	PREP	Math I	Math I	Math I	Math I	Math I	12
	203	2203	Leonel Lerena	Pre Cal	RCLA	Math III	Math III	Math III	Pre Cal	10
	RCLA		Miguel Bedoya	RCLA	PREP	AP Cal	RCLA	RCLA	RCLA	RCLA
PE	Athl. West	2250	David Wulff	PE	PE	PREP	PE	Athletics	PREP	9
SCIENCE	211	2211	Celina Escobedo	Chemistry	Chemistry	Forensics	PREP	Chemistry	APES	10
	213	2213	David Najlis	Physics	Physics	PREP	Biology	RCLA	Physics	9
	210	2210	Alexis Pimentel	Biology	PREP	Biology	Biology	Biology	Biology	11
	RCLA		Chris Garvin	PREP	Biology	RCLA	RCLA	RCLA	RCLA	RCLA
	RCLA		Sarita Indurkar	Forensics	PREP	RCLA	RCLA	RCLA	RCLA	RCLA
SOCIAL SCIENCE	311	2311	Melissa Aguilar	World History	AP US Gov.	AP US Gov.	Government	PREP	Government	12
	307	2307	Cesar Herrera	US History	US History	AP US History	US History	US History	PREP	11
	309	2309	Carlos Villarreal	World History	RCLA	World History	World History	Ethnic Studies	PREP	9
	RCLA		Charlotte Van Noppen	AP World History	RCLA	AP World History	RCLA	PREP	RCLA	RCLA
SPANISH	305	2305	Nohemy Sanchez	AP Span. Lang.	AP Span. Lang.	AP Span. Lang.	AP Span. Lit.	AP Span. Lit.	AP Span. Lit.	11
	303	2303	Martha Ramirez	Spanish 1	Spanish 2	Spanish 1	Spanish 1	Spanish 1	PREP	12
	301	2301	Maria Humildad	Spanish 3	PREP	Spanish 2	Spanish 3	Spanish 2	Spanish 2	9
	RCLA		Brody Klein	RCLA	Spanish 1	RCLA	PREP	RCLA	Spanish 2	RCLA
OTHER	1D	1048	Anel Albertao	ELD	ELD	ELD	ELD	ELD	PREP	

Subject Requirement A - Social Science

Social Science Course Descriptions:

- **World History**
  Grade: 10th

History Alive! World Connections, in this course, students will study Modern World History focusing on the Foundations of World History to Contemporary World History.This course focuses on world connections by taking a global approach to the study of world history and exploring the inter-regional connections and global themes that connect our world today. Students will use multiple lenses when examining eras in world history and understanding the development of events and interactions among the world's people and cultures today. Students will also use critical thinking and analysis skills to examine the social, cultural, political, and technological changes throughout world history.

Prerequisite: *Sophomore standing*
Meets University Entrance Requirements: CSU, UC ("a", "g")

- **AP World History**
  Grade: 10th

AP World History is designed to be the equivalent of a two-semester introductory college or university World History course. In AP World History, students investigate significant events, individuals, developments, and processes in six historical periods from approximately 8000 B.C.E. to the present. Students develop and use the same skills, practices, and methods employed by historians: analyzing primary and secondary sources, developing historical arguments, making historical comparisons, and utilizing reasoning about contextualization, causation, and continuity and change over time.

The course provides five themes that students explore throughout the system to make connections among historical developments in different times and places: interaction between humans and the environment; development and interaction of cultures; state building, expansion, and conflict; creation, growth, and exchange of economic systems; and development and transformation of social structures. Students will learn to assess historical materials- their relevance to a given interpretive problem, their reliability, and their importance- and weigh the evidence and interpretations presented in historical writings. The course will develop the necessary skills for students to arrive at conclusions based on informed judgments and present reasons and evidence clearly and persuasively when writing and speaking. This course will also prepare students for the College Board's Advanced Placement Exam in World History.

Prerequisite: *Sophomore standing*
Meets University Entrance Requirements: CSU, UC ("a", "g")

❖ **U.S. History**
Grade:11th

History Alive! Pursuing American Ideals has students learning US History through the lens of the founding ideals- liberty, democracy, rights, equality, and opportunity found in the Declaration of Independence. Students will be debating and discussing history to ask to go beyond the chronological timeline of US History. By the end of the school year, students will be able to make deeper connections between the past and present.

Prerequisite: *Junior standing*
Meets University Entrance Requirements: CSU, UC ("a", "g")

❖ **AP United States History**
Grade: 11th

AP U.S. History is an introductory college-level U.S history course. Students will cultivate their understanding of U.S. history from c. 1491 to the present through analyzing historical sources and learning to make connections and craft historical arguments as they explore concepts like American and national identity; exchange and technology; geography and the environment; migration and settlement; politics and power; America in the world; American and regional culture; and social structures. This course will also prepare students for the College Board's Advanced Placement Exam in American History.

Prerequisite: *Junior standing*
Meets University Entrance Requirements: CSU, UC ("a", "g")

❖ **American Government**
Grade: 12th

Government Alive! Power, Politics, and You actively connect the government to the everyday lives of high school students. This course provides students with hands-on lessons and a concise, standards-based text, which engages students in learning about the US government at the local, state, and federal levels. Government Alive! Power, Politics, and You inspire and prepare students to become active citizens.

Prerequisite: *Senior standing*
Meets University Entrance Requirements: CSU, UC ("a", "g")

❖ **AP United States Government and Politics**
Grade: 12th

AP U.S. Government and Politics provides a college-level, nonpartisan introduction to key political concepts, ideas, institutions, policies, interactions, roles, and behaviors that characterize the constitutional system and political culture of the United States. Students will study U.S. foundational documents, Supreme Court decisions, and other texts and visuals to gain an understanding of the relationships and interactions among political institutions, processes, and behaviors. They will also engage in disciplinary practices that require them to read and interpret data, make comparisons and applications, and develop evidence-based arguments. In addition, they will complete political science research or applied civics project. AP U.S. Government and Politics is equivalent to a one-semester introductory college course in U.S. government.

Prerequisites: *Senior standing*
Meets University Entrance Requirements: CSU, UC ("a", "g")

❖ **Economics**
Grade: 12th

Econ Alive! The Power to Choose demystifies economics for students. A concise, standards-based text and multiple intelligence activities help students grasp complex concepts in the context of understandable real-world situations. This program promotes an economic way of thinking about what's going on worldwide and why. Econ Alive! The Power to Choose also builds personal financial literacy to prepare high school students to participate in today's and tomorrow's economies.

Prerequisite: *Senior Status*
Meets University Entrance Requirements: CSU, UC ("a", "g")

Subject Requirement B - English Language Arts

English Language Arts (ELA) Course Descriptions:

❖ **English 9**
Grade: 9th

English 9 is a California Common Core State Standards (CA CCSS) based college preparatory course designed to help students develop the knowledge and skills needed for advanced placement as well as for success in college and beyond without remediation. The Springboard Curriculum is designed using current research on best instructional practices and pedagogy.

This course will help students learn the full implementation of the CA CCSS for ELA/ Literacy so all students can achieve the outcomes defined in the new standards:

- Higher-order critical thinking skills
- Precision in reading and writing
- Accurate analysis and evaluation
- Problem-solving skills
- Deeper conceptual understanding
- Expanded academic vocabulary
- Media literacy

This course will teach students; the English Language Arts/English Language Development framework that focuses on teaching and learning and will provide direction for how to implement the standards. Texts, written and spoken, create ways for students to make sense of the world. Not only will students learn to navigate a variety of texts, but students will also become familiar with the discourse of academic English. The course focuses on three parts of reading and writing: content, process, and purpose. Students will develop fluency with a wide variety of reading materials—organized around topics (which may be controversial)—characteristic of those they are likely to encounter in testing situations.

Prerequisite: *Freshmen standing*
Meets University Entrance Requirements: CSU, UC“b”

❖ **English 10**
Grade: 10th

English 10 is a California Common Core State Standards (CA CCSS) base college and career readiness course designed to help students develop the knowledge and skills

needed for advanced placement as well as for success in college and beyond without remediation. The Springboard Curriculum is designed on current research on best instructional practices and pedagogy.

This course will help students learn the full implementation of the CA CCSS for ELA/ Literacy so all students can achieve the outcomes defined in the new standards:

- Higher-order critical thinking skills
- Precision in reading and writing
- Accurate analysis and evaluation
- Problem-solving skills
- Deeper conceptual understanding
- Expanded academic vocabulary
- Media literacy

This course will teach students; the English Language Arts/English Language Development framework that focuses on teaching and learning and will provide direction for how to implement the standards.This year, students will be introduced to an array of different excerpts, poems, and fictional texts that will be used to help students develop a deeper connection to humanity's past so that students are more equipped as they propel into the future. Additionally, students will focus on informational texts and narrative texts and learn how they help bridge the gap between our experiences, the experiences of others, and the parallels made in fictional writing. As we dive-in and deconstruct these texts, students will be expected to work independently and in groups to help influence a collaborative learning environment.

Prerequisite: *Sophomore standing*
Meets University Entrance Requirements: CSU, UC ("b")

❖ **English 10 Honors**
Grade: 10th

English 10 Honors is a California Common Core State Standards (CA CCSS) base college and career readiness course designed to help students develop the knowledge and skills needed for advanced placement as well as for success in college and beyond without remediation. The Springboard Curriculum is designed on current research on best instructional practices and pedagogy.

This course will help students learn the full implementation of the CA CCSS for ELA/ Literacy so all students can achieve the outcomes defined in the new standards:

- Higher-order critical thinking skills
- Precision in reading and writing
- Accurate analysis and evaluation
- Problem-solving skills
- Deeper conceptual understanding
- Expanded academic vocabulary
- Media literacy

In many ways, CP English 10 and Honors English 10 cover the same content and standards; however, the essential difference involves rigor, expectations, and independence. Honors students are expected to work independently and in groups at a more accelerated rate than the CP English Course. Because of this, students are expected to read more texts, including more complex texts, in class or for homework and write periodic responses that are used for assessment and class discussion. Additionally, students will be immersed in an increased number of core texts that examine the complexities of writing in literature and non-fiction as well as how core themes of texts are connected to our everyday lives. These texts are accompanied by periodic timed-write assignments and projects that require students to focus on creating new content that adds to our world of ideas and concepts. Together, Honors students will create a maintained website that is used to share, present, and discuss the projects they complete throughout the school year. This part of the class requires respect and effective collaboration to develop and grow as scholars in order to be more prepared for AP Language.

This course will teach students; the English Language Arts/English Language Development framework that focuses on teaching and learning and will provide direction for how to implement the standards.Students will be introduced to an array of different excerpts, poems, and fictional texts that will be used to help students develop a deeper connection to humanity's past so that students are more equipped as they propel into the future. Students will be provided with opportunities to address critical reading and critical thinking that promotes accelerating the skills in academic reading and writing Additionally, the course will focus on informational texts and narrative excerpts and learn how they help bridge the gap between our experiences, the experiences of others, and the parallels made in fictional writing. As we dive-in and deconstruct these texts, students will be expected to work independently and in groups to help influence a collaborative learning environment.

Prerequisite: *Sophomore standing*
Meets University Entrance Requirements: CSU, UC ("b")

- **English 11**
  Grade: 11th

English 11 is a California Common Core State Standards (CA CCSS) base college and career readiness course designed to help students develop the knowledge and skills needed for advanced placement as well as for success in college and beyond without remediation. The Springboard Curriculum is designed on current research on best instructional practices and pedagogy.

This course will help students learn the full implementation of the California Common Core State Standards for ELA/ Literacy so all students can achieve the outcomes defined in the new standards:

- Higher-order critical thinking skills
- Precision in reading and writing
- Accurate analysis and evaluation
- Problem-solving skills

- Deeper conceptual understanding
- Expanded academic vocabulary
- Media literacy

This course also enhances student skills in listening, speaking, reading comprehension, language usage, reading comprehension, and critical thinking. The course serves to develop academic writing skills in various forms with a focus on expository reading and writing. Students are offered opportunities to address critical reading and critical thinking that promotes accelerating the skills in academic reading and writing.

Prerequisite: *Junior standing*
Meets University Entrance Requirements: CSU, UC ("b")

❖ **AP English Language and Composition**
Grade: 11th

AP English Language and Composition is an introductory college-level rhetoric and writing course. The course focuses on the development and revision of evidence-based analytic and argumentative writing, the rhetorical analysis of nonfiction texts, and the decisions writers make as they compose and revise. Students evaluate, synthesize, and cite research to support their arguments. Additionally, they read and analyze rhetorical elements and their effects in nonfiction texts—including images as forms of text— from a range of disciplines and historical periods. Students will learn how to cultivate their understanding of writing and rhetorical arguments through reading, analyzing, and writing texts as they explore topics like rhetorical situations, claims and evidence, reasoning and organization, and style.

The course skills are organized within nine units that scaffold student development of the analysis and composition skills required for college credit. Students will practice and develop their reading and writing skills within a select theme or topic and then choose texts, typically short nonfiction pieces. This course will also prepare students for the College Board's Advanced Placement Exam in English Language and Composition.

Prerequisite: There are no prerequisite courses for AP English Language and Composition.
Meets University Entrance Requirements: CSU, UC ("b")

❖ **English 12 (ERWC)**
Expository Reading and Writing
Grade: 12th

The ERWC (Expository Reading and Writing Curriculum) is a college preparatory, rhetoric-based English language arts course for grade 12 designed to develop academic literacy (advanced proficiency in rhetorical and analytical reading, writing, and thinking). The goal of the Expository Reading and Writing Course (ERWC) is to prepare college-bound seniors for the literacy demands of higher education. Students in this year-long, rhetoric-based course develop advanced proficiency in expository, analytical, and argumentative reading and writing. The cornerstone of the course—the ERWC Assignment Template—presents a scaffolded process for helping students read,

comprehend, and respond to nonfiction and literary texts. Modules also provide instruction in research methods and documentation conventions. Students will be expected to increase their awareness of the rhetorical strategies employed by authors and apply them to their own writing. They will read closely to examine the relationship between an author's argument or theme and his or her audience and purpose; to analyze the impact of structural and rhetorical strategies; and to examine the social, political, and philosophical assumptions that underlie the text. By the end of the course, students will be expected to use this process independently when reading unfamiliar texts and writing in response to them.

ERWC is closely aligned to the seven criteria of the CSU/UC English requirement. Students successfully completing this course develop skills, knowledge, processes, and dispositions in the following areas of academic literacy: reading rhetorically, writing rhetorically, listening and speaking rhetorically, and habits of mind.

Designated English Language Development (ELD) modules will also be utilized to increase access, skill, language development, and learning of students who need more language support.

Prerequisite: *Senior Standing*
Meets University Entrance Requirements: CSU, UC ("b")

- **AP English Literature and Composition**
  Grade: 12th

The AP English Literature and Composition course focuses on reading, analyzing, and writing about imaginative literature (fiction, poetry, drama) from various periods. Students engage in close reading and critical analysis of imaginative literature to deepen their understanding of the ways writers use language to provide both meaning and pleasure. As they read, students consider a work's structure, style, and themes, as well as its use of figurative language, imagery, and symbolism. Writing assignments include expository, analytical, and argumentative essays that require students to analyze and interpret literary works. The AP English Literature and Composition course aligns to an introductory college-level literature and writing curriculum. This course will also prepare students for the College Board's Advanced Placement Exam in English Literature and Composition.

Prerequisite: There are no prerequisite courses for AP English Literature and Composition.
Meets University Entrance Requirements: CSU, UC ("b")

- **English Language Development**
  Grades: 9th - 12th
  High School Credit

English Language Development is a year-long course designed to help students gain English language proficiency, according to the California ELD Standards. Students enrolled in this designated instruction course will also be enrolled in integrated courses

to promote further high levels of English language proficiency in the domains of speaking, listening, reading, and writing, and to foster the development of both academic language skills and social communication. ELD instruction supports students as they progress through the three levels of English language proficiency: emerging, expanding, and bridging. Class work will consist of ELD lessons, grammar exercises, reading for vocabulary acquisition, and other projects to increase English comprehension, fluency, and application.

The ELD curriculum has been designed to:

- Provide students with a firm base in English through the development of listening, speaking, reading, and writing skills.
- Develop students' competence in English to achieve academically in all content areas.
- Promote understanding, respect, and appreciation for the United States' traditions and values while valuing students' culture and language and seeking connection and knowledge and language transfer opportunities.
- Provide exposure to and affirmation of the multicultural nature of the United States.

Prerequisite: ELPAC Levels 1, 2, 3, ELD Standards Proficiency Levels Emerging, Expanding, Approaching Bridging

Subject Requirement C - Mathematics

Mathematics Course Descriptions:

- **Integrated Math 1**
  Grade: 9th

Integrated Math 1 Core Connections is the first course of a five-year sequence of college preparatory mathematics courses designed to deepen and extend student understanding built in previous courses by focusing on developing with solving linear equations, inequalities, and systems. These skills are extended to solving simple exponential equations, exploring linear and exponential functions graphically, numerically, symbolically, and as sequences, and by using regression techniques to analyze the fit of models to distributions of data. Students will use problem-solving strategies, questioning, investigating, critical analysis, gathering and constructing evidence, and communicating rigorous arguments to justify their thinking. The course also helps students develop multiple strategies to solve problems and to recognize the connections between concepts. The course is well balanced among procedural fluency (algorithms and basic skills), deep conceptual understanding, strategic competence (problem-solving), and adaptive reasoning (extension and application). The lessons in the course meet all of the content standards of Appendix A of the *Common Core State Standards for Mathematics*. The course embeds the CCSS Standards for Mathematical Practice as an integral part of the course's lessons.

Prerequisite: *None.*
Meets University Entrance Requirements: CSU, UC ("c")

- **Integrated Math 2**
  Grade: 10th

Integrated Math 2 Core Connections is the second course of a five year sequence of college preparatory mathematics courses that aims to formalize and extend the geometry and algebra that students have learned in previous courses. It does this by introducing quadratic functions, teaching students how to factor and solve them using multiple strategies while also building a formal understanding of similarity based on dilations and proportional reasoning, leading to basic trigonometry, including sine, cosine, and tangent. It also helps students develop the concepts of formal proof, explore the properties of two- and three-dimensional objects, work within the rectangular coordinate system to verify geometric relationships and prove basic theorems about circles. Students also use the language of set theory to compute and interpret probabilities for compound events.

Students will also use problem solving strategies, questioning, investigating, critical analysis, gathering and constructing evidence, and communicating rigorous arguments

to justify their thinking. Students will develop multiple strategies to solve problems and to recognize the connections between concepts. The course is well balanced between procedural fluency (algorithms and basic skills), deep conceptual understanding, strategic competence (problem solving), and adaptive reasoning (extension and transference). The lessons in the course meet all of the content standards, including the "plus" standards, of Appendix A of the *Common Core State Standards for Mathematics*. The course embeds the CCSS Standards for Mathematical Practice as an integral part of the lessons in the course.

Prerequisite: Completing of Integrated Math 1 with a C or higher.
Meets University Entrance Requirements: CSU, UC ("c")

- **Integrated Mathematics 3**
  Grade: 11th

Integrated Math 3 Core Connections is the third course of a five year sequence of rigorous college preparatory mathematics courses that aims to apply and extend what students have learned in previous courses by focusing on finding connections between multiple representations of functions, transformations of different function families, finding zeros of polynomials and connecting them to graphs and equations of polynomials, modeling periodic phenomena with trigonometry, and understanding the role of randomness and the normal distribution in making statistical conclusions. The course is well balanced between procedural fluency (algorithms and basic skills), deep conceptual understanding, strategic competence (problem solving), and adaptive reasoning (extension and transference).

On a daily basis, students will use problem-solving strategies, questioning, investigating, critical analysis, gathering and constructing evidence, and communicating rigorous arguments justifying their thinking. Under teacher guidance, students learn in collaboration with others while sharing information, expertise, and ideas. The course also helps students to develop multiple strategies to solve problems and to recognize the connections between concepts. The lessons in the course meet all of the content standards, including the "plus" standards, of Appendix A of the *Common Core State Standards for Mathematics*. The course embeds the CCSS Standards for Mathematical Practice as an integral part of the lessons in the course.

Prerequisite: Completion of Integrated Math 2 with a C or higher.
Meets University Entrance Requirements: CSU, UC ("c")

- **Pre Calculus**
  Grades: 11th-12th

In this course, the student uses previously learned math concepts to analyze and solve real-world problems(applications). Pre calculus meets all of the standards for a Common Core 4th year high school math course, and includes an introduction to calculus with functions, graphs, limits, area under a curve, and rates of change. The course is well balanced among procedural fluency (algorithms and basic skills), deep conceptual understanding, strategic competence (problem solving), and adaptive

reasoning (application and extension). The course embeds the CCSS Standards for Mathematical Practice as an integral part of each lesson in the course.

A focus on algebra is woven throughout the course. Students investigate equivalent expressions and practice setting up word problems right from the start. In Sections 1.2 and 2.1 students use algebra to manipulate inverse, composite, and piecewise-defined functions as well as investigate characteristics of functions and transformations of functions. Section 3.1 focuses on rewriting expressions, solving complicated equations and systems, and concludes with using algebra to solve word problems. Algebraic manipulation is practiced throughout the rest of the course as students work with limits, rates of change, trigonometric expressions, complex numbers, series, conic sections, and area under the curve.

Careful consideration was given to the sequencing of the concepts in the course to allow for mastery over time while meeting the content standards of a 4th year course. On a daily basis, students work collaboratively with others as they use problem-solving strategies, complete investigations, gather evidence, critically analyze results, and communicate clear and effective arguments while justifying their thinking.

Prerequisite: Completion of Integrated Math 3 with a C or higher. or a math course equivalent in scope and sequence of Integrated 3.
Meets University Entrance Requirements: CSU, UC (“c”,“g”)

- **AP Calculus AB**
  Grade: 12th

AP Calculus AB is an introductory college-level calculus course. Students cultivate their understanding of differential and integral calculus through engaging with real-world problems represented graphically, numerically, analytically, and verbally and using definitions and theorems to build arguments and justify conclusions as they explore concepts like change, limits, and the analysis of functions. In this course, the student uses previously learned math concepts to analyze and solve real-world problems. The overall goal of this course is to help students understand and apply the three big ideas of AB Calculus: limits, derivatives, and integrals and the Fundamental Theorem of Calculus.

Embedded throughout the big ideas are the mathematical practices for AP Calculus: reasoning with definitions and theorems, connecting concepts, implementing algebraic/computational processes, connecting multiple representations, building notational fluency, and communicating mathematics orally and in well-written sentences. All students are required to complete summer work reviewing Precalculus and Integrated Math III concepts prior to entry in the course. AP Calculus AB meets all of the standards for a Common Core 5th Year high school math course. The course embeds the CCSS Standards for Mathematical Practice as an integral part of each lesson in the course. This course will also prepare students for the College Board’s Advanced Placement Exam in AP Calculus.

Prerequisite: Completion of Pre Calculus or an equivalent course in scope and sequence with a C or higher.
Meets University Entrance Requirements: CSU, UC (“c”,”g”)

Subject Requirement D - Science

Science Course Descriptions:

- **Biology**
  Grade: 9th

In this course, we will follow the Next Generation Science Standards (NGSS) for the study of Biology using the standard aligned curriculum of Discovery Education. Students will learn the fundamental concepts and principles of biology. Students investigate living systems: their structures, functions and processes, relationships, continuity and changes, and their unity and diversity. Topics include the chemistry of life, cell biology, matter and energy in living systems, genetics and genetic engineering, evolution, ecology, human physiology, and health. Laboratory activities reinforce science concepts and develop scientific investigation and experimentation skills. This course provides foundational knowledge and skills that may be prerequisite for subsequent science courses.

Prerequisite: NONE
Meets University Entrance Requirements: CSU, UC ("d", "g")

- **Physics**
  Grades: 11-12th Grade

In this course, we will follow the Next Generation Science Standards (NGSS) for the study of Physics using the standard aligned curriculum of Discovery Education. This course will introduce fundamental concepts and principles of physics. Areas of study include motion and forces, matter and energy, heat and thermodynamics, wave energy, electricity and magnetism, and atomic and nuclear physics. Through online explorations, interactive text analysis, concept challenges, and other diverse activities, students will learn how to gather data, make a claim, and use evidence to support their reasoning. Students will learn to develop conceptual and mathematical models of physics ideas that will aid them in understanding and explaining natural phenomena. This course will prepare students for advanced high school physics courses and for a concentration in science at the college level.

Prerequisite: Biology 1-2, and/or Integrated Mathematics 1
Meets University Entrance Requirements: CSU, UC ()

- **Chemistry**
  Grades: 10th – 12th

In this course, we will follow the Next Generation Science Standards (NGSS) for the study of Chemistry in the Earth System using the standard aligned curriculum of Discovery Education. Each unit will include a variety of activities including, but not limited to, reading, writing, lab activities/simulations, presentations, projects, and

assessments. This class serves as an introductory course to the field of chemistry in which students will gain firsthand experience with scientific and engineering practices that include asking questions, engaging in argument from evidence, planning and carrying out investigations, analyzing and interpreting data, developing and using models, obtaining, evaluating, and communicating information, mathematics & computational thinking, and constructing explanations. Using these techniques, students will build a greater understanding for fundamental chemistry principles like heat and energy in the earth system, atoms and elements, molecules and bonding, chemical reactions, and chemistry and the biosphere.

Prerequisite: Biology and Algebra 1 or Integrated Mathematics 1
Meets University Entrance Requirements: CSU, UC ("d")

❖ **Forensics**
Grades: 10th, 11th, 12th
Prerequisites: Math I C- or better both semesters, Biology C- or better both semesters

Forensic science is a course rich in exploration and lab investigation which applies many disciplines of scientific study such as biology, anatomy, chemistry, and physics to solving crimes. Each unit will include a variety of activities and in this course, students will gain firsthand experience with scientific skills like observing, classifying, identifying, measuring, hypothesizing, interpreting, analyzing, predicting, and concluding. Using these techniques, students will build a greater understanding for fundamental forensic principles like History of Forensics, Forensic Careers, Crime Scene Investigation, Forensic Anthropology, Evidence Collection, Fingerprints, Blood Spatter, Types of Evidence, Hair and Fiber Analysis, DNA Analysis, Drugs & Toxicology, Tool Marks & Ballistics, Document and Handwriting Analysis, and Cybercrime. Forensic Science is an inquiry-rich science course that focuses on the practices and analyses of physical evidence found at crime scenes.

Prerequisite: *None*
Meets University Entrance Requirements: CSU, UC ("d", "g")

❖ **AP Environmental Science**
Grades: 11th, 12th
Prerequisites: Biology and Chemistry C- or better both semesters

The AP Environmental Science course is designed to engage students with the scientific principles, concepts, and methodologies required to understand the interrelationships within the natural world. The course requires that students identify and analyze natural and human-made environmental problems, evaluate the relative risks associated with these problems, and examine alternative solutions for resolving or preventing them. Environmental Science is interdisciplinary, embracing topics from geology, biology, environmental studies, environmental science, chemistry, and geography. This course will also prepare students for the College Board's Advanced Placement Exam in AP Environmental Science.

Prerequisite: *Junior or Senior Standing*
Meets University Entrance Requirements: CSU, UC ("d", "g")

E - Foreign Language (Spanish)

Foreign Language Course Descriptions:

- **Spanish 1**
  Grade: 9th

This course is an introduction to oral and written Spanish where students learn the basic grammar, vocabulary, and pronunciation of the language. The emphasis of the class is to challenge students' ability to speak, read, write, listen, and culture development in Spanish. The class is conducted in Spanish and students are expected to converse and participate with the teacher at all times in the target language.

Prerequisite: *None*
Meets University Entrance Requirements: CSU, UC ("e")

- **Spanish Native Speakers 1**
  Grade: 9th

This course is designed to improve native speakers' written, reading, and oral fluency in Spanish. It is an introductory course that will give students a total language experience in such areas as vocabulary enrichment, primary writing skills, development of formal writing styles, and literature of the Hispanic world. Students will also study the various ways Spanish is used in the community

Prerequisite: *Adequate knowledge of Spanish Language*
Meets University Entrance Requirements: CSU, UC ("e")

- **Spanish 2**
  Grade: 10th

A second-year Spanish college preparatory course continues to provide students the opportunity to increase their ability to speak, listen, read and write in the target language in order to complete the graduation requirement for foreign language and to continue to develop language skills and knowledge needed to be successful if further study of Spanish is desired. Students continue to be reminded of the five goals for foreign language instruction: communication, cultures, connections, comparisons, and communities. The goals are emphasized throughout the course as students increase their vocabulary development and understanding of the grammatical forms and functions. Accuracy in speaking and writing is emphasized in order to continue to foster high standards of oral and written communication.

Prerequisite: Spanish 1
Meets University Entrance Requirements: CSU, UC ("e")

❖ **Spanish Native Speakers 2**
Grade: 10TH

This course is designed for students whose native and primary language is Spanish. This class requires that students use their knowledge of Spanish in oral class work, reading, and writing. This course teaches the skills of reading and writing to native speakers of Spanish. Emphasis is on paragraph, essay writing, and analysis of literature. Grammar concepts, spelling, and vocabulary skills will also be emphasized. Some emphasis will be given to preparation for taking the Advanced Placement Test in Spanish.

Prerequisite: *Spanish for Native Speakers 1, or adequate knowledge of the language*
Meets University Entrance Requirements: CSU, UC ("e")

❖ **Spanish Native Speakers 3**
Grade: 11th

This course continues to develop skills learned in Spanish for Native speakers. The course is designed to enhance the Spanish of students who, because of their Spanish-speaking background or completion of previous courses, already speak and read the language well. The course of study includes the reading and discussion of historical, literary, and cultural materials.

Prerequisite: *Spanish for Native Speakers 2, or adequate knowledge of the language.*
Meets University Entrance Requirements: CSU, UC ("e", "g")

❖ **AP Spanish Language**

Grade: 11th

AP Spanish Language and Culture is equivalent to an intermediate level college course in Spanish. Students cultivate their understanding of Spanish language and culture by applying interpersonal, interpretive, and presentational modes of communication in real-life situations as they explore concepts related to family and communities, personal and public identities, beauty and aesthetics, science and technology, contemporary life, and global challenges. This course will also prepare students for the College Board's Advanced Placement Exam in AP Spanish Language.

Prerequisite: *Spanish 2, Spanish Native Speakers 3*
Meets University Entrance Requirements: CSU, UC ("e", "g")

❖ **AP Spanish Literature**
Grade: 12th

AP Spanish Literature is equivalent to a college level introductory course of literature written in Spanish. Students continue to develop their interpretive, interpersonal, and presentational skills in Spanish language as well as critical reading and analytical writing as they explore short stories, novels, plays, essays, and poetry from Spain, Latin America, and U.S. Hispanic authors along with other non-required texts.This course will also prepare students for the College Board's Advanced Placement Exam in AP Spanish Literature.

Prerequisite: *Spanish Native Speakers 3, AP Spanish Language*
Meets University Entrance Requirements: CSU, UC ("e", "g")

Subject Requirement F - Visual and Performing Arts

Visual and Performing Arts (VAPA) Course Description:

❖ **Art I**
Grades: 9th,10th,11th, 12th

This is a beginning level course that covers the organization of The Elements of Art and Principles of Design by providing the students with the opportunity to apply these skills in two -dimensional projects within an art studio environment. Students will study design elements, drawing, color theory, painting, the critiquing process, as well as the contributions of Latin individuals and cultural movements to the art of today. Students learn to design vocabulary to critique their work and the work of others. Careers in the Arts will be explored.

Prerequisite: *None*
Meets University Entrance Requirements: CSU, UC ("f")

❖ **Art II**
Grades: 10th, 11th, 12th
Prerequisites: Art I with a C- or better both semesters

This is an intermediate level course which reinforces the use of The Elements of Art through the organizational use of the Principles of Design in two and three dimensional projects within an art studio environment with an emphasis in self-discovery of voice and careers in the arts. Students with prior knowledge of foundation art content such as drawing, design, and technique will further their application of design concepts and creative decision making, drawing, color theory, painting, the critiquing process, media exploration, as well as art history while preparing for Advanced Placement Art. In addition, students will be exposed to problem solving techniques through a deliberate artistic process and purposeful application while expanding historical and cultural art awareness.

Prerequisite: *Art I*
Meets University Entrance Requirements: CSU, UC ("f")

❖ **AP Art**
Grades: 11th, 12th
Prerequisites: Teacher Approval

AP Drawing is an introductory college-level drawing, design, and painting course. Students refine and apply skills and ideas they develop throughout the course to produce a series of artwork with an inquiry driven mindset. Students create a portfolio of work that demonstrates the development of materials, processes, and ideas over the course of a year. Portfolios include works of art and design, process documentation, and written information about the work presented. In May, students submit portfolios for evaluation based on specific criteria, which include skillful synthesis of materials, processes, and ideas and sustained investigation through practice, experimentation, and revision, guided by questions. Students may choose to submit any or all of the AP Portfolio Exams.

Prerequisite: *Art I & 2, and/or Digital Media*
Meets University Entrance Requirements: CSU, UC ("f". "g")

❖ **Aztec Dancing**
Grades: 9th, 10th, 11th, 12th

All students will actively learn dance through a step-by-step process in a studio setting. This course will promote cultural awareness through native aboriginal history, language, food, government, daily life, and contributions to the world from various nations of this hemisphere. The objective is to build your confidence through self-expression, posture improvement, and development and mastery of dance technique in order to project yourself on a stage in front of a live audience.

Prerequisite: *None*
Meets University Entrance Requirements: CSU, UC ("f")

❖ **Digital Media I**
Grades: 9th, 10th, 11th, 12th

This year's long course is skills and project-based. Students learn the fundamental aspects of digital media by learning Photoshop, Illustrator and InDesign to produce marketing and promotional content. The students will also be introduced to different marketing and promoting skills producing posters, logos, and web content. Students will reinforce skills in a variety of digital media projects over the semester. Graphic design programs will be used to produce projects guided by visual design concepts and methods.

Prerequisite: *None*
Meets University Entrance Requirements: CSU, UC ("f")

❖ **Drama**
Grades: 9th, 10th, 11th, 12th

This class will take students through 6 units designed to improve their skills as performers. Students will work on improvisation, voice and movement, character development, and analysis both in individual monologues, small group scene work, and whole class production. Students will write original performances, as well as work with scripts. The culminating project for this course is a production, which students will write, rehearse, direct, produce and perform themselves. By the end of the course, students gain appreciation for the art of the theatre, a respect for working within an ensemble, and an understanding for the variety of approaches to actor training.

Prerequisite: None
Meets University Entrance Requirements: CSU, UC ("f")

❖ **Advanced Drama**
Grades: 10th, 11th, 12th
Prerequisites: Drama and Teacher Approval

Advanced Drama is a course offered to returning Drama students that focuses on themes in directing, and complex theatre production. We will also develop more sophisticated methods of performance, and lead Beginning Drama students as they learn the fundamentals of theatre. Students in Advanced Drama will be required to engage in the classroom readings of dramatic works, as well as complete outside reading of texts and plays throughout the year. Students will have the opportunity to select performance material from their readings, and will block, direct, and critique scenes for Beginning Drama, as well as perform with both beginning and advanced students.

Prerequisite: Drama I
Meets University Entrance Requirements: CSU, UC ("f", "g")

Subject Requirement G - Electives (College Preparatory Electives)

Course Description:

- **Advisory**
  Grades: 9th -12th

An Advisory course taken two times a week. Focus topics develop relationship building, community building in order to support graduation, college, and career goals and concentration on College and Career Readiness. Individual Personal Learning Plans at every grade level. This course focuses on college and career preparedness, through grade level assigned advisory periods, where credentialed teachers review, monitor, and serve as advocates for students' college and career goals. Our Academic Counselors also provide students with personalized academic advising plans, facilitate college talks, provide access to information and resources for students related to college which all elements raise awareness of and aspirations toward college.

Prerequisite: None
Meets LCPA High School Graduation Requirements

- **Ethnic Studies**
  Grades: 9th- 12th

Ethnic Studies courses operate from the consideration that race and racism have been, and continue to be, profoundly powerful social and cultural forces in American society. This course will focus on the experiences of African American, Asian Americans, Chicanas/os, Latinx, Native Americans, and other racialized peoples in the US. It will also include an Identity section where students will consider concepts related to their own personal, group, and/or national identity. This course is grounded in the concrete situations of people of color, and will use a methodological framing that emphasizes both the structural dimensions of race and racism and the associated cultural dimensions. Students will examine how race and ethnicity, class and gender impact social institutions, policies and individual experiences. Students will be encouraged to connect their own lives with the broader questions facing our society – and to bring their own thoughts and experiences into the classroom as they gain multiple perspectives and new understandings.

The major purpose of this course is to educate students to be politically, socially, and economically conscious about their personal connections to local and national history. Students will focus on themes of social justice, social responsibility, and social change and will critically examine past and current issues facing U.S. society. The course spans from past to present, from politics to social reform, allowing students to identify similar social patterns and universal qualities present in other societies, including their own.

Prerequisite: *None.*
Meets University Entrance Requirements: CSU, UC (“g”)

- **Physical Education**
  Grades: 9th

This course provides a core standards-based curriculum. Goals for students include demonstrating a sophisticated knowledge of the many facets of physical fitness, a detailed assessment of fitness levels, and the ability to demonstrate improvement over the course of the year. In addition, students will learn about nutrition and physical, mental/emotional and social health. Students will learn the value of physical activity for their health, enjoyment, challenge, and self-expression and/or social interaction.

Prerequisite: *None*
Not eligible to Meet University Entrance Requirements: CSU, UC

- **Athletics**
  Grades: 10th, 11th, 12th

This course focuses on strength and conditioning workout programs that combine weightlifting, aerobic, and body weight exercises. Students will develop fitness in the areas of: cardiorespiratory endurance, stamina, strength, flexibility, power, speed, agility, balance, and coordination. Students will learn the value of physical activity for their health, enjoyment, challenge, and self-expression and/or social interaction. This course will include core leadership principles and application.

Prerequisite: *None*
Not eligible to Meet University Entrance Requirements: CSU, UC

- **Dual College Credit Elective**

Grade: 10th, 11th, 12th
Prerequisites: Academic Counselor approval

Dual College Credit Elective is an acceleration program that allows students to take postsecondary coursework offered by San Jose City College and simultaneously earn credit toward a high school diploma. This is a great opportunity for students to get ahead on completing college requirements in high school.

2020-21 Academic Calendar – Latino College Preparatory Academy

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

January (18)					February (15)					March (21)					April (17)					May (20)					June (4)				
				1	1	2	3	4	5	1	2	3	4	5				1	2	3	4	5	6	7		1	2	3	4
4	5	6	7	8	8	9	10	11	12	8	9	10	11	12	5	6	7	8	9	10	11	12	13	14	7	8	9	10	11
11	12	13	14	15	15	16	17	18	19	15	16	17	18	19	12	13	14	15	16	17	18	19	20	21	14	15	16	17	18
18	19	20	21	22	22	23	24	25	26	22	23	24	25	26	19	20	21	22	23	24	25	26	27	28	21	22	23	24	25
25	26	27	28	29						29	30	31			26	27	28	29	30	31					28	29	30		

8/10/20	**First Day of School**
6/4/21	**Last Day of School**

Student/Teacher Holidays (No School)	
Sep 7	Labor Day
Oct 12	Indigenous People's Day
Nov 11	Veterans Day
Nov 26	Thanksgiving Day
Nov 23-27	Thanksgiving Break
Dec 21-Jan 4	Holiday Break
Jan 18	Martin Luther King Day
Feb 15 - 19	Winter Break
Mar 29	Cesar Chavez (observed)
April 5-9	Spring Break
May 31	Memorial Day

Teacher Professional Development (No School)	
8/4/20 - 8/7/20	TFHE PD Week (3 Days)
8/7/20	Classroom Setup
10/8/20 - 10/9/20	TFHE PD
1/4/21	TFHE PD
3/8/21	TFHE PD
6/7/21	Classroom Cleanup

Grading Period	**End Date**	**Weeks**	***Grades Due***
1	9/18/20	6	*9/21/20*
2	10/30/20	6	*11/2/20*
3	12/18/20	6	*1/4/21*
4	2/12/21	6	*2/22/21*
5	4/16/21	7	*4/19/21*
6	6/4/21	7	*6/7/21*

Assessments	
8/24/20 - 9/11/20	Local Pre-Admin.
10/17/2020	PSAT Day (Saturday)
11/10/20 - 1/29/21	(A)Local Mid-Admin.
1/26/21 - 1/29/21	(B)Local Mid-Admin.
2/1/21 - 3/5/21	ELPAC Speaking Window
3/9/21 - 3/19/21	Local Post-Admin. (A)
3/23/21 - 4/2/21	ELPAC Group Admin.
4/19/21 - 4/23/21	CAASPP Window
5/3/21 - 5/14/21	AP Administrations

Status: Board Approved 03/04/2020

Semester 1: 85 Days

Semester 2: 95 Days **Total: 180 Instructional Days**

Latino College Preparatory Academy (LCPA)
Charter Petition Renewal

Appendix 17: LCPA School
Academic Calendar

Latino College Preparatory Academy (LCPA)
Charter Petition Renewal

Appendix 18: LCPA
Bell Schedule

2020-21 Bell Schedule

Latino College Preparatory Academy

M	T	W	Th	F
Period 1 **8:30am – 9:30am** **(60 Inst. Minutes)**	**Period 1** **8:30-10:15 am** **(105 Inst. Minutes)**	**Period 4** **8:30-10:10 am** **(100 Inst. Minutes)**	**Period 1** **8:30-10:15 am** **(105 Inst. Minutes)**	**Period 4** **8:30-10:15 am** **(105 Inst. Minutes)**
Period 2 **9:35am – 10:35am** **(60 Inst. Minutes)**				
Brunch **10:35am-10:50am** **(15 Minutes)**	**Brunch** **10:15am-10:30am** **(15 Minutes)**	**Brunch** **10:10am-10:25am** **(15 Minutes)**	**Brunch** **10:15am-10:30am** **(15 Minutes)**	**Brunch** **10:15am-10:30am** **(15 Minutes)**
Period 3 **10:55am – 11:55am** **(60 Inst. Minutes)**	**Period 2** **10:35am-12:20pm** **(105 Inst. Minutes)**	**Period 5** **10:30am-12:10pm** **(100 Inst. Minutes)**	**Period 2** **10:35am-12:20pm** **(105 Inst. Minutes)**	**Period 5** **10:35am-12:20pm** **(105 Inst. Minutes)**
Period 4 **12:00pm – 1:00pm** **(60 Inst. Minutes)**				
Lunch **1:00pm-1:40pm** **(40 Minutes)**	**Lunch** **12:20pm-1:00pm** **(40 Minutes)**	**Lunch** **12:10pm-12:50pm** **(40 Minutes)**	**Lunch** **12:20pm-1:00pm** **(40 Minutes)**	**Lunch** **12:20pm-1:00pm** **(40 Minutes)**
Period 5 **1:45pm – 2:45pm** **(60 Inst. Minutes)**	**Period 3** **1:05 pm-2:50pm** **(105 Inst. Minutes)**	**Period 6** **12:55 pm-2:35 pm** **(100 Inst. Minutes)**	**Period 6** **1:05 pm-2:50pm** **(105 Inst. Minutes)**	**Period 6** **1:05 pm-2:50pm** **(105 Inst. Minutes)**
Period 6 **2:50pm – 3:50pm** **(60 Inst. Minutes)**	**ADV** **2:55 pm-3:50pm** **(55 Inst. Minutes)**		**ADV** **2:55 pm-3:50pm** **(55 Inst. Minutes)**	**ADV** **2:55 pm-3:50pm** **(55 Inst. Minutes)**
385	385	310	385	385

Final Exams Bell Schedule

Day 1 A,B	Day 2 C,D	Day 3 E,F
Period 1 8:30am – 10:30am (120 Inst. Minutes)	**Period 3** 8:30am – 10:30am (120 Inst. Minutes)	**Period 5** 8:30am – 10:30am (120 Inst. Minutes)
Lunch 10:30am - 11:10am (40 Minutes)	**Lunch** 10:30am - 11:10am (40 Minutes)	**Lunch** 10:30am - 11:10am (40 Minutes)
Period 2 11:15am – 1:15pm (120 Inst. Minutes)	**Period 4** 11:15am – 1:15pm (120 Inst. Minutes)	**Period 6** 11:15am – 1:15pm (120 Inst. Minutes)
245	245	245

Latino College Preparatory Academy (LCPA)
Distance Learning
Bell Schedule 2020-2021



Time	Monday	Tuesday	Wednesday	Thursday	Friday
Individual Office Hours for Mental Health Support 8:00am-9:00am					
9:00am-10:20am	1st Period (80 Minutes)	4th Period (80 Minutes)	1st Period 9:00am-9:35am	1st Period (80 Minutes)	4th Period (80 Minutes)
10:20am-10:35am	Transition Time				
10:35am-11:55am	2nd Period (80 Minutes)	5th Period (80 Minutes)	2nd Period 9:40-10:15am	2nd Period (80 Minutes)	5th Period (80 Minutes)
11:55am-12:55pm	Lunch		Transition Time	Lunch	
12:55pm-2:15pm	3rd Period (80 Minutes)	6th Period (80 Minutes)	3rd Period 10:20am-10:55am	3rd Period (80 Minutes)	6th Period (80 Minutes)
2:15pm-2:20pm	Transition Time				
2:20pm-3:30pm	Teacher Planning Time 2:20pm-4:20pm	Flex Hours for students to receive additional support	Advisory 11:10am-11:55am	Flex Hours for students to receive additional support	Teacher Collaboration Time 3:00pm-4:20pm
			Lunch 11:55am-12:55pm		
			4th Period 12:55pm-1:30pm		
			5th Period 1:35pm – 2:10pm		
			6th Period 2:15pm- 2:50pm		
			Staff Meeting PD 2:55pm-4:20pm		
Individual Office Hours for Mental Health Support 3:30pm-4:00pm					

Note: Mental Health Support will be provided through drop- in and by appointment as needed throughout the day

2020 - 2021
Charter Instructional Minutes

SCHOOL: Latino College Preparatory Academy

Mo.	Date	Week 1					Week 2					Week 3					Week 4					Tot. Min.	Stu. Days
1	Min.	10-Aug	11-Aug	12-Aug	13-Aug	14-Aug	17-Aug	18-Aug	19-Aug	20-Aug	21-Aug	24-Aug	25-Aug	26-Aug	27-Aug	28-Aug	31-Aug	1-Sep	2-Sep	3-Sep	4-Sep		20
	Code	240	240	255	240	240	240	240	255	240	240	240	240	255	240	240	240	240	255	240	240	4860	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
2	Min.	7-Sep	8-Sep	9-Sep	10-Sep	11-Sep	14-Sep	15-Sep	16-Sep	17-Sep	18-Sep	21-Sep	22-Sep	23-Sep	24-Sep	25-Sep	28-Sep	29-Sep	30-Sep	1-Oct	2-Oct		19
	Code	0	240	240	240	240	240	240	255	240	240	240	240	255	240	240	240	240	255	240	240	4605	
	Date	H	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
3	Min.	5-Oct	6-Oct	7-Oct	8-Oct	9-Oct	12-Oct	13-Oct	14-Oct	15-Oct	16-Oct	19-Oct	20-Oct	21-Oct	22-Oct	23-Oct	26-Oct	27-Oct	28-Oct	29-Oct	30-Oct		17
	Code	240	240	255	0	0	0	240	240	240	240	240	240	255	240	240	240	240	255	240	240	4125	
	Date	reg	reg	reg	SD	SD	H	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
4	Min.	2-Nov	3-Nov	4-Nov	5-Nov	6-Nov	9-Nov	10-Nov	11-Nov	12-Nov	13-Nov	16-Nov	17-Nov	18-Nov	19-Nov	20-Nov	23-Nov	24-Nov	25-Nov	26-Nov	27-Nov		14
	Code	240	240	255	240	240	240	240	0	240	240	240	240	255	240	240	0	0	0	0	0	3390	
	Date	reg	reg	reg	reg	reg	reg	reg	H	reg	reg	reg	reg	reg	reg	reg	H	H	H	H	H		
5	Min.	30-Nov	1-Dec	2-Dec	3-Dec	4-Dec	7-Dec	8-Dec	9-Dec	10-Dec	11-Dec	14-Dec	15-Dec	16-Dec	17-Dec	18-Dec	21-Dec	22-Dec	23-Dec	24-Dec	25-Dec		15
	Code	240	240	255	240	240	240	240	255	240	240	240	240	240	240	240	0	0	0	0	0	3630	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	H	H	H	H		
6	Min.	28-Dec	29-Dec	30-Dec	31-Dec	1-Jan	4-Jan	5-Jan	6-Jan	7-Jan	8-Jan	11-Jan	12-Jan	13-Jan	14-Jan	15-Jan	18-Jan	19-Jan	20-Jan	21-Jan	22-Jan		13
	Code	0	0	0	0	0	0	240	240	240	240	240	240	255	240	240	0	240	240	240	240	3135	
	Date	H	H	H	H	H	SD	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	reg	reg	reg	reg		
7	Min.	25-Jan	26-Jan	27-Jan	28-Jan	29-Jan	1-Feb	2-Feb	3-Feb	4-Feb	5-Feb	8-Feb	9-Feb	10-Feb	11-Feb	12-Feb	15-Feb	16-Feb	17-Feb	18-Feb	19-Feb		15
	Code	240	240	255	240	240	240	240	255	240	240	240	240	255	240	240	0	0	0	0	0	3645	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	H	H	H	H		
8	Min.	22-Feb	23-Feb	24-Feb	25-Feb	26-Feb	1-Mar	2-Mar	3-Mar	4-Mar	5-Mar	8-Mar	9-Mar	10-Mar	11-Mar	12-Mar	15-Mar	16-Mar	17-Mar	18-Mar	19-Mar		19
	Code	240	240	255	240	240	240	240	255	240	240	0	240	240	240	240	240	240	255	240	240	4605	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	SD	reg	reg	reg	reg	reg	reg	reg	reg	reg		
9	Min.	22-Mar	23-Mar	24-Mar	25-Mar	26-Mar	29-Mar	30-Mar	31-Mar	1-Apr	2-Apr	5-Apr	6-Apr	7-Apr	8-Apr	9-Apr	12-Apr	13-Apr	14-Apr	15-Apr	16-Apr		14
	Code	240	240	255	240	240	0	240	240	240	240	0	0	0	0	0	240	240	255	240	240	3390	
	Date	reg	reg	reg	reg	reg	H	reg	reg	reg	reg	H	H	H	H	H	reg	reg	reg	reg	reg		
10	Min.	19-Apr	20-Apr	21-Apr	22-Apr	23-Apr	26-Apr	27-Apr	28-Apr	29-Apr	30-Apr	3-May	4-May	5-May	6-May	7-May	10-May	11-May	12-May	13-May	14-May		20
	Code	240	240	255	240	240	240	240	255	240	240	240	240	255	240	240	240	240	255	240	240	4860	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
11	Min.	17-May	18-May	19-May	20-May	21-May	24-May	25-May	26-May	27-May	28-May	31-May	1-Jun	2-Jun	3-Jun	4-Jun	7-Jun	8-Jun	9-Jun	10-Jun	11-Jun		14
	Code	240	240	255	240	240	240	240	255	240	240	0	240	240	240	240		0	0	0	0	3390	
		reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	reg	reg	reg	reg		0	0	0	0		
																	TOTAL ACTUAL MINUTES					43635	180
																	TOTAL MINUTES					43635	
																	REQUIRED MINUTES					42000	(175 x
																	PLUS OR MINUS MINUTES					1635	

SCHEDULE CODES AND DEFINITION

Please attach a copy of your different bell schedules indicating the instructional minutes for each schedule

- ⊠ Equals "Teacher Inservice Day" (no ADA)
- Reg. Equals regular schedule (Enter regular number of minutes)
- AA Activity - Assembly (This is an activity that can be counted for ADA. Enter total school minutes,
- AR Activity - Rally (This is an activity that can not be counted for ADA. Enter the actual total minutes of instruction.)
  In this case actual minutes of instruction includes actual class time plus passing time. The rally time is not included.
- SD Staff Development Day or Collaboration Day. If it is an all day activity, enter "0" minutes
  If it is collaboration day, enter the actual total minutes that students are in school only.
  These days must be part of your approved consolidated plan. Please attach calendar indicating the planned staff development activity (Agenda).
- SM Staff Meeting Schedule. (Enter the actual total minutes that students are in school)
- FIN Final Schedule (Enter the actual total minutes that students are in school.)
- OT Other special schedule, ie. short day, minimum day, etc. Attach a calendar indicating the reason for the special schedule.
  Enter the actual total minutes students are in school.
- H Equal Holidays

PRINCIPAL SIGNATURE:

DATE:

Latino College Preparatory Academy (LCPA)
Charter Petition Renewal

Appendix 19: LCPA
Charter Instructional Minutes

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name	
First Name:	
Middle Name:	

Document Information:

Document Number:	
Document Title:	Single Subject Teaching Credential
Term:	Clear
Status:	Valid
Issue Date:	6/16/2017
Expiration Date:	7/1/2022
Original Issue Date:	
Grade:	
Special Grade:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	A
ELA1	The following instructional services may be provided to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, English language development instruction is limited to the programs authorized by that credential or permit; (2) specially designed content instruction delivered in English in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit. This English learner authorization also covers classes authorized by other valid, non-emergency credentials or permits held, as specified in Education Code Section 44253.3.	NONE		MAJ	
R1S	This document authorizes the holder to teach the subject area(s) listed in grades twelve and below, including preschool, and in classes organized primarily for adults.	ENGL	English	MAJ	

Renewal Requirements

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
R20	To renew this credential, the holder needs to submit only an application and fee to the Commission no earlier than 12 months before the expiration date. The renewal period is five years.	TC Code Not Required

Employment Restrictions

Organization Type	Organization	County

Latino College Preparatory Academy (LCPA)
Charter Petition Renewal

Appendix 20: LCPA Teacher Credential Information

Latino College Preparatory Academy (LCPA)
Professional Development Calendar
2020-2021

COLLABORATION MEETINGS @ A GLANCE

Teacher Lead Meetings a. Social Science Aguilar b. English Azevedo c. Math Cerna d. Science Escobedo e. Spanish Sanchez f. VPA Martinez PE WUlff	Meetings will be held virtually. Once we return for in person classes, meetings will be held in Room 104	1st/3rd Tuesday of Month 3:00pm-4:00pm **Semester 1** August NA September 1st & 15th October 6th & 20th November 3rd & 17th December 1st & 15th **Semester 2** January 19th February 2nd &23rd March 2nd & 16th April 6th & 20th May 4th & 18th
Department Collaboration Time Every Friday 2:30pm-4:20pm	Meetings will be held virtually. Once we return for in person classes, meetings will be held **Room** a.Social Science 311 b.English 306 c.Math 205 d.Science 208 e.Spanish 305 f.VPA/ PE 101	Every Friday 2:30pm-4:20pm
Flextime (per Distance Learning MOU) Parent Meetings & or Communication (+/-)		

1st Wednesday **Foundationwide Dept. Meetings** **3:20pm-4:20pm**	**Meetings will be held Virtually**	**Semester 1** August th September 2nd October 7th November 4th December 2nd **Semester 2** January 6th February 3rd March 3rd April 7th May 5th
2nd Wednesday **Grade Level Assignments (MTSS)** **Cycle of Inquires,** **Teaching Interventions,** **Best Practices for On-Line Learning** **Sharing Unit Planning/ Lesson Planning** **Review Data** **Staff Wide** **9th: Pimentel, Reutter, Frederick, Ramirez. Wulff** **10th: Abry, Cerna, Najlis, Humildad, Villareal** **11th: Lerena, Herrera, Manoguerra, Romo** **12th: Acevedo, Aguilar, Escobedo, Sanchez, Martinez**	**Meetings will be held virtually.** **Once we return for in person classes, meetings will be held in** **Room 102/104**	**Semester 1** August 12th September 9th October 14th November 11th December 9th **Semester 2** January 13th February 10th March 10th April 14th May 12th
3rd Wednesday **Teaching & Learning**	**Meetings will be held virtually.** **Once we return for in person classes, meetings will be held in Room 302/304**	**Semester 1** August 19th September 16th October 21st November 18th December 16th **Semester 2** January 20th February 17th March 17th April 21st May 19th

4th Wednesday **Cross Content** **Dept Meetings** **<u>Write Tools</u>** **English, Spanish, Social Studies** **Room 307** **<u>S.T.E.A.M</u>** **Mathematics, Science, VPA ,PE** **Room 205**	**Meetings will be held virtually.** **Once we return for in person classes, meetings will be held in** **Write Tools Room 307** **STEAM Room 205**	**<u>Semester 1</u>** August 26th September 23rd October 28th November NA December NA **<u>Semester 2</u>** January 27th February NA March 24th April 28th May 26th
5th Wednesday **Team Building** **(3)**	**Meetings will be held virtually.** **Once we return for in person classes, meetings will be held inRoom 104**	****October** ****January** ****April**
1st Thursday **MTSS Meetings**	**Meetings will be held virtually.** **Once we return for in person classes, meetings will be held inRoom 104**	**<u>Semester 1</u>** August 6th September 3rd October 8th November 5th December 3rd **<u>Semester 2</u>** January 7th February 4th March 4th April 8th May 6th

Latino College Preparatory Academy (LCPA)
Charter Petition Renewal

Appendix 21: LCPA Professional Development Calendar



Mandated Reporter Policy

Latino College Preparatory Academy
14271 Story Road • San Jose, CA 95127 • PHONE (408) 729-2281 • FAX (408) 923·1245

Mandated Reporter Policy

CHILD ABUSE REPORTING

The board recognizes that child abuse has severe consequences and that the TFHE has a responsibility to protect students by facilitating the prompt reporting of known and suspected incidents of child abuse. The CEO of School Operations or designee shall establish procedures for the identification and reporting of such incidents in accordance with law. (BP 5141.4}

A. Definition of Child Abuse

Child abuse means a physical injury that is inflected upon child by another person and such injury is other than accidental. Child abuse also means the sexual abuse of a child or any act or omission pertaining to child abuse reporting laws (willful cruelty, unjustifiable punishment of a child, unlawful corporal punishment or injury). Child abuse also means the physical or emotional neglect of a child or abuse in out-of-home care.

1. Child Abuse
    a. Injury inflicted by another person
    b. Sexual abuse
    c. Neglect of child's physical, health, and emotional needs
    d. Unusual and willful cruelty, unjustifiable punishment
    e. Unlawful corporal punishment
2. Not Considered Child Abuse
    a. Mutual affray between minors
    b. Injury caused by reasonable and necessary force used by a peace officer:
        - To quell a disturbance threatening physical injury to a person or damage property.
        - To prevent physical injury to another person or damage to property.
        - For the purposes of self defense.
        - To obtain possession of weapons or other dangerous objects within the control of a child
        - To apprehend an escapee.
    c. An injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of his/her employment.
    d. An injury caused by a school employee's use of force that is reasonable and necessary to quell a disturbance threatening physical injury to persons or damage to property, to protect himself/herself, or to obtain weapons or other dangerous objects within the control of the student.



e. Physical pain or discomfort caused by athletic competition or other such recreational activity voluntarily engaged in by the student (Education Code 49001)

B. Definition of Sexual Abuse

Child abuse laws change from time to time. Should you suspect that a student is engaged in unlawful sexual activity, please consult with the school counselor, social worker, or site administrator to determine if particular provisions under this section are current and in effect.

a. Involuntary sexual activity is always reportable.

b. Incest, even if voluntary is always reportable incest is a marriage or act of intercourse between parents and children; ancestors and descendants of every degree; brothers and sisters or half and whole blood and uncles and nieces or aunts and nephews and adopted children. (Family Code 2200)

c. Voluntary Sexual Activity may or may not be reportable. Even if the behavior is voluntary, there are circumstances where the behavior is abusive, either by Penal Code definition or because of an exploitative relation, then this behavior must be reported. If there is reasonable suspicion of sexual abuse prior or the consensual activity, the abuse must be reported.

Reportable Sexual Activity if a Child is 14 Years of Age and:

a. Partner is younger than 14 years old, but there is a disparity in chronological or maturational age or indications of intimidation, coercion or bribery or other indications of an exploitative relationship.

b. Partner is 14 years or older, lewd, and lascivious acts committed by a partner or any age or if the partner is the alleged spouse and over 14 years of age.

Reportable Sexual Activity if the Child is 14 or 15 Years of Age and:

a. There is unlawful sexual intercourse with a partner older than 14 but less than 21 years of age and there is no indication of abuse or evidence of an exploitive relationship there is unlawful sexual intercourse with a partner older than 21 years of age.

b. There are lewd and lascivious acts committed by a partner more than 10 years older than the child.

c. The partner is the alleged spouse and over 21 years of age

Reportable Sexual Activity if the Child is 16 or 17 Years of Age and:

a. The partner is less than 14 years of age.

b. There is unlawful sexual intercourse with a partner older than 14 and there is evidence of an exploitative relationship.

c. The partner is the alleged spouse and there is evidence of an exploitative relationship.

Reportable Sexual Activity if the Child is under 18 Years of Age and:

a. Sodomy, oral copulation, penetration of a genital or anal opening by a foreign object, even if consensual, with a partner of any age.

Not Reportable Sexual Activity:

a. Child is 14 years or younger and partner is younger than 14 years and of similar age or maturational age. Sexual behavior is voluntary and consensual. There are no indications of intimidation, coercion, bribery, or other indications of an exploitative relationship.

b. Unlawful sexual intercourse of a child 14 to 15-years of age with a partner older than 14 and less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship.

c. Unlawful sexual intercourse with a child 16 or 17 years of age with a partner older than 14 and there is no indication of an exploitative relationship.

Mandated reports of sexual activity must be reported to either the Department of Child Protective Services (CPS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

C. Mandated Child Abuse Reporting

Employees, who are mandated reporters, as defined by law and administrative regulation, are obligated to report all known or suspected incidents of child abuse and neglect. Mandated reporters shall not investigate any suspected incidents but rather shall cooperate with agencies responsible for investigating and prosecuting cases of child abuse and neglect. BP 5141.4

1. Mandated child abuse reporting is governed by the Child Abuse and Neglect Reporting Act, P.C. 11164.

2. Mandated reporters include, but are not limited to, teachers; instructional aides; teacher's aides or assistants; classified employees; certificated pupil personnel employees; administrative officers or supervisors of child attendance; administrators and employees of a licensed day care facility; district police or security officers; licensed nurses or health care providers; and administrators, presenters, and counselors of a child abuse prevention program.

3. A mandated reporter shall make a report using the procedures provided below whenever, in his/her professional capacity or within the scope of his/her employment, he/she has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. (Penal Code 11166)



Reasonable suspicion means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on his/her training and experience, to suspect child abuse or neglect. However, reasonable suspicion does not require certainty that child abuse or neglect has occurred nor does it require a specific medical indication of child abuse or neglect.

4. Any mandated reporter who has knowledge of or who reasonably suspects that a child is suffering serious emotional damage or is at a substantial risk of suffering serious emotional damage, based on evidence of severe anxiety, depression, withdrawal, or untoward aggressive behavior toward self or others, may make a report to the appropriate agency. (Penal Code 11166.05, 11167)

5. Any district employee who reasonably believes that he/she has observed the commission of a murder, rape, or lewd or lascivious act by use of force, violence, duress, menace, or fear of immediate and unlawful bodily injury against a victim who is a child under age 14 shall notify a peace officer.

6. The reporting duties of mandated reporters are individual and cannot be delegated to another person. (Penal Code 11166)

7. When two or more mandated reporters jointly have knowledge of a known or suspected instance of child abuse or neglect, the report may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report. (Penal Code 11166)

8. No supervisor or administrator shall impede or inhibit a mandated reporter from making a report. (Penal Code 11166)

9. Any person not identified as a mandated reporter who has knowledge of or observes a child whom he/she knows or reasonably suspects has been a victim of child abuse or neglect may report the known or suspected instance of child abuse or neglect to the appropriate agency. (Penal Code 11166)

D. Reporting Procedures - Telephone Report and Written Report

1 Initial Telephone Report

Immediately or as soon as practicable after knowing or observing suspected child abuse or neglect, a mandated reporter shall make an initial report by telephone to any police department (excluding a school district police/security department), sheriff's department, county probation department if designated by the county to receive such reports, or county welfare department. {Penal Code 11165.9, 11166)

a. The telephone call must be made immediately or as soon as practicably possible by telephone within a 24 hours to the following agency:

Child Protective Services

Child Abuse and Neglect Hotline

408-299-2071

b. When the initial telephone report is made, the mandated reporter shall note the name of the official contacted, the date and time contacted, and any instructions or advice received.

2 Written Report

a. Within 36 hours of knowing or observing the information concerning the incident, the mandated reporter shall then prepare and either send, fax, or electronically submit to the appropriate agency a written follow-up report, which includes a completed Department of Justice form (55 8572). (see Appendix XXX)

b. The Department of Justice form may be obtained from the district office or other appropriate agencies, such as the county probation or welfare department or police or sheriff's department.

1. Mandated Components of Report

a. The name, business address, and telephone number of the person making the report and the capacity that makes the person a mandated reporter

b. The child's name and address, present location and, where applicable, school, grade, and class

c. The names, addresses, and telephone numbers of the child's parents/guardians

d. The name, address, telephone number, and other relevant personal information about the person who might have abused or neglected the child

e. The information that gave rise to the reasonable suspicion of child abuse or neglect and the source(s) of that information

f. The mandated reporter may give to an investigator from an agency investigating the case, including a licensed agency, any information relevant to an incident of child abuse or neglect or to a report made for serious emotional damage pursuant to Penal Code 11166.05.

g. Information relevant to the incident of child abuse or neglect also may be given to an investigator from an agency that is investigating the case. (Penal Code 11167)

2. Internal Reporting

a. The mandated reporter shall not be required to disclose his/her identity to his/her supervisor, the principal or the Superintendent or designee. (Penal Code 11166)

b. However, employees reporting child abuse or neglect to an appropriate agency are encouraged, but not required, to notify the principal as soon as possible after the initial telephone report to the appropriate agency. When so notified, the principal shall inform the Superintendent or designee.

c. The principal so notified shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with law, Board policy, and administrative regulation. At the mandated reporter's request, the principal may assist in completing and filing the necessary forms.

d. Reporting the information to an employer, supervisor, principal, school counselor, co-worker, or other person shall not be a substitute for making a mandated report to the appropriate agency. (Penal Code 11166)

E. Failure to Report Known or Suspected Child Abuse

Failure to report known or reasonable suspicion of child abuse, including sexual abuse, is a misdemeanor. Mandated reporters are provided with immunity from civil or criminal liability as a result of making a mandated report of child abuse.

F. Staff Training

The Superintendent or designee shall provide training regarding the reporting duties of mandated reporters. In the event that training is not provided to mandated reporters, the Superintendent or designee shall report to the California Department of Education the reasons that such training is not provided. (Penal Code 11165.7) (BP 5141.1/

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Mandated Reporter Policy

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    a. Injury inflicted by another person
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    b. Injury caused by reasonable and necessary force used by a peace officer:
        - To quell a disturbance threatening physical injury to a person or damage property.
        - To prevent physical injury to another person or damage to property.
        - For the purposes of self defense.
        - To obtain possession of weapons or other dangerous objects within the control of a child
        - To apprehend an escapee.
    c. An injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of his/her employment.
    d. An injury caused by a school employee's use of force that is reasonable and necessary to quell a disturbance threatening physical injury to persons or damage to property, to protect himself/herself, or to obtain weapons or other dangerous objects within the control of the student.

e. Physical pain or discomfort caused by athletic competition or other such recreational activity voluntarily engaged in by the student (Education Code 49001)

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a. Involuntary sexual activity is always reportable.

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Reportable Sexual Activity if the Child is 14 or 15 Years of Age and:



a. There is unlawful sexual intercourse with a partner older than 14 but less than 21 years of age and there is no indication of abuse or evidence of an exploitive relationship there is unlawful sexual intercourse with a partner older than 21 years of age.

b. There are lewd and lascivious acts committed by a partner more than 10 years older than the child.

c. The partner is the alleged spouse and over 21 years of age

Reportable Sexual Activity if the Child is 16 or 17 Years of Age and:

a. The partner is less than 14 years of age.

b. There is unlawful sexual intercourse with a partner older than 14 and there is evidence of an exploitative relationship.

c. The partner is the alleged spouse and there is evidence of an exploitative relationship.

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3. Mandated Components of Report

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b. The child's name and address, present location and, where applicable, school, grade, and class

c. The names, addresses, and telephone numbers of the child's parents/guardians

d. The name, address, telephone number, and other relevant personal information about the person who might have abused or neglected the child

e. The information that gave rise to the reasonable suspicion of child abuse or neglect and the source(s) of that information

f. The mandated reporter may give to an investigator from an agency investigating the case, including a licensed agency, any information relevant to an incident of child abuse or neglect or to a report made for serious emotional damage pursuant to Penal Code 11166.05.

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Latino College Preparatory Academy (LCPA)
Charter Petition Renewal

Appendix 22: LCPA Mandated Reporter Policy



Employee Manual

2020-2021

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Welcome to the Foundation for Hispanic Education *Familia*!

We are happy to have you join The Foundation for Hispanic Education (TFHE). We believe our organization is truly unique. TFHE was established in 1981 as a product of the late Dr. B. Roberto Cruz's vision of providing quality education and support for all underserved learners, with a focus on Latino students. Committed to its mission *to identify, understand, and address the Latino education achievement gap through innovation and collaboration*, TFHE continually funds and provides resources to local and national initiatives undertaking educational issues facing minorities in innovative ways. Serving the East San Jose community for over 30 years, TFHE currently operates the Center for Latino Education and Innovation and three charter high schools.

We serve a diverse group of talented and hardworking students. We regard the work we do as being of utmost importance. Therefore, we have high expectations for professionalism and performance for each one of our employees. All employees should treat all individuals, students, teachers, administrators, volunteers, vendors, and family members, with respect and approach all situations as opportunities to learn and succeed.

This Employee Manual (Manual) has been written to provide you with an overview of TFHE, its personnel policies and procedures, and your benefits as an employee of the Foundation and its charter schools.

This Manual is intended to explain in general terms those policies that most often apply to your day-to-day work activities. This Manual cannot anticipate every situation or answer every question about employment, and it is not an employment contract. Employees are expected to read this Manual thoroughly upon receipt, to know and abide by the policies outlined herein, and as revised over time, throughout their employment. We welcome you to our *familia* and wish you great success and fulfillment at TFHE!

VISION, MISSION & GOVERNANCE STRUCTURE

VISION

TFHE envisions a world in which all English Language Learner students are provided with the opportunity to learn in an environment that addresses their educational needs, supports cultural awareness, emphasizes their abilities and provides them with a path to success.

MISSION

The mission of TFHE is to identify, understand, and address the Latino education achievement gap through innovation and collaboration.

I. INTRODUCTION TO MANUAL

This Manual has been written to serve as a guide for the employer/employee relationship with TFHE and its charter high schools: The Latino College Preparatory Academy (LCPA), The Luis Valdez Leadership Academy (LVLA), and The Roberto Cruz Leadership Academy (RCLA). It explains the policies and procedures that guide employment with TFHE, as well as the priority areas for building a dedicated and competent staff. These priority areas include:

1. Balance between the belief that our student population can and will succeed, and position knowledge and abilities;

2. Willingness and flexibility to incorporate the philosophy and practice of TFHE in day to day performance on the job; and

3. Desire to be a life-long learner both individually and as a collective part of a team or community.

In addition to the above priorities, Faculty must:

1. Demonstrate mastery of course content now or the potential to develop mastery within 2 years;

2. Exhibit a desire and willingness to understand and work with the assets and areas for growth of the individual student in academic achievement status, language, socio-economic status, culture, and life experience; and

3. Maintain a valid credential, where applicable.

Although this Manual encompasses the policies under which TFHE operates, it is not intended to represent all of the policies of the Board of Trustees for TFHE. The intention of this document is to serve as a reference document for employees throughout their employment at TFHE. Employees should understand, however, that this Manual is not intended to be a contract (express or implied), nor will it modify in any way the policy of at-will employment. In no way does the Manual replace any official plan documents (e.g., health insurance, retirement plan, etc.) or insurance contracts, which will govern in all cases. This Manual supersedes and replaces all previous personnel policies, practices, and guidelines, and

any inconsistent policies or memoranda. In the case of TFHE employees covered by employment or collective bargaining agreements, the terms contained in any such agreement shall control and supersede any conflicting policies and procedures contained in this Manual, including the guarantee of unit members' rights before the imposition of discipline.

Due to the fact that TFHE is a growing and changing organization, it reserves full discretion to add to, modify, suspend or delete provisions of this Manual, or the policies and procedures on which they may be based, at any time without advance notice. TFHE also reserves the right to interpret any of the provisions set forth in this Manual in any manner it deems appropriate. Any such modification must be in writing and approved by the TFHE Charter School Committee or its designee(s). Any written changes to this Manual will be distributed to employees. No oral statements or representations can in any way alter the provisions of this Manual.

This Manual is the property of TFHE and is considered confidential and is intended for personal use and reference by employees of TFHE. Circulation of this Manual outside of TFHE requires the prior written approval of the Board President or his/her designee(s).

Employees are expected to read, understand, and follow the provisions of this Manual. If you have any questions, please do not hesitate to contact Human Resources for assistance. Employees must sign the acknowledgment form at the end of this Manual, tear it out, and return it to Human Resources.

II. EMPLOYMENT

A. EMPLOYMENT AT-WILL

Except if stated expressly otherwise by an employment agreement, it is the policy of TFHE that all employees are considered "at-will" employees of TFHE. Employment at-will may be terminated with or without cause and with or without notice at any time by the employee or TFHE. Nothing in this Manual shall limit the right to terminate at-will employment. No manager, supervisor, or employee of TFHE has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will. Only the President of TFHE has the authority to modify an employee's at-will employment, which is binding only if it is in a writing signed by TFHE's President and the affected employee.

B. EQUAL EMPLOYMENT OPPORTUNITY

TFHE is an equal opportunity employer and makes employment decisions on the basis of merit and/or business necessity. We want to have the best available persons in every job. TFHE policy prohibits unlawful discrimination based on race, religious creed (which includes religious dress and grooming practices), color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status, immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), or any other consideration made unlawful by federal, state, or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics.

TFHE is committed to complying with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the operations of TFHE and prohibits unlawful discrimination by any employee of TFHE, including supervisors and co-workers.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, TFHE 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 TFHE. 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. TFHE will analyze the situation, engage in an interactive process with the individual, and respond to the individual's request.

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

C. ANTI-HARASSMENT

TFHE is committed to providing a work environment free of unlawful harassment. TFHE policy prohibits harassment based on race, religious creed (which includes religious dress and grooming practices), color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status, immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), 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.

TFHE's anti-harassment policy applies to all persons involved in the operation of TFHE and prohibits unlawful harassment by any employee of TFHE, including supervisors and co-workers, and by third parties. TFHE will take all reasonable steps to prevent or eliminate unlawful harassment by non-employees, including students, parents, contractors, and suppliers, who have workplace contact with our employees.

Prohibited harassment includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, or comments (including, but not limited to, threats of deportation against applicants and employees and family members of applicants and employees, derogatory comments about immigration status, or mockery of an accent or a language or its speakers).

- 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.

D. RETALIATION

TFHE 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 or otherwise protected activity. 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 retaliation, please follow the complaint procedure outlined below.

E. COMPLAINT PROCEDURE – UNLAWFUL HARASSMENT, DISCRIMINATION, 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. Complaints should be submitted in writing and should be specific, including the names of the individuals involved and the names of any witnesses. Reports of any conduct forbidden by this policy should be reported *immediately* so that complaints can be quickly and fairly resolved before relationships become irreparably strained. Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. All complaints will be handled as confidentially as possible and information will be disclosed only as it is necessary to complete the investigation and resolv

Individuals who believe they have been the victims of conduct prohibited by this policy statement or believe they have witnessed such conduct should report their concerns to their immediate supervisor or to Human Resources as soon as possible after the incident. Supervisors will refer the complaints to Human Resources. In the event a complaint involves students, Human Resources will consult with the Site Principal. In the event the alleged misconduct involved all these individuals, employees may report to the Chief Executive Officer.

Upon notice of such a complaint, TFHE will promptly undertake 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, TFHE will provide regular progress updates, as appropriate, to those directly involved. TFHE 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 TFHE determines that unlawful conduct or a violation of applicable policies has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by the Foundation to be responsible for unlawful discrimination, harassment and/or retaliation will be subject to appropriate disciplinary action, up to, and including termination. TFHE will also take appropriate action to deter future conduct. TFHE will not retaliate against you for filing a complaint and will not tolerate or permit retaliation by management, employees or co-workers.

TFHE will not retaliate 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 are expected to cooperate in good faith with workplace investigations. An employee's failure to cooperate in good faith with a workplace investigation may result in delay or obstruction.

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 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.

F. OPEN DOOR POLICY

At some time or another, you may have a suggestion, complaint, or question about TFHE, 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 supervisor, who will investigate and provide a solution or explanation. If the problem is still not resolved, you may present it to Human Resources, preferably in writing, who will address your concerns.

III. CONDITIONS OF EMPLOYMENT

A. IMMIGRATION LAW COMPLIANCE

TFHE is committed to full compliance with federal and state immigration laws. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and legal authority to work in the United States no later than three business days after the employee begins work. Former employees who are rehired must also complete the form if they have not completed an I-9 with TFHE within the past three years or if their previous I-9 is no longer retained or valid.

B. CREDENTIAL REQUIREMENTS

Employees in a position that requires a credential must provide copies of their credential, transcripts, and appropriate test results upon hiring. Employment is contingent upon the timely submission of these documents.

Employees are also responsible for keeping required certificates, credentials, and registrations current and in good standing, for paying the costs associated with renewal, and for timely providing Human

Resources with verification of renewals. Failure to provide these updated documents to TFHE may result in discipline, including but not limited to termination or suspension without pay until such time as the necessary documentation has been provided.

C. BACKGROUND CHECKS

TFHE recognizes the importance of maintaining a safe workplace with employees who are honest, trustworthy, qualified, reliable, and nonviolent, and do not present a risk of harm to students, coworkers, or others. Accordingly, TFHE requires fingerprinting and background checks for its employees consistent with legal requirements.

D. HEALTH TESTING REQUIRED BY STATUTE

No person shall be employed at schools operated by TFHE 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 TFHE 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.

The risk assessment, and examination if necessary, is a condition of initial employment, and the expense incident thereto shall be borne by the applicant. TFHE shall reimburse current employees for the cost, if any, of the tuberculosis risk assessment and the examination.

E. FIRST-AID AND CPR TRAINING

Applicable individuals must receive, renew, and maintain basic first-aid and CPR certification as required by law and TFHE policies and procedures.

F. BLOODBORNE PATHOGENS TRAINING

TFHE is committed to providing a safe and healthful work environment for our entire staff. In pursuit of this goal all employees who have occupational exposure to bloodborne pathogens receive initial training at the time of hire and annual training thereafter as required by relevant Occupational Health and Safety regulations. Employees of TFHE who are required to complete training, must do so by the due date assigned by Human Resources.

G. CHILD ABUSE AND NEGLECT REPORTING ACT

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 CEO. Reporting such incidents to Human Resources and the CEO 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.

IV. EMPLOYMENT PROCESSES

A. WORKDAY AND WORKWEEK

For payroll purposes, TFHE's standard workweek begins on Sunday at 12:01 a.m. and ends on Saturday at 11:59 p.m. (midnight), and TFHE's standard workday is 12:01 a.m. to 11:59 p.m. (midnight) each day.

B. 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. 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.

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 TFHE. Accordingly, either the employee or TFHE can terminate the employment relationship at-will, at any time, with or without cause or advance notice.

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 expected to report for work and perform their jobs in a regular and timely manner. Exempt employees are paid a fixed salary that is intended to cover all of the compensation to which they are entitled. No overtime compensation will be paid to exempt employees.

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.

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.

4. Full-Time Employees

An employee who is consistently scheduled to work and regularly works at least 30-40 hours per week is considered a regular full-time employee. Generally, full-time employees are eligible for benefits, such as health care plans, holiday pay, and in some instances, paid time off. However, eligibility for each benefit is ultimately governed by the applicable policy, plan document, and/or applicable law. Thus, there may an instance in which a full-time employee is eligible for some but not all of these benefits.

5. Part-Time Employees

An employee who is consistently scheduled to work and regularly works 29 hours or less per week is considered a regular part-time employee. Generally, and except as otherwise required by law, part-time employees are not eligible for benefits, such as health care plans, paid time off, or holidays.

6. Temporary Employees

An employee who is hired for a particular project or job of limited duration is considered a temporary employee. A temporary employee is not eligible to earn, accrue, or participate in any 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.

7. New Hires

The first 90 days of employment are considered an introductory period during which time TFHE evaluates new employees to see if they are suited to the job. Immediate supervisors will closely monitor performance. TFHE reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign, or transfer job positions, or assign additional job responsibilities.

Completion of the introductory period does not entitle you to remain employed by TFHE for any definite period of time, but rather allows both you and TFHE to evaluate whether or not you are the right fit for the position.

C. JOB DUTIES

Your supervisor 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 TFHE. Your cooperation and assistance in performing such additional work is expected.

TFHE 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.

D. MEAL AND REST PERIODS

All non-exempt (hourly) employees are required to abide by the meal and rest period requirements set forth herein. All supervisors are responsible for facilitating compliance with these requirements. If you encounter any challenges with taking meal or rest periods in accordance with this policy, please immediately contact your supervisor or the Human Resources. (Please see Addenda A, for Waiver)

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. Any such waiver must be voluntary, in writing and revocable at any time.

Hours of Work	Meal Periods
0.0 – 5	0
5.1 – 9.9	1
10 +	2*

* An employee who works more than ten hours in a workday is eligible to take a second uninterrupted 30-minute meal period, unless the employee works 12 or fewer hours, did not waive the first meal period, and voluntarily waives his or her second meal period.

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 TFHE's timekeeping system. Employees may not join together required meal periods to take a longer break. (Please use NON-EXEMPT EMPLOYEE MEAL AND REST PERIOD REPORTING FORM (Addenda B)).

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:

Hours of Work	Rest Breaks
0.0 – 3.4	0
3.5 – 5.9	1
6.0 – 9.9	2
10 – 14	3
14 - 18	4

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. (Please use NON-EXEMPT EMPLOYEE MEAL AND REST PERIOD REPORTING FORM (Addenda B)).

3. Missed Meal or Rest Periods

Any employee who misses a meal or rest period or who experiences a late, short, or interrupted meal period—for any reason—must immediately report this issue to his or her supervisor in writing 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 TFHE), 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. (Please use NON-EXEMPT EMPLOYEE MEAL AND REST PERIOD REPORTING FORM (Addenda B)).

4. Discipline

Failure to comply with TFHE' policy regarding meal and/or rest periods can lead to discipline, up to and including termination. This applies to non-exempt employees as well as supervisors, who are responsible for assisting TFHE with implementing these requirements.

E. 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.

F. TIME WORKED RECORDS

To ensure compliance with all applicable laws, non-exempt employees must accurately record all hours worked using TFHE's timekeeping system. 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, your 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 total time worked and report absences from work due to personal needs or illness.

Employees are prohibited from doing the following:

- Recording inaccurate hours worked
- Recording hours worked on behalf of another employee
- Working "off the clock"
- Failing to record all hours worked
- Falsification of any time record

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

G. OFF THE CLOCK WORK

TFHE prohibits all employees from working off the clock at any time. This includes any work performed remotely or after hours, including any work performed on laptops, computers, PDAs, or cell phones to check work email, voicemail or to send text messages. All such time worked must be recorded on the employee's timesheet.

H. MAKE-UP TIME

Nonexempt employees may request approval to miss scheduled work due to personal obligations and make-up the time missed on another day in the same workweek. The employee must submit a signed request to his/her supervisor for each occasion the employee seeks to make-up time. To qualify for approval the make-up time must, at a minimum, not cause the employee to work more than 11 hours in any workday or more than 40 hours in a workweek. Such requests may be granted in the supervisor's sole discretion. If granted, make-up time under this policy will be compensated at a straight-time rate.

I. EMPLOYEE WAGES

1. Payroll Withholdings

TFHE shall deduct federal, state, and social security taxes and withholdings from each regular employee's pay as required by law. The number of withholding allowances will be determined based on the employee's W-4. Employees are required to submit a completed W-4 form upon hire and are responsible for reporting any changes in filing status to Human Resources by filling out a new W-4 form. TFHE shall also deduct any additional amounts as authorized by the employee in writing and any employee benefit contributions as elected by the employee. Every deduction from your paycheck is explained on your check voucher. If you do not understand the deductions, ask Human Resources to explain them to you.

At the end of the calendar year, a "withholding statement" (W-2) will be prepared and forwarded to each employee for use in connection with preparation of income tax returns. The W-2 shows Social Security and Medicare withheld; federal taxes withheld; state taxes withheld, and total wages.

2. Payment of Wages

- Paydays for exempt employees will be consistent with TFHE's payroll policies then in effect.

- Paydays for non-exempt employees are scheduled on the 15th and on the last business day of the month. Time sheets must be submitted by 5:00 pm three days prior to pay roll processing day

- When payday falls on a weekend, paychecks will be released on Friday. When payday falls on a holiday, paychecks will be released on the day before the holiday, unless the holiday is a Monday and, in that case, paychecks will be released the preceding Friday.

If you observe an error on your check, please report it immediately to your supervisor or to Human Resources.

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

J. VOLUNTARY TERMINATION

Although employment with TFHE is at-will, TFHE requests that an employee who intends to voluntarily leave his or her employment 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 TFHE. All TFHE 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 TFHE.

V. BENEFITS

A. INSURANCE BENEFITS

Eligible, regular, full-time employees of TFHE may participate in the following benefits. Eligible dependents are defined according to each insurance coverage plan. Subject to applicable law, there is no guarantee that TFHE will continue to maintain these benefits or that the terms and conditions of any such plan will not be changed at any time. Please refer to the summary plans to determine employee and dependent eligibility. Details about these benefits are available from Human Resources.

1. Medical, Dental and Vision Insurance

TFHE provides a comprehensive medical, dental and vision insurance plans for eligible employees and their dependents. Eligibility begins on the first day of the month following the date of regular full-time employment. Premium costs for eligible employees are paid by TFHE according to the plan documents. The employee pays elected coverage for eligible dependents through payroll deduction. Eligible employees may elect coverage only during open enrollment or must meet qualifications to enroll at another time.

2. Life and Accidental Death and Dismemberment

TFHE provides life and AD&D insurance coverage for eligible employees according to the plan documents. Eligibility begins on the first day of the month following three months of continuous full-time employment.

3. Short- and Long-Term Disability

TFHE provides short- and long-term disability insurance coverage for eligible regular full-time employees. Eligibility begins on the first day of the month following three months of continuous full-time employment.

B. RETIREMENT PLAN

Employees who are eligible for the California State Teachers Retirement System (CALSTRS) are required to participate in CALSTRS. Please contact Human Resources for a detailed description of the plan. CALSTRS-eligible employees of TFHE are defined as:

- K-12 teachers and all others who work directly with pupils a minimum 1050 hours/175 days per year, and
- Program Managers, principals, or administrators at a school site or district offices who work a minimum of 1520 hours/190 days.
- Substitute teachers have the option to participate in CALSTRS upon employment. However, even if they decline, they are automatically enrolled after 100 days of employment.

C. VACATION

Eligible employees accrue vacation according to the following policy.

1. Eligible Employees

Employees in the following positions, and such other positions as may be designated by TFHE, are eligible to accrue vacation under this policy: attendance clerks, registrar, parent coordinators, HR manager and HR assistant, director of data and information, student information coordinators, information technology coordinator, operations and facilities manager, director of data analytics, accountant, accounts payable and payroll clerk, director of community engagement and recruitment, and custodians.

Employees in the following positions and classifications are not eligible to accrue vacation under this policy: teachers, academic counselors, principals and assistant principals, deans, campus monitors, director for special education, director for mental health, pathway to college program and career readiness director, director for assessment and learning, and temporary employees.

2. Accrual and Cap

Beginning on the first day of employment, eligible full-time employees accrue vacation on an as worked basis, according to the following rates and subject to the maximum accrual (or cap) indicated:

Years of Employment	Accrual Per Month	Annual Accrual	Maximum Accrual
Through 1st Year	3.33 hours	5 days	5 days
2nd year through 4th year	6.67 hours	10 days	20 days
5th year through 8th year	10 hours	15 days	30 days
9th year through 12th year	13.33 hours	20 days	40 days
13th year and thereafter	14.67 hours	22 days	44 days

If an eligible employee works less than 75% of workdays in any given month, the employee's vacation accrual for that month will be prorated in proportion to the amount worked. Employees who only work 10 months will only accrue during those 10 months. Vacation will not accrue during any unpaid leave of absence

Classified part-time TFHE Staff, such as student recruitment and admissions assistant and part-time paraprofessionals accrue paid vacation days on a pro-rata basis according to the number of days worked based on the above schedule.

If the maximum accrual is reached, no additional vacation will be earned until accrued vacation time is used.

3. Use

Time off requests for vacation must be submitted, in Paycom, in advance and are subject to supervisor approval. Approved vacation requests must be scheduled to provide adequate coverage of job responsibilities and staffing requirements. In reviewing employee vacation requests, supervisors will give preference based on employment seniority, then to other requests. Approved vacation requests will be received by Human Resources via Paycom.

Vacation time approved prior to accrual will be taken without pay. At no time may an employee receive advanced vacation nor pay in lieu of accrued vacation (except at the time of termination).

D. HOLIDAYS

TFHE and its charter schools observe the following paid holidays:

1. New Year's Eve
2. New Year's Day
3. Martin Luther King Jr. Day
4. President's Day
5. Cesar Chavez Day
6. Memorial Day
7. Independence Day
8. Labor Day
9. Veterans Day
10. Thanksgiving Day
11. Day after Thanksgiving Day
12. Christmas Eve

13. Christmas Day

Any time a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday. However, TFHE may close on another day. Holiday observance will be announced in advance.

To be eligible for holiday pay, you must be regularly scheduled to work on the day on which the holiday is observed and must work your regularly scheduled working days immediately preceding and following the holiday, unless an absence on either day is approved in advance by your supervisor. Non-exempt employees who are required to work on a paid scheduled holiday will receive straight time pay. Exempt employees will only receive the holiday pay.

Temporary employees do not receive holiday pay.

Newly hired year-round employees (hourly and salary employees) will receive holiday pay after their 31st day at the job. For purpose of clarification, WDO employees are not considered year-round employees.

E. SCHOOL CALENDAR SCHEDULED BREAKS

Staff at each of the school sites work on their respective school schedule. These employees follow the holiday and yearly calendar of the LCPA, LVLA and/or RCLA, respectively. School schedules do not apply to Central Office TFHE staff. As a result, TFHE staff are required to work during school breaks.

VI. LEAVES

Please contact your immediate supervisor and Human Resources as soon as you have determined the need for any type of leave. Requirements for the timing or verification of need differ depending on the type of leave requested. Please refer to the appropriate section of this Manual for these requirements. If you feel you have been treated unfairly as a result of taking or requesting any of the leaves described herein, you should notify your supervisor or Human Resources.

A. PAID SICK LEAVE

All employees who work for TFHE more than 30 days within a year are eligible to accrue Paid Sick Leave ("PSL") beginning on the first day of employment under the accrual rate and cap set forth in this policy.

1. Permitted Use

Eligible employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventive care for) the employee or the employee's family member.

For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee as well as any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. "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.

2. Accrual Rate, Maximum, and Carryover

Temporary and part-time employees will be allotted 3 days or 24 hours (whichever is more) of PSL beginning on their 31st day of employment. All other eligible employees will accrue 1 day of PSL for every month worked beginning on their first day of employment. PSL accrues on an as-worked basis and does not accrue during any non-working time or unpaid leave of absence.

There is a cap on PSL accrual. Employees may accrue up to 12 days of PSL. Once the employee's PSL reaches the maximum, further accrual of PSL is suspended until the employee has reduced the PSL balance below this limit. In such a case, no PSL will be earned for the period in which the employee's PSL was at the maximum. Accrued but unused PSL will carry over from year to year, subject to this maximum accrual.

3. Limits on Use

Eligible employees may use accrued PSL beginning on the 31st day of employment.

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

4. 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. If you are absent longer than three days, TFHE may request medical certification to support any continuing request for leave.

5. Termination

Employees cannot cash out accrued but unused PSL. Accrued but unused PSL will not be paid out upon termination.

6. Special Provisions for Employees Who Participate in CALSTRS

Subject to any limitations in the Collective Bargaining Agreement, employees who participate in CALSTRS shall have the full year's credit of sick leave (10 days) available for use on the first day of contracted service, with any accrued unused sick leave carried over from prior years. Employees who participate in CALSTRS can transfer any accrued, unused sick days to a public school employer upon separation from employment. TFHE shall bank accumulated unused sick leave transferred from other California school districts for CALSTRS retirement purposes, but this amount will not be available for use.

7. No Discrimination or Retaliation

TFHE prohibits discrimination or retaliation against employees for using their PSL.

B. FAMILY MEDICAL LEAVE (FMLA/CFRA)

Eligible employees may request a family and medical leave of absence pursuant to the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA") under the circumstances described below.

1. Eligibility, Duration and Other Conditions

Eligible employees are those who have been employed by TFHE 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 TFHE 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 TFHE'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:

(a) 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;

(b) the care of the employee's spouse, child, parent, or registered domestic partner with a "serious health condition";

(c) the "serious health condition" of the employee;

(d) 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

(e) 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 (b) 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 (c) above, you must provide TFHE with a medical certification from your health care provider establishing eligibility for the leave, and you must provide TFHE with a release to return to work from the health care provider before returning to work. You must provide the required medical certification to TFHE 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 PSL 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 TFHE may mutually agree to supplement such benefit payments with available vacation and/or PSL.

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. TFHE 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.

2. New Parent Leave Act

Pursuant to the California New Parent Leave Act ("NPLA"), eligible employees may request a new parent leave of absence pursuant to this policy. Eligible employees are those who have been employed by TFHE for at least 12 months, have worked at least 1,250 hours during the 12 months immediately prior to the new parent leave of absence, and are employed at a worksite where there are between 20 and 49 employees of TFHE within 75 miles.

If an employee is employed at a worksite where there are 50 or more employees of TFHE within 75 miles, and is otherwise eligible for leave pursuant to FMLA and CFRA, the employee will be eligible for leave pursuant to FMLA and CFRA in lieu of being eligible for leave pursuant to NPLA. In other words, an employee cannot be eligible for leave under both NPLA and FMLA/CFRA. If an employee has questions about eligibility under NPLA, FMLA, or CFRA, please contact Human Resources.

An employee may request leave under this policy for the following baby-bonding reasons: 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. This leave may be taken for up to 12 workweeks during the designated 12-month period, which will be defined as a "rolling twelve months" looking backward over the preceding 12 months to calculate how much leave time has been

taken and therefore determine the amount of leave that is available. This leave may be taken in addition to the Pregnancy Disability Leave set forth below, subject to those terms and conditions.

Ordinarily, you must request a planned new parent 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 TFHE'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.

When an approved new parent leave ends, the employee will be reinstated to the same position or a comparable 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 the employee had been continuously employed in this position during the new parent leave. 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.

New parent leave is unpaid. However, you may utilize any accrued vacation and PSL during your 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 TFHE may mutually agree to supplement such benefit payments with available vacation/PSL. The use of such benefits does not extend the length of the leave.

Benefit accrual, such as vacation and holiday pay, if any, will be suspended during new parent leave and will resume upon return to active employment. Group health benefits will be maintained during the approved new parent 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.

For more information on new parent leave, please contact Human Resources.

3. Intermittent Leave

Employees may take FMLA/CFRA/NPLA leave intermittently (in blocks of time, or by reducing their normal weekly or daily work schedule). If the leave is taken for the serious health condition of the employee or the employee's spouse, child, parent, or registered domestic partner, and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition, intermittent leave may be taken in minimum increments of one (1) hour. If the leave is taken for baby-bonding, intermittent leave may be taken in minimum increments of two (2) weeks, except as otherwise allowed by TFHE on two or more occasions.

C. PREGNANCY DISABILITY LEAVE

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

from pregnancy disability leave must submit a health care provider's verification of their fitness to return to work.

TFHE 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, TFHE 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 693 hours) per pregnancy. The amount of leave will be prorated based on number of hours worked (i.e. a part-time employee working 20 hours per week would be entitled to 346.5 hours of leave). Pregnancy disability leave runs concurrently with FMLA. An employee who has exhausted pregnancy disability leave/FMLA for pregnancy related disability may be entitled to additional baby-bonding leave under CFRA or NPLA.

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 TFHE may mutually agree to supplement such benefit payments with available vacation and/or sick leave.

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

So that an employee's return to work can be properly scheduled, an employee on pregnancy disability leave is requested to provide TFHE 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.

D. EXTENDED UNPAID MEDICAL LEAVE

A medical leave of absence without pay may be granted for up to four months 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 TFHE. Approved absences of less than two weeks are not treated as medical leaves of absences but rather as excused absences without pay. Employees should request any leave in writing as far in advance as possible.

If you are granted a medical leave, you must use your accrued sick time and accrued vacation time. Benefit accrual, such as vacation, PSL, and holiday benefits, will be suspended during an unpaid medical leave period and will resume upon return to active employment. Unless otherwise required by law, TFHE 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.

A medical leave begins on the first day your doctor certifies that you are unable to work, and ends when your doctor certifies that you are able to return to work or after a total of four months of leave, whichever occurs first. Human resources will supply you with a form for your doctor to complete, showing the date you were disabled and the estimated date you will be able to return to work. An employee returning from a medical disability leave must present a doctor's certificate declaring fitness to return to work.

If returning from a non-work-related medical leave, you will be offered the same position you held at the time your leave began, if available. If your former position is not available, a comparable position will be offered. If neither the same nor a comparable position is available, your return to work will depend on job openings existing at the time of your scheduled return. TFHE makes no guarantees of reinstatement, and your return will depend on your qualifications for existing openings.

E. WORKERS' COMPENSATION

Employees that are temporarily disabled due to a work-related illness or injury will be placed on workers' compensation leave consistent with California's workers' compensation laws.

Employees must report work-related injuries immediately to a supervisor and/or Human Resources. Employees must fill out a claim form (DWC 1), provided by TFHE, in order to request workers' compensation benefits and must submit a healthcare provider's certification of the need for workers' compensation leave to Human Resources. Employees may apply PSL while a workers' compensation claim is pending.

F. BEREAVEMENT LEAVE

TFHE grants leave of absence to employees in the event of the death of the employee's current spouse, child, parent, legal guardian, brother, sister, grandparent, or grandchild; or mother-, father-, sister-, brother-, son-, or daughter-in-law. An employee with such a death in the family may take up to three consecutive scheduled workdays off with pay with the approval of TFHE. Requests must be made through Human Resources. If travel time requires over 180 miles, an employee may take up to five consecutive scheduled workdays off.

G. MILITARY LEAVE

All employees who leave TFHE 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 or receive holiday pay during military leave.

H. 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.

I. JURY DUTY AND WITNESS LEAVE

TFHE encourages employees to serve on jury duty when called. Employees will receive full pay while serving up to two weeks of jury duty. You should notify your supervisor of the need for time off for jury or witness duty as soon as a notice or summons from the court is received. You may be requested to provide written verification from the court clerk of performance of jury service. If work time remains after any day of jury selection, jury duty, or witness duty, you will be expected to return to work for the remainder of your work schedule.

Exempt employees on a 10-month calendar are encouraged to postpone a summons to perform jury duty to the summer period.

Year-round and hourly employees may elect to use accrued vacation during jury duty leave or take an unpaid leave of absence during jury duty.

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

J. TIME OFF TO VOTE

TFHE will allow any nonexempt employee who is a registered voter and does not have enough time outside of working hours to vote in a statewide election up to two (2) hours of paid time off to vote. The request must be made at least two (2) working days in advance. The time must be at the beginning or end of the employee's regular shift, whichever allows the most free time for voting and the least time off from work unless TFHE and the employee agree otherwise. The employee may be required to submit a voter's receipt on the first working day following the election to qualify for paid time off.

An employee may also serve as an election official on Election Day without being disciplined, however TFHE will not pay the employee for this time off. Employees may apply vacation to any such time off.

K. DOMESTIC VIOLENCE, SEXUAL ASSAULT, STALKING LEAVE

1. Right to Time Off

All employees have the right to take time off from work to get help to protect themselves and their children's health, safety, or welfare. All employees can take time off to get a restraining order or other court order. All employees can take time off from work to get medical attention or services from a domestic violence shelter, program, or rape crisis center, or receive psychological counseling or safety planning related to domestic violence, sexual assault, or stalking.

Employees may use available vacation (if applicable) or accrued PSL. Otherwise, the time off is unpaid. In general, employees are not required to provide documentation for time off under this policy. However, employees shall provide reasonable advance notice of their intent to take time off, unless advance notice is not feasible. If employees are unable to provide advance notice for time off under this policy, they can provide certification of their absence (such as a police report, court order, or health care provider certification) within a reasonable time period thereafter.

If employees provide reasonable advance notice or provide documentation within a reasonable time period thereafter for an unscheduled absence, they will not be subject to any disciplinary action for time off under this policy.

2. Right to Reasonable Accommodation

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

3. Prohibition on Retaliation and Discrimination

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

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

4. 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 by phone at 213-897-6595 or visit a local office by finding the nearest one on website:

www.dir.ca.gov/dlse/DistrictOffices.htm. The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

L. VICTIMS OF CRIME LEAVE

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.

M. 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 (8) 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.

N. 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.

O. CIVIL AIR PATROL LEAVE

Pursuant to California law, TFHE 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 TFHE as much notice as possible of the intended dates upon which the leave would begin and end. TFHE 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.

P. ORGAN DONOR / BONE MARROW DONOR LEAVE

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

TFHE requires that bone marrow donors use up to five (5) days of available accrued sick or vacation time during the course of the leave. Organ donors must use up to ten (10) 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 TFHE 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, TFHE 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 TFHE as much notice as possible of the intended dates upon which the leave would begin and end.

Q. OTHER LEAVES OF ABSENCE

TFHE may grant leaves of absence to employees in certain circumstances. Unused sick leave or accrued vacation may be used during unpaid leaves. Request any leave in writing as far in advance as possible, keep in touch with your supervisor or Human Resources office during your leave, and give prompt notice of any change in your anticipated return date. If your leave expires and you fail to return to work without contacting your supervisor or Human Resources within 3 days, TFHE will assume that you do not plan to return and that you have terminated your employment. Upon return from a leave of absence, you will resume all aspects of your employment status that existed prior to the start of your leave.

R. PERSONAL LEAVE

A personal leave of absence without pay may be granted at the discretion of TFHE. Requests for personal leave should be limited to unusual circumstances requiring an absence of longer than two weeks. Approved personal absences of shorter duration are not normally treated as leaves, but rather as excused absences without pay.

S. ADULT LITERACY LEAVE

Pursuant to California law, TFHE 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 TFHE. TFHE 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.

T. ALCOHOL AND DRUG REHABILITATION LEAVE

Pursuant to California law, TFHE 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 TFHE. TFHE 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 TFHE's right to discipline an employee, up to and including termination of employment, for violation of TFHE's Drug and Alcohol Policy.

U. EMERGENCY PAID SICK LEAVE (COVID-PSL) & EMERGENCY FAMILY AND MEDICAL LEAVE EXPANSION ACT – PLEASE SEE ADDENDA C

VII. PERSONNEL RECORDS, REFERENCES AND EVALUATION

A. PERSONNEL RECORDS

It is important that all personnel files contain current information regarding each employee. It is the responsibility of each employee to make sure that the personnel data in his or her file is accurate and up to date. 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, home and work telephone numbers and addresses
- Withholding tax information (your marital status and correct number of dependents)
- Completion of education
- Change of beneficiary on group life insurance

TFHE will maintain the confidentiality of your personnel file to the extent permitted by law. Any request for information contained in personnel files must be directed to Human Resources. Only the human resources office is authorized to release information about current or former employees.

An employee or former employee (or designee) has the right to inspect or receive a copy of his or her personnel records at reasonable times, at a reasonable place, and on reasonable advance notice to Human Resources. All requests should be put in writing. If the request includes a request for copies the employee or former employee may be required to pay for the actual costs of copying.

B. EMPLOYMENT REFERENCES

All requests for references must be directed to the human resources office. No other manager, supervisor, or employee is authorized to release references for current or former employees. By policy, TFHE discloses only the dates of employment and the title of the last position held by former employees. If you authorize

the disclosure in writing, TFHE also will inform prospective employers of the amount of salary or wage you last earned.

C. PERFORMANCE EVALUATIONS

Employees are expected to observe and maintain certain standards of job performance and good conduct. When performance or conduct does not meet TFHE standards, TFHE will endeavor when it deems appropriate to provide the employee a reasonable opportunity to correct the deficiency. However, if the employee fails to meet required standards, he or she will be subject to disciplinary action, including termination.

1. Classified Employees

Periodic performance reviews are conducted by the employee's supervisor. Your first performance evaluation will take place after completion of your introductory period. TFHE endeavors to provide subsequent performance evaluations annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

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 are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of TFHE 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 is has been presented to you, that you have discussed it with your supervisor, and that you are aware of its contents.

TFHE's provision of performance evaluations do not alter the at-will employment relationship. Nothing in this policy shall limit the right to terminate employment at-will or limit TFHE's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. Failure by TFHE to evaluate the employee will not prevent TFHE from transferring, demoting, disciplining, or terminating an employee. Employment is at the mutual consent of the employee and TFHE. Accordingly, either the employee or TFHE can terminate the employment relationship at-will, at any time, with or without reason and with or without notice.

2. Faculty

Faculty evaluations are based on the California Standards for Teaching Professionals. These evaluations are done on a regular basis, both formally and informally, and are consistently used to support faculty in their professional development goals. Additional details can be found on the Collective Bargaining Agreement.

VIII. WORKPLACE POLICIES

A. PUNCTUALITY AND ATTENDANCE

As an employee of TFHE, you are expected to be punctual and regular in attendance and 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 periods or authorized breaks. Tardiness, late arrival, early departure, or other unanticipated and unapproved absences, even for good reasons, are disruptive to our operations and interfere with our ability to satisfy our students' needs.

If you are unable to report for work on any particular day, you must under all but the most extenuating circumstances call your supervisor at least one hour before the time you are scheduled to begin working for that day. If you call less than one hour before your scheduled time to begin work and do not arrive in time for your assigned shift, you will be considered tardy for that day. In all cases of absences or tardiness, employees must provide their supervisor with an honest reason or explanation. Employees also must inform their supervisor of the expected duration of any absence. Excessive absenteeism or tardiness, whether excused or not, will not be tolerated. TFHE defines excessive absenteeism as more than three days absence or tardiness in a one-month period.

If you fail to report for work without any notification to your supervisor and your absence continues for a period of three days, TFHE will consider that you have abandoned your employment.

B. DRESS CODE AND OTHER PERSONAL STANDARDS

All Employees are expected to wear, at a minimum, business casual attire.

C. PROHIBITED CONDUCT

The following conduct is prohibited and will not be tolerated by TFHE. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and TFHE's operations also may be prohibited.

- Falsifying employment records, employment information, or other TFHE records;
- Recording the work time of another employee or allowing any other employee to record your work time, or falsifying any timecard, either your own or another employee's;
- Theft and deliberate or careless damage or destruction of any TFHE property, or the property of any employee, student or customer;
- Removing or borrowing TFHE property without prior authorization;
- Use or possession of another employee's property without his or her permission;
- Participating in horseplay or practical jokes on TFHE time or on TFHE premises;
- Carrying firearms or any other dangerous weapons on TFHE premises at any time;
- Engaging in criminal conduct whether or not related to job performance;
- Smoking in a non-smoking area;
- Causing, creating, or participating in a disruption of any kind during on TFHE property;
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management;
- Using abusive language at any time on TFHE premises;
- Unreported absence of three consecutive scheduled workdays (including Friday/Monday combination);
- Failing to obtain permission to leave work for any reason during normal working hours;
- Working overtime without authorization or refusing to work assigned overtime;

- Wearing disturbing, unprofessional or inappropriate styles of dress or hair while working;
- Violating or failing to observe any safety, health, security or TFHE policy, rule, or procedure;
- Committing a fraudulent act or a breach of trust under any circumstances;
- Unauthorized soliciting of employees for membership, funds, contributions or sales on TFHE property;
- Abuse of sick time; and
- Acting contrary to the interests of TFHE.

This statement of prohibited conduct does not alter TFHE's policy of at-will employment. Either you or TFHE remain free to terminate the employment relationship at any time, with or without reason or advance notice.

D. EMPLOYEE-STUDENT INTERACTIONS

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 an appropriate relationship with a student is deemed an abuse of power and a betrayal of public trust.

2. Acceptable and Unacceptable Behavior

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

Staff members must understand their own responsibilities for ensuring 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.

The following list is illustrative of <u>unacceptable</u> 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 school
- Making, or participating in, sexually inappropriate comments
- Sexual jokes, or jokes/comments with sexual overtones or double-entendres

- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator
- Listening to or telling stories that are sexually oriented
- Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- Giving students a ride to/from school or school activities without parental permission
- Being alone in a room with a student at school with the door closed
- Allowing students in your home without signed parental permission for a pre-planned and pre-communicated educational activity which must include another educator, parent, or other responsible adult
- Remarks about the physical attributes or physiological development of anyone
- Excessive attention toward a particular student
- Sending 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 TFHE policies or in violation of TFHE's social media policy
- Being "friends" with a student on any personal or non-school social media website
- Engaging in inappropriate and/or unprofessional communications with students on TFHE 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 <u>acceptable</u> and recommended behavior, which includes, but is not limited to:

- Obtaining parent's written consent for any after-school activity on or off campus (exclusive of tutorials)
- Obtaining formal approval (site and parental) to take students off school property for activities such as field trips or competitions
- Emails, text-messages, phone conversations, and other communications to and with students, if permitted, must be professional and pertain to school activities or classes (communication should be initiated via school-based technology and equipment)

- Keeping the door open when alone with a student
- Keeping reasonable and appropriate space between you and the student
- Stopping and correcting students if they cross your own personal boundaries
- Keeping parents informed when a significant issue develops about a student
- Keeping after-class discussions with a student professional and brief
- Asking for advice from senior-staff or administration if you find yourself in a difficult situation related to boundaries
- Involving your direct supervisor if a conflict arises with a student that has the potential to become more severe
- Making detailed notes about an incident that could evolve into a more serious situation later
- Recognizing and acting on the responsibility to stop unacceptable behavior of students and/or coworkers
- Asking another staff member to be present if you will be alone with any student who may have severe social or emotional challenges (and you are not the assigned case educator)
- Asking another staff member 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-fives, and handshakes are appropriate
- Keeping your professional conduct, a high priority during all moments of student contact
- Asking yourself if any of your actions, which are contrary to these provisions, are worth sacrificing your job and career

3. Reporting

When any staff member, parent, or student becomes aware of a staff member having crossed the boundaries specified in this policy, or has a strong suspicion of misconduct, he or she must promptly report the suspicion to the school Principal or Human Resources. Prompt reporting is essential to protect students, the suspected staff member, any witnesses, and the school as a whole. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses boundaries, or any situation in which a student appears to be at risk for sexual abuse.

Employees must also report any known or reasonably suspected child abuse to a child protective agency consistent with Child Abuse and Neglect Reporting Act requirements.

4. Investigating

Human Resources will promptly investigate and document the investigation of any allegation of a violation of this policy, using such support staff or outside assistance, as he or she deems necessary and appropriate under the circumstances. Throughout this fact-finding process, the investigating administrator, and all other privy to the investigation, shall protect the privacy interests of any affected student(s) and/or staff member(s) including any potential witnesses, as much as possible. The investigating administrator shall promptly notify the President and CEO of the existence, status and resolution of any investigations.

In the event the allegation also constitutes a reportable allegation under the Child Abuse and Neglect Reporting Act, Human Resources shall comply with legal requirements and immediately report the allegation to a child protective agency and shall follow up such report with a written report within thirty-six (36) hours.

5. Consequences

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

E. BUSINESS HOURS

Office hours are normally 8:00 a.m. – 5:00 p.m. Monday through Friday. For faculty and other staff who work with students, the normal day will start at 7:30 a.m. and end 4:30 p.m. There will be different times scheduled for certain activities such as meetings, extra-curricular activities, parent conferences and other activities deemed vital to the performance of the charter schools.

The regular workday schedule for non-exempt employees is 8 hours. For example: 8-5 or 9-6. The regular workweek schedule is forty (40) hours. Exempt employees are also generally expected to be present during business hours and to commit whatever additional time is necessary to satisfactorily complete all job requirements.

F. BUILDING SECURITY/CLASSROOMS AND OFFICE KEYS

All employees who are issued keys to an office and/or classrooms are responsible for their safekeeping. These employees will sign a key control card upon receiving the key.

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

Employees must exit the building before security or maintenance personnel sets alarm and locks the building. It is the responsibility of the employee to make sure all appliances and lights are turned off before exiting his/her office or classroom area, in addition to ensuring that all personal belongings are properly stored away from the line of visibility into the room. Employees are not allowed on TFHE's property after hours without prior authorization.

G. CONFIDENTIALITY AND NON-DISCLOSURE OR USE OF TRADE SECRET INFORMATION

Each employee is responsible for safeguarding the confidential information obtained during employment. In the course of your work, you may have access to confidential information regarding TFHE, its suppliers, its customers, its students, or its employees. You have the responsibility to prevent revealing or divulging any such information unless it is necessary for you to do so in the performance of your duties or is required by law. Access to confidential information should be on a "need-to-know" basis and must be authorized by your supervisor. TFHE prohibits audio or video recordings in the workplace, during working hours, without authorization of the CEO due to privacy and confidentiality concerns and protections.

TFHE devotes significant time, energy, and expense to develop and acquire its trade secrets and confidential information. As an employee of TFHE 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 TFHE. An employee shall not, directly or indirectly, disclose or use any of the foregoing information other than for the sole benefit of TFHE, 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 TFHE during extended leaves of absence or upon termination of employment.

Although some written and electronic materials owned by TFHE may be considered to be public records, employees must refer any person seeking school records or information to Human Resources for handling.

Any breach of this policy will not be tolerated and may result in disciplinary or legal action.

H. CONFLICT OF INTEREST

While employed by TFHE, employees owe a duty of loyalty to TFHE 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 TFHE'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.

Failure to comply with this Conflict of Interest Policy may result in disciplinary action, up to and including termination.

1. Gifts

Improper personal gain may result not only where an employee or relative has a significant ownership interest in a company with which TFHE 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 TFHE. The receipt of occasional flowers, candy or gifts worth less than $250.00 from students, parents, 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 students, parents, or vendors.

2. Outside Activities

While TFHE does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with TFHE's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not 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.

The following describes the types of outside employment and/or activities that are strictly prohibited and may be cause for dismissal:

- Outside employment and/or activity that conflicts with an employee's work schedule, duties, and responsibilities at TFHE;
- Outside employment and/or activity that impairs or has a detrimental effect on the employee's work performance with TFHE;
- Outside employment and/or activity that requires the employee to conduct work or related activities on TFHE's property during the employer's working hours or using TFHE's facilities and/or equipment; and
- Outside employment and/or activity that directly or indirectly competes with the business or the interests of TFHE.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the human resources office explaining the details of the additional employment. If the additional employment is authorized, TFHE assumes no responsibility for it. Employees may not use TFHE's name, logo, supplies, equipment, or other property in connection with any outside activities. TFHE shall not provide worker's compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time. Staff working at LCPA, LVLA and RCLA may obtain a request form from Human Resources.

3. Personal and Familial Relationships

Employees have an obligation to place TFHE's interests before their own and to exercise good judgment on behalf of TFHE. Personal involvement with a competitor, customer, vendor, supplier, or subordinate employee of TFHE, which impairs an employee's ability to exercise good judgment on behalf of TFHE, 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, TFHE will take appropriate corrective action according to the circumstances, up to and including termination.

Relatives of employees may be eligible for employment with TFHE 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, TFHE will take action to eliminate the conflict, including possibly requiring one or both employees to accept a transfer to another position or to resign.

I. PROPERTY

1. Employer Property

Filing cabinets, desks, computers, and storage areas are TFHE property and must be maintained according to TFHE rules and regulations. They must be kept clean and are to be used only for work-related purposes. TFHE reserves the right to inspect all TFHE property without notice to the employee and at any time, not necessarily in the employee's presence. Employees do not have any expectation of personal privacy in any TFHE property. Employees are expected to use reasonable care when using TFHE fax machines, copy machines, computers, telephones, any other office equipment and TFHE property, and to use such property only for work-related purposes.

All TFHE-owned property, including keys, identification badges, credit cards, computers, cell phones, etc., must be returned immediately upon termination of employment and may need to be returned during any extended leave of absence.

2. Employee Property

An employee's personal property, including but not limited to packages, purses, and backpacks, may be inspected upon reasonable suspicion of unauthorized possession of TFHE property. Please do not bring valuables to work and leave unattended or unsecured. TFHE is not responsible for loss or damage to personal items at work.

Terminated employees shall remove any personal items at the time they leave TFHE. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

3. Personal Off-Duty Use of Facilities

Employees are expressly prohibited from using TFHE facilities, TFHE property, or TFHE equipment for personal off-duty use.

J. USE OF TECHNOLOGY

1. Purpose

This policy shall outline the responsibilities, requirements and other restrictions that govern use of and access to Foundation Technology.

2. Definitions

For purposes of this policy, the following definitions shall apply:

- "Foundation Technology" shall mean any computers, electronic devices, systems, software or network owned, operated or provided by TFHE, including but not limited to servers, desktop and laptop computers, chromebooks, mobile phones, smartphone devices, IP telephony devices, devices that provide internet and/or network connectivity,

e-mail and messaging systems and accounts owned or operated by or on behalf of TFHE, web pages published on TFHE's web servers and/or under its domain and any other personal communications devices or software that run on any of the above. For purposes of this definition, a network is a collection or collections of computers, electronic devices, systems and/or software that are interconnected by communications systems to facilitate sharing of information, data and/or electronic resources or to otherwise communicate electronically with others.

- "Authorized User" shall mean staff, teachers, and/or other individuals who the CEO or designee has explicitly authorized to use or access Foundation Technology for professional, educational and/or other uses that further TFHE's interests.

3. Applicability

Employee acknowledges this policy and related procedures and is subject to its terms by using or accessing Foundation Technology. All TFHE employees are subject to this policy and related procedures.

4. Acceptable Use

Only Authorized Users may use or access Foundation Technology. Employees are expected to use or access Foundation Technology for professional, educational or other uses that further TFHE's interests, which include but are not limited to research, professional communications and other administrative and educationally relevant activities. Employees are also expected to maintain the highest standards of ethical behavior and to assume personal responsibility for their use. Other uses (including personal uses) must be minimal and must not interfere with the purposes of this policy or TFHE's interests. In addition to complying with this policy, Authorized Users must comply with State and Federal laws and regulations, any procedures implementing this policy and the terms of any other related policies and procedures.

5. Prohibited Use

Authorized Users are prohibited from using Foundation Technology for any unauthorized or unlawful purpose, including, but not limited to, the following:

- Creating or transmitting content that would be discriminatory, harassing, or obscene, or for any other purpose that is illegal, against TFHE policy, or not in the best interest of TFHE at any time.

- Installing personal software.

- Accessing the electronic communications of other employees or third parties unless directed to do so by the CEO.

- 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.

- Uploading, downloading or copying software or other material without the prior written authorization of the CEO.

- Altering, copying, transmitting or removing TFHE information, proprietary software, or other files without proper authorization from the CEO.

- Installing or using anonymous e-mail transmission programs or encryption of e-mail communications, except as specifically authorized by the CFO.

Personal phone calls and other avenues of communication, both incoming and outgoing, are discouraged by TFHE. We recognize that there may be limited occasions when personal calls or other forms of communication must be made or received during business hours. However, such calls must be held to a minimum and not interfere with the employee's work. TFHE will not pay for personal long-distance calls. Employees must use a calling card or other means to pay for these calls.

6. No Right to Use

Use of Foundation Technology is a privilege, not a right, and is intended only for conducting TFHE business. To protect the integrity of Foundation Technology and the users thereof against unauthorized or improper use of these systems, TFHE reserves the right, without notice, to limit or restrict any individual's use, and to inspect, copy, remove, or delete any unauthorized use of Foundation Technology upon authorization of the CEO or his or her designee. TFHE also reserves the right periodically to monitor the use of Foundation Technology and to access users' accounts for that purpose or any other business-related purpose upon authorization of the CEO or his or her designee.

Materials created by staff members in or related to the performance of their employment duties, including materials created on Foundation Technology, are property of TFHE. TFHE retains the right to review, edit and/or delete any material posted on Foundation Technology, including TFHE's web servers or web pages, or posted on behalf of TFHE on other web servers or web pages at any time.

7. No Expectation of Privacy

Employees have no expectation of confidentiality or privacy with respect to any communication or access made though Foundation Technology, regardless of whether that use is for Foundation-related or personal purposes, other than as specifically provided by law. TFHE may, without prior notice or consent, log, supervise, access, view, monitor and record use or access of Foundation Technology (including reviewing files and other materials) at any time for any reason related to the operation of TFHE and/or for any purpose that furthers the interests of TFHE. By using or accessing Foundation Technology, users agree to such access, monitoring and/or recording of their use.

8. Internet Safety and Protection

TFHE installs and operates filtering software on Foundation Technology to limit users' Internet access to materials that are obscene, pornographic, or harmful to children, or other inappropriate material as required by the Children's Internet Protection Act. TFHE does not and cannot guarantee the efficacy of such software. It may block access to legitimate materials and may fail to successfully block access to all inappropriate material.

TFHE's use of such software does not absolve users of the responsibility not to access inappropriate materials or to otherwise abide by State and Federal laws and regulations and the terms of any related policies and procedures.

9. Responsibility for Use and/or Misuse

No Warranties – TFHE is not responsible for any information that may be lost or damaged (including being rendered unavailable) by use or access of Foundation Technology or any material or services accessed and/or transmitted thereby or thereon, including via the Internet and e-mail. TFHE specifically denies any liability or responsibility for transmissions or other communications made by any user of Foundation Technology.

User Responsibility – Employees must maintain the confidentiality of any username(s) and/or password(s) provided to access Foundation Technology and are responsible for all actions taken under those username(s) and/or password(s).

10. Enforcement

Where the CEO or designee determines that an Authorized User has violated this policy or related procedures, any other relevant Foundation policy or procedure, and/or State or Federal law, he or she may revoke or suspend the Authorized User's access rights. All users, whether authorized or unauthorized, may also be subject to criminal liability and/or civil liability to the extent authorized by law, as well as disciplinary action up to and including suspension and dismissal.

K. USE OF THE CREDIT CARDS

Employees are not permitted to use a TFHE credit card except as expressly authorized by the President or CFO in writing and subject to TFHE's accounting policies and procedures. Any such authorized employees must first sign TFHE's Credit Card Agreement Form.

L. REIMBURSEMENT OF QUALIFIED AND PRE-APPROVED EXPENSES

To be a qualified expense, it must be reasonable and serve the best interest of TFHE. All expenses must have be qualified and pre-approved prior to being incurred. Reimbursement requests for these expenses must be submitted within 45 days of the date they are incurred, with original receipts. Expense request and reimbursement forms may be obtained from the school site Office Manager. Employees of TFHE not based at a school site should see their supervisor.

M. 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.

N. SOCIAL MEDIA POLICY

1. Scope

In light of the explosive growth and popularity of social media technology in today's society, TFHE 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 TFHE; (2) engage in social media activities during working hours; (3) use TFHE equipment or resources while engaging in social media activities; (4) use your TFHE e-mail address to make a post to a social media platform; (5) post in a manner that reveals your affiliation with TFHE; (6) interact with TFHE students or parents/guardians of TFHE students (regarding TFHE-related business) on the internet and on social media sites; (7) create or use a TFHE-affiliated social media account; or (8) create a social media classroom 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, including, but not limited to, Facebook, Twitter, Pinterest, LinkedIn, YouTube, and Instagram, as well as related web-based media, such as blogs, wikis, and any other form of user-generated media or web-based discussion forums.

This policy is intended to supplement, not replace, TFHE' other policies, rules, and standards of conduct. For example, TFHE policies on confidentiality, use of TFHE 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 TFHE policies whenever your social media activities may involve or implicate TFHE in any way, including, but not limited to, the policies contained in this Handbook.

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 TFHE 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 TFHE' 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 TFHE.

- Do not post confidential information (as defined in this Manual) about TFHE, 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.

- You may not engage in social media activities during working hours. Do not use your TFHE e-mail address to register on social media websites, blogs, or other online tools utilized for personal use.

- Be knowledgeable about and comply with TFHE's background check procedures. Do not "research" job candidates on the internet or social media websites without prior approval from Human Resources.

- Be knowledgeable about and comply with TFHE's reference policy. Do not provide employment references for current or former employees, regardless of the substance of such comments, without prior approval from Human Resources.

- Always be fair and courteous to fellow employees, students, parents, vendors, customers, suppliers, or other people who work on behalf of TFHE. 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 TFHE, or that might constitute harassment or bullying.

- Make sure you are always 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 TFHE, fellow employees, students, parents, vendors, customers, suppliers, people working on behalf of TFHE, or competitors.

- Express only your personal opinions. Never represent yourself as a spokesperson for TFHE unless authorized to do so. If you publish social media content that may be related to your work or subjects associated with TFHE, make it clear that you are not speaking on behalf of TFHE and that your views do not represent those of TFHE, fellow employees, students, parents, vendors, customers, suppliers, or other people working on behalf of TFHE. 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 TFHE."

- Never be false or misleading with respect to your professional credentials.

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 TFHE. Employees are only permitted to communicate and connect with students' parents or guardians regarding TFHE-related matters on social media that is owned and operated by TFHE. All communications with parents or guardians regarding TFHE-related matters on non-TFHE or personal social media may result in disciplinary action, up to and including termination. Any communication whatsoever with students on non-TFHE or personal social media may result in disciplinary action, up to and including termination.

The Chief Executive Officer is responsible for approving the creation of TFHE social media. The site principals are responsible for monitoring their sites' social media accounts for inappropriate and unprofessional content, and maintaining the social media account information (including, but not limited to, username and password). TFHE owns, operates, and controls all TFHE-affiliated social media accounts. TFHE 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 TFHE in compliance with this policy, employees must adhere to the following procedures:

- Request and obtain permission to create TFHE social media from the Chief Executive Officer.

- The principal, assistant principal/dean and the office manager will work together to ensure safekeeping of usernames and passwords.

Any social media created and/or used in violation of this policy may result in disciplinary action, up to and including termination.

4. Access

Employees are reminded that TFHE' 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 TFHE. All communications and information transmitted by, received from, or stored in these systems are TFHE records.

As a result, TFHE may, and does, monitor its employees' use of these electronic communication systems, including for social media activities, from time to time. TFHE may monitor such activities randomly, periodically, and/or in situations when there is reason to believe that someone associated with TFHE has engaged in a violation of this, or any other, TFHE policy. As a result, employees do not have a reasonable expectation of privacy in their use of or access to TFHE's various electronic communications systems.

5. Discipline

Any violation of this Social Media Policy may result in disciplinary action, up to and including immediate termination.

6. Retaliation Is Prohibited

TFHE 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.

7. Questions

Social media is in a state of constant evolution, and TFHE recognizes that there will likely be events or issues that are not addressed in these guidelines. Thus, each employee is responsible for using good judgment and seeking guidance, clarification, or authorization before engaging in social media activities that may implicate this policy. In the event you have any questions about whether a particular social media activity may involve or implicate TFHE, or may violate this policy, please contact Human Resources.

O. CYBER SECURITY RECOMMENDATIONS FOR TELECOMMUTING

Technological security risks are a major concern when allowing an employee to work outside of the normal office space. Protecting the privacy and integrity of data and networks is a high priority when employees are working outside of the office. Below are some recommendations when considering telecommute options:

Using Free WiFi
Working remotely with a properly updated and secure Wi-Fi system is more secure than going to a place that offers free WiFi, like a local coffee shop or restaurant. Treat free Wi-Fi like someone is looking over your shoulder, knowing every single thing you type and what you click. If you must work elsewhere, consider using your smartphone to create a mobile hot spot.

Be Alert for Hackers and Scammers Trying to Take Advantage of Increased Telecommuting
All telecommuters are a potential target for hackers and scams. Never click on links or open attachments unless you confirm the identity of the sender.

P. TEMPORARY REMOTE WORK POLICIES

Due to the nature of The Foundation for Hispanic Education operations, employees are typically expected to report to their assigned work site as scheduled during regular operations. In light of recent events surrounding the COVID-19 global pandemic, TFHE may have to modify its operations. In such instances, employees may be permitted or required to work from home on a temporary basis. Because TFHE provides an essential service, it may require an employee to work on site as necessary for The Foundation for Hispanic Education and/or Schools operations during any remote work period.

- Eligibility

In order for employees to be eligible to work remotely and on a temporary basis, the employee must have advanced specific written authorization from their supervisor due to modifications to operations due to COVID-19.

- Conditions of Remote Work

The conditions of remote work include, but are not limited to the following:

- Availability: As a condition to working on a remote basis, the employee must be available for contact via telephone and email and perform work during their normal scheduled hours. Unless expressly authorized by their supervisor, non-exempt employees do not have permission to work

at any time outside of their scheduled hours. If an employee will not be available for work during their normal hours, the employee must notify and obtain advanced approval from their supervisor.

- Timekeeping Requirements: Non-exempt employees working remotely must comply with The Foundation for Hispanic Education's timekeeping and meal and rest period policies while working remotely. Specifically, employees must accurately record all hours worked remotely in Paycom's timekeeping system. This means employees must record all times the employee begins, stops, or resumes working remotely. Non-exempt employees are also required to take a meal period while working remotely in accordance with The Foundation for Hispanic Education policies and must accurately record the start and stop times of each meal period. Employees are not required to record the times of any rest periods. If an employee forgets to record any hours worked or the start and stop times of meal periods or experiences any issues with taking required meal or rest periods, the employee must immediately report these issues to his or her supervisor.

- Compliance With The Foundation for Hispanic Education Policies (TFHE): Employees must comply with all TFHE policies and procedures while working remotely, including, but not limited to, all policies and procedures governing Employee's use of TFHE's electronic communications and computer systems and Confidential Information, including but not limited to student information.

- Leave of Absence. Employees must request and obtain written approval for any leave taken in the same manner as though the employee were not working remotely.

- Security Measures. Employees must continue to follow approved safeguards in order to protect the data, property, records and assets of TFHE. All work product done at the home work area will be treated in the same manner as work product from TFHE's primary location and is the property of TFHE. All records, computer files, and correspondence must be safeguarded for return to TFHE's primary location. Computer files must be regularly backed up and saved. All TFHE property, unless otherwise specifically authorized by a supervisor, must be returned to TFHE's primary location upon the employee's conclusion of the remote work period.

- Travel. Employees must remain available to be physically present at the work site as needed by TFHE operations. Employees may not work remotely from other states or locations which prevent physical presence without written permission.

An employee's ability to work remotely remain at the sole and absolute discretion of TFHE. As with all of its policies and procedures, TFHE reserves the right to modify, alter, or otherwise amend this policy at its sole and absolute discretion.

IX. SAFETY

A. DRUG AND ALCOHOL POLICY

TFHE is concerned about the use of alcohol, illegal drugs, or controlled substances as it affects the workplace. Possession of these substances on the job can constitute a potential danger to the welfare and

safety of other employees and exposes TFHE to the risks of property loss or damage, or injury to other persons.

TFHE will not tolerate any drug or alcohol related conduct that imperils the health and well-being of our employees or students. Behavior by employees on TFHE property, during the workday (including meals and rest periods), or while officially representing TFHE or the schools, that violates TFHE policy includes:

- Possession, distribution, sale, purchase or use of alcohol, illegal drugs or drug paraphernalia;
- Being or driving under the influence of alcohol, illegal drugs or controlled substances that impair driving ability or the ability to perform one's job duties;
- Storing alcohol, illegal drugs, or drug paraphernalia in a locker, desk, automobile, or other repository on TFHE's premises;
- Failing to adhere to the requirements of any drug or alcohol treatment or counseling program in which the employee is enrolled pursuant to a performance improvement plan;
- Conviction under any criminal drug statute for a violation occurring in the workplace; and
- Failure to keep all prescribed medicine in its original container, which identifies the drug, date of prescription, and the prescribing doctor.

Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well-being of others, must notify a supervisor of such use immediately before starting or resuming work.

TFHE will encourage and reasonably accommodate employees with alcohol or drug dependencies to seek treatment and/or rehabilitation. Employees desiring such assistance should request a treatment or rehabilitation leave. TFHE is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug or alcohol use, nor is TFHE obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency problem, will not automatically be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect TFHE's treatment of employees who violate the regulations described previously and 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 must meet all established standards of conduct and job performance. Rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

Violation of this policy will not be tolerated. TFHE also may bring the matter to the attention of appropriate law enforcement authorities.

B. SMOKING

No smoking is allowed where underage students meet. All TFHE buildings and facilities are non-smoking facilities. This includes nicotine and non-nicotine cigarettes including (herbal cigarettes) as well as e-

cigarettes, and vaping. Smoking is prohibited within 20 feet of a school building and within 25 feet of a school playground. Smoking is not permitted in any TFHE office or work area or anywhere on the LCPA, LVLA or RCLA campus. Violation of this policy will result in discipline up to and including termination.

C. EMPLOYEES REQUIRED TO DRIVE

Employees who are required to drive a Foundation vehicle or their own vehicle on TFHE's business will be required to show proof of current valid driving licenses and current effective insurance coverage before the first day of employment. TFHE's liability insurance applies on a secondary basis if the underlying personal auto insurance is insufficient. In no event does TFHE's automobile liability insurance coverage pay for damage to the employee's vehicle. Insuring your vehicle against collision damage is recommended for your protection.

TFHE retains the right to transfer to an alternative position, suspend, or terminate an employee whose license is revoked, or who fails to maintain personal automobile insurance coverage or who is uninsurable under TFHE's policy.

Employees who use their own automobiles for travel on authorized TFHE or school business will be reimbursed for mileage at the rate established by the Internal Revenue Services. Employee must have prior supervisory approval for the use of a personal vehicle and must carry, at their own expense, the minimum insurance coverage for property damage and public liability.

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 who are designated to drive the TFHE 10-passenger van must complete the appropriate paperwork and file it with the DMV. Please contact Human Resources for further information.

D. PARKING

Employees may park their vehicles in designated areas if space permits. If space is unavailable, employees must park in permissible public areas in the vicinity of TFHE property. Employees may not use parking areas specifically designated for customers, vendors, TFHE vehicles, or restricted areas. Employees are always encouraged not to leave valuables in their vehicles and to keep vehicles locked. TFHE is not responsible for any loss or damage to employee vehicles or contents while parked on TFHE property or in the course of conducting TFHE business.

E. WORKPLACE VIOLENCE

The safety and security of TFHE employees is of vital importance. Acts or threats of physical violence, including intimidation, harassment and/or coercion, which involve or affect TFHE, or which occur on TFHE property, will not be tolerated. This prohibition against threats and acts of violence applies to all persons involved in the operation of TFHE, including, but not limited to, TFHE personnel, contract and temporary workers and anyone else on TFHE property. Violations of this policy by any individual on TFHE property, by any individual acting as a representative of TFHE while off TFHE property, or by any individual acting

off of TFHE property when his or her actions affect TFHE's business interests will lead to disciplinary action up to and including termination and/or legal action as appropriate.

1. Workplace Violence Defined

Workplace violence includes, but is not limited to:

- Threatening or actual physical or aggressive contact or violent behavior directed toward another individual
- Other behavior that suggests a propensity toward violence, including belligerent speech, excessive arguing or swearing, and/or sabotage or threats of sabotage
- The intentional destruction or threat of destruction of TFHE property or another's property
- Harassing or threatening phone calls
- Stalking
- Bringing weapons or firearms of any kind onto TFHE property or while conducting TFHE business

Workplace violence does not refer to occasional comments of a socially acceptable nature, such as references to legitimate sporting activities, popular entertainment, or current events. Rather, it refers to behavior that a reasonable person would find to be threatening or intimidating.

2. Enforcement/Reporting

Any person who violates this policy on TFHE property may be removed from the premises as quickly and safely as possible, at TFHE's discretion, and may be required to remain off TFHE premises pending the outcome of an investigation of the incident. If TFHE determines that workplace violence has occurred, it will take appropriate corrective action and may impose disciplinary action, up to and including termination.

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 supervisor, Human Resources, or the CEO. Furthermore, employees should notify Human Resources or the CEO 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.

F. SECURITY

The security of our facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks. You should immediately notify your supervisor when unknown persons are acting in a suspicious manner in or around the facilities, or when keys or identification badges are missing. TFHE is not responsible for lost or stolen property.

Doors to all classrooms and maintenance areas shall be kept locked except while in use. Keys are not to be loaned out or left unattended at any time. Duplication of keys without authorization may result in disciplinary action, up to, and including termination.

G. HOUSEKEEPING

All employees are expected to keep their work areas clean and organized; when placing items in cubicles or desk areas, please do not situate anything that will be visible above the cubicle panels. Please do not eat or keep open food or drinks at desks, in classrooms, laboratories, the library or the atrium. Packaged or re-sealable food items may be kept inside desks or drawers. Please eat only in designated areas to help keep our building clean.

People using common areas such as eating areas, appliances, and restrooms are expected to keep them sanitary. Please clean up after meals and dispose of trash properly. Do not place containers of liquid in trash receptacles; please pour out liquid in sinks only; do not use drinking fountains for this purpose.

No candles, incense, or anything else may be burned or lit on fire at any time for any reason inside any building, as this is a fire hazard. The only exceptions are controlled experiments in the Science Labs.

H. ACCIDENT/INCIDENT REPORTING

It is the duty of every employee to immediately or as soon as it is practical report any accident or injury occurring during work or on TFHE premises so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes. **All accidents/incidents must be reported to immediate supervisor and the HR office.**

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by calling management. In addition, all employees should know the local emergency numbers such as 911.

I. EMERGENCY PROCEDURES

The TFHE office and TFHE office maintain an Emergency Manual and it is available to all employees.

J. RETURN TO WORK POLICY

To ensure the health and safety of our employees and students, TFHE will issue return to work protocols as may be required in accordance with applicable local, state or federal regulations and guidance. Please contact the Human Resources Department for specific instructions and return to work protocols.

Generally, however, all employees will be required to adhere to all established health and safety protocols and to practice good hygiene in the workplace, which includes the following:

- Washing your hands often with soap and water for 20 seconds;
- Washing your hands after blowing one's nose, coughing, or sneezing;
- Washing your hands after using the restroom;
- Washing your hands before eating or preparing food;
- Washing your hands before and after providing routine care for another person who needs assistance (e.g., a child); and

- Washing your hands immediately after removing gloves.

The Foundation for Hispanic Education will also take steps to ensure enhanced cleaning of classrooms, the main office and all other areas of the work premises. Common areas, for purposes of this policy, are defined as hallways, conference rooms, lunch areas, restrooms or anywhere else where an employee will be within six feet of another individual.

If an employee is sick, TFHE encourages the employee to remain at home until the employee is able to return to work. The employee should follow TFHE's sick leave policies for time off of work.

- Required Use of Masks

Protective masks must be worn to enter any of TFHE's premises. All employees walking around the campus or in the presence of any other employee or visitor, or who work in open spaces, will be required to wear a face mask. Masks are to be worn in the classroom, should students or others be present, as well as in all common areas at all times.

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

I acknowledge that I have received a copy of the Employee Manual. I have read and understand the contents of the Manual, and I agree to abide by its policies and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Manual. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Manual.

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

I understand that except for employment at-will status or applicable contract specifications, any and all policies or practices can be changed at any time by TFHE.

I understand that other than the Board of Trustees of TFHE or its designee(s), no person has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will. Any such agreement must be in writing and signed by Board President or his/her designee.

Employee Name: _____

Employee's Signature: _____Date: _____

Please sign/date, tear out, and return to the HR Office.

Addenda Form A
NON-EXEMPT EMPLOYEE MEAL PERIOD WAIVER AGREEMENT

Waiver of First Meal Period (Applicable only when workday is 6 hours or less)

- I understand that I am entitled to and acknowledge that The Foundation for Hispanic Education provides me with an uninterrupted, unpaid thirty-minute meal period whenever I work more than five hours in a workday. I also understand that my first meal period must start before the end of my fifth hour of work (i.e., 5 hours and 0 minutes on the clock).
- I wish to voluntarily waive my right to a thirty-minute meal period when my workday will be completed in six hours or less.
- I understand that I may revoke this agreement to waive my first thirty-minute meal period at any time, in writing, by providing written notice of revocation to my supervisor. As a result, I understand this waiver will remain in effect each workday unless and until I provide a written notice to my supervisor revoking this waiver.

Acknowledging the above, I hereby voluntarily waive my right to a thirty-minute meal period whenever my workday will be completed in six hours or less. If I wish revoke this waiver, I will notify my supervisor/HR immediately.

Second Meal Period (Applicable only when workday is more than 10 hours but not greater than 12 hours)

- I understand that I am entitled to and acknowledge that The Foundation for Hispanic Education provides me with a second, uninterrupted, unpaid thirty-minute meal period whenever I work more than ten hours in a workday. I also understand that my second meal period must start before the end of my tenth hour of work (i.e., 10 hours and 0 minutes on the clock).
- I wish to voluntarily waive my right to a second meal period when my workday will be completed in twelve hours or less, provided that I did not waive my first meal period on the same workday.
- I understand that I may revoke this agreement to waive my second meal period at any time, in writing, by providing written notice of revocation to my supervisor. As a result, I understand this waiver will remain in effect each workday unless and until I provide a written notice to my supervisor revoking this waiver.

Acknowledging the above, I hereby voluntarily waive my right to a second meal period whenever my workday will be completed in twelve hours or less and I did not waive my first meal period on the same workday. If I wish revoke this waiver, I will notify my supervisor immediately.

_____

Employee's Printed Name

_____ _____

Employee's Signature Date

Addenda Form B

NON-EXEMPT EMPLOYEE MEAL AND REST PERIOD REPORTING FORM

(ONE FORM FOR EACH APPLICABLE DAY)

Employee Name (Please Print): _____

Date:_____ Date/Time Issue Occurred: _____

Position:_____ Reported Issue(s)/Reason:

(CHECK ALL THAT APPLY AND PROVIDE THE CORRESPONDING REASON FOR THE LATE, SHORT OR MISSED MEAL PERIOD AND/OR MISSED REST PERIOD)

Meal Periods	**Reason for Missed, Late, Interrupted or Short Meal Period**		
☐Missed Meal Period	☐Voluntary	☐Involuntary	☐Other
☐Late Meal Period	☐Voluntary	☐Involuntary	☐Other
☐Interrupted Meal Period	☐Voluntary	☐Involuntary	☐Other
☐Short Meal Period	☐Voluntary	☐Involuntary	☐Other
Rest Periods			
☐Missed Rest Period	☐Voluntary	☐Involuntary	☐Other

Circle/Select Applicable Missed Rest Period: 1 2 3 4

**Voluntary: It was my own choice to refuse an authorized meal or rest period.

Involuntary: Through no choice of my own, I was not able to take a complete and proper meal or rest period. Please provide details of what happened below regarding your meal period and/or rest period:

_____

_____

_____

I understand that I am entitled to an uninterrupted, thirty-minute meal period whenever I work more than five hours in a workday and that my meal period must begin before the end of the fifth hour of work (unless, for workdays of six hours or less, I voluntarily waived my meal period). I understand that I am entitled to a second, uninterrupted thirty-minute meal period whenever I work more than ten hours in a workday and that my second meal period must begin before the end of the tenth hour of work. I also understand that I am authorized, permitted, and strongly encouraged to take a 10-minute (net) paid rest period for every 4 hours worked or major fraction thereof. If I voluntarily miss a meal or rest period or voluntarily experience a late, short, or interrupted meal period (e.g., it was my own choice to refuse an authorized meal or rest period), I understand that I am not entitled to one hour of premium pay for that meal or rest period. If I involuntarily miss a meal or rest period or involuntarily experience a late, short, or interrupted meal period (e.g., I wasn't allowed to take a proper meal or rest period), I understand that I am entitled to one hour of premium pay for that meal or rest period.

Employee Signature:_____ Date: _____

Supervisor's Signature: _____ Date: _____

FORM MUST BE SUBMITTED IMMEDIATELY AFTER THE APPLICABLE MEAL OR REST PERIOD OCCURS TO SUPERVISOR AND HUMAN RESOURCES OFFICE.

ADDENDA FORM C
COVID-19 RELATED EMPLOYMENT LEAVE POLICIES

K. EMERGENCY PAID SICK LEAVE ("COVID-PSL")

1. Purpose

The Foundation for Hispanic Education enacted this policy in accordance with the Families First Coronavirus Response Act ("FFCRA") to provide emergency paid sick leave ("COVID-PSL") to eligible employees.

2. Eligible Employees

All employees (including part-time and temporary employees) who work for The Foundation for Hispanic Education are eligible to use COVID-PSL beginning on the first day of employment as set forth in this policy.

3. Definitions

For purposes of this policy, the following definitions are incorporated:

"Caring for an individual" relates to the care for an employee's immediate family member, a person who regularly resides in the employee's home, or a similar person with whom the employee has a relationship that creates an expectation that the employee would care for the person if he or she were quarantined or self-quarantined.

"Health care provider" means a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or any other health care provider as authorized by statute.

"Seeking a medical diagnosis" for COVID-19 is limited to time the employee is unable to work or telework because the employee is experiencing symptoms such as a fever, dry cough, shortness of breath or any other symptoms identified by the U.S. Centers for Disease Control and Prevention and the employee is taking affirmative steps to obtain a medical diagnosis, such as making, waiting for, or attending an appointment for a test for COVID-19.

The definitions of "childcare provider," "school," and "son or daughter" are the same as those set forth in The Foundation for Hispanic Education's E-FMLA policy below.

4. Permitted Use

Eligible employees may use COVID-PSL to take paid time off if an employee is unable to work (or telework) due to any of the six qualifying reasons set forth below:

I. The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID–19.

II. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID–19. This includes situations in which the employee has been

advised to self-quarantine because the employee has COVID-19, it is believed the employee may have COVID-19 due to known exposure or symptoms or the employee is deemed particularly vulnerable to COVID-19.

III. The employee is experiencing symptoms of COVID–19 and seeking a medical diagnosis.

IV. The employee is caring for an individual who is subject to an order as described in subparagraph (1) or has been advised as described in subparagraph (2).

V. The employee is caring for a son or daughter of such employee if the school or place of care of the son or daughter has been closed, or the child care provider of such son or daughter is unavailable, due to COVID–19 precautions. This may be taken if no other suitable person is available to care for the child during the period of the leave.

VI. The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

5. Hours of Paid Leave Received

Full-time employees are entitled to 80 hours of COVID-PSL.

Part-time employees are entitled to the number of hours they work on average over a two-week period. For those with varying schedules, The Foundation for Hispanic Education will determine the number of hours, which generally includes a backward-looking calculation of hours worked in the previous six months.

6. Caps on Amount of Paid Leave Received

For qualifying reasons 1-3, the employee will receive their regular rate of pay up to $511 daily and an aggregate total of $5,110. For qualifying reasons 4-6, the employee will receive their regular rate of pay at two-thirds of pay, up to a daily maximum of $200 daily and an aggregate total of $2,000.

7. Limits on Use

COVID-PSL is only available for use while qualifying reasons exist or through December 31, 2020, whichever is earlier. If an otherwise eligible employee received COVID-PSL from a prior employer, the employee may not be entitled to COVID-PSL under this policy.

8. Use of Paid Benefits

Employees may elect to use other accrued unused The Foundation for Hispanic Education paid leave benefits pursuant to those applicable policies before using COVID-PSL, although employees are not required to do so. If The Foundation for Hispanic Education and the employee agree, employee's accrued unused paid benefits through applicable The Foundation for Hispanic Education's policies may supplement the amount the employee receives under COVID-PSL up to the full amount of the employee's regular compensation for time taken off under this policy.

9. Maintenance of Health Benefits

The Foundation for Hispanic Education will provide continued coverage under The Foundation for Hispanic Education's group health plan if employee participates in the group health plan at the time leave is taken. The employee is responsible for paying the same portion of the premium costs the employee paid prior to COVID-PSL. Unless otherwise noted, the employee's portion of contributions will be deducted from the employee's pay.

10. Notification

The employee must completely fill out and submit a FFCRA Employee of Absence Request Certification and provide reasonable advance notification of the need to use COVID-PSL, if foreseeable. Additional documentation supporting the need for leave may be requested. If the need to use COVID-PSL is not foreseeable, the employee must submit the FFCRA Employee of Absence Request Certification as soon as practicable. However, paid leave may not be provided until the requested certification is submitted and approved. If you need assistance in completing or submitting your form, please contact the Human Resources Department.

11. Termination

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

12. No Discrimination or Retaliation

The Foundation for Hispanic Education prohibits discrimination or retaliation against employees for using their COVID-PSL.

This COVID-PSL policy may be modified, altered, or otherwise amended or deleted in The Foundation for Hispanic Education's sole and absolute discretion.

EMERGENCY FAMILY AND MEDICAL LEAVE EXPANSION ACT ("E-FMLA")

1. Purpose

The Foundation for Hispanic Education enacted this policy in accordance with the Families First Coronavirus Response Act ("FFCRA") to provide paid time off to eligible employees for qualifying childcare reasons.

2. Eligible Employees

All employees (including part-time and temporary employees) who work for The Foundation for Hispanic Education for a minimum of 30 days are eligible to use E-FMLA as set forth in this policy.

3. Definitions

For purposes of this policy, the following definitions are incorporated:

"Child care provider" means a provider who receives compensation for providing child care services on a regular basis, including an 'eligible child care provider' (as defined in section 658P of the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858n).

"Public health emergency" means an emergency with respect to COVID-19 declared by a Federal, State, or local authority.

"School" means an 'elementary school' or 'secondary school' as such terms are defined in section 8101 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 7801).

"Son or Daughter" is the employee's own child, which includes a biological, adopted, foster child, stepchild, a legal ward, or a child for whom you are standing in loco parentis who is under the age of 18 years of age; or 18 years or older who is incapable of self-care because of a mental or physical disability.

4. Permitted Use

Eligible employees may use E-FMLA if they are unable to work (or telework) due to a need for leave to care for their son or daughter if their child's school or place of care has been closed, or the child care provider of such son or daughter is unavailable, due to a public health emergency. This may be taken if no other suitable person is available to care for the child during the period of the leave.

5. Paid Leave Received

Employees are entitled to up to twelve weeks of time off under E-FMLA. The first two weeks are unpaid but may be paid if the employee elects to use COVID-PSL or other applicable The Foundation for Hispanic Education paid benefits during this time. The remaining ten weeks are paid at two-thirds of the employee's regular rate of pay, up to a daily maximum of $200 and an aggregate total of $10,000. The amount paid is also based on the number of hours the employee would otherwise normally be scheduled to work.

Part-time employees are entitled to the number of hours they work on average over a two-week period. For those with varying schedules, The Foundation for Hispanic Education will determine the number of hours, which generally includes a backward-looking calculation of hours worked in the previous six months.

6. Limits on Use

E-FMLA is only available for use while qualifying reasons exist or through December 31, 2020, whichever is earlier. Please also note that any time off for FMLA reasons during the relevant period will count against remaining availability of E-FMLA. For instance, if an employee took three weeks of FMLA during the relevant time period, the employee will have nine weeks available under E-FMLA for use. In this example, the first two weeks of the available nine weeks would be unpaid and the remaining seven weeks would be paid in accordance with the above calculations.

7. Intermittent Leave

If The Foundation for Hispanic Education and the Employee agree, an employee who needs time off for E-FMLA, may take time off intermittently.

8. Use of Paid Benefits

After the first two workweeks (10 workdays), employees may elect to use, or The Foundation for Hispanic Education may require the use of, other applicable accrued unused paid leave benefits concurrently with E-FMLA. If The Foundation for Hispanic Education and the employee agree, employee's accrued unused paid leave benefits through The Foundation for Hispanic Education may supplement the employee's two-thirds pay pursuant to E-FMLA up to the full amount of the employee's regular compensation for time taken off under this policy.

9. Maintenance of Health Benefits

The Foundation for Hispanic Education will provide continued coverage under The Foundation for Hispanic Education's group health plan if the employee participates in the group health plan at the time leave is taken. The employee is responsible for paying the same portion of the premium costs the employee paid prior E-FMLA. Unless otherwise noted, the employee's contribution portion will be deducted from the employee's pay. The Foundation for Hispanic Education will provide instructions to employees as their payment for benefit contributions during any unpaid time off under E-FMLA.

10. Notification

The employee must completely fill out and submit an E-FMLA Request for Leave of Absence Form and provide reasonable advance notification of the need to use E-FMLA, if foreseeable. Documentation from the employee's school or childcare provider regarding the closure or unavailability must be submitted with the E-FMLA Request for Leave of Absence Form.

If the need to use E-FMLA is not foreseeable, the employee must submit the E-FMLA Request for Leave of Absence Form as soon as practicable. However, paid leave may not be provided until the requested certification is submitted and approved. If you need assistance in completing or submitting your form, please contact the Human Resources Office.

11. Termination

Employees will not receive pay in lieu of unused E-FMLA. Unused E-FMLA will not be paid out upon termination of employment.

13. Restoration to Position

Generally, an employee who takes E-FMLA leave shall be entitled, upon return from such leave, to be restored either (A) to the position of employment held by the employee when the leave commenced; or (B) to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. In accordance with applicable law, restoration to a position may not be possible if certain conditions exist which include, but are not limited to, economic conditions or other changes in operating conditions of The Foundation for Hispanic Education that affect employment and are caused by a public health emergency.

14. No Discrimination or Retaliation

The Foundation for Hispanic Education prohibits discrimination or retaliation against employees for requesting or using E-FMLA.

15. Other

Please note that under certain circumstances, The Foundation for Hispanic Education may be exempt from the requirements of E-FMLA. In addition, employees may be eligible for time off under The Foundation for Hispanic Education's FMLA policy if the employee has a serious health condition related to COVID-19, or to care for the employee's spouse, son, daughter or parent with a serious health condition related to COVID-19.

Other terms and conditions of FMLA may apply to this leave. Please see the Human Resources Department for additional information.

This E-FMLA policy may be modified, altered, or otherwise amended or deleted in The Foundation for Hispanic Education's sole and absolute discretion.

Latino College Preparatory Academy (LCPA)
Charter Petition Renewal

Appendix 23: TFHE Employee Manual

Comprehensive School Safety Plan

2019-2020
School Year

School: Latino College Preparatory Academy

CDS Code: 43694274330668

District: East Side Union High School District

Address: 14271 Story Rd.
San Jose, CA 95127

Date of Adoption: 08/01/18

Date of Update:

Date of Review:

- **with Staff**
- **with Law Enforcement**
- **with Fire Authority**

Approved by:

Name	Title	Signature	Date
Patricia Uribe	President, School Site Council		
Melissa Aguilar	UFE President/ Teacher Lead		
Jairy Herrera	Freshme		
Roberto Palomo	Assistant Director		
Mark Taylor	School Liaison Officer, SJPD		
Berenice Rubio	Parent Coordinator		
Jesus Rios	Director		

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Comprehensive School Safety Plan Purpose

Effective January 1, 2019, Assembly Bill 1747 (Rodriguez), School Safety Plans, became law. This bill requires that during the writing and development of the comprehensive school safety plan (CSSP), the school site council or safety committee consult with a fire department and other first responder entities in addition to currently required entities. It requires the CSSP and any updates made to the plan to be shared with the law enforcement agency, the fire department, and the other first responder entities.

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB 115. It is the intent ofthe Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

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

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

Assessment of school crime committed on school campuses and at school-related functions

- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

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

A copy of the Comprehensive School Safety Plan is available for review at 14271 Story Road, San Jose, Ca 95127 LCPA Main Office.

Safety Plan Vision

Foundation and Parent Responsibilities for Students

FOUNDATION RESPONSIBILITY

If the Chief Academic Officer declares a foundation emergency during the school day, the following procedures will be followed:

IN CASE OF A DECLARED EMERGENCY BY THE Chief Academic Officer DURING SCHOOL HOURS, ALL STUDENTS WILL BE REQUIRED TO REMAIN AT SCHOOL OR AT AN ALTERNATE SAFE SITE UNDER THE SUPERVISION OF THE SCHOOL DIRECTOR OR OTHER PERSONNEL ASSIGNED BY THE DIRECTOR.

1. Until regular dismissal time and released only then if it is considered safe,

OR

2. Until released to an adult authorized by the parent or legal guardian whose name appears on district records.

a. If students are on their way to school, they will be brought to school if bussed, or they should proceed to school if walking.
b. If students are on their way home from school, they are to continue home.

During a Declared Emergency, those students who have not been picked up by their parents or other authorized person may be taken by foundation personnel to another site where consolidated care facilities can be provided. This information will be given to the media stations and posted at the site to keep parents informed.

PARENT RESPONSIBILITIES

Parents and legal guardians of students will be provided with a Student Health/Emergency Form each year. In case of a Declared Emergency, students will be released ONLY to persons designated on this form. Parents are responsible for ensuring that information on the Student Health/Enrollment Form is current at all times.

Parents are asked to share with the schools the responsibility for informing students of what theyshould do in case of a severe earthquake or other major emergency. Parents need to give specific directions to each student to follow the policy outlined above and to follow the directions of school personnel.

School authorities will do everything possible to care for each student while he/she is under foundation supervision.

It is critical that students do not have directions from parents that are contrary to the foundation's stated policy on retention at school and authorized release in case of a severe emergency.

Components of the Comprehensive School Safety Plan (EC 32281)

Latino College Preparatory Academy Safety Committee
Emergency Drills Protocol

Drills may be unannounced, so please be prepared to respond at any moment.

Earthquake Drill: DURING AN EARTHQUAKE

In the Event of an Earthquake

Tremors and shaking of the ground are the signals of an earthquake. The initial shock may last

from just a few moments to several minutes duration. Emergency action to be taken when children

are inside the building is:

When inside a building, stay inside.

1. Drop, Cover and Hold. Drop to the floor on your knees and make the body as small as possible. Cover yourself under a desk, table or bench, in a hall, or stand against an inside wall. You should be facing away from: windows; doors; glass; skylights; brick or rock-faced walls; large moveable objects, such as bookcases; or outside doors and walls. With one arm, hold on to a desk leg so that it will protect your head and neck and so that it will not move away from covering you. Rest your head on one arm and place your other arm over the base of the head and neck.

2. As soon as the ground stops shaking, proceed to the assembly areas in the same manner as for Evacuation Procedures.

When outdoors, stay outside.

1. Move away from buildings and overhead structures.

2. Drop to the ground on your knees and make the body as small as possible. Face position away from: buildings, power poles and lines, trees or other overhead hazards, roads and streets, as cars may go out of control.

Cover as much skin surface as possible, close your eyes, and cover your ears. If you have a book or other similar object, place it over the base of your head and neck to protect you from flying debris.

3. When the ground stops shaking, proceed to the assembly areas in the same manner as for Evacuation Procedures.

Walking to or from school facilities:

If students are walking to or from school when an earthquake occurs, they should stay away from

all buildings, trees, exposed wires, or other hazards that may fall. The safest place is in the open.

Students should assume “drop, cover, and hold” position until the quake is over. After the

earthquake, if on the way to school facilities, continue to school. If on the way home, continue home.

Teacher responsibilities during the evacuation:

The teacher may render immediate first aid if necessary. Students with major injuries and are unable to move are to remain in the classroom. Search & rescue team members or first responders will remove injured students/staff. Students with minor injuries are to be moved out of the classroom with the class.

1. Teachers, lead students out of the room and on the way to the evacuation point, be aware of and looking for blockage and dangers such as fallen trees or electrical wires.

2. If primary route is blocked, check alternate route. Do not walk under covered walkways unless absolutely necessary.

3. If both routes are blocked do not risk injury to yourself or students. Wait for help to arrive!

4. When evacuating classroom, take your emergency backpack, cell phone, and updated roster with you.

5. Door is to be left closed, but unlocked after evacuation.

Always DUCK, COVER, and HOLD when an earthquake occurs. Assess the situation and remain calm.

When alerted to evacuate; or have made a decision to evacuate, look for the safest route, take your

emergency backpack, and escort your students to the assembly area. Check the adjacent classroom(s)

and assist if necessary or evacuate the class(es). Wedge the door open if possible. Take the attendance

with the Emergency Attendance Form to the evacuation site and reconcile absent vs. missing. CJ Note:

Remove the next and add context about the attendance process. “display appropriate ‘alert card’ (Green

Card = all students accounted for, Red Card = missing students and/or need assistance) from the

emergency backpack.”

1. Anyone who is ‘injured but mobile’ should be escorted to the assembly area.

2. Anyone who is ‘severely injured and not mobile’ should be left for the search and rescue team or first responders.

3. Leave all ‘dead’ where they are.

Earthquake Tips

- If you're OUTDOORS, move to a clear area away from trees, signs, buildings, electrical wires, and poles.
- If you're on a SIDEWALK NEAR BUILDINGS, duck into a doorway to protect yourself from falling bricks, glass, plaster, and other debris.
- If you're in a WHEELCHAIR, stay in it. Move to cover, if possible, lock your wheels, and protect your head with your arms.
- If you're in a STADIUM OR THEATER, stay in your seat and protect your head with your arms. Do not try to leave until the shaking is over, then leave in a calm, orderly manner. Avoid rushing toward exits.

AFTER THE EARTHQUAKE, CHECKLIST

- Be prepared for aftershocks, and plan where you will take cover when they occur.
- Check for injuries. Give first aid, as necessary.
- Remain calm and reassure others.
- Avoid broken glass.
- Check for fire. Take appropriate actions and precautions.
- Check gas, water, and electric lines. If damaged, shut off service. If gas is leaking, don't use matches, flashlights, appliances, or electric switches. Open windows, leave building, and report to gas company.
- Replace all telephone receivers, and use for emergency calls only.
- Tune to the emergency broadcast station on radio or television. Listen for emergency bulletins.
- Stay out of damaged buildings.

FEMA RECOMMENDS DROP, COVER, AND HOLD ON

Response Level Diagram

Major Disaster Level 1: Major Disaster

On-scene incident

Commander(s) (multiple school sites)

EOC under

Command of EOC Director

_____

District EOC communicates

Fire Drill

Fire Procedures:

1. Any person discovering a fire will activate the fire alarm, call 911, and evacuate the area, close doors and windows to confine the fire, or extinguish it if possible. Take your Emergency Backpack and emergency folder when evacuating.

2. Check with your buddy teacher during an evacuation to ensure everyone is evacuating and assist or evacuate

In the Event of a Fire

Fires may occur at any time in almost any structure and usually are totally unexpected. The longer a fire is

undetected the more severe and dangerous it can become. A definite plan of action is needed for each

occupied area to ensure that the maximum effort is made to protect the occupants and the buildings

involved. The Site Director of each school shall develop a route of egress and an alternate route to be

used in case of fire. These route signs shall be posted in each occupied area in a conspicuous place,

preferably near the door to be used during the evacuation (place at student's eye level). Clearly identify

the primary escape route.

Fire extinguishers should be used only after notifying the Fire Department and only if feasible. Fire extinguishers are intended for small fires only. In addition, the user should make sure the fire extinguisher is of the proper type for the fire before using it.

General Fire Safety:

1. Ensure that all exits are clearly marked and free of clutter (this includes classroom exits).

2. Ensure the Location of all fire extinguishers and pull stations is indicated on the evacuation map posted in every classroom and office.

The Incident Commander is to be notified immediately.

3. Members of the Search Team or Incident Commander designees will report to the evacuation site before any students arrive. Team members will look for any suspicious objects or behavior (i.e. abandoned cars or objects in evacuation site) and report findings to the incident commander. In the event of a suspicious object, team member will redirect teachers and students to alternate evacuation site.

4. The Incident Commander will form a Command Post at the evacuation site.

a. Direct that the necessary agency contacts be made

b. Teachers will immediately take roll and report any missing students to the Search Team Coordinator - Ok to change to "Search & Rescue Team(s)" by using the card system.

5. The Search Team Coordinator will manage the reconciliation of all students and staff. The Office Manager/Associate is responsible for bringing the Visitor's Log and Early Dismissal Log (and any additional entry logs) to the evacuation site and reconciling attendance with these documents - he or she then disseminates a list of those missing to the Search & Rescue Team.

6. First aid is rendered as necessary.

7. Use fire extinguisher if appropriate. While attempting to extinguish the fire, the user should keep a free exit path to his/her back to prevent being trapped by the fire. If one extinguisher does not put out the fire, close off the area as best as possible, and exit the building immediately.

8. Access roads are kept open for emergency vehicles.

9. Incident Commander in consultation with first responders will determine if students and staff should be moved to another area and/or begin the early release procedures.

10. Students and staff will not return to the school building until fire department officials declare the area safe.

Passage and Aisle Widths:

A minimum of 36 inch free and clear passage width shall be maintained in all doorways and

aisles within each classroom and office. Equipment, furniture, or materials which reduce these

passage ways to less than 36 inches must be relocated.

Turning off the Fire Alarm System:

If for any reason it is determined that the fire alarm bell system must be silenced, a trained

member of the staff must maintain a watch at the systems panel to monitor for activations of the

systems detection devices. This person should have radio communications to other's who can:

sound an alert for evacuation if necessary; be dispatched to the area where the device has been

activated to verify a fire or emergency; and to ensure that they system is not silenced and forgotten.

When appropriate and directed by the Incident Commander, Emergency Response Team member may:

- Turn off the gas and electricity service.
- Direct emergency vehicles to the scene
- Make sure fire lanes are clear and gates are open.

IMPORTANT: ALL SEARCH AND RESCUE, FIRE FIGHTING, OR ANY OTHER ACTIVITIES WILL CEASE IF TOXIC OR HAZARDOUS MATERIALS ARE INVOLVED. ALL PERSONNEL ARE TO EVACUATE IMMEDIATELY.

Fire Near School:

Incident Commander will determine whether the students and staff should leave the premises, or

any further action should be implemented.

Burning Clothes:

If a student's or staff member's clothing catches fire, don't allow them to run! Smother the fire with

a blanket, coat, rug, curtain, or other heavy fabric material. If wrapping material is not available,

drop the victim to the ground and attempt to smother the fire by rolling the victim to the ground.

After the fire is out treat the victim for shock (lying down, feet raised, neck supported) and cover the

burned area with soaking wet cloth, sheet or blanket.

The object of a fire drill is to prepare students, staff and faculty for exiting their classrooms or

campus during a fire related emergency. The drills are conducted by the Administrations of Latino

College Preparatory Academy and Roberto Cruz Leadership Academy.

How to Report a Fire

If you discover a fire on campus, do the following: Pull the fire alarm and call 911

(Call 911 from your cell phone and not from the classroom phone)

1. Do not attempt to fight the fire with portable fire extinguishers or fire hoses unless the fire is small and you have been trained in their proper use. DO NOT PUT YOUR LIFE IN DANGER WHILE ATTEMPTING TO CONTROL A FIRE. When in doubt, evacuate.

2. Remain calm while talking to the 911 dispatcher. Be prepared to answer several questions as to location, size of fire, your name, number of persons in the building (if known) and any injuries. Remain on the line until the dispatcher is finished.

3. Meet fire or police personnel when they arrive to the campus. Stand by to answer any questions they may have concerning the fire. Once out of the classroom DO NOT RE-ENTER FOR ANY REASON, unless emergency personnel have given the "ALL CLEAR" signal.

Fire Exit Procedure

Below are the steps to follow when establishing and participating in fire drills or emergencies:

1. The fire exit plan shall include everybody in the classroom/building. There are no excuses for not participating. Everyone must leave the classroom/ building during a drill.

2. Diagram and post two routes to the outside from all rooms.

3. Designate a meeting place outdoors which is away from the building and clear of entrances. The designated meeting place should be at least 50 feet from the building.

4. Locate a method of calling 911 near the designated meeting place that does not involve re-entering the building.

5. Establish a method to account for those known to be in the building at the time the alarm is sounded. In case of actual fire conditions, information regarding persons believed to be in the building should be made available to responding emergency crews.

(Do not return inside. Only trained search & rescue personnel should re-enter an evacuated area.)

If the fire is INSIDE your room: Leave your room and close the door.

IF the fire is NOT in your room: With your hands, test the door for heat before opening.

IF THE DOOR IS HOT:

- Stay in your room or lab.
- Phone for help.
- Stay calm.
- Seal cracks with wet towels.
- Wait for help.

IF THE DOOR IS COOL:

- Take your room key.
- Open the door slowly.
- WALK to the nearest exit and leave the building.
- If the exit is unsafe, return to the room and remain there.
- If the hall is smoky, stay low or crawl out on your hands and knees.

Tips to Remember

Predetermine two means of egress from your normal workplace.

Learn the location of the nearest fire alarm pull station and portable fire extinguisher.

Learn how to use portable fire extinguishers. Remember the acronym PASS

P Pull the pin.

A Aim at the base of the fire.

S Squeeze the trigger.

S Sweep the nozzle from side to side.

If the fire is INSIDE your room: Leave your room and close the door.

IF the fire is NOT in your room: With your hands, test the door for heat before opening

In the Event of a Lockdown

The purpose of a Lockdown signal is to provide the Incident Commander with a means for alerting staff and students that there is an emergency situation in the school and that for a period of time, movement in the school will be restricted.

Because of the variety of emergencies/crisis that can occur in a school it is necessary to establish two lockdown signals:

Lockdown – Hard – is used when:

(1) Incident Commander feels that it's necessary, or;

(2) there is an active threat in/at the school, or;

(3) there are shots being fired, or;

(4) there is an active threat outside the school, or;

(5) there is a hostage situation.

If the above situations are taking place, school administration will announce, “Attention on campus, we are going to begin a hard lockdown. Staff and Faculty, please check your phone for further detail.”

These three situations pose the greatest threat to students and staff and require that NO ONE MOVES IN THE SCHOOL. The School Emergency Response Team is not activated. Staff not supervising children remain where they are. Personnel available in the office (Command Post) will be utilized to stabilize the situation until the police arrive on the scene and assess the situation.

Teachers close and lock their classroom doors, turn off lights, shut the blinds and drop down to the floor. Teachers should make a list (see Emergency Attendance Sheet) of all children not accounted for, add to this list the name of Any child or adult that enters the classroom after the LOCKDOWN - HARD is declared, moves the children away from windows (if possible) and have everyone sit on the floor. All room occupants should be huddled or spread out in a way that conceals their presence the best. They remain in this position until directed to do otherwise.

IF LOCKED OUT, THEN WHAT SECTION

Students who are not under direct supervision of an adult when the LOCKDOWN - HARD signal is given will find the nearest adult and follow their directions.

Any visitors to the school will remain where they are, assuming they are either in a classroom or in an office. If in either location, they should go to the nearest classroom and follow the teacher’s instructions.

Teachers should not open the door to your classroom under ANY circumstances until directed by the administrator or law enforcement.

Lockdown - Soft – Is used, at the designation of the Incident Commander when in her/his opinion an emergency/crisis has occurred and it requires the holding of students for a period of time. The command activates the School Emergency Response Team who will respond to the Command Post and receive their instructions. All adults not having direct supervision of students will report to a designated location and assist in the Searching of the school for stray students and guests.

Teachers will follow the same procedures as they would for a LOCKDOWN - HARD except there is no need to move students away from windows or to sit on the floor. Instruction can continue after the Emergency Attendance Form is completed.

A Lockdown signal should never be used for fire/explosion or weather emergency. These events have their own signal and should not be confused with Lockdown situations.

Lockdown Response Office Procedures

1. Page all classrooms and declare a “Lockdown Response”

2. Record time incident or report was received –write a brief statement about incident. Record time that classrooms were paged and time doors were locked

3. Call 911 (if necessary) – Record Time

4. Call family (if necessary) – Record Time

5. Ensure there is someone to greet family and provide support – record time family arrives

6. Determine if student has siblings at the school– call for all siblings to report to determine secure location (if necessary) – Record Time

7. Gather students belongings (if necessary) – Record Time

8. Call TFHE – tell them about the situation – Record Time

9. Record when search team leaves to do first sweep and when they return with their report

10. Record when search team leave to collect attendance and when they return

11. Record when emergency responders arrive (if necessary) and when they leave

12. Record any information received from site coordinators about incident.

13. Page all classrooms and declare “All Clear” and record time.

14. Send search team to each room ensure all know an “All Clear” has been declared.

In the Event of Hazardous Materials & Shelter In Place

1. Bring everyone into the room

2. Lock and Close all doors and windows

3. Move away from windows

4. Turn off air conditioning unit(s) or ventilation system(s)

5. Seal all doors, windows, air vents

6. Take attendance and call office to report who is in the room with you

7. Remain in your classroom, office, or building until “All Clear” is signaled

8. Allow no student into or out of your classroom, office, or building until “All Clear” is signaled.

Run= Evacuate!

- Decide if you can escape safely
- If it is safe, run as fast as you can away from the direction of the gunshots
- DO NOT stop running until you are far away from the area
- Leave your belongings behind
- Help others escape, if possible
- Prevent individuals from entering the area, but not at the risk of your own safety
- Get away from the threat and identify a safe place
- When fleeing from danger, keep buildings, cars or other objects between you and the threat
- Do not attempt to move wounded people
- Call 911 when safe

HIDE= Lockdown!

- If escape is not feasible; hide and create a stronghold
- Lock the door, turn off the lights and close the blinds
- Take cover behind large items
- Silence your cell phones and turn off vibrate mode
- Remain quiet

- Move away from doors and windows
- Reinforce the locked doors with chairs, desks, and other items
- Erect barricades on ALL of the doors

DEFEND = Fight for your Life!

- This is a last resort
- Commit to your actions!
- Act as aggressively as possible
- Improvise weapons
- Attack in a group (Junior High & above)
- Yell and make loud noises to disorient the shooter
- If possible, grab the shooter's limbs and head, take them to the ground and hold them there

SHELTER in PLACE considerations!

- Lock all doors, close windows (no barricades)
- Remain inside; engage in normal indoor activities
- Keep movement outdoors to a minimum
- Use buddy system with at least one adult when leaving classroom
- Before leaving classroom, notify office or next door classroom
- If students are to be released; it should be by direct hand off at a location determined by the school administration
- School administrators may give the "All Clear" announcement

No special code

Remember to Working as a team:

1. Look around the room. Consider what you would do in an active shooter situation and whether it would be better to Run (escape) or Hide (barricade)

2. Come up with a list of actions you would take to protect yourself and those around you

Evacuations

Evacuations will be conducted as follows:

1. General evacuation

A general evacuation is executed upon hearing the fire alarm or with a verbal command.

Standardized evacuation procedures are followed.

- Fire: Evacuate at least 50 feet from the building.
- Bomb Threat: Evacuate at least 300 feet from the building.
- Multi-hazardous: Evacuate at least 300 feet from the building.

2. Controlled evacuation

A controlled evacuation will be executed by the IC or police/fire authorities. A controlled evacuation is typically conducted classroom by classroom and staff and students are directed to evacuate away from the threat. Areas/classrooms closest to the threat are evacuated first.

General procedures:

1. Remain calm.

2. Ensure that an evacuation map is posted in every room. This map should include the evacuation route and site, as well as all fire extinguishers and pull stations. This map should be posted on or near the evacuation door.

Evacuation procedures for IC:

1. Responsible for organizing the School Emergency Response Team during an evacuation.

2. Coordinates and manages the overall evacuation of personnel from the building.

3. Members of the School Emergency Response Team or IC designees will report to the evacuation site before any students arrive. Team members will look for any suspicious objects or behavior (i.e. abandoned cars or objects in evacuation site) and report findings to IC. In the event of a suspicious object, team member will redirect teachers and students to alternate evacuation site.

4. Relays evacuation information to first responders.

Evacuation procedures for Teachers:

Evacuate the area immediately. Take your Emergency Backpack, cell phone, and updated roster. All staff and students are to report to the evacuation site. Staff will take attendance for their assigned group. When completed, one designated member from each group will stand and hold up the appropriate 'alert card' (Green Card = all students accounted for, Red Card = missing students and/or need assistance) from the backpack. Staff will fill out

Emergency Drill Log and submit.

- Classroom - Submit to:

The office staff must take the emergency cards, medication, first aid kit, safety backpack, visitor log, cell phone, radios, and keys. All staff and students must be accounted for.

Teachers should check their buddy classroom to ensure everyone has evacuated and assist or evacuate the class yourself if necessary.

Evacuation responsibilities and procedures for Teachers:

1. The teacher will review with all students the fire, earthquake, lock-down - HARD Lockdown and SOFT Lockdown drill procedures during the first week of attendance at the school.

2. The teacher will review with all students the procedures and exit routes at least once each month.

3. Immediately following an emergency drill, the teacher will help students to evaluate their conduct during a drill.

4. The teacher will give the Drop, Cover and Hold command during an earthquake, a surprise attack or when deemed necessary.

5. The teacher is responsible to see that all students are safely evacuated.

6. The student files, the classroom waters, and sanitation materials (i.e.: bucket, kitty litter, toilet paper) will remain in the classroom. If such items are needed the Search Team or IC designee will retrieve the items. Accordingly, these items should be maintained in a visible area to assist with their collection during an emergency.

7. If there is a blocked exit, the teacher will know the alternate route and guide or instruct the students to proceed with a secondary evacuation route.

8. The teacher will supervise his/her students and will remain with the students. Those teachers who are members of the ICS and their presence is required elsewhere, will turn over his/her students to a teacher on the Student Supervision Team for supervision before reporting to duty at their ICS location.

9. Procedures for moving to the evacuation area:

- Students are to line up silently and in single file.
- No talking, running or pushing is allowed. A specific line order is not necessary.
- The teacher will take the emergency pack.
- The teacher will take the current roster and any additional vital information.
- The teacher will take the room keys.
- The teacher will take his/her cell phone.
- The teacher will leave the door opened and unlocked, or in the case of a fire or other appropriate emergency, will close the door.
- The teacher will check the evacuation route to make sure it is safe. The teacher will direct the students to move to the evacuation site in accordance with the route or other safe route as determined by the teacher. DO NOT WALK UNDER COVERED WALKWAYS UNLESS IT IS NECESSARY.

- The teacher will be the first to leave the room and the last person in their class line, making sure all students are safe during the evacuation.
- The teacher will check to make sure that other teachers and staff are not injured before evacuating the building in accordance with the Classroom Buddy Assignments.

10. If there is an injured, immovable student, the teacher will leave the immovable student, lead the remaining students to the evacuation area and immediately notify the Command Post of the location and condition of the immovable student in the classroom.

11. If there is an injured, immovable teacher, the students will evacuate with a Buddy Teacher. The Buddy Teacher will immediately notify the Command Post of the location and condition of the immovable teacher.

12. Upon arrival at the evacuation site:

- All specials (library, art, PE, etc.) teachers will return students to their homeroom teacher.
- The teacher will direct students to form a line.
- The students are to remain silent and attentive. Unless otherwise instructed, students may be seated in line.
- The teacher will take roll call of the students, using the Updated Roster, to ensure every member of the class is present or accounted for. The teacher will look up and see each student as she calls their name. Students will respond by raising their hand and loudly stating, “Here!”
- The teacher will report the results of the Attendance by posting either the Green (all accounted for) or Red (missing students or need assistance) card and filling out the Emergency Drill Sheet Log. The Drill Logs will be collected by the Business Operations Manager.
- The teacher will render first aid if necessary or if the school nurse of First Aid Team is not available.
- Students on the playground should proceed to their previously designated area and assume regular emergency procedure discipline.
- During a fire drill, the teacher will remain with the class.

13. The teacher will assist others as directed by the ICS.

14. An All Clear signal will be given by the site director or dean to return to your classrooms.

15. At the conclusion of the emergency, the teacher will walk the students back to the classroom in an orderly and silent manner.

Evacuation of Disabled Students:

General Procedures

An individual plan should be formulated for each disabled student or staff member in your school who requires assistance during an evacuation due to physical, cognitive, or emotional/behavioral needs. This plan should be reviewed with all staff directly involved with the student, including (but not limited to) the school nurse, classroom and special education

teachers, and all adults assigned to aid disabled students in an emergency requiring evacuation.

Options include:

1. Overriding discontinuance of elevator (physical disability).

2. Carrying student (physical disability).

3. Adult and student waiting for fire department in a prearranged area (physical disability)

4. Staff person assigned to specific student(s) to assist student during an evacuation.

When developing your individual plans for disabled students, consultation with the fire department is strongly advised.

Identify Disabled Individuals Needing Evacuation Assistance and Post Evacuation Plan

Identify any student or staff member who may need evacuation assistance (e.g., individuals who are in wheelchairs or unable to use stairs). Develop a specific plan for their evacuation. It is recommended that each student's classroom teacher be designated to assist the student in getting to the Evacuation Staging Area. The designated teacher may need to transfer their class to another teacher to remain with the disabled student until they are evacuated. The Site Administrator must:

o Identify students or staff needing evacuation assistance

o Develop an evacuation plan for each student or staff member

o Post a list of these individuals and their evacuation plan on the Fire Panel

o Put list of disabled individuals in the secretary's copy of the student emergency contact information roster. See sample form.

o Inform the classroom teacher of each student or staff member of the evacuation plan

o Inform students and parents of the evacuation plan

Evacuation of Wheelchair-Confined Individuals

To accomplish a safe evacuation from the second floor of a building, the following procedures should be followed:

1. Designated staff members should be assigned to assist wheelchair users down the stairs. The number of staff members required would depend upon the number of people needing assistance. Three staff members per wheelchair would be the minimum number needed (two staff members to transport the person and one to bring the wheelchair or to assist in other ways).

2. A designated area by the stairs (out of the evacuation path) should be assigned where wheelchair users can gather. This will aid in their accountability and speed up their evacuation. Because a hazard is created when evacuating wheelchair-confined students down stairs, unless necessary, they should not be transported.

3. It if is determined an actual fire hazard exists and evacuation must be made using stairs, the wheelchair-confined should be the last to be transported down the stairs. Because their

movement will be slow, their evacuation may hinder the evacuation of others if on the stairs at the same time. In addition, the rushing of others may knock down physically challenged individuals and their transporters.

4. If wheelchair-confined individuals must be transported down stairs, the evacuation should be accomplished by staff properly training in the following methods:

o Chair carry

o Fore-and-aft carry

o Two-handed and four-handed seats.

o Evacuation chair. This chair is designed to ride on the ends of stair treads so one person can easily guide it down the stairs. The evacuation chair is lightweight, folds flat, and can be unobtrusively stored.

First Aid Team:

Will move to their designated area, unpack supplies as they become available and set up triage, treatment stations, and a morgue if necessary.

The First Aid Team will follow their pre-assigned responsibilities as outlined.

The First Aid Team will assess the extent and incidence of injuries and tag them accordingly. All persons sent to triage are to be tagged. The triage categories are as follows:

MINOR: Move to walking wounded

DELAYED: May be able to take direction to help one another

IMMEDIATE: Tag victim, note time and type of injury

DECEASED: Should be removed as far away as possible

Treat injuries to the extent possible. Inform outside emergency personnel via the IC as to the status of the injured.

Assessment of School Safety

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)
Child Abuse Reporting

A. Definition of Child Abuse

Child abuse means a physical injury that is inflicted by other than accidental on a child by another person. Child Abuse also means the sexual abuse of a child or any act or omission pertaining to child abuse reporting laws (willful cruelty, unjustifiable punishment of a child, unlawful corporal punishment or injury). Child abuse also means the physical or emotional neglect of a child or abuse in out of home care.

1. Child Abuse

a. Injury inflicted by another person

b. Sexual Abuse

c. Neglect of child's physical, health, and emotional needs

d. Willful cruelty or unjustifiable punishment

e. Unlawful corporal punishment or injury

2. Not Considered Child Abuse

a. Mutual affray between minors

b. Injury caused by reasonable and necessary force used by a peace officer:

- To quell a disturbance threatening physical injury to a person or damage property
- To prevent physical injury to another person or damage to property
- For the purposes of self defense
- To obtain possession of weapons or other dangerous objects within the control of a child
- To apprehend an escapee

B. Mandated Child Abuse Reporting

- Mandated child abuse reporting is governed by the Child Abuse and Neglect Reporting Act, P.C. 11164.
- Any school district employee, police department employee, or any employee of an organization whose duties require direct contact and supervision of children who has knowledge of or observes a child in his or her

professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse shall report the known or suspected instance of child abuse to a child

protective agency by telephone and written report:

The telephone call must be made immediately or as soon as practicably possible by telephone to (408) 299-2071.

AND A written report must be sent within 36 hours of the telephone call to the child protective agency.

- Any school district employee, police department employee, or any employee of an organization whose duties require direct contact and supervision of children who has knowledge of or who reasonably suspects mental

suffering has been inflicted on a child or his or her emotional well being is endangered in any other way, may report such known or suspected instance of child abuse to a child protective agency.

- When two or more persons who are required to report are present and jointly have knowledge of a known or suspected instance of child abuse or neglect, and when there is agreement among them, the telephone report

may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member

designated to make the report failed to do so, shall thereafter make such a report.

- The intent and purpose of the law is to protect children from abuse and neglect. The definition of a child is any person under 18 years of age.
- This entire section on Child Abuse has been taken from California Laws Relating To Minors manual.

C. Sexual Activity

Child abuse laws change from time to time. Should you suspect that a student is engaged in unlawful sexual activity, please consult with the school social worker and campus officer to determine if particular provisions under this section are current and in effect.

- Involuntary sexual activity is always reportable.
- Incest, even if voluntary is always reportable. Incest is a marriage or act of intercourse between parents and children; ancestors and descendants of every degree; brothers and sisters of half and whole blood and uncles

and nieces or aunts and nephews. (Family Code § 2200).

- Voluntary Sexual Activity may or may not be reportable. Even if the behavior is voluntary, there are circumstances where the behavior is abusive, either by Penal Code definition or because of an exploitative relationship,

and this behavior must be reported. If there is reasonable suspicion of sexual abuse prior to the consensual activity, the abuse must be reported.

Reportable Sexual Activity if a Child is Younger than 14 Years of Age and:

- Partner is younger than 14 years old, but there is a disparity in chronological or maturational age or indications of intimidation, coercion or bribery or other indications of an exploitative relationship.
- Partner is 14 years or older; lewd & lascivious acts committed by a partner of any age; partner is alleged spouse and over 14 years of age.

Reportable Sexual Activity if the Child is 14 or 15 years and:

- There is unlawful sexual intercourse with a partner older than 14 but less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship.
- There is unlawful sexual intercourse with a partner older than 21 years.
- There is lewd and lascivious acts committed by a partner more than 10 years older than the child.
- The partner is the alleged spouse and over 21 years of age.

Reportable Sexual Activity if the Child is 16 or 17 years and:

- The partner is less than 14 years of age.
- There is unlawful sexual intercourse with a partner older than 14 and there is evidence of an exploitative relationship.
- The partner is the alleged spouse and there is evidence of an exploitative relationship.

Reportable Sexual Activity if the Child is under 18 years:

- Sodomy, oral copulation, penetration of a genital or anal opening by a foreign object, even if consensual, with a partner of any age.

Not Reportable Sexual Activity:

- Child is 14 years or younger and partner is younger than 14 years and of similar age or maturational age. Sexual behavior is voluntary and consensual. There are no indications of intimidation, coercion, bribery, or other

indications of an exploitative relationship.

- Unlawful sexual intercourse of a child 14 to 15 years old with a partner older than 14 and less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship.
- Unlawful sexual intercourse with a child 16 or 17 years with a partner older than 14 and there is no indication of an exploitative relationship.

Mandated reports of sexual activity must be reported to either the Department of Family & Children's Services (DFCS) or to the appropriate police jurisdiction. This information will then be cross reported to the other legal agency.

D. Failure to Report Known or Suspected Child Abuse

Failure to report known or reasonable suspicion of child abuse, including sexual abuse, is a misdemeanor punishable by up to six months confinement in a county jail or by a fine of one thousand dollars ($1,000) or both.

Mandated reporters are provided with immunity from civil or criminal liability as a result of making a mandated report of child abuse.

This information has been taken directly from the Santa Clara County Child Abuse Council Informational Handout.

E. Child Abuse Reporting Number: (408) 299 2071

F. Staff Training

- Teachers are in-serviced the first day back from summer break. They are presented a PowerPoint presentation on the school rules, dress code and student discipline/ referrals.
- Teachers are also trained or retrained on emergency drills during the school year and practice drills.
- New Teacher Training at the Foundation Office.
- Teachers are directed use the Teacher Handbook for further reference.
- Teachers are directed to use the School Safety Plan posted on the school website.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

Disaster Plan (See Appendix C-F)
Incident Command System (ICS)

The ICS provides overall direction and sets priorities for an emergency. In operations, the ICS has five functions: management, planning/intelligence, operations, logistics and finance/administration. Under each of these functions, schools should pre-assign specific individuals, based on their job roles and responsibilities, to assist in the management of school site operations.

Management (overall policy direction)
Site Director/Administrator: Dr. Sherry Segura
The critical incidents and/or disaster determine who will be the Incident Command (IC) Officer. Until the arrival of the Incident Command Officer, the site administrator is in charge. The site administrator is most often the site director unless circumstances dictate otherwise.

Communications
Public Information Officer: Dr. Sherry Segura
The administrator may authorize and designate a trusted, well-trained individual to coordinate information being released to the press and make public announcements.

Bi-Lingual Translator: Ms. Hilda Peralta
Assists in communication in schools as needed.

Safety Officer: Mr. Jesus Rios
This person serves as a liaison officer. S/he is the point of contact for assisting and cooperating with agency representatives. (Fire, law enforcement, EMS, Red Cross)

Planning/Intelligence: Mr. Roberto Palomo
Instructional Staff
Teachers, librarians, computer center managers and teachers' aides can perform this function. These individuals must be able to use communication equipment, gather information in a timely manner and weight it for significance.

Operations Coordinator: Mr. Damian Perez
Member of the command team overseeing the efforts of the emergency teams directly related to health and safety. These teams include: First Aid, Search and Rescue, and Student Assembly and Release.

First Aid Coordinator: Ms. Hilda Peralta

Know where all the supplies are located, supervises first aid prior to EMS's arrival, coordinates with EMS. This person is usually the head nurse/health clerk.

Search and Accountability Coordinator: Ms.Angela Bracamontes, Mr. Ses Sin and Mr. Monroy
Accounts for everyone on site as quickly as possible. This person must have access to attendance records, visitor sign-in sheets, emergency data cards of students and any otherinformation that will assist in accounting for the school population. This person works closely with the Student Assembly, Shelter & Release Coordinator.

Student Assembly, Shelter & Release Coordinator: Mr. Cesar Herrera
Supervises students in evacuation site, organizes shelter, and coordinates student release after evacuation.

Logistics Coordinator: Ms. Claudia Moreno
Grounds and Maintenance Coordinator
Knows layout of building and grounds, location of shut-off valves and utility lines and is familiar with blueprints.

Traffic Safety Coordinator Oversees transportation system

Food, Water, and Supplies Coordinator
Oversees distribution of food, water, and essential supplies throughout critical incident Cheat Sheet (in drive) and allow them to customize for school site.

OPTION 1: Incident Command System (ICS) Key Responder List
Management
Site Director/Administrator: Dr. Sherry Segura
Public Information Officer: Dr. Sherry Segura
Safety Officer: Mr. Jesus Rios

Emergency Resource List

Latino College Preparatory Academy (LCPA) Phone Numbers:
14271 Story Road, San Jose, Ca 95127
School Phone number: (408) 729-2281 School Leader
School Website: www.sjlcpa.org Mr. Jesus Rios
Cell Number: (408) 609-2395
Secondary Campus:
School Name Roberto Cruz Leadership Academy Ms. Claudia Moreno
School Address 14271 Story Road, San Jose, Ca 95127 (510)292-0122
School Phone (408) 729-2281
School Website www.sjrcla.org

Name Phone Number
EMERGENCY 911
EMERGENCY PHONE EXTENSIONS and CONTACTS

ATTENDANCE OFFICE
Leonor Contreras x1035
Daniel Hernandez x1032
Maria Ramirez x1019

TFHE Campus Climate Team
Mr. Sin Ses, Campus Monitor 408 603-9240
Ms. Angela Bracamontes

Mr. Vince Monroy

LCPA Campus Climate Team Mr. Jesus Rios, Director 408-609-2395
Mr. Roberto Palomo, Associate Director x2042
Ms. Hilda Peralta, Office Manager x2216
Ms. Berenice Rubio, Parent Coordinator x2283

RCLA Campus Climate Team Ms. Claudia Moreno, Director x4001
Mrs. Sandra Gonzalez, Office Manager x4002
Mrs. Patricia Lopez, Parent Coordinator x4010

For Mental Health Counseling Social Emotional Referrals
Dr. Rochelle Fong, Director Student Services x1022

Public Agency Use of School Buildings for Emergency Shelters

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

Student Discipline Practices

Latino College Preparatory Academy (LCPA) institutes a restorative justice approach to discipline that seeks to avoid suspension, expulsion and other punitive forms of discipline and promote conflict mediation, public apologies and community service as alternative means of discipline. It is the goal to allow students the opportunity to reflect and take ownership of their behavior and make amends for the wrong or harm that they bring to the LCPA community. The goal of the discipline policy at LCPA is to maintain a safe and successful learning environment. We believe that all children want to learn and be part of the group. We believe that all children need guidance, structure, and consistency to help them achieve self-control.

The Principal within applicable law and following all due process requirements in accordance with AB 1360, may use his/her discretion to provide alternatives to suspension or expulsion, including, but not limited to, counseling and an anger management program, for a student subject to discipline under this section. However, a student, including an individual with exceptional needs as defined in Section 56026, may be suspended for any of the reasons enumerated above upon a first offense, if the principal determines that the student violated subdivision (a),(b).(c),(d), or(e) of Section 48900 or that the student's presence causes a danger to persons or property or threatens to disrupt the instructional process.

If an offense listed above that could subject a student to suspension or expulsion is alleged to have occurred, the principal or designee shall investigate the allegation. If the alleged allegation appears to have occurred and the suspension would be less than 10 days, the student will be provided oral or written notice of the charge(s). If the student denies the charges, the school must provide explanation of the evidence that supports the charges, and an opportunity for the student to present his or her side of the story (Ed. Code 47605(b)(5)(J)(i)).

For expulsions or suspensions of 10 days or more, the school must provide timely, written notice of the charges against the student and an explanation of the student's basic rights. Within a reasonable number of days, the school must hold a hearing adjudicated by a neutral officer, at which the student has a fair opportunity to present testimony, evidence and witnesses, to confront and cross examine adverse witnesses and at which the student has the right to bring legal counsel or an advocate (Ed Code 47605(b)(5)(J)(i)).

No student will be involuntarily disenrolled, dismissed or transferred by the charter for any reason unless the parent or guardian has been provided written notice at least 5 school days before the effective date of his or her removal. For all involuntary removals, including expulsions and dismissals for non-disciplinary reasons, parents must be informed of their right to a hearing before the effective date of the removal. If the student's parents or guardian initiates the hearing procedures, the student must remain enrolled until the charter school issues a final decision (Educ. Code 47605(b)(5)(J)(iii)).

The decision of TFHE is final.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)
A. Notification to Teacher Re: Violent or Dangerous Student

Ed Code 49079 requires that we notify classroom teachers/bargaining unit members of students who have engaged in, or are reasonably suspected of engaging in certain suspendable or expellable acts. Those acts are listed in section 48900 of the Education Code and are included in the end of this section

The goal of the plan is to define a system whereby every classroom teacher and substitute will have immediate access to the names of those students currently enrolled in his/her classroom who meet the criteria of Education Code section 48900.

Latino College Preparatory Academy plan.

In order to clarify Ed Code 49079 to those teachers not familiar with Ed Code regarding distribution of this information, I copied a copy of the Ed. Code to the back side of each teacher's report (staff handout).

- We then folded the 2 sided sheet over to show the teacher name, covering up any of the student information concerning suspensions.
- We distributed information at a staff meeting along with a brief announcement pertaining to confidentiality and the purpose for disseminating this information.
- We also cautioned about biases/prejudices, etc…understanding that kids will make mistakes and many have learned from their mistakes and will move on to graduation without further incident. The announcement to staff also mentioned that some teacher will have longer list than others and it is determined on the particular class they teach.

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California Education Code Section 49079

California Education Code Section 49079

(a) A school district shall inform the teacher of each pupil

who has engaged in, or is reasonably suspected to have engaged in,

any of the acts described in any of the subdivisions, except

subdivision (h), of Section 48900 or in Section 48900.2, 48900.3,

48900.4, or 48900.7 that the pupil engaged in, or is reasonably

suspected to have engaged in, those acts. The district shall provide

the information to the teacher based upon any records that the

district maintains in its ordinary course of business, or receives

from a law enforcement agency, regarding a pupil described in this

section.

(E) Sexual Harassment Policies (EC 212.6 [b])
Sexual Harassment

Inappropriate sexual conduct will not be tolerated and may constitute sexual harassment. Latino College Preparatory Academy does not condone or tolerate any form of sexual harassment involving educators, staff or students. The school system is committed to the creation and maintenance of a learning and work environment in which all persons who participate in school programs and activities can do so in an atmosphere free from all forms of sexual harassment.
It is the responsibility of every admin team and director to recognize acts of sexual harassment and take necessary action to ensure that such instances are addressed swiftly , fairly, and effectively. The school system prohibits retaliation against an individual who reports an incident or cooperates with an investigation of a reported incident.

Prohibited Conduct. Prohibited conduct may include, but is not limited to, unwelcome behavior with sexual overtones that is intimidating or offensive to the recipient or observer of the behavior. For example:
* Grabbing, touching or patting
* Sexual propositions
* Sexually offensive pictures, magazines, notes, calendars, cartoons or jokes
* Unwanted flirtations or advances
* Verbal abuse
* Repeated pressure or requests for sexual activities
* Rewards for granting sexual favors or the withholding of rewards for refusing to grant
sexual favors
* Sexually degrading names

Where to Go for Help

Educators and staff of the Latino College Preparatory Academy may contact any of the following individuals or offices for guidance, information, or resolution of a sexual harassment issue.
* Jesus Rios, Director
* Dr. Sandra Jewitt, Human Resources

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)
School uniform policy

Uniform policy
The Latino College Preparatory Academy requires that each student report to school in a school approved uniform. The school believes that uniforms are essential to help students develop pride in their school. Other reasons for requiring uniforms are that they teach students to follow school rules and to dress appropriately for special events. The uniform policy was also created to ensure that we maintain a positive and safe school climate. Students in uniform are easily identified by our school's faculty, staff, and visitors, and easily distinguished from Latino College Preparatory Academy students and visitors. Below is a list of guidelines that must be followed on a daily basis.

THE COLORS BLUE OR RED (any shade) ARE NEVER ACCEPTABLE

Regular dress
Students are expected to wear a white or black polo-shirt with the appropriate LCPA school logo. LCPA school polo shirts are available for purchase through the main office.
Students are expected to wear the professional dress on Mondays throughout the year. This consists of slack, ties and shoes for the boys. Appropriate dresses, skirts, and shoes are expected for the girls.

Students are expected to wear appropriate black pants that include (Dockers or other pants/slack brands). ?
Students are expected to wear outerwear (i.e. sweaters, hoodies) that have LCPA's name and/or logo.The only acceptable imprint/graphic is our LCPA school logo or the LCPA t-shirt or hoodie designed in Summer Bridge.
During the summer months and HOT DAYS, ONLY students may wear appropriate shorts.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)
Please see Evacuation Map

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:
Creating and Maintaining a Healthy School Culture and Climate

Element:
School Discipline and Social-Emotional

Opportunity for Improvement:

Objectives	Action Steps	Resources	Lead Person	Evaluation
To create and maintain a safe and effective learning environment at LCPA using positive discipline based on restorative practices	The administrative team will work to explore alternative consequences to out-of school suspensions. Working with the Site Leadership team, administrators will create more opportunities for positive recognition of LCPA students that have improved behavior and increased outreach to parents for both positive behavior and behavior challenges.	Teachers at LCPA Dr.Fong- Director of Student Services Social/Emotional Therapist Counselors SPED Director	LCPA Administrators	Dec. 2018 June2019

Component:
Building School Climate and Culture- Student Retention Rate

Element:
Retaining Freshman Students at LCPA

Opportunity for Improvement:

Objectives	Action Steps	Resources	Lead Person	Evaluation
Freshman Student Engagement	Freshmen Summer Bridge Academy Freshman Orientation will include time for all Freshmen to learn about and identify possible activities, clubs, sports and community service with which to become involved. Sign-up process will be integrated into orientation agenda.	Assistant Principal Leadership Teacher- Mr. Herrera Athletic Director-Mr. Wulff Freshman Advisory Teachers	Administrator at LCPA	Fall 2018 after Freshman Orientation. Winter, 2019 End of school year, 2019

Component:
Promoting and Tracking Positive School Behaviors

Element:
Data Driven Software

Opportunity for Improvement:

Objectives	Action Steps	Resources	Lead Person	Evaluation
Tracking Positive Student Behaviors	LCPA Teachers and staff will be given positive behavior referrals using HERO software ("EaglePride Student Recognition) to give out to students for Achievement, Improvement, and Citizenship, and the positive referrals will be tracked in a spreadsheet. Updates will be given to teachers and staff at Staff Meetings and through email. At the end of each grading period, a Showcase of Learning Assembly recognizing student achievement will be held by grade level.	Positive Referrals and supplies for student prizes Classified staff to maintain positive referral database. Site Leadership	Dean of Students- Vince Monroy LCPA Teachers	December 2018 June 2019

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Latino College Preparatory Academy Student Conduct Code

Discipline Policies.

School Entry Procedures. All students who enter the building will be required to show their I.D.'s when asked. Late students must go to the attendance office and get a tardy pass. Students who do not get a tardy pass will receive a call home informing parents of an absence.

Tardy Student Entry Procedures. Students who arrive tardy to school will be processed by a staff member from the attendance/discipline office. Students will be asked for their I.D. or key in their I.D. number. Students will receive a tardy pass from the staff member who processed them. The pass informs students they have been assigned to detention.

Detention. Students are expected to serve detentions on their own and will not be picked up by staff members. Students may serve their detentions after school for 60 (sixty) minutes in Room 105. Students who do not serve their detention will face further disciplinary action.

Attendance Expectations and Policies. The attendance office is located on the first floor. Students are expected to attend school daily and on time. If a student is absent or needs to correct an attendance error, he/she can be helped in the attendance. Notify the office immediately when contact information and emergency information have changed. Call the attendance office by 8:30 am if your child student will not attend school. Return to school with an excused absence note for an acceptable excused absence. Notes will only be accepted up to one week after the absence (unless it is a doctor's statement). Absences are only excused for the following reasons: student illness, observance of religious holiday, death in the immediate family, family emergency, circumstances which cause reasonable concern to the student's parents, to the student's safety or health. Other situations beyond the control of the student.

Truancy. Students must attend high school until age 18 in the state of California, a five (5) day letter will be sent by mail when a student has 5 or more unexcused absences. A ten (10) day certified letter will be mailed when a student has 10 or more unexcused absences. When a student has fifteen (15) days or more of unexcused absences, you may encounter the following circumstances: Parent and student will be required to attend truancy workshops. Parent may be required to participate in on-going parent education workshops. Copies of all truancy letters will remain in the student's attendance file. Staff will be required to conduct home visits to determine if the address is accurate. The student may be removed from enrollment at Latino College Preparatory Academy. The student may need help transitioning to an alternative school.

Cell Phones. Only a parent or guardian will be allowed to pick up the cell phone when it was confiscated or teacher confiscate the phone or student completes a written reflection or student receives device at the end of the school day. The first time it is confiscated it will return to a parent or teacher brings phone/device to director. The second time a parent meeting held with administration. Student assigned to detention. The third time teacher brings phone to director and is kept for one week. Student is assigned to Saturday school or community service on top of the 100 required for graduation.

Dress Code. Monday to Friday, students should wear an approved LCPA polo, shirt, or sweatshirt. Professional Dress: will occur 8 times during the school year; on these days students are expected to “dress to impress”. Students may not wear the following: hats, hoods on their head, pajamas, short shorts, skirts, capris, etc. above the knee. Leggings that are sheer or see through. Memorial/ RIP clothing. Words, images, and symbols that are inappropriate for school. Pants ripped to an immodest degree. See-through clothing deemed to be immodest.
Hall Sweeps. Students should arrive to class on time. Students who are late will be swept at a sweep station where they will scan I.D. or key in their I.D. number. Students will be issued a pass to return to class and coded as tardy for the period. Three (3) tardies will result in a detention.

Visitors. A person who has legitimate school business to transact, such as a conference with a staff member, and whose conduct is not disruptive or disturbing to the normal operation of the school is an authorized school visitor.
All visitors must register in the Attendance Office, and wear a name tag. Classrooms visits and conferences by parents and other persons in the school are encouraged. Any person causing a disturbance on any part of

LCPA property or having no lawful business shall be notified by the school director or person designated in writing by the director that the intruder’s presence is contrary to the law and shall be asked to comply with the law. In those instances when the individual refuses to comply with the law, the police are notified.

Elevators. The elevators are restricted for students. If the student is ill with the doctor’s authorization, passes are issued in the Attendance office.

The Education Code sets out grounds for suspension and expulsion. The following examples of prohibited conduct do not include all the legal grounds for student discipline. Students violating the Code of Conduct (at school, school events, or traveling to/from school or school events) are subject to detention/suspension/expulsion or transfer. Students who are suspended may not attend or participate in school-related events (i.e., athletic games, school dances) for 10 calendar days from the incident.

Any student under the influence or in possession of alcohol or drugs at a school event may not attend or participate in school related events for 60 calendar days from the incident. In addition, if the incident occurs at a school dance, the student may not attend the next LCPA school dance. LCPA will provide alternative interventions/consequences to avoid suspension or expulsion such as mediation, restorative circles, detention, community service or Saturday school. However, the administration reserves the right to suspend or expel a student from school if the student’s presence on campus poses a safety threat to themselves, their peers, or LCPA staff. ?
disruption Acts of disruption include, but are not limited to, hazing, taunting, and harassment of individuals or groups of students.

Defiance
Acts of defiance or disobedience include inappropriate language or gestures directed against school personnel, and/or refusing to comply with school personnel and/or a refusal to comply with a reasonable request or directive from school personnel engaged in the performance of their duties. This includes, but is not limited to, refusal to serve DETENTION, insulting or abusive remarks, willful defiance, giving false information, failure to follow the code of conduct, or failure to identify oneself to teachers or other school personnel. ?

Profanity/vulgarity

Committed an obscene act or engaged in habitual profanity/vulgarity: Students, who use profane or vulgar language and or gestures, either verbally or in writing including e-mail, are liable for DETENTION or COMMUNITY SERVICE on the first offense. Habitual offenders could face more severe consequences.

Substance abuse
LCPA prohibits the use of alcohol or drugs by anyone, anywhere on school property and at any school-sponsored event. A student may not bring or use drugs at school or at a school activity, have intoxicating beverages or drugs in his/her possession at school or at a school activity, or attends school or a school activity under the influence of alcoholic beverages or drugs. Possession of drugs or possession of alcohol by anyone under the age of twenty-one is a violation of the law (Penal Code Section 647.5). The school administration reserves the right to involve law enforcement and/or social service agencies, as it deems necessary or appropriate.
The administration may use Passive Alcohol Sensor (PAS) devices at any or all LCPA events, activities, or programs.

A. Use, Possession of Tobacco – Ed. Code 48900(h)
LCPA prohibits students from possessing or using tobacco or tobacco products on campus or anywhere by anyone, on school property and at any school-sponsored event. Any student who brings or uses tobacco products at school or at a school activity may also be assigned to an alternative tobacco program. Repeat offenders could face more serious consequences.

B. Use, Under the Influence of, or Possession of a Controlled Substance or Alcohol – Ed. Code 48900(c)
Any student who uses, possesses, or is under the influence of a controlled substance or alcohol at school or a school event will be suspended and may be subject to administrative transfer or expulsion. Police intervention may be called upon.

C. Offer, Sale, Furnish a Controlled Substance or Alcohol – Ed. Code 48900(c) & (d):
Any student who offers, sells, or furnishes alcohol or drugs to another person at school or a school function will be suspended and may be subject to administrative transfer or expulsion. Police intervention may be called upon.

D. Offer, Sale, or Possession of Drug Paraphernalia – Ed. Code 48900(j)
Students may not offer, sell, or possess drug paraphernalia at school or a school function. Police intervention may be called upon.
Any student under the influence or in possession of alcohol or drugs at a school event may not attend or participate in school related events for 60 calendar days from the incident. In addition, if the incident occurs at a school dance, the student may not attend the next LCPA school dance.
injury

A. Fighting – Ed. Code 48900(a)(1)
Students shall not fight or attempt to cause bodily harm to another student through physical contact. If a student is attempting to involve another student, that student should walk away and report it to a campus aide, teacher, or administrator. If a student is a victim of a sudden unprovoked attack or fight, that student shall disengage as soon as possible and report the incident to a school official. Students who instigate fights will be subject to the same consequences as those who are actually involved in fighting, which can include expulsion.

B. Assault and Battery
Students shall not cause, attempt to cause, or (written, including e-mail, or oral) threaten to cause injury of any kind to a student while at school or any school-sponsored event. Students involved in an assault or battery are subject to suspension, possible administrative transfer, expulsion and police referral.
Please note that a student may be recommended for expulsion upon their first involvement in a fight or assault/battery.

Hate violence
No person shall, by force or threat of force, willfully injure, intimidate, or interfere with, oppress, or threaten any other person in the free exercise of enjoyment of any right or privilege secured by law because of the other person's race, color, religion, ancestry, national origin, immigrant status, homelessness, economic status, gender, sexual orientation, marital status, age, medical condition, physical appearance, or physical or mental disability. No person shall knowingly deface, damage, or destroy the real or personal property of the school or any other person for the purpose of intimidating or interfering with the free exercise or enjoyment of any right or privilege secured to the other person by law because of the other person's race, color, religion, ancestry, national origin, immigrant status, homelessness, economic status, gender, sexual orientation, marital status, age, medical condition, physical appearance or physical or mental disability.

Bullying

Any act of bullying, including, but not limited to bullying committed by means of an "electronic act", may result in counseling, suspension, police involvement, and a recommendation for possible expulsion. Acts of bullying will be fully investigated before final outcomes are determined. Electronic act means the transmission of a communication, including, but not limited to, a message, text, sound, or image by means of an electronic device such as a telephone, wireless phone or other wireless device, computer, or pager.

Staff threats/intimidation

Threat or intimidation of a staff member (verbal, written, electronic, etc.) at any time will result in police involvement, immediate suspension, and a recommendation for possible expulsion.

Harassment/hazing

Any act directed against a pupil or groups of pupils that is sufficiently severe or pervasive to have the actual and reasonably-expected effect of materially-disrupting classwork, creating substantial disorder, invading the rights of that pupil or groups of pupils by degrading, disgracing, or by otherwise creating an intimidating or hostile education environment. This includes any act committed via internet, such as Facebook postings, and any act committed via text message or email. Police intervention may be necessary.

Property damage

Vandalism - Ed. Code 48900(f)

Students who willfully damage school property will be suspended from school. The Education Code states that any pupil who violates this rule may be suspended or expelled and the parent/guardian held liable for restitution. In addition, the student may be required to perform a school work service assignment (Penal Code Section 594).

Theft/robbery/extortion

Theft/Robbery/Extortion - Ed. Code 48900(e) & (g)

Theft/robbery/extortion of any kind or the unlawful possession of the personal property of another is a violation of the law (Penal Code Section 487 and 488). Law enforcement agencies will be enlisted when the investigation exceeds the powers of the school administration, whenever items are not recovered, or when in the judgment of the administration it is warranted. Students guilty of theft, robbery, or extortion will be suspended, administratively transferred, or expelled and will be required to pay restitution.

forgery

It is to the advantage of students, parent/guardian, and school staff to maintain a good working relationship between school and home; written correspondence and other communications are vital to that relationship. Students who violate this trust by intercepting school communications or forging signatures on school forms or notes will have their parent/guardian contacted, may be SUSPENDED from school, and may be assigned alternate ways to confirm parent/guardian approval/receipt of correspondence.

Gambling

Any form of gambling is cause for parent contact and DETENTION on the first offense and suspension thereafter.

Dangerous objects/weapons

Weapons, Instruments or Substances - Ed. Code 48000(b), Penal code Sections 245 and 626.9:

The possession or use on campus of weapons, instruments, or substances designed to cause or capable of causing bodily harm is prohibited.

LCPA defines a weapon as any object, including knives or guns that can be used to hurt another person or to make that person think he or she will be hurt in some way. If the object is a gun, it makes no difference if the gun is loaded or unloaded, whether the gun can be fired or not fired. Examples of a gun include, but are not limited to, any "look-alike," imitation, or replica; a toy, BB or pellet gun; any forced air or CO2, pressure gun; starter pistol; or paintball gun. Examples of a knife are, but are not limited to, any object with a blade or sharp point or edge; examples include razor blades, switchblades, pocket knives, Swiss Army knives, dirks, daggers, utility blades, x-acto knives, or ice picks. Other objects prohibited are brass-knuckles, martial arts weapons, clubs, etc. Having a "weapon" on school property, in a school locker, in a car (this includes the trunk and glove compartment), in a backpack, or at a school activity is not permitted and will cause the student to be recommended for expulsion from school.

internet policy and electronic devices

In order to use a district computer, Internet account, or e-mail address, each student must have a completed and signed LCPA Acceptable Use Policy Agreement on file. Violations of the Acceptable Use Policy can result in the loss of technology services, as well as detention, suspension, or expulsion.

Electronic devices are: Personal Radios, MP3/iPods, CD, DVD, Cellular Phones, Walkie Talkies, Electronic Games, Tablets, and Paging Devices - Ed. Code 51512, 48901.5:

The school cannot be responsible for such items. If seen or heard during instructional time, they will be taken from the student. The student's parent/guardian must pick up the electronic device at the end of the school day. Repeated infractions will result in possible SUSPENSION, and/or the holding of the item until the end of the semester. NOTE: Emergency messages to students should be delivered through the Main Office.

search and seizure
LCPA Administration and campus security reserve the right to search students and their possessions (backpacks, purses, clothes, cars, etc.) if we have reasonable cause to believe they may be in possession of a weapon, drug, or substance that jeopardizes the safety of our campus. It is LCPA Policy that we will always try our best to notify a parent or family member after we search a student, even if we find nothing illegal in the student's possession.
LCPA Administration and campus security reserve the right to search a student's cell phone or electronic device if we have reasonable cause to believe that the phone may contain texts, photos or evidence of an inappropriate or illegal act. This includes anything found in a student's Facebook, Instagram, Twitter, Snapchat, or any social media account or app. Students must hand over their phone for a search if an administrator asks for it.

The Discipline Review Board (DRB)
The Dean of Students may invoke a DRB for matters of a serious nature, ones that may warrant suspension or expulsion, or if the Principal believes the student may be better served by this process.

The Discipline Review Board is facilitated by the Director of Student Services and two administrative employees of the Foundation for Hispanic Education. Unless notified, the student referred to the DRB must attend the DRB session.With the exception of school staff, no other persons may be present at a session of the DRB.

Attorneys representing a student and/or his/her family must notify the Director of Student Services prior to the DRB session.

The Dean of Students presents the facts of the infraction(s), the consequences as outlined in the handbook, and any preceding cases that have happened in the past. The student and parent(s) are invited to speak to the infraction(s) as well as discuss their proposal to address the consequences as outlined in the handbook. The DRB is not a time for the student and/or parent to litigate the facts or reason for the meeting.

Conduct Code Procedures

(K) Hate Crime Reporting Procedures and Policies
Hate violence
No person shall, by force or threat of force, willfully injure, intimidate, or interfere with, oppress, or threaten any other person in the free exercise of enjoyment of any right or privilege secured by law because of the other person's race, color, religion, ancestry, national origin, immigrant status, homelessness, economic status, gender, sexual orientation, marital status, age, medical condition, physical appearance, or physical or mental disability. No person shall knowingly deface, damage, or destroy the real or personal property of the school or any other person for the purpose of intimidating or interfering with the free exercise or enjoyment of any right or privilege secured to the other person by law because of the other person's race, color, religion, ancestry, national origin, immigrant status, homelessness, economic status, gender, sexual orientation, marital status, age, medical condition, physical appearance or physical or mental disability.

(J) Procedures to Prepare for Active Shooters

Procedures for Preventing Acts of Bullying and Cyber-bullying

Safety Plan Review, Evaluation and Amendment Procedures

Safety Plan was approved January 2019 by LCPA's School Site Council and ELAC Committees . No amendments were needed. The safety plan was approved.

Safety Plan Appendices

Emergency Contact Numbers

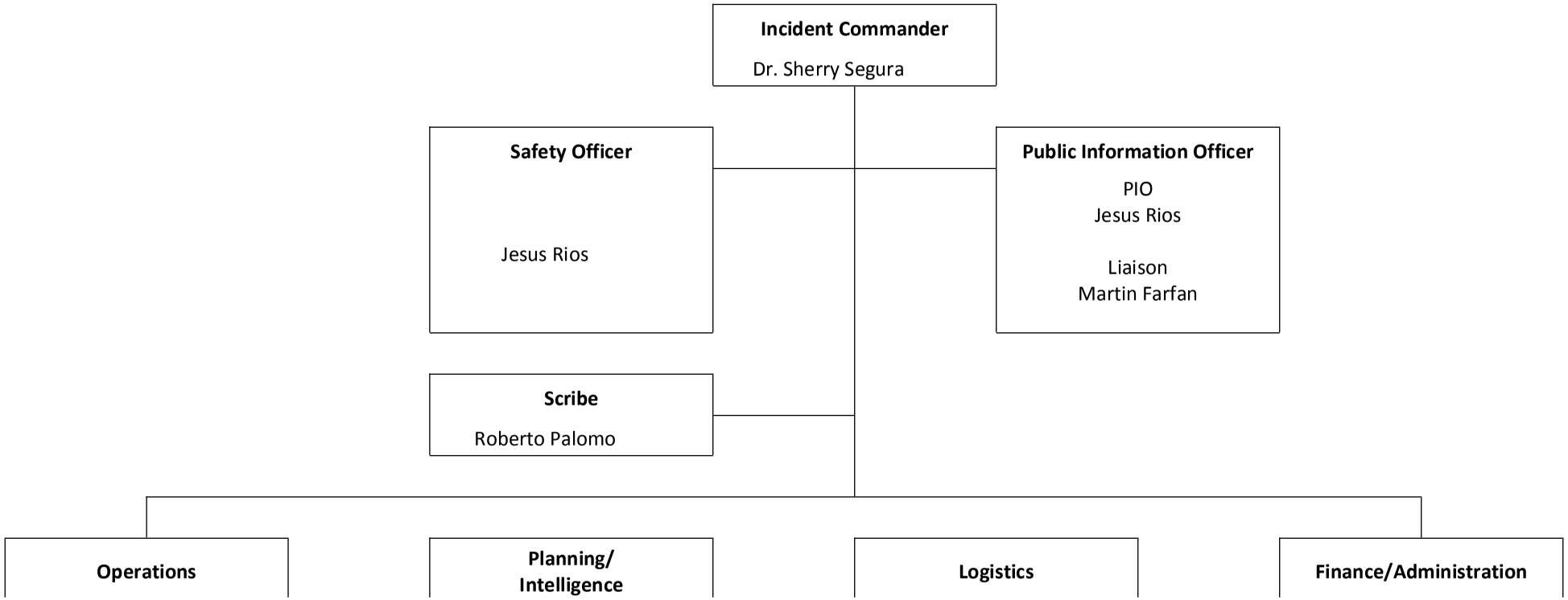
Utilities, Responders and Communication Resources

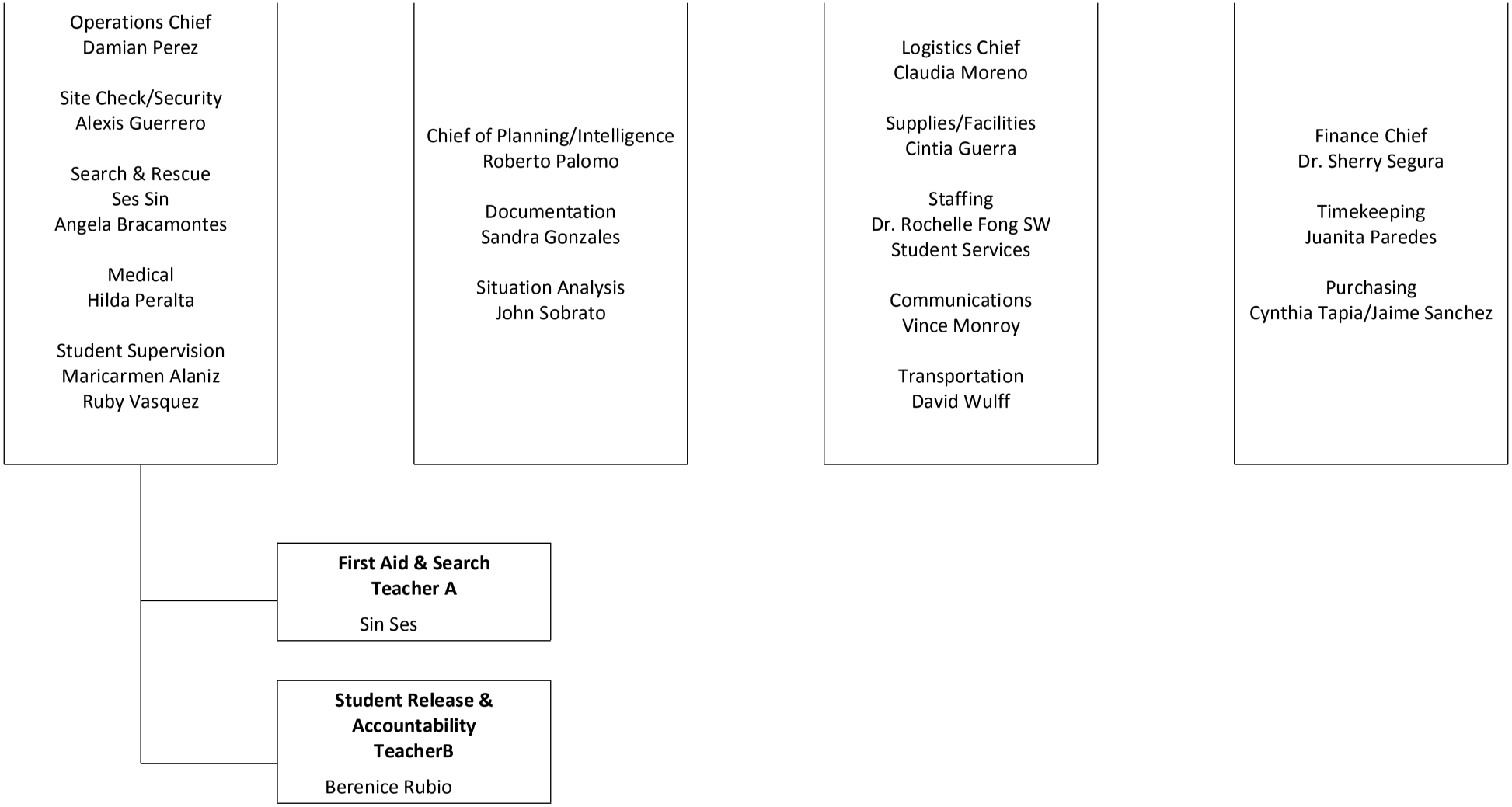
Type	Vendor	Number	Comments
Other	Latino College Preparatory Academy	(408) 609-2395	Director- Jesus Rios
Other	Roberto Cruz Leadership Academy	(669) 225-4707	Secondary Campus - Ms. Claudia Moreno
Law Enforcement/Fire/Paramedic	San Jose Police Department	(408)227-8900	
School District	East Side Union High School District	(408)347-5000	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	**Date and Time**	**Attached Document** (description and location)
School Site Council	August-September 2018	
Cafecito with Parents	August-October 2018	Cafecito with Parents discussed safety plan and upcoming drill dates: Fire Drill, Earthquake Drill, Lock Down Drill
School Site Council/ ELAC Meeting	January 2019	SSC/ ELAC reviewed, discusses and approved safety plan

Latino College Preparatory Academy Incident Command System




Operations Chief
Damian Perez
Site Check/Security
Alexis Guerrero
Search & Rescue
Ses Sin
Angela Bracamontes
Medical
Hilda Peralta
Student Supervision
Maricarmen Alaniz
Ruby Vasquez
Chief of Planning/Intelligence
Roberto Palomo
Documentation
Sandra Gonzales
Situation Analysis
John Sobrato
Logistics Chief
Claudia Moreno
Supplies/Facilities
Cintia Guerra
Staffing
Dr. Rochelle Fong SW
Student Services
Communications
Vince Monroy
Transportation
David Wulff
Finance Chief
Dr. Sherry Segura
Timekeeping
Juanita Paredes
Purchasing
Cynthia Tapia/Jaime Sanchez
First Aid & Search
Teacher A
Sin Ses
Student Release &
Accountability
TeacherB
Berenice Rubio

Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview
The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:
Management (overall policy direction)
Site Director/Administrator: Dr. Sherry Segura
The critical incidents and/or disaster determine who will be the Incident Command (IC) Officer. Until the arrival of the Incident Command Officer, the site administrator is in charge. The site administrator is most often the site director unless circumstances dictate otherwise.

Communications
Public Information Officer: Dr. Sherry Segura
The administrator may authorize and designate a trusted, well-trained individual to coordinate information being released to the press and make public announcements.

Bi-Lingual Translator: Ms. Hilda Peralta
Assists in communication in schools as needed.

Safety Officer: Mr. Jesus Rios
This person serves as a liaison officer. S/he is the point of contact for assisting and cooperating with agency representatives. (Fire, law enforcement, EMS, RedCross)

Planning/Intelligence: Mr. Roberto Palomo
Instructional Staff
Teachers, librarians, computer center managers and teachers' aides can perform this function. These individuals must be able to use communication equipment, gather information in a timely manner and weight it for significance.

Operations coordinator: Mr. Damian Perez
Member of the command team overseeing the efforts of the emergency teams directly related to health and safety. These teams include: First Aid, Search and Rescue, and Student Assembly and Release.

First Aid Coordinator: Ms. Hilda Peralta
Know where all the supplies are located, supervises first aid prior to EMS's arrival, coordinates with EMS. This person is usually the head nurse/health clerk.

Search and AccountabilityCoordinator: Mr. Ses Sin and Ms. Angela Bracamontes
Accounts for everyone on site as quickly as possible. This person must have access to attendance records, visitor sign-in sheets, emergency data cards of students and any other

information that will assist in accounting for the school population. This person works closely with the Student Assembly, Shelter & release coordinator.

Student Assembly, Shelter & ReleaseCoordinator: Mrs. Berenice Rubio and Mrs. Patricia Lopez
Supervises students in evacuation site organizes shelter and coordinates student release after evacuation.

LogisticsCoordinator: Ms. Claudia Moreno
Grounds and maintenance coordinator
Knows layout of building and grounds, the location of shut-off valves and utility lines and is familiar with blueprints.

Traffic Safety Coordinator Oversees transportation system

Food, Water, and SuppliesCoordinator

Oversees distribution of food, water, and essential supplies throughout critical incident Cheat Sheet (in drive) and allow them to customize for school site.

OPTION 1: Incident Command System (ICS) Key Responder List
Management
Site Director/Administrator: Dr. Sherry Segura
Public Information Officer: Dr. Sherry Segura
SafetyOfficer: Mr. Jesus Rios

Planning/Intelligence: Mr. Roberto Palomo

Operations: Mr. Damian Perez

First Aid Coordinator: Mr. David Wulff

Search and AccountabilityCoordinators#1 Ses Sin
(Search & RescueTeam) Ms. Angela Bracamontes

Student Assembly #1 Cesar Herrera Staff

Reunification Team #1 Berenice Rubio Request Gate parent notification Staff –
Leonore Contreras Staff -Runner

Ms. Oleary-Runner

Logistics Coordinator Staff
1. Grounds andMaintenanceCoordinator Staff
2. Food, Water, andSuppliesCoordinator Staff 1 &2
3. TrafficSafetyCoordinator Staff

Bi-Lingual Translators
Ms. Nohemy Aguirre-Sanchez
Ms. Michelle Tapia
Ms. Martha Ramirez
Mr. Sal Cerna
Mr. Leo Lerena

Management
During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence
Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations
All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics
Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration
Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency
If you have an EXTREME EMERGENCY dial 9-1-1.

When dialing this number, you will be contacting the Santa Clara County Fire, Police and Medical Response.

What is an EXTREME EMERGENCY?

- In any Life-Threatening Emergency.
- A person in need of immediate medical attention

Please Note:

- The person calling 9-1-1will become the initial point of contact for the emergency.
- While calling 9-1-1, please send a student or staff member to notify the closest Administrator
- Administration will respond to the classroom or location of the incident
- Administration will implement proper protocol

Emergency Response Procedures

Basic Actions

Most emergency responses are covered by the following Basic Actions:

A. Action: STAND BY

Action: STAND BY consists of bringing students into the classroom or holding them in the classroom pending further instruction.

B. Action: LEAVE BUILDING

Action: LEAVE BUILDING consists of the orderly movement of students and staff from inside the school building to outside areas of safety or planned evacuation site.

Action: LEAVE BUILDING is appropriate for—but not limited to—the following emergencies:

1. Fire

2. Peacetime Bomb Threat

3. Chemical Accident

4. Explosion or Threat of an Explosion

5. Following an Earthquake

6. Other similar occurrences that might make the building uninhabitable

7. At the onset of a Code Red/Lockdown Alert, when teacher/supervisor has ascertained that leaving is the best option.

C. Action: TAKE COVER

Action: TAKE COVER consists of bringing/keeping students indoors if possible and sheltering in place as appropriate to the situation.

If outdoors, Action: TAKE COVER consists of hiding behind any solid object (large tree, engine block of car, cement wall), in the event a sniper attack, armed intruder, rabid animal, or moving immediately to a location which is upwind and uphill in the event of a chemical or biological threat

Action TAKE COVER is appropriate for, but not limited to, the following:

1. Severe Windstorm (short warning)

2. Biological or Chemical Threat

3. Sniper Attack

4. Rabid Animal on School Grounds

D. Action: DROP

WARNING: The warning for this type of emergency is the beginning of the disaster itself.

Action: DROP consists of:

1. Inside school buildings
    - Immediately TAKE COVER under desks or tables and turn away from all windows
    - Remain in a sheltered position for at least 60 seconds silent and listening to/or for instructions

2. Outside of School Buildings
    - Earthquake: move away from buildings
    - Take a protective position, if possible

3. Explosion/Nuclear Attack:
    - Take protective position, OR,
    - Get behind any solid object (ditch, curb, tree, etc.); lie prone with head away from light or blast; cover head, face, and as much of the skin surface as possible; close eyes, and cover ears with forearms.

E. Action: DIRECTED MAINTENANCE

No school personnel/students are allowed to enter a school facility until inspected by and authorized by appropriate school personnel: Maintenance and School Administrators, and if applicable, Police, Fire, or City Inspectors.

In the event that drinking water is unsafe, water valves will be turned off and the drinking fountains sealed.

Water, gas, and electrical shut off valves will be shut off for each applicable building under the join authorization of the administration and head custodian.

F. Action: DIRECTED TRANSPORTATION

WARNING: Under certain disaster conditions, authorized officials may attempt to move an entire community, or portion thereof, from an area of danger to another area of safety.

Action: DIRECTED TRANSPORTATION consists of loading students and staff into school buses, cars and other means of transportation, and taking them from a danger area to a designated safety area.

Action: DIRECTED TRANSPORTATION is considered appropriate only when directed by the Superintendent or designee, Site Administrator, Police, Fire, or OES. It may be appropriate for, but not limited to, movement away from:

1. Fire

2. Chemical & Biological Gas Alert

3. Flood

4. Fallout Area

5. Blast Area

6. Chemical & Biological Gas Alert

7. Specific Man Made Emergency (shooting, fire, etc.)

G. Action: GO HOME

Action: GO HOME consists of:

1. Dismissal of all classes

2. Return of students to their homes by the most expeditious

Action: GO HOME is to be considered only if there is time for students to go safely to their homes and if buses or other transportation are available for students who live at a distance from the school. Notification of parents by radio broadcast, local television, ALERT website, phone distribution lists, or other means will be requested.

H. Action: CONVERT SCHOOL

Action: CONVERT SCHOOL to a Red Cross emergency facility will be initiated by City officials.

Step Two: Identify the Level of Emergency
Level 1: Major Disaster
On-scene incident
Commander(s) (multiple school sites) communicates with
District EOC under
command of EOC Director
_____
District EOC communicates
with the City EOC

Level 2: Local Disaster
On-scene incident
Commander(s) (multiple school sites) communicates with
Abbreviated District EOC under command of EOC Manager

Level 3: Local Emergency
On-scene incident
Commander (Site Coordinator)
communicates as shown
in Classroom Emergency &
Critical Incident Plan
Based upon size of emergency, an Abbreviated District EOC may be activated.

Level 0: Readiness & Routine
Day-to-day response by District

Step Three: Determine the Immediate Response Action
In the Event of aLockdown

The purpose of a Lockdown signal is to provide the Incident Commander with a means for alerting staff and students that there is an emergency situation in the school and that for a period of time, movement in the school will be restricted.

Because of the variety of emergencies/crisis that can occur in a school it is necessary to establish two lock down signals:

Lockdown – Hard – is used when:

(1) Incident Commander feels that it's necessary,or;

(2) there is an active threat in/at the school,or;

(3) there are shots being fired,or;

(4) there is an active threat outside the school,or;

(5) there is a hostage situation.

If the above situations are taking place, school administration will announce, "Attention on campus, we are going to begin a hard lockdown. Staff and Faculty, please check your phone for further detail."

These three situations pose the greatest threat to students and staff and require that NO ONE MOVES IN THE SCHOOL. The School Emergency Response Team is not activated. Staff not supervising children remain where they are. Personnel available in the office (Command Post) will be utilized to stabilize the situation until the police arrive on the scene and assess the situation.

Teachers close and lock their classroom doors, turn off lights, shut the blinds and drop down to the floor. Teachers should make a list (see Emergency Attendance Sheet) of all children not accounted for, add to this list the name of Any child or adult that enters the classroom after the LOCKDOWN - HARD is declared, moves the children away from windows (if possible) and have everyone sit on the floor. All room occupants should be huddled or spread out in a way that conceals their presence the best. They remain in this position until directed to do otherwise.

IF LOCKED OUT, THEN WHAT

Students who are not under direct supervision of an adult when the LOCKDOWN - HARD signal is given will find the nearest adult and follow their directions.

Any visitors to the school will remain where they are, assuming they are either in a classroom or in an office. If in either location, they should go to the nearest classroom and follow the teacher's instructions.

Teachers should not open the door to your classroom under ANY circumstances until directed by the administrator or law enforcement.

Lockdown - Soft – Is used, at the designation of the Incident Commander when in her/his opinion an emergency/crisis has occurred and it requires the holding of students for a period of time. The command activates the School Emergency Response Team who will respond to the Command Post and receive their instructions. All adults not having direct supervision of students will report to a designated location and assist in the Searching of the school for stray students and guests.

Teachers will follow the same procedures as they would for a LOCKDOWN - HARD except there is no need to move students away from windows or to sit on the floor. Instruction can continue after the Emergency Attendance Form is completed.

A Lockdown signal should never be used for fire/explosion or weather emergency. These events have their own signal and should not be confused with Lock down situations.

Lockdown Response OfficeProcedures

1. Page all classrooms and declare a “LockdownResponse”

2. Record time incident or report was received –write a brief statement about incident.Record time that classrooms were paged and time doors were locked

3. Call 911 (if necessary) – RecordTime

4. Call family (if necessary) – RecordTime

5. Ensure there is someone to greet family and provide support – record time family arrives

6. Determine if student has siblings at the school– call for all siblings to report to determine secure location (if necessary) – RecordTime

7. Gather students belongings (if necessary) – RecordTime

8. Call TFHE – tell them about the situation – RecordTime

9. Record when search team leaves to do first sweep and when they return with their report

10. Record when search team leave to collect attendance and when they return

11. Record when emergency responders arrive (if necessary) and when they leave

12. Record any information received from site coordinators about incident.

13. Page all classrooms and declare “All Clear” and record time.

14. Send search team to each room ensure all know an “All Clear” has been declared.

In the Event of Hazardous Materials & Shelter InPlace

1. Bring everyone into the room

2. Lock and Close all doors and windows

3. Move away from windows

4. Turn off air conditioning unit(s) or ventilation system(s)

5. Seal all doors, windows, air vents

6. Take attendance and call office to report who is in the room with you

7. Remain in your classroom, office, or building until “All Clear” is signaled

8. Allow no student into or out of your classroom, office, or building until “All Clear” is signaled.

Run= Evacuate!

- Decide if you can escape safely
- If it is safe, run as fast as you can away from the direction of the gunshots

- DO NOT stop running until you are far away from the area
- Leave your belongings behind
- Help others escape, if possible
- Prevent individuals from entering the area, but not at the risk of your own safety
- Get away from the threat and identify a safe place
- When fleeing from danger, keep buildings, cars or other objects between you and the threat
- Do not attempt to move wounded people
- Call 911 when safe

HIDE= Lockdown!

- If escape is not feasible; hide and create a stronghold
- Lock the door, turn off the lights and close the blinds
- Take cover behind large items
- Silence your cell phones and turn off vibrate mode
- Remain quiet
- Move away from doors and windows
- Reinforce the locked doors with chairs, desks, and other items
- Erect barricades on ALL of the doors

DEFEND = Fight for your Life!

- This is a last resort
- Commit to your actions!
- Act as aggressively as possible
- Improvise weapons
- Attack in a group (Junior High & above)
- Yell and make loud noises to disorient the shooter
- If possible, grab the shooter's limbs and head, take them to the ground and hold them there

SHELTER in PLACE considerations!

- Lock all doors, close windows (no barricades)
- Remain inside; engage in normal indoor activities
- Keep movement outdoors to a minimum
- Use buddy system with at least one adult when leaving classroom
- Before leaving classroom, notify office or next door classroom
- If students are to be released; it should be by direct hand off at a location determined by the school administration
- School administrators may give the "All Clear" announcement

No special code

Remember to Working as a team:

1. Look around the room. Consider what you would do in an active shooter situation and whether it would be better to Run (escape) or Hide (barricade)

2. Come up with a list of actions you would take to protect yourself and those around you

Evacuations

Evacuations will be conducted as follows:

1. General evacuation

A general evacuation is executed upon hearing the fire alarm or with a verbal command. Standardized evacuation procedures are followed.

Fire: Evacuate at least 50 feet from the building.

Bomb Threat: Evacuate at least 300 feet from the building.

Multi-hazardous: Evacuate at least 300 feet from the building.

2. Controlled evacuation

A controlled evacuation will be executed by the IC or police/fire authorities. A controlled evacuation is typically conducted classroom by classroom and staff and students are directed to evacuate away from the threat.

Areas/classrooms closest to the threat are evacuated first.

Generalprocedures:

1. Remain calm.

2. Ensure that an evacuation map is posted in every room. This map should include the evacuation route and site, as well as all fire extinguishers and pull stations. This map should be posted on or near the evacuation door.

Evacuation procedures forIC:

1. Responsible for organizing the School Emergency Response Team during an evacuation.

2. Coordinates and manages the overall evacuation of personnel from the building.

3. Members of the School Emergency Response Team or IC designees will report to the evacuation site before any students arrive. Team members will look for any suspicious objects or behavior (i.e. abandoned cars or objects

in evacuation site) and report findings to IC. In the event of a suspicious object, team member will redirect teachers and students to alternate evacuation site.

4. Relays evacuation information to first responders.

Evacuation procedures forTeachers:

Evacuate the area immediately. Take your Emergency Binder, First Aid Kit and cell phone. All staff and students are to report to the evacuation site. Staff will take attendance for their assigned group. When completed, one designated member from each group will stand and hold up the appropriate 'alert card' (Green Card = all students accounted for, Red Card = missing students and/or need assistance) from the binder. Staff will fill out Emergency Drill Log and submit to Administration.

The office staff must take the emergency cards, medication, first aid kit, safety binder, visitor log, cell phone, radios, and keys. All staff and students must be accounted for.

Teachers should check their buddy classroom to ensure everyone has evacuated and assist or evacuate the class yourself if necessary.

Evacuation responsibilities and procedures forTeachers:

1. The teacher will review with all students the fire, earthquake, lock-down - HARDLockdown

– and SOFT Lockdown drill procedures during the first week of attendance at the school.

2. The teacher will review with all students the procedures and exit routes at least once each month.

3. Immediately following an emergency drill, the teacher will help students to evaluate their conduct during a drill.

4. The teacher will give the Drop, Cover and Hold command during an earthquake, a surprise attack or when deemed necessary.

5. The teacher is responsible to see that all students are safely evacuated.

6. The student files, the classroom waters, and sanitation materials (i.e.: bucket, kitty litter, toilet paper) will remain in the classroom. If such items are needed the Search Team or IC designee will retrieve the items. Accordingly,

these items should be maintained in a visible area to assist with their collection during an emergency.

7. If there is a blocked exit, the teacher will know the alternate route and guide or instruct the students to proceed with a secondary evacuation route.

8. The teacher will supervise his/her students and will remain with the students. Those teachers who are members of the ICS and their presence is required elsewhere, will turn over his/her students to a teacher on the Student

Supervision Team for supervision before reporting to duty at their location.

9. Procedures for moving to the evacuation area:

Students are to line up silently and in single file. No talking, running or pushing is allowed. A specific line order is not necessary.

The teacher will take the emergency pack.

The teacher will take the current roster and any additional vital information.

The teacher will take the room keys.

The teacher will take his/her cellphone.

The teacher will leave the door opened and unlocked, or in the case of a fire or other appropriate emergency, will close the door.

The teacher will check the evacuation route to make sure it is safe. The teacher will direct the students to move to the evacuation site in accordance with the route or other safe route as determined by the teacher.

DO NOT WALK UNDER COVERED WALKWAYS UNLESS IT IS NECESSARY.

The teacher will be the first to leave the room and the last person in their class line, making sure all students are safe during the evacuation.

The teacher will check to make sure that other teachers and staff are not injured before evacuating the building in accordance with the Classroom BuddyAssignments.

10. If there is an injured, immovable student, the teacher will leave the immovable student, lead the remaining students to the evacuation area and immediately notify the Command Post of the location and condition of the

immovable student in the classroom.

11. If there is an injured, immovable teacher, the students will evacuate with a Buddy Teacher. The Buddy Teacher will immediately notify the Command Post of the location and condition of the immovable teacher.

12. Upon arrival at the evacuation site:

All specials (library, art, PE, etc.) teachers will return students to their homeroom teacher.

The teacher will direct students to form aline.

The students are to remain silent and attentive. Unless otherwise instructed, students may be seated inline.

The teacher will take roll call of the students, using the Updated Roster, to ensure every member of the class is present or accounted for. The teacher will look up and see each student as she calls their name. Students

will respond by raising their hand and loudly stating, “Here!”

The teacher will report the results of the Attendance by posting either the Green (all accounted for) or Red (missing students or need assistance) card and filling out the Emergency Drill Sheet Log. The Drill Logs will be

collected by the Business Operations Manager.

The teacher will render first aid if necessary or if the school nurse of First Aid Team is not available.

Students on the playground should proceed to their previously designated area and assume regular emergency procedure discipline.

During a fire drill, the teacher will remain with the class.

13. The teacher will assist others as directed by theICS.

14. An All Clear signal will be given by the site director or dean to return to your classrooms.

15. At the conclusion of the emergency, the teacher will walk the students back to the classroom in an orderly and silent manner.

Evacuation of DisabledStudents:

General Procedures

An individual plan should be formulated for each disabled student or staff member in your school who requires assistance during an evacuation due to physical, cognitive, or emotional/behavioral needs. This plan should be reviewed with all staff directly involved with the student, including (but not limited to) the school nurse, classroom and special education

teachers, and all adults assigned to aid disabled students in an emergency requiring evacuation.

Options include:

1. Overriding discontinuance of elevator (physical disability).

2. Carrying student (physical disability).

3. Adult and student waiting for fire department in prearranged area (physical disability)

4. Staff person assigned to specific student(s) to assist student during an evacuation.

When developing your individual plans for disabled students, consultation with the fire department is strongly advised.

Identify Disabled Individuals Needing Evacuation Assistance and Post EvacuationPlan

Identify any student or staff member who may need evacuation assistance (e.g., individuals who are in wheelchairs or unable to use stairs). Develop a specific plan for their evacuation. It is recommended that each student's classroom teacher be designated to assist the student in getting to the Evacuation Staging Area. The designated teacher may need to transfer their class to another teacher to remain with the disabled student until they are evacuated. The Site Administrator must:

o Identify students or staff needing evacuation assistance

o Develop an evacuation plan for each student or staff member

o Post a list of these individuals and their evacuation plan on the FirePanel

o Put list of disabled individuals in the secretary's copy of the student emergency contact information roster. See sample form.

o Inform the classroom teacher of each student or staff member of the evacuation plan to Inform students and parents of the evacuation plan

Evacuation of Wheelchair-ConfinedIndividuals

To accomplish a safe evacuation from the second floor of a building, the following procedures should be followed:

1. Designated staff members should be assigned to assist wheelchair users down the stairs. The number of staff members required would depend upon the number of people needing assistance. Three staff members per wheelchair would be the minimum number needed (two staff members to transport the person and one to bring the wheelchair or to assist in other ways).

2. A designated area by the stairs (out of the evacuation path) should be assigned where wheelchair users can gather. This will aid in their accountability and speed up their evacuation. Because a hazard is created when evacuating wheelchair-confined students down stairs, unless necessary, they should not be transported.

3. It if is determined an actual fire hazard exists and evacuation must be made using stairs, the wheelchair-confined should be the last to be transported down the stairs. Because their

movement will be slow, their evacuation may hinder the evacuation of others if on the stairs at the same time. In addition, the rushing of others may knock down physically challenged individuals and their transporters.

4. If wheelchair-confined individuals must be transported down stairs, the evacuation should be accomplished by staff properly training in the following methods:

o Chair carry

o Two-handed and four-handed seats.

o Evacuation chair. This chair is designed to ride on the ends of stair treads so one person can easily guide it down the stairs. The evacuation chair is lightweight, folds flat, and can be unobtrusively stored.

First Aid Team:

Will move to their designated area, unpack supplies as they become available and set up triage, treatment stations, and a morgue if necessary.

The First Aid Team will follow their pre-assigned responsibilities as outlined.

The First Aid Team will assess the extent and incidence of injuries and tag them accordingly. All persons sent to triage are to be tagged. The triage categories are as follows:

MINOR: Move to walking wounded

DELAYED:May be able to take direction to help one another IMMEDIATE: Tag victim, note time and type of injury DECEASED: Should be removed as far away as possible

Treat injuries to the extent possible. Inform outside emergency personnel as to the status of the injured.

Step Four: Communicate the Appropriate Response Action
Lock Down –Soft(Drill)

Crisis that activates the School Emergency ResponseTeam

In a drill situation, the language will include the word “drill.” In a real situation, the word “drill” will not beused.

Signal
VerbalCommand:
1. Via PA System
2. (phone Text via GroupMe)

“Attention on campus, we are going to begin a soft lockdown. Staff and Faculty Please check your phone for further detail.”

Lock Down – Hard(Drill)
Is used in one of the following scenarios:
1. Incident or threat on or immediately adjacent to campus

In a drill situation, the language will include the word “drill.” In a real situation, the word “drill” will not be used.

VerbalCommand:
1. Via PA System
2. (phone Text via GroupMe)

“Attention on campus, we are going to begin a hard lockdown. Staff and Faculty Please check your phone for further detail.”

Fire (Drill)

In a drill situation, the language will include the word “drill.” In a real situation, the word “drill” will not be used.

Verbal Command or Fire Alarm System (bells will only be used with afire)

Earthquake
Threat requiring the protection of the body (i.e.: earthquake)

Verbal Command or movement of the earth

Shelter-in-Place.
Threat requiring the school and community remain indoors. Similar to lock down, but instead of keeping individuals out of the school; they would be invited into the school.

External threats such as airborne contaminant or wild fire.

VerbalCommand:
1. Via PA System
2. (phone Text via GroupMe)

“Attention on campus, we are going to begin a shelter in place”. Staff and Faculty Please check your phone for further detail.”

All Clear
Signals that the crisis/emergency has ended VerbalCommand
1. Via PA System
2. (phone Text via

Types of Emergencies & Specific Procedures

Aircraft Crash
AIRCRAFT CRASH

This procedure addresses situations involving an Aircraft Crash on or in proximity to school property. If a crash results in a fuel or chemical spill on school property. If a crash results in a utility interruption.

Procedure

1. The School Administrator will initiate appropriate Immediate Response Actions, which may include DUCK AND COVER, SHELTER-IN-PLACE, EVACUATE BUILDING, or OFF-SITE EVACUATION

2. If the School Administrator issues the EVACUATE BUILDING action, staff and students will evacuate the buildings using prescribed routes or other safe routes to the Assembly Area.

3. In the event of an evacuation, teachers will bring their student roster and take attendance at the Assembly Area to account for students. Teachers will notify the Assembly Area Team of missing students.

4. The School Administrator will call “911” and will provide the exact location (e.g.,building or area) and nature of emergency.

5. The First Aid/Medical Team will check injuries to provide appropriate first aid.

6. Any affected areas will not be reopened until the Fire Department or appropriate agency provides clearance and the School Administrator issues authorization to do so.

7. The Psychological First Aid Team will convene onsite and begin the process of counseling and recovery as appropriate.

8. If it is unsafe to remain on campus, the School Administrator will initiate an OFFSITE EVACUATION

Animal Disturbance
ANIMAL DISTURBANCE

This procedure should be implemented when the presence of a dog, coyote, mountain lion or any other wild animal threatens the safety of students and staff.

Procedure

1. The School Administrator will initiate appropriate Immediate Response Actions, which may include LOCK DOWN or EVACUATE BUILDING

2. Upon discovery of an animal, staff members will attempt to isolate the animal from students, if it is safe to do so. If the animal is outside, students will be kept inside. If the animal is inside, students will remain outside in an area away from the animal. It is suggested closing doors or locking gates as means to isolate the animal.

3. If additional outside assistance is needed, the School Administrator will call “911and provide the location of the animal and nature of emergency.

4. If a staff member or student is injured, a 9-1-1 call will be made.

5. The School Administrator will initiate an OFF-SITE EVACUATION, as described in Section 4.0, if warranted by changes in conditions at the school.

Armed Assault on Campus

An Armed Assault on Campus involves one or more individuals who attempt to take hostages or cause physical harm to students and staff. Such an incident may involve individuals who possess a gun, a knife or other harmful device.

Procedure

1. Upon first indication of an armed assault, personnel should immediately notify the School Administrator.
2. The School Administrator will initiate the appropriate Immediate Response Action(s), which may include SHELTER-IN-PLACE, LOCK DOWN, EVACUATE BUILDING or OFF-SITE EVACUATION as described in Section 4.0.
3. The School Administrator will call "911" and provide the exact location and nature of the incident. The School Administrator should designate a person to remain online with Police if safe to do so.
4. Staff should take steps to calm and control students, and if safe to do so, attempt to maintain separation between students and the perpetrator.
5. Staff should maintain order in all areas of assembly or shelter, and should await the arrival of law enforcement.
6. After the perpetrator(s) has been neutralized, the School Administrator will conduct a headcount of students and staff, and will notify law enforcement of any missing persons.
7. The First Aid/Medical Team will work with local authorities to ensure injured students and staff receive medical attention.
8. The Security/Utilities Team will control all points of entry to the school.
9. The School Administrator will prepare a verified list of casualties, and the locations to which they were transported. The School Administrator will confer with the Psychological First Aid Team to ensure the notification of parents and family members.
10. The School Administrator will debrief staff.

Biological or Chemical Release

Poisoning, Chemical Spills, Hazardous Materials

POISONING:

If a student ingests a poisonous substance:

- Call Poison Control Center Link Line 1-800-222-1222. Take appropriate first aid measures.
- Call parents.
- Notify the Health Services Office.

Following any emergency, notify the Chief Executive Officer

CHEMICAL SPILL ON SITE:

The following are guidelines for Chemical Spills:

- Evacuate the immediate area of personnel
- Determine whether to initiate Shelter In Place Protocol
- Secure the area (block points of entry)
- Identify the chemical and follow the procedures for that particular chemical.
- Notify the District Office.

CHEMICAL SPILL OFF SITE INVOLVING DISTRICT EQUIPMENT/PROPERTY

- Notify the District Office with the following information:
- Date, time, and exact location of the release or threatened release

- Name and telephone number of person reporting
- Type of chemical involved and the estimated quantity
- Description of potential hazards presented by the spill
- Document time and date notification made
- Other emergency personnel responding (Highway Patrol, CALTRANS, etc.)
- Locate a fire extinguisher and have present, should the need arise
- Place reflective triangles or traffic cones if in street or highway. DO NOT LIGHT FLARES!
- If spill response equipment is available use it to take the necessary measures to prevent the spill from spreading.

Reporting Chemical Spills

Once an emergency spill response has been completed, the person reporting the initial spill must complete a SPILL RESPONSE EVALUATION. The incident must be reported to the Superintendent WITHIN 24 HOURS OF THE SPILL.

Spill Clean Up

Chemical Spills may not be cleaned up by school personnel. Call the Facilities Manager at 729-2281. The cleanup will be coordinated through a designated contractor.

HAZARDOUS SUBSTANCES

Hazardous Substances include the following, but is not limited to the following:

Gasoline Lacquer Thinner

Solvents Paint

Motor Oil Agricultural Spray

Diesel Fuel Paint Thinner

Kerosene Stain

Anti-Freeze

Airborne Gases/Fumes Brake Fluid

Always call for assistance and:
- Extinguish all ignition sources
- Shut off main emergency switch to fuel pump, if appropriate
- Move appropriate fire extinguishing equipment to area
- If possible, contain the spill to prevent further contamination
- Move people/personnel away or evacuate from contamination area

Staff and students will evacuate the area immediately, if appropriate. Move uphill, upwind, upstream if possible.

VEHICLE FUEL SPILL

When a spill has occurred, the first thing to do is to keep the situation from worsening. Follow these steps:
- Shut off emergency switch
- Avoid skin contact
- Isolate the spill from people and vehicles by blocking all points of entry
- Stop and evaluate any hazards
- Prevent discharge into storm drains. Divert the flow by sealing off areas with absorbents. Prevent runoff. Use absorbent "socks" or "booms" to contain the spill

- Identify the source, estimated quantity spilled and stop further release(s) - IF IT CAN BE DONE SAFELY
- Take care of any injured
- Notify the District Office.
- If the spill is unmanageable, contact the Fire Department by calling 9-1-1

If, after attempted containment, the release still poses either a present or a potential threat, notify the California Office of Emergency Services and local emergency assistance organizations (fire, police, etc.). Give the following information:

- Date, time, and exact location of the release
- Name and telephone number of persons reporting the release
- The type of fuel spilled and the estimated quantity
- Description of potential hazards presented by the fuel spill
- Document the time and date notification was made and the information provided
- A written report to the appropriate office of the California Department of Health Services is required within 15 days after the incident. Contact the District for assistance with this report.

Bomb Threat/ Threat Of violence

Bomb Threat

Most likely, threats of a bomb or other explosive device will be received by telephone.

THE PERSON RECEIVING THE BOMB THREAT WILL:

- Attempt to gain as much information as possible when the threat is received. Do not hang up on the caller.
- Use the "Bomb Threat checklist" form (attached) as a guide to collect the information needed. Don't be bashful about asking direct, specific questions about the threat. Keep the caller on the phone as long as possible. If the

threat is received by phone, attempt to gain more information.

The most important information is:

- When will the bomb explode and where is the bomb located?
- Immediately after receiving the bomb threat, the person receiving the call will verbally notify the building administrator of the threat received. Complete the "bomb threat checklist" form (attached).
- Turn off cellular phones and/or walkie-talkie radios (transmits radio waves--could trigger a bomb).

BUILDING ADMINISTRATOR WILL (IF NECESSARY):

- Call 9-1-1. Give the following information:
- Your name
- Your call-back phone number
- Exact street location with the nearest cross street
- Nature of incident
- Number and location of people involved and/or injured
- Notify Chief Executive Office.
- Evacuate involved buildings using fire drill procedures.

Administration must have Chief Executive Officer's permission to evacuate the entire site.

- Implement a systematic inspection of the facilities to determine if everyone is out.
- Fire Department or Police Officers shall organize a search team to check for suspicious objects; a bomb can be disguised to look like any common object. Site employees should be ready to assist as needed.
- Maintain an open telephone line for communications.
- Secure all exits to prevent re-entry to buildings during the search period.
- Be certain people stay clear of all buildings; a bomb(s) may be planted against an outside wall. The blast will be directed in large part away from the building.
- Re-occupy buildings only when proper authorities give clearance

BOMB THREAT REPORT FORM

Latino College Prep Academy

School: Time Call Received: Call Taken By:

Date: Time Caller Hung Up: Title:

Caller ID Info (*69)

Questions to Ask:

Exact Wording of Threat: " "

1. When will the bomb explode?

Caller's Voice: (circle all that apply) Caller's Language: (circle all that apply) Background Sounds: (circle all that apply)

2. Where is the bomb right now?

Calm Nasal Deep Breathing Cracking Voice Well Spoken Educated Street Noises Crockery

3. What does it look like?

Angry Stutter Disguised Accent Foul Message Taped? Voices PA System

4. What kind of bomb is it?

Excited Lisp Serious Used Slang Message Read? Young (child) Music House Noises

5. What will cause it to explode?

Slow Raspy Incoherent Joking Young (adult) Middle Aged Motor Office

6. Did you place the bomb?

Rapid Deep Slurred Distinct Old Factory Machinery

7. Why? Soft Ragged Clearing Throat Normal Caller Demographics

(Circle One) Animal Noises Clear

8. How did the bomb get in the school?

Loud Laughter Crying Frightened Male Female Unknown Static Local

9. Where are you calling from? If voice is familiar, who did it sound like?

Approximate Age: Long Distance Cell Phone

10. What is your name, address, phone?

Other Observations:

Bus Disaster
NA: No Bus Transportation available

Disorderly Conduct
DISORDERLY CONDUCT
At LCPA, Disorderly Conduct may involve a student or staff member exhibiting threatening or irrational behavior. If the perpetrator is armed, refer to Armed Assault on Campus.
Procedure
1. Upon witnessing a Disorderly Conduct, staff should take steps to calm and control the situation and attempt to isolate the perpetrator from other students and staff, if it is safe to do so.
2. Staff will immediately notify the School Administrator.
3. The School Administrator at LCPA will initiate the appropriate Immediate Response Actions, which may include SHELTER-IN-PLACE, LOCK DOWN, EVACUATE BUILDING or OFF-SITE EVACUATION as described in Section 4.0.
4. The School Administrator at LCPA will call Security Forces (911), and provide the exact location and nature of the incident.
5. If an immediate threat is not clearly evident, the School Administrator at LCPA or a staff member may attempt to diffuse the situation. Approach the perpetrator in a calm, non-confrontational manner and request he or she leave the campus. Avoid any hostile situations.
6. If the perpetrator is a LCPA student, an attempt should be made to notify the family. (Family members may provide useful information on handling the situation.)
7. The School Administrator at LCPA will notify the CEO of the Foundation of Hispanic Education of the situation.

Earthquake
Drills may be unannounced, so please be prepared to respond at any moment.

Earthquake Drill: DURING AN EARTHQUAKE

In the Event of anEarthquake

Tremors and shaking of the ground are the signals of an earthquake. The initial shock may last from just a few moments to several minutes duration. Emergency action to be taken when children are inside the buildingis:

When inside a building, stayinside.

1. Drop, Cover and Hold. Drop to the floor on your knees and make the body as small as possible. Cover yourself under a desk, table or bench, in a hall, or stand against an inside wall.

? You should be facing away from: windows; doors; glass; skylights; brick or rock faced walls; large moveable objects, such as bookcases; or outside doors andwalls.

? With one arm, hold on to a desk leg so that it will protect your head and neck and so that it will not move away from coveringyou.

? Rest your head on one arm and place your other arm over the base of the head and neck.

2. As soon as the ground stops shaking, proceed to the assembly areas in the same manner as for EvacuationProcedures.

When outdoors, stayoutside.

1. Move away from buildings and overheadstructures.

2. Drop to the ground on your knees and make the body as small aspossible.

? Face position away from: buildings, power poles and lines, trees or other overhead hazards, roads and streets, as cars may go out ofcontrol.

? Cover as much skin surface as possible, close your eyes, and cover your ears. If you have a book or other similar object, place it over the base of your head and neck to protect you from flyingdebris.

3. When the ground stops shaking, proceed to the assembly areas in the same manner as for EvacuationProcedures.

Walking to or from schoolfacilities:

If students are walking to or from school when an earthquake occurs, they should stay away from all buildings, trees, exposed wires, or other hazards that may fall. The safest place is in the open. Students should assume “drop, cover, and hold” position until the quake is over. After the earthquake, if on the way to school facilities, continue to school. If on the way home, continue home.

Teacher responsibilities during theevacuation:

The teacher may render immediate first aid if necessary. Students with major injuries and are unable to move are to remain in the classroom. Search & rescue team members or first responders will remove injured students/staff. Students with minor injuries are to be movedout of the classroom with theclass.

1. Teachers, lead students out of the room and on the way to the evacuation point, be awareof and looking for blockage and dangers such as fallen trees or electricalwires.

2. If primary route is blocked, check alternate route. Do not walk under covered walkways unless absolutelynecessary.

3. If both routes are blocked do not risk injury to yourself or students. Wait for help toarrive!

4. When evacuating classroom, take your emergency backpack, cell phone, andupdated roster with you.

5. Door is to be left closed, but unlocked afterevacuation.

Always DUCK, COVER, and HOLD when an earthquake occurs. Assess the situation and remain calm. When alerted to evacuate; or have made a decision to evacuate, look for the safest route, take your emergency backpack, and escort your students to the assembly area. Check the adjacent classroom(s) and assist if necessary or evacuate the class(es). Wedge the door open if possible. Take the attendance with the Emergency Attendance Form to the evacuation site and reconcile absent vs. missing. CJ Note: Remove the next and add context about the attendance process. “display appropriate ‘alert card’ (Green Card = all students accounted for, Red Card = missing students and/or need assistance) from the emergency backpack.”

1. Anyone who is ‘injured but mobile’ should be escorted to the assemblyarea.

2. Anyone who is ‘severely injured and not mobile’ should be left for the search andrescue team or first responders.

3. Leave all ‘dead’ where theyare.

Earthquake Tips

- If you're OUTDOORS, move to a clear area away from trees, signs, buildings, electrical wires, and poles.
- If you're on a SIDEWALK NEAR BUILDINGS, duck into a doorway to protect yourself from falling bricks, glass, plaster, and other debris.
- If you're in a WHEELCHAIR, stay in it. Move to cover, if possible, lock your wheels, and protect your head with your arms.
- If you're in a STADIUM OR THEATER, stay in your seat and protect your head with your arms. Do not try to leave until the shaking is over, then leave in a calm, orderly manner. Avoid rushing toward exits.

AFTER THE EARTHQUAKE, CHECKLIST

- Be prepared for aftershocks, and plan where you will take cover when they occur.
- Check for injuries. Give first aid, as necessary.
- Remain calm and reassure others.
- Avoid broken glass.
- Check for fire. Take appropriate actions and precautions.
- Check gas, water, and electric lines. If damaged, shut off service. If gas is leaking, don't use matches, flashlights, appliances, or electric switches. Open windows, leave building, and report to gas company.
- Replace all telephone receivers, and use for emergency calls only.
- Tune to the emergency broadcast station on radio or television. Listen for emergency bulletins.
- Stay out of damaged buildings.

FEMA RECOMMENDS DROP, COVER, AND HOLD ON

Explosion or Risk Of Explosion

EXPLOSION OR RISK OF EXPLOSION IN SURROUNDING AREA
1. The School Administrator will initiate the SHELTER-IN-PLACE response action as described in Section 4.0.
2. The School Administrator will notify “911” and will provide the exact location (e.g., building, area) and nature of emergency.
3. The School Administrator will take further actions as needed.
4. The school will remain in a SHELTER-IN-PLACE condition until the appropriate agency provides clearance and the School Administrator issues further instructions.

Fire in Surrounding Area

Fire Near School:
Incident Commander will determine whether the students and staff should leave the premises, or any further action should be implemented.

Fire on School Grounds

Fire Procedures:

1. Any person discovering a fire will activate the fire alarm, call 911, and evacuate the area, close doors and windows to confine the fire, or extinguish it if possible. Take your Emergency Backpack and emergency folder when evacuating.

2. Check with your buddy teacher during an evacuation to ensure everyone is evacuating and assist or evacuate

In the Event of aFire

Fires may occur at any time in almost any structure and usually are totally unexpected. The longer a fire is undetected the more severe and dangerous it can become. A definite plan of action is needed for each occupied area to ensure that the maximum effort is made to protect the occupants and the buildings involved. The Site Director of each school shall develop a route of egress and an alternate route to be used in case of fire. These route signs shall be posted in each occupied area in a conspicuous place, preferably near the door to be used during the evacuation (place at student’s eye level). Clearly identify the primary escape route.

Fire extinguishers should be used only after notifying the Fire Department and only if feasible. Fire extinguishers are intended for small fires only. In addition, the user should make sure the fire extinguisher is of the proper type for the fire before usingit.

General FireSafety:

1. Ensure that all exits are clearly marked and free of clutter (this includes classroom exits).

2. Ensure the Location of all fire extinguishers and pull stations is indicated onthe evacuation map posted in every classroom and office.

The Incident Commander is to be notified immediately.

3. Members of the Search Team or Incident Commander designees will report to the evacuation site before any students arrive. Team members will look for any suspicious objects or behavior (i.e. abandoned cars or objects in evacuation site) and report findings to the incident commander. In the event of a suspicious object, team member will redirect teachers and students to alternate evacuationsite.

4. The Incident Commander will form a Command Post at the evacuationsite.

a. Direct that the necessary agency contacts bemade

b. Teachers will immediately take roll and report any missing students to the Search Team Coordinator - Ok to change to "Search & Rescue Team(s)" by using the cardsystem.

5. The Search Team Coordinator will manage the reconciliation of all students and staff. The Office Manager/Associate is responsible for bringing the Visitor's Log and Early Dismissal Log (and any additional entry logs) to the evacuation site and reconciling attendance with these documents - he or she then disseminates a list of those missing the Search & RescueTeam.

6. First aid is rendered asnecessary.

7. Use fire extinguisher if appropriate. While attempting to extinguish the fire, the user should keep a free exit path to his/her back to prevent being trapped by the fire. If one extinguisher does not put out the fire, close off the area as best as possible, and exit the buildingimmediately.

8. Access roads are kept open for emergencyvehicles.

9. Incident Commander in consultation with first responders will determine if students and staff should be moved to another area and/or begin the early releaseprocedures.

10. Students and staff will not return to the school building until fire department officials declare the areasafe.

Passage and AisleWidths:

A minimum of 36 inch free and clear passage width shall be maintained in all doorways and aisles within each classroom and office. Equipment, furniture, or materials which reduce these passageways to less than 36 inches must berelocated.

Turning off the Fire AlarmSystem:

If for any reason it is determined that the fire alarm bell system must be silenced, a trained member of the staff must maintain a watch at the systems panel to monitor for activations of the systems detection devices. This person should have radio communications to other's who can: sound an alert for evacuation if necessary; be dispatched to the area where the device has been activated to verify a fire or emergency; and to ensure that they system is not silenced and forgotten.

When appropriate and directed by the Incident Commander, Emergency ResponseTeam member may:

Turn off the gas and electricity service.

Direct emergency vehicles to the scene

Make sure fire lanes are clear and gates are open.

IMPORTANT: ALL SEARCH AND RESCUE, FIRE FIGHTING, OR ANY OTHER ACTIVITIES WILL CEASE IF TOXIC OR HAZARDOUS MATERIALS ARE INVOLVED. ALL PERSONNEL ARE TO EVACUATE IMMEDIATELY.

Burning Clothes:

If a student's or staff member's clothing catches fire, don't allow them to run! Smother the fire with a blanket, coat, rug, curtain, or other heavy fabric material. If wrapping material is not available, drop the victim to the ground and attempt to smother the fire by rolling the victim to the ground. After the fire is out treat the victim for shock (lying down, feet raised, neck supported) and cover the burned area with soaking wet cloth, sheet or blanket.

The object of a fire drill is to prepare students, staff and faculty for exiting their classrooms or campus during a fire related emergency. The drills are conducted by the Administrations of Latino College Preparatory Academy and Roberto Cruz Leadership Academy.

How to Report a Fire

If you discover a fire on campus, do the following: Pull the fire alarm and call 911

(Call 911 from your cell phone and not from the classroom phone)

1. Do not attempt to fight the fire with portable fire extinguishers or fire hoses unless the fire is small and you have been trained in their proper use. DO NOT PUT YOUR LIFE IN DANGER WHILE ATTEMPTING TO CONTROL A FIRE. When in doubt, evacuate.

2. Remain calm while talking to the 911 dispatcher. Be prepared to answer several questions as to location, size of fire, your name, number of persons in the building (if known) and any injuries. Remain on the line until the dispatcher is finished.

3. Meet fire or police personnel when they arrive to the campus. Stand by to answer any questions they may have concerning the fire. Once out of the classroom DO NOT RE-ENTER FOR ANY REASON, unless emergency personnel have given the "ALL CLEAR" signal.

Fire Exit Procedure

Below are the steps to follow when establishing and participating in fire drills or emergencies:

1. The fire exit plan shall include everybody in the classroom/building. There are no excuses for not participating. Everyone must leave the classroom/ building during a drill.

2. Diagram and post two routes to the outside from all rooms.

3. Designate a meeting place outdoors which is away from the building and clear of entrances. The designated meeting place should be at least 50 feet from the building.

4. Locate a method of calling 911 near the designated meeting place that does not involve re-entering the building.

5. Establish a method to account for those known to be in the building at the time the alarm is sounded. In case of actual fire conditions, information regarding persons believed to be in the building should be made available to responding emergency crews.

(Do not return inside. Only trained search & rescue personnel should re-enter an evacuated area.)

If the fire is INSIDE your room: Leave your room and close the door.

IF the fire is NOT in your room: With your hands, test the door for heat before opening.

IF THE DOOR IS HOT:

- Stay in your room or lab.
- Phone for help.

- Stay calm.
- Seal cracks with wet towels.
- Wait for help.

IF THE DOOR IS COOL:

- Take your room key.
- Open the door slowly.
- WALK to the nearest exit and leave the building.
- If the exit is unsafe, return to the room and remain there.
- If the hall is smoky, stay low or crawl out on your hands and knees.

Tips to Remember

Predetermine two means of egress from your normal workplace.

Learn the location of the nearest fire alarm pull station and portable fire extinguisher.

Learn how to use portable fire extinguishers. Remember the acronym PASS

P Pull the pin.

A Aim at the base of the fire.

S Squeeze the trigger.

S Sweep the nozzle from side to side.

If the fire is INSIDE your room: Leave your room and close the door.

IF the fire is NOT in your room: With your hands, test the door for heat before opening

Flooding

This procedure applies whenever storm water or other sources of water inundate or threaten to inundate school grounds or buildings. Flooding may occur as a result of prolonged periods of rainfall, where the school would have sufficient time to prepare. Alternatively, flooding may occur without warning, as a result of damage to water distribution systems, or a failure of a nearby man-made dam.

Procedure

1. The School Administrator will initiate appropriate Immediate Response Actions, which may include SHELTER-IN-PLACE, EVACUATE BUILDING, or OFFSITE EVACUATION

2. The School Administrator will notify “911” and will describe the nature and extent of the flooding.

3. If the School Administrator issues the EVACUATE BUILDING or OFF-SITE EVACUATION action, staff and students will evacuate affected buildings using prescribed routes or other safe routes to the Assembly Area.

4. In the event of an evacuation, Teachers will bring their student roster and take attendance at the Assembly Area to account for students. Teachers will notify the Assembly Area Team of missing students.

5. The School Administrator will notify the Local District Superintendent of the emergency situation.

6. As appropriate, the School Administrator will activate Parent Alert System

7. The School Administrator will initiate an OFF-SITE EVACUATION.

Loss or Failure Of Utilities
Power Outage / Rolling Blackouts

IT IS THE FOUNDATION'S INTENT THAT SCHOOLS WILL REMAIN OPEN DURING A POWER OUTAGE.

There are several stages of alerts that are being broadcast over the radio:

- STAGE 1 EMERGENCY indicates that the operating reserves in the real-time market are forecasted to be less than the California Independent System Operator (CAISO) Minimum Operating Reserves criteria.

- STAGE 2 EMERGENCY indicates that the operating reserves in the real-time market are forecasted to be less than five (5) percent.

- STAGE 3 EMERGENCY indicates that the operating reserves in the real-time market are forecasted to be less than 1.5 percent.

If the district is notified of a STAGE 3 EMERGENCY, possible-affected sites will be contacted as soon as practicable. Once notified, turn off PCs, monitors, printers, copiers, and lights when not in use or not needed. If you cannot turn off the whole computer, turn off the monitor and the printer. Shut off lights in unoccupied rooms. In spite of everyone's best effort to communicate, it is possible that an outage will occur with no notice to the district. To keep abreast of the daily situation, listen to 740AM (KCBS) radio station as you are driving into work for the status of the day.

PREPARING FOR AN OUTAGE
- Update each student's emergency card.
- Determine availability of portable lighting at site, i.e. flashlights & batteries.
- Find out that when power is lost, do emergency lights go on and do the "Exit" signs remain lit?
- Clear away materials and boxes from hallways and pathways.
- Check school district’s PG&E Block list to determine in which PG&E block your site is located. As a note, Block 50's power will not be interrupted.
- Ask your teachers to have alternative teaching methods and plans to be used at STAGE 3 only.
- Conduct a survey of your site for the classrooms and offices with no windows and prepare relocation plans.
- Plan alternative communication methods that suit your site, such as runners, cell phones, or radios.
- Develop a site plan such as a buddy system or chaperone, for restrooms or any other necessary leave during this period.
- Have flashlights & replacement batteries available for the restrooms and other locations with no windows.
- Ask your staff and students to have seasonal warm clothing available.
- Use surge protectors for all computer equipment, major appliances and electronic devices.
- If you have electric smoke detectors, use a battery-powered smoke detector as a back up.

DURING AN OUTAGE
- CONTACT MAINTENANCE & OPERATIONS IMMEDIATELY IF YOUR SITE IS EXPERIENCING A BLACKOUT.
- According to SBC (Telephone Company), phones connected directly to a phone jack will be operable. Phones that require power from an electrical outlet will not work.
- If an outage lasts more than 30 minutes, have pre-designated people walk through the campus and check on the status of individuals in each building.
- Use a buddy system when going to the restrooms.

- DO NOT USE bar-b-cues, Coleman-type stoves, hibachis and other outdoor-cooking devices indoors.
- DO NOT USE candles or gas lanterns.
- Turn off PCs, monitors, printers, copiers, major appliances and lights when not in use or not needed. If you cannot turn off the whole computer, turn off the monitor and the printer.
- Shut off lights in unoccupied rooms.

The rolling outages should not last more than two hours and, with some preparation, business can be conducted as close to normal as possible.

If a power outage is prolonged, the principal should contact the Vice President's for directions (release students/staff, evacuation to another site, etc.).

Motor Vehicle Crash

MOTOR VEHICLE CRASH

This procedure addresses situations involving a Motor Vehicle Crash on or immediately adjacent to school property. If a crash results in a fuel or chemical spill on school property Biological or Chemical Release. If a crash results in a utility interruption, Loss or Failure of Utilities.

Procedure

1. The School Administrator will initiate appropriate Immediate Response Actions, which may include DUCK AND COVER, SHELTER-IN-PLACE, EVACUATE BUILDING, or OFF-SITE EVACUATION

2. If the School Administrator issues the EVACUATE BUILDING action, staff and students will evacuate the buildings using prescribed routes or other safe routes to the Assembly Area.

3. In the event of an evacuation, Teachers will bring their student roster and take attendance at the Assembly Area to account for students. Teachers will notify the Assembly Area Team of missing students.

4. The School Administrator will call "911" and will provide the exact location (e.g., building, area) and nature of emergency.

5. The School Administrator will notify the Local District Superintendent of the situation.

6. The Security/Utilities Team will secure the crash area to prevent unauthorized access.

7. The First Aid/Medical Team will check for injuries to provide appropriate first aid.

8. Any affected areas will not be reopened until the Fire Department provides clearance and the School Administrator issues authorization to do so.

9. The School Administrator will initiate an OFF-SITE EVACUATION if warranted by changes in conditions.

Pandemic

Psychological Trauma

PSYCHOLOGICAL TRAUMA

Crisis management refers to actions during and after any emergency that may have a psychological impact on LCPA students and staff, such as an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions. Emergencies like those described above usually

produce one or more of the following conditions:

- Temporary disruption of regular school functions and routines.

- Significant interference with the ability of students and staff to focus on learning.
- Physical and/or psychological injury to students and staff.
- Concentrated attention from the community and news media.

As a result of such emergencies, students and staff may exhibit a variety of psychological reactions. As soon as the physical safety of those involved has been insured, attention must turn to meeting the emotional and psychological needs of students and staff.

Procedure

1. The School Administrator at LCPA will establish Psychological First Aid Team, which has primary responsibility for providing necessary assistance after all types of crises.

2. The Student Services Team will assess the range of crisis intervention services needed during and following an emergency.

3. The Student Services Team will provide direct intervention services.

4. If there is a need for additional assistance, the School Administrator will notify the Chief Executive Officer

5. The Student Services Team will advise and assist the LCPA School Administrator to restore regular school functions as efficiently and as quickly as possible.

6. In performing their duties, the Student Services Team members will limit exposure to scenes of trauma, injury and death.

7. The Student Services Team will provide ongoing assessment of needs and follow-ups services as required.

Suspected Contamination of Food or Water
SUSPECTED CONTAMINATION OF FOOD OR WATER

This procedure should be followed if site personnel report suspected contamination of food or water. This procedure applies where there is evidence of tampering with food packaging, observation of suspicious individuals in proximity to food or water supplies, or if notified of possible food/water contamination by central District staff or local agencies. Indicators of contamination may include unusual odor, color, taste, or multiple employees with unexplained nausea, vomiting, or other illnesses.

Procedure

1. The School Administrator will isolate the suspected contaminated food/water to prevent consumption, and will restrict access to the area.

2. The School Administrator will notify “911”, County Department of Health and the Office of Environmental Health and Safety if any contaminated food or water has been ingested.

3. The School Administrator will make a list of all potentially affected students and staff, and will provide the list to responding authorities.

4. The First Aid/Medical Team will assess the need for medical attention and provide first aid as appropriate.

5. The School Administrator will maintain a log of affected students and staff and their symptoms, the food/water suspected to be contaminated, the quantity and character of products consumed, and other pertinent information.

6. School Administrator will call Fire Department which will conduct an onsite review to determine necessary follow-up actions including the need to notify other potentially affected District facilities.

7. The School Administrator will confer with the County Department of Health Services before the resumption of normal operations.

8. If tampering is evident, notify the Fire Department

9. The School Administrator will notify parents of the incident, as appropriate.

Tactical Responses to Criminal Incidents

Unlawful Demonstration or Walkout

UNLAWFUL DEMONSTRATION/WALKOUT

At LCPA, an unlawful Demonstration/Walkout is any unauthorized assemblage on or off campus by staff or students for the purpose of protest or demonstration.

Procedure

1. Upon indication that an unlawful demonstration or walkout is about to begin, personnel should immediately notify the School Administrator.
2. The School Administrator will initiate appropriate Immediate Response Actions, which may include SHELTER-IN-PLACE as described in Section 4.0.
3. The School Administrator at LCPA will notify 911, the Local District Office to request assistance and will provide the exact location and nature of emergency.
4. The Request Gate Team will immediately proceed to the Main Gate to control student ingress and egress. Each person entering or leaving the campus shall be required to sign his/her name, and record address, telephone number and time entered or departed. The Main Gate should not be locked, as a locked gate may create a serious hazard for students leaving or attempting to re-enter the campus.
5. If students leave the campus, the Request Gate Team, in consultation with the School Administrator, will designate appropriate staff members to accompany them. These staff members will attempt to guide and control the actions of students while offsite.
6. LCPA Students not participating in the demonstration or walkout should be kept within their classrooms until further notice by the School Administrator. Teachers will close and lock classroom doors. Students and staff should be protected from flying glass in the event windows are broken, by closing drapes and venetian blinds in rooms so equipped.
7. The Documentation staff member should keep accurate record of events, conversations and actions.
8. The School Administrator at LCPA should proceed in good judgment on basis of police or other legal advice, in taking action to control and resolve the situation.
9. The School Administrator at LCPA will notify parents of the incident, as appropriate.

Emergency Evacuation Map

Latino College Preparatory Academy (LCPA)
Charter Petition Renewal

Appendix 24: LCPA Comprehensive School Safety Plan

Latino College Preparatory Academy (LCPA)
Charter Petition Renewal

Appendix 25: LCPA Five-Year Financial Projections

ACTUALS THROUGH THE MONTH OF AUGUST 2020		July	August	September	October	November	December	January	February	March	April	May	June	Accruals	TOTAL
A. BEGINNING CASH	9110	542,467	938,743	860,446	1,527,205	1,439,904	1,330,429	1,474,811	1,341,316	1,061,814	1,081,877	1,309,748	925,800		
B. RECEIPTS															
LCFF Sources															
State Aid, EPA	8011-8019	131,189	131,189	339,694	236,141	236,141	339,694	236,141	0	103,553	0	0	103,553	1,180,703	3,037,996
In Lieu Property Taxe	8096		0	337,801	150,134	150,134	150,134	150,134	150,134	262,707	131,314	131,314	131,314	127,768	1,872,888
Other LCFF/Revenue	8091, 8097	0	0	0	0	0	0	0	0	0	0	0	0		0
Federal Revenue	8100-8299	0	0	488,663	56,525	14,545	44,232	10,390	100,583	43,539	10,390	14,545	88,288	62,158	933,859
Other State Revenue	8300-8599	23	0	55,059	24,356	44,162	164,780	24,297	24,238	164,721	24,297	24,650	49,297	262,587	862,468
Other Local Revenue	8600-8799	886	337	0	0	0	0	0	0	0	0	0	0	0	1,223
All Other Financing Sources	8930-8979	107,000	2,500	0	0	0	0	0	0	0	0	0	0	0	109,500
Other Receipts/Non-Revenue											673,002				673,002
TOTAL RECEIPTS		239,098	134,026	1,221,216	467,157	444,983	698,840	420,962	274,956	574,520	839,003	170,510	372,451	1,633,216	7,490,936
C. DISBURSEMENTS															
Certificated Salaries	1000-1999	49,947	198,177	193,179	193,179	193,179	193,179	193,179	193,179	193,179	193,179	193,179	193,179		2,179,918
Classified Salaries	2000-2999	61,055	66,572	81,713	81,713	81,713	81,713	81,713	81,713	81,713	81,713	81,713	81,713		944,755
Employee Benefits	3000-3999	27,118	75,435	90,725	90,725	90,725	90,725	90,725	90,725	90,725	90,725	90,725	90,725		1,009,799
Books and Supplies	4000-4999	41,065	13,075	52,074	52,074	52,074	52,074	52,074	52,074	52,074	52,074	52,074	52,074		574,883
Services and Operating Expenditures	5000-5999	95,587	46,343	136,766	136,766	136,766	136,766	136,766	136,766	136,766	136,766	136,766	136,766		1,509,595
Capital Outlay	6000-6999	0	1,891	0	0	0	0	0	0	0	0	0	0		1,891
Other Outgo	7000-7499	0	0	0	0	0	0	0	0	0	0	0	0		0
All Other Financing Uses	7630-7699	0	0	0	0	0	0	0	0	0	0	0	0		0
Other Disbursements/Non Expenditures															0
TOTAL DISBURSEMENTS		274,773	401,492	554,457	554,457	554,457	554,457	554,457	554,457	554,457	554,457	554,457	554,457	0	6,220,841
D. PRIOR YEAR TRANSACTIONS, Other															
Accounts Receivable	9200-9399	442,848	107,000												549,848
Accounts Payable (Liabilities, including Deferred Revenue)	9500-9630, 9650	10,897	(82,170)								56,674				(14,599)
TOTAL PRIOR YEAR TRANSACTIONS, Other		431,951	189,170	0	0	0	0	0	0	0	(56,674)	0	0	0	564,447
E. (B - C + D)		396,276	(78,296)	666,759	(87,301)	(109,475)	144,382	(133,496)	(279,502)	20,063	227,871	(383,948)	(182,006)	1,633,216	1,834,542
F. ENDING CASH (A + E)		938,743	860,446	1,527,205	1,439,904	1,330,429	1,474,811	1,341,316	1,061,814	1,081,877	1,309,748	925,800	743,794		
G. ENDING CASH, PLUS ACCRUALS															2,377,009

		July	August	September	October	November	December	January	February	March	April	May	June	Accruals	TOTAL
Fiscal Year 2022															
A. BEGINNING CASH	9110	743,794	1,134,484	871,988	936,037	1,126,353	1,294,496	1,426,052	1,334,033	1,082,227	1,098,957	738,234	1,094,346		
B. RECEIPTS															
LCFF Sources															
State Aid, EPA	8011-8019	138,278	138,278	352,450	249,922	249,922	352,450	249,922	0	102,528	0	0	102,528	1,249,611	3,185,889
In Lieu Property Taxes	8096		112,373	224,747	149,831	149,831	149,831	149,831	149,831	262,178	131,050	131,097	131,097	131,191	1,872,888
Other LCFF/Revenue Li	8091, 8097	0	0	0	0	0	0	0	0	0	0	0	0		0
Federal Revenue	8100-8299	0	0	0	56,525	14,545	13,160	10,390	100,583	12,467	10,390	14,545	57,218	65,443	355,267
Other State Revenue	8300-8599	0	12,628	12,628	23,672	43,479	165,391	23,613	23,555	165,332	23,613	23,967	49,367	299,955	867,200
Other Local Revenue	8600-8799	0	0	0	0	0	0	0	0	0	0	0	0	0	0
All Other Financing Sources	8930-8979	140,000	0	0	0	0	0	0	0	0	0		0	0	140,000
Other Receipts/Non-Revenue											0	712,278			712,278
TOTAL RECEIPTS		278,278	263,279	589,825	479,951	457,777	680,832	433,756	273,969	542,505	165,053	881,887	340,210	1,746,200	7,133,522
C. DISBURSEMENTS															
Certificated Salaries	1000-1999	47,166	190,509	190,509	190,509	190,509	214,009	190,509	190,509	190,509	190,509	190,509	214,009		2,189,759
Classified Salaries	2000-2999	73,912	73,912	73,912	73,912	73,912	73,912	73,912	73,912	73,912	73,912	73,912	73,912		886,940
Employee Benefits	3000-3999	46,060	88,392	88,392	88,392	88,392	88,392	88,392	88,392	88,392	88,392	88,392	88,392		1,018,372
Books and Supplies	4000-4999	48,793	48,793	48,793	48,793	48,793	48,793	48,793	48,793	48,793	48,793	48,793	48,793		585,510
Services and Operating Expenditures	5000-5999	124,171	124,171	124,171	124,171	124,171	124,171	124,171	124,171	124,171	124,171	124,171	124,171		1,490,046
Capital Outlay	6000-6999	0	0	0	0	0	0	0	0	0	0	0	0		0
Other Outgo	7000-7499	0	0	0	0	0	0	0	0	0	0	0	0		0
All Other Financing Uses	7630-7699	0	0	0	0	0	0	0	0	0	0	0	0		0
Other Disbursements/Non Expenditures															0
TOTAL DISBURSEMENTS		340,101	525,775	525,775	525,775	525,775	549,275	525,775	525,775	525,775	525,775	525,775	549,275	0	6,170,627
D. PRIOR YEAR TRANSACTIONS, Other															
Accounts Receivable	9200-9399	688,654	236,141	236,141	236,141	236,141									1,633,216
Accounts Payable (Liabilities, including Deferred Revenue)	9500-9630, 9650	236,141	236,141	236,141	0	0									708,423
TOTAL PRIOR YEAR TRANSACTIONS, Other		452,513	(0)	(0)	236,141	236,141	0	0	0	0	0	0	0	0	924,793
E. (B - C + D)		390,690	(262,496)	64,049	190,316	168,142	131,556	(92,019)	(251,806)	16,730	(360,723)	356,112	(209,065)	1,746,200	1,887,688
F. ENDING CASH (A + E)		1,134,484	871,988	936,037	1,126,353	1,294,496	1,426,052	1,334,033	1,082,227	1,098,957	738,234	1,094,346	885,281		
G. ENDING CASH, PLUS ACCRUALS															2,631,483

		July	August	September	October	November	December	January	February	March	April	May	June	Accruals	TOTAL
Fical Year 2023															
A. BEGINNING CASH	9110	885,281	1,315,090	1,161,748	1,159,534	1,372,422	1,563,414	1,697,641	1,613,858	1,620,904	1,845,092	1,717,567	1,595,381		
B. RECEIPTS															
LCFF Sources															
State Aid, EPA	8011-8019	138,609	138,609	352,024	249,497	249,497	352,024	249,497	249,497	352,024	249,497	249,497	352,024		3,182,297
In Lieu Property Taxes	8096	112,373	224,747	149,831	149,831	149,831	149,831	149,831	149,831	212,239	106,088	106,088	106,088	106,279	1,872,888
Other LCFF/Revenue L	8091, 8097	0	0	0	0	0	0	0	0	0	0	0	0		0
Federal Revenue	8100-8299	0	0	0	56,664	14,961	13,714	9,974	100,861	12,467	9,974	14,961	56,664	63,807	354,046
Other State Revenue	8300-8599	0	0	12,628	23,672	43,479	164,213	23,614	23,555	164,154	23,614	23,967	48,729	294,660	846,284
Other Local Revenue	8600-8799	0	0	0	0	0	0	0	0	0	0	0	0	0	0
All Other Financing Sources	8930-8979	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Receipts/Non-Revenue															0
TOTAL RECEIPTS		250,983	363,356	514,484	479,663	457,768	679,783	432,916	523,744	740,885	389,172	394,512	563,505	464,746	6,255,515
C. DISBURSEMENTS															
Certificated Salaries	1000-1999	40,101	192,523	192,523	192,523	192,523	216,023	192,523	192,523	192,523	192,523	192,523	216,023		2,204,859
Classified Salaries	2000-2999	63,827	68,980	68,980	68,980	68,980	74,338	68,980	68,980	68,980	68,980	68,980	74,338		833,318
Employee Benefits	3000-3999	46,788	88,147	88,147	88,147	88,147	88,147	88,147	88,147	88,147	88,147	88,147	88,147		1,016,407
Books and Supplies	4000-4999	44,744	44,744	44,744	44,744	44,744	44,744	44,744	44,744	44,744	44,744	44,744	44,744		536,931
Services and Operating Expenditures	5000-5999	122,303	122,303	122,303	122,303	122,303	122,303	122,303	122,303	122,303	122,303	122,303	122,303		1,467,639
Capital Outlay	6000-6999	0	0	0	0	0	0	0	0	0	0	0	0		0
Other Outgo	7000-7499	0	0	0	0	0	0	0	0	0	0	0	0		0
All Other Financing Uses	7630-7699	0	0	0	0	0	0	0	0	0	0	0	0		0
Other Disbursements/Non Expenditures															0
TOTAL DISBURSEMENTS		317,763	516,698	516,698	516,698	516,698	545,556	516,698	516,698	516,698	516,698	516,698	545,556	0	6,059,154
D. PRIOR YEAR TRANSACTIONS, Other															
Accounts Receivable	9200-9399	746,511	249,922	249,922	249,922	249,922									1,746,199
Accounts Payable (Liabilities, including Deferred Revenue)	9500-9630, 9650	249,922	249,922	249,922											749,766
TOTAL PRIOR YEAR TRANSACTIONS, Other		496,589	0	0	249,922	249,922	0	0	0	0	0	0	0	0	996,433
E. (B - C + D)		429,809	(153,342)	(2,214)	212,888	190,992	134,227	(83,782)	7,046	224,188	(127,525)	(122,185)	17,949	464,746	1,192,794
F. ENDING CASH (A + E)		1,315,090	1,161,748	1,159,534	1,372,422	1,563,414	1,697,641	1,613,858	1,620,904	1,845,092	1,717,567	1,595,381	1,613,331		
G. ENDING CASH, PLUS ACCRUALS															2,078,075

		July	August	September	October	November	December	January	February	March	April	May	June	Accruals	TOTAL
Fical Year 2024															
A. BEGINNING CASH	9110	1,613,331	2,011,947	1,856,333	1,852,665	1,813,960	1,753,360	1,886,213	1,800,761	1,806,136	2,029,096	1,899,798	1,775,841		
B. RECEIPTS															
LCFF Sources															
State Aid, EPA	8011-8019	139,513	139,513	353,890	251,124	251,124	353,890	251,124	251,124	353,890	251,124	251,124	353,890		3,201,332
In Lieu Property Taxes	8096	112,635	225,270	150,180	150,180	150,180	150,180	150,180	150,180	212,734	106,335	106,335	106,335	106,527	1,877,253
Other LCFF/Revenue Limit Transfers	8091, 8097	0	0	0	0	0	0	0	0	0	0	0	0		0
Federal Revenue	8100-8299	0	0	0	56,664	14,961	13,714	9,974	100,861	12,467	9,974	14,961	56,664	63,918	354,157
Other State Revenue	8300-8599	0	0	12,658	23,725	43,532	164,324	23,667	23,608	164,265	23,667	24,020	48,840	295,881	848,186
Other Local Revenue	8600-8799	0	0	0	0	0	0	0	0	0	0	0	0	0	0
All Other Financing Sources	8930-8979	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Receipts/Non-Revenue															0
TOTAL RECEIPTS		252,148	364,784	516,728	481,693	459,797	682,109	434,945	525,773	743,357	391,100	396,440	565,729	466,325	6,280,928
C. DISBURSEMENTS															
Certificated Salaries	1000-1999	43,957	193,033	193,033	193,033	193,033	216,533	193,033	193,033	193,033	193,033	193,033	216,533		2,214,323
Classified Salaries	2000-2999	70,658	70,658	70,658	70,658	70,658	70,658	70,658	70,658	70,658	70,658	70,658	70,658		847,901
Employee Benefits	3000-3999	38,009	91,052	91,052	91,052	91,052	96,410	91,052	91,052	91,052	91,052	91,052	96,410		1,050,297
Books and Supplies	4000-4999	42,361	42,361	42,361	42,361	42,361	42,361	42,361	42,361	42,361	42,361	42,361	42,361		508,332
Services and Operating Expenditures	5000-5999	123,293	123,293	123,293	123,293	123,293	123,293	123,293	123,293	123,293	123,293	123,293	123,293		1,479,511
Capital Outlay	6000-6999	0	0	0	0	0	0	0	0	0	0	0	0		0
Other Outgo	7000-7499	0	0	0	0	0	0	0	0	0	0	0	0		0
All Other Financing Uses	7630-7699	0	0	0	0	0	0	0	0	0	0	0	0		0
Other Disbursements/Non Expenditures															0
TOTAL DISBURSEMENTS		318,278	520,397	520,397	520,397	520,397	549,255	520,397	520,397	520,397	520,397	520,397	549,255	0	6,100,364
D. PRIOR YEAR TRANSACTIONS, Other															
Accounts Receivable	9200-9399	464,746													464,746
Accounts Payable (Liabilities, including Deferred Revenue)	9500-9630, 9650														0
TOTAL PRIOR YEAR TRANSACTIONS, Other		464,746	0	0	0	0	0	0	0	0	0	0	0	0	464,746
E. (B - C + D)		398,617	(155,614)	(3,669)	(38,705)	(60,600)	132,853	(85,452)	5,376	222,959	(129,297)	(123,957)	16,474	466,325	645,310
F. ENDING CASH (A + E)		2,011,947	1,856,333	1,852,665	1,813,960	1,753,360	1,886,213	1,800,761	1,806,136	2,029,096	1,899,798	1,775,841	1,792,315		
G. ENDING CASH, PLUS ACCRUALS															2,258,640

		July	August	September	October	November	December	January	February	March	April	May	June	Accruals	TOTAL
Fiscal Year 25															
A. BEGINNING CASH	9110	1,792,315	2,192,334	2,032,424	2,028,803	1,988,852	1,927,005	2,065,753	1,979,054	1,983,184	2,206,535	2,076,093	1,950,991		
B. RECEIPTS															
LCFF Sources															
State Aid, EPA	8011-8019	142,710	142,710	361,080	256,879	256,879	361,080	256,879	256,879	361,080	256,879	256,879	361,080		3,271,013
In Lieu Property Taxes	8096	112,373	224,747	149,831	149,831	149,831	149,831	149,831	149,831	212,239	106,088	106,088	106,088	106,279	1,872,888
Other LCFF/Revenue Limit Transfers	8091, 8097	0	0	0	0	0	0	0	0	0	0	0	0		0
Federal Revenue	8100-8299	0	0	0	56,664	14,961	13,714	9,974	100,861	12,467	9,974	14,961	56,664	64,583	354,823
Other State Revenue	8300-8599	0	0	12,834	24,043	43,850	164,990	23,985	23,926	164,931	23,985	24,338	49,506	303,208	859,595
Other Local Revenue	8600-8799	0	0	0	0	0	0	0	0	0	0	0	0	0	0
All Other Financing Sources	8930-8979	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Receipts/Non-Revenue															0
TOTAL RECEIPTS		255,084	367,457	523,746	487,416	465,520	689,615	440,668	531,496	750,718	396,925	402,265	573,338	474,071	6,358,319
C. DISBURSEMENTS															
Certificated Salaries	1000-1999	43,800	194,422	194,422	194,422	194,422	217,922	194,422	194,422	194,422	194,422	194,422	217,922		2,229,440
Classified Salaries	2000-2999	71,932	71,532	71,532	71,532	71,532	71,532	71,532	71,532	71,532	71,532	71,532	71,532		858,785
Employee Benefits	3000-3999	47,673	94,928	94,928	94,928	94,928	94,928	94,928	94,928	94,928	94,928	94,928	94,928		1,091,886
Books and Supplies	4000-4999	42,380	42,380	42,380	42,380	42,380	42,380	42,380	42,380	42,380	42,380	42,380	42,380		508,566
Services and Operating Expenditures	5000-5999	115,604	124,104	124,104	124,104	124,104	124,104	124,104	124,104	124,104	124,104	124,104	124,104		1,480,750
Capital Outlay	6000-6999	0	0	0	0	0	0	0	0	0	0	0	0		0
Other Outgo	7000-7499	0	0	0	0	0	0	0	0	0	0	0	0		0
All Other Financing Uses	7630-7699	0	0	0	0	0	0	0	0	0	0	0	0		0
Other Disbursements/Non Expenditures															0
TOTAL DISBURSEMENTS		321,390	527,367	527,367	527,367	527,367	550,867	527,367	527,367	527,367	527,367	527,367	550,867	0	6,169,427
D. PRIOR YEAR TRANSACTIONS, Other															
Accounts Receivable	9200-9399	466,325													466,325
Accounts Payable (Liabilities, including Deferred Revenue)	9500-9630, 9650														0
TOTAL PRIOR YEAR TRANSACTIONS, Other		466,325	0	0	0	0	0	0	0	0	0	0	0	0	466,325
E. (B - C + D)		400,019	(159,910)	(3,621)	(39,951)	(61,847)	138,748	(86,699)	4,129	223,351	(130,442)	(125,102)	22,471	474,071	655,217
F. ENDING CASH (A + E)		2,192,334	2,032,424	2,028,803	1,988,852	1,927,005	2,065,753	1,979,054	1,983,184	2,206,535	2,076,093	1,950,991	1,973,461		
G. ENDING CASH, PLUS ACCRUALS															2,447,532

CHARTER SCHOOL
2021-25 ADPOPTED BUDGET REPORT - ALTERNATIVE FORM MYP

Charter School Name: Latino College Preparatory Academy
CDS #:
Charter Approving Entity: East Side Union High School District
Charter #:
Fiscal Year: 2021-2025

Description	Object Code	FY 2020-21 Unrestricted	FY 2020-21 Restricted	FY 2020-21 Total	Totals FY 2021-22	Totals FY 2022-23	Totals FY 2023-24	Totals FY 2024-25
A. REVENUES								
1. LCFF/Revenue Limit Sources								
State Aid - Current Year	8011	2,623,786	-	2,623,786	2,775,777	2,772,186	2,790,266	2,854,206
EPA	8012	414,210	-	414,210	410,111	410,111	411,066	416,807
State Aid - Prior Years	8019	-	-	-	-			
Charter Schools In Lieu Property Taxes	8096	1,872,888	-	1,872,888	1,872,888	1,872,888	1,877,253	1,872,888
Other Revenue Limit Transfers	8091, 8097	-	-	-	-			
Total, Revenue Limit Sources		4,910,884	-	4,910,884	5,058,776	5,055,185	5,078,585	5,143,901
2. Federal Revenues								
No Child Left Behind	8290	-	763,650	763,650	181,773	181,773	181,773	181,773
Special Education - Federal	8181, 8182	-	45,535	45,535	48,820	47,599	47,710	48,376
Child Nutrition - Federal	8220	-	124,674	124,674	124,674	124,674	124,674	124,674
Donated Food Commodities	8221	-	-	-	-			
Other Federal Revenues	8110,8260-8299	-	-	-	-			
Total, Federal Revenues		-	933,859	933,859	355,267	354,046	354,157	354,823
3. Other State Revenues				-				
Special Education - State	StateRevSE	-	244,901	244,901	259,041	252,565	253,154	256,686
All Other State Revenues	StateRevAO	562,672	54,895	617,567	608,159	593,719	595,032	602,908
Total, Other State Revenues		562,672	299,796	862,468	867,200	846,284	848,186	859,594
4. Other Local Revenues								
All Other Local Revenues	LocalRevAO	107,000	-	107,000	140,000	-	-	-
Total, Local Revenues		107,000	-	107,000	140,000	-	-	-
5. TOTAL REVENUES		5,580,556	1,233,655	6,814,211	6,421,243	6,255,516	6,280,928	6,358,318
B. EXPENDITURES								
1. Certificated Salaries								
Certificated Teachers	1100	1,496,325	106,729	1,603,054	1,647,640	1,681,537	1,710,181	1,734,886
Certificated Pupil Support	1200	-	-	-	-	-	-	-
Certificated Supervisors & Administrators	1300	408,932	-	408,932	361,042	347,368	328,188	318,600
Other Certificated Salaries	1900	167,933	-	167,933	181,077	175,954	175,954	175,954
Total, Certificated Salaries		2,073,189	106,729	2,179,918	2,189,759	2,204,859	2,214,323	2,229,440
2. Non-certificated Salaries				-				
Non-certificated Instructional	2100	-	81,837	81,837	81,791	79,648	79,113	78,978
Non-certificated Support	2200	262,948	34,490	297,437	283,392	273,094	270,914	268,533
Non-certificated Supervisors & Administrators	2300	156,676	-	156,676	141,900	91,897	114,800	129,000
Clerical and Office Salaries	2400	408,805	-	408,805	379,858	388,678	383,074	382,274
Other Non-certificated Salaries	2900	-	-	-	-	-	-	-
Total, Non-certificated Salaries		828,428	116,326	944,755	886,940	833,318	847,901	858,785
3. Employee Benefits								
STRS	3101-3102	334,484	17,237	351,721	352,551	400,000	400,792	403,166
PERS	3201-3202	-		-				
OASDI / Medicare / Alternative	3301-3302	96,627	7,225	103,852	99,844	95,599	101,242	98,150
Health and Welfare Benefits	3401-3402	441,762	10,980	452,742	466,055	422,134	445,929	490,280
Unemployment Insurance	3501-3502	22,371	1,048	23,419	23,059	22,771	24,410	23,144
Workers' Compensation Insurance	3601-3602	74,573	3,492	78,065	76,863	75,903	77,923	77,146
OPEB, Allocated	3701-3702	-		-	-	-	-	-
OPEB, Active Employees	3751-3752	-		-				
Other Employee Benefits	3901-3902	-		-				
Total, Employee Benefits		969,818	39,981	1,009,799	1,018,372	1,016,407	1,050,297	1,091,886
4. Books and Supplies								
Approved Textbooks and Core Curricula Materials	4100	72,224	10,000	82,224	85,304	45,339	44,723	44,463
Books and Other Reference Materials	4200	-	-	-	-	-	-	-
Materials and Supplies	4300	284,794	-	284,794	291,632	283,938	256,241	256,856
Noncapitalized Equipment	4400	16,647	-	16,647	17,357	16,437	16,150	16,029
Food	4700	-	191,217	191,217	191,217	191,217	191,217	191,217
Total, Books and Supplies		373,665	201,217	574,882	585,510	536,931	508,332	508,566
5. Services and Other Operating Expenditures								
Subagreements for Services	5100	-	-	-	-	-	-	-
Travel and Conferences	5200	-	-	-	-	-	-	-
Dues and Memberships	5300	5,808		5,808	5,987	5,754	5,682	5,651
Insurance	5400	121,244	-	121,244	121,244	121,244	130,981	132,963
Operations and Housekeeping Services	5500	80,000	50,000	130,000	92,000	92,000	101,435	106,127
Rentals, Leases, Repairs, and Noncap. Improvements	5600	815,267	-	815,267	815,504	815,197	815,101	815,061
Transfers of Direct Costs	5700-5799	-	-	-	-	-	-	-
Professional/Consulting Services & Operating Expend.	5800	257,491	142,813	400,304	415,839	394,935	388,432	383,333
Communications	5900	36,972		36,972	39,472	38,509	37,880	37,615
Total, Services and Other Operating Expenditures		1,316,782	192,813	1,509,595	1,490,046	1,467,639	1,479,511	1,480,750
6. Capital Outlay				-				
Sites and Improvements of Sites	6100-6170	-	-	-				
Buildings and Improvements of Buildings	6200	-	-	-				
Books and Media for New/Major Expansion School Librari	6300	-	-	-	-	-	-	-
Equipment	6400	-	-	-				
Equipment Replacement	6500	-	-	-				
Depreciation Expense (for full accrual only)	*6900*	-	-	-	-	-	-	-
Total, Capital Outlay		-	-	-	-	-	-	-
7. Other Outgo				-				
Tuition to Other Schools	7110-7143	-	-	-				
Transfers of Pass-through Revenues to Other LEAs	7211-7213	-	-	-				
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	-	-	-				
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	-	-	-				

All Other Transfers	7281-7299	-	-	-	-	-	-	-
Transfers of Indirect Costs	7300-7399	-	-	-				
Debt Service:								
Interest	7438	-	-	-				
Principal	7439	-	-	-				
Total, Other Outgo		-	-	-	-	-	-	-
8. TOTAL EXPENDITURES		5,561,882	657,067	6,218,949	6,170,628	6,059,153	6,100,364	6,169,427
		-	-	-				
C. EXCESS OF REVENUES OVER EXPENDITURES								
BEFORE OTHER FINANCING SOURCES AND USES		18,674	576,588	595,262	250,615	196,362	180,564	188,892
		-	-	-				
D. OTHER FINANCING SOURCES / USES								
1. Other Sources	8930-8979	-	-	-				
2. Less: Other Uses	7630-7699	-	-	-				
3. Contributions Between Unrestricted and Restricted								
Accounts (must net to zero)	8980-8999	-	-	-				
4. TOTAL OTHER FINANCING SOURCES / USES		-	-	-	-	-	-	-
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		18,674	576,588	595,262	250,615	196,362	180,564	188,892
F. FUND BALANCE, RESERVES								
1. Beginning Fund Balance								
a. As of July 1	9791	990,504	-	990,504	1,585,766	1,836,381	2,032,743	2,213,307
b. Adjustments to Beginning Balance	9793, 9795	-	-	-				
c. Adjusted Beginning Balance		990,504	-	990,504	1,585,766	1,836,381	2,032,743	2,213,307
2. Ending Fund Balance, June 30		1,009,178	576,588	1,585,766	1,836,381	2,032,743	2,213,307	2,402,199
Components of Ending Fund Balance (Mod. Accrual Basis):								
a. Nonspendable								
Revolving Cash (equals object 9130)	9711	-	-	-				
Stores (equals object 9320)	9712	-	-	-				
Prepaid Expenditures (equals object 9330)	9713	-	-	-				
All Others	9719	-	-	-				
b. Restricted	9740	-	-	-				
c. Committed								
1. Stabilization Arrangements	9750	-	-	-				
2. Other Commitments	9760	-	-	-				
d Assigned	9780	-	-	-				
e. Unassigned/Unappropriated				-				
1. Reserve for Economic Uncertainties	9789	-	-	-				
2. Unassigned/Unappropriated Amount	9790M	-	-	-	-	-	-	-
f. Components of Ending Net Position (Accrual Basis)								
1. Net Investment in Capital Assets	9796	-	-	-				
2. Restricted Net Position	9797	-	-	-				
3. Unrestricted Net Position	9790A	1,009,178	576,588	1,585,766	1,836,381	2,032,743	2,213,307	2,402,199

Latino College Preparatory Academy (LCPA)
Charter Petition Renewal

Appendix 26: LCPA Audited Financial Statements

CLIFTONLARSONALLEN LLP
2210 EAST ROUTE 66
GLENDORA, CA 91740

THE FOUNDATION FOR HISPANIC
EDUCATION
14271 STORY ROAD
SAN JOSE, CA 95127

Caution: Forms printed from within Adobe Acrobat products may not meet IRS or state taxing agency specifications. When using Acrobat, select the "Actual Size" in the Adobe "Print" dialog.

CLIENT'S COPY

CLA (CliftonLarsonAllen LLP)
CLAconnect.com

THE FOUNDATION FOR HISPANIC
EDUCATION
14271 STORY ROAD
San Jose, CA 95127

THE FOUNDATION FOR HISPANIC EDUCATION:

Enclosed is the organization's 2018 Exempt Organization return. The state Exempt Organization return and Annual Report are also enclosed. These should be signed, dated, and mailed, as indicated.

Specific filing instructions are as follows.

FORM 990 RETURN:

This return has qualified for electronic filing. After you have reviewed the return for completeness and accuracy, please sign, date and return Form 8879-EO to our office. We will transmit the return electronically to the IRS and no further action is required. Please return Form 8879-EO to us as soon as possible, but no later than as soon as possible the filing deadline.

CALIFORNIA FORM 199 RETURN:

The California Form 199 return has qualified for electronic filing. After you have reviewed your return for completeness and accuracy, please sign, date and return Form 8453-EO to our office. We will then transmit your return to the FTB. Do not mail the paper copy of the return to the FTB.

No payment is required.

CALIFORNIA FORM RRF-1:

The California Form RRF-1 should be mailed as soon as possible to:

Registry of Charitable Trusts
P.O. Box 903447
Sacramento, CA 94203-4470

Enclose a check or money order for $225, payable to Department of Justice.

The report should be signed and dated by the authorized individual(s).

When mailing is necessary, we recommend that you use certified mail with postmarked receipts for proof of timely filing.

Be sure to review the returns prior to signing as you have final responsibility for all information included in the returns. If there is anything on the return you do not understand, we would be glad to answer your questions.

Copies of each return are provided and should be retained for your files. Based on IRS guidance, we generally recommend that you keep supporting documentation for a minimum of seven years; and that you keep copies of the tax returns, and records that support basis for items in the tax return, indefinitely.

We value our relationship with you and thank you for your trust and confidence in allowing us to serve you. If you have any questions regarding the returns or other services that we can assist you with, please do not hesitate to contact us. Some of our best clients come through referrals from existing clients. If you know of anyone who could benefit from our assistance, we would be pleased to speak to him or her.

Sincerely,

CliftonLarsonAllen LLP

***** THIS IS NOT A FILEABLE COPY *****

Form **8879-EO**

IRS e-file Signature Authorization for an Exempt Organization

For calendar year 2018, or fiscal year beginning JUL 1, 2018, and ending JUN 30, 2019

▶ **Do not send to the IRS. Keep for your records.**

▶ **Go to www.irs.gov/Form8879EO for the latest information.**

OMB No. 1545-1878

2018

Department of the Treasury
Internal Revenue Service

Name of exempt organization
THE FOUNDATION FOR HISPANIC EDUCATION

Employer identification number
94-2434925

Name and title of officer
ED ALVAREZ
BOARD PRESIDENT

Part I Type of Return and Return Information (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line **1a, 2a, 3a, 4a,** or **5a,** below, and the amount on that line for the return being filed with this form was blank, then leave line **1b, 2b, 3b, 4b,** or **5b,** whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than one line in Part I.

1a Form 990 check here ▶ [X]	**b** **Total revenue,** if any (Form 990, Part VIII, column (A), line 12)	**1b**	24,253,979.
2a Form 990-EZ check here ▶ [ ]	**b** **Total revenue,** if any (Form 990-EZ, line 9)	**2b**	
3a Form 1120-POL check here ▶ [ ]	**b** **Total tax** (Form 1120-POL, line 22)	**3b**	
4a Form 990-PF check here ▶ [ ]	**b** **Tax based on investment income** (Form 990-PF, Part VI, line 5)	**4b**	
5a Form 8868 check here ▶ [ ]	**b** **Balance Due** (Form 8868, line 3c)	**5b**	

Part II Declaration and Signature Authorization of Officer

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2018 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the organization's electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's return to the IRS and to receive from the IRS **(a)** an acknowledgement of receipt or reason for rejection of the transmission, **(b)** the reason for any delay in processing the return or refund, and **(c)** the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the organization's electronic return and, if applicable, the organization's consent to electronic funds withdrawal.

Officer's PIN: check one box only

[X] I authorize CLIFTONLARSONALLEN LLP to enter my PIN 91740

ERO firm name

Enter five numbers, but do not enter all zeros

as my signature on the organization's tax year 2018 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

[ ] As an officer of the organization, I will enter my PIN as my signature on the organization's tax year 2018 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Officer's signature ▶ ***** THIS IS NOT A FILEABLE COPY *** Date ▶

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN. 95405255902

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2018 electronically filed return for the organization indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163,** Modernized e-File (MeF) Information for Authorized IRS *e-file* Providers for Business Returns.

ERO's signature ▶ Date ▶ 05/22/20

ERO Must Retain This Form - See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ **Do not enter social security numbers on this form as it may be made public.**

▶ **Go to www.irs.gov/Form990 for instructions and the latest information.**

OMB No. 1545-0047

2018

Open to Public Inspection

A For the 2018 calendar year, or tax year beginning JUL 1, 2018 **and ending** JUN 30, 2019

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/ terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization
THE FOUNDATION FOR HISPANIC EDUCATION

Doing business as

Number and street (or P.O. box if mail is not delivered to street address) — Room/suite
14271 STORY ROAD

City or town, state or province, country, and ZIP or foreign postal code
SAN JOSE, CA 95127

F Name and address of principal officer: ED ALVAREZ
14271 STORY ROAD, SAN JOSE, CA 95127

D Employer identification number
94-2434925

E Telephone number
408-585-5022

G Gross receipts $ 24,833,174.

H(a) Is this a group return for subordinates? ☐ Yes ☒ No

H(b) Are all subordinates included? ☐ Yes ☐ No
If "No," attach a list. (see instructions)

H(c) Group exemption number ▶

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) ( ) ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: ▶ WWW.TFHE.ORG

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶

L Year of formation: 1981 **M** State of legal domicile: CA

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities: TO PROVIDE HISPANICS, OTHER MINORITIES, AND WOMEN WITH AN OPPORTUNITY TO ACQUIRE AN EDUCATION.

2 Check this box ▶ ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	12
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	11
5	Total number of individuals employed in calendar year 2018 (Part V, line 2a)	5	175
6	Total number of volunteers (estimate if necessary)	6	20
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b	Net unrelated business taxable income from Form 990-T, line 38	7b	0.

Revenue

		Prior Year	Current Year
8	Contributions and grants (Part VIII, line 1h)	20,832,582.	22,689,120.
9	Program service revenue (Part VIII, line 2g)	1,808,317.	1,203,624.
10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	55,080.	173,081.
11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	100,008.	188,154.
12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	22,795,987.	24,253,979.

Expenses

13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	58,116.	0.
14	Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	10,070,367.	10,711,627.
16a	Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
b	Total fundraising expenses (Part IX, column (D), line 25) ▶ 0.		
17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	6,304,223.	6,432,962.
18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	16,432,706.	17,144,589.
19	Revenue less expenses. Subtract line 18 from line 12	6,363,281.	7,109,390.

Net Assets or Fund Balances

		Beginning of Current Year	End of Year
20	Total assets (Part X, line 16)	38,182,116.	40,069,516.
21	Total liabilities (Part X, line 26)	23,347,938.	19,021,921.
22	Net assets or fund balances. Subtract line 21 from line 20	14,834,178.	21,047,595.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

▶ Signature of officer — Date

▶ ED ALVAREZ, BOARD PRESIDENT
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check if self-employed	PTIN
DERRICK DEBRUYNE	DERRICK DEBRUYNE	05/22/20	☐	P00591016

Firm's name ▶ CLIFTONLARSONALLEN LLP — Firm's EIN ▶ 41-0746749

Firm's address ▶ 2210 EAST ROUTE 66, GLENDORA, CA 91740 — Phone no. (626) 857-7300

May the IRS discuss this return with the preparer shown above? (see instructions) ☒ Yes ☐ No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III X

1 Briefly describe the organization's mission:
THE MISSION OF THE FOUNDATION FOR HISPANIC EDUCATION IS TO PROVIDE LEADERSHIP IN THE EDUCATION OF ENGLISH LANGUAGE LEARNERS(ELL) AND THE DEVELOPMENT OF SPECIALIZED TRAINING PROGRAMS FOR TEACHERS OF ENGLISH LANGUAGE LEARNERS.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ..... Yes X No
If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ..... Yes X No
If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses $ 5,634,797. including grants of $) (Revenue $)
IN 2001, IN RESPONSE TO THE BURGEONING LATINO POPULATION IN SAN JOSE, THE FOUNDATION FOR HISPANIC EDUCATION ESTABLISHED A BILINGUAL CHARTER SCHOOL, LATINO COLLEGE PREPARATORY ACADEMY (LCPA).

SINCE THEN, THE MISSION OF LCPA HAS BEEN TO ENABLE UNDERSERVED HIGH SCHOOL ENGLISH LANGUAGE LEARNERS (ELL) TO BECOME BI-LITERATE IN ENGLISH AND SPANISH AND PROFICIENT IN MATHEMATICS AND SCIENCE WHILE REMAINING CULTURALLY RESPONSIVE TO ENSURE THEIR ABILITY TO SUCCESSFULLY COMPLETE REQUIREMENTS FOR A HIGH SCHOOL DIPLOMA AND PURSUE POST-SECONDARY EDUCATIONAL OPPORTUNITIES.

4b (Code:) (Expenses $ 4,300,562. including grants of $) (Revenue $)
IN 2014, THE FOUNDATION FOR HISPANIC EDUCATION OPENED ITS SECOND CHARTER HIGH SCHOOL SERVING THE EAST SAN JOSE COMMUNITY, LUIS VALDEZ LEADERSHIP ACADEMY (LVLA). LVLA IS COMMITTED TO PROVIDING A RIGOROUS ACADEMIC PROGRAM DESIGNED TO INSTILL A LIFELONG PASSION FOR LEARNING AND TO EQUIP STUDENTS WITH THE SKILLS FOR SOCIAL AND ACADEMIC SUCCESS AT FOUR YEAR COLLEGES, UNIVERSITIES AND LOCAL COMMUNITY COLLEGES.

LVLA HAS EMBODIED THE LEGACY OF ITS NAMESAKE, LUIS VALDEZ, BY INTEGRATING A VISUAL, PERFORMING ARTS, AND DIGITAL MEDIA PROGRAM INTO ITS CURRICULUM. THROUGH ITS CULTURALLY SUSTAINING PEDAGOGY, LVLA AIMS TO GRADUATE EMPOWERED YOUNG ADULTS WHO ARE POISED, CONFIDENT AND ARTICULATE LEADERS.

4c (Code:) (Expenses $ 3,435,878. including grants of $) (Revenue $)
THE MISSION OF THE ROBERTO CRUZ LEADERSHIP ACADEMY (RCLA) IS TO EMPOWER STUDENTS TO BECOME COMMUNITY LEADERS AND SOCIALLY CONSCIOUS EDUCATORS. RCLA IMPLEMENTS A RIGOROUS TEACHER ACADEMY THAT INTEGRATES TECHNOLOGY, REAL WORLD PROJECTS, COMMUNITY VALUES, BI-LITERACY, AND AN ENVIRONMENT THAT PROMOTES PERSONALIZED LEARNING WHERE STUDENTS HAVE ACCESS TO POST- SECONDARY EDUCATIONAL OPPORTUNITIES. RCLA AIMS TO EDUCATE STUDENTS THROUGH COLLEGE PREPARATORY COURSES THAT EMPOWER THEM TO BE ACADEMICALLY LITERATE, CRITICAL THINKERS, EFFECTIVE COMMUNICATORS AND INDEPENDENT PROBLEM SOLVERS WHO ARE AGENTS OF EDUCATION AND SOCIAL JUSTICE WITH A COMMITMENT TOWARD THE COMMUNITY AROUND THEM.

4d Other program services (Describe in Schedule O.)
(Expenses $ 681,601. including grants of $) (Revenue $)

4e Total program service expenses ▶ 14,052,838.

Part IV Checklist of Required Schedules

			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? *If "Yes," complete Schedule A*	1	X	
2	Is the organization required to complete *Schedule B, Schedule of Contributors*?	2	X	
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? *If "Yes," complete Schedule C, Part I*	3		X
4	**Section 501(c)(3) organizations.** Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? *If "Yes," complete Schedule C, Part II*	4		X
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? *If "Yes," complete Schedule C, Part III*	5		X
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? *If "Yes," complete Schedule D, Part I*	6		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? *If "Yes," complete Schedule D, Part II*	7		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? *If "Yes," complete Schedule D, Part III*	8		X
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? *If "Yes," complete Schedule D, Part IV*	9		X
10	Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? *If "Yes," complete Schedule D, Part V*	10		X
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.			
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? *If "Yes," complete Schedule D, Part VI*	11a	X	
b	Did the organization report an amount for investments - other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VII*	11b		X
c	Did the organization report an amount for investments - program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VIII*	11c		X
d	Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part IX*	11d		X
e	Did the organization report an amount for other liabilities in Part X, line 25? *If "Yes," complete Schedule D, Part X*	11e	X	
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? *If "Yes," complete Schedule D, Part X*	11f	X	
12a	Did the organization obtain separate, independent audited financial statements for the tax year? *If "Yes," complete Schedule D, Parts XI and XII*	12a	X	
b	Was the organization included in consolidated, independent audited financial statements for the tax year? *If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional*	12b		X
13	Is the organization a school described in section 170(b)(1)(A)(ii)? *If "Yes," complete Schedule E*	13	X	
14a	Did the organization maintain an office, employees, or agents outside of the United States?	14a		X
b	Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at $100,000 or more? *If "Yes," complete Schedule F, Parts I and IV*	14b		X
15	Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or other assistance to or for any foreign organization? *If "Yes," complete Schedule F, Parts II and IV*	15		X
16	Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or other assistance to or for foreign individuals? *If "Yes," complete Schedule F, Parts III and IV*	16		X
17	Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? *If "Yes," complete Schedule G, Part I*	17		X
18	Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? *If "Yes," complete Schedule G, Part II*	18		X
19	Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a? *If "Yes," complete Schedule G, Part III*	19		X
20a	Did the organization operate one or more hospital facilities? *If "Yes," complete Schedule H*	20a		X
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b		
21	Did the organization report more than $5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? *If "Yes," complete Schedule I, Parts I and II*	21		X

Part IV Checklist of Required Schedules *(continued)*

			Yes	No
22	Did the organization report more than $5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? *If "Yes," complete Schedule I, Parts I and III*	22		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? *If "Yes," complete Schedule J*	23	X	
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2002? *If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a*	24a		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d		
25a	**Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.** Did the organization engage in an excess benefit transaction with a disqualified person during the year? *If "Yes," complete Schedule L, Part I*	25a		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? *If "Yes," complete Schedule L, Part I*	25b		X
26	Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? *If "Yes," complete Schedule L, Part II*	26		X
27	Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? *If "Yes," complete Schedule L, Part III*	27		X
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):			
a	A current or former officer, director, trustee, or key employee? *If "Yes," complete Schedule L, Part IV*	28a		X
b	A family member of a current or former officer, director, trustee, or key employee? *If "Yes," complete Schedule L, Part IV*	28b		X
c	An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? *If "Yes," complete Schedule L, Part IV*	28c		X
29	Did the organization receive more than $25,000 in non-cash contributions? *If "Yes," complete Schedule M*	29		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? *If "Yes," complete Schedule M*	30		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? *If "Yes," complete Schedule N, Part I*	31		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? *If "Yes," complete Schedule N, Part II*	32		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? *If "Yes," complete Schedule R, Part I*	33		X
34	Was the organization related to any tax-exempt or taxable entity? *If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1*	34		X
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? *If "Yes," complete Schedule R, Part V, line 2*	35b		
36	**Section 501(c)(3) organizations.** Did the organization make any transfers to an exempt non-charitable related organization? *If "Yes," complete Schedule R, Part V, line 2*	36		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? *If "Yes," complete Schedule R, Part VI*	37		X
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? **Note.** All Form 990 filers are required to complete Schedule O	38	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V ☐

				Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable	1a	59		
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable	1b	0		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	1c			

Part V Statements Regarding Other IRS Filings and Tax Compliance *(continued)*

				Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	175		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b		X	
	Note. If the sum of lines 1a and 2a is greater than 250, you may be required to *e-file* (see instructions)				
3a	Did the organization have unrelated business gross income of $1,000 or more during the year?	3a			X
b	If "Yes," has it filed a Form 990-T for this year? *If "No" to line 3b, provide an explanation in Schedule O*	3b			
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a			X
b	If "Yes," enter the name of the foreign country: ▶ _____ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).				
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a			X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b			X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c			
6a	Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a			X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b			
7	**Organizations that may receive deductible contributions under section 170(c).**				
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?	7a			X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b			
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c			X
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e			X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f			X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g			
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h			
8	**Sponsoring organizations maintaining donor advised funds.** Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8			
9	**Sponsoring organizations maintaining donor advised funds.**				
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a			
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b			
10	**Section 501(c)(7) organizations.** Enter:				
a	Initiation fees and capital contributions included on Part VIII, line 12	10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b			
11	**Section 501(c)(12) organizations.** Enter:				
a	Gross income from members or shareholders	11a			
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b			
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?	12a			
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b			
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**				
a	Is the organization licensed to issue qualified health plans in more than one state?	13a			
	Note. See the instructions for additional information the organization must report on Schedule O.				
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b			
c	Enter the amount of reserves on hand	13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a			X
b	If "Yes," has it filed a Form 720 to report these payments? *If "No," provide an explanation in Schedule O*	14b			
15	Is the organization subject to the section 4960 tax on payment(s) of more than $1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.	15			X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16			X

Part VI Governance, Management, and Disclosure *For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.*

Check if Schedule O contains a response or note to any line in this Part VI X

Section A. Governing Body and Management

				Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year	1a	12		
	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O.				
b	Enter the number of voting members included in line 1a, above, who are independent	1b	11		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2			X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, or trustees, or key employees to a management company or other person?	3			X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4			X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	5			X
6	Did the organization have members or stockholders?	6			X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a			X
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b			X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:				
a	The governing body?	8a		X	
b	Each committee with authority to act on behalf of the governing body?	8b		X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? *If "Yes," provide the names and addresses in Schedule O*	9			X

Section B. Policies *(This Section B requests information about policies not required by the Internal Revenue Code.)*

			Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	10a		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a		X
b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.			
12a	Did the organization have a written conflict of interest policy? *If "No," go to line 13*	12a	X	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	X	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? *If "Yes," describe in Schedule O how this was done*	12c	X	
13	Did the organization have a written whistleblower policy?	13	X	
14	Did the organization have a written document retention and destruction policy?	14	X	
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official	15a	X	
b	Other officers or key employees of the organization	15b	X	
	If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed ▶ CA

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

☐ Own website ☐ Another's website ☒ Upon request ☐ Other *(explain in Schedule O)*

19 Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records ▶

CYNTHIA TAPIA - 408-585-5022
14271 STORY ROAD, SAN JOSE, CA 95127

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than $100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) EDWARD M. ALVAREZ ESQ	40.00									
CHAIR/CEO		X		X				132,000.	0.	0.
(2) JOHN A. SOBRATO	2.00									
VICE CHAIR		X		X				0.	0.	0.
(3) RAYMOND L. RUIZ	2.00									
SECRETARY		X		X				0.	0.	0.
(4) MARIA F. HERNANDEZ-SCHABBING	2.00									
TRUSTEE		X						0.	0.	0.
(5) RAMON I. JIMENEZ, M.D.	2.00									
TRUSTEE		X						0.	0.	0.
(6) HENRY MICHON	2.00									
TRUSTEE		X						0.	0.	0.
(7) JORGE ESCOBAR	2.00									
TRUSTEE		X						0.	0.	0.
(8) JOE PARISI	2.00									
TRUSTEE		X						0.	0.	0.
(9) MICHAEL WALKER	2.00									
TRUSTEE		X						0.	0.	0.
(10) JOSE IGLESIAS	2.00									
TRUSTEE		X						0.	0.	0.
(11) SARAH VALENCIA	2.00									
TRUSTEE		X						0.	0.	0.
(12) ARNOLDO AVALOS	2.00									
TRUSTEE		X						0.	0.	0.
(13) JOSHUA QUITORIANO	40.00									
CFO				X				143,000.	0.	18,144.
(14) SHERRY SEGURA	40.00									
CEO				X				180,000.	0.	41,496.
(15) JEFFREY CAMARILLO	40.00									
SCHOOL PRINCIPAL						X		135,750.	0.	33,363.
(16) JESUS RIOS	40.00									
SCHOOL PRINCIPAL						X		120,750.	0.	38,113.
(17) ROCHELLE E FONG	40.00									
DIRECTOR OF STUDENT SERVIC						X		120,000.	0.	23,511.

Part VII **Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees** *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(18) IRENE CASTILLON ACADEMIC DEAN	40.00					X		112,250.	0.	22,256.
(19) CLAUDIA MORENO SCHOOL PRINCIPAL	40.00					X		113,784.	0.	22,742.
1b Sub-total ▶								1,057,534.	0.	199,625.
c Total from continuation sheets to Part VII, Section A ▶								0.	0.	0.
d Total (add lines 1b and 1c) ▶								1,057,534.	0.	199,625.

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 of reportable compensation from the organization ▶ 9

		Yes	No
3	Did the organization list any **former** officer, director, or trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual*		X
4	For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? *If "Yes," complete Schedule J for such individual*	X	
5	Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person*		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
DERIVI CASTELLANOS ARCHITECTS 924 N YOSEMITE STREET, STOCKTON, CA 95320	ARCHITECTURE AND PROJECT MANAGEMENT	253,438.
GILBERT CHAVEZ 182 HOLLYWOOD, SAN JOSE, CA 95122	CONTRACTOR	206,378.
ADRIANA SAN MILLAN SCHOOL OF PHYSCOLOGY & S 305 VINEYARD TOWN CENTER #273, MORGAN HILL,	SPECIAL EDUCATION	162,695.
PROCOPIO, CORY, HARGREAVES & SAVITCH LLP PO BOX 515137, LOS ANGELES, CA 90051	LEGAL	106,815.

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization ▶ 4

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII ☐

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512 - 514
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns	1a				
	b Membership dues	1b				
	c Fundraising events	1c				
	d Related organizations	1d				
	e Government grants (contributions)	1e	14,261,635.			
	f All other contributions, gifts, grants, and similar amounts not included above	1f	8,427,485.			
	g Noncash contributions included in lines 1a-1f: $					
	h **Total.** Add lines 1a-1f		22,689,120.			
Program Service Revenue		**Business Code**				
	2a LEASE INCOME	531120	1,203,624.			1,203,624.
	b					
	c					
	d					
	e					
	f All other program service revenue					
	g **Total.** Add lines 2a-2f		1,203,624.			
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)		65,187.			65,187.
	4 Income from investment of tax-exempt bond proceeds					
	5 Royalties					
		(i) Real / (ii) Personal				
	6a Gross rents					
	b Less: rental expenses					
	c Rental income or (loss)					
	d Net rental income or (loss)					
		(i) Securities / (ii) Other				
	7a Gross amount from sales of assets other than inventory	595,595. / 91,494.				
	b Less: cost or other basis and sales expenses	579,195. / 0.				
	c Gain or (loss)	16,400. / 91,494.				
	d Net gain or (loss)		107,894.			107,894.
	8a Gross income from fundraising events (not including $ ____ of contributions reported on line 1c). See Part IV, line 18	a				
	b Less: direct expenses	b				
	c Net income or (loss) from fundraising events					
	9a Gross income from gaming activities. See Part IV, line 19	a				
	b Less: direct expenses	b				
	c Net income or (loss) from gaming activities					
	10a Gross sales of inventory, less returns and allowances	a				
	b Less: cost of goods sold	b				
	c Net income or (loss) from sales of inventory					
	Miscellaneous Revenue	**Business Code**				
	11a FEES & CONTRACTS	900099	100,919.			100,919.
	b ALL OTHER REVENUE	900099	87,235.			87,235.
	c					
	d All other revenue					
	e **Total.** Add lines 11a-11d		188,154.			
	12 **Total revenue.** See instructions		24,253,979.	0.	0.	1,564,859.

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	556,086.		556,086.	
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	7,959,372.	7,531,787.	427,585.	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	1,025,076.	986,689.	38,387.	
9 Other employee benefits	840,885.	813,531.	27,354.	
10 Payroll taxes	330,208.	288,896.	41,312.	
11 Fees for services (non-employees):				
a Management				
b Legal	101,406.		101,406.	
c Accounting	52,679.		52,679.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees	11,897.		11,897.	
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Sch O.)	1,112,065.	855,970.	256,095.	
12 Advertising and promotion	17,519.	13,584.	3,935.	
13 Office expenses	33,277.	33,277.		
14 Information technology				
15 Royalties				
16 Occupancy	1,731,992.	1,360,689.	371,303.	
17 Travel	60,706.	54,585.	6,121.	
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest	823,411.	28,084.	795,327.	
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	1,004,787.	955,691.	49,096.	
23 Insurance	175,549.		175,549.	
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a FOOD PROGRAM	370,150.	370,150.		
b INSTRUCTIONAL MATERIALS	273,962.	214,492.	59,470.	
c STUDENT RELATED EXPENSE	226,853.	226,853.		
d				
e All other expenses	436,709.	318,560.	118,149.	
25 **Total functional expenses.** Add lines 1 through 24e	17,144,589.	14,052,838.	3,091,751.	0.
26 **Joint costs.** Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ▶ ☐ if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X ☐

			(A) Beginning of year		(B) End of year
Assets	1	Cash - non-interest-bearing		1	81,825.
	2	Savings and temporary cash investments	1,468,756.	2	43,479.
	3	Pledges and grants receivable, net	4,058,907.	3	2,153,228.
	4	Accounts receivable, net		4	1,706,608.
	5	Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L		5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instr). Complete Part II of Sch L		6	
	7	Notes and loans receivable, net		7	
	8	Inventories for sale or use		8	
	9	Prepaid expenses and deferred charges	149,952.	9	198,519.
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D — 10a: 39,994,026.			
	b	Less: accumulated depreciation — 10b: 6,018,488.	29,563,568.	10c	33,975,538.
	11	Investments - publicly traded securities	2,263,177.	11	1,761,755.
	12	Investments - other securities. See Part IV, line 11		12	
	13	Investments - program-related. See Part IV, line 11		13	
	14	Intangible assets		14	
	15	Other assets. See Part IV, line 11	677,756.	15	148,564.
	16	**Total assets.** Add lines 1 through 15 (must equal line 34)	38,182,116.	16	40,069,516.
Liabilities	17	Accounts payable and accrued expenses	3,430,566.	17	1,473,366.
	18	Grants payable		18	
	19	Deferred revenue	772,993.	19	270,214.
	20	Tax-exempt bond liabilities		20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22	Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L		22	
	23	Secured mortgages and notes payable to unrelated third parties	19,110,875.	23	16,507,010.
	24	Unsecured notes and loans payable to unrelated third parties		24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	33,504.	25	771,331.
	26	**Total liabilities.** Add lines 17 through 25	23,347,938.	26	19,021,921.
Net Assets or Fund Balances		**Organizations that follow SFAS 117 (ASC 958), check here ▶ ☒ and complete lines 27 through 29, and lines 33 and 34.**			
	27	Unrestricted net assets	12,178,599.	27	18,844,845.
	28	Temporarily restricted net assets	2,655,579.	28	2,202,750.
	29	Permanently restricted net assets		29	
		Organizations that do not follow SFAS 117 (ASC 958), check here ▶ ☐ and complete lines 30 through 34.			
	30	Capital stock or trust principal, or current funds		30	
	31	Paid-in or capital surplus, or land, building, or equipment fund		31	
	32	Retained earnings, endowment, accumulated income, or other funds		32	
	33	Total net assets or fund balances	14,834,178.	33	21,047,595.
	34	Total liabilities and net assets/fund balances	38,182,116.	34	40,069,516.

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI ..... [X]

1	Total revenue (must equal Part VIII, column (A), line 12)	1	24,253,979.
2	Total expenses (must equal Part IX, column (A), line 25)	2	17,144,589.
3	Revenue less expenses. Subtract line 2 from line 1	3	7,109,390.
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	14,834,178.
5	Net unrealized gains (losses) on investments	5	42,193.
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	-938,166.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	21,047,595.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII ..... [ ]

			Yes	No
1	Accounting method used to prepare the Form 990: [ ] Cash [X] Accrual [ ] Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: [ ] Separate basis [ ] Consolidated basis [ ] Both consolidated and separate basis	2a		X
b	Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: [X] Separate basis [ ] Consolidated basis [ ] Both consolidated and separate basis	2b	X	
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.	2c	X	
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?	3a		X
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits	3b		

Form 990 (2018)

SCHEDULE A
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.
▶ **Attach to Form 990 or Form 990-EZ.**
▶ **Go to www.irs.gov/Form990 for instructions and the latest information.**

OMB No. 1545-0047

2018

Open to Public Inspection

Name of the organization	**Employer identification number**
THE FOUNDATION FOR HISPANIC EDUCATION	94-2434925

Part I **Reason for Public Charity Status** (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**
2 ☒ A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990 or 990-EZ).)
3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**
4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state: _____
5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)
6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**
7 ☐ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
8 ☐ A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
9 ☐ An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____
10 ☐ An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions - subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)
11 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**
12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3).** Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.

a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
f Enter the number of supported organizations .....
g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document? Yes	(iv) No	(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
Total						

Part II **Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 **Total.** Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 **Public support.** Subtract line 5 from line 4.						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 **Total support.** Add lines 7 through 10						

12 Gross receipts from related activities, etc. (see instructions) 12

13 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ▶ ☐

Section C. Computation of Public Support Percentage

14 Public support percentage for 2018 (line 6, column (f) divided by line 11, column (f)) 14 %

15 Public support percentage from 2017 Schedule A, Part II, line 14 15 %

16a **33 1/3% support test - 2018.** If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

b **33 1/3% support test - 2017.** If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

17a **10% -facts-and-circumstances test - 2018.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and **stop here.** Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ▶ ☐

b **10% -facts-and-circumstances test - 2017.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and **stop here.** Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ▶ ☐

18 **Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ▶ ☐

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 **Total.** Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of $5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 **Public support.** (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 **Total support.** (Add lines 9, 10c, 11, and 12.)						

14 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ▶ ☐

Section C. Computation of Public Support Percentage

15 Public support percentage for 2018 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2017 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for **2018** (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from **2017** Schedule A, Part III, line 17	18	%

19a **33 1/3% support tests - 2018.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

b **33 1/3% support tests - 2017.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ▶ ☐

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

			Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? *If "No," describe in* **Part VI** *how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.*	1		
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? *If "Yes," explain in* **Part VI** *how the organization determined that the supported organization was described in section 509(a)(1) or (2).*	2		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? *If "Yes," answer (b) and (c) below.*	3a		
b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? *If "Yes," describe in* **Part VI** *when and how the organization made the determination.*	3b		
c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? *If "Yes," explain in* **Part VI** *what controls the organization put in place to ensure such use.*	3c		
4a	Was any supported organization not organized in the United States ("foreign supported organization")? *If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.*	4a		
b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? *If "Yes," describe in* **Part VI** *how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.*	4b		
c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? *If "Yes," explain in* **Part VI** *what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.*	4c		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? *If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in* **Part VI,** *including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).*	5a		
b	**Type I or Type II only.** Was any added or substituted supported organization part of a class already designated in the organization's organizing document?	5b		
c	**Substitutions only.** Was the substitution the result of an event beyond the organization's control?	5c		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? *If "Yes," provide detail in* **Part VI.**	6		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? *If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).*	7		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? *If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).*	8		
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? *If "Yes," provide detail in* **Part VI.**	9a		
b	Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? *If "Yes," provide detail in* **Part VI.**	9b		
c	Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? *If "Yes," provide detail in* **Part VI.**	9c		
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? *If "Yes," answer 10b below.*	10a		
b	Did the organization have any excess business holdings in the tax year? *(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)*	10b		

Part IV Supporting Organizations *(continued)*

			Yes	No
11	Has the organization accepted a gift or contribution from any of the following persons?			
a	A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?	**11a**		
b	A family member of a person described in (a) above?	**11b**		
c	A 35% controlled entity of a person described in (a) or (b) above? *If "Yes" to a, b, or c, provide detail in* **Part VI.**	**11c**		

Section B. Type I Supporting Organizations

			Yes	No
1	Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? *If "No," describe in* **Part VI** *how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.*	**1**		
2	Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? *If "Yes," explain in* **Part VI** *how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.*	**2**		

Section C. Type II Supporting Organizations

			Yes	No
1	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? *If "No," describe in* **Part VI** *how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).*	**1**		

Section D. All Type III Supporting Organizations

			Yes	No
1	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	**1**		
2	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? *If "No," explain in* **Part VI** *how the organization maintained a close and continuous working relationship with the supported organization(s).*	**2**		
3	By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? *If "Yes," describe in* **Part VI** *the role the organization's supported organizations played in this regard.*	**3**		

Section E. Type III Functionally Integrated Supporting Organizations

1 *Check the box next to the method that the organization used to satisfy the Integral Part Test during the year* **(see instructions).**

a ☐ The organization satisfied the Activities Test. *Complete* **line 2** *below.*

b ☐ The organization is the parent of each of its supported organizations. *Complete* **line 3** *below.*

c ☐ The organization supported a governmental entity. *Describe in* **Part VI** *how you supported a government entity (see instructions).*

			Yes	No
2	Activities Test. **Answer (a) and (b) below.**			
a	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? *If "Yes," then in* **Part VI identify those supported organizations and explain** *how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.*	**2a**		
b	Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? *If "Yes," explain in* **Part VI** *the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.*	**2b**		
3	Parent of Supported Organizations. **Answer (a) and (b) below.**			
a	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? *Provide details in* **Part VI.**	**3a**		
b	Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? *If "Yes," describe in* **Part VI** *the role played by the organization in this regard.*	**3b**		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI.) **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1 Net short-term capital gain	**1**		
2 Recoveries of prior-year distributions	**2**		
3 Other gross income (see instructions)	**3**		
4 Add lines 1 through 3	**4**		
5 Depreciation and depletion	**5**		
6 Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	**6**		
7 Other expenses (see instructions)	**7**		
8 **Adjusted Net Income** (subtract lines 5, 6, and 7 from line 4)	**8**		

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a Average monthly value of securities	**1a**		
b Average monthly cash balances	**1b**		
c Fair market value of other non-exempt-use assets	**1c**		
d **Total** (add lines 1a, 1b, and 1c)	**1d**		
e **Discount** claimed for blockage or other factors (explain in detail in **Part VI**):			
2 Acquisition indebtedness applicable to non-exempt-use assets	**2**		
3 Subtract line 2 from line 1d	**3**		
4 Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions)	**4**		
5 Net value of non-exempt-use assets (subtract line 4 from line 3)	**5**		
6 Multiply line 5 by .035	**6**		
7 Recoveries of prior-year distributions	**7**		
8 **Minimum Asset Amount** (add line 7 to line 6)	**8**		

Section C - Distributable Amount			Current Year
1 Adjusted net income for prior year (from Section A, line 8, Column A)	**1**		
2 Enter 85% of line 1	**2**		
3 Minimum asset amount for prior year (from Section B, line 8, Column A)	**3**		
4 Enter greater of line 2 or line 3	**4**		
5 Income tax imposed in prior year	**5**		
6 **Distributable Amount.** Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions)	**6**		

7 ☐ Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

Part V **Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations** *(continued)*

Section D - Distributions		**Current Year**
1	Amounts paid to supported organizations to accomplish exempt purposes	
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	
4	Amounts paid to acquire exempt-use assets	
5	Qualified set-aside amounts (prior IRS approval required)	
6	Other distributions (describe in **Part VI**). See instructions.	
7	**Total annual distributions.** Add lines 1 through 6.	
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in **Part VI**). See instructions.	
9	Distributable amount for 2018 from Section C, line 6	
10	Line 8 amount divided by line 9 amount	

Section E - Distribution Allocations (see instructions)		**(i) Excess Distributions**	**(ii) Underdistributions Pre-2018**	**(iii) Distributable Amount for 2018**
1	Distributable amount for 2018 from Section C, line 6			
2	Underdistributions, if any, for years prior to 2018 (reasonable cause required- explain in **Part VI**). See instructions.			
3	Excess distributions carryover, if any, to 2018			
a	From 2013			
b	From 2014			
c	From 2015			
d	From 2016			
e	From 2017			
f	**Total** of lines 3a through e			
g	Applied to underdistributions of prior years			
h	Applied to 2018 distributable amount			
i	Carryover from 2013 not applied (see instructions)			
j	Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4	Distributions for 2018 from Section D, line 7: $			
a	Applied to underdistributions of prior years			
b	Applied to 2018 distributable amount			
c	Remainder. Subtract lines 4a and 4b from 4.			
5	Remaining underdistributions for years prior to 2018, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in **Part VI.** See instructions.			
6	Remaining underdistributions for 2018. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in **Part VI**. See instructions.			
7	**Excess distributions carryover to 2019.** Add lines 3j and 4c.			
8	Breakdown of line 7:			
a	Excess from 2014			
b	Excess from 2015			
c	Excess from 2016			
d	Excess from 2017			
e	Excess from 2018			

Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

Schedule B
(Form 990, 990-EZ, or 990-PF)
Department of the Treasury
Internal Revenue Service

Schedule of Contributors

▶ **Attach to Form 990, Form 990-EZ, or Form 990-PF.**
▶ **Go to www.irs.gov/Form990 for the latest information.**

OMB No. 1545-0047

2018

Name of the organization
THE FOUNDATION FOR HISPANIC EDUCATION

Employer identification number
94-2434925

Organization type (check one):

Filers of:	**Section:**
Form 990 or 990-EZ	[X] 501(c)(3) (enter number) organization
	[ ] 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation
	[ ] 527 political organization
Form 990-PF	[ ] 501(c)(3) exempt private foundation
	[ ] 4947(a)(1) nonexempt charitable trust treated as a private foundation
	[ ] 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule.**
Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

[X] For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling $5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

[ ] For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** $5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

[ ] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than $1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

[ ] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than $1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling $5,000 or more during the year ..... ▶ $ _____

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization
THE FOUNDATION FOR HISPANIC EDUCATION

Employer identification number
94-2434925

Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	SILICON VALLEY COMMUNITY FOUNDATION 2440 WEST EL CAMINO REAL, SUITE 300 MOUNTAIN VIEW, CA 94040	$ 8,300,000.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
2	JOHN MATTHEW & ANDIE SOBRATO 879 NORTH 5TH STREET SAN JOSE, CA 95112	$ 5,400.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

Name of organization
THE FOUNDATION FOR HISPANIC EDUCATION

Employer identification number
94-2434925

Part II **Noncash Property** (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	

Name of organization
THE FOUNDATION FOR HISPANIC EDUCATION

Employer identification number
94-2434925

Part III **Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than $1,000 for the year from any one contributor.** Complete columns **(a)** through **(e) and** the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of **$1,000 or less** for the year. (Enter this info. once.) ▶ $

Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

SCHEDULE D (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
▶ Attach to Form 990.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2018

Open to Public Inspection

Name of the organization THE FOUNDATION FOR HISPANIC EDUCATION

Employer identification number 94-2434925

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

		(a) Donor advised funds	(b) Funds and other accounts
1	Total number at end of year		
2	Aggregate value of contributions to (during year)		
3	Aggregate value of grants from (during year)		
4	Aggregate value at end of year		

5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? ☐ Yes ☐ No

6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? ☐ Yes ☐ No

Part II Conservation Easements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).

☐ Preservation of land for public use (e.g., recreation or education)
☐ Preservation of a historically important land area
☐ Protection of natural habitat
☐ Preservation of a certified historic structure
☐ Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

			Held at the End of the Tax Year
a	Total number of conservation easements	2a	
b	Total acreage restricted by conservation easements	2b	
c	Number of conservation easements on a certified historic structure included in (a)	2c	
d	Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register	2d	

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶ _____

4 Number of states where property subject to conservation easement is located ▶ _____

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ _____

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ $ _____

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIII, the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1 ▶ $ _____

(ii) Assets included in Form 990, Part X ▶ $ _____

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items:

a Revenue included on Form 990, Part VIII, line 1 ▶ $ _____

b Assets included in Form 990, Part X ▶ $ _____

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets *(continued)*

3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):

a ☐ Public exhibition
b ☐ Scholarly research
c ☐ Preservation for future generations
d ☐ Loan or exchange programs
e ☐ Other _____

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII and complete the following table:

		Amount
c Beginning balance	1c	
d Additions during the year	1d	
e Distributions during the year	1e	
f Ending balance	1f	

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII ☐

Part V Endowment Funds. Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

a Board designated or quasi-endowment ▶ _____%
b Permanent endowment ▶ _____%
c Temporarily restricted endowment ▶ _____%

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

		Yes	No
(i) unrelated organizations	3a(i)		
(ii) related organizations	3a(ii)		
b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?	3b		

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land		5,353,371.		5,353,371.
b Buildings		31,085,173.	5,134,269.	25,950,904.
c Leasehold improvements		1,686,442.	372,476.	1,313,966.
d Equipment		1,552,687.	511,743.	1,040,944.
e Other		316,353.		316,353.
Total. Add lines 1a through 1e. *(Column (d) must equal Form 990, Part X, column (B), line 10c.)* ▶				33,975,538.

Schedule D (Form 990) 2018

832052 10-29-18

Part VII Investments - Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

Part VIII Investments - Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 15.)* ▶	

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) INTEREST RATE SWAP AGREEMENT	597,056.
(3) CASH OVERDRAFT	174,275.
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 25.)* ▶	771,331.

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII [X]

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements			1	23,346,109.
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:				
a	Net unrealized gains (losses) on investments	2a	42,193.		
b	Donated services and use of facilities	2b			
c	Recoveries of prior year grants	2c			
d	Other (Describe in Part XIII.)	2d	-938,166.		
e	Add lines **2a** through **2d**			2e	-895,973.
3	Subtract line **2e** from line **1**			3	24,242,082.
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	11,897.		
b	Other (Describe in Part XIII.)	4b			
c	Add lines **4a** and **4b**			4c	11,897.
5	Total revenue. Add lines **3** and **4c.** *(This must equal Form 990, Part I, line 12.)*			5	24,253,979.

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements			1	17,132,692.
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:				
a	Donated services and use of facilities	2a			
b	Prior year adjustments	2b			
c	Other losses	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines **2a** through **2d**			2e	0.
3	Subtract line **2e** from line **1**			3	17,132,692.
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	11,897.		
b	Other (Describe in Part XIII.)	4b			
c	Add lines **4a** and **4b**			4c	11,897.
5	Total expenses. Add lines **3** and **4c.** *(This must equal Form 990, Part I, line 18.)*			5	17,144,589.

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART X, LINE 2:

THE FOUNDATION IS A NON-PROFIT ENTITY EXEMPT FROM THE PAYMENT OF INCOME TAXES UNDER INTERNAL REVENUE CODE SECTION 501(C)(3) AND CALIFORNIA REVENUE AND TAXATION CODE SECTION 23701D. ACCORDINGLY, NO PROVISION HAS BEEN MADE FOR INCOME TAXES. MANAGEMENT HAS DETERMINED THAT ALL INCOME TAX POSITIONS ARE MORE LIKELY THAN NOT OF BEING SUSTAINED UPON POTENTIAL AUDIT OR EXAMINATION; THEREFORE, NO DISCLOSURES OF UNCERTAIN INCOME TAX POSITIONS ARE REQUIRED. THE FOUNDATION IS SUBJECT TO INCOME TAX ON NET INCOME THAT IS DERIVED FROM BUSINESS ACTIVITIES THAT ARE UNRELATED TO THE EXEMPT PURPOSES. THE FOUNDATION FILES AN EXEMPT SCHOOL RETURN AND APPLICABLE UNRELATED BUSINES INCOME TAX RETURN IN THE US FEDERAL JURISDICTION AND WITH THE CALIFORNIA FRANCHISE TAX BOARD.

Part XIII Supplemental Information *(continued)*

PART XI, LINE 2D - OTHER ADJUSTMENTS:

CHANGE IN VALUE OF SWAP AGREEMENT	-938,166.

SCHEDULE E
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Schools

▶ **Complete if the organization answered "Yes" on Form 990, Part IV, line 13, or Form 990-EZ, Part VI, line 48.**
▶ **Attach to Form 990 or Form 990-EZ.**
▶ **Go to www.irs.gov/Form990 for the latest information.**

OMB No. 1545-0047

2018

Open to Public Inspection

Name of the organization THE FOUNDATION FOR HISPANIC EDUCATION

Employer identification number 94-2434925

Part I

			YES	NO
1	Does the organization have a racially nondiscriminatory policy toward students by statement in its charter, bylaws, other governing instrument, or in a resolution of its governing body?	1	X	
2	Does the organization include a statement of its racially nondiscriminatory policy toward students in all its brochures, catalogues, and other written communications with the public dealing with student admissions, programs, and scholarships?	2	X	
3	Has the organization publicized its racially nondiscriminatory policy through newspaper or broadcast media during the period of solicitation for students, or during the registration period if it has no solicitation program, in a way that makes the policy known to all parts of the general community it serves? If "Yes," please describe. If "No," please explain. If you need more space, use Part II	3		X
	THE ORGANIZATION HAS NOT USED NEWSPAPER OR BROADCAST MEDIA IN A MANNER NECESSITATING PUBLICIZING THE NON-DISCRIMINATION POLICY. THE NON-DISCRIMINATION POLICY CAN BE FOUND ON THE WEBSITE, IN THE STUDENT HANDBOOK AND IN CATALOG MATERIALS.			
4	Does the organization maintain the following?			
a	Records indicating the racial composition of the student body, faculty, and administrative staff?	4a	X	
b	Records documenting that scholarships and other financial assistance are awarded on a racially nondiscriminatory basis?	4b	X	
c	Copies of all catalogues, brochures, announcements, and other written communications to the public dealing with student admissions, programs, and scholarships?	4c	X	
d	Copies of all material used by the organization or on its behalf to solicit contributions?	4d	X	
	If you answered "No" to any of the above, please explain. If you need more space, use Part II.			
5	Does the organization discriminate by race in any way with respect to:			
a	Students' rights or privileges?	5a		X
b	Admissions policies?	5b		X
c	Employment of faculty or administrative staff?	5c		X
d	Scholarships or other financial assistance?	5d		X
e	Educational policies?	5e		X
f	Use of facilities?	5f		X
g	Athletic programs?	5g		X
h	Other extracurricular activities?	5h		X
	If you answered "Yes" to any of the above, please explain. If you need more space, use Part II.			
6a	Does the organization receive any financial aid or assistance from a governmental agency?	6a	X	
b	Has the organization's right to such aid ever been revoked or suspended?	6b		X
	If you answered "Yes" on either line 6a or line 6b, explain on Part II.			
7	Does the organization certify that it has complied with the applicable requirements of sections 4.01 through 4.05 of Rev. Proc. 75-50, 1975-2 C.B. 587, covering racial nondiscrimination? If "No," explain on Part II	7	X	

Part II **Supplemental Information.** Provide the explanations required by Part I, lines 3, 4d, 5h, 6b, and 7, as applicable. Also provide any other additional information.

LINE 6 - EXPLANATION OF GOVERNMENT FINANCIAL AID:

FUNDS ARE RECEIVED FROM THE CALIFORNIA DEPARTMENT OF EDUCATION FOR THE OPERATION OF LATINO COLLEGE PREPARATORY ACADEMY (LCPA), LUIS VALDEZ LEADERSHIP ACADEMY (LVLA) AND B ROBERTO CRUZ LEADERSHIP ACADEMY (RCLA). THE THREE SCHOOLS WERE GRANTED APPROVAL TO OPERATE AS A SECONDARY CHARTER SCHOOL IN THE EAST SIDE UNION HIGH SCHOOL DISTRICT OF SANTA CLARA COUNTY.

SCHEDULE J (Form 990)

Department of the Treasury
Internal Revenue Service

Compensation Information

For certain Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

▶ **Complete if the organization answered "Yes" on Form 990, Part IV, line 23.**

▶ **Attach to Form 990.**

▶ **Go to www.irs.gov/Form990 for instructions and the latest information.**

OMB No. 1545-0047

2018

Open to Public Inspection

Name of the organization: THE FOUNDATION FOR HISPANIC EDUCATION

Employer identification number: 94-2434925

Part I Questions Regarding Compensation

		Yes	No
1a	Check the appropriate box(es) if the organization provided any of the following to or for a person listed on Form 990, Part VII, Section A, line 1a. Complete Part III to provide any relevant information regarding these items. ☐ First-class or charter travel ☐ Housing allowance or residence for personal use ☐ Travel for companions ☐ Payments for business use of personal residence ☐ Tax indemnification and gross-up payments ☐ Health or social club dues or initiation fees ☐ Discretionary spending account ☐ Personal services (such as maid, chauffeur, chef)		
b	If any of the boxes on line 1a are checked, did the organization follow a written policy regarding payment or reimbursement or provision of all of the expenses described above? If "No," complete Part III to explain **1b**		
2	Did the organization require substantiation prior to reimbursing or allowing expenses incurred by all directors, trustees, and officers, including the CEO/Executive Director, regarding the items checked on line 1a? **2**		
3	Indicate which, if any, of the following the filing organization used to establish the compensation of the organization's CEO/Executive Director. Check all that apply. Do not check any boxes for methods used by a related organization to establish compensation of the CEO/Executive Director, but explain in Part III. ☐ Compensation committee ☒ Written employment contract ☐ Independent compensation consultant ☐ Compensation survey or study ☐ Form 990 of other organizations ☒ Approval by the board or compensation committee		
4	During the year, did any person listed on Form 990, Part VII, Section A, line 1a, with respect to the filing organization or a related organization:		
a	Receive a severance payment or change-of-control payment? **4a**		X
b	Participate in, or receive payment from, a supplemental nonqualified retirement plan? **4b**		X
c	Participate in, or receive payment from, an equity-based compensation arrangement? **4c**		X
	If "Yes" to any of lines 4a-c, list the persons and provide the applicable amounts for each item in Part III.		
	Only section 501(c)(3), 501(c)(4), and 501(c)(29) organizations must complete lines 5-9.		
5	For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the revenues of:		
a	The organization? **5a**		X
b	Any related organization? **5b**		X
	If "Yes" on line 5a or 5b, describe in Part III.		
6	For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the net earnings of:		
a	The organization? **6a**		X
b	Any related organization? **6b**		X
	If "Yes" on line 6a or 6b, describe in Part III.		
7	For persons listed on Form 990, Part VII, Section A, line 1a, did the organization provide any nonfixed payments not described on lines 5 and 6? If "Yes," describe in Part III **7**		X
8	Were any amounts reported on Form 990, Part VII, paid or accrued pursuant to a contract that was subject to the initial contract exception described in Regulations section 53.4958-4(a)(3)? If "Yes," describe in Part III **8**		X
9	If "Yes" on line 8, did the organization also follow the rebuttable presumption procedure described in Regulations section 53.4958-6(c)? **9**		

Part II **Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees.** Use duplicate copies if additional space is needed.

For each individual whose compensation must be reported on Schedule J, report compensation from the organization on row (i) and from related organizations, described in the instructions, on row (ii). Do not list any individuals that aren't listed on Form 990, Part VII.

Note: The sum of columns (B)(i)-(iii) for each listed individual must equal the total amount of Form 990, Part VII, Section A, line 1a, applicable column (D) and (E) amounts for that individual.

(A) Name and Title		(B) Breakdown of W-2 and/or 1099-MISC compensation			(C) Retirement and other deferred compensation	(D) Nontaxable benefits	(E) Total of columns (B)(i)-(D)	(F) Compensation in column (B) reported as deferred on prior Form 990
		(i) Base compensation	(ii) Bonus & incentive compensation	(iii) Other reportable compensation				
(1) JOSHUA QUITORIANO	(i)	143,000.	0.	0.	6,198.	11,946.	161,144.	0.
CFO	(ii)	0.	0.	0.	0.	0.	0.	0.
(2) SHERRY SEGURA	(i)	180,000.	0.	0.	26,196.	15,300.	221,496.	0.
CEO	(ii)	0.	0.	0.	0.	0.	0.	0.
(3) JEFFREY CAMARILLO	(i)	135,750.	0.	0.	20,898.	12,465.	169,113.	0.
SCHOOL PRINCIPAL	(ii)	0.	0.	0.	0.	0.	0.	0.
(4) JESUS RIOS	(i)	120,750.	0.	0.	18,567.	19,546.	158,863.	0.
SCHOOL PRINCIPAL	(ii)	0.	0.	0.	0.	0.	0.	0.
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
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	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							

Part III **Supplemental Information**

Provide the information, explanation, or descriptions required for Part I, lines 1a, 1b, 3, 4a, 4b, 4c, 5a, 5b, 6a, 6b, 7, and 8, and for Part II. Also complete this part for any additional information.

PART I, LINE 3:

COMPENSATION FOR THE CEO IS DETERMINED BY THE BOARD OF DIRECTORS AND REQUIRES THEIR DIRECT APPROVAL. THERE IS A WRITTEN EMPLOYMENT CONTRACT SIGNED BY THE CEO.

SCHEDULE O (Form 990 or 990-EZ)	Supplemental Information to Form 990 or 990-EZ	OMB No. 1545-0047
Department of the Treasury Internal Revenue Service	Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information. ▶ Attach to Form 990 or 990-EZ. ▶ Go to www.irs.gov/Form990 for the latest information.	2018 Open to Public Inspection

Name of the organization	Employer identification number
THE FOUNDATION FOR HISPANIC EDUCATION	94-2434925

FORM 990, PART III, LINE 4D, OTHER PROGRAM SERVICES:

PROVIDED LEADERSHIP IN THE EDUCATION OF ENGLISH LANGUAGE LEARNERS(ELL) AND THE DEVELOPMENT OF SPECIALIZED TRAINING PROGRAMS FOR TEACHERS OF ENGLISH LANGUAGE LEARNERS.

EXPENSES $ 681,601. INCLUDING GRANTS OF $ 0. REVENUE $ 0.

FORM 990, PART VI, SECTION B, LINE 11B:

THE FORM 990 IS PREPARED BY THE ORGANIZATION'S OUTSIDE PUBLIC ACCOUNTING FIRM BASED ON INFORMATION PROVIDED BY MANAGEMENT. ONCE A DRAFT OF THE RETURN IS AVAILABLE, IT IS REVIEWED BY THE CFO AND PRESIDENT. ANY CHANGES OR REVISIONS ARE INCORPORATED INTO THE FILING PRIOR TO SUBMITTING TO THE IRS.

FORM 990, PART VI, SECTION B, LINE 12C:

EACH DESIGNATED EMPLOYEE, INCLUDING GOVERNING BOARD MEMBERS, FILES A STATEMENT OF ECONOMIC INTEREST. THE ORGANIZATION'S BOARD DOES AN ANNUAL REVIEW TO CONSIDER ANY POTENTIAL CONFLICTS OF INTEREST. IF A CONFLICT IS FOUND, APPROPRIATE STEPS ARE TAKEN TO RESOLVE THE CONFLICT. GOVERNING MEMBERS SHALL DISCLOSE A DISQUALIFYING INTEREST AT THE MEETING DURING WHICH CONSIDERATION OF THE DECISION TAKES PLACE, WHICH WILL BE MADE PART OF THEIR OFFICIAL RECORD. THE BOARD MEMBER WILL REFRAIN FROM PARTICIPATING IN THE DECISION IN ANY WAY.

FORM 990, PART VI, SECTION B, LINE 15:

THE BOARD DETERMINED THE COMPENSATION FOR THE CEO. THE CEO DETERMINED THE COMPENSATION FOR DIRECT REPORTS.

Name of the organization THE FOUNDATION FOR HISPANIC EDUCATION

Employer identification number 94-2434925

FORM 990, PART VI, SECTION C, LINE 19:

THE GOVERNING DOCUMENTS, CONFLICT OF INTEREST POLICY, AND FINANCIAL STATEMENTS ARE AVAILABLE TO THE PUBLIC UPON REQUEST

FORM 990, PART XI, LINE 9, CHANGES IN NET ASSETS:

CHANGE IN FMV OF INTEREST RATE SWAP AGREEMENT -938,166.

Form **8868**
(Rev. January 2019)

Department of the Treasury
Internal Revenue Service

Application for Automatic Extension of Time To File an Exempt Organization Return

▶ **File a separate application for each return.**
▶ **Go to www.irs.gov/Form8868 for the latest information.**

OMB No. 1545-1709

Electronic filing (e-file). You can electronically file Form 8868 to request a 6-month automatic extension of time to file any of the forms listed below with the exception of Form 8870, Information Return for Transfers Associated With Certain Personal Benefit Contracts, for which an extension request must be sent to the IRS in paper format (see instructions). For more details on the electronic filing of this form, visit *www.irs.gov/e-file-providers/e-file-for-charities-and-non-profits.*

Automatic 6-Month Extension of Time. Only submit original (no copies needed).

All corporations required to file an income tax return other than Form 990-T (including 1120-C filers), partnerships, REMICs, and trusts must use Form 7004 to request an extension of time to file income tax returns.

Enter filer's identifying number

Type or print

File by the due date for filing your return. See instructions.

Name of exempt organization or other filer, see instructions.	Employer identification number (EIN) or
THE FOUNDATION FOR HISPANIC EDUCATION	94-2434925
Number, street, and room or suite no. If a P.O. box, see instructions.	Social security number (SSN)
14271 STORY ROAD	
City, town or post office, state, and ZIP code. For a foreign address, see instructions.	
SAN JOSE, CA 95127	

Enter the Return Code for the return that this application is for (file a separate application for each return) 0 1

Application Is For	Return Code	Application Is For	Return Code
Form 990 or Form 990-EZ	01	Form 990-T (corporation)	07
Form 990-BL	02	Form 1041-A	08
Form 4720 (individual)	03	Form 4720 (other than individual)	09
Form 990-PF	04	Form 5227	10
Form 990-T (sec. 401(a) or 408(a) trust)	05	Form 6069	11
Form 990-T (trust other than above)	06	Form 8870	12

- The books are in the care of ▶ CYNTHIA TAPIA 14271 STORY ROAD - SAN JOSE, CA 95127
  Telephone No. ▶ 408-585-5022 Fax No. ▶
- If the organization does not have an office or place of business in the United States, check this box ..... ▶ ☐
- If this is for a Group Return, enter the organization's four digit Group Exemption Number (GEN) _____. If this is for the whole group, check this box ▶ ☐. If it is for part of the group, check this box ▶ ☐ and attach a list with the names and EINs of all members the extension is for.

1 I request an automatic 6-month extension of time until MAY 15, 2020, to file the exempt organization return for the organization named above. The extension is for the organization's return for:
▶ ☐ calendar year _____ or
▶ ☒ tax year beginning JUL 1, 2018, and ending JUN 30, 2019.

2 If the tax year entered in line 1 is for less than 12 months, check reason: ☐ Initial return ☐ Final return
☐ Change in accounting period

3a	If this application is for Forms 990-BL, 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions.	**3a**	$	0.
b	If this application is for Forms 990-PF, 990-T, 4720, or 6069, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit.	**3b**	$	0.
c	**Balance due.** Subtract line 3b from line 3a. Include your payment with this form, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions.	**3c**	$	0.

Caution: If you are going to make an electronic funds withdrawal (direct debit) with this Form 8868, see Form 8453-EO and Form 8879-EO for payment instructions.

LHA **For Privacy Act and Paperwork Reduction Act Notice, see instructions.** Form **8868** (Rev. 1-2019)

823841 12-19-18

TAXABLE YEAR **2018**

California Exempt Organization Annual Information Return

828941 12-12-18
FORM **199**

Calendar Year 2018 or fiscal year beginning (mm/dd/yyyy) 07/01/2018 , and ending (mm/dd/yyyy) 06/30/2019 .

Corporation/Organization name	California corporation number
THE FOUNDATION FOR HISPANIC EDUCATION	0823754
Additional information. See instructions.	FEIN 94-2434925
Street address (suite or room) 14271 STORY ROAD	PMB no.
City SAN JOSE / State CA / ZIP code 95127	
Foreign country name / Foreign province/state/county / Foreign postal code	

A First Return ..... ☐ Yes ☒ No
B Amended Return ..... ● ☐ Yes ☒ No
C IRC Section 4947(a)(1) trust ..... ☐ Yes ☒ No
D Final Information Return?
● ☐ Dissolved ☐ Surrendered (Withdrawn) ☐ Merged/Reorganized
Enter date: (mm/dd/yyyy) ● _____
E Check accounting method: (1) ☐ Cash (2) ☒ Accrual (3) ☐ Other
F Federal return filed? (1) ● ☐ 990T (2) ● ☐ 990PF (3) ● ☐ Sch H (990)
(4) ☒ Other 990 series
G Is this a group filing? See instructions ..... ● ☐ Yes ☒ No
H Is this organization in a group exemption ..... ☐ Yes ☒ No
If "Yes," what is the parent's name?
_____
I Did the organization have any changes to its guidelines not reported to the FTB? See instructions ..... ● ☐ Yes ☒ No

J If exempt under R&TC Section 23701d, has the organization engaged in political activities? See instructions. ..... ● ☐ Yes ☒ No
K Is the organization exempt under R&TC Section 23701g? ● ☐ Yes ☒ No
If "Yes," enter the gross receipts from nonmember sources $ _____
L If organization is a public charity exempt under R&TC Section 23701d and meets the filing fee exception, check box. No filing fee is required ..... ● ☒
M Is the organization a Limited Liability Company? ..... ● ☐ Yes ☒ No
N Did the organization file Form 100 or Form 109 to report taxable income? ..... ● ☐ Yes ☒ No
O Is the organization under audit by the IRS or has the IRS audited in a prior year? ..... ● ☐ Yes ☒ No
P Is federal Form 1023/1024 pending? ..... ☐ Yes ☒ No
Date filed with IRS _____

Part I Complete Part I unless not required to file this form. See General Information B and C.

Receipts and Revenues	1	Gross sales or receipts from other sources. From Side 2, Part II, line 8 ..... ●			1	2,144,054 00
	2	Gross dues and assessments from members and affiliates ..... ●			2	00
	3	Gross contributions, gifts, grants, and similar amounts received STMT 1 ..... ●			3	22,689,120 00
	4	Total gross receipts for filing requirement test. Add line 1 through line 3. This line must be completed. If the result is less than $50,000, see General Information B ..... ●			4	24,833,174 00
	5	Cost of goods sold ..... ●	5	00		
	6	Cost or other basis, and sales expenses of assets sold ..... ●	6	579,195 00		
	7	Total costs. Add line 5 and line 6			7	579,195 00
	8	Total gross income. Subtract line 7 from line 4 ..... ●			8	24,253,979 00
Expenses	9	Total expenses and disbursements. From Side 2, Part II, line 18 ..... ●			9	17,144,589 00
	10	Excess of receipts over expenses and disbursements. Subtract line 9 from line 8 ..... ●			10	7,109,390 00
Filing Fee	11	Total payments ..... ●			11	00
	12	Use tax. See General Information K ..... ●			12	00
	13	Payments balance. If line 11 is more than line 12, subtract line 12 from line 11 ..... ●			13	00
	14	Use tax balance. If line 12 is more than line 11, subtract line 11 from line 12 ..... ●			14	00
	15	Filing fee $10 or $25. See General Information F			15	N/A 00
	16	Penalties and Interest. See General Information J			16	00
	17	**Balance due.** Add line 12, line 15, and line 16. Then subtract line 11 from the result ..... ◉			17	00

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of officer ▶ | Title BOARD PRESIDEN | Date | ● Telephone 408-585-5022

Paid Preparer's Use Only

Preparer's signature ▶ DERRICK DEBRUYNE | Date 05/22/20 | Check if self-employed ▶ ☐ | ● PTIN P00591016

Firm's name (or yours, if self-employed) and address ▶ CLIFTONLARSONALLEN LLP
2210 EAST ROUTE 66
GLENDORA, CA 91740

● Firm's FEIN 41-0746749
● Telephone (626) 857-7300

May the FTB discuss this return with the preparer shown above? See instructions ..... ● ☒ Yes ☐ No

Part II **Organizations with gross receipts of more than $50,000 and private foundations regardless of amount of gross receipts - complete Part II or furnish substitute information.**

828951 12-12-18

SEE PART II SUBSTITUTE ATTACHMENT

Receipts from Other Sources	1	Gross sales or receipts from all business activities. See instructions	1		00
	2	Interest	2		00
	3	Dividends	3		00
	4	Gross rents	4		00
	5	Gross royalties	5		00
	6	Gross amount received from sale of assets (See Instructions)	6		00
	7	Other income	7		00
	8	**Total** gross sales or receipts from other sources. Add line 1 through line 7. Enter here and on Side 1, Part I, line 1	8		00
Expenses and Disbursements	9	Contributions, gifts, grants, and similar amounts paid	9		00
	10	Disbursements to or for members	10		00
	11	Compensation of officers, directors, and trustees	11	0	00
	12	Other salaries and wages	12		00
	13	Interest	13		00
	14	Taxes	14		00
	15	Rents	15		00
	16	Depreciation and depletion (See instructions)	16		00
	17	Other Expenses and Disbursements	17		00
	18	**Total** expenses and disbursements. Add line 9 through line 17. Enter here and on Side 1, Part I, line 9	18		00

Schedule L **Balance Sheet**

Assets	Beginning of taxable year (a)	Beginning of taxable year (b)	End of taxable year (c)	End of taxable year (d)
1 Cash				
2 Net accounts receivable				
3 Net notes receivable				
4 Inventories				
5 Federal and state government obligations				
6 Investments in other bonds				
7 Investments in stock				
8 Mortgage loans				
9 Other investments				
10 a Depreciable assets				
b Less accumulated depreciation	( )		( )	
11 Land				
12 Other assets				
13 **Total assets**				
Liabilities and net worth				
14 Accounts payable				
15 Contributions, gifts, or grants payable				
16 Bonds and notes payable				
17 Mortgages payable				
18 Other liabilities				
19 Capital stock or principal fund				
20 Paid-in or capital surplus. Attach reconciliation				
21 Retained earnings or income fund				
22 **Total liabilities and net worth**				

Schedule M-1 **Reconciliation of income per books with income per return**

Do not complete this schedule if the amount on Schedule L, line 13, column (d), is less than $50,000.

1 Net income per books		7 Income recorded on books this year not included in this return	
2 Federal income tax		8 Deductions in this return not charged against book income this year	
3 Excess of capital losses over capital gains		9 Total. Add line 7 and line 8	
4 Income not recorded on books this year		10 Net income per return. Subtract line 9 from line 6	
5 Expenses recorded on books this year not deducted in this return			
6 Total. Add line 1 through line 5			

CA 199 CASH CONTRIBUTIONS INCLUDED ON PART I, LINE 3 STATEMENT 1

CONTRIBUTOR'S NAME	CONTRIBUTOR'S ADDRESS	DATE OF GIFT	AMOUNT
SILICON VALLEY COMMUNITY FOUNDATION	2440 WEST EL CAMINO REAL, SUITE 300 MOUNTAIN VIEW, CA 94040	06/01/18	8,300,000.
JOHN MATTHEW & ANDIE SOBRATO	879 NORTH 5TH STREET SAN JOSE, CA 95112	02/26/19	5,400.
TOTAL INCLUDED ON LINE 3			8,305,400.

022

Date Accepted _____

DO NOT MAIL THIS FORM TO THE FTB

TAXABLE YEAR **2018**

California e-file Return Authorization for Exempt Organizations

FORM **8453-EO**

Exempt Organization name	Identifying number
THE FOUNDATION FOR HISPANIC EDUCATION	94-2434925

Part I Electronic Return Information (whole dollars only)

1	Total gross receipts (Form 199, line 4)	1 24,833,174
2	Total gross income (Form 199, line 8)	2 24,253,979
3	Total expenses and disbursements (Form 199, line 9)	3 17,144,589

Part II Settle Your Account Electronically for Taxable Year 2018

4 ☐ Electronic funds withdrawal **4a** Amount **4b** Withdrawal date (mm/dd/yyyy)

Part III Banking Information (Have you verified the exempt organization's banking information?)

5 Routing number _____

6 Account number **7** Type of account: ☐ Checking ☐ Savings

Part IV Declaration of Officer

I authorize the exempt organization's account to be settled as designated in Part II. If I check Part II, Box 4, I authorize an electronic funds withdrawal for the amount listed on line 4a.

Under penalties of perjury, I declare that I am an officer of the above exempt organization and that the information I provided to my electronic return originator (ERO), transmitter, or intermediate service provider and the amounts in Part I above agree with the amounts on the corresponding lines of the exempt organization's 2018 California electronic return. To the best of my knowledge and belief, the exempt organization's return is true, correct, and complete. If the exempt organization is filing a balance due return, I understand that if the Franchise Tax Board (FTB) does not receive full and timely payment of the exempt organization's fee liability, the exempt organization will remain liable for the fee liability and all applicable interest and penalties. I authorize the exempt organization return and accompanying schedules and statements be transmitted to the FTB by the ERO, transmitter, or intermediate service provider. **If the processing of the exempt organization's return or refund is delayed, I authorize the FTB to disclose to the ERO or intermediate service provider the reason(s) for the delay.**

Sign Here ▶ _____ Signature of officer | _____ Date | ▶ BOARD PRESIDENT Title

Part V Declaration of Electronic Return Originator (ERO) and Paid Preparer.

I declare that I have reviewed the above exempt organization's return and that the entries on form FTB 8453-EO are complete and correct to the best of my knowledge. (If I am only an intermediate service provider, I understand that I am not responsible for reviewing the exempt organization's return. I declare, however, that form FTB 8453-EO accurately reflects the data on the return.) I have obtained the organization officer's signature on form FTB 8453-EO before transmitting this return to the FTB; I have provided the organization officer with a copy of all forms and information that I will file with the FTB, and I have followed all other requirements described in FTB Pub. 1345, 2018 Handbook for Authorized e-file Providers. I will keep form FTB 8453-EO on file for **four** years from the due date of the return or **four** years from the date the exempt organization return is filed, whichever is later, and I will make a copy available to the FTB upon request. If I am also the paid preparer, under penalties of perjury, I declare that I have examined the above exempt organization's return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I make this declaration based on all information of which I have knowledge.

ERO Must Sign

ERO's signature ▶ | Date | Check if also paid preparer [X] | Check if self-employed ☐ | ERO's PTIN P00591016

Firm's name (or yours if self-employed) and address ▶ CLIFTONLARSONALLEN LLP
2210 EAST ROUTE 66
GLENDORA, CA

FEIN 41-0746749

ZIP code 91740

Under penalties of perjury, I declare that I have examined the above organization's return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I make this declaration based on all information of which I have knowledge.

Paid Preparer Must Sign

Paid preparer's signature ▶ | Date | Check if self-employed ☐ | Paid preparer's PTIN

Firm's name (or yours if self-employed) and address ▶ | FEIN | ZIP code

For Privacy Notice, get FTB 1131 ENG/SP. FTB 8453-EO 2018

829021 11-13-18

STATE OF CALIFORNIA
RRF-1
(Rev. 09/2017)

MAIL TO:
Registry of Charitable Trusts
P.O. Box 903447
Sacramento, CA 94203-4470

STREET ADDRESS:
1300 I Street
Sacramento, CA 95814
(916)210-6400

WEBSITE ADDRESS:
www.oag.ca.gov/charities

ANNUAL REGISTRATION RENEWAL FEE REPORT TO ATTORNEY GENERAL OF CALIFORNIA

Section 12586 and 12587, California Government Code
11 Cal. Code Regs. section 301-307, 311 and 312

Failure to submit this report annually no later than four months and fifteen days after the end of the organization's accounting period may result in the loss of tax exemption and the assessment of a minimum tax of $800, plus interest, and/or fines or filing penalties. Revenue & Taxation Code section 23703; Government Code section 12586.1. IRS extensions will be honored.

DEPARTMENT OF JUSTICE

(For Registry Use Only)

THE FOUNDATION FOR HISPANIC EDUCATION
Name of Organization

List all DBAs and names the organization uses or has used

14271 STORY ROAD
Address (Number and Street)

SAN JOSE, CA 95127
City or Town, State, and ZIP Code

408-585-5022
Telephone Number

ALVAREZNHUF@GMAIL.COM
E-mail Address

Check if:
- ☐ Change of address
- ☐ Amended report

State Charity Registration Number CT033710

Corporation or Organization No. 0823754

Federal Employer ID No. 94-2434925

ANNUAL REGISTRATION RENEWAL FEE SCHEDULE (11 Cal. Code Regs. sections 301-307, 311, and 312)
Make Check Payable to Department of Justice

Gross Annual Revenue	Fee	Gross Annual Revenue	Fee	Gross Annual Revenue	Fee
Less than $25,000	0	Between $100,001 and $250,000	$50	Between $1,000,001 and $10 million	$150
Between $25,000 and $100,000	$25	Between $250,001 and $1 million	$75	Between $10,000,001 and $50 million	$225
				Greater than $50 million	$300

PART A - ACTIVITIES

For your most recent full accounting period (beginning 07/01/2018 **ending** 06/30/2019 **) list:**

Gross Annual Revenue $ 24,253,979 **Noncash Contributions $** 0 **Total Assets $** 40,069,516

Program Expenses $ 14,052,838 **Total Expenses $** 17,144,589

PART B - STATEMENTS REGARDING ORGANIZATION DURING THE PERIOD OF THIS REPORT

Note: All questions must be answered. If you answer "yes" to any of the questions below, you must attach a separate page providing an explanation and details for each "yes" response. Please review RRF-1 instructions for information required.

		Yes	No
1.	During this reporting period, were there any contracts, loans, leases or other financial transactions between the organization and any officer, director or trustee thereof, either directly or with an entity in which any such officer, director or trustee had any financial interest?		X
2.	During this reporting period, was there any theft, embezzlement, diversion or misuse of the organization's charitable property or funds?		X
3.	During this reporting period, were any organization funds used to pay any penalty, fine or judgment?		X
4.	During this reporting period, were the services of a commercial fundraiser, fundraising counsel for charitable purposes, or commercial coventurer used?		X
5.	During this reporting period, did the organization receive any governmental funding? SEE STATEMENT 2	X	
6.	During this reporting period, did the organization hold a raffle for charitable purposes?		X
7.	Does the organization conduct a vehicle donation program?		X
8.	Did the organization conduct an independent audit and prepare audited financial statements in accordance with generally accepted accounting principles for this reporting period?	X	
9.	At the end of this reporting period, did the organization hold restricted net assets, while reporting negative unrestricted net assets?		X

I declare under penalty of perjury that I have examined this report, including accompanying documents, and to the best of my knowledge and belief, the content is true, correct and complete, and I am authorized to sign.

Signature of Authorized Agent	Printed Name	Title	Date
	ED ALVAREZ	BOARD PRESIDENT	

CA RRF-1 INFORMATION REGARDING GOVERNMENTAL FUNDING STATEMENT 2
PART B, LINE 5

CALIFORNIA DEPARTMENT OF EDUCATION
CHARTER SCHOOLS DIVISION
916-322-6029

THE FOUNDATION FOR HISPANIC EDUCATION

FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

YEAR ENDED JUNE 30, 2019
(WITH SUMMARIZED FINANCIAL INFORMATION FOR THE YEAR ENDED JUNE 30, 2018)

OPERATING:

Latino College Preparatory Academy (#0414)
Luis Valdez Leadership Academy (#1681)
B. Roberto Cruz Leadership Academy (#1675)

CLAconnect.com

WEALTH ADVISORY

OUTSOURCING

AUDIT, TAX, AND CONSULTING

THE FOUNDATION FOR HISPANIC EDUCATION
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(WITH COMPARATIVE TOTALS FOR JUNE 30, 2018)

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CliftonLarsonAllen LLP
CLAconnect.com

INDEPENDENT AUDITORS' REPORT

Board of Trustees
The Foundation for Hispanic Education
San Jose, California

Report on the financial statements

We have audited the accompanying financial statements of The Foundation for Hispanic Education (the Foundation), a California nonprofit public benefit corporation, which comprise the statement of financial position as of June 30, 2019, and the related statements of activities, cash flows and functional expenses for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the financial statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to on page one present fairly, in all material respects, the financial position of the Foundation as of June 30, 2019, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the Foundation's financial statements as a whole. The accompanying supplementary schedules as identified in the table of contents are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Report on Summarized Comparative Information

We have previously audited the Organization's June 30, 2018 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated December 17, 2018. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2018, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated February 4, 2020 on our consideration of the Foundation's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Foundation's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Foundation's internal control over financial reporting and compliance.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Glendora, California
February 4, 2020

THE FOUNDATION FOR HISPANIC EDUCATION
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2019
(WITH COMPARATIVE TOTALS FOR JUNE 30, 2018)

	2019	2018
ASSETS		
CURRENT ASSETS		
Cash and Cash Equivalents	$ 125,304	$ 1,468,756
Investments	1,761,755	2,263,177
Accounts Receivable	1,706,608	1,451,178
Pledges Receivable, Current	500,000	500,000
Deferred Lease Asset - Related Party	148,564	188,082
Prepaid Expenses	198,519	149,952
Total Current Assets	4,440,750	6,021,145
NONCURRENT ASSETS		
Pledges Receivable, Noncurrent	1,653,228	2,107,729
Deferred Lease Asset - Related Party	-	148,564
Interest Rate Swap Agreement	-	341,110
Property, Plant, and Equipment, Net	33,975,538	29,563,568
Total Long-Term Assets	35,628,766	32,160,971
Total Assets	$ 40,069,516	$ 38,182,116
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts Payable	$ 1,335,757	$ 2,987,101
Cash Overdraft	174,275	-
Accrued Liabilities	137,609	443,465
Notes Payable, Current Portion	442,209	2,164,954
Deferred Revenue	262,714	765,493
Due to Related Parties	-	33,504
Total Current Liabilities	2,352,564	6,394,517
NONCURRENT LIABILITIES		
Notes Payable, Net of Current Portion	16,064,801	16,945,921
Deferred Lease Revenue	7,500	7,500
Liabilities Related to Interest Swap Agreements	597,056	-
Total Long-Term Liabilities	16,669,357	16,953,421
Total Liabilities	19,021,921	23,347,938
NET ASSETS		
Without Donor Restrictions	18,844,845	12,178,599
With Donor Restrictions	2,202,750	2,655,579
Total Net Assets	21,047,595	14,834,178
Total Liabilities and Net Assets	$ 40,069,516	$ 38,182,116

See accompanying Notes to financial statements.

THE FOUNDATION FOR HISPANIC EDUCATION
STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2019
(WITH COMPARATIVE TOTALS FOR JUNE 30, 2018)

	2019			2018
	WITHOUT DONOR RESTRICTIONS	WITH DONOR RESTRICTIONS	Total	Total
REVENUES				
Apportionment Revenues	$ 7,317,072	$ -	$ 7,317,072	$ 5,947,706
Property Tax Revenue	4,566,117	-	4,566,117	4,714,376
Other State Revenue	1,643,518	-	1,643,518	1,698,690
Federal Revenue	734,928	-	734,928	732,881
Contributions and Grants	8,424,860	-	8,424,860	7,738,929
Lease Revenue	1,203,624	-	1,203,624	1,808,317
Other Revenue	282,273	-	282,273	100,008
Total Revenues	24,172,392	-	24,172,392	22,740,907
Net Assets Released from Restrictions	452,829	(452,829)	-	-
Total Revenue and Net Assets Released from Restrictions	24,625,221	(452,829)	24,172,392	22,740,907
EXPENSES				
Program Services	14,052,838	-	14,052,838	13,424,170
Management and General	3,079,854	-	3,079,854	3,008,536
Total Expenses	17,132,692	-	17,132,692	16,432,706
OPERATING INCOME (LOSS)	7,492,529	(452,829)	7,039,700	6,308,201
OTHER INCOME (EXPENSE)				
Change in Value of Interest Rate Swap	(938,166)	-	(938,166)	662,666
Return on Investments	111,883	-	111,883	43,519
Total Other Income (Loss)	(826,283)	-	(826,283)	706,185
CHANGE IN NET ASSETS	6,666,246	(452,829)	6,213,417	7,014,386
Net Assets, Beginning of Year	12,178,599	2,655,579	14,834,178	7,819,792
NET ASSETS, END OF YEAR	$ 18,844,845	$ 2,202,750	$ 21,047,595	$ 14,834,178

See accompanying Notes to financial statements.

THE FOUNDATION FOR HISPANIC EDUCATION
STATEMENT OF CASH FLOWS
YEAR ENDED JUNE 30, 2019
(WITH COMPARATIVE TOTALS FOR JUNE 30, 2018)

	2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	$ 6,213,417	$ 7,014,386
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by Operating Activities:		
Net Realized and Unrealized (Gains) Losses	(58,593)	11,561
Depreciation	1,004,787	672,428
Debt Issue Cost Amortization	28,084	28,084
Change in Value of Interest Rate Swap Agreement	938,166	(662,666)
In-Kind Contribution - Loan Forgiveness	(1,730,000)	-
(Increase) Decrease in Assets:		
Accounts Receivable	(255,430)	5,654
Pledges Receivable	454,501	333,218
Intercompany Receivables	-	(1,736,228)
Prepaid Expenses	(48,567)	(104,411)
Deferred Lease Asset - Related Party	188,082	188,083
Increase (Decrease) in Liabilities:		
Accounts Payable	(1,651,344)	1,212,292
Cash Overdraft	174,275	-
Accrued Liabilities	(305,856)	(133,808)
Intercompany Payables	-	1,736,228
Deferred Revenue	(502,779)	197,844
Due to Related Parties	(33,504)	(5,996)
Deferred Lease Revenue	-	(273,332)
Net Cash Provided by Operating Activities	4,415,239	8,483,337
CASH FLOWS FROM INVESTING ACTIVITIES		
Sale/Redemption of Investments	595,595	-
Purchase of Investments	(35,580)	(620,064)
Purchases of Property, Plant, and Equipment	(5,392,417)	(9,998,886)
Net Cash Used by Investing Activities	(4,832,402)	(10,618,950)
CASH FLOWS FROM FINANCING ACTIVITIES		
Payments on Note Payable	(376,289)	(416,361)
Net Change in Line of Credit	(550,000)	-
Net Cash Provided (Used) by Financing Activities	(926,289)	(416,361)
NET CHANGE IN CASH AND CASH EQUIVALENTS	(1,343,452)	(2,551,974)
Cash and Cash Equivalents, Beginning of Year	1,468,756	4,020,730
CASH AND CASH EQUIVALENTS, END OF YEAR	$ 125,304	$ 1,468,756
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash Paid for Interest	$ 795,327	$ 725,301
Purchase of Equipment through Issuance of Debt	$ 24,340	$ -

See accompanying Notes to financial statements.

THE FOUNDATION FOR HISPANIC EDUCATION
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2019
(WITH COMPARATIVE TOTALS FOR JUNE 30, 2018)

	Program Services	Management and General	2019 Total	2018 Total
Salaries	$ 7,531,787	$ 919,585	$ 8,451,372	$ 7,949,780
Employee Benefits	1,800,220	129,827	1,930,047	1,667,538
Payroll Taxes	288,896	41,312	330,208	321,049
Total Salaries and Related Expenses	9,620,903	1,090,724	10,711,627	9,938,367
Interest Expense	28,084	795,327	823,411	753,385
Occupancy Expenses	584,974	130,876	715,850	1,321,414
Depreciation Expense	955,691	49,096	1,004,787	672,427
Other Fees for Services	855,970	256,095	1,112,065	788,744
Food Program	370,150	-	370,150	432,714
Instructional Materials and Supplies	214,492	59,470	273,962	484,969
Student Related Expenses	226,853	-	226,853	317,257
Insurance Expense	-	175,549	175,549	139,536
Legal Expenses	-	101,406	101,406	92,991
Telephone and Utilities	456,218	27,691	483,909	390,172
Equipment Maintenance/Rent	319,497	212,736	532,233	416,400
Accounting Expenses	-	52,679	52,679	40,939
Travel Expenses	54,585	6,121	60,706	92,533
Advertising and Promotion Expenses	13,584	3,935	17,519	18,673
Office Expenses	33,277	-	33,277	17,226
Other Expenses	318,560	118,149	436,709	514,959
Total Expenses by Function	$ 14,052,838	$ 3,079,854	$ 17,132,692	$ 16,432,706
Total Expenses 2018	$ 13,424,170	$ 3,008,536		$ 16,432,706

See accompanying Notes to financial statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

The Foundation for Hispanic Education (the Foundation) is an organization designed to meet the educational needs of largely Latino community neighborhoods in San Jose, California by establishing an alternative to existing traditional public schools where underserved high school English Language Learners are able to become literate in English, Spanish, mathematics, and science. The Foundation accomplishes this through its operation of the Latino College Preparatory Academy (LCPA), Luis Valdez Leadership Academy (LVLA), and B. Roberto Cruz Leadership Academy (RCLA) Secondary Charter Schools in the East Side Union High School District of Santa Clara County.

The Foundation was incorporated as a nonprofit public benefit corporation in December 1981 for public charitable purposes. The Foundation is both publicly and privately funded and administers federal and state grants and contracts. The Foundation also receives funds from private contributions, grants, and property leases.

Basis of Accounting

The financial statements have been prepared on the accrual method of accounting and accordingly reflect all significant receivables and liabilities.

Basis of Presentation

The accompanying financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America as prescribed by the Financial Accounting Standards Board.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (US GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, and disclosures. Accordingly, actual results could differ from those estimates.

Functional Allocation of Expenses

Costs of providing the Foundation's programs and other activities have been presented in the statement of functional expenses. During the year, such costs are accumulated into separate groupings as either direct or indirect. Indirect or shared costs are allocated among program and support services by a method that best measures the relative degree of benefit.

Cash and Cash Equivalents

The Foundation defines its cash and cash equivalents to include only cash on hand, demand deposits, and liquid investments with original maturities of three months or less.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Net Asset Classes

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions.

Net Assets With Donor Restrictions – Net assets subject to donor- (or certain grantor-) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Gifts of long-lived assets and gifts of cash restricted for the acquisition of long-lived assets are recognized as restricted revenue when received and released from restrictions when the assets are placed in service. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Contributions restricted by donors are reported as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

Accounts Receivable

Accounts receivable primarily represent amounts due from federal and state governments as of June 30, 2019. Management believes that all receivables are fully collectible, therefore no provisions for uncollectible accounts were recorded.

Property, Plant, and Equipment

Property, plant, and equipment are stated at cost, if purchased or at estimated fair value, if donated. Depreciation is provided on a straight-line basis over the estimated useful lives of the asset. The Foundation capitalizes all expenditures for land, buildings, and equipment in excess of $5,000.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition

Amounts received from the California Department of Education are recognized as revenue by the Foundation based on the average daily attendance (ADA) of students. Grant revenues are recognized as related grant expenses are incurred. Revenue that is restricted is recorded as an increase in net assets without donor restriction, if the restriction expires in the reporting period in which the revenue is recognized. All other restricted revenues are reported as increases in net assets with donor restriction.

Contributions

All contributions are considered to be available for use unless specifically restricted by the donor. Amounts received that are restricted to specific use or future periods are reported as contributions with donor restrictions. Restricted contributions that are received and released in the same period are reported as promises to give without donor restrictions. Unconditional promises to give expected to be received in one year or less are recorded at net realizable value. Unconditional promises to give expected to be received in more than one year are recorded at fair value at the date of the promise. Conditional promises to give are not recognized until they become unconditional, that is, when the conditions on which they depend are substantially met.

Comparative Totals

The financial statements include certain prior-year summarized comparative information in total, but not by asset class. The information does not include sufficient detail to constitute a presentation in conformity with US GAAP. Accordingly, such information should be read in conjunction with the Foundation's financial statements for the year ended June 30, 2018, from which the information was derived.

Pledges

Unconditional promises to give (pledges) are recorded as receivables and revenues in the year the pledge is made. These are classified by net asset category in accordance with donor-imposed restrictions. Pledges without donor restrictions that are paid over a series of fiscal periods are classified as with donor restrictions, as they are considered restricted by the passage of time. Pledges have been discounted at 1.89% to net present value for all pledges received during the fiscal year ended June 30, 2019. The net pledges receivable with donor restriction at June 30, 2019 are intended for unrestricted purposes once pledge payments are received.

Investments

Investments are recorded at fair value. Both unrealized gains and losses from the fluctuation of fair value and realized gains and losses from the sale of investments are reflected in the statement of activities.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income Taxes

The Foundation is a nonprofit entity exempt from the payment of income taxes under Internal Revenue Code Section 501(c)(3) and California Revenue and Taxation Code Section 23701d. Accordingly, no provision has been made for income taxes. Management has determined that all income tax positions are more likely than not of being sustained upon potential audit or examination; therefore, no disclosures of uncertain income tax positions are required. The Foundation is subject to income tax on net income that is derived from business activities that are unrelated to the exempt purposes. The Foundation files an exempt School return and applicable unrelated business income tax return in the U.S. federal jurisdiction and with the California Franchise Tax Board.

Allocations between Charter Schools

For the year ended June 30, 2019, the Foundation has presented financial information for each charter school separately within the supplementary schedules. In cases where specific identification of each charter's activities was not possible, items were allocated according to Average Daily Attendance (ADA).

Change in Accounting Principle

On August 18, 2016, FASB issued Accounting Standards Update (ASU) 2016-14, Not-for-Profit Entities (Topic 958) – Presentation of Financial Statements of Not-for-Profit Entities. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. The School has implemented ASU 2016-14 and have adjusted the presentation in these financial statements accordingly.

Evaluation of Subsequent Events

The Foundation has evaluated subsequent events through February 4, 2020, the date these financial statements were available to be issued.

NOTE 2 LIQUIDITY AND AVAILABILITY

Financial assets are those available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date. Financial assets available for general expenditures are comprised of the following as of June 30, 2019:

Cash and Cash Equivalents	$ 125,304
Investments	1,761,755
Accounts Receivable	1,706,608
Pledges Receivable	2,153,228
Less: Net Assets with Donor Restrictions	(2,202,750)
	$ 3,544,145

NOTE 3 CONCENTRATION OF CREDIT RISK

Custodial credit risk is the risk that in the event of a bank failure, the Foundation's deposits may not be returned to it. The Foundation also maintains cash balances held in banks and revolving funds which are insured up to $250,000 by the Federal Depository Insurance Corporation (FDIC). At times, cash in these accounts exceeds the insured amounts. The Foundation has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on its cash and cash equivalents.

NOTE 4 PLEDGES RECEIVABLE

Unconditional promises to give are included in the financial statements as pledges receivable and revenue of the appropriate net asset category. Unconditional promises are expected to be realized in the following periods:

	2019	2018
In One Year or Less	$ 500,000	$ 500,000
Between One Year and Five Years	1,750,000	2,000,000
After Five Years	-	250,000
Subtotal	2,250,000	2,750,000
Less: Discount	(96,772)	(142,271)
Pledges Receivable, Net	$ 2,153,228	$ 2,607,729

NOTE 5 INVESTMENTS

The Foundation's investments are reported at fair value as summarized below as of June 30:

	2019		2018	
	Market Value	Level 1	Market Value	Level 1
Fixed Income Securities	$ 1,107,674	$ 1,107,674	$ 1,088,640	$ 1,088,640
Equities	586,637	586,637	575,468	575,468
Total at FMV	1,694,311	$ 1,694,311	1,664,108	$ 1,664,108
Certificates of Deposit	-		599,069	
Money Market Funds	67,444		-	
Total	$ 1,761,755		$ 2,263,177	

Financial accounting standards establish a framework for measuring fair values. That framework provides a hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. For each level of the hierarchy, the fair value level measurement is classified as follows:

Level 1 – Quoted prices in an active market for identical assets.
Level 2 – Quoted prices for similar assets and market – corroborated inputs.
Level 3 – Quoted price not readily available. Fair value based on best information available.

NOTE 5 INVESTMENTS (CONTINUED)

Investment income for the years ended June 30, 2019 and 2018 is comprised of the following:

	2019	2018
Dividend and Interest Income	$ 65,187	$ 55,080
Expenses	(11,897)	-
Net Realized and Unrealized Gains/(Losses)	58,593	(11,561)
Net Investment Return	$ 111,883	$ 43,519

NOTE 6 PROPERTY, PLANT, AND EQUIPMENT

Property, plant, and equipment in the accompanying financial statements is presented net of accumulated depreciation. The Foundation capitalizes all expenditures for land, buildings, and equipment in excess of $5,000. Depreciation expense was $1,004,787 for the year ended of June 30, 2019.

The components of property, plant, and equipment as of June 30, 2019 are as follows:

	2019	2018
Land	$ 5,353,371	$ 5,353,371
Land Improvements	271,087	134,010
Buildings	31,085,173	17,912,262
Leasehold Improvements	1,415,355	307,766
Furniture , Fixtures, and Equipment	1,552,687	1,505,809
Construction in Progress	316,353	9,408,212
Total	39,994,026	34,621,430
Less: Accumulated Depreciation and Amortization	(6,018,488)	(5,057,862)
Total Property, Plant, and Equipment	$ 33,975,538	$ 29,563,568

NOTE 7 RELATED PARTY TRANSACTIONS

Unconditional Promise to Give

Pursuant to an MOU between the Foundation and Laureate Education, Inc. (Laureate), the Foundation relinquished its 20% interest in NHU, LLC. The Foundation's carrying value of its investment in NHU, LLC had been reduced to zero as a result of losses incurred by NHU, LLC. As part of the Contribution Agreement, the Foundation was under no obligation to fund NHU, LLC and would not record a carrying value of the investment that is below zero. In this transaction, the Foundation received a pledge from Laureate to contribute $500,000 each calendar year beginning in fiscal year 2014 for a period of 10 calendar years (see note 3). The annual $500,000 commitment will be paid in quarterly installments of $125,000. In connection with this contribution, the Foundation recorded the $5,000,000 pledge receivable, discounted by a factor of 1.89%.

NOTE 7 RELATED PARTY TRANSACTIONS (CONTINUED)

Transactions with Board Members

The Foundation entered into a consulting services contract with a company owned by a board member to provide management services to the Foundation. The contract stipulates a monthly fee and an additional provision for expenses. The agreement is reviewed annually and renewed at the discretion of the board. Total consulting expense incurred by the Foundation for the year ended June 30, 2019 was $132,000.

The Foundation entered into a construction contract with a company owned by a board member. The total contract is for $1,407,279 of which $639,825 was incurred in the year ended June 30, 2019.

The Foundation received contributions from a board member totaling $8,300,000.

NOTE 8 NOTES PAYABLE

The Foundation entered into a loan agreement with City National Bank and the California Enterprise Development Authority in the amount of $17,000,000. This loan was used to refinance the Foundation's previous $15,000,000 loan with CPTFNC. The loan is secured by a first deed of trust on the Foundation's property and carries a variable interest rate. The balance outstanding as of June 30, 2019 was $16,217,138.

The Foundation also entered into an interest rate swap agreement with City National Bank in order to hedge against the risk of interest rate fluctuations. The swap agreement functions to provide the Foundation with a fixed 4.33% interest rate on the loan. The loan agreement requires the Foundation to comply with various covenants, conditions, and restrictions, including maintaining certain financial ratios. The interest rate swap agreement is recorded at fair value using Level 2 (see note 5 above) measurement criteria. At June 30, 2019 the interest rate swap agreement was a liability valued at $597,056.

In connection with the loan obtained as described above, the Foundation incurred certain costs which are capitalized and amortized to interest expense over the term of the loan. These costs are netted against the associated debt on the statement of financial position.

The Foundation also has a line of credit with City National Bank in the amount of $1,050,000. The note carries an interest rate of the larger of 3% or prime plus 1%. The note in due in full at maturity on March 22, 2021. The balance outstanding as of June 30, 2019 was $500,000.

The Foundation has a note payable to a financial institution for the purchase of a vehicle. The note carries an interest rate of 8.69% and matures in October 2022. The note balance as of June 30, 2019 was $14,552.

The Foundation also has a note payable to a board member in the amount of $1,730,000. This loan was provided to the Foundation to assist the Foundation in meeting the liquidity requirements of the $17,000,000 loan with City National Bank. The note carries an interest rate of 3% and was set to mature on October 1, 2018, or on demand. This note was forgiven and recognized as contribution revenue during the year ended June 30, 2019.

NOTE 8 NOTES PAYABLE (CONTINUED)

The future maturities of notes payable are as follows:

Year Ending June 30,	Amount
2020	$ 442,209
2021	959,732
2022	474,583
2023	495,785
2024	517,937
Thereafter	13,841,444
Total Future Maturities	16,731,690
Less: Issue Cost	(224,680)
Total	$ 16,507,010

NOTE 9 LEASE TRANSACTIONS

Deferred Lease Asset – Related Party

In 2010 the Foundation executed a lease agreement with Laureate for use of the real property owned by the Foundation (the Prime Lease). Laureate then entered into a sublease agreement with NHU, LLC, dated April 15, 2010, for a term of 10 years, subject to the same terms as the Prime Lease. Cash payments by Laureate are paid quarterly at a base amount of $450,000 and increasing over the term of the Prime Lease. After October 1, 2013, the base rent as defined in the Prime Lease, was adjusted based on the change in the Consumer Price Index, not to exceed 3%.

In accordance with US GAAP, the total income to be earned over the term of the Prime Lease is being recognized by the Foundation on a straight-line basis. The difference between income recognized and cash payments received is shown as deferred lease asset on the accompanying statement of financial position. For the year ended and as of June 30, 2019 income earned and the remaining deferred lease asset under the Prime Lease was $1,665,917 and $148,564, respectively. $1,290,000 of this lease revenue is ultimately from the charter school sites and is therefore eliminated in the financial statements along with $643,245 in operating costs (see “sub-sublease agreement – related party”).

Expected future minimum payments to be received under the Prime Lease are as follows:

Year Ending June 30,	Amount
2020	$ 1,313,250

Sub-Sublease Agreement – Related Party

Pursuant to the MOU described in Note 6, effective July 1, 2014, RCLA and LCPA agreed to sub-sublease (New Sub-sublease) from NHU, LLC the portion of land and buildings they occupy and utilize for their respective charter schools. The terms of the New Sub-sublease required rent of $400,000, and the New Sub-sublease expired on June 30, 2016, but contains renewal options. As part of this agreement, the Foundation assumed management of the campus and is responsible for all operating costs, including utilities, in connection with the operation of the buildings and grounds.

NOTE 9 LEASE TRANSACTIONS (CONTINUED)

Effective July 1, 2015, the Foundation sub-subleased the entire campus from NHU, LLC. The terms of the sublease require lease payments of not less than $100,000 monthly, based on the number of students enrolled plus the rent income received from Santa Clara University (see below). For students enrolled over 1,200, the rent to be paid will increase by $1,000 annually. The lease expires on April 30, 2020. For the year ended June 30, 2019, rent expense was $1,290,000 and total operating costs were $643,245. These lease costs are eliminated in the financial statements. Future minimum lease payments are as follows:

Year Ending June 30,	Amount
2020	$ 1,207,500

Sub-Sublease Agreement – Santa Clara University

Effective August 1, 2014, the Foundation sub-subleased a portion of the facilities to Santa Clara University. The terms of the sublease require lease payments of $7,500 monthly. The lease expires on July 31, 2019. For the year ended June 30, 2019, rent income was $90,000.

Future minimum lease payments under this lease are as follows:

Year Ending June 30,	Amount
2020	$ 7,500

Wireless Capital Partners, LLC Lease

On April 14, 2008, the Foundation entered into a lease agreement with Wireless Capital Partners LLC to rent space for cell phone towers to T-Mobile (tenant). The lease expires on May 1, 2048. Wireless Capital Partners, LLC paid lease payments in advance totaling $362,364. These payments were recorded as deferred lease revenue. Each year the Foundation recognizes lease income to the extent earned. As of June 30, 2019, $262,714 was recorded as deferred lease revenue and included as a long-term component of deferred lease revenue in the accompanying statement of financial position. For the year ended June 30, 2019 lease income recognized was $9,059.

Voices College-Bound Language Academies Lease

In May 2015, the Foundation entered into a sublease agreement with Voices College-Bound Language Academies for a term of five years beginning on July 1, 2015. Monthly lease payments were $41,667 for the year ended June 30, 2019. The lease payments increase annually to align with expected increases in enrollment at the tenant's school. For the year ended June 30, 2019 lease income recognized was $500,000.

Estimated future minimum payments to be received under this sublease are as follows:

Year Ending June 30,	Amount
2020	$ 500,000

NOTE 10 NET ASSETS WITH DONOR RESTRICTION

The Foundation's net assets with donor restriction at June 30, 2019 and 2018 consisted of the following:

	2019	2018
Laureate Promise to Give	$ 2,153,228	$ 2,606,057
Clean Energy	9,318	9,318
Scholarships	40,000	40,000
Other	204	204
Total	$ 2,202,750	$ 2,655,579

NOTE 11 EMPLOYEE RETIREMENT

Multi-Employer Defined Benefit Pension Plans

Qualified employees are covered under multi-employer defined benefit pension plans maintained by agencies of the state of California.

The risks of participating in these multi-employer defined benefit pension plans are different from single-employer plans because: (a) assets contributed to the multi-employer plan by one employer may be used to provide benefits to employees of other participating employers, (b) the required member, employer, and state contribution rates are set by the California Legislature, and (c) if the Foundation chooses to stop participating in the multi-employer plan, it may be required to pay a withdrawal liability to the plan. The Foundation has no plans to withdraw from this multi-employer plan.

State Teachers' Retirement System (STRS)

Plan Description

The Foundation contributes to the State Teachers' Retirement System (STRS), a cost-sharing multi-employer public employee retirement system defined benefit pension plan administered by STRS. Plan information for STRS is not publicly available. The plan provides retirement, disability, and survivor benefits to beneficiaries. Benefit provisions are established by state statutes, as legislatively amended, within the State Teachers' Retirement Law. According to the most recently available Comprehensive Annual Financial Report and Actuarial Valuation Report for the year ended June 30, 2018, total STRS plan net assets are $225 billion, the total actuarial present value of accumulated plan benefits is $374 billion, contributions from all employers totaled $4.9 billion, and the plan is 64% funded. The Foundation did not contribute more than 5% of the total contributions to the plan.

Copies of the STRS annual financial reports may be obtained from STRS, 7667 Folsom Boulevard, Sacramento, California 95826 and www.calstrs.com.

NOTE 11 EMPLOYEE RETIREMENT (CONTINUED)

Funding Policy

Active plan members hired before January 1, 2013 are required to contribute 10.25% of their salary and those hired after are required to contribute 9.205% of their salary. The Foundation is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the STRS Teachers' Retirement Board. Under the 2014 funding plan, employer contributions on compensation creditable to the program will increase every year for the next seven years, up to 19.10% in 2020–21. The required employer contribution rate for the year ended June 30, 2019 was 16.28% of annual payroll. The contribution requirements of the plan members are established and may be amended by state statute.

The Foundation's contributions to STRS for the past three years are as follows:

Year Ended June 30,	Required Contribution	Percent Contributed
2017	614,248	100%
2018	802,138	100%
2019	943,392	100%

NOTE 12 CONTINGENCIES

Grants and contracts awarded to the Foundation are subject to the funding agencies' criteria, contract terms and regulations under which expenditures may be charged and are subject to audit under such terms, regulations and criteria. Occasionally, such audits may determine that certain costs incurred in connection with the grants do not comply with the established criteria that govern them. In such cases, the Foundation could be held responsible for repayments to the funding agency for the costs or be subject to a reduction of future funding in the amount of the costs.

NOTE 13 FUNCTIONALIZED EXPENSES

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Therefore, expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include salaries and wages, employee benefits, payroll taxes, which are allocated on the basis of estimates of time and effort and occupancy and depreciation which are allocated on the basis of estimates of square footage usage.

NOTE 14 SUBSEQUENT EVENT

Effective September 18, 2019, the Foundation amended its bylaws to add the Latino Education Advancement Foundation (LEAF), a California nonprofit public benefit corporation, as its sole corporate member. Additionally, the Foundation transferred and assigned to LEAF certain real property on Story Road in San Jose and the associated liabilities secured with this real property. The Foundation also transferred certain other non-operating assets and liabilities to LEAF. The purpose and intent of these changes is to separate LEAF's operations from the operations of the Foundation and the charter schools the Foundation operates.

SUPPLEMENTARY INFORMATION

THE FOUNDATION FOR HISPANIC EDUCATION
LOCAL EDUCATION AGENCY ORGANIZATION STRUCTURE
YEAR ENDED JUNE 30, 2019

Foundation for Hispanic Education (the Foundation) is an organization designed to meet the educational needs of largely Latino community neighborhoods in San Jose, California by establishing an alternative to existing traditional public schools where underserved high school English Language Leaners are able to become bi-literate in English, Spanish, mathematics and science. These skills will ensure their ability to successfully complete requirements for a high school diploma and pursue post-secondary educational opportunities of their choice. The Foundation accomplishes this through its operation of the Latino College Preparatory Academy (LCPA) Secondary Charter School, the Luis Valdez Leadership Academy (LVLA) Secondary Charter School, and the B. Roberto Cruz Leadership Academy Secondary Charter School are in the East Side Union High School District of Santa Clara County (the District).

In August 2001, LCPA was granted approval to operate as a Secondary Charter School in the East Side Union High School District of Santa Clara County. Charter School Number authorized by the state: 0414

In July 2014, LVLA was granted approval to operate as a Secondary Charter School in the East Side Union High School District of Santa Clara County. Charter School Number authorized by the state: 1681

In July 2014, The B. Roberto Cruz Leadership Academy was granted approval to operate as a Secondary Charter School in the East Side Union High School District of Santa Clara County. The school commenced operation in August 2015. Charter School Number authorized by the state: 1675

The charters may be revoked by the District for material violations of the charter, failure to meet pupil outcomes identified in the charter, failure to meet generally acceptable standards of fiscal management, or violation of any provisions of law. Each school is authorized to serve approximately 400 students.

THE FOUNDATION FOR HISPANIC EDUCATION
LOCAL EDUCATION AGENCY ORGANIZATION STRUCTURE (CONTINUED)
YEAR ENDED JUNE 30, 2019

The Board of Directors and the Administrators as of the year ended June 30, 2019 were as follows:

BOARD OF DIRECTORS

Member	Office	Term Expires*
Edward M. Alvarez, Esq.	Chair/CEO	
John A. Sobrato	Vice Chair	
Raymond L. Ruiz	Secretary	
Maria F. Hernandez-Schabbing	Trustee	
Ramon I. Jimenez, M.D.	Trustee	
Henry Michon	Trustee	
Jorge Escobar	Trustee	
Joe Parisi	Trustee	
Michael Walker	Trustee	
Jose Iglesias	Trustee	
Sarah Valencia	Trustee	
Arnoldo Avalos	Trustee	

CHARTER GOVERNING BOARD

Jose Iglesias
Raymond L. Ruiz
Maria F. Hernandez-Schabbing
Ramon I. Jimenez, M.D.
Sarah Valencia

CHARTER STAFF

Jesus Rios	Director - LCPA
Jeff Camarillo	Director – LVLA
Claudia Moreno	Director – RCLA
Josh Quintoriano	CFO

* Term – The term for each trustee is one year and continues renewed, unless withdrawn or terminated until each annual meeting scheduled in December for the election of trustees.

THE FOUNDATION FOR HISPANIC EDUCATION
COMBINING STATEMENT OF FINANCIAL POSITION
JUNE 30, 2019
(SEE INDEPENDENT AUDITORS' REPORT)

	TFHE	LCPA	LVLA	RCLA	Eliminations	2019 Total	2018 Total
ASSETS							
CURRENT ASSETS							
Cash and Cash Equivalents	$ 90,577	$ 26,319	$ 310	$ 8,098	$ -	$ 125,304	$ 1,468,756
Investments	1,761,755	-	-	-	-	1,761,755	2,263,177
Accounts Receivable	732	625,568	669,422	410,886	-	1,706,608	1,451,178
Intercompany Receivables	215,126	25,820		49,473	(290,419)	-	-
Pledges Receivable, Current	500,000	-	-	-	-	500,000	500,000
Deferred Lease Asset - Related Party	148,564	-	-	-	-	148,564	336,646
Prepaid Expenses	191,052	3,731	1,228	2,508	-	198,519	149,952
Total Current Assets	2,907,806	681,438	670,960	470,965	(290,419)	4,440,750	6,169,709
NONCURRENT ASSETS							
Pledges Receivable, Noncurrent	1,653,228	-	-	-	-	1,653,228	2,107,729
Interest Rate Swap Agreement	-	-	-	-	-	-	341,110
Property, Plant, and Equipment, Net	33,801,565	36,858	132,977	4,138	-	33,975,538	29,563,568
Total Long-Term Assets	35,454,793	36,858	132,977	4,138	-	35,628,766	32,012,407
Total Assets	$ 38,362,599	$ 718,296	$ 803,937	$ 475,103	$ (290,419)	$ 40,069,516	$ 38,182,116
LIABILITIES AND NET ASSETS							
CURRENT LIABILITIES							
Accounts Payable	$ 1,032,095	$ 164,964	$ 27,978	$ 110,720	$ -	$ 1,335,757	$ 2,987,101
Cash Overdraft	174,275	-	-	-	-	174,275	-
Accrued Liabilities	79,177	22,192	19,959	16,281	-	137,609	443,465
Notes Payable, Current Portion	434,954	7,255	-	-	-	442,209	2,164,954
Deferred Revenue	262,714	-	-	-	-	262,714	765,493
Intercompany Payables	-	-	290,419	-	(290,419)	-	-
Due to Related Parties	-	-	-	-	-	-	33,504
Total Current Liabilities	1,983,215	194,411	338,356	127,001	(290,419)	2,352,564	6,394,517
NONCURRENT LIABILITIES							
Deferred Lease Revenue	7,500	-	-	-	-	7,500	7,500
Notes Payable, Net of Current Portion	16,057,504	7,297	-	-	-	16,064,801	16,945,921
Liabilities Related to Interest Swap Agreement	597,056	-	-	-	-	597,056	-
Total Long-Term Liabilities	16,662,060	7,297	-	-	-	16,669,357	16,953,421
Total Liabilities	18,645,275	201,708	338,356	127,001	(290,419)	19,021,921	23,347,938
NET ASSETS							
Without Donor Restrictions	17,523,892	507,270	465,581	348,102	-	18,844,845	12,178,599
With Donor Restrictions	2,193,432	9,318	-	-	-	2,202,750	2,655,579
Total Net Assets	19,717,324	516,588	465,581	348,102	-	21,047,595	14,834,178
Total Liabilities and Net Assets	$ 38,362,599	$ 718,296	$ 803,937	$ 475,103	$ (290,419)	$ 40,069,516	$ 38,182,116

See the Independent Auditors' Report and accompanying Notes to Supplementary Information

THE FOUNDATION FOR HISPANIC EDUCATION
COMBINING STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2019
(SEE INDEPENDENT AUDITORS' REPORT)

	TFHE	LCPA	LVLA	RCLA	Eliminations	2019 Total	2018 Total
REVENUES, WITHOUT DONOR RESTRICTIONS							
Apportionment Revenues	$ -	$ 2,993,155	$ 2,450,287	$ 1,873,630	$ -	$ 7,317,072	$ 5,947,706
Property Tax Revenue	-	1,831,491	1,575,145	1,159,481	-	4,566,117	4,714,376
Other State Revenue	-	726,115	457,184	460,219	-	1,643,518	1,698,690
Federal Revenue	-	371,939	187,617	175,372	-	734,928	732,881
Contributions and Grants	8,362,762	43,403	1,105,176	1,437,913	(2,524,394)	8,424,860	7,688,828
Lease Revenue	3,136,869	-	-	-	(1,933,245)	1,203,624	1,808,317
Other Revenue	230,724	28,493	4,582	18,474	-	282,273	100,008
Total Revenues, Without Donor Restriction	11,730,355	5,994,596	5,779,991	5,125,089	(4,457,639)	24,172,392	22,690,806
Net Assets Released from Restrictions	452,829	-	-	-	-	452,829	425,945
Total Revenue and Net Assets Released from Restrictions	12,183,184	5,994,596	5,779,991	5,125,089	(4,457,639)	24,625,221	23,116,751
EXPENSES							
Program Services	5,139,240	5,634,797	4,300,562	3,435,878	(4,457,639)	14,052,838	13,424,170
Management and General	1,458,294	671,929	502,803	446,828	-	3,079,854	3,008,536
Total Expenses	6,597,534	6,306,726	4,803,365	3,882,706	(4,457,639)	17,132,692	16,432,706
OPERATING INCOME (LOSS)	5,585,650	(312,130)	976,626	1,242,383	-	7,492,529	6,684,045
OTHER INCOME (EXPENSE)							
Change in Value of Interest Rate Swap	(938,166)	-	-	-	-	(938,166)	662,666
Return on Investments	111,883	-	-	-	-	111,883	43,519
Total Other Income (Loss)	(826,283)	-	-	-	-	(826,283)	706,185
CHANGE IN NET ASSETS, WITHOUT DONOR RESTRICTIONS	4,759,367	(312,130)	976,626	1,242,383	-	6,666,246	7,390,230
NET ASSETS WITH DONOR RESTRICTIONS							
Contributions and Grants	-	-	-	-	-	-	50,101
Net Assets Released from Restrictions	(452,829)	-	-	-	-	(452,829)	(425,945)
CHANGE IN NET ASSETS WITH DONOR RESTRICTIONS	(452,829)	-	-	-	-	(452,829)	(375,844)
TOTAL CHANGE IN NET ASSETS	4,306,538	(312,130)	976,626	1,242,383	-	6,213,417	7,014,386
Net Assets, Beginning of Year	15,410,786	828,718	(511,045)	(894,281)	-	14,834,178	7,819,792
NET ASSETS, END OF YEAR	$ 19,717,324	$ 516,588	$ 465,581	$ 348,102	$ -	$ 21,047,595	$ 14,834,178

See the Independent Auditors' Report and accompanying Notes to Supplementary Information

THE FOUNDATION FOR HISPANIC EDUCATION
COMBINING STATEMENT OF CASH FLOWS
YEAR ENDED JUNE 30, 2019
(SEE INDEPENDENT AUDITORS' REPORT)

	TFHE	LCPA	LVNA	RCLA	Eliminations	2019 Total	2018 Total
CASH FLOWS FROM OPERATING ACTIVITIES							
Change in Net Assets	$ 4,306,538	$ (312,130)	$ 976,626	$ 1,242,383	$ -	$ 6,213,417	$ 7,014,386
Adjustments to Reconcile Change in Net Assets to Net Cash Provided (Used) by Operating Activities:							
Realized/Unrealized (Gain) Loss	(58,593)	-	-	-	-	(58,593)	11,561
Depreciation	981,922	5,825	14,527	2,513	-	1,004,787	672,428
Debt Issue Cost Amortization	28,084	-	-	-	-	28,084	28,084
Change in Value of Interest Rate Swap Agreement	938,166	-	-	-	-	938,166	(662,666)
In-Kind Contribution - Loan Forgiveness	(1,730,000)	-	-	-	-	(1,730,000)	-
(Increase) Decrease in Assets:							
Accounts Receivable	1,086	131,352	(292,288)	(95,580)	-	(255,430)	5,654
Intercompany Receivables	1,453,439	291,409	-	(49,473)	(1,695,375)	-	(1,736,228)
Pledge Receivable	454,501	-	-	-	-	454,501	333,218
Prepaid Expenses	(144,877)	34,286	40,768	21,256	-	(48,567)	(104,411)
Deferred Lease Asset - Related Party	188,082	-	-	-	-	188,082	188,083
Increase (Decrease) in Liabilities:							
Accounts Payable	(1,513,997)	(73,006)	(43,787)	(20,554)	-	(1,651,344)	1,212,292
Cash Overdraft	174,275	-	-	-	-	174,275	-
Accrued Liabilities	(199,721)	(79,666)	(1,544)	(24,925)	-	(305,856)	(133,808)
Deferred Revenue	(502,779)	-	-	-	-	(502,779)	197,844
Intercompany Payables	-	-	(594,984)	(1,100,391)	1,695,375	-	1,736,228
Due to Related Parties	(33,504)	-	-	-	-	(33,504)	(5,996)
Deferred Rent Liability	-	-	-	-	-	-	(273,332)
Net Cash Provided (Used) by Operating Activities	4,342,622	(1,930)	99,318	(24,771)	-	4,415,239	8,483,337
CASH FLOWS FROM INVESTING ACTIVITIES							
Sale/Redemption of Investments	595,595	-	-	-	-	595,595	-
Purchase of Investments	(35,580)	-	-	-	-	(35,580)	(620,064)
Purchases of Property, Plant, and Equipment	(5,250,403)	(18,343)	(123,462)	(209)	-	(5,392,417)	(9,998,886)
Net Cash Used by Investing Activities	(4,690,388)	(18,343)	(123,462)	(209)	-	(4,832,402)	(10,618,950)
CASH FLOWS FROM FINANCING ACTIVITIES							
Payments on Note Payable	(366,501)	(9,788)	-	-	-	(376,289)	(416,361)
Net Change in Line of Credit	(550,000)	-	-	-	-	(550,000)	-
Net Cash Used by Financing Activities	(916,501)	(9,788)	-	-	-	(926,289)	(416,361)
NET CHANGE IN CASH AND CASH EQUIVALENTS	(1,264,267)	(30,061)	(24,144)	(24,980)	-	(1,343,452)	(2,551,974)
Cash and Cash Equivalents, Beginning of Year	1,354,844	56,380	24,454	33,078	-	1,468,756	4,020,730
CASH AND CASH EQUIVALENTS, END OF YEAR	$ 90,577	$ 26,319	$ 310	$ 8,098	$ -	$ 125,304	$ 1,468,756
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION							
Cash Paid for Interest	$ 795,327	$ -	$ -	$ -	$ -	$ 795,327	$ 725,301
Purchase of Equipment through Issuance of Debt	$ -	$ 24,340	$ -	$ -	$ -	$ 24,340	$ -

See the Independent Auditors' Report and accompanying Notes to Supplementary Information

THE FOUNDATION FOR HISPANIC EDUCATION
SCHEDULE OF INSTRUCTIONAL TIME
YEAR ENDED JUNE 30, 2019

	Instructional Minutes		Traditional Instructional Days	Status
	Requirement	Actual		
LCPA:				
Grade 9	64,800	65,070	180	In compliance
Grade 10	64,800	65,070	180	In compliance
Grade 11	64,800	65,070	180	In compliance
Grade 12	64,800	65,070	180	In compliance
LVLA:				
Grade 9	64,800	65,740	180	In compliance
Grade 10	64,800	65,740	180	In compliance
Grade 11	64,800	65,740	180	In compliance
Grade 12	64,800	65,740	180	In compliance
RCLA:				
Grade 9	64,800	65,070	180	In compliance
Grade 10	64,800	65,070	180	In compliance
Grade 11	64,800	65,070	180	In compliance
Grade 12	64,800	65,070	180	In compliance

See the Independent Auditors' Report and accompanying Notes to Supplementary Information

THE FOUNDATION FOR HISPANIC EDUCATION
SCHEDULE OF AVERAGE DAILY ATTENDANCE
YEAR ENDED JUNE 30, 2019

	Second Period Report		Annual Report	
	Classroom Based	Total	Classroom Based	Total
LCPA:				
Grades 9-12	394.31	394.31	392.70	392.70
ADA Totals	394.31	394.31	392.70	392.70
LVLA:				
Grades 9-12	339.12	339.12	333.64	333.64
ADA Totals	339.12	339.12	333.64	333.64
RCLA:				
Grades 9-12	249.63	249.63	246.50	246.50
ADA Totals	249.63	249.63	246.50	246.50
ADA Totals	983.06	983.06	972.84	972.84

See the Independent Auditors' Report and accompanying Notes to Supplementary Information

THE FOUNDATION FOR HISPANIC EDUCATION
RECONCILIATION OF ANNUAL FINANCIAL REPORT WITH AUDITED FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2019

	LCPA	LVLA	RCLA
June 30, 2019 Annual Financial Report			
Fund Balances (Net Assets)	$ 835,362	$ 497,949	$ 552,579
Adjustments and Reclassifications:			
Increase (Decrease) of Fund Balance (Net Assets):			
Cash and Cash Equivalents	(51,239)	-	-
Accounts Receivable	(403,546)	(14,184)	(140,689)
Prepaid Expenses and Other Assets	1,336	161	(418)
Property, Plant, and Equipment, Net	8,858	-	-
Accounts Payable and Accrued Liabilities	118,560	(18,345)	(63,370)
Notes Payable	7,257	-	-
Net Adjustments and Reclassifications	(318,774)	(32,368)	(204,477)
June 30, 2019 Audited Financial Statement			
Fund Balances (Net Assets)	$ 516,588	$ 465,581	$ 348,102

See the Independent Auditors' Report and accompanying Notes to Supplementary Information

PURPOSE OF SCHEDULES

NOTE 1 COMBINING FINANCIAL STATEMENTS

Combining statements of financial position, activities, and cash flows have been presented in order to provide additional information to users of these financial statements. These statements have been prepared using the basis of accounting described in Note 1 to the financial statements.

NOTE 2 SCHEDULE OF INSTRUCTIONAL TIME

This schedule presents information on the amount of instructional time offered by the Foundation and whether the Foundation complied with the provisions of California Education Code.

NOTE 3 SCHEDULE OF AVERAGE DAILY ATTENDANCE

Average daily attendance is a measurement of the number of pupils attending classes of the Foundation. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of state funds are made to charter schools. This schedule provides information regarding the attendance of students at various grade levels.

NOTE 4 RECONCILIATION OF ANNUAL FINANCIAL REPORT WITH AUDITED FINANCIAL STATEMENTS

This schedule provides the information necessary to reconcile the net assets of the charter schools as reported on the Annual Financial Report form to the audited financial statements.

CliftonLarsonAllen LLP
CLAconnect.com

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Trustees
The Foundation for Hispanic Education
San Jose, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of The Foundation for Hispanic Education (the Foundation), a nonprofit California public benefit corporation, which comprise the statement of financial position as of June 30, 2019, and the related statements of activities, cash flows, and functional expenses for the year then ended, the related notes to the financial statements, and have issued our report thereon dated February 4, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Foundation's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Foundation's internal control. Accordingly, we do not express an opinion on the effectiveness of the foundation's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency or a combination of deficiencies in internal control such that there is a reasonable possibility that a material misstatement of the financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies, and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We identified certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs as item 2019-001, that we consider to be a material weakness.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Foundation's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Response to Findings

The Foundation's response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. The Foundation's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Glendora, California
February 4, 2020

CliftonLarsonAllen LLP
CLAconnect.com

INDEPENDENT AUDITORS' REPORT ON STATE COMPLIANCE

Board of Trustees
The Foundation for Hispanic Education
San Jose, California

We have audited The Foundation for Hispanic Education's (the Foundation) compliance with the types of compliance requirements described in the *2018-2019 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting,* published by the Education Audit Appeals Panel for the year ended June 30, 2019. The Foundation's state compliance requirements are identified in the table below.

Management's Responsibility

Management is responsible for the compliance with the state laws and regulations as identified below.

Auditors' Responsibility

Our responsibility is to express an opinion on the Foundation's compliance based on our audit of the types of compliance requirements referred to below. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the *2018-2019 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the specific areas listed below has occurred. An audit includes examining, on a test basis, evidence about the Foundation's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion on state compliance. Our audit does not provide a legal determination of the Foundation's compliance.

Compliance Requirements Tested

In connection with the audit referred to above, we selected and tested transactions and records to determine the Foundation's compliance with the laws and regulations applicable to the following items:

Description	Procedures Performed
School Districts, County Offices of Education, and Charter Schools:	
California Clean Energy Jobs Act	No[1]
After School Education and Safety Program	Not applicable
Proper Expenditure of Education Protection Account Funds	Yes

Description	Procedures Performed
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control and Accountability Plan	Yes
Independent Study-Course Based	Not applicable
Charter Schools:	
Attendance	Yes
Mode of Instruction	Yes
Nonclassroom-based instructional/independent study	Not applicable
Determination of funding for nonclassroom-based instruction	Not applicable
Annual instructional minutes – classroom based	Yes
Charter School Facility Grant Program	Yes

[1]The Foundation had no expenditures of California Clean Energy Jobs Act funding for the year ended June 30, 2019.

Opinion on State Compliance

In our opinion, the Foundation complied with the laws and regulations of the state programs referred to above in all material respects for the year ended June 30, 2019.

Purpose of this Report

The purpose of this report on state compliance is solely to describe the results of testing based on the requirements of the *2018-2019 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel. Accordingly, this report is not suitable for any other purpose.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Glendora, California
February 4, 2020

THE FOUNDATION FOR HISPANIC EDUCATION
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2019

All audit findings must be identified as one or more of the following categories:

Five Digit Code	Finding Types
10000	Attendance
20000	Inventory of Equipment
30000	Internal Control
40000	State Compliance
42000	Charter School Facilities Program
43000	Apprenticeship: Related and Supplemental Instruction
50000	Federal Compliance
60000	Miscellaneous
61000	Classroom Teacher Salaries
62000	Local Control Accountability Plan
70000	Instructional Materials
71000	Teacher Misassignments
72000	School Accountability Report Card

2019-001 - Internal Control Relating to Closing Process **30000**

Type of Finding:

- Material weakness in internal controls over the closing process specifically related to recording valuation adjustments for the interest rate swap agreement and revenue accruals for SB470 facilities funding.

Condition: During the course of our audit, material audit adjustments were identified to record the change in value of the interest rate swap agreement and to adjust the accruals for SB740 facilities funding.

Criteria or specific requirement: The closing process should include review of financial information and supporting schedules to ensure proper recording of all transactions in line with GAAP.

Context: The Organization's interest rate swap agreement should be valued annually and the change in value should be reported separately on the statement of activities. Additionally, the revenue accrual for SB740 was overstated.

Effect: Net assets decreased by $673,563, change in value of interest rate swap agreement decreased by $938,166, unrealized gain decreased by $662,666, and accounts receivable decreased by $398,063.

Cause: Oversight in closing process.

Repeat Finding: Not a repeat finding.

Recommendation: We recommend the School update its year end closing procedures to include additional review to ensure the interest rate swap valuation adjustment is accounted for in accordance with GAAP.

Views of responsible officials and Corrective Action Plan: The School will implement additional review processes to ensure the interest rate swap agreement valuation adjustment is recorded according to GAAP standards.

THE FOUNDATION FOR HISPANIC EDUCATION
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
YEAR ENDED JUNE 30, 2019

There were no findings in the prior year.

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC,
an SEC-registered investment advisor. | CliftonLarsonAllen LLP

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Student Admissions & Lottery Process

General Plan

The Charter School Committee has determined all policies, processes, and procedures governing application, admission, and enrollment policies of the school.

The School recruits a diverse student population from the neighborhood middle schools. Admission to the school is open to any resident of the State of California. The School is non-sectarian in its programs, admissions policies, employment practices, and all other operations, shall not charge tuition, and shall not discriminate on the basis of race, ethnicity, national origin, gender, or disability.

Implementation of Lottery System If Needed

Parents of prospective attendees will be informed by means of the school application packet of the school's capacity and the possibility of a lottery if demand for school slots exceeds the number of slots available. The packet of information will apprise prospective school families of the order of preference in selection of students.

The order of preference in selection of students is:

First Priority:	Current families
Second Priority:	Families within the East Side Union High School District
Third Priority:	Non-district students

If such a lottery becomes necessary, it will be held as many days from the start of the school year as is possible from the time it becomes clear there will be more applicants than slots. This will be done to give those students not admitted to the charter school sufficient time to register in another school.

Admissions and Enrollment Timeline

The below timeline of Recruitment and Admissions activities is a general outline of the sequence and timing of the general activities relating to new students. The general order of the events will remain, however the details of the events (including enrollment targets) may be modified over time in accordance with best practices. All modifications will be communicated to the district and on the school's website in the interest of transparency. All admissions forms, including lottery information, can be found in Appendix AA.

August – June: Application period officially opens; application materials sent to target students (contact information from first semester presentations); enrollment target of 30% (30-40 students) of entering freshman class.

Bilingual (English and Spanish) open houses, middle school presentations, tabling sessions, parent meetings community events, home visits and enrollment drives with interested families; intent to enroll forms and interest cards collected. In school presentations will be ongoing.

End of April: Enrollment target of 60% (60-80 students) of entering freshman class.

May: Registration seminars to complete enrollment process (lunch application, student records acquisition, etc.); Family Orientations and Summer School Enrollment.

June 30th: Application deadline, if the waitlist is achieved. Otherwise, applications will be accepted continuously.

June: Enrollment target of 100 with a projected 95 ADA. Enrollment figures less than 80 and more than 120 are considered a material change and will be communicated to the district.

The first week of July: Public random drawing held, if necessary (more than 120 applications). Status of application mailed to families; Placement Exam testing.

LATINO COLLEGE PREPARATORY ACADEMY

Fecha: _____

FORMA DE INTERÉS / SOLICITUD

2020 - 2021

Nombre del Estudiante: _____ **Fecha de Nacimiento:** _____

Género: ☐ **F** ☐ **M** **Grado Actual:** _____ **Escuela Actual:** _____

Nombre de padres/Tutores Legales: _____

Número de Cellular: _____ **Número de Cellular:** _____

Domicilio: _____

Ciudad: _____ **Código Postal:** _____

Correo Electrónico: _____

LATINO COLLEGE PREPARATORY ACADEMY

Fecha: _____

FORMA DE INTERÉS / SOLICITUD

2020 - 2021

Nombre del Estudiante: _____ **Fecha de Nacimiento:** _____

Género: ☐ **F** ☐ **M** **Grado Actual:** _____ **Escuela Actual:** _____

Nombre de padres/Tutores Legales: _____

Número de Cellular: _____ **Número de Cellular:** _____

Domicilio: _____

Ciudad: _____ **Código Postal:** _____

Correo Electrónico: _____

LATINO COLLEGE PREPARATORY ACADEMY

Date: _____

INTEREST / APPLICATION FORM

2020-2021

Student Name: _____ **Date of Birth:** _____

Gender: ☐ F ☐ M **Current Grade:** _____ **Current School:** _____

Parent Name / Legal Guardian: _____

Cell Phone Number: _____ **Cell Phone Number:** _____

Address: _____

City: _____ **Zip Code:** _____

E-Mail: _____

LATINO COLLEGE PREPARATORY ACADEMY

Date: _____

INTEREST / APPLICATION FORM

2020-2021

Student Name: _____ **Date of Birth:** _____

Gender: ☐ F ☐ M **Current Grade:** _____ **Current School:** _____

Parent Name / Legal Guardian: _____

Cell Phone Number: _____ **Cell Phone Number:** _____

Address: _____

City: _____ **Zip Code:** _____

E-Mail: _____

LATINO COLLEGE PREPARATORY ACADEMY

Solicitud de Lotería

Nombre del Alumno/a: _____ Fecha de Nacimiento: _____

Género: ☐ F ☐ M Grado Actual: _____ Escuela Actual: _____

Lenguaje Preferido: ☐ Inglés ☐ Español ☐ Otro: _____

Nombre del Padre/Tutor Legal: _____

Número Telefónico: _____ Número del Trabajo: _____

Domicilio: _____

Ciudad/Estado: _____ Código Postal: _____

Correo Electrónico (email): _____

¿Cómo se dio cuenta de Latino College Preparatory Academy? _____

Nombre y numero de familiar o amigo/a que tiene interese en LCPA:_____

☐ Me gustaría recibir mensajes de texto para recordatorios y detalles de eventos

_____ _____
Firma del Alumno/a Fecha

_____ _____
Firma del Padre/Tutor Legal Fecha

Latino College Preparatory Academy

14271 Story Road ◆ San José, CA 95127 ◆ (408) 729 – 2281 ◆ www.sjlcpa.org

LATINO COLLEGE PREPARATORY ACADEMY

Lottery Application

Student's Name: _____ Date of Birth: _____

Gender: ☐ F ☐ M Current Grade: _____ Current School: _____

Preferred Language: ☐ English ☐ Spanish ☐ Other: _____

Parent/Legal Guardian Name: _____

Home Phone Number: _____ Work Phone Number: _____

Address: _____

City/State: _____ Zip Code: _____

Email Address: _____

How did you hear about Latino College Preparatory Academy? _____

Name and phone number of sibling or friend who is interested in LCPA:_____

☐ I would like to receive text messages for reminders and event details

_____ _____
Student's Signature Date

_____ _____
Parent's Signature Date

Latino College Preparatory Academy

14271 Story Road ◆ San José, CA 95127 ◆ (408) 729 – 2281 ◆ www.sjlcpa.org

Incoming Freshman or Transfer Student Enrollment Form / Formulario de Inscripción de Estudiantes Nuevos del Noveno (9) Grado o Estudiantes Transferibles

Thank you for your interest in applying to Latino College Preparatory Academy. To be considered for enrollment, please fill out the following information. Please note, additional forms and documents will be needed to complete the Registration.

Gracias por su interés en inscribirse en nuestras escuela preparatoria Latino College Preparatory Academy. Para ser considerado, por favor de completar la siguiente información. Tenga en cuenta que se necesitarán formularios y documentos adicionales para completar la inscripción.

* Required

1. Name of Student / Nombre del Estudiante:

2. Date of Birth / Fecha de Nacimiento *

Example: January 7, 2019

3. Gender / Género:

Mark only one oval.

- ◯ Female / Femenino
- ◯ Male / Masculino

4. Current Grade / Grado Actual: *

_____

5. Current School / Escuela Actual: *

_____

6. Preferred Language / Lenguaje Preferido:

Mark only one oval.

- ◯ Español
- ◯ English
- ◯ Other/ Otro

7. Does your child currently have an Individualized Education Plan (IEP), 504 Plan, and/or any Student Support Information? ---- ¿Tiene su hijo/a actualmente un Plan de Educación Individualizado (IEP), un Plan 504 y / o alguna Información de Apoyo Estudiantil?

   Mark only one oval.

   - ◯ Yes
   - ◯ No

8. Parent / Legal Guardian / Nombre del Padre o Tutor Legal: *

   _____

9. Telephone Number / Número de Teléfono: *

   _____

10. Cell Phone Number / Número de Celular

    _____

11. Address / Domicilio:

    _____

12. City/ State / Cuidad/Estado:

13. Zip Code / Código Postal: *

14. Email Address / Correo Electrónico:

15. How did you hear about us? / ¿Como se entero sobre nuestras escuelas?

Mark only one oval.

- Sibling attends or attended / Hermano asiste a asistió
- Presentation at school / Presentación en la escuela
- Internet / Internet
- Advertisement / Anuncio
- Referral / Referencia
- Facebook
- Other / Otro

16. Name and phone number of person who referred you / Nombre y número de teléfono de la persona quien lo refirió:

_____

17. I would like to receive text messages for announcements and reminders/ Me gustaría recibir mensajes de texto para anuncios y recordatorios: *

Check all that apply.

- [ ] Yes, Sí
- [ ] No

18. Signature of Parent (type name) / Firma del padre (escriba su nombre): *

_____

19. Today's Date/ Fecha de hoy: *

_____

Example: January 7, 2019

20. Signature of Student (type name) / Firma del Alumno/a (escriba su nombre): *

_____

21. Today's date/ Fecha de hoy: *

Example: January 7, 2019

22. OFFICE USE ONLY - Signature from Director of Community Engagement and Recruitment

This content is neither created nor endorsed by Google.

Google Forms

Latino College Preparatory Academy
Admission Check List

NEW Student

Student Name: _____ Grade: **9**

Middle School: _____

High School: _____

☐ Complete ☐ Incomplete

All students must complete all forms before classes start.

_____

☐ Emergency Card-Blue

☐ Enrollment Form-Green

☐ Student/Parent Contract-White

☐ LCPA Expectations-Yellow

☐ Chromebook Agreement-White

☐Questionnaire-Purple

☐ Media Release-White

☐ LCPA-Informed Consent Form-White

☐ Home Language Survey-Yellow

☐ Approval for Request Records -White

☐Copy of Birth Certificate

☐ Copy of Immunization Records ☐ Tdap

☐Lunch Application

☐WD

NOTE: Documents need to be return to the office before new academic year.
NOTA: Todos los documentos necesitan estar entregados a la oficina antes del comienzo de clases.

LATINO COLLEGE PREP

EMERGENCY INFORMATION

LATINO COLLEGE PREPARATORY ACADEMY

STUDENT INFORMATION: Grade: _____

Last Name: _____ First Name: _____ DOB: _____ Gender: _____

PARENT/GUARDIAN INFORMATION:

First Parent/Guardian To Call: _____ Relationship: _____

Home Phone: _____ Work Phone: _____ Cell: _____

Second Parent/Guardian To Call: _____ Relationship: _____

Home Phone: _____ Work Phone: _____ Cell: _____

ONLY EMERGENCY CONTACT PERMISSION: ☐**RELEASE TO CONTACT** ☐**EMERGENCY CONTACT**

First Contact Name: _____ Relationship: _____

Home Phone: _____ Work Phone: _____ Other: _____

Second Contact Name: _____ Relationship: _____

Home Phone: _____ Work Phone: _____ Cell: _____

MR 7/11

Continue on back

EMERGENCY INFORMATION

LATINO COLLEGE PREPARATORY ACADEMY

LATINO COLLEGE PREP

STUDENT INFORMATION: Grade: _____

Last Name: _____ First Name: _____ DOB: _____ Gender: _____

PARENT/GUARDIAN INFORMATION:

First Parent/Guardian To Call: _____ Relationship: _____

Home Phone: _____ Work Phone: _____ Cell: _____

Second Parent/Guardian To Call: _____ Relationship: _____

Home Phone: _____ Work Phone: _____ Cell: _____

ONLY EMERGENCY CONTACT PERMISSION: ☐**RELEASE TO CONTACT** ☐**EMERGENCY CONTACT**

First Contact Name: _____ Relationship: _____

Home Phone: _____ Work Phone: _____ Cell: _____

Second Contact Name: _____ Relationship: _____

Home Phone: _____ Work Phone: _____ Cell: _____

MR 7/11

Continue on back

DO NOT RELEASE MY CHILD TO THE FOLLOWING:

Name: _____ Relationship: _____

Name: _____ Relationship: _____

MEDICAL/HEALTH INFORMATION:

Physician Name: _____ Telephone: _____

Hospital Affiliation: _____ Insurance Carrier: _____

Does you daughter/son have any health problems? ❑ Y ❑ N

If yes, please explain: _____

Will medication need to be administered at school? ❑ **Y ❑ N

****In order for medication to be given at school, written documentation must be provided by prescribing doctor.**

If yes, name of medication and medical reason: _____

In case of an emergency, my daughter/son may be taken to an emergency facility by ambulance if necessary. I understand the school assumes no responsibility for expenses incurred.

Parent/Guardian Signature: _____ Date: _____

MR 6/15

DO NOT RELEASE MY CHILD TO THE FOLLOWING:

Name: _____ Relationship: _____

Name: _____ Relationship: _____

MEDICAL/HEALTH INFORMATION:

Physician Name: _____ Telephone: _____

Hospital Affiliation: _____ Insurance Carrier: _____

Does you daughter/son have any health problems? ❑ Y ❑ N

If yes, please explain: _____

Will medication need to be administered at school? ❑ **Y ❑ N

****In order for medication to be given at school, written documentation must be provided by prescribing doctor.**

If yes, name of medication and medical reason: _____

In case of an emergency, my daughter/son may be taken to an emergency facility by ambulance if necessary. I understand the school assumes no responsibility for expenses incurred.

Parent/Guardian Signature: _____ Date: _____

MR 6/15

INFORMACÍON EN CASO DE EMERGENCÍA

LATINO COLLEGE PREPARATORY ACADEMY

LATINO COLLEGE PREP

INFORMACÍON SOBRE EL ESTUDIANTE: Grado: _____

Apellido: _____ Primer Nombre: _____ Fecha de Nacimiento: _____ Sexo: _____

INFORMACÍON SOBRE EL PADRE/GUARDIÁN:

Primer Padre/Guardián a Quien Se Puede Llamar: _____ Relación: _____

Numero Telefónico de Casa: _____ Del Trabajo: _____ Del Celular: _____

Segundo Padre/Guardián a Quien Se Puede Llamar: _____ Relación: _____

Numero Telefónico de Casa: _____ Del Trabajo: _____ Del Celular: _____

SOLAMENTE EN CASO DE EMERGENCIA FAVOR DE: ☐**DEJAR IR A MI HIJO(a) CON** ☐**CONTACTAR A**

Primer Nombre de Persona a Quien Contactar: _____ Relación: _____

Número Telefónico de Casa: _____ Del Trabajo: _____ Celular: _____

Segundo Nombre de Persona a Quien Contactar: _____ Relación: _____

Número Telefónico de Casa: _____ Del Trabajo: _____ Celular: _____

MR:7/10 **MR (Spanish) 7/11**

Continua al reverzo

INFORMACÍON EN CASO DE EMERGENCÍA

LATINO COLLEGE PREPARATORY ACADEMY

LATINO COLLEGE PREP

INFORMACÍON SOBRE EL ESTUDIANTE: Grado: _____

Apellido: _____ Primer Nombre: _____ Fecha de Nacimiento: _____ Sexo: _____

INFORMACÍON SOBRE EL PADRE/GUARDIÁN:

Primer Padre/Guardián a Quien Se Puede Llamar: _____ Relación: _____

Numero Telefónico de Casa: _____ Del Trabajo: _____ Del Celular: _____

Segundo Padre/Guardián a Quien Se Puede Llamar: _____ Relación: _____

Numero Telefónico de Casa: _____ Del Trabajo: _____ Del Celular: _____

SOLAMENTE EN CASO DE EMERGENCIA FAVOR DE: ☐**DEJAR IR A MI HIJO(a) CON** ☐**CONTACTAR A**

Primer Nombre de Persona a Quien Contactar: _____ Relación: _____

Número Telefónico de Casa: _____ Del Trabajo: _____ Celular: _____

Segundo Nombre de Persona a Quien Contactar: _____ Relación: _____

Número Telefónico de Casa: _____ Del Trabajo: _____ Celular: _____

MR: 07/10 **MR (Spanish) 7/1**

Continua al reverzo

FAVOR DE NO PERMITIR QUE MI HIJO/A SE VAYA CON LA SIGUIENTE PERSONA:

Nombre: _____ Relación: _____

Nombre: _____ Relación: _____

INFORMACÍON MÉDICA Y DE SALUD:

Nombre del Médico: _____ Telefónico: _____

Afiliación del Hospital: _____ Campania de Aseguransa: _____

Su hijo/a tiene problemas de salud? ❑ Sí ❑ No

Si su respuesta es que sí, favor de explicar: _____

Se necesitara administrar a su hijo/a algún medicamento durante las horas escolares? θ **Sí θ No

**** Para que su hijo/a reciba algún medicamento durante las horas escolares, se necesita una receta medica prescribida por un doctor.**

Si su respuesta es que sí, favor de anotar el nombre del medicamento y los motivos por lo cual su hijo/a lo toma: _____

_____

En caso de emergencia, tienen mi permiso para llevar a mi hijo/a a un hospital o lugar medico por ambulancia, si es necesario. Yo estoy de acuerdo y comprendo que la escuela LCPA no asume ninguna responsabilidad por ningún costo que sea incurrido.

Firma del Padre/Guardián: _____ Fecha: _____

MR: 7/10 MR (Spanish) 7/10

FAVOR DE NO PERMITIR QUE MI HIJO/A SE VAYA CON LA SIGUIENTE PERSONA:

Nombre: _____ Relación: _____

Nombre: _____ Relación: _____

INFORMACÍON MÉDICA Y DE SALUD

Nombre del Médico: _____ Telefónico: _____

Afiliación del Hospital: _____ Campania de Aseguransa: _____

Su hijo/a tiene problemas de salud? ❑ Sí ❑ No

Si su respuesta es que sí, favor de explicar: _____

Se necesitara administrar a su hijo/a algún medicamento durante las horas escolares? θ **Sí θ No

**** Para que su hijo/a reciba algún medicamento durante las horas escolares, se necesita una receta medica prescribida por un doctor.**

Si su respuesta es que sí, favor de anotar el nombre del medicamento y los motivos por lo cual su hijo/a lo toma: _____

_____

En caso de emergencia, tienen mi permiso para llevar a mi hijo/a a un hospital o lugar medico por ambulancia, si es necesario. Yo estoy de acuerdo y comprendo que la escuela LCPA no asume ninguna responsabilidad por ningún costo que sea incurrido.

Firma del Padre/Guardián: _____ Fecha: _____

MR: 7/10 MR (Spanish) 7/10

LATINO COLLEGE PREP

Contract/*Contrato*

This is a contract between the Latino College Preparatory Academy, hereafter referred to as the LCPA, student _____, and his/her parents/guardians.

(Student's Name/*Nombre del estudiante*)

Este es un contrato entre la Academia Latina Preparatoria Colegial, referida en adelante como LCPA, el estudiante cuyo nombre aparece arriba y sus padres/guardianes.

LCPA agrees to/LCPA está de acuerdo en:

- Provide the student a quality education at no cost to the family.
  Proveer al estudiante una educación de calidad sin costo para la familia.
- Prepare the student to meet all high school requirements for graduation.
  Preparar al estudiante para cumplir todos los requisitos necesarios para graduarse.
- Provide students the help they need to pass courses and learn English, Spanish, and computer skills.
  Proveer a los estudiantes la ayuda posible para pasar sus cursos y aprender el inglés, el español y la computación.
- Provide students extra help before or after school with their studies.
  Proveer al estudiante ayuda académica antes o después de la escuela.

The student named above promises and agrees to the following/El estudiante cuyo nombre aparece arriba promete y está de acuerdo en lo siguiente:

- To abide by the LCPA expectations.
  Seguir las expectativas de la escuela.
- To attend school on a regular basis and not miss more than five (5) days in a semester without medical notification from the doctor.
  Asistir a la escuela y no faltar más de cinco (5) días en un semestre sin nota médica.
- To always try his/her best in class and attend after school tutoring to obtain good grades.
  Siempre hacer lo mejor posible en clase y asistir a las tutorías después de la escuela.
- To understand that NO visitors are allowed on campus other than parents and guardians without prior arrangements with the Principal.
  Entender que NO se permiten invitados al LCPA sin obtener permiso de la Director.

It is clearly understood that the LCPA will immediately terminate the student for any of the following violations/*Está completamente claro que el LCPA inmediatamente despedirá al estudiante por cualquiera de las siguientes violaciones:*

- Truancy or absenteeism.
  Faltar a la escuela por más de cinco (5) días en un semestre sin nota médica.
- Use or sale of alcohol, tobacco, or other drugs at the LCPA.
  Uso o venta de alcohol, tabaco o drogas en la escuela.
- Possession of a knife or any weapon at school.
  Posesión de una navaja o cualquier otra arma en la escuela.
- Belonging to or participating in gang-related or crew or any group with negative influence on our student body.
  La pertenencia o tomando parte en pandilla-relacionado o la tripulación o cualquier grupo con la influencia negativa en nuestro alumnado.
- Fighting at or near school.
  Pelear con otros en o cerca de la escuela.
- Disobeying or disrespect teachers, adults, and/or school rules.
  Desobedecer o faltar le el respeto a los maestros, adultos o reglamentos de la escuela.
- Have problems with crime, police, or the law.
  Tener problemas con la policía o haber cometido crímenes.
- Any destruction or vandalism of school property.
  Cualquier destrucción o vandalismo de la propiedad de la escuela.

All students admitted to the LCPA will be treated with respect and as part of the LCPA family. He or she will not be discriminated against for any reason including past behavior in previous schools.

Todo estudiante que sea admitido al LCPA será tratado con respeto y como parte de la familia del LCPA. Ellos no serán discriminados por ninguna razón incluyendo su comportamiento en escuelas previas.

I have read this contract. I understand the contents and agree to the rules outlined herein.

He leído este contrato. Comprendo su contenido y estoy de acuerdo con los reglamentos escritos en este documento.

_____ _____

Signature of Student/*Firma del estudiante* Date/*Fecha*

_____ _____

*Signature of Parent (*Legal Guardian Signature required) Date/*Fecha*
/*Firma del padre (Firma del Guardián legal requerida)*

LATINO COLLEGE PREP

LCPA
Expectations

1. I will respect others.
   Respetare a todos.

2. I will be on time.
   Llegare a tiempo

3. I will keep food and beverages outside of the classroom.
   Mantendré comida y bebidas fuera del salón

4. I will use appropriate language during school hours.
   Usare lenguaje apropiado durante las horas escolares.

5. I will listen attentively
   Escucharé con atención

6. I will be responsible for my learning.
   Tomare responsabilidad por mí aprendizaje

7. I will wear a complete uniform
   Usare mi uniforme completo.

8. I will keep all electronic devices, toys, and other non-academic materials at home.
   Mantendré todo equipo electrónico, juguetes, y otros materiales en casa.

I agree to follow these expectations. If I choose not to, I have chosen to accept the consequences.

Yo acepto seguir estas expectativas. Si elijo no hacerlo, entonces he elegido aceptar consecuencia.

Student signature: _____ Date: _____

Parent Signature: _____ Date: _____

La Fundación para la Educación Hispana (TFHE)

El Uso de Tecnología - Reglamento para el Uso de las Computadora Chromebooks

Los estudiantes inscritos en las escuelas Latino College Preparatory Academy, Luis Valdez Leadership Academy y Roberto Cruz Leadership Academy pertenecientes a la Fundación para la Educación Hispana (TFHE) -obtendrán una computadora Google Chromebooks para el uso en la escuela y en la casa. Este documento proporciona a los estudiantes y sus padres / tutores con la información necesaria para el uso apropiado de la computadora. La computadora es proveída con el propósito que los estudiantes puedan completar tareas, completar trabajos en clase y el desarrollo personal del uso de tecnología.

Se les recuerda que el uso de tecnología proveído por TFHE es un privilegio y no un derecho. Toda acción echa a través de la computadora y redes de comunicación son monitoreados y controlados por las autoridades escolares . El uso inapropiado de la tecnología TFHE puede resultar en la limitación de uso, prohibición completa del uso, consecuencias disciplinarias, una mala calificacion y / o acción legal.

Los estudiantes y sus padres / tutores son responsables de revisar la póliza del uso apropiado de la tecnología proveída por TFHE .

Propietarios de la computadora Chromebook

TFHE y las escuelas pertenecientes tienen el derecho exclusivo de la propiedad de la computadora Chromebook . Las computadoras Chromebooks son prestadas a los estudiantes para fines educativos a través del tiempo del curso académico. Igualmente , el personal administrativo y docente se reserva el derecho de recoger y / o inspeccionar Chromebooks en cualquier momento. **También se reservan el derecho de alterar, añadir o eliminar programas o dispositivos instalados en las computadora chromebooks.**

Responsabilidades

Los estudiantes son responsables por el uso total de la computadora y deben cumplir con lo siguiente:

- Los estudiantes deben cumplir con el reglamento de uso de las computadoras Chromebooks
- Los estudiantes deben traer sus Chromebooks a la escuela todos los días y asegurarse de que la batería esté cargada. El no hacerlo, puede resultar en una acción disciplinaria
- Los estudiantes deben tratar su dispositivo con cuidado y nunca dejarlo en lugares inseguros.
- Los estudiantes deben mantener su dispositivo en un estuche de protección o en la mochila cuando no esté en uso.
- Los estudiantes deben reportar inmediatamente cualquier problema con la computadora Chromebooks al respectivo personal de la escuela.
- Los estudiantes no deben tratar de eliminar o interferir con el número de serie y otras etiquetas de identificación.
- Los estudiantes no deben intentar eliminar o cambiar la estructura física de la computadora Chromebooks, incluyendo el teclado.
- Los estudiantes no deben intentar instalar o ejecutar cualquier sistema operativo en ella que no sea el sistema operativo ChromeOS apoyado por TFHE.
- Los estudiantes deben mantener su dispositivo limpio y no deben tocar la pantalla con cualquier objeto(por ejemplo, el dedo, pluma, lápiz, etc.) que no sean productos de limpieza apropiados para la limpieza de pantallas.

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- Los estudiantes son responsables de las aplicaciones o programas instalados en las computadoras Chromebooks no autorizados por el equipo de tecnología TFHE.
- Los estudiantes tienen la responsabilidad de guardar toda información almacenada en la computadora chromebooks para evitar la pérdida de datos.
- El equipo de tecnología TFHE o usuarios de la tecnología proveída por TFHE no tienen la responsabilidad de guardar ninguna información almacenada en la computadora Chromebooks, la red de internet de la escuela, o cualquier aplicación emitida por la escuela. No se provee ninguna garantía de que la información sea retenida o destruida.

Ciudadano Digital Respetuoso

Los estudiantes deben seguir las siguientes seis condiciones como muestra de un ciudadano respetuoso digital:

1. **Respetarse a ti Mismo.** Voy a mostrar respeto a mí mismo a través de mis acciones. Voy a considerar atentamente la información y las imágenes que ponga en línea.
2. **Protégerse a ti Mismo**. Me aseguraré de que la información, imágenes y materiales que publique en línea no me pongan en riesgo. Voy a reportar cualquier ataque o comportamiento inapropiado dirigidas a mí.
3. **Respetar a los Demás.** Voy a mostrar respeto a los demás a través de mis acciones. No voy a utilizar medios electrónicos para antagonizar, intimidar,o acosar a otras personas.
4. **Proteger a los Demás.** Voy a proteger a los demás al denunciar el abuso, no reenviando materiales o comunicaciones inapropiadas, etc.
5. **Respetar y proteger la propiedad intelectual**. Voy a solicitar permiso para utilizar los recursos de manera adecuada y citar todo uso de sitios web, libros, medios de comunicación, etc. Voy a reconocer todas las fuentes y proveer acreditación.

Derechos de autor y distribución de archivos

Los estudiantes deben seguir todos los reglamentos de derechos de autor incluyendo texto, imágenes, programas, música y videos. El descargar, compartir, y publicar objectos en línea obtenidos ilegalmente, está en contra del reglamento del uso de tecnología.

Equipo de Repuesto

Si la computadora Chromebook de un estudiante es inoperable, la escuela tiene un número limitado de dispositivos de repuesto para su uso mientras se repara la computadora. El estudiante no puede optar por mantener un Chromebook inoperable para evitar hacer el trabajo de clase o tareas en casa Si un estudiante no trae su / su Chromebook a la escuela, el estudiante debe pedir prestado un dispositivo de la escuela basada en las instrucciones del maestro / a. El no traer la computadora chromebook también puede resultar en una acción disciplinaria.

Garantía y Aseguranza

TFH se compromete a reparar o reemplazar el equipo dañado por caso de uso normal. El estudiante es responsable de pagar todas las otras roturas. La Fundación hará su mejor intento de comprar piezas de repuesto al mejor precio posible. Pérdida o robo del dispositivo es también responsabilidad del estudiante. El estudiante será responsable de pagar por el reemplazo de la computadora.Los padres/ tutores son responsables de la compra de un seguro para sus Chromebooks. Los estudiantes serán responsables de pagar **$20** dolares por el remplazo de un cargador.

La Fundación para la Educación Hispana (TFHE)

Acuerdo

Al firmar lo siguiente, el estudiante y sus padres / tutores están de acuerdo en seguir y aceptar lo estipulado en este documento:

- Reglamento para el uso de tecnología
- Reglamento para el uso de computadoras chromebooks
- Los Procedimientos Chromebook e Información para Estudiantes y padres/ tutores
- Si el estudiante decide moverse de escuela, es su responsabilidad regresar la computadora chromebook en buen funcionamiento, o pagar el costo total para ser reemplazada.
- En ningún caso las escuelas pertenecientes a TFHE pueden ser considerados responsables de cualquier reclamación de daños, negligencia o incumplimiento de obligaciones.

Nombre del estudiante _____ # de identificacion: _____

Firma del estudiante _____ Fecha: _____

Nombre del padre/ tutor _____

Firma del padre/ tutor _____ Fecha:_____

The Foundation for Hispanic Education

Student Chromebook Usage Agreement

Students at The Foundation for Hispanic Education (TFHE) schools- Latino College Preparatory Academy, Luis Valdez Leadership Academy, and Roberto Cruz Leadership Academy- will be issued Google Chromebooks for use in school and at home. This document provides students and their parents/guardians with information about taking care of the equipment, using it to complete assignments, and being a good digital citizen.

Students and their parents/guardians are reminded that use of TFHE Technology is a privilege and not a right and that everything done on any TFHE-owned computer, network, or electronic communication device may be monitored by school authorities. Inappropriate use of TFHE Technology can result in limited or banned computer use, disciplinary consequences, removal from courses, loss of credit, receiving a failing grade, and/or legal action.

TFHE students and their parents/guardians are responsible for reviewing the TFHE's Use of Technology Policy.

Ownership of the Chromebook

TFHE and its schools retain sole right of possession of the Chromebook. The Chromebooks are lent to the students for educational purposes only for the academic year. Moreover, administrative staff and faculty retain the right to collect and/or inspect Chromebooks at any time, including via electronic remote access and to alter, add or delete installed software or hardware.

Responsibility for the Chromebook

Students are solely responsible for the Chromebooks issued to them and must adhere to the following:

- Students must comply with the Use of Technology Policy when using their Chromebooks.
- Students must bring their Chromebooks to school every day and make sure it is fully charged. Failure to do so may result in disciplinary action.
- Students must treat their device with care and never leave it in an unsecured location.
- Students must keep their device in a protective case or backpack when traveling.
- Students must promptly report any problems with their Chromebook to their respective school staff.
- Students may not remove or interfere with the serial number and other identification tags.
- Students may not attempt to remove or change the physical structure of the Chromebook, including the keys.
- Students may not attempt to install or run any operating system on the Chromebook other than the ChromeOS operating system supported by TFHE.
- Students must keep their device clean and must not touch the screen with anything (e.g., your finger, pen, pencil, etc.) other than approved computer screen cleaners.

Responsibility for Electronic Data

The students are solely responsible for any apps or extensions on their Chromebooks that are not installed by a member of TFHE technology staff. Students are responsible for backing up their data to protect from loss.

Users of TFHE Technology have no rights, ownership, or expectations of privacy to any data that is, or was, stored on the Chromebook, school network, or any school-issued applications and are given no guarantees that data will be retained or destroyed.

Digital Citizenship

Students must follow the six conditions of being a good digital citizen:

The Foundation for Hispanic Education

1. **Respect Yourself.** I will show respect for myself through my actions. I will consider the information and images that I post online
2. **Protect Yourself**. I will ensure that the information, images and materials I post online will not put me at risk. I will report any attacks or inappropriate behavior directed at me.
3. **Respect Others**. I will show respect to others through my actions. I will not use electronic mediums to antagonize, bully, harass or stalk other people.
4. **Protect Others**. I will protect others by reporting abuse, not forwarding inappropriate materials or communications, etc.
5. **Respect and Protect Intellectual Property**. I will request permission to use resources and suitably cite any and all use of websites, books, media etc. I will acknowledge all primary sources and validate information.

Copyright and File Sharing

Students are required to follow all copyright laws around all media including text, images, programs, music, and video. Downloading, sharing, and posting online illegally obtained media is against the Use of Technology policy.

Spare Equipment and Lending

If a student's Chromebook is inoperable, the school has a limited number of spare devices for use while the student's Chromebook is repaired or replaced. This agreement remains in effect for loaner computers. The student may not opt to keep an inoperable Chromebook to avoid doing class work due to loss or damage. If a student does not bring his/her Chromebook to school, the student may be required to borrow a device from the school based on the direction from his/her teacher. Disciplinary action may result for failure to bring a fully charged Chromebook to school.

Warranty and Insurance

The Foundation will repair or replace damaged equipment resulting from normal use. All other breakages will be the responsibility of the student to pay for. The Foundation will make its best attempt to purchase replacement parts at the best possible price. Loss or theft of the device is also the student's responsibility and will result in the student being charged the full replacement cost to purchase a new device. Families are responsible for buying insurance for their Chromebooks. Students are responsible **to pay $20** for replacement chargers.

Signature Form

By signing the below, the student and their parent/guardian agree to follow and accept:

- Use of Technology Policy
- The Chromebook Agreement.
- The Chromebook Procedures and Information for Students and Parents Guide.
- If the student ceases to be enrolled at a Foundation school, the student/parents will return the Chromebook in good working order or pay the full replacement cost of the computer.
- In no event shall the schools be held liable to any claim of damage, negligence, or breach of duty.

Print Student Name _____ Student ID #: _____

Student Signature _____ Date _____

Print Parent/Guardian Name _____

Parent/Guardian Signature _____ Date _____

Parent/Guardian Signature _____ Date _____

THE FOUNDATION for HISPANIC EDUCATION
Innovation & Transformation Since 1981

Latino College Preparatory Academy
Luis Valdez Leadership Academy
Roberto Cruz Leadership Academy

CUESTIONARIO	Quien esta contestando el Cuestionario?
Sobre su estudiante…	**Respuesta**
1. ¿Es su hijo/a responsable del cuidado de sus hermanos u otros niños de la casa?	Si No
2. ¿Es su hijo/a responsable de contribuir ingresos al hogar (tiene que trabajar)?	Si No
3. ¿Considera que su hijo/a tiene o tendrá dificultades para llegar a tiempo a la escuela?	Si No
4. ¿Considera que su vecindario es un lugar seguro para su familia?	Si No
5. ¿Hay alguien en casa con la capacidad de ayudar a su hijo/a con las tareas escolares?	Si No
Mas de usted…	
6. ¿Es usted madre o padre soltero?	Si No
7. ¿Cuál es su nivel de educación (o el grado más alto que curso)? **Por favor marque uno**	K 1 2 3 4 5 6 7 8 9 10 11 12 AA BS MS PHD Completo
8. ¿Cuál es la industria en la que usted trabaja?	
9. ¿Tiene computadora en su hogar?	Si No
10. ¿Tienen acceso a internet en casa?	Si No
11. ¿En su opinión, considera que se le debe permitir a los estudiantes utilizar teléfonos celulares durante horas escolares?	Si No
Comunicacion...	
12. ¿De ser posible, aceptaría recibir correos electrónicos y mensajes de texto para comunicarnos con usted?	Si No
13. Sera su hijo/a el primero en atender un colegio o universidad?	Si No

THE FOUNDATION for HISPANIC EDUCATION
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Latino College Preparatory Academy
Luis Valdez Leadership Academy
Roberto Cruz Leadership Academy

REGISTRATION QUESTIONNAIRE	**Who is answering the Questionnaire?**
Sobre su estudiante…	**Answer**
1. Does your student help with childcare?	Yes No
2. Does your student contribute to the household (income, work)?	Yes No
3. Is transportation an issue for your student to get to school?	Yes No
4. As a parent, do you feel safe in your neighborhood?	Yes No
5. Is there someone in your household who helps with homework?	Yes No
About you…	
6. Are you a single parent?	Yes No
7. What is your level of education? **Please Circle One**	1 2 3 4 5 6 7 8 9 10 11 12 AA BS MS PHD Completed
8. In what field(s) do you and your spouse work in?	
9. Do you have a computer at home?	Yes No
10 Is there internet access at home?	Yes No
11. In your opinion, should cell phones be allowed during class time?	Yes No
Communication...	
12. When possible, would you allow emails and text messages from school?	Yes No
13. Will your student be the first one to attend College or a University?	Yes No

LATINO COLLEGE PREP

Media Release Form

I, _____, am the parent or guardian of a student at the Latino College Preparatory Academy (LCPA) located at 14271 Story Road. I hereby agree to allow the school, school district and/ or University to publish my child's image and/or name of the Latino College Preparatory Academy Internet Web site or any school-affiliated media publication. I also acknowledge that the LCPA may choose not to use my child's image and/or name at this time, but may do so at its own discretion at a later date.

I hereby give LCPA the absolute right and permission to use my child's photograph(s) and/or name in its promotional materials and publicity efforts. I understand that the photograph(s) and/or name may be used in a publication, print ad, direct-mail piece, electronic media (e.g. video, CD-ROM, Internet, Word Wide Web), or other form of promotion.

I release the Latino College Preparatory Academy, the TFHE, the photographer, their offices, employees, agents, and designees from liability for any violation of any personal or proprietary right I may have in connection with such use.

Name of student _____

Parent/Guardian Signature _____

Address_____

City _____ State _____ Zip _____

Phone: (_____) _____ Date _____

If you do not agree to the above, please fill out the following:

I, _____ , do not give The Latino College Preparatory Academy nor the THE FOUNDATION *for* HISPANIC EDUCATION, permission to use my child's photograph(s) and/or name.

LATINO COLLEGE PREP

Forma de Medios de Publicaciones de Imágenes

Yo, _____, el padre, madre o tutor(a) de un estudiante en la escuela Latino College Preparatory Academy (LCPA) localizado en 14271 Story Road. Estoy de acuerdo por este medio permitir que la escuela, el distrito de la escuela publiquen la imagen o el nombre de mi estudiante en la página de de Internet de la LCPA cualquier publicación afiliada con la institución. También reconozco que LCPA pueden elegir no utilizar la imagen o el nombre de mi hijo(a) en este momento, pero pueden hacerlo en el futuro.

Por este medio doy permiso absoluto de utilizar la fotografía(s) o el nombre de mijo(a) en sus materiales promocionales y esfuerzos de la publicidad. Entiendo que la fotografía(s) o el nombre se puede utilizar en las publicaciones de LCPA, en in anuncio de la prensa, en correo directo, y en otros medios electrónicos (ejemplo, video, CD-ROM, Internet, Web mundial), o otra forma de promoción de me mencionadas instituciones.

Yo no culpare a LCPA o la TFHE, o a fotógrafo, sus oficinas, los empleados, los agentes, o los designados de la responsabilidad por cualquier violación de personal o propiedad que queda tener en la conexión con tal uso.

Nombre del Estudiante: _____

Firma del Padre o Tutor: _____

Dirección: _____ Estado:_____ Código Postal: _____

Teléfono: (_____) _____ Fecha: _____

Si usted no da permiso a las condiciones antedichas, por favor complete lo siguiente:

Yo, _____, no doy permiso a LCPA o TFHE de utilizar la fotografía(s) o el nombre de mi hijo(a) en sus publicaciones.

Informed Consent

While attending Latino College Preparatory Academy (LCPA), you have access to Student Support Services. Our school staff, administrators, and counselors are dedicated to helping you succeed in school, as well as in other aspects of your life. We are here to help you advance your educational goals, social development, career aspirations, and so much more. It is important to know that we will listen and attempt to help you with any issues you might have.

Your student has expressed an interest in participating in Student Support Services. These services are free of charge and will be provided at school during school hours. Services are delivered through both individual and support group formats. Most times students are asked to miss class for a designated period of time once a week. Teachers decide whether or not it would be problematic to miss class and in some cases students will be required to make-up missed work. In order for a student to participate, we must have your consent. If you wish to provide consent for these services, please fill out and return the form with your student.

Any information you share with a counselor during a counseling session will remain confidential. However, according to California Law, educators and school staff are mandated reporters and must breach confidentiality under the following circumstances when there is a reasonable suspicion of:

- An incident of child abuse, past or present
- An incident of elder abuse or dependent adult abuse
- Serious threat of harm to oneself or others
- Under the influence of drugs or alcohol or in possession of on campus
- In possession of any type of weapon on campus
- If the court issues a subpoena to testify in court

These records will not be part of the educational cumulative file maintained by the school district. This consent shall remain in effect for one year from the date of signature. Students will be seen by a Mental Health Provider (Associate Social Worker, Associate Marriage and Family Therapist or a Licensed LCSW/LMFT). If you have any questions relating to the contents above or should you require further information, please feel free to contact the Director of Student Services, Rochelle Fong, at (408) 585-5022 ext. 1022.

Signature of Parent or Guardian	Print Name	Date
Signature of Student	Print Name	Date
Signature of Mental Health Provider	Print Name	Date

Consentimiento

Mientras que su hijo/a asista a Latino College Preparatory Academy (LCPA), el/ella tiene acceso a los Servicios de Apoyo Estudiantiles. El personal de la escuela y los consejeros están dedicados a ayudarle a tener éxito en la escuela, así como en otros aspectos de su vida. Estamos aquí para ayudarle a realizar sus metas educativas, desarrollo social, aspiraciones profesionales, y mucho más. Es importante saber que vamos a escucharlos y trataremos de ayudarles con cualquier problema que puedan tener.

Su estudiante a expresado interés en participar en los Servicios de Apoyo Estudiantiles. Estos servicios son gratis y serán proporcionados en la escuela durante las horas escolares. Los servicios son brindados individualmente y con el formato de un grupo de apoyo. La mayoría del tiempo los estudiantes reciben los servicios durante clase una vez a la semana, y es necesario que pierdan un tiempo de clase. Los maestros deciden si es o sería problemático que el alumno falte a clase y en algunos casos es necesario que los estudiantes completen el trabajo que perdió durante el tiempo que estuvo fuera de clase. Para que un estudiante participe en los Servicios de Apoyo Estudiantiles, necesitamos su consentimiento. Si desea dar consentimiento para estos servicios, por favor complete y envíe el formulario con su estudiante.

Cualquier información que usted o su estudiante comparta con un consejero durante las sesiones de consejería se mantendrá confidencial. Sin embargo, de acuerdo con la ley de California, los consejeros están obligados a reportar y deben violar la regla de confidencialidad si hay una sospecha razonable de las siguientes cosas:

- Hay o hubo un incidente de abuso de menores
- Un incidente de maltrato de una persona mayor
- Una amenaza grave de daño a sí mismo o a otros
- Estar bajo la influencia de las drogas o el alcohol o posesión de ellas en el campus
- En posesión de cualquier tipo de arma en el campus
- Si la corte emite una citación para testificar en la corte

Estos registros no serán parte del archivo estudiantil que son mantenidos por el distrito escolar. Este consentimiento se mantendrá vigente por un año desde la fecha de la firma. Los estudiantes serán vistos por un Proveedor de Salud Mental (un(a) Trabajador Social asociar, un(a) asociar en Terapia Matrimonial y Familiar, o un(a) Trabajador Social o un Consejero de Terapia Matrimonial y Familiar con su licencia). Si tiene alguna pregunta relacionada con el contenido de la forma o necesita más información, por favor comuniquese con la directora de servicios estudiantes, Rochelle Fong, al (408) 585-5022 ext. 1022.

_____	_____	_____
Firma del Padre o Tutor	Nombre del Padre o Tutor	Fecha
_____	_____	_____
Firma del Estudiante	Nombre del Estudiante	Fecha
_____	_____	_____
Firma del Proveedor de Salud Mental	Nombre del Proveedor de Salud Mental	Fecha

HOME LANGUAGE SURVEY

Name of Student: _____
(Surname / Family Name) (First Given Name) (Second Given Name)

Age of Student: _____ Grade Level: _____ Teacher Name: _____

Directions to Parents and Guardians:

The California *Education Code* contains legal requirements which direct schools to assess the English language proficiency of students. The process begins with determining the language(s) spoken in the home of each student. The responses to the home language survey will assist in determining if a student's proficiency in English should be tested. This information is essential in order for the school to provide adequate instructional programs and services.

As parents or guardians, your cooperation is requested in complying with these requirements. Please respond to each of the four questions listed below as accurately as possible. For each question, write the name(s) of the language(s) that apply in the space provided. Please do not leave any question unanswered. If an error is made completing this home language survey, you may request correction before your student's English proficiency is assessed.

1. Which language did your child learn when he/she first began to talk? _____
2. Which language does your child most frequently speak at home? _____
3. Which language do you (the parents or guardians) most frequently use when speaking with your child? _____
4. Which language is most often spoken by adults in the home? (parents, guardians, grandparents, or any other adults) _____

Please sign and date this form in the spaces provided below, then return this form to your child's teacher. Thank you for your cooperation.

_____ _____

Signature of Parent or Guardian Date

Form HLS, Revised December 2016
California Department of Education

ENCUESTA DEL IDIOMA EN EL HOGAR

Name of Student _____
(Surname/Family Name) (First Given Name) (Second Given Name)

Age of Student_____ Grade Level_____ Name of Teacher_____

Note: School district personnel should complete all of the information items above this line.

Instrucciones para padres y tutores:

El *Código de Educación* de California contiene requisitos legales que guían a las escuelas a dar un examen de proficiencia en ingles a los estudiantes. El proceso comienza con determinar el idioma o idiomas que se hablan en el hogar de cada estudiante. Las respuestas a esta encuesta del idioma ayudarán al personal de la escuela saber si el estudiante debe tomar el examen. Esta información es esencial para que la escuela pueda proveer programas y servicios adecuados a los estudiantes.

Como padre o tutor, su cooperación es necesaria para cumplir con estos requisitos. Por favor responda a cada una de las cuatro preguntas siguientes de la forma más precisa posible. Para cada pregunta, escriba el nombre(s) del idioma(s) que corresponde en el espacio suministrado. Por favor, responda a todas las preguntas. Si contestó con error a las preguntas de esta encuesta de idioma, Ud. puede solicitar corrección de su respuesta antes de que la proficiencia de su estudiante sea evaluada.

1. *¿Qué idioma aprendió su hijo cuando empezó a hablar?* _____
2. *¿Qué idioma habla su hijo en casa con más frecuencia?* _____
3. *¿Qué idioma utilizan ustedes (los padres o tutores) con más frecuencia cuando hablan con su hijo?* _____
4. *¿Qué idioma se habla con más frecuencia entre los adultos en el hogar (padres, tutores, abuelos o cualquier otro adulto)?* _____

Por favor firme y feche este formulario en el espacio suministrado a continuación y devuelva el formulario al maestro de su hijo. Muchas gracias por su cooperación.

_____ _____
(Firma del padre/madre o tutor) (Fecha)

Form HLS, Source Document Revised December 2016
California Department of Education

PLEASE MAIL TO:
Latino College Preparatory Academy
14271 Story Road
San Jose, CA 95127
Attn: Registrar

REQUEST FOR TRANSCRIPT, CUMULATIVE AND HEALTH RECORDS.

The below student is now enrolled at **Latino College Preparatory Academy**. Please send the following:

☐Cumulative File
☐Leaving Grades
☐Official Transcript
☐Health File
☐ IEP/Psychological Report (If applicable)
☐ Other: _____

1st Request _____ **2nd** Request_____ **3rd** Request _____

Student Name: _____

ID Number: _____

Birth Date: _____

Thank you very much for your immediate attention.

_____
Maria Ramirez
Registrar

I authorize **Latino College Preparatory Academy** to request any school documentation.

Parent Name: _____

Requesting record form: _____

Phone: (408) 585-5022 Ext:1019
Fax: (408)516-8910

Pursuant of Ed Code 49068. (b) If a pupil transfers from one public school to another or to a private school, or transfers from a private school to a public school within the state, the pupil's permanent record or a copy of it shall be transferred by the former public school or private school no later than **10 school** days following the date the request is received from the public school or private school where the pupil intends to enroll.

Latino College Preparatory Academy (LCPA)
Charter Petition Renewal

Appendix 27: Enrollment, Admissions, and Lottery Information

SONOMA COUNTY CHARTER SELPA
SPECIAL EDUCATION LOCAL PLAN AREA

www.sonomaselpa.org
www.charter.sonomaselpa.org
5860 Labath Avenue
Rohnert Park, CA 94928
Phone (707) 524-2752
Fax (707) 524-2754
Adam Stein, Executive Director

September 30, 2020

The Foundation for Hispanic Education
Attn. Sherry Segura
14271 Story Road
San Jose, CA 94544

Dear Sherry,

The following schools: B. Roberto Cruz Leadership Academy, Latino College Preparatory Academy, and Luis Valdez Leadership Academy are conituining members of the Sonoma County Charter SELPA. They have complied with all of the requirements of the SELPA in a timely manner to-date, including attendance at meetings and trainings. They have demonstrated good faith efforts to provide services and comply with the legal requirements for students who receive special education services. These schools are in good standing with the Sonoma County Charter SELPA.

Sincerely,



Adam Stein
Executive Director
Sonoma County Charter SELPA

AS/nlf

Latino College Preparatory Academy (LCPA)
Charter Petition Renewal

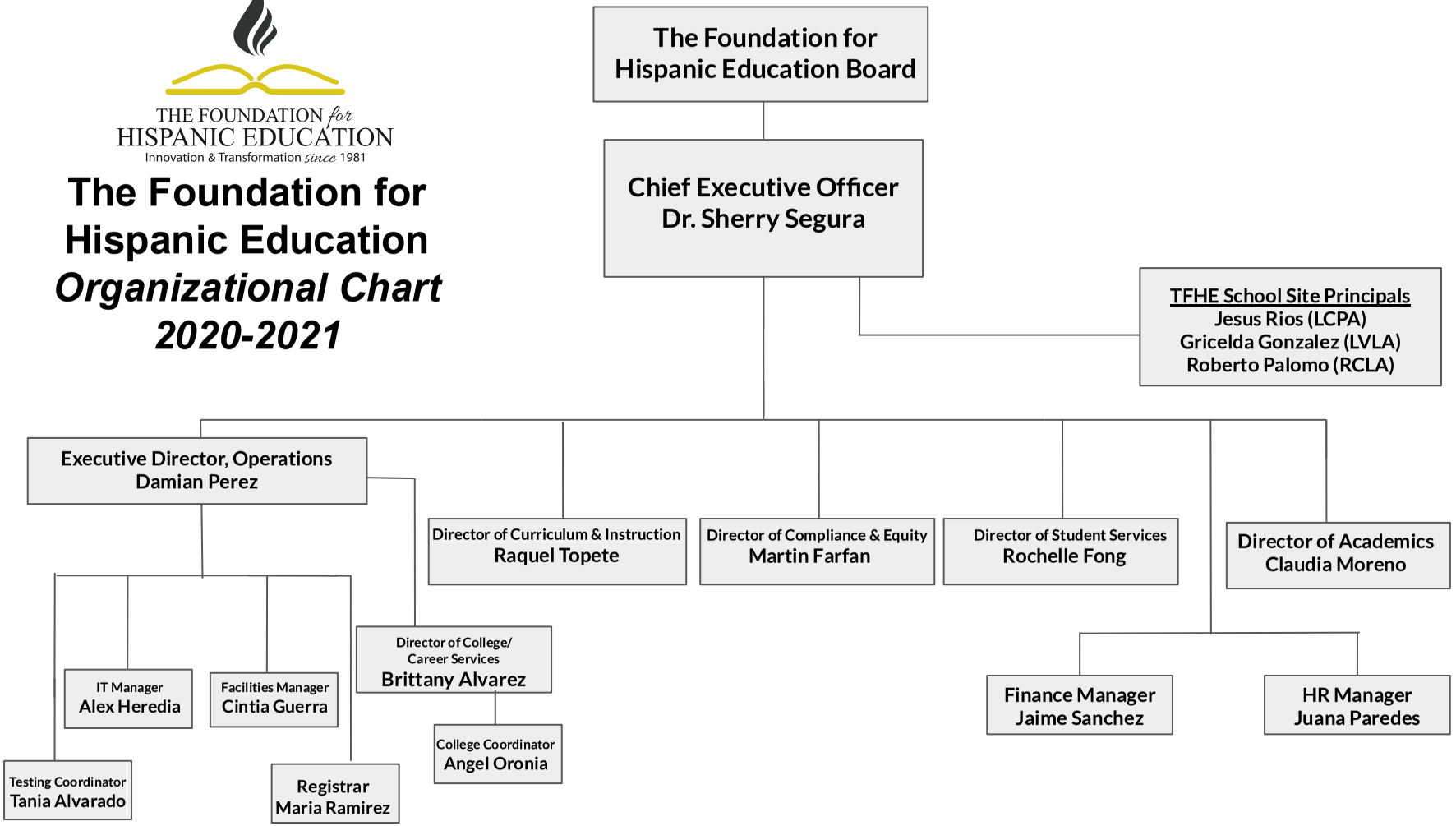
Appendix 28: SELPA Letter of Good Standing and Special Education Rights

Latino College Preparatory Academy (LCPA)
Charter Petition Renewal

Appendix 29: Organizational Chart and School Chart

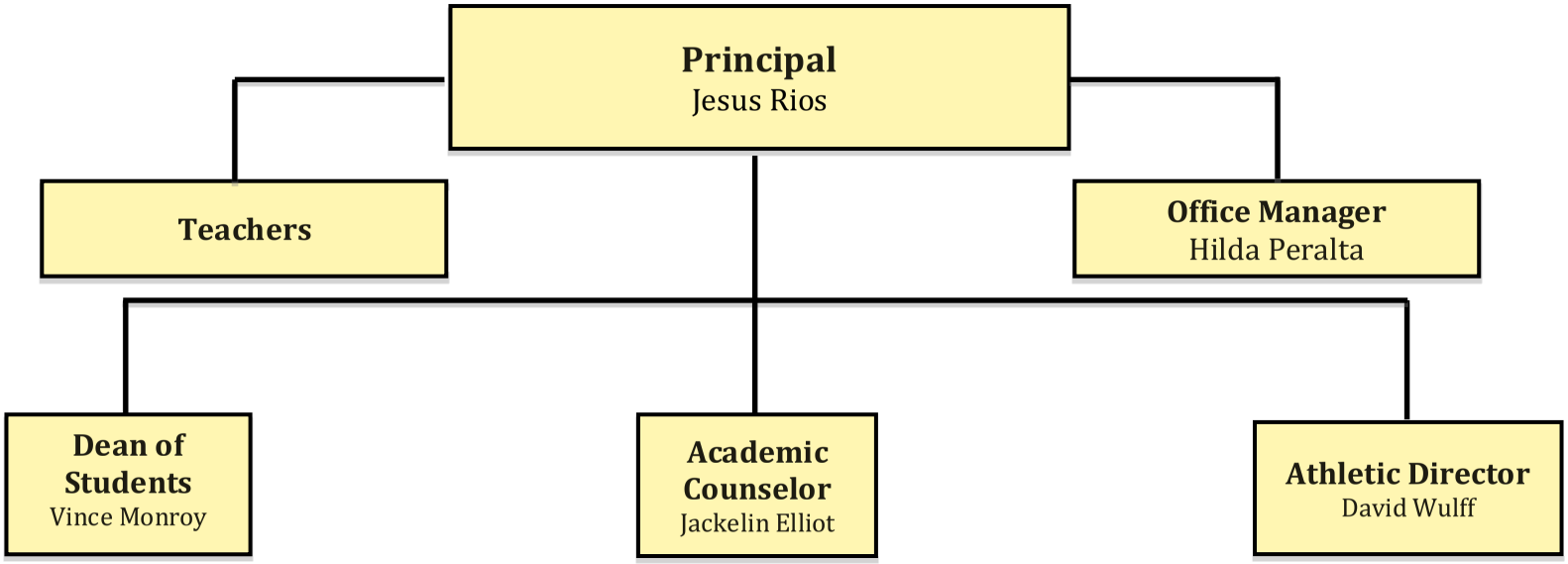
THE FOUNDATION *for*
HISPANIC EDUCATION
Innovation & Transformation *since* 1981

The Foundation for Hispanic Education
Organizational Chart 2020-2021



LATINO COLLEGE PREPARATORY ACADEMY

Latino College Preparatory Academy
2020-2021 Organizational Chart



Latino College Preparatory Academy (LCPA)
Charter Petition Renewal

Appendix 30: Poder de Los Padres and Parent Engagement Materials

English Learners Advisory Committee (ELAC)

The purpose of the English Learners Advisory Committee (ELAC) is to advise the principal, School Site Council and school staff on programs and services for English learners. Parents of English learners (ELs) together with other parents, staff and community members meet to learn about services and programs for English learners and offer advice to improve the education of ELs at our school. The ELAC will meet at least four times a year.

The elected ELAC parent representatives will advise the Director and staff on:
Programs and services for English learners and the SSC on the development of the Single Plan for Student Achievement.

Assist the school in the development of:

- The school's needs assessment.
- The school's annual language census.
- Ways to make parents aware of the importance of regular school attendance

School Site Council (SSC)

The School Site Council (SSC) elected members represent parents, students, community members, and school staff in school governance. The SSC is responsible for the development of the Academic Plan, and overall school site budget including any categorical funds.
The SSC is expected to:

- Review LCPA's Strategic Plan and LCAP Goals
- Review and analyze student data.
- Solicit community input and develop a needs assessment.
- Assist the principal in developing the Academic Plan and school site budget.
- Monitor the implementation and effectiveness of the Academic Plan on an ongoing basis.
- Approve the Academic Plan and school site budget before it is submitted to the Foundation for final review and approval.

Poder de los Padres

LEA continued its effort on The Parent Leadership Involvement and Leadership Model, entitled, "Poder de Los Padres", whereby parents were invited to actively engage in their children's education. As a result, a monthly bilingual (Spanish and English) parent training program addressed the following topics: student success, college attendance, and admission, time management, handling academic stress, developmental issues, attendance and punctuality, the successful completion of A-G, and student safety net programs available at LCPA. In addition, parents learn more about college financial aid and help their students maintain focus and

motivation. Concurrently, students are supported, in their academic endeavors, by receiving complementary information for each of the parent workshop items.

Parent University
Parent University provides 12th grade families to become full partners in their student's last year of high school. LCPA offered workshops such as; assisting senior students with the requirements for FAFSA, college applications, personal statements,scholarships and freshman year support information. Our mission is to mobilize parent power and encourage greater family involvement in developing a lasting learning partnership in which parents support their children in achieving academic and personal success.

Legacy Leaders with American Heart Association of Silicon Valley
American Heart Association of Silicon Valley "Legacy Leaders" program worked with our students and parents to create a culture of health impacting by increasing access to healthy and affordable food through the teaching of good nutrition, providing culinary skills. This program worked to increase confidence in preparing and accessing healthy foods through the development and implementation of a healthy eating campaign created and implemented by the Legacy Leaders. Overall, this program was implemented to encourage healthier eating and address food insecurity by increasing access to food that is healthy, tasty and affordable in Santa Clara Valley's most underserved communities.

Promotoras with YWCA
Promotoras of Silicon Valley, a chapter of the YWCA national organization that focuses on women empowerment and eliminating racism. Promotoras effectively outreach to the Latina community, raise awareness of domestic violence and sexual assault and connect victims to services. The purpose is to be able to encourage survivor self-determination, and services are delivered through a strengths-based, non-judgmental and trauma-informed lens that aligns with the YWCA Silicon Valley's mission.

These resources were brought into the LCPA community where our families received the support to be able to find resources to cope, heal and become advocates in the community. Our LCPA women who were part of Promotoras were trained to then take the knowledge and information into their own communities to raise awareness about domestic and selxucal viloence, help at-risk individual's access resources, and empower their community members to have safe, healthier lives.

ESL Classes for Parents
English Class for our ESL LCPA families grew out of a community need for education for parents who wanted to have better communication with their children's school. The classes gave parents language skills and also knowledge and resources to navigate the school system.

Parents were able to find information, navigation tools and resources by learning and practicing communication with the classroom community that is formed in the unique program for LCPA families.

Harvest Food Bank

LCPA has been partnering up with Second Harvest for many years to host a Food bank on campus every first monday of the month, unless due to a holiday. We have served hundreds of students as well as community members. Our families have contributed to this distribution by being year long volunteers by setting up tables, packaging food, distributing and cleaning after each monthly distribution.

Eagle Warrior Food Drive

Trader Joe's grocery store mission is to start a commitment to provide outstanding value and service to their customers, but they go far beyond that and involve what we know best— food. From providing food of the highest quality and feeding those in need through their donations program, to continuously striving to reduce food waste and better manage their environmental impact. Trader Joe's has been giving back to our LCPA community, handling all requests for product donations. Trader Joe's giving also aligns with their intent to never let food go to waste. It's been their long-running policy to donate 100% of products that go unsold but are safe for consumption. LCPA parents line up for these organic services that are provided every Tuesday so they can have an opportunity to eat organically in their household.

Innovate Public Schools- Parent Leadership Institute Conference

On February 22-24th our LCPA parents were invited to attend a three days conference retreat. LCPA parents learn the principles and practices of community organizing. Innovate Public Schools believe parents and communities need to be powerfully involved in the decisions that impact the education of their children and grandchildren. The heart and soul of the three days were for the people to be involved and encourage relationships to develop among themselves and share the knowledge into their school communities.

Your Rights Under Section 504

The Foundation for Hispanic Education — Latino College Preparatory Academy

You have the right to be informed by the school district of your rights under Section 504. This is a notice of you and your child's rights under Section 504 and the rights you have if you disagree with the school district's decisions.

WHAT IS SECTION 504?

Section 504 of the Rehabilitation Act of 1973, commonly called "Section 504," is a federal law that protects students from discrimination based on disability. Section 504 assures that students with disabilities have educational opportunities and benefits equal to those provided to students without disabilities. To be eligible, a student must have a physical or mental impairment that substantially limits one or more major life activity.

YOUR CHILD'S EDUCATION

Your child has the right to:

- Receive a free and appropriate public education.
- Participate in and benefit from the district's educational programs without discrimination.
- Be provided an equal opportunity to participate in the district's nonacademic and extracurricular activities.
- Be educated with students who do not have disabilities to the maximum extent appropriate.
- Be educated in facilities and receive services that are comparable to those provided to students without disabilities.
- Receive accommodations and/or related aids and services to allow your child an equal opportunity to participate in school activities.
- Receive educational and related aids and services without cost, except for those fees imposed on the parents of children without disabilities.
- Receive special education services if needed.

YOUR CHILD'S EDUCATIONAL RECORDS

You have the right to:

- Review your child's educational records and to receive copies at a reasonable cost. You will not be charged if the cost would keep you from reviewing the records.
- Ask the district to change your child's education records if you believe that they are wrong, misleading, or are otherwise in violation of your child's privacy rights. If the district refuses this request, you have the right to challenge the refusal by requesting an impartial hearing.
- A response to your reasonable requests for explanations and interpretations of your child's education records.

THE SECTION 504 PROCESS

Your child has the right to an evaluation before the school determines if he or she is eligible under Section 504. You have the right to:

- Receive notice before the district takes any action regarding the identification, evaluation, and placement of your child.
- Have evaluation and placement decisions made by a group of persons, often called a "504 team", including persons who know your child, the meaning of the evaluation information, and the placement options available.
- Have evaluation decisions based on a variety of sources, such as aptitude and achievement tests, teacher recommendations, physical conditions, medical records, and parental observations.
- Refuse consent for the initial evaluation and initial placement of your child.

If your child is eligible under Section 504, your child has a right to periodic re-evaluations, including re-evaluations before any significant change is made in your child's placement.

IF YOU DISAGREE WITH THE DISTRICT'S DECISION

If you disagree with the district's decisions regarding your child's identification, evaluation, educational program, or placement under Section 504, you may request mediation or an impartial due process hearing. You and your child have the right to take part in the hearing and have an attorney represent you. Hearing requests and other concerns can be made to your district's Section 504 Coordinator:

Latino College Preparatory Academy
14271 Story Road
San Jose, CA 95127
(408) 729-2281

You have the right to file a complaint of discrimination with the U.S. Department of Education's Office for Civil Rights (OCR), or to file a complaint in federal court. Generally, an OCR complaint may be filed within 180 calendar days of the act that you believe was discriminatory. Website: www.ed.gov/OCR.

Sus derechos en virtud de la sección 504

La Fundación para la Educación Hispana — Latino College Preparatory Academy

Usted tiene derecho a ser informado por el distrito escolar acerca de sus derechos en virtud de la Sección 504. Esto es un comunicado de sus derechos y los de su hijo en virtud de dicha sección y de los derechos que le asisten si no está de acuerdo con las decisiones del distrito escolar.

¿QUÉ ES LA SECCIÓN 504?

La Sección 504 de la Ley de Rehabilitación de 1973 (Rehabilitation Act), comúnmente conocida como "Sección 504", es una ley federal que protege a los estudiantes de la discriminación basada en la discapacidad. La Sección 504 garantiza que los estudiantes con discapacidades tengan las mismas oportunidades y beneficios educacionales que los que reciben los estudiantes sin discapacidades. Para ser elegible, el estudiante debe de tener una discapacidad física o mental que sustancialmente limite una o más actividades primordiales de la vida.

LA EDUCACIÓN DE SU HIJO/A

Su hijo/a tiene derecho a:

- Recibir una educación pública gratis y apropiada.
- Participar y beneficiarse de los programas educativos del distrito sin discriminación.
- Recibir las mismas oportunidades para participar en las actividades no-académicas y extracurriculares del distrito. • Ser educado con estudiantes que no tengan discapacidades con el máximo alcance posible.
- Ser educado en el equipamiento y recibir servicios que sean comparables con los que reciben los estudiantes sin discapacidades.
- Recibir la atención y/o ayuda y servicios relacionados para que su hijo/a pueda tener la misma oportunidad de participar en las actividades escolares.
- Recibir ayuda y servicios escolares y otros relacionados sin cargo, con la excepción de los que se cobran a los padres con hijos sin discapacidades.
- Recibir servicios de educación especial si fuera necesario

EL EXPEDIENTE ESCOLAR DE SU HIJO/A

Usted tiene el derecho a:

- Revisar el expediente escolar de su hijo/a y recibir copias a un costo razonable. Será gratuito si el costo le impide ver el expediente.
- Solicitarle al distrito que cambie el expediente de su hijo/a si usted cree que está equivocado, es engañoso o de alguna manera violan los derechos de privacidad de su hijo/a. Si el distrito rechaza esta petición, tiene derecho a apelar este rechazo y solicitar una audiencia imparcial.
- Recibir una respuesta a sus pedidos razonables de explicación e interpretación del expediente de su hijo/a.

EL PROCESO DE LA SECCIÓN 504

Su hijo/a tiene derecho a una evaluación antes de que la escuela determine si él o ella es elegible en virtud de la Sección 504. Usted tiene derecho a:

- Ser notificado/a antes de que el distrito tome alguna acción en cuanto a la identificación, evaluación y colocación de su hijo/a. • Hacer que las decisiones de evaluación y colocación sean tomadas por un grupo de personas, a menudo llamado el "equipo de la 504", que incluye a personas que conocen a su hijo/a, el significado de la información de la evaluación y las opciones de colocación disponibles.
- Hacer que las decisiones de la evaluación se basen en varias fuentes, por ejemplo, en exámenes de aptitud y logros, recomendaciones de maestros, condiciones físicas, historia clínica y observaciones de los padres.
- Rechazar el consentimiento de la evaluación inicial y la colocación inicial de su hijo/a. Si su hijo/a es elegible en virtud de la Sección 504, su hijo/a tiene derecho a revaluaciones periódicas, que incluyen revaluaciones antes de que se efectúe un cambio significativo en la colocación de su hijo/a.

SI USTED NO ESTÁ DE ACUERDO CON LA DECISIÓN DEL DISTRITO

Si usted no está de acuerdo con las decisiones del distrito con respeto a la identificación, evaluación, programa educativo o colocación de su hijo/a en virtud de la Sección 504, puede solicitar una mediación o una audiencia imparcial que siga el proceso correspondiente. Usted y su hijo/a tienen derecho a ser representados por un abogado. Podrá dirigir las solicitudes de audiencia y demás inquietudes al Coordinador de la Sección 504 de su distrito:

Latino College Preparatory Academy
14271 Story Road
San Jose, CA 95127
(408) 729-2281

Usted tiene derecho a presentar una denuncia por discriminación ante la Oficina de Derechos Civiles del Departamento de Educación de los EE. UU. (U.S. Department of Education's Office for Civil Rights - OCR) o a presentar una demanda ante un tribunal federal. Generalmente, las denuncias ante la OCR se pueden realizar dentro de los 180 días calendarios de ocurrido el acto que usted considera discriminatorio. Sitio Web: www.ed.gov/OCR.

THE FOUNDATION for HISPANIC EDUCATION
Innovation & Transformation since 1981

The Foundation for Hispanic Education (TFHE)
Title IX: NOTICE OF NON-DISCRIMINATION

What is Title IX?
No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. -*Title IX of the Education Amendments of 1972*

The Foundation for Hispanic Education Title IX Policy
The Foundation for Hispanic Education (TFHE) prohibits discrimination, harassment, intimidation or bullying on the basis of age, sex, sexual orientation, gender, gender identity, gender expression, ethnic group identification, race, ancestry, national origin, religion, marital, parent or family status, color, mental or physical disability, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in its educational programs and activities or employment practices as required by Americans with Disabilities Act (ADA), Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, Section 504 or the Rehabilitation Act of 1976. The lack of English language skills will not be a barrier to admission and participation in The Foundation for Hispanic Education's (TFHE) programs.

In November 2018, the U.S. Department of Education amended the regulations implementing Title IX of the Education Amendments of 1972. The proposed regulations focused on sexual harassment (including sexual assault), sex equity, and were intended to replace prior guidance issued by the Federal Government. For more information, please visit the United States Department of Education Office of Civil Rights (OCR) at Sexual Harassment Resources.

It is the policy of the State of California and The Foundation for Hispanic Education (TFHE) that all persons, regardless of their gender, should enjoy freedom from discrimination of any kind in the educational institution of the state. The laws found in the California Education Code 221.5-231.5 are collectively known as the Sex Equity in Education Act. These laws expand upon gender equity and Title IX laws which provide guidance to California's education system.

Title IX Coordinator
Name and contact information of the Title IX Coordinator for The Foundation for Hispanic Education (TFHE), which shall include their name, title, phone number, and email address:

Name: Juana Pardes
Title: Human Resources Generalist
Email: jparedes@tfhe.org
Phone: (408) 585-5022 x1013

THE FOUNDATION for HISPANIC EDUCATION
Innovation & Transformation since 1981

The Foundation for Hispanic Education (TFHE)

Title IX: NOTICE OF NON-DISCRIMINATION

Title IX Rights of Students and Responsibilities of TFHE

The rights of a pupil and the public and the responsibilities of the public school, private school, school district, county office of education, or charter school, which shall include the Title IX, which shall include, but shall not be limited to, website links to information about those rights and responsibilities located on the websites of the Department's Office of Equal Opportunity and the United States Department of Education Office of Civil Rights, and the list of rights and the list of rights, and the list of rights specified in section 221.8.

a. Office for Equal Opportunity (OEO): https://www.eeoc.gov/federal/whatothersdo.cfm.
b. Office of Civil Rights (OCR): https://www2.ed.gov/about/offices/list/ocr/index.html.
c. Rights specified in Section 221.8: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=EDC&sectionNum=221.8.
d. Know Your Rights : Title IX Prohibits Sexual Harassment and Sexual Violence
e. Where You Go To School - https://www2.ed.gov/about/offices/list/ocr/docs/title-ix-rights-201104.html.
f. Title IX Discrimination - https://www2.ed.gov/about/offices/list/ocr/complaintintro.html.
g. Link to Complaint Forms - https://www2.ed.gov/about/offices/list/ocr/docs/howto.html.

How To File a Title IX Complaint

Individuals who believe they have been discriminated against in violation of Title IX may file a complaint with TFHE's Title IX Coordinator and the Office for Civil Rights (OCR). Title IX complaints may be filed using The Foundation for Hispanic Education's (TFHE) Uniform Complaint Policy. If a crime is involved, such as sexual assault, individuals may also file a report with the local police department. A person may pursue all of these avenues at the same time.

Who Can File a Discrimination Complaint

Anyone may file a complaint for discrimination under Title IX. The person or organization filing the complaint need not be a victim of the alleged discrimination but may complain on behalf of another person or group to The Foundation for Hispanic Education.

A complainant filing on behalf of or pertaining to another person(s) is responsible for securing any necessary written consent from that individual, including when a parent files for a student over the age of 18.

Timeliness

A complaint must ordinarily be filed within 180 days of the last act of discrimination. If your complaint involves matters that occurred longer ago than this and you are requesting a waiver,

you will be asked to show sufficient information and good cause as to why you did not file your complaint within the allotted 180-day period.

Institutional Grievance Procedures

Prior to filing a complaint with the Office of Civil Rights (OCR) against an institution, a potential complainant may want to find out about the institution's grievance process and use that process to have the complaint resolved. However, a complainant is not required by law to use the institutional grievance process before filing a complaint with OCR.

If a complainant uses an institutional grievance process and also chooses to file the complaint with OCR, the complaint must be filed with OCR within 60 days after completion of the institutional grievance process. For any grievances again The Foundation for Hispanic Education (TFHE), please follow the Uniform Complaint Procedure (UCP).

Office of Civil Rights (OCR) Complaint Access

1. For more information regarding filing a complaint, please visit the Office of Civil Rights.
2. OCR provides an online complaint filing system at OCR Complaint Assessment System.
3. OCR can also be contacted through the California regional office at:

Office for Civil Rights
U.S. Department of Education
50 United Nations Plaza
Mail Box 1200, Room 1545
San Francisco, CA 94102
Email: ocr.sanfrancisco@ed.gov
Phone: (415) 486-5555

Contact Information

Students, parents, employees, or others who wish further information about all Title IX regulations, or wish to file a complaint, should contact the Title IX Coordinator Juana Paredes, Human Resources Generalist, at jparedes@tfhe.org or (408) 585-5022 x1013.

Web Link Access:

B. Roberto Cruz Leadership Academy (RCLA): https://www.sjrcla.org/apps/pages/governance.
Latino College Preparatory Academy (LCPA): https://www.sjlcpa.org/apps/pages/governance.
Luis Valdez Leadership Academy (LVLA): https://www.sjlvla.org/apps/pages/governance.

Latino College Preparatory Academy (LCPA)
Charter Petition Renewal

Appendix 31: Title IX Notice of Non-Discrimination

THE FOUNDATION FOR HISPANIC EDUCATION (TFHE)
Uniform Complaint Procedures (UCP) Submission

This form may be completed and submitted when a person or organization believes The Foundation for Hispanic Education (TFHE)has violated a federal or state law regulation governing one of the following:

1) Consolidated Aide Programs
2) Migrant Education
3) Child Nutrition
4) Special Education,
5) Title VII. A complaint can be submitted in any form, this form is one such option.

For Williams Settlement Procedures: Sufficiency of Materials, Emergency or Urgent Facilities Issues, or Teacher Vacancies and Misassignment Issues, Use Separate Williams Complaint Form.

Date:

TO: or
Compliance/Human Resources

The Foundation for Hispanic Education
C/O Compliance Designee (CEO)
14271 Story Road

Address

San Jose, California, 95127

City/State/Zip

FROM:

Name: _

Address:

Telephone: _

Program Addressed in complaint:

COMPLAINT:
Please describe in your own the nature of the complaint including all names, dates, and places relevant to understanding your concerns. (You can include additional pages if necessary).

I certify that the information above is true and accurate to the best of my knowledge.

Signature of Originator

Signature of Originator

Signature of Originator

Signature of Originator

THE FOUNDATION FOR HISPANIC EDUCATION (TFHE)
Uniform Complaint Procedures (UCP) Submission

An individual, public agency, or organization may file a written complaint of alleged noncompliance by LCPA, LVLA, or RCLA. Complaints alleging unlawful discrimination may be filed by a person who alleges that he/she personally suffered unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to unlawful discrimination.

The complaint must be initiated no later than six months from the date when the alleged discrimination occurred or when the complainant first obtained knowledge of the facts of the alleged discrimination (Title 5, California Code of Regulations, Section 4630).

1. Submit this form in person or by email to the school Office of the Principal/Director.
2. Submit this form in person or by mailto:

   Uniform Complaint Administrator, TFHE Compliance Designee (CEO) 14271
   Story Road
   San Jose, CA. 95127

   Complaints can be filed in any form this particular form does not have to be submitted to file a complaint.

3. Retain a copy for your own files.

Mediation:
Within six days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation.

Investigation:
The compliance officer is encouraged to investigate within ten days of receiving the complaint or an unsuccessful attempt at mediation.

Response:
The School's response shall be in writing and sent to the complainant
(Title 5, California Code of Regulations, Section 4631).

Appeal:
You may appeal the School Site decision directly to the CEO or designee of the Foundation for Hispanic Education within 60 calendar days from the receipt of the School's decision. The CEO or designee decision shall be considered final. However, the Board may decide to hear an appeal if the complaint provides sufficient information to establish a factual base the complaint was not resolved within the parameters of law, policy , or procedure. If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 days of initial review of the complaint or within the time period that has been specified in a written agreement with the complainant (Title 5, California Code of Regulations, Section 4631).

Enclosed are direct contacts that provide further assistance:

* Executive Offices TFHE.	(408) 585-5022
* Main School Offices	
Latino College Preparatory	(408) 471-4680 ext 2216
Luis Valdez Leadership Academy	(408) 384-4015
Roberto Cruz Leadership Academy	(408) 471- 4680 ext 4002
* East Side Union High School District Administrator for Charter School Oversight	(408) 347-5177

Title IX Compliance and Program Overview:

1. Title IX Coordinator:
    a. **Latino College Preparatory Academy (LCPA):**
    Juana Paredes, Human Resources Generalist
    Email: jparedes@tfhe.org
    Phone: (408) 585-5022 Ext. 1013

    b. Luis Valdez Leadership Academy (LVLA):
    Juana Paredes, Human Resources Generalist
    Email: jparedes@tfhe.org
    Phone: (408) 585-5022 Ext. 1013

    c. Roberto Cruz Leadership Academy (RCLA):
    Juana Paredes, Human Resources Generalist
    Email: jparedes@tfhe.org
    Phone: (408) 585-5022 Ext. 1013

2. Name and contact information of the Title IX Coordinator for that public school, private school, school district, county office of education, or charter school, which shall include the Title IX coordinator's phone number and email address:
    a. Latino College Preparatory Academy: Jesus Rios, (408)471-4680, Jrios@tfhe.org
    b. Luis Valdez Leadership Academy: Jeffery Camarillo, (408)384-4015, Jcamarillo@sjlvla.org
    c. Roberto Cruz Leadership Academy: Yesenia Marquez, (408)471-4680 Ex. 4001, Ymarquez@sjrcla.org

3. The rights of a pupil and the public and the responsibilities of the public school, private school, school district, county office of education, or charter school, which shall include the Title IX, which shall include, but shall not be limited to, Internet Web links to information about those rights and responsibilities located on the internet Web sites of the department's Office of Equal Opportunity and the United States Department of Education Office of Civil Rights, and the list of rights and the list of rights, and the list of rights specified in section 221.8.

    a. Office for Equal Opportunity - https://www.eeoc.gov/federal/whatothersdo.cfm
    b. United States Department of Education Office Civil Rights - https://www2.ed.gov/about/offices/list/ocr/docs/title-ix-rights-201104.pdf
    c. Rights specified in Section 221.8 - http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=EDC&sectionNum=221.8

4. A description of how to file a complaint under Title IX, which shall include all of the following:

    a. Explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred, and how a complaint may be filled beyond the statute of limitations:
        i. The grievance procedures may include voluntary informal methods (e.g., mediation) for resolving some types of sexual harassment complaints. However, the complainant must be notified of the right to end the informal process at any time and begin the formal stage of the complaint process. In cases involving allegations of sexual

assault, mediation is not appropriate (Source: https://www2.ed.gov/about/offices/list/ocr/docs/title-ix-rights-201104.html)

b. An explanation of how the complaint will be investigated and how the complaint may further pursue the complaint, including, but not limited to, internet web links to this information on the United States Department of Education Office for Civil Rights' Internet Website:
   i. Know Your Rights: Title IX Prohibits Sexual Harassment and Sexual Violence Where You Go To School - https://www2.ed.gov/about/offices/list/ocr/docs/title-ix-rights-201104.html
   ii. Title IX and Discrimination - https://www2.ed.gov/about/offices/list/ocr/complaintintro.html
   iii. Link to Complaint Forms - https://www2.ed.gov/about/offices/list/ocr/docs/howto.html
   iv. Contact Information of U.S. Department of Education
   Office for Civil Rights -
   U.S Department Office of Civil Rights
   Lyndon Baines Johnson Department of Education Bldg 400
   Maryland Avenue, SW
   Washington, DC 20202-1100
   Telephone: 800-421-3481
   FAX: 202-453-6012; TDD: 800-877-8339
   Email: OCR@ed.gov

5. On or before April 1, 2017, and annually thereafter, the superintendent shall send a letter through electronic means to all public schools, private schools that receive federal funds and are subject to the requirements of Title IX, school districts, county office of education, and charter schools informing them of the requirement specified in subdivision (a) and of their responsibilities under title IX.

i. Tom Torlakson, State Superintendent of Public Instruction - http://www.cde.ca.gov/re/di/eo/sb1375notification.asp

6. A public school that does not maintain an internet web site may comply with subdivision (a) by posting the information specified in paragraphs (1) to (3), inclusive, of subdivision (a) on the internet web site of its school district or office of education.

i. LCPA - http://www.sjlcpa.org/apps/pages/governance
ii. LVLA - http://www.sjlvla.org/apps/pages/governance
iii. RCLA - http://www.sjrcla.org/apps/pages/governance

Latino College Preparatory Academy (LCPA)
Charter Petition Renewal

Appendix 32: Uniform Complaint Procedure/Policy

Youth Suicide Prevention Policy

Introduction

California *Education Code* (*EC*) Section 215, as added by Assembly Bill 2246, (Chapter 642, Statutes of 2016) mandates that the Governing Board of any local educational agency (LEA) that serves pupils in grades seven to twelve, inclusive, adopt a policy on pupil suicide prevention, intervention, and postvention. The policy shall specifically address the needs of high-risk groups, including suicide awareness and prevention training for teachers, and ensure that a school employee acts within the authorization and scope of the employee's credential or license.

For more information on AB 2246 Pupil Suicide Prevention Policies, go to the California Legislative Information Web page at https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160AB2246.

For resources regarding youth suicide prevention, go to the State Superintendent of Public Instruction (SSPI) letter regarding Suicide Prevention Awareness Month on the California Department of Education (CDE) Web page at http://www.cde.ca.gov/nr/el/le/yr16ltr0901.asp and the Directing Change For Schools Web page at http://www.directingchange.org/schools/.

Additionally, the CDE encourages each LEA to work closely with their county behavioral health department to identify and access resources at the local level.

While the mandate does not apply to private schools or students below grade seven, we do encourage them to consider adopting a suicide prevention policy as a safety net for all students. This is particularly important since suicide is the second leading cause of death for youth ages fifteen to twenty-four. Students in earlier grades are also known to consider, attempt, and die by suicide—which is also a leading cause of death among ten to twelve-year-olds. Research demonstrates that suicidal ideation may start as early as preschool (however, suicide deaths are very rare among children nine years of age and younger). Although elementary and private schools are not legally required to adhere to AB 2246, they may want to consult with their legal staff about the advisability of adopting such a policy.

The Foundation for Hispanic Education Youth Suicide Prevention Policy

The Governing Board of The Foundation for Hispanic Education recognizes that suicide is a leading cause of death among youth and that an even greater amount of youth consider (17 percent of high school students) and attempt suicide (over 8 percent of high school students) (Centers for Disease Control and Prevention, 2015).

The possibility of suicide and suicidal ideation requires vigilant attention from our school staff. As a result, we are ethically and legally responsible for providing an appropriate and timely response in preventing suicidal ideation, attempts, and deaths. We also must work to create a safe and nurturing campus that minimizes suicidal ideation in students.

Recognizing that it is the duty of the district and schools to protect the health, safety, and welfare of its students, this policy aims to safeguard students and staff against suicide attempts, deaths and other trauma associated with suicide, including ensuring adequate supports for students, staff, and families affected by suicide attempts and loss. As it is known that the emotional wellness of students greatly impacts school attendance and educational success, this policy shall be paired with other policies that support the emotional and behavioral wellness of students.

This policy is based on research and best practices in suicide prevention, and has been adopted with the understanding that suicide prevention activities decrease suicide risk, increase help-seeking behavior, identify those at risk of suicide, and decrease suicidal behaviors. Empirical evidence refutes a common belief that talking about suicide can increase risk or “place the idea in someone’s mind.”

In an attempt to reduce suicidal behavior and its impact on students and families, the Superintendent, Chief Academic Officer or Designee shall develop strategies for suicide prevention, intervention, and postvention, and the identification of the mental health challenges frequently associated with suicidal thinking and behavior. These strategies shall include professional development for all school personnel in all job categories who regularly interact with students or are in a position to recognize the risk factors and warning signs of suicide, including substitute teachers, volunteers, expanded learning staff (afterschool) and other individuals in regular contact with students such as crossing guards, tutors, and coaches.

The Superintendent, Chief Academic Officer or Designee shall develop and implement preventive strategies and intervention procedures that include the following:

Overall Strategic Plan for Suicide Prevention

The Superintendent, Chief Academic Officer or Designee shall involve school-employed mental health professionals (e.g., school counselors, psychologists, social workers, nurses), administrators, other school staff members, parents/guardians/caregivers,

students, local health agencies and professionals, law enforcement, and community organizations in planning, implementing, and evaluating the district's strategies for suicide prevention and intervention. Districts must work in conjunction with local government agencies, community-based organizations, and other community supports to identify additional resources. The Foundation for Hispanic Education has worked in conjunction with Sonoma County Charter SELPA, Santa Clara County Behavioral Health Services/Social Emotional and Academic Services (SEAS) Program, Santa Clara County Mental Health Services Act, Alum Rock Counseling Center, Silicon Valley YWCA, and Foothill Community Health Center.

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, the district shall appoint an individual (or team) to serve as the suicide prevention point of contact for the district. In addition, each school shall identify at least one staff member to serve as the liaison to the district's suicide prevention point of contact, and coordinate and implement suicide prevention activities on their specific campus. This policy shall be reviewed and revised as indicated, at least annually in conjunction with the previously mentioned community stakeholders.

Resources:

- The K–12 Toolkit for Mental Health Promotion and Suicide Prevention has been created to help schools comply with and implement AB 2246, the Pupil Suicide Prevention Policies. The Toolkit includes resources for schools as they promote youth mental wellness, intervene in a mental health crisis, and support members of a school community after the loss of someone to suicide.

  Additional information about this Toolkit for schools can be accessed on the Heard Alliance Web site at http://www.heardalliance.org/.

Prevention

A. Messaging about Suicide Prevention

Messaging about suicide has an effect on suicidal thinking and behaviors. Consequently, The Foundation for Hispanic Education along with its partners has critically reviewed and will continue to review all materials and resources used in awareness efforts to ensure they align with best practices for safe messaging about suicide.

Resources:

- For information on public messaging on suicide prevention, see the National Action Alliance for Suicide Prevention Web site at http://suicidepreventionmessaging.actionallianceforsuicideprevention.org/

- For information on engaging the media regarding suicide prevention, see the Your Voice Counts Web page at http://resource-center.yourvoicecounts.org/content/making-headlines-guide-engaging-media-suicide-prevention-california-0

- For information on how to use social media for suicide prevention, see the Your Voice Counts Web page at http://resource-center.yourvoicecounts.org/content/how-use-social-media

B. Suicide Prevention Training and Education

The The Foundation for Hispanic Education along with its partners has carefully reviewed available staff training to ensure it promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.

Training shall be provided for all school staff members and other adults on campus (including substitutes and intermittent staff, volunteers, interns, tutors, coaches, and expanded learning [afterschool] staff).

Training:

- At least annually, all staff shall receive training on the risk factors and warning signs of suicide, suicide prevention, intervention, referral, and postvention.

- All suicide prevention trainings shall be offered under the direction of school-employed mental health professionals (e.g., school counselors, psychologists, or social workers) who have received advanced training specific to suicide and may benefit from collaboration with one or more county and/or community mental health agencies. Staff training can be adjusted year-to-year based on previous professional development activities and emerging best practices.

- At a minimum, all staff shall participate in training on the core components of suicide prevention (identification of suicide risk factors and warning signs, prevention, intervention, referral, and postvention) at the beginning of their employment. Previously employed staff members shall attend a minimum of one-hour general suicide prevention training (Common Myths about Suicide, Protective Factors, Warning Signs, Procedural Safeguards). Core components of the general suicide prevention training shall include:

    - Suicide risk factors, warning signs, and protective factors;

    - How to talk with a student about thoughts of suicide/Apprpriate ways to interact;

- How to respond appropriately to the youth who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and an immediate referral for a suicide risk assessment;

- Emphasis on immediately referring (same day) any student who is identified to be at risk of suicide for assessment while staying under constant monitoring by staff member;

- Emphasis on reducing stigma associated with mental illness and that early prevention and intervention can drastically reduce the risk of suicide;

- Reviewing the data annually to look for any patterns or trends of the prevalence or occurrence of suicide ideation, attempts, or death. Data from the California School Climate, Health, and Learning Survey (Cal-SCHLS) should also be analyzed to identify school climate deficits and drive program development. See the Cal-SCHLS Web site at http://cal-schls.wested.org/.

- In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development for all staff should include the following components:

    - The impact of traumatic stress on emotional and mental health;

    - Common misconceptions about suicide;

    - School and community suicide prevention resources;

    - Appropriate messaging about suicide (correct terminology, safe messaging guidelines);

    - The factors associated with suicide (risk factors, warning signs, protective factors);

    - How to identify youth who may be at risk of suicide;

    - Appropriate ways to interact with a youth who is demonstrating emotional distress or is suicidal. Specifically, how to talk with a student about their thoughts of suicide and (based on district guidelines) how to respond to such thinking; how to talk with a student about thoughts of suicide and appropriately respond and provide support based on district guidelines;

    - District-approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures should emphasize that the suicidal student should be constantly supervised until a suicide risk assessment is completed;

- District-approved procedures for responding to the aftermath of suicidal behavior (suicidal behavior postvention);
- Responding after a suicide occurs (suicide postvention);
- Resources regarding youth suicide prevention;
- Emphasis on stigma reduction and the fact that early prevention and intervention can drastically reduce the risk of suicide;
- Emphasis that any student who is identified to be at risk of suicide is to be immediately referred (same day) for assessment while being constantly monitored by a staff member.

- The professional development also shall include additional information regarding groups of students judged by the school, and available research, to be at elevated risk for suicide. These groups include, but are not limited to, the following:
  - Youth affected by suicide and/or exposed to;
  - Youth with a history of suicide ideation or attempts;
  - Youth with disabilities, mental illness, or alcohol/substance abuse disorders;
  - Lesbian, gay, bisexual, transgender, or questioning youth;
  - Youth experiencing homelessness or in out-of-home settings, such as foster care or runaway children;
  - Youth with a history of severe depression and/or self-harming behaviors;
  - NSSI
  - Youth who have suffered traumatic experiences;
  - Bullies and victims of bullying;

Resources:

- Youth Mental Health First Aid (YMHFA) teaches a 5-step action plan to offer initial help to young people showing signs of a mental illness or in a crisis, and connect them with the appropriate professional, peer, social, or self-help care. YMHFA is an 8-hour interactive training for youth-serving adults without a mental health background. See the Mental Health First Aid Web page at https://www.mentalhealthfirstaid.org/cs/take-a-course/course-types/youth/

- Free YMHFA Training is available on the CDE Mental Health Web page at http://www.cde.ca.gov/ls/cg/mh/projectcalwell.asp

- Question, Persuade, and Refer (QPR) is a gatekeeper training that can be taught online. Just as people trained in cardiopulmonary resuscitation (CPR) and the Heimlich Maneuver help save thousands of lives each year, people trained in QPR learn how to recognize the warning signs of a suicide crisis and how to question, persuade, and refer someone to help. See the QPR Web site at http://www.qprinstitute.com/

- SafeTALK is a half-day alertness training that prepares anyone over the age of fifteen, regardless of prior experience or training, to become a suicide-alert helper. See the LivingWorks Web page at https://www.livingworks.net/programs/safetalk/

- Applied Suicide Intervention Skills Training (ASIST) is a two-day interactive workshop in suicide first aid. ASIST teaches participants to recognize when someone may have thoughts of suicide and work with them to create a plan that will support their immediate safety. See the LivingWorks Web page at https://www.livingworks.net/programs/asist/

- Kognito At-Risk is an evidence-based series of three online interactive professional development modules designed for use by individuals, schools, districts, and statewide agencies. It includes tools and templates to ensure that the program is easy to disseminate and measures success at the elementary, middle, and high school levels. See the Kognito Web page at https://www.kognito.com/products/pk12/

- Signs of Suicide: Depression Screening. ACT (Acknowledge, Care, Tell)

C. Employee Qualifications and Scope of Services

Employees of the The Foundation for Hispanic Education and their partners must act only within the authorization and scope of their credential or license. While it is expected that school professionals are able to identify suicide risk factors and warning signs, and to prevent the immediate risk of a suicidal behavior, treatment of suicidal ideation is typically beyond the scope of services offered in the school setting. In addition, treatment of the mental health challenges often associated with suicidal thinking typically requires mental health resources beyond what schools are able to provide.

D. Specialized Staff Training (Assessment)

Additional professional development in suicide risk assessment and crisis intervention shall be provided to mental health professionals (school counselors, psychologists, social workers, and nurses) employed by The Foundation for Hispanic Education.

Resource:

- Assessing and Managing Suicide Risk (AMSR) is a one-day training workshop for behavioral health professionals based on the latest research and designed to help participants provide safer suicide care. See the Suicide Prevention Resource Center Web page at http://www.sprc.org/training-events/amsr

E. Parents, Guardians, and Caregivers Participation and Education

- To the extent possible, parents/guardians/caregivers should be included in all suicide prevention efforts. At a minimum, schools shall share with parents/guardians/caregivers the The Foundation for Hispanic Education suicide prevention policy and procedures.

- This suicide prevention policy shall be prominently displayed on the The Foundation for Hispanic Education Web page and included in the parent handbook.

- Parents/guardians/caregivers should be invited to provide input on the development and implementation of this policy.

- All parents/guardians/caregivers should have access to suicide prevention training that addresses the following:

    - Suicide risk factors, warning signs, and protective factors;

    - How to talk with a student about thoughts of suicide;

    - How to respond appropriately to the student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and referral for an immediate suicide risk assessment.

Resource:

- Parents as Partners: A Suicide Prevention Guide for Parents is a booklet that contains useful information for parents/guardians/caregivers who are concerned that their children may be at risk for suicide. It is available from Suicide Awareness Voices of Education (SAVE). See the SAVE Web page at https://www.save.org/product/parents-as-partners/

F. Student Participation and Education

The The Foundation for Hispanic Education along with its partners has carefully reviewed available student curricula to ensure it promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.

Under the supervision of school-employed mental health professionals, and following consultation with county and community mental health agencies, students shall:

- Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress;

- Receive developmentally appropriate guidance regarding the district's suicide prevention, intervention, and referral procedures.

- The content of the education shall include:

    - Coping strategies for dealing with stress and trauma;

    - How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others;

    - Help-seeking strategies for oneself and others, including how to engage school-based and community resources and refer peers for help;

    - Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.

  Student-focused suicide prevention education can be incorporated into classroom curricula (e.g., health classes, freshman orientation classes, science, and physical education).

  The The Foundation for Hispanic Education will support the creation and implementation of programs and/or activities on campus that raise awareness about mental wellness and suicide prevention (e.g., Mental Health Awareness Weeks, Peer Counseling Programs, Freshman Success Programs, and National Alliance on Mental Illness on Campus High School Clubs).

Resources:

- More Than Sad is school-ready and evidence-based training material, listed on the national Suicide Prevention Resource Center's best practices list, specifically designed for teen-level suicide prevention. See the American Foundation for Suicide Prevention Web page at https://afsp.org/our-work/education/more-than-sad/

- Break Free from Depression (BFFD) is a 4-module curriculum focused on increasing awareness about adolescent depression and designed for use in high school classrooms. See the Boston Children's Hospital Web page at http://www.childrenshospital.org/breakfree

- Coping and Support Training (CAST) is an evidence-based life-skills training and social support program to help at-risk youth. See the Reconnecting Youth Inc. Web page at http://www.reconnectingyouth.com/programs/cast/

- Students Mobilizing Awareness and Reducing Tragedies (SMART) is a program comprised of student-led groups in high schools designed to give students the

freedom to implement a suicide prevention on their campus that best fits their school's needs. See the SAVE Web page at https://www.save.org/what-we-do/education/smart-schools-program-2/

- Linking Education and Awareness for Depression and Suicide (LEADS) for Youth is a school-based suicide prevention curriculum designed for high schools and educators that links depression awareness and secondary suicide prevention. LEADS for Youth is an informative and interactive opportunity for students and teachers to increase knowledge and awareness of depression and suicide. See the SAVE Web page at https://www.save.org/what-we-do/education/leads-for-youth-program/

Intervention, Assessment, Referral

A. Staff

The Foundation for Hispanic Education staff members who have received advanced training in suicide intervention shall be designated as the primary and secondary suicide prevention liaisons. Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the primary designated suicide prevention liaison. If this primary suicide prevention liaison is unavailable, the staff shall promptly notify the secondary suicide prevention liaison.

- Under normal circumstances, the primary and/or secondary contact persons shall notify the principal, another school administrator, school psychologist or school counselor, if different from the primary and secondary contact persons. The names, titles, and contact information of multi-disciplinary crisis team members shall be distributed to all students, staff, parents/guardians/caregivers and be prominently available on school and TFHE Web sites.
    - Primary Suicide Prevention Liason: Rochelle Fong, Director of Student Services, LMFT
    - Secondary Suicide Prevention Liason: Marcella Rojas (LCPA) and/or Margarita Medina (RCLA) Irene Castilon (LVLA) and/or Mobile Crisis Team (All TFHE Schools), Alum Rock Counseling Center

  The principal, another school administrator, school counselor, school psychologist, social worker, or nurse shall then notify, if appropriate and in the best interest of the student, the student's parents/guardians/caregivers as soon as possible and shall refer the student to mental health resources in the school or community. Determination of notification to parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by parental notification.

If the student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911.

- Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the primary or secondary suicide prevention liaisons.

- Students experiencing suicidal ideation shall not be left unsupervised.

- A referral process should be prominently disseminated to all staff members, so they know how to respond to a crisis and are knowledgeable about the school and community-based resources.

- The Superintendent or Designee shall establish crisis intervention procedures to ensure student safety and appropriate communications if a suicide occurs or an attempt is made by a student or adult on campus or at a school-sponsored activity.

B. Parents, Guardians, and Caregivers

A referral process should be prominently disseminated to all parents/guardians/caregivers, so they know how to respond to a crisis and are knowledgeable about the school and community-based resources.

C. Students

Students shall be encouraged to notify a staff member when they are experiencing emotional distress or suicidal ideation, or when they suspect or have knowledge of another student's emotional distress, suicidal ideation, or attempt.

Intervention
- Action plan for in/out school suicide attempts
- Interventions for low, moderate-high risk youth
- Local resources and law enforcement
- Re-entry planning
- Safety planning

Collaboration/Supervision
Suicide Prevention Liasions (Crisis Team)
Spells out process for assessment first then parent notification if appropriate
Referral process disseminated to staff and parents
Parent notification and involvement
Involving protective services

D. Parental Notification and Involvement

Each school within the The Foundation for Hispanic Education shall identify a process to ensure continuing care for the student identified to be at risk of suicide. The following steps should be followed to ensure continuity of care:

- After a referral is made for a student, school staff shall verify with the parent/guardian/caregiver that follow-up treatment has been accessed. Parents/guardians/caregivers will be required to provide documentation of care for the student.

- If parents/guardians/caregivers refuse or neglect to access treatment for a student who has been identified to be at-risk for suicide or in emotional distress, the suicide point of contact (or other appropriate school staff member) will meet with the parents/guardians/caregivers to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build understanding of the importance of care. If follow-up care for the student is still not provided, school staff should consider contacting Child Protective Services (CPS) to report neglect of the youth.

    - Santa Clara County Child Protective Services (408) 299-2071

E. Action Plan for In-School Suicide Attempts

If a suicide attempt is made during the school day on campus, it is important to remember that the health and safety of the student and those around him/her is critical. The following steps should be implemented:

- Remain calm, remember the student is overwhelmed, confused, and emotionally distressed;

- Move all other students out of the immediate area;

- Immediately contact the administrator or suicide prevention liaison;

- Call 911 and give them as much information about any suicide note, medications taken, and access to weapons, if applicable;

- If needed, provide medical first aid until a medical professional is available;

- Parents/guardians/caregivers should be contacted as soon as possible;

- Do not send the student away or leave them alone, even if they need to go to the restroom;

- Listen and prompt the student to talk;
- Review options and resources of people who can help;
- Be comfortable with moments of silence as you and the student will need time to process the situation;
- Provide comfort to the student;
- Promise privacy and help, and be respectful, but do not promise confidentiality;
- Student should only be released to parents/guardians/caregivers or to a person who is qualified and trained to provide help.

F. Action Plan for Out-of-School Suicide Attempts

If a suicide attempt by a student is outside of The Foundation for Hispanic Education property, it is crucial that the LEA protects the privacy of the student and maintain a confidential record of the actions taken to intervene, support, and protect the student. The following steps should be implemented:

- Contact the parents/guardians/caregivers and offer support to the family;
- Discuss with the family how they would like the school to respond to the attempt while minimizing widespread rumors among teachers, staff, and students;
- Obtain permission from the parents/guardians/caregivers to share information to ensure the facts regarding the crisis is correct;
- Designate a staff member to handle media requests;
- Provide care and determine appropriate support to affected students;
- Offer to the student and parents/guardians/caregivers steps for re-integration to school.

G. Supporting Students after a Mental Health Crisis

It is crucial that careful steps are taken to help provide the mental health support for the student and to monitor their actions for any signs of suicide. The following steps should be implemented after the crisis has happened:

- Treat every threat with seriousness and approach with a calm manner; make the student a priority;

- Listen actively and non-judgmental to the student. Let the student express his or her feelings;

- Acknowledge the feelings and do not argue with the student;

- Offer hope and let the student know they are safe and that help is provided. Do not promise confidentiality or cause stress;

- Explain calmly and get the student to a trained professional, guidance counselor, or designated staff to further support the student;

- Keep close contact with the parents/guardians/caregivers and mental health professionals working with the student.

H. Re-Entry to School After a Suicide Attempt

A student who threatened or attempted suicide is at a higher risk for suicide in the months following the crisis. Having a streamlined and well planned re-entry process ensures the safety and wellbeing of students who have previously attempted suicide and reduces the risk of another attempt. An appropriate re-entry process is an important component of suicide prevention. Involving students in planning for their return to school provides them with a sense of control, personal responsibility, and empowerment.

The following steps shall be implemented upon re-entry:

- Obtain a written release of information signed by parents/guardians/caregivers and providers;

- Confer with student and parents/guardians/caregivers about any specific requests on how to handle the situation;

- Inform the student's teachers about possible days of absences;

- Allow accommodations for student to make up work (be understanding that missed assignments may add stress to student);

- Mental health professionals or trusted staff members should maintain ongoing contact to monitor student's actions and mood;

- Work with parents/guardians/caregivers to involve the student in an aftercare plan.

Resource:

- The School Reentry for a Student Who Has Attempted Suicide or Made Serious Suicidal Threats is a guide that will assist in school re-entry for students after an attempted suicide. See the Mental Health Recovery Services Resource Web page at http://www.mhrsonline.org/resources/suicide%5Cattempted_suicide_resources_for_schools-9/

I. Responding After a Suicide Death (Postvention)

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on students and staff. Therefore, it is vital that we are prepared ahead of time in the event of such a tragedy. Rochelle Fong and/or Marcella Rojas and Margarita Medina and/or Irene Castillon are the Primary and Secondary Suicide Prevention Liaisons at the The Foundation for Hispanic Education shall ensure that each school site adopts an action plan for responding to a suicide death as part of the general Crisis Response Plan. The Suicide Death Response Action Plan (Suicide Postvention Response Plan) needs to incorporate both immediate and long-term steps and objectives.

- Suicide Postvention Response Plan shall:
    - Identify a staff member to confirm death and cause (school site administrator);
    - Identify a staff member to contact deceased's family (within 24 hours);
    - Enact the Suicide Postvention Response Plan, include an initial meeting of the district/school Suicide Postvention Response Team;
    - Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification).
- Coordinate an all-staff meeting, to include:
    - Notification (if not already conducted) to staff about suicide death;
    - Emotional support and resources available to staff;
    - Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration);
    - Share information that is relevant and that which you have permission to disclose.

- Prepare staff to respond to needs of students regarding the following:
    - Review of protocols for referring students for support/assessment;
    - Talking points for staff to notify students;
    - Resources available to students (on and off campus).
- Identify students significantly affected by suicide death and other students at risk of imitative behavior;
- Identify students affected by suicide death but not at risk of imitative behavior;
- Communicate with the larger school community about the suicide death;
- Consider funeral arrangements for family and school community;
- Respond to memorial requests in respectful and non-harmful manner; responses should be handed in a thoughtful way and their impact on other students should be considered;
- Identify media spokesperson skilled to cover story without the use of explicit, graphic, or dramatic content (go to the Reporting on Suicide.Org Web site at www.reportingonsuicide.org). Research has proven that sensationalized media coverage can lead to contagious suicidal behaviors.
- Utilize and respond to social media outlets:
    - Identify what platforms students are using to respond to suicide death
    - Identify/train staff and students to monitor social media outlets
- Include long-term suicide postvention responses:
    - Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant event) and how these will be addressed
    - Support siblings, close friends, teachers, and/or students of deceased
    - Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide

Resources:

- After a Suicide: A Toolkit for School is a comprehensive guide that will assist schools on what to do if a suicide death takes place in the school community. See the Suicide Prevention Resource Center Web page at http://www.sprc.org/comprehensive-approach/postvention

- Help & Hope for Survivors of Suicide Loss is a guide to help those during the bereavement process and who were greatly affected by the death of a suicide. See the Suicide Prevention Resource Center Web page at http://www.sprc.org/resources-programs/help-hope-survivors-suicide-loss

- For additional information on suicide prevention, intervention, and postvention, see the Mental Health Recovery Services Model Protocol Web page at http://www.mhrsonline.org/resources/suicide%5Cattempted_suicide_resources_for_schools-9/

- Information on school climate and school safety is available on the CDE Safe Schools Planning Web page at http://www.cde.ca.gov/ls/ss/vp/safeschlplanning.asp

- Additional resources regarding student mental health needs can be found in the SSPI letter Responding to Student Mental Health Needs in School Safety Planning at http://www.cde.ca.gov/nr/el/le/yr14ltr0212.asp.

Note: This model policy is considered exemplary and is not prescriptive, per *EC* Section 33308.5:

(a) Program guidelines issued by the State Department of Education shall be designed to serve as a model or example, and shall not be prescriptive. Program guidelines issued by the department shall include written notification that the guidelines are merely exemplary, and that compliance with the guidelines is not mandatory.

(b) The Superintendent of Public Instruction shall review all program guidelines prepared by the State Department of Education prior to issuance to local education agencies. The superintendent shall approve the proposed guidelines only if he or she determines that all of the following conditions are met:

(1) The guidelines are necessary.

(2) The department has the authority to issue the guidelines.

(3) The guidelines are clear and appropriately referenced to, and consistent with, existing statutes and regulations.

Latino College Preparatory Academy (LCPA)
Charter Petition Renewal

Appendix 33: Youth Suicide Prevention Policy

Alum Rock Counseling Center
www.alumrockcc.org

Memorandum of Understanding

BETWEEN

Foundation for Hispanic Education

And Alum Rock Counseling Center, Inc.

FY 2019-2020

This memorandum of understanding stands as evidence that Foundation of Hispanic Foundation (FHE) and Alum Rock Counseling Center (ARCC) will work together to provide multi-disciplinary, integrated school based behavioral health services to students referred from FHE's Social Emotional Academic Services (SEAS) program at the following three school sites:

- Latino College Prep Academy (LCPA)
- Luis Valdez Leadership Academy (LVLA)
- Roberto Cruz Leadership Academy (RCLA)

Each agency agrees to participate in the following services:

Foundation for Hispanic Education shall provide the following:

- **Use of Facilities:** provide three permanent designated space (one office space per school site) that is adequate to effectively provide confidential counseling activities on a full-time basis Monday – Friday, 9:00 AM to 5:00 PM for the benefit of the student/clients.
- **Bathroom:** Access to school bathrooms during school hours.
- **Referral/Recruitment of Students:** Appoint one FHE staff person as a central point of contact to complete and fax ARCC referrals form to ARCC Centralized Intake and Billing Department. Point person to be available to answer questions regarding referral and to assist with parent consent for treatment, if necessary. In addition to referrals from LCPA, LVLA and RCLA, ARCC therapists are available to accept referrals form Voices on a limited basis. Voices referrals will be transitioned to ARCC SOS and/or First Five Programs.
- **Access to phone:** Access to phone during program hours to be used in emergency situations or to fulfil programmatic duties such as calling parents or agency personnel.
- **Signage and Forms:** Allow signage and forms to be posted at a visible place, which can include the dedicated counseling space, in order to be compliant with county regulations,
- **Fire Clearance:** Provide Alum Rock Counseling Center a written assurance of a "no violation" fire clearance annually, which can be issued by the school district.
- **Support and participation** in monthly coordinating meeting with ARCC Clinical Program Director and Program Manager staff. (Ideally, the FHE Point of Contract).
- **Medi-Cal Ratios:** High majority of students referred must have Medi-Cal or be Medi-Cal eligible. Limited funding is available for students with private insurance or who do not have Medi-Cal. ARCC finance office will alert FHE point of contract as to status of unrestricted funding available on a monthly basis.
- **Caseload Size:** Each of three ARCC bilingual Master Level Therapists is responsible for maintaining a caseload of fifteen (15) clients on an ongoing basis. FHE point of contract should assign referrals consistently and ensure caseloads remain full.
- **Support with satisfaction data collection by the Parent Coordinator:**

- Support with the completion of the Youth Services Survey, Youth Services Survey for Families, and the Adult Survey (as age appropriate) at the conclusion of services (discharge) to collect satisfaction data.

Alum Rock Counseling Center, Inc. shall provide the following:

- **Administration of Program:** Work collaboratively with FHE Staff and more specifically, FHE Point of Contact, to accept referrals made to ARCC program.
- **Program Staffing:** ARCC will off-site onto FHE three Charter School Campuses three (3) bilingual/bicultural Master Level Therapists. In addition to providing necessary clinical supervision including Reflective Practice as outlined in ARCC contract with Department of Behavioral Health Services. (See attached Exhibit A).
- **Service Location:** Services will be provided primarily in the school setting, however, services may also be provided in ARCC Clinic, client home and community agency based upon client need.
- **Program Days and Times:** Agency will not operate program on agency – observed holidays. Students and school will be given notice of scheduled holidays at the beginning of the school year. Therapists will be off-sited on above campuses 9:00 AM to 5:00 PM Monday through Friday.
- **Program Supplies:** ARCC agrees to supply all program-related supplies.
- **Background Checks:** Department of Justice and FBI background checks on all agency staff will be conducted through fingerprint analysis prior to start date.
- ARCC will maintain a general liability insurance and workers compensation. Foundation for Hispanic Education shall be named as additional insured on an endorsement with respect to the liability coverage.
- ARCC programs will contact referrals a total of 3 times within 10 business days and will close the referrals if there is no response.
- **Participate,** if necessary, in provider meetings, trainings and case related consults within legal, professional and ethical boundaries.
- **Dosage and Caseload:** Average dosage is six (6) hours per month with clinicians maintaining a caseload of 15 clients.
- **Evidence Based Practices:** ARCC will use Evidence Based Practices (EBP) and Trauma Informed Practices as clinically indicated to address students social emotional and behavioral health needs.
- **Assessments:** Each youth will be assessed according BHSD Outcomes Guidelines. The CANS Comprehensive 5+ will be used to help inform assessment, treatment planning and treatment service. ARCC is responsible for the trainings, certification and annual recertification of staff on this tool. All assessment and services will be provided respectful of culture, ethnicity and linguistic needs of the family.
- **Transformational Care Planning (TCP):** ARCC will implement TCP as the model for service delivery and treatment/care planning.
- **Data Collection and Reporting:** ARCC will collect data as described below from FHE SEAS Point of Contact on a quarterly basis and provided to BHSD the data in report form on quarterly basis:

- 40% of youth will demonstrate improvement in school behavior

Source: CANS, Life Functioning Domain – School Behavior Item (paired: intake, discharge). Actionable to Non-Actionable.

- 40% of youth will demonstrate improvement in school achievement

Source: CANS, Life Functioning Domain – School Achievement Item (paired: intake, discharge). Actionable to Non-Actionable.

- 40% of youth will demonstrate improvement in school attendance

Source: CANS, Life Functioning Domain – School Attendance Item (paired: intake, discharge). Actionable to Non-Actionable.

- 80% of caregivers will increase their involvement with services and act as an effective advocate for the youth.

Source: CANS, Caregiver Resources and Needs Domain – Involvement with Care Item (paired: intake, discharge). Actionable to Non-Actionable.

- 50% of caregivers will increase knowledge around their youth's strengths and needs and understand the rationale for treatment/management of these problems.

Source: CANS, Caregiver Resources and Needs Domain – Knowledge Item (paired: intake, discharge). Actionable to Non-Actionable.

- 50% of youth will demonstrate improvement in cognitive, emotional, or behavioral problems.

Source: PSC, Total Score – (paired: intake, discharge). Clinically significant reduction to normal range.

- 80% of youth and caregivers will be satisfied during and after services

Sources: 1) YSS-F/YSS, Adult Survey 2) CPS Survey. Overall Satisfaction of 4.0 or above.

Additional Requirements:

STUDENT RECORDS / CONFIDENTIALITY

All client records shall be kept confidential and in a secure location preventing access by unauthorized individuals. Provider will make client records available to the Department of Behavioral Health for annual audits to ensure quality of services. PROVIDER'S obligation of confidence under this Section shall survive cancellation, termination, or expiration of this contract.

INDEPENDENT PROVIDER STATUS

This agreement is by and between two independent agents and is not intended to and shall not be construed to create. The relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance. Workers compensation coverage and all other benefits of any kind. As required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this agreement.



CHILD ABUSE REPORTING

PROVIDER assures FHE that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code *S* 49370 and California Penal Code *S* 11166 et seq. PROVIDER agrees that all staff members will abide by laws in a timely manner.

INDEMNIFICATION AND HOLD HARMLESS

PROVIDER shall defend, hold harmless, and indemnify FHE and its governing board. Officers, agents, and employees, volunteers and subcontractors from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitations, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement. FHE shall defend, hold homeless and indemnify PROVIDER and its governing board offices, agents, and employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever resulting from the negligence or intentional acts of FHE, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

INSURANCE

During the entire team of this agreement and any extension or modification thereof, ROVIDER shall keep in effect a policy or policies of liability insurance such general liability, workers' compensation, and professional liability insurance as is required to protect PROVIDER's and the District's interests.

COMPLIANCE WITH LAWS

During the term of this agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws, ordinances, rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

This Memorandum of Understand is contingent on continued funding by the Santa Clara County Department of Mental Health Services. If for any reason funds for this project are discontinued or interrupted Alum Rock Counseling Center, Inc. will provide the district written notice of the intent to terminate this agreement. Upon (30) days written notice either party may terminate this agreement.

We, the undersigned, as authorized representatives of Foundation for Hispanic Education and Alum Rock Counseling Center, Inc., do herby approve this document. This Agreement will remain in effect from July 1, 2019 to June 30, 2020.

Alum Rock Counseling Center
www.alumrockcc.org

We, the undersigned, as authorized representatives of Foundation for Hispanic Education and Alum Rock Counseling Center, Inc., do herby approve this document. This Agreement will remain in effect from July 1, 2019 to June 30, 2020.

Signature: _____ Date: _____
Foundation for Hispanic Education

Signature: _____ Date: 1/13/20
Steve Eckert, LCSW
Chief Executive Officer
Alum Rock Counseling Center, Inc.

Signature: _____, LMFT Date: 1/13/20
Veronica Gamboa, LMFT
Chief Program Officer
Alum Rock Counseling Center

Latino College Preparatory Academy (LCPA)
Charter Petition Renewal

Appendix 34: Alum Rock Counseling Center (ARCC) Memorandum of Understanding

THE FOUNDATION for HISPANIC EDUCATION
Innovation & Transformation since 1981

The Foundation for Hispanic Education Policy
2020-2021 Academic Year

9th Grade Mathematics Course Placement

Findings And Declaration Of Purpose

The Foundation for Hispanic Education's (TFHE) Board of Trustees and Leadership Team recognizes that student achievement in mathematics is critical for preparing students for college and career, especially in science, technology, engineering, and mathematics (STEM). A student's 9th-grade mathematics placement, in particular, is crucial to ensuring future educational success.

All parties affirm that a fair, objective, and transparent mathematics placement protocol that strictly limits the use of subjective criteria in placement decisions will result in an appropriate 9th-grade mathematics student placement and will prevent mathematics misplacement, particularly of students of color.

Pursuant to California Education Code Section 260, the Governing Board has the primary responsibility for ensuring that the school site programs and activities are free from discrimination based upon enumerated characteristics, including race and ethnicity. Because the

As TFHE is responsible for ensuring that all students, regardless of race or ethnic background, receive an equal chance to advance in mathematics, its Board of Trustees desires to ensure that TFHE implements a fair, objective, and transparent mathematics placement protocol.

The Governing Board, therefore, directs TFHE staff to create, implement, and monitor a mathematics placement protocol that includes the following elements:

Reliance On Objective Determinations

Mathematics placement of 9th graders shall be based on objective measures. These measures may include:

- Diagnostic placement tests aligned to state-adopted content standard sets aligned to state-adopted content standards;
- Standardized tests that reflect statewide mathematics assessments;

- Student grades that reflect comprehension and mastery of the subject matter, from both semesters of the 7th and 8th-grade year; and
- Other objective indicators of student performance and proficiency in mathematics.

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

Timing Of Mathematics Placement Decisions And Parent/Student Notification
Placement decisions shall be made according to a timeline that allows for maximum use of current objective measures.

Placement decisions shall be communicated in writing to parents/students prior to the start of the school year; shall include TFHE's mathematics placement protocol, and shall indicate the objective factors that resulted in the student's 9th-grade placement. Notices of placement decisions shall also include a recourse plan developed by the TFHE, for any parents/students who may be dissatisfied with a student's mathematics placement.

Implementation, Monitoring, And Accountability
TFHE staff involved in placement decisions shall be properly trained on the protocol and its use. The protocol shall also include steps for ensuring that it is being followed in practice, including provisions for checking that each student is properly placed according to the protocol within the first month of the school year. Any student found to be misplaced shall be promptly placed in the correct mathematics course.

Governing Board Approval And Review
TFHE staff shall report to the Governing Board on a regular basis while the placement protocol is being developed. When the protocol is finalized, TFHE staff shall return to the Governing Board to seek approval of the protocol.

Once approved, the protocol shall be prominently posted on the TFHE's website and shall be made readily accessible to parents/students and administrators. TFHE staff shall subsequently report to the Governing Board on implementation on an annual basis.

Legal References

Education Code

California Education Code Section 200
California Education Code Section 201
California Education Code Section 260

Government Code

California Government Code Sections 11135 *et seq*.

Court Cases

Serrano v. Priest, 18 Cal. 3d 728 (1976), *cert. denied*, *Clowes v. Serrano*, 432 U.S. 907 (1977)
Butt v. the State of California, 4 Cal. 4th 668 (1992)

California Constitution

Cal Const., Art. IX, Sec. 5

Federal Law

42 U.S.C. § 2000d (Title VI of the Civil Rights Act of 1964); 34 C.F.R. § 100.3(b)(2)

Background:

If students are placed below their level of proficiency in 9th-grade mathematics courses, their ability to complete the recommended sequence of mathematics courses for admission to the University of California and California State University systems and other higher education institutions will be compromised. If admitted to college, students who were forced to repeat lower-level mathematics courses in high school will be behind other students, and less likely to be competitive for careers in the STEM fields upon graduation. Mathematics misplacement has also been shown to affect students' confidence and their overall educational experience. Finkelstein, N., Fong A., Tiffany-Morales, J., Shields, P. & Huang, M. (WestEd 2012) *College Bound in Middle School & High School? How Math Course Sequences Matter*; Waterman, S. (2010) *Pathways Report: Dead Ends and Wrong Turns on the Path Through Algebra* http://www.noycefdn.org/documents/Pathways_Report.pdf.

Mathematics misplacement can occur with successful students, and disproportionately affects successful students of color. Studies have shown that successful students, particularly from minority populations, may receive passing grades in mathematics coursework and/or demonstrate proficiency on standardized tests in 8th-grade mathematics course work, and yet nonetheless be held back and forced to repeat the same course in the 9th grade rather than advancing.

Latino College Preparatory Academy (LCPA)
Charter Petition Renewal

Appendix 35: 9th Grade Math
Placement Policy

2020 - 2021

MEMORANDUM OF

COVERAGE



MEMORANDUM OF COVERAGE ("MOC")

DECLARATION

I.	**NAMED MEMBER:**	**The Foundation for Hispanic Education** PO Box 730453 San Jose, CA 95173-0453
II.	**PERIOD OF COVERAGE:**	July 1, 2020 to July 1, 2021 at 12:01 a.m. local standard time.
III.	**MOC NUMBER:**	CCSJPA-MOC-2020-21
IV.	**COVERAGE:**	General Liability, Employee Benefits Liability, Educator's Legal Liability, Sexual Abuse Liability, Law Enforcement Activities Liability, Automobile Liability, Automobile Physical Damage, Excess Reinsurance, Directors & Officers, Employment Practices & Fiduciary Liability, Workers' Compensation, Crime, Student Accident, Property, Additional Program Coverages
V.	**LIMITS OF COVERAGE:**	See SCHEDULE OF LIMITS
VI.	**DEDUCTIBLES:**	See SCHEDULE OF LIMITS
VII.	**RETROACTIVE DATES:**	Directors & Officers Liability: 11/13/2012 Employment Practices Liability: 11/13/2012 Fiduciary Liability: 11/13/2012
VIII.	**TERRITORY:**	Worldwide and as more clearly defined in the General Conditions

IX. FORMS ATTACHED HERETO AND SPECIAL CONDITIONS:

CCSJPA-MOC-2020-2021 and agreed Endorsements attached.

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SCHEDULE OF LIMITS

Effective Date: July 1, 2020 12:01 AM - July 1, 2021 12:01 AM
Named Member:
The Foundation for Hispanic Education
PO Box 730453
San Jose, CA 95173-0453

Coverage Provided by (CP):
Coverage Provider Addendum is available upon request. Please reach out to your CharterSAFE primary representative.

Core Liability Program

Coverage Limits: $55,000,000 Per Member Aggregate

The Core Liability Program breaks down as follows:

CP	COVERAGES		SCHEDULE OF LIMITS
A, T	**Directors & Officers, Employment Practices, and Fiduciary Liability ***		
	Directors & Officers Liability (D&O)	**Deductible**: Varies* **Continuity Date**: 11/13/2012	$2,000,000 per claim/aggregate
	Employment Practices Liability (EPL)	**Deductible**: Varies* **Continuity Date**: 11/13/2012	$2,000,000 per claim/aggregate
	Fiduciary Liability	**Deductible**: $0 **Continuity Date**: 11/13/2012	$1,000,000 per claim/aggregate

*Subject to Named Member's claim experience beginning five years prior to the inception of the period of coverage up to the date of loss. One or more claims on your loss history will increase the deductible. Refer to the Memorandum of Coverage (MOC) for the detailed tiered deductibles.

A, G	**General Liability** **Deductible**: $500 per occurrence for losses arising out of participation in *High Risk Activities***	**$2,000,000 per occurrence and member aggregate**
	General Liability includes Damage to Premises Rented, Products-Completed Operations, and Personal and Advertising Injury	
	Premises Medical Payment Sublimit	$10,000 per person sublimit $50,000 per occurrence sublimit
	COVID-19 Defense Sublimit	$50,000 per occurrence/aggregate sublimit $2,000,000 aggregate for all CharterSAFE Members Combined

A, G	**Employee Benefits Liability**	**$2,000,000 per occurrence and member aggregate**

A, G	**Educator's Legal Liability** **Deductible**: $2,500 per occurrence	**$2,000,000 per occurrence and member aggregate**
	IEP (Individualized Educational Program) Defense Sublimit **Deductible**: $7,500 per occurrence	$50,000 per occurence/aggregate sublimit

A, G	**Sexual Abuse Liability** **Deductible**: $0 if school completes training requirement $100,000 if school did not complete training requirement	**$2,000,000 per occurrence and member aggregate**

*__Training Mandate:__ Sexual Abuse Prevention Training by CharterSAFE is available under the CharterSAFE Learning Center and is **REQUIRED** to be completed by 90% or more of staff within 90 days of coverage renewal. New employees are required to complete the training within 6 weeks of employment.

A, G	**Law Enforcement Activities Liability**	**$2,000,000 per occurrence and member aggregate**

A, G	**Automobile** Includes Autos scheduled with CharterSAFE, non-owned autos and hired autos	
	Auto Liability	**$2,000,000 per occurrence and member aggregate**
	Uninsured/Underinsured Sublimit	$1,000,000 per occurrence sublimit
	Automobile Medical Payment Sublimit	$10,000 per person sublimit $50,000 per occurrence sublimit
	Auto Physical Damage **Deductible**: $500 per occurrence for Hired auto Physical Damage	**$1,000,000 per occurrence and member aggregate**

A, P	**Excess Reinsurance** Applies to the following coverage areas: • General Liability, excluding Damage to Premises Rented and COVID-19 Defense sublimit • Employee Benefits Liability • Educator's Legal Liability, excluding IEP Defense sublimit • Sexual Abuse Liability • Law Enforcement Activities Liability • Automobile Liability, excluding Auto Physical Damage • D&O and EPL excluding Fiduciary Liability	$3,000,000 per occurrence/ claim based on underlying coverage $3,000,000 member aggregate Note: Coverage over the underlying $2,000,000 to make a total of $5,000,000

Excess Liability - SELF

Coverage Provided by:	Schools Excess Liability Fund (SELF)
Coverage:	SELF is a separate entity from CharterSAFE and carries a separate Memorandum of Coverage with separate terms, conditions, and exclusions. You can access SELF's information at www.selfjpa.org.
Limits:	$50,000,000 per occurrence/claim and member aggregate as outlined by the SELF Memorandum of Coverage. This coverage is excess of the $5M limits above to total a limit of $55M.

Crime

A, G	**Crime**	
	Monies and Securities **Deductible:** $500 per occurrence	$1,000,000 per occurrence and member aggregate
	Computer & Funds Transfer Fraud **Deductible:** $500 per occurrence	$1,000,000 per occurrence and member aggregate
	Forgery or Alteration **Deductible:** $500 per occurrence	$1,000,000 per occurrence and member aggregate
	Employee Dishonesty **Deductible:** Varies*	$1,000,000 per occurrence and member aggregate

*Subject to Named Member's claim experience beginning five years prior to the inception of the period of coverage up to the date of loss. One or more claims on your loss history will increase the deductible. Refer to the Memorandum of Coverage (MOC) for the detailed tiered deductibles.

Property

A, C, D, E, F, H, I, M, T, U	**Property** **Valuation:** Replacement Cost Total Insured Value: (Building Value + Content Value + EDP) **Deductible**: $1,000 per occurrence*	As scheduled with CharterSAFE subject to the maximum limit of $100,000,000 per occurrence.
	Building (including tenant improvements and betterments) Personal Property - Contents & Electronic Data Processing Builder's Risk - As scheduled with CharterSAFE for projects over $200,000 Boiler and Machinery / Equipment Breakdown Business Interruption - $10,000,000 Extra Expense - $10,000,000	See "Exposures & Locations" section

*WATER DAMAGE and WILD FIRE Deductibles are subject to Named Member's claim experience beginning five years prior to the inception of the period of coverage up to the date of loss. One or more claims at the location of loss on your loss history will increase the deductible. Refer to the Memorandum of Coverage (MOC) for the detailed tiered deductibles.

Student & Volunteer Accident

A, Q	**Student Accident and Volunteer Accident** **Deductible:** $500 per incident for losses arising out of participation in *High Risk Activities***	
	Student Accident	$50,000 per incident
	Volunteer Accident	$25,000 per incident

Additional Program Coverages		
A, K	**Pollution Liability and First Party Remediation** **Deductible:** $10,000 per occurrence	$1,000,000 per pollution condition $5,000,000 aggregate for all CharterSAFE members combined
A, N, O	**Terrorism Liability***	$5,000,000 per occurrence/aggregate for all CharterSAFE members combined
A, N, O	**Terrorism Property** **Deductible:** $1,000 per occurrence Total insured Value (Building Value + Content Value + EDP)	As scheduled with CharterSAFE subject to the maximum limit of $20,000,000 per occurrence. See "Exposures & Locations" section
A, L	**Cyber Liability*** **Deductible:** $2,500 per claim	$1,000,000 per claim $5,000,000 aggregate for all CharterSAFE members combined

Workers' Compensation		
A, S	**Workers' Compensation** Workers' Compensation **Workers' Compensation rate:** $1.239 per $100 of payroll Employer's Liability	 Statutory $5,000,000 per accident $5,000,000 per disease per employee $5,000,000 per disease policy limit

* Claims-Made coverage. Coverage applies only to claims made against the Named Member during the Period of Coverage and Reported during the Period of Coverage.

** A list of High Risk Activities is available at www.chartersafe.org or you may contact Karen Bianchini (kbianchini@chartersafe.org / 916-880-3460) from CharterSAFE's Risk Management Team.

GENERAL COVERAGE DECLARATIONS

The California Charter Schools Joint Powers Authority ("**CCS JPA**") DBA CharterSAFE is a pooled self-insurance program for elective members. **CCS JPA** is formed pursuant to the provisions of California Government Codes Section 989, *et seq.*, as amended, and through the Bylaws, Joint Powers Authority Agreement and **CCS JPA** policies approved by its Board of Directors. The purpose of **CCS JPA** is to provide a self-insurance fund for liability and Workers' Compensation coverages, to offer the benefit of group purchasing for other lines of coverage, and to assist **NAMED MEMBERS** in controlling costs by providing specialized risk management services and systems.

The purpose of this Memorandum of Coverage ("MOC") is to describe the coverages provided to **NAMED MEMBERS**. It is the intent of **CCS JPA** that in order for a **NAMED MEMBER** to be afforded coverage under this MOC, the **NAMED MEMBER** must be in full compliance with those policies adopted by the **CCS JPA** Board of Directors.

It is the intent of **CCS JPA** to provide the coverage outlined in this MOC to each **NAMED MEMBER** and those who work for them, or on their behalf, in accordance with the laws of the State of California. This MOC is not now, nor has it ever been, a contract of liability insurance coverage and, in accordance with California Government Code Section 990.8(c), it is not a contract of insurance, nor is it to be construed as such, notwithstanding the inclusion or use of terms of art or phrases commonly used by, or within, the commercial insurance industry. Rather, as stated hereinabove, this MOC provides for pooled self-insurance.

This MOC was created to reduce misunderstandings regarding coverage, to avoid and resolve coverage disputes, to clarify responsibilities regarding claims, and to provide the **NAMED MEMBERS** with a document that identifies what is and is not covered. The terms of this MOC are to be construed in an evenhanded fashion in accordance with the principles of California contract law, giving full effect to the intent of the **NAMED MEMBERS** and **CCS JPA's** Board of Directors in adopting it. If the language of this MOC is alleged to be ambiguous or unclear, the issue of how coverage should apply shall be resolved in a manner most consistent with the relevant terms of this MOC without regard to the authorship of the language and without any presumption of arbitrary interpretation or construction in favor of either the **NAMED MEMBER** or **CCS JPA**. This MOC embodies the complete agreement and supersedes any prior agreements, representations or discussions, whether written or oral. Any changes to this MOC shall be made in accordance with the policies established by CCS JPA's Board of Directors and in compliance with **CCS JPA's** Bylaws.

Certain provisions in this MOC restrict coverage. The entire MOC should be read carefully to determine **NAMED MEMBER's** rights and duties, coverage terms and conditions and to determine what is and is not covered.

With the exception of headings, various terms as used herein which are in bold face type and capitalized are defined within the MOC or appear on the Declaration Page of this MOC.

Any reference to "section" is to a section of this MOC unless otherwise stated.

Any reference to **CCS JPA's** Bylaws, officially approved Board policies and/or California law include any amendments thereto.

CCS JPA'S LIMITS OF LIABILITY

1. **Cumulation of Limits.** An **OCCURRENCE** with a duration of more than one **PERIOD OF COVERAGE** shall be treated as a single **OCCURRENCE** arising during the **PERIOD OF COVERAGE** when the **OCCURRENCE**, **WRONGFUL ACT** or **ACCIDENT** first begins, and the liability of **CCS JPA** under this MOC shall not accumulate from year to year, or from one **PERIOD OF COVERAGE** to another.

2. **Annual AGGREGATE LIMITS.** If an annual **AGGREGATE LIMIT** applies to any coverage under this MOC, the **OCCURRENCE LIMIT** for such coverage under this MOC combined during the **PERIOD OF COVERAGE** shall not exceed the **AGGREGATE LIMIT** as stated in the SCHEDULE OF LIMITS.

3. **Multiple Lines Loss.** In the event an **OCCURRENCE**, **WRONGFUL ACT** or **ACCIDENT** involves more than one line of coverage, only one **OCCURRENCE** or **ACCIDENT LIMIT** shall apply. The line of coverage with the highest **OCCURRENCE** or **ACCIDENT LIMIT** stated in the SCHEDULE OF LIMITS shall apply, including any applicable **DEDUCTIBLE**.

4. **Multiple CLAIMS or SUITS.** All **CLAIMS** or **SUITS** arising out of a single **OCCURRENCE, WRONGFUL ACT** or **ACCIDENT** or series of related or **OCCURRENCES, WRONGFUL ACTS** or **ACCIDENTS** shall be treated as a single **CLAIM** or **SUIT**. The **OCCURRENCE** or **ACCIDENT LIMIT** and/or **AGGREGATE LIMIT** shown in the SCHEDULE OF LIMITS, subject to the terms and conditions of this MOC, establish the most **CCS JPA** shall pay regardless of the number of:
    a. **COVERED PARTIES** or **ADDITIONAL COVERED PARTIES**;
    b. **CLAIMS** made or **SUITS** brought;
    c. Persons or organizations making **CLAIMS** or bringing **SUITS**; or
    d. **AUTOMOBILES** involved.

5. **Non-duplication of Coverage Benefits.** No individual or entity entitled to benefits under any coverage of this MOC shall recover duplicate benefits for the same elements of loss under other coverage of this MOC, or other policies written by **CCS JPA**.

GENERAL DEFINITIONS

1. **ACCIDENT** means an unforeseen, unintended or unexpected event or happening, including continuous and repeated exposure to substantially the same harmful conditions.

2. **ADDITIONAL COVERED PARTY** means any person, organization, trustee, or estate to whom, or to which the **NAMED MEMBER** is obligated by virtue of a written contract or agreement which is executed prior to an **OCCURRENCE** to provide coverage as is afforded by this MOC, but only with respects to operations or services performed by, or on behalf of, the **NAMED MEMBER**. The coverage afforded to such **ADDITIONAL COVERED PARTY** shall be no broader than the coverage and limits afforded by this MOC or required by written contract or agreement, whichever is less, and is subject to all the terms, conditions and exclusions of this MOC. **ADDITIONAL COVERED PARTY** does not include a sponsoring district of a **NAMED MEMBER** unless obligated by virtue of a **NAMED MEMBER CONTRACT** or written contract or agreement to provide insurance or coverage such as is offered by this MOC, and subject to the limitations on coverage provided in such written contract or written agreement.

3. **AGGREGATE LIMITS** mean the maximum amount shown in the SCHEDULE OF LIMITS in the DECLARATIONS for which **CCS JPA** shall be liable during a single **PERIOD OF COVERAGE**, regardless of the number of covered **CLAIMS, SUITS,** or **COVERED PARTIES** or **ADDITIONAL COVERED PARTIES**.

4. **BODILY INJURY** means physical injury (including death) to any person, and any mental anguish or shock, sickness, disease, or disability resulting therefrom.

5. **CCS JPA** means the California Charter Schools Joint Powers Authority.

6. **CLAIM** means a notice or demand made by a person or entity upon a **COVERED PARTY** to recover **DAMAGES**. **CLAIM** may be further defined in each coverage section.

7. **COVERED PARTY** includes:
   a. The **NAMED MEMBER** including all schools under which the **NAMED MEMBER** operates;
   b. Past, present or future officials, members of the **NAMED MEMBER'S** boards or commissions, trustees, directors, officers, **VOLUNTEERS**, student teachers, or **EMPLOYEES** of the **NAMED MEMBER**, all while acting within the scope of their duties, and while acting at the direction of, and performing services for, or on behalf of, the **NAMED MEMBER**. With respects to student teachers, the coverage provided under this MOC shall be excess and non-contributory to any other applicable coverage; or
   c. **CCS JPA** approved subsidiaries, affiliates, and supporting organizations of the **NAMED MEMBER** listed on the DECLARATIONS page of this MOC. But only to the extent such entities are performing services for, or on behalf of, the **NAMED MEMBER** pursuant to a written contract.
   d. The NAMED MEMBER's students, but only while participating in activities required by the **NAMED MEMBER** for completion of course work in approved academic fields and while acting solely within the scope of their duties as authorized by the **NAMED MEMBER** to provide services to third parties and while serving in a supervised internship as part of their educational program.

8. **DAMAGES** mean monetary compensation which a **COVERED PARTY** is legally obligated to pay arising from an **OCCURRENCE** to which this MOC applies.

   DAMAGES do not include any of the following:
   a. Fines or penalties imposed by law, including punitive or exemplary damages;
   b. **DECLARATORY RELIEF**, injunctive or equitable relief, or quasi-judicial or administrative orders;
   c. Repayment of any tax or assessment that was wrongfully obtained, or any interest on such tax or assessment;
   d. Amount paid or payable for the purchase or permanent acquisition of property or property rights, or for the right to permanently enforce an ordinance, regulation or restriction on the use of

property;

e. Back pay, overtime or any other form of compensation that are routinely paid by a **NAMED MEMBER** to its **EMPLOYEES**;

f. Monetary compensation sought or fees, costs, charges and reasonable and necessary expenses incurred by a third party in pursuit of a **CLAIM** or **SUIT** excluded under this MOC; or

g. The salaries, expense and administrative cost of **CCS JPA**, the **COVERED PARTY** or **CCS JPA's** Third Party Claims Administrator**.**

9. **DECLARATORY RELIEF** means any **CLAIM** or **SUIT** requesting a court of competent jurisdiction to decide the rights and obligations of the parties to an action pursuant to the State of California or Federal statutes on **DECLARATORY RELIEF**.

10. **DEDUCTIBLE** means that portion of the loss for which the **NAMED MEMBER** is financially responsible subject to all of the terms and conditions of this MOC.

11. **DEFENSE COSTS** mean allocable attorney fees, costs, expenses and other fees incurred in connection with the investigation, adjustment, defense and appeal of a **CLAIM** or **SUIT** covered hereunder, including arbitration, mediation, or other dispute resolution process in which the **COVERED PARTY** participates with **CCS JPA**'s consent. **DEFENSE COSTS** do not include the office expenses or unallocated loss adjustment expenses of **CCS JPA** or the **COVERED PARTY,** nor the salaries of the employees or officials of **CCS JPA** or its Third Party Claims Administrator.

12. **E.E.O.C.** means the Equal Employment Opportunity Commission.

13. **EMPLOYEE** means a current or former elected or appointed official, or a person employed or formerly employed for wage or salary, while acting in the course and scope of their duties for the **NAMED MEMBER**. The term **EMPLOYEE** shall not mean a **VOLUNTEER** or any person acting in the capacity of a broker, commission merchant, consignee, contractor, independent contractor or their agent, representative or employee.

14. **ERROR OR OMISSION** means the failure to execute the required actions or mistaken actions committed by a **COVERED PARTY** and the liability arising out of a **WRONGFUL ACT** by a **COVERED PARTY** due to the negligent action or inaction, mistake, misstatement, error, neglect, inadvertence, or omission by a **COVERED PARTY** in the discharge of duties on behalf of a **NAMED MEMBER**.

15. **INJUNCTIVE RELIEF** means any **CLAIM** or **SUIT** forbidding the **COVERED PARTY** to do some act, which the **COVERED PARTY** intends or is attempting to commit, or restraining the **COVERED PARTY** in the continuance of an act, or requiring the **COVERED PARTY** to undertake an action.

16. **NAMED MEMBER** means the entity listed in Item I on the DECLARATIONS page of this MOC and registered ficticious business names or doing business as (DBAs) under which the **NAMED MEMBER** operates.

17. **NAMED MEMBER CONTRACT** means:

a. That part of any contract or agreement pertaining to the **NAMED MEMBER**'s business under which the **NAMED MEMBER** assumes the tort liability of another party to pay for **BODILY INJURY** or **PROPERTY DAMAGE** to a third person or organization. Tort liability means liability that would be imposed by law in the absence of any contract or agreement. For purposes of this definition, **NAMED MEMBER** includes only the parties and entities described in Section 7 a. and c. above.

NAMED MEMBER CONTRACT does not include that part of any contract or agreement:

(1) That indemnifies any person or organization for damage by fire or explosion to premises while rented or leased to the **NAMED MEMBER**;

(2) That indemnifies a railroad for **BODILY INJURY** or **PROPERTY DAMAGE**;

(3) That indemnifies any person or organization under a railroad sidetrack agreement;

(4) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(5) Under which a **COVERED PARTY**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the **COVERED PARTY's** rendering or failure to render professional services, including those listed in (4) above, and supervisory, inspection, architectural or engineering activities.

18. **NEGLIGENT ACT** means the failure to use the degree of care exercised by a reasonable person in the same situation. All **CLAIMS** or **SUITS** based on or arising out of the same **NEGLIGENT ACT** or a series of related **NEGLIGENT ACTS** by one or more **COVERED PARTIES** shall be deemed one **OCCURRENCE** and subject to one **OCCURRENCE LIMIT.**

19. **OCCURRENCE** means an **ACCIDENT**, which results in **BODILY INJURY**, **PERSONAL INJURY** and/or **PROPERTY DAMAGE** during the **PERIOD OF COVERAGE**.

20. **OCCURRENCE LIMIT** means the total amount that **CCS JPA** or its reinsurers are legally obligated to pay for a single **OCCURRENCE** as set forth in the SCHEDULE OF LIMITS to this MOC. All **BODILY INJURY, PERSONAL INJURY** and/or **PROPERTY DAMAGE** arising out of an **ACCIDENT** and/or **OCCURRENCE** shall be deemed one **OCCURRENCE**. Only one **PERIOD OF COVERAGE**, one **DEDUCTIBLE**, and one **OCCURRENCE LIMIT** are applicable to any one **OCCURRENCE**.

21. **ORGANIC PATHOGEN** means any:

a. Bacteria; midlew, mold or other fungi; other microorganisms, microbial toxins; or mycotoxins, spores or other by-products of any of the foregoing;

b. Viruses or other pathogens (whether or not a microorganism); or

c. Colony or group of any of the foregoing.

22. **ORGANIC PATHOGEN CLAIM** means any **CLAIM** or **SUIT** seeking **DAMAGES** which would not have occurred in whole or in part but for the actual, alleged or threatened inhalation, ingestion, contact with, exposure to, discharge, dispersal, disposal, seepage, migration, release or escape of an **ORGANIC PATHOGEN**.

23. **PERIOD OF COVERAGE** means the length of time that this MOC is in force as stated in Item II on the Declaration page of this MOC.

24. **PERSONAL INJURY** means injury (other than **PROPERTY DAMAGE**), including consequential **BODILY INJURY** arising out of one or more of the following:

a. False arrest, detention or imprisonment;

b. Malicious Prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication of material that slanders or libels a person, or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication of material that violates a person's right of privacy;

f. The use of another's advertising idea in your advertisement; or

g. Infringing upon another's copyright, trade dress or slogan in your advertisement.

25. **POLLUTANTS** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals, waste, and all other irritants or contaminants. Waste includes materials to be recycled, reconditioned or reclaimed.

26. **PREMISES** mean the entirety of the **NAMED MEMBER**'s real property, which is owned or occupied by the **NAMED MEMBER** for purposes of conducting its business.

27. **PROPERTY DAMAGE** means direct damage to or destruction or loss of property if caused by a covered **OCCURRENCE**, including all resulting loss of use of property, or **CLAIM** for inverse condemnation, excluding, however, damage to the property of the **COVERED PARTY**.

28. **SUIT** means a civil proceeding in which **DAMAGES** are sought to which this coverage applies. **SUIT** includes arbitration or any other alternative dispute resolution proceeding alleging such **DAMAGES** to which the **COVERED PARTY** must submit or submits with **CCS JPA's** consent. **SUIT** does not mean a criminal proceeding against a **COVERED PARTY,** or any open meeting law proceeding.

29. **TERRITORY** means the coverage area provided under the MOC which applies worldwide for any **SUIT** brought and maintained in the United States, provided that California law shall apply to the determination of any **CLAIM** or **SUIT**, and apply to the interpretation of this MOC.

30. **TERRORIST ACTIVITY** means any deliberate, unlawful act that:
    a. Is declared by any authorized governmental official to be or to involve terrorism, terrorist activity or acts of terrorism; or
    b. Includes, involves, or is associated with the use or threatened use of force, violence or harm against any person, tangible or intangible property, the environment, or any natural resources, where the act or threatened act is intended, in whole or in part, to
        (1) promote or further any political, ideological, philosophical, racial, ethnic, social, or religious cause or objective of the perpetrator or any organization, association or group affiliated with the perpetrator;
        (2) influence, disrupt or interfere with any government related operations, activities or policies;
        (3) intimidate, coerce or frighten the general public or any segment of the general public; or
        (4) disrupt or interfere with a national economy or any segment of a national economy.

31. **VOLUNTEER** means an individual, including a student, who is not an **EMPLOYEE** of a **NAMED MEMBER**, and who donates his or her work and acts at the direction of and within the scope of duties determined by the **NAMED MEMBER**, and is not paid a fee, salary or other compensation by the **NAMED MEMBER** or anyone else for the work performed for the **NAMED MEMBER**.

32. **WATERCRAFT** means a vessel designed to transport persons or property in, through, or under water.

33. **WRONGFUL ACT** means any actual or alleged error or misstatement, omission, act of neglect or breach of duty due to misfeasance, malfeasance, and nonfeasance. All **CLAIMS** or **SUITS** based on or arising out of the same **WRONGFUL ACT** or a series of related **WRONGFUL ACTS** by one or more **COVERED PARTIES** shall be deemed one **OCCURRENCE** and subject to one **OCCURRENCE LIMIT** of insurance.

GENERAL CONDITIONS

CCS JPA assumes no other obligation or liability to the **COVERED PARTY** to indemnify or pay sums or perform acts or services unless explicitly provided under this MOC.

Unless otherwise stated, the following conditions are applicable to ALL Sections of this MOC.

1. **Assignment:** A **COVERED PARTY** shall not assign any rights and/or duties under this MOC without formal approval of **CCS JPA's** Board of Directors prior to such assignment. Further, any such approved assignment shall only be binding if allowable under California law.

2. **Bankruptcy** and **Insolvency:** In the event of the bankruptcy or insolvency of the **NAMED MEMBER,** or any entity comprising the **NAMED MEMBER, CCS JPA** shall not be relieved of the payment of any covered loss amounts hereunder because of such bankruptcy or insolvency, but **CCS JPA** shall be liable only to the same extent had there been no bankruptcy or insolvency. Bankruptcy or insolvency shall not relieve the **NAMED MEMBER** of its **DEDUCTIBLE** or retained limit.

3. **Cancellation** and/or **Termination:** Coverage under this MOC may be terminated by the **NAMED MEMBER** or **CCS JPA** pursuant to the provisions of **CCS JPA's** Bylaws, the California Charter Schools Joint Powers Authority Agreement, Article XIII and the CharterSAFE Premium Payment and Past Due Policy. As used herein, **NAMED MEMBER** shall mean the entity listed in Item I on the DECLARATIONS page.
    a. These cancellation or termination provisions include, but are not limited to, termination for non-payment of membership. Should the **NAMED MEMBER** fail toay any required payment for membrship in the **CCS JPA** for the policy year, the **CCS JPA** reserves the right to terminate the **NAMED MEMBER's** membership in the **CCS JPA**, effective July 1 at the inception of the **PERIOD OF COVERAGE**. In the event of membership termination, the **CCS JPA**, any insurer, or reinsurer provideing coverage to the **CCS JPA**, shall not be liable to the **NAMED MEMBER**, any **ADDITIONAL COVERED PARTY** or any other **COVERED PARTY** for any **CLAIM**, **SUIT**, **DAMAGES** or **DEFENSE COSTS** arising out of any **OCCURRENCE** after the date of termination, whether or not there is any knowledge of the **CLAIM** or **SUIT** by the **NAMED MEMBER**, **ADDITIONAL COVERED PARTY** or the **COVERED PARTY**.
    b. Once membership is terminated, an application to reapply for membership with the **CCS JPA** will be required.
    c. If the period of limitation relating to the giving of notice affecting such cancelaltion or termination is prohibited or made void by any law controlling the construction therof, such period shall be deemed to be amended as to be equal to the minimum period of limitation permitted by such law.

4. **Changes:** None of the provisions, conditions or other terms of this MOC shall be amended, waived or altered except by approval of **CCS JPA**.

5. **Concealment, Misrepresentation or Fraud.** Coverage under this MOC is voidable by **CCS JPA** if coverage was obtained by misrepresentation, fraud or concealment of material facts by a **COVERED PARTY** or its representatives. However, **CCS JPA** may elect, at its sole discretion, to void coverage only for the particular loss or claim which is affected by such misrepresentation, fraud or concealment.

6. **Conflict between Bylaws and MOC.** If at any time there is a conflict or ambiguity between **CCS JPA's** Bylaws and this MOC, the Bylaws shall control.

7. **Defense of CLAIM or SUIT. CCS JPA** has the right and duty to defend any **SUIT** or **CLAIM** against a **COVERED PARTY** claiming **DAMAGES,** for which coverage is afforded under this MOC**. CCS JPA** retains the right to investigate, negotiate, settle or deny any **CLAIM** or **SUIT** against a **COVERED PARTY** to the extent it asserts **CLAIMS** for **DAMAGES**, even if any of the allegations of the **CLAIM** or **SUIT** are groundless, false, or fraudulent. **CCS JPA** may investigate and/or settle, in its sole discretion and without agreement of a **COVERED PARTY**, any covered **CLAIM** or **SUIT** against a **COVERED PARTY**, following review and consultation with the **NAMED MEMBER**. Any expenses incurred by **CCS JPA** in connection with its right and duty to defend shall be included within the MOC's limits of coverage as shown in the

SCHEDULE OF LIMITS, **CCS JPA** retains the exclusive right to select counsel to defend any **CLAIM** or **SUIT** brought against a **COVERED PARTY** for which coverage is afforded under this MOC. **CCS JPA** will only be responsible for payment of that portion of a settlement or judgment which relates to **CLAIMS** or **SUITS** for which coverage is afforded under the terms of this MOC, provided, however, that **CCS JPA** shall not be obligated to pay any settlement or judgment or to defend any **CLAIM** or **SUIT** after the applicable **OCCURRENCE LIMIT** or **AGGREGATE LIMIT** has been exhausted.

8. **Dispute Resolution:** In the event of any dispute or difference of opinion arising with respect to the coverage provided under this MOC, including the actual amount to be paid, the rights and duties of the **COVERED PARTY** and **CCS JPA**, or the interpretation of this MOC, such dispute or difference of opinion shall be submitted to arbitration and such arbitration shall be governed by the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure. One impartial arbiter shall be chosen by the **NAMED MEMBER** and **CCS JPA** by mutual agreement, or in the absence of such agreement, in accordance with the then-current procedures of the Judicial Arbitration and Mediation Services in Los Angeles County. The arbiter shall have a minimum of five (5) years of experience in working with public entity risk pools.

   a. Each party shall present its case to the arbitrator within thirty (30) days following the date of appointment of the arbitrator or as mutually agreed by the parties. The factual record shall be limited to the documentary evidence submitted, obtained or relied upon by **CCS JPA** during its administrative proceedings. No additional oral or written testimony or evidence may be submitted by **CCS JPA** or the **COVERED PARTY,** nor shall the arbitrator consider any oral argument by the parties. The arbiter shall be directed to consider the MOC as an agreement negotiated between and among parties of equal bargaining power, and not as a contract of adhesion. The decision of the arbitrator shall be final and binding on both parties. Judgment upon the final decision of the arbitrators may be entered in any court of competent jurisdiction.

   b. Each party shall jointly and equally bear with the other, expense of the arbitrator and of the arbitration, and each shall be responsible for their own expenses in preparing for and participating in the arbitration, including legal expenses, provided that upon the conclusion of the arbitration the prevailing party, as determined by the arbitrator, if any, shall be entitled to an award of reasonable expenses (including attorneys' fees) incurred in preparing for and participating in the arbitration, as well as the expense of the arbitrator. Arbitration proceedings shall take place in the County of Los Angeles, California.

9. **Duties after an OCCURRENCE, ACCIDENT, CLAIM or SUIT.**

   a. The **COVERED PARTY** and/or **ADDITIONAL COVERED PARTY** shall give notice, immediately or as soon as practicable, of an **OCCURRENCE**, **ACCIDENT**, **CLAIM** or **SUIT** or of circumstances that may reasonably result in a **CLAIM** or **SUIT** in compliance with any **CCS JPA** Claim Reporting Procedure. To the extent possible, Notice of Claim shall include:
      (1) How, when and where the **OCCURRENCE**, **ACCIDENT**, **CLAIM** or **SUIT** took place;
      (2) The names, addresses and telephone numbers of any injured persons and/or witnesses; or
      (3) The nature and location of any injury and/or damage arising out of the **OCCURRENCE**, **ACCIDENT**, **CLAIM** or **SUIT**.

   b. If a **CLAIM** is made, or **SUIT** is brought against any **COVERED PARTY** and/or **ADDITIONAL COVERED PARTY**, then each such party shall comply with CCS JPA's Claims Reporting Procedures, including but not limited to the following:
      (1) Immediately Provide **CCS JPA** written notice of the **CLAIM** or **SUIT** at www.chartersafe.org;
      (2) Immediately send **CCS JPA** copies of any **CLAIMS, SUITS**, letters, demands, notices, correspondence, summonses or legal papers received or obtained in connection with the **CLAIM** or **SUIT**;
      (3) Authorize **CCS JPA** to obtain any and all records, including, but not limited to, personnel records, minutes of meetings, memoranda, correspondence, notes, financial records, Email, electronic data, and other information requested;

(4) Cooperate with **CCS JPA** in the investigation, and/or defense of the **CLAIM** or **SUIT**, including but not limited to, attendance at legal proceedings, hearings and trials, strategy and/or planning meetings, if requested by **CCS JPA**; and

(5) Assist **CCS JPA**, upon its request, in the enforcement of any right against any person or organization, which may be liable to the **COVERED PARTY** because of injury and/or damage to which this MOC may apply.

c. The **COVERED PARTY** and **ADDITIONAL COVERED PARTY** acknowledge and agree that **CCS JPA** has the sole authority to make representations, voluntarily make payments, assume obligations, incur expenses, or in any way bind or obligate **CCS JPA**;

d. **COVERED PARTIES** or **ADDITIONAL COVERED PARTIES** shall not discuss any **OCCURRENCE, ACCIDENT, CLAIM** or **SUIT** with anyone other than **CCS JPA**, defense counsel, anyone **CCS JPA** deems necessary to the proper administration or defense of an **OCCURRENCE, ACCIDENT, CLAIM** or **SUIT,** or as required by law or contract;

e. **Mitigation.** In the event of a loss covered under this MOC, each **COVERED PARTY** or **ADDITIONAL COVERED PARTY** shall take all reasonable steps to prevent further loss or damage and advise **CCS JPA** of such action as soon as possible; or

f. Failure by a **COVERED PARTY** or **ADDITIONAL COVERED PARTY** to comply with any of the foregoing duties shall be deemed prejudicial to **CCS JPA**, thereby entitling **CCS JPA** to refuse any coverage for the **CLAIM** or **SUIT**, or any duties arising therefrom.

10. **Enforceability**. If any section or portion of this MOC is deemed to be invalid or unenforceable by a court of competent jurisdiction, that section or portion of the MOC deemed unenforceable shall be severed from this MOC with the remaining sections and portions remaining in full force and effect.

11. **Fraudulent CLAIMS.** If a **COVERED PARTY** or **ADDITIONAL COVERED PARTY** makes any **CLAIM** knowing the same to be false or fraudulent, with regard to amount or otherwise, coverage for such **CLAIM** under this MOC shall become voidable by **CCS JPA**.

12. **Inspections and Audit.** **CCS JPA** may review or inspect **NAMED MEMBER's** property, operations, records, and books, at any reasonable time. The **NAMED MEMBER** shall maintain records of such information as is necessary, and shall send copies of such records to **CCS JPA** at such times as **CCS JPA** may direct. **CCS JPA** may examine and audit the **NAMED MEMBER's** books and records at any time after termination of coverage under this MOC, as far as they relate to the subject matter of this coverage.

13. **Loss Payments.** When it has been determined that **CCS JPA** is obligated to make payments under this MOC, **CCS JPA** shall pay losses up to the **OCCURRENCE LIMIT** and/or **AGGREGATE LIMIT** stated in the SCHEDULE OF LIMITS excess of any applicable **DEDUCTIBLE**.

14. **No Benefit to Bailee.** **CCS JPA** will not recognize any assignment or grant any coverage for the benefit of any person, entity, or organization holding, storing or transporting **COVERED PARTY's** property, regardless of any other provision of this MOC.

15. **No Waiver of Immunities.** It is the understanding of the **NAMED MEMBER** that the scope of risk management undertaken by them through **CCS JPA** using governmental funds shall not waive, on behalf of any **COVERED PARTY,** any defenses or immunities provided to educational institutions or their public officials or employees as provided by California or Federal law, including, but not limited to, the California Governmental Claims Statute, California Government Codes Section 800 et seq. If any **COVERED PARTY** waives any defenses or immunities (unless approved prior to such waiver and provided by endorsement to the MOC by **CCS JPA**), coverage under this MOC is voidable by **CCS JPA**.

16. **Other Coverage.** If the **COVERED PARTY** has other coverage, self-insurance or insurance (whether primary, excess or contingent), against loss covered by this MOC, **CCS JPA** shall be liable, under the terms of this MOC, only as excess of other valid and collectible coverage or insurance, regardless of any conflicting other coverage clause contained in such insurance obtained by the **COVERED PARTY**. Notwithstanding the foregoing, **NAMED MEMBER** may purchase coverage or insurance specifically in excess of **CCS JPA's OCCURRENCE LIMITS**. Such excess coverage or insurance shall not be considered

other coverage for purposes of this MOC. As used herein, **NAMED MEMBER** includes only the parties and entities described in Section 7 a. and c. in the GENERAL DEFINITIONS of this MOC.

a. If the **NAMED MEMBER** has agreed in a written contract or agreement with an **ADDITIONAL COVERED PARTY** that coverage afforded under this MOC shall be primary and noncontributory, then such terms shall apply only if the **ADDITIONAL COVERED PARTY** is a Named Insured under such **Other Coverage**, self-insurance, or insurance described above.

17. **Salvage, Recovery, Subrogation and Right of Reimbursement.** **CCS JPA** shall be subrogated to all rights which the **COVERED PARTY** may have against any person or other entity in respect to any claim or payment made under this MOC and the **COVERED PARTY** shall execute all papers required by **CCS JPA** and shall cooperate with **CCS JPA** to secure **CCS JPA's** rights; provided, however, that a **NAMED MEMBER** may waive such rights of recovery, with the **CCS JPA's** consent, where such waiver is required in a written contract or agreement entered into by the **NAMED MEMBER**, and the waiver of such rights of recovery is executed prior to any loss. If any reimbursement is obtained, or salvage or recovery made by the **NAMED MEMBER** or **CCS JPA** on account of any loss covered by this MOC, the net amount of such reimbursement, salvage or recovery, after deducting the actual cost of obtaining or making the same, shall be first applied in the following order:

a. Amount of loss which exceeds the applicable coverage provided under this MOC;
b. To reduce **CCS JPA's** loss until **CCS JPA** is fully reimbursed; or
c. To reduce the **NAMED MEMBER's** loss because of the application of the **DEDUCTIBLE**.

18. **Severability of Interests**. The term **COVERED PARTY** is used severally and not collectively, but the inclusion of more than one **COVERED PARTY** shall not operate to increase the limits of **CCS JPA**'s liability as shown in the SCHEDULE OF LIMITS.

19. **SUIT against CCS JPA.** No lawsuit shall be brought against **CCS JPA** by a **COVERED PARTY**. Any dispute arising out of this MOC shall be resolved pursuant to the Dispute Resolution provision contained herein.

20. **Terms of MOC to Conform to Statutes.** In the event any terms of this MOC are determined to be in conflict with the statutes of the State of California, they are hereby amended to conform to such statutes. If any provision of this MOC is found to be illegal by a court of competent jurisdiction or change in the law subsequent to the effective date of this MOC, that section or sections shall be severed from the MOC and all other sections and provisions shall survive and remain in full force and effect.

21. **TERRITORY** means the coverage area provided under the MOC which applies worldwide for any **SUIT** brought and maintained in the United States, provided that California law shall apply to the determination of any **CLAIM** or **SUIT**, and apply to the interpretation of this MOC.

22. **Address of CCS JPA.** All correspondence required to be sent to **CCS JPA** under this MOC shall be addressed as follows:

CCS JPA
P.O. Box 969
Weimar, CA 95736

GENERAL EXCLUSIONS

Unless otherwise stated, these exclusions are applicable to ALL Sections of this MOC. **These are absolute exclusions. There is absolutely no coverage arising out of or relating to the following, however characterized or defined, unless coverage is specifically provided by a section of this MOC or endorsement.**

1. **Administrative Proceedings.** The cost of any investigatory, administrative, disciplinary or criminal proceeding against a **COVERED PARTY**, except that **CCS JPA** may at its own option, associate counsel in the defense of any such investigatory, administrative, disciplinary or criminal proceeding. Should **CCS JPA** elect to associate counsel, such election shall not constitute a waiver or estoppel of any rights **CCS JPA** may have pursuant to the terms, conditions, exclusions, and limitations of this MOC.

2. **Advice to Others.** Based upon or attributable to the rendering or failure to render any opinion, treatment, consultation or service, if such opinion, treatment, consultation or service was rendered or failed to have been rendered while any **COVERED PARTY** was engaged in any activity for any organization, other than the **NAMED MEMBER.** This exclusion does not apply if the **COVERED PARTY** is serving at the direction of, or on behalf of, the **NAMED MEMBER**, and is acting within the course and scope of its duties as such.

3. **Aircraft and Related Activities. BODILY INJURY, PERSONAL INJURY,** or **PROPERTY DAMAGE** arising from any activity involving aircraft that is owned, non-owned, rented, leased, hired or borrowed by a **COVERED PARTY,** including the maintenance, loading or unloading, use or operations of any airfields, runways, hangars, hot air balloons, hang gliders, paragliders, skydiving equipment and activities, or helicopters. This exclusion does not apply to:
    a. Unmanned aerial vehicles commonly known as drones when they are:
        (1) used or operated solely for instructional purposes and/or school sponsored activities;
        (2) authorized by a **NAMED MEMBER**;
        (3) scheduled with the Joint Powers Authority; and
        (4) comply with all applicable Federal Aviation Administration (FAA) regulations and standards.
    b. Aircraft and related activities while on the ground and used solely for instructional purposes.

4. **Breach of Contract. PERSONAL INJURY**, **PROPERTY DAMAGE**, **BODILY INJURY**, **DAMAGES** or any other claimed loss, however characterized, arising directly or indirectly from the breach or alleged breach of any contract or agreement, whether written, oral or implied.

5. Communicable Disease Exclusion. **BODILY INJURY, PERSONAL INJURY and Advertising Injury, PROPERTY DAMAGE,** costs, fines, penalties, or other **CLAIMS** or **SUITS** arising directly or indirectly, caused by, arising out of, resulting from or occurring concurrently or in any sequence with, or in connection with:
    a. Any actual, alleged, or threat of infectious or communicable disease resulting from any virus, bacterium, parasite, or other microorganizm (whether living or not) that induces or is capable of inducing physical distress, illness or disease, including but not limited to diseases arising out of Coronavirus (e.g. COVID-19, MERS-CoV, SARS-CoV, and any other group of related viruses), severe acute respiratory syndrome, and any mutations arising from or relating to infectious or communicable disease;
    b. Allegations of negligence or other wrongdoing against the insured arising from or relating to any action taken or failure to take action in discovering, controlling, preventing, suppressing or in any way relating or responding to such actual, alleged, or threat of communicable or infectious disease or illness, including not not limited to actions taken or failure to prevent the spread of the disease;
    c. Allegations of negligence or other wrongdoing against the insured of any kind arising from, relating or responding to orders or directives of any government, governmental agency, civil authority, or national or global public healthy agency relating to any actual, alleged, or threat of infectious or communicable disease or illness resulting from any virus, bacterium, parasite or other microorganism (whether living or not) that includes or is capable of inducing physical distress, illness or disease.

d. Allegations of negligence or other wrongdoing against the insured in connection with the supervising, hiring, employing, training, testing, or monitoring of persons that may be infected with and spread an infectious or communicable disease, or actual or alleged failure to prevent the spread of disease, or failure to report the disease to authorities.

6. **Cost of Suit and/or Attorney Fees.** Demands, actions, **CLAIMS** and/or **SUITS** for which the only **DAMAGES** sought are costs of **SUIT** and/or attorney's fees.

7. **Criminal Acts.** As a result of any criminal act committed by any **COVERED PARTY**.

8. **Cross Suits**. Any **CLAIM** brought as a counter-claim or cross-claim by a **COVERED PARTY** against any other **COVERED PARTY**.

9. DIRECTORS AND OFFICERS LIABILITY. Any **CLAIM** arising out of or in any way involving DIRECTORS AND OFFICERS LIABILITY.

10. EMPLOYMENT PRACTICES LIABILITY**.** Employment related acts, errors, omissions or **OCCURRENCES**, including but not limited to:
    a. Violation of any common or statutory Federal, State, or local law prohibiting any kind of employment-related discrimination;
    b. Harassment, including any type of sexual or gender harassment as well as racial, religious, sexual orientation, pregnancy, disability, age, or national origin-based harassment, or unlawful workplace harassment, including workplace harassment by any non-employee;
    c. Abusive or hostile work environment;
    d. Wrongful discharge or termination of employment, whether actual or constructive;
    e. Breach of an actual or implied employment contract;
    f. Wrongful deprivation of a career opportunity, wrongful failure or refusal to employ or promote, or wrongful demotion;
    g. Employment-related defamation, libel, slander, disparagement, false imprisonment, misrepresentation, malicious prosecution, or invasion of privacy;
    h. Wrongful failure or refusal to adopt or enforce workplace or employment practices, policies or procedures, solely with respect to employment-related discrimination or harassment;
    i. Wrongful discipline;
    j. Employment-related wrongful infliction of emotional distress, mental anguish, or humiliation;
    k. Retaliation;
    l. Negligent evaluation;
    m. Negligent hiring or negligent supervision of others in connection with a. through l. above, but only if employment-related and claimed by or on behalf of any **EMPLOYEES** and only if committed or allegedly committed by any of the **COVERED PARTY** in their capacity as such;
    n. Any State, Federal, or local law governing: workers' compensation, unemployment insurance, social security, disability benefits, or wage and hour practices; including but not limited to the Fair Labor Standards Act and state and local statutory laws and schemes concerning wage and hour practices, including, for example, overtime pay, off-the-clock work, failure to provide rest or meal periods, failure to reimburse expenses, improper classification of employees as exempt or non-exempt, failure to timely pay wages (including upon termination), failure to itemize wage statements and failure to provide seating;
    o. The Employee Retirement Income Security Act of 1974 (except Section 510 thereof), the Occupational Safety and Health Act; the Federal False Claims Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Racketeer Influenced and Corrupt Organization Act, and state and local statutory laws and schemes which are similar to these Federal Acts;
    p. The National Labor Relations Acts, Labor Management Relations Act, and any state or local statutory laws and schemes that pertain to the rights of **EMPLOYEES** with respect to Union, unionizing, or collective activities in the workplace or any obligations of employers with respect to such employee activities; and any other causes of action based upon alleged violations of these responsibilities, obligations, and duties, including but not limited to private attorneys general act statutes, conversion, unjust enrichment and unfair business practices;
    q. Any other employment-related torts; or

r. Consequential injury of any kind as it relates to these Employment Practices.

11. **Failure to Maintain Insurance**. Any **CLAIM** based upon or attributable to any failure or omission of the **COVERED PARTY** to effect or maintain insurance or coverage of any kind.

12. **INJUNCTIVE** and **DECLARATORY RELIEF. CLAIMS**, demands or actions seeking relief or redress in any form other than monetary damages, or any loss, fees, costs or expenses which the **COVERED PARTY** may be obligated to pay as a result of any adverse judgment for **DECLARATORY RELIEF** or **INJUNCTIVE RELIEF**.

13. **Intentional Acts. BODILY INJURY, PERSONAL INJURY, PROPERTY DAMAGE,** expected or intended from the standpoint of any **COVERED PARTY,** regardless of whether the **BODILY INJURY, PERSONAL INJURY** or **PROPERTY DAMAGE** is of a different kind or degree or is sustained by a different person or property than that intended. This exclusion shall not apply to **BODILY INJURY, PERSONAL INJURY**, **PROPERTY DAMAGE** resulting from the use of reasonable force as objectively determined and necessary to protect persons or property.

14. **Investments**. Based upon failure of investments, including but not limited to, stocks, bonds, funds, to perform as represented by the **COVERED PARTY**.

15. **Land Use Proceedings. CLAIMS** or **SUITS** arising out of the operation of the principles of eminent domain, condemnation proceedings, regulatory taking by whatever name called, land use actions, zoning, rezoning or failure to zone, whether that liability accrues directly against the **NAMED MEMBER** or by virtue of any agreement entered into, by or on behalf of the **NAMED MEMBER**.

16. **Medicare Fines and Penalties.** Civil or criminal fines, penalties or other sanctions that may be imposed by the Medicare Program arising out of any settlement.

17. **Nuclear Incident. BODILY INJURY**, **PERSONAL INJURY**, **PROPERTY DAMAGE**, or other **CLAIMS** or **SUITS** arising directly or indirectly from nuclear reaction, radiation, or radioactive contamination, however caused or characterized, including any loss or damage by fire resulting therefrom.

18. **Outside the Scope of Employment. BODILY INJURY, PERSONAL INJURY, PROPERTY DAMAGE** or **DAMAGES** resulting from a **NEGLIGENT ACT, WRONGFUL ACT**, **OCCURRENCE** or **ACCIDENT** outside the course and scope of employment, including but not limited to any act performed with malice or criminal intent. This exclusion applies regardless of whether any **COVERED PARTY** is actually charged with, or convicted of, a crime.

19. **Personal Profit**. Based upon or attributable to any **COVERED PARTY** gaining in fact any personal profit or advantage to which they or any organization or individual are not legally entitled, including remuneration paid in violation of law.

20. **Regulatory Actions.** Any cost, civil fine, penalty or expense against any **COVERED PARTY** arising from any complaint or enforcement actions filed before and/or from any Federal, State or local governmental regulatory agency.

21. **TERRORIST ACTIVITY. CLAIM** or **SUIT**, loss or damage arising directly or indirectly from, by, happening through or in consequence of any **TERRORIST ACTIVITY,** regardless of any other cause or event contributing concurrently or in any other sequence to the loss or damage. If **CCS JPA** alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this MOC, the burden of proving the contrary shall be upon the **COVERED PARTY**.

22. **War or Civil Disturbance.** This MOC does not cover any claim, loss or damage arising directly or indirectly from, by, happening through or in consequence of war, invasion, acts of foreign enemies, any weapon of war employing atomic fission, nuclear fission, nuclear fusion or radioactive force (whether in time of peace or war), hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation or nationalization or requisition or destruction of or

damage to property by or under the order of any government or public or local authority unless such acts of destruction by order of civil authority are at the time of and for the purpose of preventing spread of fire.

SECTION I GENERAL LIABILITY

GENERAL LIABILITY INSURING AGREEMENT

CCS JPA agrees, subject to the MOC limitations, exclusions, terms and conditions to pay on behalf of a **NAMED MEMBER** all sums which the **NAMED MEMBER** becomes legally obligated to pay as **DAMAGES** for **BODILY INJURY, PERSONAL INJURY,** and/or **PROPERTY DAMAGE** arising out of an **OCCURRENCE** during the **PERIOD OF COVERAGE** and subject to the **OCCURRENCE LIMIT** of coverage shown in the SCHEDULE OF LIMITS.

Provided all requirements of this MOC are met, the following coverages are included in this General Liability Coverage Agreement:

1. **HOSTILE FIRE**.

2. **INCIDENTAL MEDICAL MALPRACTICE**.

3. **LIQUOR LIABILITY.**

4. **PREMISES MEDICAL PAYMENTS.** This section provides coverage for all reasonable **MEDICAL PAYMENTS** incurred by the **NAMED MEMBER** on behalf of others at premises which are owned, occupied,rented or loaned to the **NAMED MEMBER** as are necessary at the time of an **OCCURRENCE** because of **BODILY INJURY** and subject to the sub-limit of coverage shown in the SCHEDULE OF LIMITS.

5. Liability for Damage to **PREMISES** Rented to **NAMED MEMBER**:
    a. **PROPERTY DAMAGE** by fire or explosion to **PREMISES** rented to a **NAMED MEMBER** or temporarily occupied by a **NAMED MEMBER** with the permission of the owner, if such fire or explosion was caused by a **COVERED PARTY's** negligence; or
    b. Coverage for damage to **PREMISES** Rented to the **NAMED MEMBER** as described in 5.a above shall not increase the stated limits as set forth in the SCHEDULE OF LIMITS. The most **CCS JPA** will pay for such **PROPERTY DAMAGE**, whether caused by fire or explosion, or any combination of the two, is equal to the per **OCCURRENCE** and **AGGREGATE LIMIT** stated in the SCHEDULE OF LIMITS.

6. SUPPLEMENTAL COVERAGE - **ARMED ASSAILANT**. Damages for BODILY INJURY and property damage caused by an ARMED ASSAILANT by the use of a weapon on or about the **NAMED MEMBER's PREMISES** during school operations, or during activities authorized by the **NAMED MEMBER** away from the **NAMED MEMBER's PREMISES**.
    a. Coverage. Coverage is limited to the following:
        (1) **NAMED MEMBER** property losses, including business interruption and extra expenses.
        (2) Cirisis response and public relations expenses.
        (3) Funeral expenses and medical payments.
    b. Limits of Coverage. The maximum **CCS JPA** is obligated to pay under this Supplemental Coverage shall be as follows: $100,000 Annual **AGGREGATE**.

This Annual **AGGREGATE** amount shall be part of, and not in addition to, the SCHEDULE OF LIMITS set forth in this MOC.

GENERAL LIABILITY EXCLUSIONS

IN THE EVENT THE GENERAL LIABILITY EXCLUSIONS CONFLICT WITH ANY OTHER EXCLUSIONS IN THIS MOC, THE EXCLUSIONS FOR THIS GENERAL LIABILITY SECTION SHALL PREVAIL:

1. **Other Coverage.** More specifically covered under any other Section of the MOC and/or any other coverage available to the **COVERED PARTY**.

2. **Asbestos, Lead or Diseases.** Any **CLAIM** or **SUIT** or other claimed loss, however characterized, in any

way related to the actual, alleged, threatened presence of or exposure to asbestos or lead in any form, or to harmful substances emanating from asbestos or lead. This includes ingestion, inhalation, absorption, contact with, existence or presence of, or exposure to asbestos or lead and any consequential disease, malady or condition that may result therefrom. This section includes, but is not limited to:

a. The existence, installation, storage or handling or transportation of asbestos or lead, asbestos or lead products, asbestos or lead fibers or dust;
b. The removal, abatement or containment of asbestos or lead, asbestos or lead products, asbestos or lead-containing material, asbestos or lead fibers or dust from any structures, materials, goods, products or manufacturing process;
c. The disposal of asbestos or lead;
d. Any structures, manufacturing processes, or products containing asbestos or lead;
e. Any obligation to share **DAMAGES** with or repay someone else who must pay **DAMAGES** because of such injury or damage; or
f. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above.

This exclusion applies regardless of who manufactured, produced, installed, used, owned, sold, distributed handled, stored or controlled the asbestos or lead.

3. **Automobiles.** For **DAMAGES** arising of the ownership, maintenance or use, including loading and unloading, of **AUTOMOBILES**.

4. **Contractual Liability. BODILY INJURY** or **PROPERTY DAMAGE** for which the **NAMED MEMBER** is obligated to pay **DAMAGES** by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for **DAMAGES**:

a. That the **NAMED MEMBER** would have in the absence of the contract or agreement; or
b. Assumed in a contract or agreement that is a **NAMED MEMBER CONTRACT**, provided the **BODILY INJURY** or **PROPERTY DAMAGE** occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in a **NAMED MEMBER CONTRACT**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than a **COVERED PARTY** are deemed to be **DAMAGES** because of **BODILY INJURY** or **PROPERTY DAMAGE**, provided:
    (1) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same **NAMED MEMBER CONTRACT**; or
    (2) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which **DAMAGES** to which this MOC applies are alleged.

5. Damage to or destruction of property of a **COVERED PARTY**.

6. **EMPLOYEE Injury.** For **DAMAGES** or premises **MEDICAL PAYMENTS** to **EMPLOYEES** of the **NAMED MEMBER** injured in the course and scope of their employment. This includes any consequential **BODILY INJURY** to the **EMPLOYEE's** family members.

7. **Intended or Expected Injury or Damage. BODILY INJURY**, **PROPERTY DAMAGE**, or **PERSONAL INJURY** which the **COVERED PARTY** intended or expected; unless resulting from corporal punishment (unless providing coverage for corporal punishment is prohibited by law).

8. **Medical Malpractice.** Any **CLAIM** arising out of Hospital/Clinic Malpractice; but not to exclude **INCIDENTAL MEDICAL MALPRACTICE**.

9. **ORGANIC PATHOGENS.** Any **ORGANIC PATHOGEN CLAIM**. This exclusion does not apply to **BODILY INJURY** or **PROPERTY DAMAGE** arising from food products provided by or on behalf of the **NAMED MEMBER**.

10. **Pollution.** This MOC does not cover any injury, loss, damage, costs, fines, penalties, or expenses of any kind directly or indirectly arising out of the actual, alleged or threatened existence, discharge, dispersal,

release or escape of **POLLUTANTS**:

a. At or from **PREMISES** that a **NAMED MEMBER** now, or in the past, has owned, rented, or occupied, including, but not limited to, **PREMISES** that a **NAMED MEMBER** has operated or managed as an involuntary possessor;
b. At or from any site or location used by or for a **NAMED MEMBER** or others for the handling, storage, disposal, processing or treatment of waste at any time;
c. Which at any time involve the transportation, handling, storage, treatment, disposal, or processing by or for a **NAMED MEMBER** or any person or organization for whom a **NAMED MEMBER** may be legally responsible;
d. At or from any site or location on which a **NAMED MEMBER** or any contractors or subcontractors working directly or indirectly on a **NAMED MEMBER's** behalf are performing operations:
    (1) If the **POLLUTANTS** are brought on or to the **PREMISES,** site or location in connection with such operations by the **NAMED MEMBER**, contractor or subcontractor;
    (2) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the **POLLUTANTS**; or
    (3) Whether caused or alleged to have been caused by the **NAMED MEMBER** or any other person, entity, or third-party, however characterized.

In addition, this MOC does not cover any loss, costs, expenses, fines, or penalties arising out of any direction, request, or order of any governmental agency, court of law, or other authority, that the **NAMED MEMBER** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of **POLLUTANTS**, including any and all costs or attorney's fees associated therewith.

This MOC does not cover **CLAIMS** or **SUITS** arising out of the failure of the **NAMED MEMBER** to prevent or regulate **POLLUTANTS** generated or caused by any other person, entity, or third-party, however characterized. This exclusion does not apply to:

a. **BODILY INJURY** or **PROPERTY DAMAGE** arising out of heat, smoke or fumes from **HOSTILE FIRE**;
b. **BODILY INJURY** or **PROPERTY DAMAGE** arising out of the use, handling, storage, discharge, dispersal, release or escape of chemicals when introduced by a **NAMED MEMBER** into the **NAMED MEMBER's** drinking water system solely for the purpose of purifying or treating such drinking water; provided that the chemicals' generally accepted use is for the purification or treatment of drinking water;
c. **BODILY INJURY** or **PROPERTY DAMAGE** arising out of the use, handling, storage, discharge, dispersal, release or escape of chemicals when used in the day-to-day operation and/or maintenance of swimming pools owned or operated by a **NAMED MEMBER**; provided that the chemicals' generally accepted use is for the operation/maintenance of swimming pools;
d. **BODILY INJURY** or **PROPERTY DAMAGE** arising out of the use, handling, storage, discharge, dispersal, release or escape of chemicals when used in the day-to-day maintenance of **NAMED MEMBER's** building or premises;
e. **BODILY INJURY** or **PROPERTY DAMAGE** arising out of the discharge, dispersal, release**,** escape, seepage, migration, directly from parts of **MOBILE EQUIPMENT** designed by its manufacturer to hold, store, receive or dispose of such **POLLUTANTS**;
f. **BODILY INJURY** or **PROPERTY DAMAGE** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of chemicals, but only while such chemicals are used as part of a **NAMED MEMBER's** curriculum for educational purposes;
g. Herbicide or pesticide spraying, if the operations meet all standards of and comply with any statute, ordinance, regulation or license requirement of any Federal, State or local government; or
h. The reverse flow of sewage into any building from a sewage facility, conduit or sanitary sewer that the **NAMED MEMBER** owns, operates, rents or maintains.

11. **Products-Completed Operations.** **BODILY INJURY** or **PROPERTY DAMAGE** arising from **YOUR WORK** or **YOUR PRODUCTS** in:

a. Construction of a building from the ground up; or
b. The repair or renovation of a structure, including but not limited to structural alterations.

Exceptions: **CCS JPA** will cover **BODILY INJURY** and/or **PROPERTY DAMAGE** arising from **YOUR WORK** or **YOUR PRODUCT** under the following circumstances:

a. The performance of general maintenance duties at premises leased or temporarily occupied by the **NAMED MEMBER**, when required under written contract or agreement;

b. The performance of repair and/or renovation work at premises owned by the **NAMED MEMBER**, or when such repair or renovation is required or permitted by a **NAMED MEMBER** under a written contract or agreement and the costs or expenses related to such work does not exceed $200,000;

c. Construction from the ground up, renovation or installations by a **COVERED PARTY** with costs that exceed $200,000 if such work is scheduled with **CCS JPA** and required or permitted under a written contract or agreement. The coverage provided by this subsection c. shall be excess of any coverage maintained by the contractor(s) performing work under the written contract or agreement.

12. **WATERCRAFT.** Liability arising out of the ownership, maintenance or operation, including loading or unloading, of **WATERCRAFT** 26 feet in length or more. This exclusion shall not apply to:

a. Rowing and sculling shells regardless of length.

GENERAL LIABILITY DEFINITIONS

IN THE EVENT THE GENERAL LIABILITY DEFINITIONS CONFLICT WITH ANY OTHER DEFINITIONS IN THIS MOC, THE DEFINITIONS FOR THIS GENERAL LIABILITY SECTION SHALL PREVAIL:

1. **ARMED ASSAILANT** means a person or group of persons actively engaged in acts with the intent to cause serious **BODILY INJURY** and/or property damage by use of a weapon on or about the **NAMED MEMBER's PREMISES**, or during activities authorized by the **NAMED MEMBER** away from the **NAMED MEMBER's PREMISES.**

2. **CLAIM** means a demand received by a **NAMED MEMBER** for **DAMAGES** arising out of an **OCCURRENCE**. No **CLAIM** exists where the only **DAMAGES** sought or demanded are costs of **SUIT** and/or attorney's fees.

3. **FIRST AID** means the rendering of emergency medical treatment at the time of an **ACCIDENT** by a **COVERED PARTY**. For the purposes of this MOC, **FIRST AID** shall mean:

a. Using a non-prescription medication;

b. Cleaning, flushing, or soaking wounds on the surface of the skin;

c. Using wound coverings, such as bandages or gauze pads;

d. Using hot or cold therapy;

e. Using any non-rigid means of support, such as elastic bandages, wraps, non-rigid back belts, and similar items;

f. Using temporary immobilization devices while transporting an injured person;

g. Using eye patches;

h. Removing foreign bodies from the eye using only irrigation;

i. Removing splinters or foreign material from areas other than the eye by irrigation, tweezers, cotton swabs, or other simple means;

j. Using finger guards;

k. Drinking fluids for relief of heat stress; or

l. Cardiopulmonary Resuscitation (CPR).

4. **HOSTILE FIRE** means a fire that becomes uncontrollable or expands outside its intended boundaries.

5. **INCIDENTAL MEDICAL MALPRACTICE** means **BODILY INJURY** or **PERSONAL INJURY** arising out

of the rendering of or failure to render emergency and/or **FIRST AID** medical services and the dispensing of medication and/or administering School Health Office Services that are preventative in nature and do not require advanced medical diagnosis, and where there are no overnight stays in a medical facility. As used herein, School Health Office Services shall mean the following:

a. Assessment of health complaints, medication administration, and care for students with special health care needs;
b. A system for managing emergencies and urgent situations;
c. Mandated health screening programs, verification of immunizations, and infectious disease training;
d. Identification and management of students' chronic health care needs that affect educational achievement; or
e. Services mandated by State and Federal law.

However, **INCIDENTAL MEDICAL MALPRACTICE** does not include professional services provided by:

a. A hospital, clinic, or emergency room facility;
b. A physician, physician's assistant, nurse practitioner, chiropractor, resident, extern, or intern;
c. A psychiatrist;
d. A pharmacist; or
e. A dentist, orthodontist, or periodontist.

This exclusion does not apply to medical services required to be performed by a physician or nurse practitioner while required to be in attendance at school athletic events or meets.

6. **LIQUOR LIABILITY** means liability arising out of selling, serving or distributing alcoholic beverages, or by reason of any local, State or Federal liquor control laws in force at the time of the **OCCURRENCE**.

7. **MEDICAL PAYMENTS** means reasonable expenses for **FIRST AID** at the time of an **ACCIDENT**, necessary medical, surgical, X-ray and dental services, ambulance, hospital, professional nursing and funeral services.

8. **PRODUCTS-COMPLETED OPERATIONS** means:
   a. All **BODILY INJURY** and **PROPERTY DAMAGE** occurring away from **PREMISES** that a **NAMED MEMBER** owns or rents and arising out of **YOUR PRODUCT** or **YOUR WORK** except:
      (1) Products that are still in your physical possession; or
      (2) Work that has not yet been completed or abandoned. However, **YOUR WORK** will be deemed completed at the earliest of the following times:
         (a) When all of the work called for in the **NAMED MEMBER's** contract has been completed;
         (b) When all of the work to be done at the job site has been completed if the **NAMED MEMBER's** contract calls for work at more than one job site; or
         (c) When that part of the work done at the job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

      Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
   b. Does not include **BODILY INJURY** or **PROPERTY DAMAGE** arising out of:
      (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by a **NAMED MEMBER**, and that condition was created by the loading or unloading of that vehicle by any **COVERED PARTY**; or
      (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

9. **YOUR PRODUCT** means:
   a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
      (1) A **NAMED MEMBER**;
      (2) Others trading under a **NAMED MEMBER's** name; or
      (3) A person or organization whose business or assets a **NAMED MEMBER** has acquired; and

b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

YOUR PRODUCT includes:

a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **YOUR PRODUCT;** or
b. The providing of or failure to provide warnings or instructions.

YOUR PRODUCT does not include vending machines or other property rented to or located for the use of others but not sold.

10. **YOUR WORK** means:

a. Work or operations performed by the **NAMED MEMBER** or on the **NAMED MEMBER's** behalf; or
b. Materials, parts or equipment furnished in connection with such work or operations.

YOUR WORK Includes:

a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **YOUR WORK**; or
b. The providing or failure to provide warnings or instructions.

SECTION II EMPLOYEE BENEFITS LIABILITY

EMPLOYEE BENEFITS LIABILITY INSURING AGREEMENT

CCS JPA agrees, subject to the MOC limitations, exclusions, terms and conditions to pay on behalf of the **NAMED MEMBER** the benefit which should have been paid had the **NAMED MEMBER** not committed the **NEGLIGENT ACT**, **ERROR OR OMISSION** in the **ADMINISTRATION** of **EMPLOYEE BENEFITS PROGRAMS** committed by a **COVERED PARTY** during the **PERIOD OF COVERAGE** and subject to the **OCCURRENCE** limit of coverage shown in the SCHEDULE OF LIMITS.

With respect to a series of **NEGLIGENT ACTS,** errors or omissions by one or more **COVERED PARTIES**, the **NEGLIGENT ACT, ERROR OR OMISSION** shall be deemed to have been committed at the time of the first such acts or alleged acts.

EMPLOYEE BENEFITS LIABILITY EXCLUSIONS

IN THE EVENT THE EMPLOYEE BENEFITS LIABILITY EXCLUSIONS CONFLICT WITH ANY OTHER EXCLUSIONS IN THIS MOC, THE EXCLUSIONS FOR THIS EMPLOYEE BENEFITS LIABILITY SECTION SHALL PREVAIL:

1. **Other Coverage.** More specifically covered under any other Section of the MOC and/or any other coverage available to the **COVERED PARTY**.

2. **Advice.** Based upon advice given by the **NAMED MEMBER** to participate or not participate in any employee benefit plan or stock subscription plans.

3. **Contract Performance.** For failure of performance of a contract by any Insurer or Self Insurer.

4. **Discrimination.** Arising out of actual or alleged discrimination including, but not limited to, discrimination based on race or national origin, religion or creed, age, sex, physical disability, military status, or employment practices whether or not any of the foregoing violated any Federal, State or local government or regulation prohibiting such discrimination.

5. **Dishonest Acts.** Resulting from any **NEGLIGENT ACT**, **ERROR OR OMISSION** by, or at the direction of the **NAMED MEMBER** that are dishonest, fraudulent, criminal or malicious.

6. **ERISA.** Any **CLAIM** based upon the **NAMED MEMBER's** failure to comply with the Federal Employee Retirement Income Security Act of 1974 (ERISA), including subsequent amendments or any similar Federal, State, or local law(s) or regulations.

7. **Injury or Damage.** For **BODILY INJURY**, **PERSONAL INJURY**, or **PROPERTY DAMAGE**.

8. **Investments.** Based upon failure of investments, including but not limited to, stocks, bonds, funds, to perform as represented by the **NAMED MEMBER.**

9. **STRS and PERS.** Any **CLAIM** based upon the **NAMED MEMBER's** failure to comply with the rules promulgated under the laws and regulations of the State of California governing the adminstration of the California State Teachers Retirement System (STRS) or the California Public Employees' Retirement System (PERS), including subsequent amendments thereto.

EMPLOYEE BENEFITS LIABILITY DEFINITIONS

IN THE EVENT THE EMPLOYEE BENEFITS LIABILITY DEFINITIONS CONFLICT WITH ANY OTHER DEFINITIONS IN THIS MOC, THE DEFINITIONS FOR THIS EMPLOYEE BENEFITS LIABILITY SECTION SHALL PREVAIL:

1. **ADMINISTRATION** means:
    a. Informing **EMPLOYEES** with respect to **EMPLOYEE BENEFITS PROGRAMS**;
    b. Interpreting **EMPLOYEE BENEFITS PROGRAMS**; or
    c. Handling of records in connection with **EMPLOYEE BENEFITS PROGRAMS** and effecting enrollment, termination, or cancellation of **EMPLOYEES** under **EMPLOYEE BENEFITS PROGRAMS**.

    Provided all such acts are authorized by the **NAMED MEMBER**.

2. **CLAIM** means all notices or **SUITS** demanding payment of money based on, or arising from acts or omissions committed in the **ADMINISTRATION** of the **NAMED MEMBER's EMPLOYEE BENEFITS PROGRAMS** by a **COVERED PARTY**. No **CLAIM** exists where the only **DAMAGES** sought or demanded are costs of **SUIT** and/or attorney's fees.

3. **EMPLOYEE BENEFITS PROGRAMS** means group life insurance, group accident or health insurance, profit sharing plans, employee savings and investment plans, employee stock subscription plans, travel or vacation plans, workers' compensation, unemployment insurance, social security, disability benefits insurance, employee welfare benefit plans and welfare plans, and any other similar **EMPLOYEE BENEFITS PROGRAMS**.

SECTION III EDUCATOR'S LEGAL LIABILITY

EDUCATOR'S LEGAL LIABILITY INSURING AGREEMENT

CCS JPA agrees, subject to the MOC limitations, exclusions, terms and conditions to pay on behalf of the **NAMED MEMBER** all sums which the **NAMED MEMBER** is legally obligated to pay because of a **WRONGFUL ACT** committed during the **PERIOD OF COVERAGE** and subject to the **OCCURRENCE** limit of coverage shown in the SCHEDULE OF LIMITS.

All **CLAIMS** or **SUITS** arising out of a single **WRONGFUL ACT** or a series of related **WRONGFUL ACTS** shall be treated as a single **OCCURRENCE**. Inclusion herein of more than one **COVERED PARTY** or the making of more than one **CLAIM** or the bringing of **SUITS** by more than one person or organization shall not operate to increase the **OCCURRENCE LIMIT**. With respect to a series of **WRONGFUL ACTS** by one or more **COVERED PARTIES**, the **WRONGFUL ACT** shall be deemed to have been committed at the time of the first such acts or alleged acts.

Individualized Education Program Legal Expenses.

1. **CCS JPA** agrees to reimburse the **NAMED MEMBER** those sums which the **NAMED MEMBER** incurred as legal expenses in defense of due process administrative hearings (including mediation proceedings) arising out of any actual or alleged violation, dispute or disagreement with the terms of an Individualized Education Program (IEP) during the **PERIOD OF COVERAGE** and subject to the sub-limit of coverage shown in the SCHEDULE OF LIMITS. Upon the **NAMED MEMBER's** receipt of notice of a **CLAIM,** or of circumstances that may reasonably result in a **CLAIM**, **NAMED MEMBER** shall immediately notify **CCS JPA. CCS JPA** retains the exclusive right to evaluate the reasonableness of legal expenses for reimbursement incurred by the **NAMED MEMBER**. Reimbursement of final legal expenses shall be applicable to those expenses incurred on or after the date **CCS JPA** receives written notice of the **CLAIM**.

2. Plaintiff legal expenses that become the obligation of the **NAMED MEMBER** in conjunction with a settlement agreement are limited to $7,500.00 each **CLAIM** and shall not operate to increase the IEP Defense Sublimit as stated in the SCHEDULE OF LIMITS.

EDUCATOR'S LEGAL LIABILITY EXCLUSIONS

IN THE EVENT THE EDUCATOR'S LEGAL LIABILITY EXCLUSIONS CONFLICT WITH ANY OTHER EXCLUSIONS IN THIS MOC, THE EXCLUSIONS FOR THIS EDUCATOR'S LEGAL LIABILITY SECTION SHALL PREVAIL:

1. **Other Coverage.** More specifically covered under any other Section of the MOC and /or any other coverage available to the **COVERED PARTY**.

2. **Consultation or Opinion.** Any **CLAIM** based upon or attributable to the rendering or failure to render any opinion, treatment, consultation or service unless acting within the scope of their duties as a **COVERED PARTY**.

3. **Contractual.** Any **CLAIM** alleging, based upon, arising out of or attributable to breach of any express, implied, actual or constructive contract, agreement, warranty, guarantee or promise (including, but not limited to, employment contract, salary, back wages or salary differentials or benefits arising therefrom), unless liability would have attached to the **NAMED MEMBER** even in the absence of such contract, agreement, warranty, guarantee or promise.

4. **Cross Suits.** Any **CLAIM** brought as a counter **CLAIM** by a **COVERED PARTY** against any other **COVERED PARTY**.

5. **Discrimination.** Arising out of actual or alleged discrimination including, but not limited to, discrimination

based on race or national origin, religion or creed, age, sex, physical disability, military status, or employment practices whether or not any of the foregoing violated any Federal, State or local government or regulation prohibiting such discrimination; except where such actual or alleged discrimination arises out of a due process violation under the coverage provided in the Insuring Agreement in paragraph 2 of this section.

6. **Dishonest Acts.** Resulting from any **NEGLIGENT ACT or ERROR OR OMISSION** by, or at the direction of the **NAMED MEMBER** that are dishonest, fraudulent, criminal or malicious.

7. **Injury or Damage.** For **BODILY INJURY**, **PERSONAL INJURY** or **PROPERTY DAMAGE**.

EDUCATOR'S LEGAL LIABILITY DEFINITIONS

IN THE EVENT THE EDUCATOR'S LEGAL LIABILITY DEFINITIONS CONFLICT WITH ANY OTHER DEFINITIONS IN THIS MOC, THE DEFINITIONS FOR THIS EDUCATOR'S LEGAL LIABILITY SECTION SHALL PREVAIL:

1. **CLAIM** means a demand received by a **NAMED MEMBER** for **DAMAGES** alleging a **WRONGFUL ACT** by a **COVERED PARTY**. No **CLAIM** exists where the only **DAMAGES** sought or demanded are costs of **SUIT** and/or attorney's fees.
2. **EDUCATOR'S LEGAL LIABILITY** means non-**BODILY INJURY**, non-**PERSONAL INJURY** and non **PROPERTY DAMAGE** claims arising out of the **ERROR OR OMISSION** of a **NAMED MEMBER**'s administrators, teachers, staff members or **VOLUNTEERS**. As used in this MOC, **EDUCACTOR'S LEGAL LIABILITY** does not include **DIRECTORS AND OFFICERS LIABILITY** or **EMPLOYMENT PRACTICES LIABILITY**.

SECTION IV SEXUAL ABUSE LIABILITY

SEXUAL ABUSE LIABILITY INSURING AGREEMENT

CCS JPA agrees, subject to the MOC limitations, exclusions, terms and conditions:

To pay on behalf of the **NAMED MEMBER** all sums for which the **NAMED MEMBER** becomes legally obligated to pay as **DAMAGES** for **SEXUAL ABUSE** arising out of an **OCCURRENCE** during the **PERIOD OF COVERAGE** and subject to the **OCCURRENCE** limit of coverage shown in the SCHEDULE OF LIMITS.

NAMED MEMBER shall comply with the annual Child Abuse Mandated Reporter Training as mandated by the State of California and required **SEXUAL ABUSE** Prevention Training provided by **CCS JPA. NAMED MEMBER**, its **EMPLOYEES**, and student teachers shall cooperate with **CCS JPA** to schedule **SEXUAL ABUSE** Prevention Training which must be completed no later than 90 days from the date the **NAMED MEMBER's PERIOD OF COVERAGE** begins. Thereafter, compliance with the **SEXUAL ABUSE** Prevention Training shall be required during every other **PERIOD OF COVERAGE**. Upon confirmation of successful completion of the required **SEXUAL ABUSE** Prevention Training, CCS JPA shall issue an endorsement to the **NAMED MEMBER**'s coverage document. Successful completion shall mean the completion of Sexual Abuse Prevention Training by more than 90% of **NAMED MEMBER's EMPLOYEES** and Student Teachers. Any new **EMPLOYEE** or Student Teacher of a **NAMED MEMBER** shall complete the Sex Abuse Prevention Training within 42 days of his or her date of hire. If a **SEXUAL ABUSE CLAIM** is made, or suit is brought, involving an **EMPLOYEE** or student teacher of a **NAMED MEMBER** who fails to obtain the endorsement described above confirming completion within the applicable time frame, such **NAMED MEMBER** shall be deemed non-compliant and its **DEDUCTIBLE** shall be increased to One Hundred Thousand Dollars ($100,000).

Subject to all other MOC limitations, terms and conditions, with respect to any **CLAIM** or **SUIT** for **SEXUAL ABUSE**, **CCS JPA** will indemnify the **EMPLOYEE**, **VOLUNTEER** or official for all reasonable **DEFENSE COSTS** to the extent such **DEFENSE COSTS** are incurred prior to the date on which, by either agreement, admission, settlement or adjudication of a **CLAIM**, it is determined that the **EMPLOYEE**, **VOLUNTEER** or official committed an act of **SEXUAL ABUSE**. This coverage forms part of the overall **SEXUAL ABUSE LIABILITY** limit and is not in addition to the limits for this coverage section as stated in the SCHEDULE OF LIMTS.

All **CLAIMS** based on or arising out of the same **SEXUAL ABUSE** or a series of related **SEXUAL ABUSES** by one or more persons shall be deemed one **OCCURRENCE,** regardless of:

1. The number of persons **SEXUALLY ABUSED**;

2. The number of locations where the **SEXUAL ABUSE** occurred;

3. The number of acts of **SEXUAL ABUSE** prior to or after the first **CLAIM** is made; or

4. The period of time over which the **SEXUAL ABUSE** took place, whether the **SEXUAL ABUSE** is during, before or after the **PERIOD OF COVERAGE.**

SEXUAL ABUSE LIABILITY EXCLUSIONS

IN THE EVENT THE SEXUAL ABUSE LIABILITY EXCLUSIONS CONFLICT WITH ANY OTHER EXCLUSIONS IN THIS MOC, THE EXCLUSIONS FOR THIS SEXUAL ABUSE LIABILITY SECTION SHALL PREVAIL:

1. **Other Coverage.** More specifically covered under any other Section of the MOC and/or any other coverage available to the **COVERED PARTY**;

2. **Injury or Damage.** For **BODILY INJURY** or **PERSONAL INJURY** other than as a direct result of **SEXUAL ABUSE**.

SEXUAL ABUSE DEFINITIONS

IN THE EVENT THE SEXUAL ABUSE LIABILITY DEFINITIONS CONFLICT WITH ANY OTHER DEFINITIONS IN THIS MOC, THE DEFINITIONS FOR THIS SEXUAL ABUSE LIABILITY SECTION SHALL PREVAIL:

1. **CLAIM** means all notices or **SUITS** demanding payment of money based on or arising out of the same **SEXUAL ABUSE** or series of **SEXUAL ABUSES** by one or more persons. No **CLAIM** exists where the only **DAMAGES** sought or demanded are costs of **SUIT** and/or attorney's fees.

2. **SEXUAL ABUSE** means any actual, attempted or alleged criminal sexual conduct toward a **NAMED MEMBER'S** student or a minor child in the care, custody, and control of the **NAMED MEMBER** by another person or persons acting in concert, regardless of whether criminal charges or proceedings are brought, which causes **BODILY INJURY**. **SEXUAL ABUSE** also includes actual, attempted or alleged criminal acts, sexual molestation, sexual assault, sexual misconduct, sexual exploitation or sexual injuries.

SECTION V LAW ENFORCEMENT ACTIVITIES LIABILITY

LAW ENFORCEMENT ACTIVITIES LIABILITY INSURING AGREEMENTS

CCS JPA agrees, subject to the MOC limitations, exclusions, terms and conditions to pay on behalf of the **NAMED MEMBER** all sums which the **NAMED MEMBER** is legally obligated to pay by reason of the liability imposed upon the **NAMED MEMBER** by law for **DAMAGES** arising out of **PERSONAL INJURY, BODILY INJURY** or **PROPERTY DAMAGE** or the loss of use thereof, arising out of or resulting from **LAW ENFORCEMENT ACTIVITIES**, including **INCIDENTAL MEDICAL MALPRACTICE** arising out of **LAW ENFORCEMENT ACTIVITIES**, which occur during the **COVERAGE PERIOD** and subject to the **OCCURRENCE** limit of coverage shown in the SCHEDULE OF LIMITS.

Reimbursement of **DEFENSE COSTS** Incurred Prior to Denial or Declination of Coverage. With respect only to this Section V, **CCS JPA** agrees, subject to all other MOC limitations, terms and conditions, that as to any **CLAIM** or **SUIT** for which coverage is denied, **CCS JPA** will pay on behalf of the **NAMED MEMBER** for all reasonable **DEFENSE COSTS** to the extent such **DEFENSE COSTS** are incurred prior to the date on which said declination of coverage is communicated to the **NAMED MEMBER**.

LAW ENFORCEMENT ACTIVITIES LIABILITY COVERAGE EXTENSIONS

Subject to all other MOC limitations, terms and conditions, this Section V is extended to cover **BODILY INJURY**, **PERSONAL INJURY**, or **PROPERTY DAMAGE** resulting from **LAW ENFORCEMENT ACTIVITIES** due to the reasonable use of teargas, mace or similar substances by a **COVERED PARTY** within the scope of their employment by the **NAMED MEMBER**. This coverage extension applies only if the **NAMED MEMBER's** operations meet all the standards of any statute, ordinance, regulation or license requirement of any Federal, State or local government which apply to those operations.

LAW ENFORCEMENT ACTIVITIES LIABILITY EXCLUSIONS

IN THE EVENT THE LAW ENFORECEMENT ACTIVITIES LIABILITY EXCLUSIONS CONFLICT WITH ANY OTHER EXCLUSIONS IN THIS MOC, THE EXCLUSIONS FOR THIS LAW ENFORCEMENT ACTIVITIES LIABILITY SECTION SHALL PREVAIL:

1. **Other Coverage**. More specifically covered under any other Section of the MOC and/or any other coverage available to the **COVERED PARTY**.

2. Damage to or destruction of property of the **NAMED MEMBER**.

3. **Violation of Statutes or Intentional Act.** Any **CLAIM** or **SUIT** for **BODILY INJURY**, **PROPERTY DAMAGE**, or **PERSONAL INJURY**, including any award of attorneys' fees and costs, resulting from:
    a. Any knowing and intentional violation of any subsection of Title 42 of the U.S. Code, including but not limited to 42 U.S.C § 1981 thru 42 U.S.C. §1989 and 42 U.S.C. §1997;
    b. Any knowing and intentional deprivation of any rights protected under the United States Constitution or the Constitution of any State, Territory, or Protectorate of the United States;
    c. Any act which is not reasonably related to the execution and/or enforcement of Federal, State, or local law; or
    d. Any act committed with the knowledge and intent to cause **BODILY INJURY**, **PROPERTY DAMAGE**, or **PERSONAL INJURY**, or which could reasonably be expected to cause **BODILY INJURY**, **PROPERTY DAMAGE**, or **PERSONAL INJURY,** unless the act of the **COVERED PARTY** was reasonably necessary to lawfully prevent injury to persons or damage to property.

    However, Exclusion 3. shall not apply to any vicarious liability on the part of the **NAMED MEMBER** arising solely out of an act by any other **NAMED MEMBER** resulting from **LAW ENFORCEMENT ACTIVITIES** and excluded herein. This provision applies only to the liability of the **NAMED**

MEMBER to pay any settlement, verdict or judgment; providing that the sole liability imposed on the **NAMED MEMBER** does not arise from any contractual duty to pay on behalf of any other **NAMED MEMBER.**

4. The cost of any investigation, disciplinary or criminal proceedings against a **COVERED PARTY,** except that **CCS JPA** may, at its own option and expense, associate counsel in the defense of any such investigation, criminal or disciplinary proceeding. Should **CCS JPA** elect to associate counsel, such elections shall not constitute a waiver or estoppel of any rights **CCS JPA** may have pursuant to the terms, conditions, exclusions and limitations of this MOC.

5. Any claim arising from **WRONGFUL ACTS** except as provided under this Section for discrimination or violation of Civil Rights arising out of **LAW ENFORCEMENT ACTIVITIES**.

LAW ENFORCEMENT ACTIVITIES LIABILITY DEFINITIONS

IN THE EVENT THE LAW ENFORECEMENT ACTIVITIES LIABILITY DEFINITIONS CONFLICT WITH ANY OTHER DEFINITIONS IN THIS MOC, THE DEFINITIONS FOR THIS LAW ENFORCEMENT ACTIVITIES LIABILITY SECTION SHALL PREVAIL:

1. **CLAIM** means all notices or **SUITS** demanding the payment of money based upon, or arising out of, the same **OCCURRENCE** or a series of related **OCCURRENCES** by one or more **COVERED PARTIES**. No **CLAIM** exists where the only **DAMAGES** sought or demanded are costs of **SUIT** and/or attorney's fees;

2. **INCIDENTAL MEDICAL MALPRACTICE** means **BODILY INJURY** or **PERSONAL INJURY** arising out of the rendering of or failure to render emergency and/or **FIRST AID** medical services which shall be understood to include, but not limited to, the dispensing of medication and/or administering of inoculations and/or blood tests and the like (i.e. medicines/tests normally administered by a Healthcare Department that are preventative in nature and do not require advanced medical diagnosis) and where there are no overnight stays in a medical facility;

   However, **INCIDENTAL MEDICAL MALPRACTICE** does not include services provided by:
   a. A hospital, clinic, or emergency room facility;
   b. A physician, physician's assistant, nurse practitioner, chiropractor, resident, extern, or intern;
   c. A psychiatrist;
   d. A pharmacist; or
   e. A dentist, orthodontist, or periodontist.

   This exclusion does not apply to medical services required to be performed by a physician or nurse practitioner while required to be in attendance at school athletic events or meets.

3. **LAW ENFORCEMENT ACTIVITIES** means the activities of a **COVERED PARTY** authorized by the **NAMED MEMBER** to protect the premises and/or operations of the **NAMED MEMBER** with respect to the prevention and detection of crimes or violations of written policies established by the **NAMED MEMBER. LAW ENFORCEMENT ACTIVITIES** do not include **EMPLOYMENT PRACTICE VIOLATIONS**. In addition, with respect to **LAW ENFORCEMENT ACTIVITIES** only, **PERSONAL INJURY** also includes any injury (other than **BODILY INJURY** or **PROPERTY DAMAGE**) arising out of discrimination or violation of civil rights.

SECTION VI AUTOMOBILE

AUTOMOBILE LIABILITY INSURING AGREEMENT

CCS JPA agrees, subject to the MOC limitations, exclusions, terms and conditions to pay on behalf of the **NAMED MEMBER** all sums which the **NAMED MEMBER** is obligated to pay by reason of the liability imposed upon the **NAMED MEMBER** by law or assumed by the **NAMED MEMBER** under contract or agreement, for **DAMAGES** arising out of any **ACCIDENT** on account of **BODILY INJURY**, and/or **PROPERTY DAMAGE**, arising out of the ownership, maintenance or use of any **AUTOMOBILE**, during the **PERIOD OF COVERAGE** and subject to the **ACCIDENT LIMIT** of coverage shown in the SCHEDULE OF LIMITS.

AUTOMOBILE MEDICAL PAYMENTS. **CCS JPA** agrees, subject to the MOC limitations, terms and conditions, to pay on behalf of the **NAMED MEMBER** all reasonable **MEDICAL PAYMENTS** incurred by the **NAMED MEMBER** to others as are necessary at the time of an **OCCURRENCE** due to **BODILY INJURY** arising out of the use of any **AUTOMOBILE** and subject to the per person and **ACCIDENT LIMITS** of coverage shown in the SCHEDULE OF LIMITS.

UNINSURED MOTOR VEHICLE liability. **CCS JPA** agrees, subject to the MOC limitations, terms and conditions, to provide coverage for **ACCIDENTS** involving a third party operating an **UNINSURED MOTOR VEHICLE** and subject to the **ACCIDENT** limit of coverage shown in the SCHEDULE OF LIMITS.

Conformance with Statute: While a covered **AUTOMOBILE** is temporarily operated within the coverage **TERRITORY** but outside the State of California, **CCS JPA** will:

1. Provide the minimum amounts and types of other coverages, such as no-fault or Personal Injury Protection (PIP) required by the jurisdiction in which the covered **AUTOMOBILE** is being used.

AUTOMOBILES Owned by **EMPLOYEES** or **VOLUNTEERS**. An **AUTOMOBILE** owned by an **EMPLOYEE** or **VOLUNTEER** of the **NAMED MEMBER** is provided coverage afforded by this Section while the **AUTOMOBILE** is being used by an **EMPLOYEE** or **VOLUNTEER** while on official business of the **NAMED MEMBER**. Coverage provided by this Section shall be deemed excess to the coverage of the **EMPLOYEE'S** or **VOLUNTEER'S** personal coverage, which is deemed to be primary coverage regardless of any statutory provision. The intent of this coverage shall not be interpreted to extend coverage to an **AUTOMOBILE** owned by other public or private entities, which are made available to the **NAMED MEMBER**. For these non-owned **AUTOMOBILES**, the terms and conditions already contained in this MOC shall apply.

Non-owned and **HIRED AUTO.** This section also includes coverage for any **COVERED PARTY** using a **HIRED AUTOMOBILE** with the permission of the **NAMED MEMBER** and/or a non-owned **AUTOMOBILE** while on official business of the **NAMED MEMBER**.

AUTOMOBILE LIABILITY EXCLUSIONS

IN THE EVENT THE AUTOMOBILE LIABILITY EXCLUSIONS CONFLICT WITH ANY OTHER EXCLUSIONS IN THIS MOC, THE EXCLUSIONS FOR THIS AUTOMOBILE LIABILITY SECTION SHALL PREVAIL:

1. **Other Coverage.** More specifically covered under any other Section of the MOC and/or any other coverage available to the **COVERED PARTY**.

2. **Contractual Liability. BODILY INJURY** or **PROPERTY DAMAGE** for which the **NAMED MEMBER** is obligated to pay **DAMAGES** by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for **DAMAGES**:
    a. That the **NAMED MEMBER** would have in the absence of the contract or agreement; or
    b. Assumed in a contract or agreement that is a **NAMED MEMBER CONTRACT**, provided the **BODILY INJURY** or **PROPERTY DAMAGE** occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in a **NAMED MEMBER CONTRACT**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than

a **COVERED PARTY** are deemed to be **DAMAGES** because of **BODILY INJURY** or **PROPERTY DAMAGE**, provided:

(1) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same **NAMED MEMBER CONTRACT**; and

(2) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which **DAMAGES** to which this MOC applies are alleged.

3. **Employee Injury.** **DAMAGES** or **MEDICAL PAYMENTS** to **EMPLOYEES** of the **NAMED MEMBER** injured in the course and scope of their employment. This includes any consequential **BODILY INJURY** to the **EMPLOYEE's** family members. However, this exclusion does not apply to liability assumed under a **NAMED MEMBER CONTRACT**.

4. **Mexico**. **BODILY INJURY** or **PROPERTY DAMAGE** arising in Mexico.

5. **Mobile Equipment.** **DAMAGES** arising out of the ownership, maintenance or use, including loading and unloading, of **MOBILE EQUIPMENT**, unless such **MOBILE EQUIPMENT** is subject to financial responsibility laws at the time of the accident.

6. **Non-Compliance.** **DAMAGES** arising out of the ownership, maintenance or use of passenger vans with capacity of 12 or more passengers, including the driver, used for transporting students that are non-compliant with State and Federal law.

7. **Pollution**. For the investigation, defense, loss, including loss of use, **BODILY INJURY** or **PROPERTY DAMAGE** caused by the release, discharge, dispersal, seepage or migration of **POLLUTANTS** anywhere, anytime, in any way, whether accidental or intentional, sudden or intermittent or continuous:

a. That are, or that are contained, in any property that is:
   (1) Being transported or towed by, handled, or handled for movement into, onto or from, an **AUTOMOBILE**;
   (2) Otherwise in the course of transit by or on behalf of the **NAMED MEMBER**; or
   (3) Being stored, disposed of, treated or processed in or upon an **AUTOMOBILE**;

b. Before the **POLLUTANTS** or any property in which the **POLLUTANTS** are contained are moved from the place where they are accepted by the **NAMED MEMBER** for movement into or onto an **AUTOMOBILE**; or

c. After the **POLLUTANTS** or any property in which the **POLLUTANTS** are contained are moved from an **AUTOMOBILE** to the place where they are finally delivered, disposed of or abandoned by the **NAMED MEMBER**.

Except:
Paragraph a. of this exclusion does not apply to fuels, lubricants, fluids, exhaust gases or other similar **POLLUTANTS** that are needed for, or result from the normal electrical, hydraulic or mechanical functioning of an **AUTOMOBILE** or its parts, if:

a. The **POLLUTANTS** escape, seep, migrate, or are discharged, dispersed or released directly from an **AUTOMOBILE** part designed by its manufacturer to hold, store, receive or dispose of such **POLLUTANTS**; or

b. The **BODILY INJURY** or **PROPERTY DAMAGE** do not arise out of the operation of any equipment defined as **MOBILE EQUIPMENT**.

Paragraphs b. and c. of this exclusion do not apply to accidents that occur away from **PREMISES** owned by or rented to a **NAMED MEMBER** with respect to **POLLUTANTS** not in or upon an **AUTOMOBILE** if:

a. The **POLLUTANTS** or any property in which the **POLLUTANTS** are contained are upset, overturned or damaged as a result of the maintenance or use of an **AUTOMOBILE**; or

b. The discharge, dispersal, seepage, migration, release or escape of the **POLLUTANTS** is caused directly by such upset, overturn or damage.

7. **Racing.** **AUTOMOBILES** used in any professional or organized racing or demolition contest or stunting

activity, or while practicing for such contest or activity.

8. **Unauthorized Use.** **DAMAGES** arising out of the use of an **AUTOMOBILE** where such use is not authorized by the **NAMED MEMBER**.

9. **Certain Vehicles.** **DAMAGES** arising out of the ownership, maintenance or use of vehicles with less than or greater than four wheels while being used in student driver training programs.

AUTOMOBILE LIABILITY DEFINITIONS

IN THE EVENT THE AUTOMOBILE LIABILITY DEFINITIONS CONFLICT WITH ANY OTHER DEFINITIONS IN THIS MOC, THE DEFINITIONS FOR THIS AUTOMOBILE LIABILITY SECTION SHALL PREVAIL:

1. **AUTOMOBILE** means any land motor vehicle intended or designed for public road use, trailer or semi-trailer, including its equipment and any other equipment permanently attached thereto, but **AUTOMOBILE** does not include:
   a. The use of any trailer, semi-trailer, or commercial truck trailer for the hauling or transportation of commercial products for remuneration, including the use of such vehicles in a **NAMED MEMBER's** student-training program whether remuneration is received or not; or
   b. **MOBILE EQUIPMENT** unless the **MOBILE EQUIPMENT** is subject to financial responsibility laws at the time of the **ACCIDENT.** Self-propelled vehicles with the following types of permanently attached equipment are considered **AUTOMOBILES,** if the self-propelled vehicles are designed primarily for:
      (1) Snow removal;
      (2) Road maintenance, but not construction or resurfacing; or
      (3) Street cleaning.

      The following are not considered an **AUTOMOBILE** even if they are being towed by or carried on an **AUTOMOBILE**:
      (1) Watercraft, boat, or camping or travel trailer; or
      (2) **RECREATIONAL MOTOR VEHICLES**.

2. **CLAIM** means a demand received by a **NAMED MEMBER** for **DAMAGES** arising out of an **ACCIDENT** involving any covered **AUTOMOBILE**. No **CLAIM** exists where the only **DAMAGES** sought or demanded are costs of **SUIT** and/or attorney's fees.

3. **HIRED AUTOMOBILE** means only those **AUTOMOBILES** leased, hired, rented or borrowed by a **NAMED MEMBER**. This does not include any **AUTOMOBILES** leased, hired, rented or borrowed from another **NAMED MEMBER**.

4. **MEDICAL PAYMENTS** means reasonable expenses for **FIRST AID** at the time of an **ACCIDENT**, necessary medical, surgical, X-ray and dental services, ambulance, hospital, professional nursing and funeral services.

5. **MOBILE EQUIPMENT** means any of the following types of land vehicles, including any attached machinery or equipment:
   a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
   b. Vehicles maintained for use solely on or next to **PREMISES** the **NAMED MEMBER** owns or rents;
   c. Vehicles that travel on crawler treads;
   d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
      (1) Power cranes, shovels, loaders, diggers or drills; or
      (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in a., b., c., or d. above, that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
   (1) Air compressors, pumps and generators including spraying, welding, building, cleaning, geophysical exploration, lighting and well servicing equipment; or
   (2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c., or d. above, maintained primarily for purposes other than the lawful transportation of persons or cargo.

6. **RECREATIONAL MOTOR VEHICLE** means any motor vehicle designed for recreation, including those used off public roads, and camping or travel trailers. A motor vehicle that has been converted specifically for use as a classroom and which contains no built-in cooking or sleeping facilities, and is not utilized for student transportation is not a **RECREATIONAL MOTOR VEHICLE**.

7. **UNINSURED MOTOR VEHICLE** means the definition provided by each State's statute and includes underinsured motor vehicle, if included within the meaning of each State's statute.

AUTOMOBILE PHYSICAL DAMAGE INSURING AGREEMENT

CCS JPA agrees, subject to the MOC limitations, exclusions, terms and conditions to pay on behalf of the **NAMED MEMBER** for all risks of direct physical loss, for loss or damage occurring during the **COVERAGE PERIOD** to **AUTOMOBILES** owned by the **NAMED MEMBER** or for which the **NAMED MEMBER** has an obligation to provide coverage, wherever located, including the cost to rent an **AUTOMOBILE** of like kind as a result of the covered **PHYSICAL DAMAGE.**

AUTOMOBILE PHYSICAL DAMAGE CONDITIONS

Valuation: **CCS JPA** will pay on behalf of the **NAMED MEMBER** based on the lesser of the cost to repair the **AUTOMOBILE** or the **ACTUAL CASH VALUE** of the **AUTOMOBILE** at the time of loss. If the **ACTUAL CASH VALUE** is lesser than the cost to repair the **AUTOMOBILE** but the lease or loan obligation is greater than the **ACTUAL CASH VALUE**, then **CCS JPA** will pay the lesser of the cost to repair the **AUTOMOBILE** or the amount remaining on the lease or loan obligation at the time of loss.

Automatic Acquisition Clause: This coverage is automatically extended to cover additional **AUTOMOBILES** and/or interests of the **NAMED MEMBER**, usual and/or incidental to the operations of the **NAMED MEMBER**, and which are acquired, or for which the **NAMED MEMBER** becomes legally liable, during the **COVERAGE PERIOD** under this MOC.

However, **NAMED MEMBER** shall provide **CCS JPA** with a report of any such newly acquired **AUTOMOBILE** within ninety (90) days from the date the **NAMED MEMBER** acquires or becomes legally liable for the vehicle, provided that the vehicle is acquired or interests secured during the **PERIOD OF COVERAGE.**

AUTOMOBILE PHYSICAL DAMAGE EXCLUSIONS

IN THE EVENT THE AUTOMOBILE PHYSICAL DAMAGE EXCLUSIONS CONFLICT WITH ANY OTHER EXCLUSIONS IN THIS MOC, THE EXCLUSIONS FOR THIS AUTOMOBILE PHYSICAL DAMAGE SECTION SHALL PREVAIL:

1. **Other Coverage**. More specifically covered under any other Section of the MOC and/or any other coverage available to the **COVERED PARTY**.

2. Loss to any covered auto while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity, or while any covered auto is being prepared for such contest or activity.

3. Any **CLAIM** for **DAMAGES** arising out of the use of an **AUTOMOBILE** where such use is not authorized by the **NAMED MEMBER**.

4. Loss due and confined to:
    a. Wear and tear, freezing, mechanical or electrical breakdown; or
    b. Blowouts, punctures or other road damage to tires.

5. This MOC does not cover for loss to a covered auto due to diminution in value.

6. **Mexico. PROPERTY DAMAGE** arising in Mexico.

AUTOMOBILE PHYSICAL DAMAGE DEFINITIONS

IN THE EVENT THE AUTOMOBILE PHYSICAL DAMAGE DEFINITIONS CONFLICT WITH ANY OTHER DEFINITIONS IN THIS MOC, THE DEFINITIONS FOR THIS AUTOMOBILE PHYSICAL DAMAGE SECTION SHALL PREVAIL:

1. **ACTUAL CASH VALUE** means the cost to repair or replace covered property minus depreciation.

2. **AUTOMOBILE** means any land motor vehicle, trailer or semi-trailer, designed for travel on public roads or any other land vehicle that is subject to compulsory or financial responsibility law where it is licensed or principally garaged. **AUTOMOBILE** does not include **MOBILE EQUIPMENT;** however, self-propelled vehicles with the following types of permanently attached equipment are considered **AUTOMOBILES**, if the self-propelled vehicles are designed primarily for:
    a. Snow removal;
    b. Road maintenance, but not construction or resurfacing; or
    c. Street cleaning.

    The following are not considered an **AUTOMOBILE** even if they are being towed by or carried on an **AUTOMOBILE**:
    a. Watercraft, boat, or camping or travel trailer; or
    b. **RECREATIONAL MOTOR VEHICLES**.

3. **CLAIM** means a demand received by a **NAMED MEMBER** for **DAMAGES** arising out of an **ACCIDENT** involving a **NAMED MEMBER's AUTOMOBILE**.

    No **CLAIM** exists where the only **DAMAGES** sought or demanded are costs of **SUIT** and/or attorney's fees.

SECTION VII: EXCESS REINSURANCE

Excess Reinsurance is subject to the terms and conditions of the applicable underlying coverage areas and limits set forth in the SCHEDULE OF LIMITS. Excess Reinsurance shall apply to the following coverage areas:

SECTION I	GENERAL LIABILITY
SECTION II	EMPLOYEE BENEFITS LIABILITY
SECTION III	EDUCATOR'S LEGAL LIABILITY
SECTION IV	SEXUAL ABUSE LIABILITY
SECTION V	LAW ENFORCEMENT ACTIVITIES LIABILITY
SECTION VI	AUTOMOBILE LIABILITY

1. Excess Reinsurance does not apply to any sublimits in any coverage Section.

2. Excess Reinsurance is subject to all the terms, conditions and exclusions of the underlying coverage areas.

SECTION VIII: DIRECTORS AND OFFICERS, EMPLOYMENT PRACTICES AND FIDUCIARY LIABILITY

DIRECTORS AND OFFICERS LIABILITY, EMPLOYMENT PRACTICES LIABILITY and Fiduciary Liability policy with Scottsdale Insurance Company, Effective 7/1/20 - 7/1/2021, policy number EKS3337444 & EKS3337446.

Coverage for applicable self-insured retentions and/or deductibles follows the form of the above referenced policy, please refer to that policy for all terms, conditions, and exclusions.

The EMPLOYMENT PRACTICES LIABILITY AND DIRECTORS AND OFFICERS LIABILITY exclusions listed in this MOC are applicable until the limits of the policy issued by Scottsdale Insurance Company are exhausted. This MOC shall follow all coverage terms, conditions and exclusions set forth in the Scottsdale policy.

The per **OCCURRENCE DEDUCTIBLES** listed below are subject to the **NAMED MEMBER's** claim experience beginning five years prior to the inception of the **PERIOD OF COVERAGE** up to the date of loss.

DEDUCTIBLES:

0 Claims:	$15,000.00 per **OCCURRENCE**
1 Claim:	$25,000.00 per **OCCURRENCE**
2 Claims:	$50,000.00 per **OCCURRENCE**
3 or more Claims:	$100,000.00 per **OCCURRENCE**

SECTION IX WORKERS' COMPENSATION and EMPLOYER'S LIABILITY

WORKERS' COMPENSATION INSURING AGREEMENT

CCS JPA agrees to pay on behalf of the **NAMED MEMBER** those sums that the **NAMED MEMBER** shall become legally obligated to pay as a Qualified Self Insurer under **WORKERS' COMPENSATION LAW**, in the State of California, subject to the terms, conditions and exclusions of this MOC.

This coverage applies to **BODILY INJURY** by **ACCIDENT** or disease including resulting death, provided that:

1. The **BODILY INJURY** by **ACCIDENT** occurs during the **PERIOD OF COVERAGE**; or

2. The **BODILY INJURY** by disease is caused or aggravated by the conditions of employment by the **NAMED MEMBER**. The **EMPLOYEE's** last day of exposure to those conditions causing or aggravating such **BODILY INJURY** by disease while employed must occur during the **PERIOD OF COVERAGE**.

WORKERS' COMPENSATION EXCLUSIONS

IN THE EVENT THE WORKERS' COMPENSATION EXCLUSIONS CONFLICT WITH ANY OTHER EXCLUSIONS IN THIS MOC, THE EXCLUSIONS FOR THIS WORKERS' COMPENSATION SECTION SHALL PREVAIL:

1. **Other Coverage.** More specifically covered under any other Section of the MOC and/or any other coverage available to the **COVERED PARTY**.

2. Punitive or exemplary damages because of:

    a. **BODILY INJURY** by **ACCIDENT** or **BODILY INJURY** by disease sustained by any **EMPLOYEE**;
    b. The **NAMED MEMBER's** conduct or anyone acting for the **NAMED MEMBER** in investigations, defense or settlement of any **CLAIM** made pursuant to the **WORKERS' COMPENSATION LAW**;
    c. The **NAMED MEMBER's** serious or willful misconduct;
    d. The **NAMED MEMBER's** knowing employment of a person in violation of the law;
    e. The **NAMED MEMBER's** failure to comply with any health or safety law or regulation or any **WORKERS' COMPENSATION LAW**;
    f. The **NAMED MEMBER's** discharge, coercion or discrimination against any employee in violation of the law; or
    g. The **NAMED MEMBER's** failure to pay or delay in paying benefits pursuant to the **WORKERS' COMPENSATION LAW**.

3. Any payments made by the **NAMED MEMBER** arising out of operations for which the **NAMED MEMBER** has rejected any **WORKERS' COMPENSATION LAW**.

4. Any assessment made upon the **NAMED MEMBER**, whether imposed by statute, regulation or otherwise.

EMPLOYER'S LIABILITY INSURING AGREEMENT

CCS JPA agrees to pay for **DAMAGES** that the **NAMED MEMBER** shall become legally obligated to pay as a Qualified Self-Insurer of **EMPLOYER'S LIABILITY**, in the State of California, subject to the terms, conditions and exclusions of this MOC and subject to the **OCCURRENCE** limit of coverage shown in the SCHEDULE OF LIMITS.

This coverage applies to **BODILY INJURY** by **ACCIDENT** or disease which arises out of and in the course of the injured **EMPLOYEE's** employment by the **NAMED MEMBER**, provided that:

1. The **BODILY INJURY** by **ACCIDENT** occurs during the **PERIOD OF COVERAGE**; or

2. The **BODILY INJURY** by disease is caused or aggravated by the conditions of employment by the **NAMED MEMBER**. The **EMPLOYEE's** last day of exposure to those conditions causing or aggravating such

BODILY INJURY by disease while employed must occur during the **PERIOD OF COVERAGE** of this MOC and employment by the **NAMED MEMBER** is necessary or incidental to work conducted for the **MEMBER** in the state of hire, or as covered in the Section **OTHER STATES' WORKERS' COMPENSATION EXTENSION**.

EMPLOYER'S LIABILITY EXCLUSIONS

IN THE EVENT THE EMPLOYER'S LIABILITY EXCLUSIONS CONFLICT WITH ANY OTHER EXCLUSIONS IN THIS MOC, THE EXCLUSIONS FOR THIS WORKERS' COMPENSATION SECTION SHALL PREVAIL:

1. **Other Coverage**. More specifically covered under any other Section of the MOC and/or any other coverage available to the **COVERED PARTY**.

2. Liability assumed under contract or agreement.

3. **BODILY INJURY** arising from any activity involving aircraft owned, rented, leased, hired or borrowed by the **NAMED MEMBER.**

4. Punitive or exemplary **DAMAGES**.

5. **BODILY INJURY** to an employee while employed in violation of law with the **NAMED MEMBER's** actual knowledge or the actual knowledge of the **NAMED MEMBER's** executive officers.

6. **DAMAGES** arising out of operations for which the **NAMED MEMBER** or the **NAMED MEMBER's** supervisory personnel has:
    a. Violated or failed to comply with any **WORKERS' COMPENSATION LAW**;
    b. Rejected any **WORKERS' COMPENSATION LAW**; or
    c. Intentionally caused or aggravated **BODILY INJURY**.

7. Any obligation imposed by a **WORKERS' COMPENSATION**, occupational disease, unemployment compensation, or disability benefits law or any similar law.

8. **BODILY INJURY** intentionally caused or aggravated by the **NAMED MEMBER**.

9. **BODILY INJURY** occurring outside the United States, its territories or possessions, and Canada. This exclusion does not apply to **BODILY INJURY** to a citizen or resident of the United States or Canada, who is temporarily working outside of these countries for the **NAMED MEMBER**.

10. **DAMAGES** arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, disparagement, harassment, humiliation, discrimination, against, or termination of any **EMPLOYEE**, or any personnel practices, policies, acts or omissions.

11. Fines or penalties imposed for violation of Federal or State law.

OTHER STATES' WORKERS' COMPENSATION EXTENSION

This coverage extension applies in States other than the State of hire if an **EMPLOYEE** of the **NAMED MEMBER** is injured in such a State, and if the work of such injured **EMPLOYEE** of the **NAMED MEMBER** was within the scope of such **EMPLOYEE's** employment, at the direction of the **NAMED MEMBER**, and was temporary and transitory in such other State, provided the **NAMED MEMBER** is not insured or a Qualified Self-Insurer in such other State.

WORKERS' COMPENSATION and EMPLOYER'S LIABILITY DEFINITIONS

IN THE EVENT THE WORKERS' COMPENSATION and EMPLOYER'S LIABILITY DEFINITIONS CONFLICT WITH ANY OTHER DEFINITIONS IN THIS MOC, THE DEFINITIONS FOR THIS WORKERS'

COMPENSATION/EMPLOYER'S LIABILITY SECTION SHALL PREVAIL:

1. **ACCIDENT** means each **ACCIDENT** or **OCCURRENCE** or series of **ACCIDENTS** or **OCCURRENCES** arising out of any one event. Disease means an **ACCIDENT** only if it results in **BODILY INJURY** directly caused from that **ACCIDENT**.

2. **BODILY INJURY** means physical injury (including death) to any person, and any mental anguish or shock, sickness, disease, disability or death associated with or arising from such physical injury.

3. **CLAIM** means an **OCCURRENCE** for which a **NAMED MEMBER** seeks, or may seek, coverage under this MOC.

4 **DAMAGES** mean those amounts which the **NAMED MEMBER** is obligated to pay due to **BODILY INJURY** by **ACCIDENT** or disease for:

   a. which the **NAMED MEMBER** is liable to a third party by reason of a **CLAIM**, **SUIT**, or proceeding against the **NAMED MEMBER** to recover **DAMAGES** obtained from the third party;
   b. care and loss of services of an injured **EMPLOYEE** of the **NAMED MEMBER**; or
   c. **CONSEQUENTIAL** bodily injury to a spouse, child, parent, brother or sister of the injured **EMPLOYEE** of the **NAMED MEMBER**;

   Provided such **DAMAGES** in a., b., and c. above are the direct consequence of **BODILY INJURY** that arises out of and in the course of the injured **EMPLOYEE's** employment by the **NAMED MEMBER**;

   d. **BODILY INJURY** to an **EMPLOYEE** of the **NAMED MEMBER** arising out of and in the course of employment, claimed against the **NAMED MEMBER** in a capacity other than as employer.

5. **DEDUCTIBLE** means that portion of the loss for which the **NAMED MEMBER** is responsible, subject to all the terms and conditions of this MOC.

6. **EMPLOYEE** means a current or former elected or appointed official, or a person employed or formerly employed for wage or salary, while acting the course and scope of their duties for the **NAMED MEMBER**. The term **EMPLOYEE** shall not mearn a **VOLUNTEER** or any person acting in the capacity of a broker, commission merchant, consignee, contractor, independent contractor or their agent, representatove or employee.

7. **MEMBER** means not only the **NAMED MEMBER** as stated on the DECLARATIONS page, but also includes past, present or future officials, members of boards or commissions, trustees, directors, officers, partners, student teachers, or employees of the **NAMED MEMBER** while acting within the scope of their duties as such, and any person, organization, trustee or estate to whom the **NAMED MEMBER** is obligated by virtue of a written contract or agreement to provide coverage such as is offered by this MOC, but only in respect of operations by or on behalf of the **NAMED MEMBER**. **MEMBER** does not include a sposnoring district of a **NAMED MEMBER**, unless obligated by virtue or written contract or agreement to provide insurance or coverage such as is offered by this MOC.

8. **NAMED MEMBER** means the charter school listed in Item I on the DECLARATIONS page of this MOC.

9. **SUIT** means a civil proceeding in which **BODILY INJURY** is alleged. **SUIT** includes:

   a. An arbitration proceeding in which such **BODILY INJURY** is claimed and to which the **NAMED MEMBER** must submit; or
   b. Any other alternative dispute resolution proceeding in which such **BODILY INJURY** is claimed and to which the **NAMED MEMBER** submits with **CCS JPA's** consent.

10. **PERIOD OF COVERAGE** means the length of time that the MOC is in effect as stated in Item II on the Decleration page of this MOC.

11. **WORKERS' COMPENSATION LAW** means the workers' compensation law or occupational disease law of

each State of hire, or as covered under this Section. It includes any amendments to those laws which are in effect during the **PERIOD OF COVERAGE**. It does not include provisions of any law that provides non-occupational disability benefits.

SECTION X CRIME

CRIME INSURING AGREEMENT

CCS JPA agrees, subject to the terms, conditions, limitations and exclusions of this MOC, to pay for loss or damage caused in each of the coverage sections stated below.

MONEY AND SECURITIES INSURING AGREEMENT

CCS JPA will indemnify the **NAMED MEMBER** for loss of **MONEY** or **SECURITIES** owned by the **NAMED MEMBER** or for which the **NAMED MEMBER** is liable as a direct result of loss or damage caused by the Perils Covered occurring during the **PERIOD OF COVERAGE** while inside the **PREMISES** or in **BANKING PREMISES**.

1. **Perils Covered:**
    a. **THEFT**;
    b. Disappearance; or
    c. Destruction.

2. **Coverage Extension: CCS JPA** will indemnify the **NAMED MEMBER** under this Section for:
    a. Damage to a safe, vault, cash register, cash box or cash drawer located inside the **PREMISES** resulting directly from an actual or attempted **THEFT** of; or unlawful entry into such containers;
    b. Loss of **MONEY** or **SECURITIES** outside the **PREMISES** in the care and custody of a **MESSENGER**;
    c. Loss of **MONEY** or **SECURITIES** outside the **PREMISES** in the care and custody of an armored vehicle company. However, the **NAMED MEMBER** will be indemnified only to the amount of loss; or
    d. that the **NAMED MEMBER** cannot recover:
        (1) Under the **NAMED MEMBER's** contract with the armored motor vehicle company; or
        (2) From any coverage or indemnity carried by or for the benefit of customers of the armored motor vehicles company.

MONEY AND SECURITIES EXCLUSIONS

In addition to CRIME EXCLUSIONS, and the GENERAL EXCLUSIONS, there is no coverage under **MONEY AND SECURITIES** for:

1. Loss of **MONEY** or **SECURITIES** after they have been transferred or surrendered to a person or place outside the **PREMISES** based upon unauthorized instructions or as a result of a threat of bodily harm or damage to any property;
    a. But, this exclusion does not apply to loss of **MONEY** or **SECURITIES** while outside the **PREMISES** or in **BANKING PREMISES** or in the care and custody of a **MESSENGER** if the **NAMED MEMBER**:
        (1) Had no knowledge of any threat at the time the conveyance began; or
        (2) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat;

2. Loss resulting from the giving or surrendering of property in any exchange or purchase;

3. Loss of property in any money operated device unless the amount of money deposited in it is recorded by a continuous recording instrument in the device; or

4. Loss resulting from **DISHONEST ACTS** of any of **NAMED MEMBER's EMPLOYEES**.

COMPUTER AND FUNDS TRANSFER FRAUD INSURING AGREEMENT

CCS JPA will indemnify the **NAMED MEMBER** for:

1. **Perils Covered:**
    a. **Electronic Data.** Loss resulting directly from a fraudulent:
        (1) Entry of electronic data or computer program information;
        (2) Change of electronic data or computer program within any computer system owned, leased or operated by the **NAMED MEMBER**, provided the fraudulent entry or fraudulent change causes:
            a. **MONEY, SECURITIES** or **OTHER PROPERTY** to be transferred, paid or delivered; or
            b. **NAMED MEMBER** account at a financial institution to be debited or deleted.

2. **Fraudulent Instruction.** Loss resulting directly from a fraudulent instruction directing a financial institution to debit the **NAMED MEMBER's** transfer account and transfer pay or deliver **MONEY** or **SECURITIES** from that account. **CCS JPA's** obligation to indemnify the **NAMED MEMBER** under this coverage shall not exceed $100,000 per **CLAIM** and in the **AGGREGATE**, which shall not operate to increase the **CRIME** limits, as stated in the SCHEDULE OF LIMITS.

   Fraudulent entry or fraudulent change of electronic data or computer program or fraudulent instruction received from a computer software contractor who has a written agreement with a **NAMED MEMBER** to design, implement or service computer programs for a computer system included under this coverage Section.

3. **Data Security Breach**. Fees, costs, fines, penalties and other expenses incurred by the **NAMED MEMBER** which are related to the access to or disclosure of another person's or organization's confidential or personal information including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

COMPUTER AND FUNDS TRANSFER FRAUD EXCLUSIONS

In addition to CRIME EXCLUSIONS, and the GENERAL EXCLUSIONS, there is no coverage under COMPUTER AND FUNDS TRANSFER FRAUD for:

1. **Credit Card, Charge Card or Improper Telephone Use:**
    a. Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards;
    b. Loss resulting from the improper use of mobile phone devices or unauthorized charges resulting from phone use for voice, mail or text sending or receiving.

2. **Exchanges or Purchases:** Loss resulting from the giving or surrendering of property in any exchange or purchase.

FORGERY OR ALTERATION INSURING AGREEMENT

CCS JPA will indemnify the **NAMED MEMBER** for loss involving **INSTRUMENTS** resulting directly from the Perils covered, occurring during the **PERIOD OF COVERAGE**.

1. **Property Covered: INSTRUMENTS**.

2. **Perils Covered:** Forgery or alteration of, on, or in any **INSTRUMENT**.

3. **Coverage Extension: CCS JPA** will indemnify the **NAMED MEMBER** under this Section for loss due to the **NAMED MEMBER's** good faith acceptance of:

a. Any United States or Canadian post office, express company, or national or state (or Canadian) chartered bank money order that is not paid upon presentation to the issuer;
b. Counterfeit United States or Canadian paper currency; or
c. In exchange for merchandise, money or services or as part of a normal business transaction.

4. Facsimile signatures**:** Mechanically reproduced facsimile signatures will be treated the same as handwritten signatures.

FORGERY OR ALTERATION EXCLUSIONS

In addition to CRIME EXCLUSIONS, and the GENERAL EXCLUSIONS, there is no coverage under FORGERY OR ALTERATION for:

1. Loss resulting from **DISHONEST ACTS** of any of the **NAMED MEMBER's EMPLOYEES**.

EMPLOYEE DISHONESTY INSURING AGREEMENT

CCS JPA will indemnify the **NAMED MEMBER** for the loss of or damage to Real or Business Personal Property, including **MONEY** and **SECURITIES**, and **INSTRUMENTS** owned or held by the **NAMED MEMBER**, or for which the **NAMED MEMBER** is liable.

1. **Property Covered:** Real or Business Personal Property, including **MONEY** and **SECURITIES** and **INSTRUMENTS** owned or held by the **NAMED MEMBER**, or for which the **NAMED MEMBER** is liable.

2. **Perils Covered:** Direct loss of or damage to property covered resulting from **DISHONEST ACTS** committed by any of the **NAMED MEMBER's EMPLOYEES**, acting alone or in collusion with other persons, which occur within the **COVERAGE PERIOD**.

3. **Coverage Extension: CCS JPA** will indemnify the **NAMED MEMBER** under this Section for:
   a. Loss caused to the **NAMED MEMBER** through failure of any of the **NAMED MEMBER's EMPLOYEES,** acting alone or in collusion with others, to perform faithfully his duties or to account properly for all monies and property received by virtue of his position of employment.
   b. Loss of or damage to **MONEY AND SECURITIES** and other property resulting directly from fraudulent or dishonest acts committed by a fiduciary of an **EMPLOYEE BENEFIT PLAN**, including but not limited to ERISA plans, whether the plan is specifically identified in this MOC or not, while acting alone or in collusion with other persons.

4. **DEDUCTIBLE.**

   The per **OCCURRENCE DEDUCTIBLE** listed below are subject to the **NAMED MEMBER's** claim experience beginning five years prior to the inception of the **PERIOD OF COVERAGE** up to the date of loss.

   DEDUCTIBLE for EMPLOYEE DISHONESTY:

0 Claim:	$500.00 per **OCCURRENCE**
1 Claim:	$5,000.00 per **OCCURRENCE**
2 Claims:	$10,000.00 per **OCCURRENCE**
3 or more Claims:	$20,000.00 per **OCCURRENCE**

EMPLOYEE DISHONESTY EXCLUSIONS

In addition to CRIME EXCLUSIONS and the GENERAL EXCLUSIONS, there is no coverage under EMPLOYEE DISHONESTY for:

1. Damage where the only proof of the loss or amount of the loss is dependent upon an inventory or a profit and loss computation.

2. Any part of a loss involving any **EMPLOYEE** occurring after discovery of any fraudulent or **DISHONEST ACTS** committed by the **EMPLOYEE** whether before or after being employed by the **NAMED MEMBER**. This only includes discovery by a **NAMED MEMBER** not in collusion with the **EMPLOYEE**.

3. Loss that is not discovered within one year after the end of the **PERIOD OF COVERAGE**.

EMPLOYEE DISHONESTY SUPPLEMENTAL COVERAGE**:**

1. The Supplemental Coverage applies only if this EMPLOYEE DISHONESTY COVERAGE renews prior EMPLOYEE DISHONESTY COVERAGE and is effective on the expiration or termination date of the prior coverage.

2. **CCS JPA** will indemnify the **NAMED MEMBER** for loss that would have been covered by the prior coverage provided by CCS JPA, except that the time to discover the loss had expired, and which would be covered by this MOC had it been in effect when the acts or events causing the loss or damage occurred. This coverage is limited to the lesser of the limits applicable to the prior coverage or the limits shown in the SCHEDULE OF LIMITS of this MOC. This Supplemental Coverage is part of, and not in addition to the limits of coverage for **EMPLOYEE DISHONESTY** Coverage.

3.
   a. Any loss that occurred prior to the **PERIOD OF COVERAGE** or the effective date of coverage for the **NAMED MEMBER** will be paid under this MOC only as excess over such prior self-insurance, prior coverage, or prior insurance; provided that such amount paid by **CCS JPA** shall not exceed $100,000.
   b. If the **NAMED MEMBER** has no prior self-insurance, prior coverage, or prior insurance, and an **OCCURRENCE** extends over more than one **PERIOD OF COVERAGE**, then this MOC will only pay for the portion of the loss that actually occurred during the **PERIOD OF COVERAGE**.

CRIME CONDITIONS

Coverage Extensions do not increase, but just form part of, **CCS JPA's** limits of coverage as shown in the SCHEDULE OF LIMITS.

No Benefit to Bailee: The coverage afforded herein is for the benefit of the **NAMED MEMBER** only and shall not apply directly or indirectly to the benefit of any carrier or other Bailee for hire.

Valuation:

1. **MONEY:** Loss of **MONEY** up to and including its face value. Loss of **MONEY** in any currency other than United States of America Dollar (USD) currency shall be paid in USD equivalent. Such equivalency shall be established by the rate of exchange published in The Wall Street Journal upon close of the trading day as of the day the loss is discovered.

2. **SECURITIES: Loss of SECURITIES** but only up to and including their value at the close of business on the day the loss was discovered. We may, at our option, pay, whichever is less, the:
   a. Market value of the **SECURITIES** at the close of business on the day the loss was discovered;
   b. Limit of insurance applicable to the **SECURITIES**; or
   c. Face value.

3. **Property other than Money and Securities**
   a. Loss of or damage to **PROPERTY OTHER THAN MONEY AND SECURITIES** for the replacement cost of the property without deduction for depreciation. We may, at our option, pay, whichever is less, the:
      (1) The limit of insurance applicable to the lost or damaged property;
      (2) The cost to replace the lost or damaged property with property of comparable material

and quality and used for the same purpose; or

(3) The amount you actually spend that is necessary to repair or replace the lost or damaged property.

b. We will not pay on a replacement cost basis for any loss or damage to covered property:

(1) Until the lost or damaged property is actually repaired or replaced; and

(2) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage. If the lost or damaged property is not repaired or replaced, we will pay on an **ACTUAL CASH VALUE** basis.

4. **Loss Payment**:

a. The limit of coverage shown is the most that will be paid for an **OCCURRENCE** even though it may occur over more than one **PERIOD OF COVERAGE**.

b. Payments for loss in excess of the **DEDUCTIBLE** requires proof of the filing of a police report.

c. The limit of coverage includes proof-of-loss expenses (Valuation Expenses) associated with the determination of the amount of the covered loss. However, the reasonableness of the Valuation Expenses will be determined by CCS JPA and shall not exceed $25,000. Such expenses shall not include the internal fees, costs (direct or indirect), obligations, or wages and salaries of the **NAMED MEMBER**.

5. **Duties in the event of a loss**: If the **NAMED MEMBER** has reason to believe that any loss of, or loss from damage to, **MONEY** or **SECURITIES** involves a violation of law, the **NAMED MEMBER** must notify the police.

6. **Proof of Loss**: The **NAMED MEMBER** must include with proof of loss, any Covered **INSTRUMENT** involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss.

CRIME EXCLUSIONS

IN THE EVENT THE CRIME EXCLUSIONS CONFLICT WITH ANY OTHER EXCLUSIONS IN THIS MOC, THE EXCLUSIONS FOR THIS CRIME SECTION SHALL PREVAIL:

1. Any **CLAIM** for damages, whether direct or consequential, or for any cause of action which is covered under any other Section of this MOC, whether or not a limit is stated in SCHEDULE OF LIMITS.

2. Loss resulting from accounting or arithmetical errors or omissions.

3. Loss resulting from a **NAMED MEMBER's** or anyone acting on a **NAMED MEMBER's** express or implied authority, being induced by any **DISHONEST ACT** to voluntarily part with title to or possession of any property.

4. Any loss caused by order of any civil authority, including seizure, confiscation or destruction of property, regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.

CRIME DEFINITIONS

1. **ACTUAL CASH VALUE** means the present day value of the cost to repair, rebuild or replace property at the time of the loss after first deducting for any physical wear and tear, and obsolescence of the property.

2. **BANKING PREMISES** means the interior of that portion of any building occupied by a banking institution, similar safe depository, automatic teller machine (ATM), or similar banking device.

3. **COMPUTER THEFT** means **THEFT** of **MONEY** or **SECURITIES** following and directly related to the use of any computer to fraudulently cause a transfer of that **MONEY** or **SECURITIES** from inside the **PREMISES** or **BANKING PREMISES** to a person (other than a **MESSENGER**) outside those **PREMISES** or to a place outside those **PREMISES**.

4. **DISHONEST ACTS** means dishonest or fraudulent acts committed by an **EMPLOYEE** of the **NAMED**

MEMBER with the intent to cause the **NAMED MEMBER** to sustain loss or damage or results in financial benefit to the **EMPLOYEE** or any other person or organization.

5. **EMPLOYEE** means any person:
    a. While in the service of the **NAMED MEMBER** (and for thirty (30) days after termination of service); and
    b. Whom the **NAMED MEMBER** has the right to direct and control while performing services for the **NAMED MEMBER**.

6. **EMPLOYEE BENEFIT PLAN** means any welfare or pension benefit plan that is sponsored by the **NAMED MEMBER** whether or not such plan is subject to the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto.

7. **INSTRUMENTS** means checks, drafts, promissory notes, or similar written promises, orders or directions to pay a certain sum in money that are:
    a. Made or drawn by or drawn upon the **NAMED MEMBER**; or
    b. Made or drawn by one acting as the **NAMED MEMBER'**s agent, or that are purported to have been so made or drawn.

8. **MESSENGER** means the **NAMED MEMBER** while having care and custody of the **MONEY** or **SECURITIES** outside the **PREMISES**.

9. **MONEY** means:
    a. Currency, coins, and bank notes in current use and having a face value; and
    b. Travelers' checks, register checks and money orders held for sale to the public.

    MONEY does not include **SECURITIES**.

10. **OCCURRENCE** means an act or series of related acts involving one or more persons; or an act or event, or a series of related acts or events not involving any person.

11. **OTHER PROPERTY** means any tangible property other than **MONEY** and **SECURITIES** that has intrinsic value.

12. **PREMISES** mean the interior of that portion of any building that the **NAMED MEMBER** occupies in conducting the **NAMED MEMBER's** business.

13. **SECURITIES** means negotiable and non-negotiable instruments or contracts representing either **MONEY** or **OTHER PROPERTY** and includes:
    a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; or
    b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by the **NAMED MEMBER**.

    SECURITIES does not include **MONEY**.

14. **TERRITORY** means a covered loss sustained by a **COVERED PARTY** anywhere in the world.

15. **THEFT** means any act of stealing.

SECTION XI: STUDENT ACCIDENT

STUDENT ACCIDENT

STUDENT ACCIDENT policy with QBE Insurance Corporation, Effective 7/1/20 - 7/1/21, policy number KHH000230.

Coverage for applicable self-insured retentions and/or deductibles follows the form of the above referenced policy, please refer to that policy for all terms, conditions, and exclusions.

Please note that a **DEDUCTIBLE of Five Hundred Dollars ($500) shall apply on a per injury basis for the following activities:**

1. Rafting
2. Ziplining
3. High Ropes Courses
4. Trampolines (except mini-trampolines when part of Special Education Programs)
5. Horseback Riding (except when part of Special Education Programs)
6. Dunk Tanks
7. Scuba Diving & other underwater activities
8. Rock Climbing
9. Airsoft or Paintball Activities
10. Bungee Jumping
11. Inflatable Devices (including, but not limited to, bounce houses, hamster balls, zorb balls, slides, mazes, and obstacle courses)
12. Shooting range
13. Fireworks

SECTION XII PROPERTY

PROPERTY

PROPERTY policies with insurance carriers listed below, Effective 7/1/20 - 7/1/21.

- Westchester Surplus Lines Insurance Company, policy number D37437785006.
- Evanston Insurance Company, policy number MKLV14XP014387.
- Landmark American Insurance Company, policy number LHD425869.
- Hallmark Specialty Insurance Company, policy number 73PRX20A74C.
- Crum & Foster Specialty Insurance Company, policy number PPP-910875
- Scottsdale Insurance Company, policy number BXS0001778.
- Homeland Insurance Company of New York, policy number 795012956.
- Continental Casualty Company, policy number R5099699625.

Coverage for applicable self-insured retentions and/or deductibles follows the form of the above referenced policy, please refer to that policy for all terms, conditions, and exclusions.

Property Damage Sublimit for Leased Premises:

This Memorandum of Coverage shall provide property coverage with limits up to $25,000 per occurrence for real property damage, including building glass, during the term of a lease under which the **NAMED MEMBER** is contractually obligated to repair or replace such real property, provided the property location is listed on the Property Schedule.

CCS JPA shall indemnify the **NAMED MEMBER** under this coverage section for the lessor of:

a. The cost to repair or restore the damaged property to the condition it was in immediately prior to the loss;

b. The cost to replace the damaged property; or

c. The value designated on the Property Schedule for the property.

DEDUCTIBLE: $1,000 per **OCCURRENCE**

WATERCRAFT Sublimit:

This Memorandum of Coverage shall provide property coverage with limites up to $10,000 for a **WATERCRAFT** owned and scheduled by a **NAMED MEMBER**. As used herin, **WATERCRAFT** means a vessel designed to transport persons or property in or through water which is less than 26 feet in length.

CCS JPA shall indemnify the NAMED MEMBER under by this coverage section for the lesser of:

a. The cost to repair or restore the WATERCRAFT to the condition that existed immediately prior to the loss; or
b. The cost to replace the WATERCRAFT; or
c. The value designated on the Property Schedule for the WATERCRAFT.

DEDUCTIBLE: $1,000 per **OCCURRENCE**

Water Damage Deductible:

These per **OCCURRENCE DEDUCTIBLES** are subject to the **NAMED MEMBER's** per location claim experience beginning five years prior to the inception of the **PERIOD of COVERAGE** up to the date of loss.

DEDUCTIBLE for Water Damage:

0 Claim:	$1,000.00 per **OCCURRENCE**
1 Claim:	$5,000.00 per **OCCURRENCE**
2 Claims:	$10,000.00 per **OCCURRENCE**
3 or more Claims:	$20,000.00 per **OCCURRENCE**

Wildfire Deductible:

These per **OCCURRENCE DEDUCTIBLES** are subject to the **NAMED MEMBER's** per location claim experience beginning five years prior to the inception of the **PERIOD of COVERAGE** up to the date of loss.

DEDUCTIBLE for Wildfire:

0 Claim:	$1,000.00 per **OCCURRENCE**
1 Claim:	$5,000.00 per **OCCURRENCE**
2 Claims:	$10,000.00 per **OCCURRENCE**
3 or more Claims:	$20,000.00 per **OCCURRENCE**

SECTION XIII: ADDITIONAL PROGRAM COVERAGES

TERRORISM LIABILITY

TERRORISM LIABILITY policy with Underwriters Lloyd's, London, Effective 7/1/20 - 7/1/21, policy number FC0070320.

Coverage for applicable self-insured retentions and/or deductibles follows the form of the above referenced policy, please refer to that policy for all terms, conditions, and exclusions.

TERRORISM PROPERTY

TERRORISM PROPERTY policy with Underwriters Lloyd's, London, Effective 7/1/20 - 7/1/21, policy number FC0070320.

Coverage for applicable self-insured retentions and/or deductibles follows the form of the above referenced policy, please refer to that policy for all terms, conditions, and exclusions.

CYBER LIABILITY

CYBER LIABILITY policy with Indian Harbor Insurance Company, Effective 7/1/20 - 7/1/21, policy number MTP903114106.

Coverage for applicable self-insured retentions and/or deductibles follows the form of the above referenced policy, please refer to that policy for all terms, conditions, and exclusions.

POLLUTION LIABILITY AND FIRST PARTY REMEDIATION

POLLUTION LIABILITY AND FIRST PARTY REMEDIATION policy with Illinois Union Insurance Company, Effective 7/1/20 - 7/1/21, policy number PPLG46783189004.

Coverage for applicable self-insured retentions and/or deductibles follows the form of the above referenced policy, please refer to that policy for all terms, conditions, and exclusions.

Latino College Preparatory Academy (LCPA)
Charter Petition Renewal

Appendix 36: Charter Safe Insurance
Memorandum of Coverage

THE FOUNDATION for HISPANIC EDUCATION
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COVID-19 Site Measures - The Foundation for Hispanic Education

Upon arrival at the site, please complete the following:

- Please do not come to the site prior to receiving approval from your supervisor.
    - Essential Service Members have been identified of their status and will be reporting to work on a pre-determined schedule.
    - **Do not allow parents or students to enter past the building lobby or designated registration area.**

- Secure your mask prior to entering the site. Site-provided gloves may be used.

- Limit the number of personal belongings brought into the site.

- Do not leave any entrance left propped open or let non-staff enter.

- Latino College Preparatory Academy (LCPA) and Roberto Cruz Leadership Academy (RCLA) Campus
    - Check-in with the Student Life Team (SLT) Member at your site with your approved location of use.
    - The team will be logging your arrival with a sign-in sheet.
    - No other areas aside from restrooms or elevators may be accessed.

- Luis Valdez Leadership Academy (LVLA) Campus
    - Check-in with the front office at your site with your approved location.
    - The team will be logging your arrival with a sign-in sheet.
    - No other areas in the building aside from restrooms may be accessed.

- Follow the site capacity occupational requirements at all times (see attached).

Understand the following mitigation measures and information:

- Practice social distancing - remain six feet apart from all individuals.

- Wash your hands often with soap and water for at least 20 seconds especially after you have been in a public place, or after blowing your nose, coughing, or sneezing.

- Avoid touching your eyes, nose, and mouth with unwashed hands.

- All individuals must wear a mask in public/proximity to others at all times.

- Public spaces will be sterilized between uses; however, limit your workspace.

- Keep a clean space and throw all trash in a disposal bin.
- If experiencing COVID-19 symptoms, stay home (self-isolate). Check the symptoms listed below for reference. In extreme cases, seek medical attention immediately.

Ask these questions. A person who answers "Yes" to any one of these questions must not be allowed to enter the school facility.

1. Within the last 14 days have you been diagnosed with COVID-19 or had a test confirming you have the virus?
Yes – STAY HOME and seek medical care.
2. Do you live in the same household with, or have you had close contact with, someone who in the past 14 days has been in isolation for COVID-19 or had a test confirming they have the virus? Close contact is less than 6 feet for 15 minutes or more.
Yes – STAY HOME and seek medical care and testing.
3. Have you had any one or more of these symptoms today or within the past 24 hours? Are these symptoms new or not explained by another reason?
• Fever • Cough • Shortness of breath/trouble breathing • Chills • Night sweats • Sore throat • Muscle/body aches • Loss of taste or smell • Headache • Confusion • Vomiting • Diarrhea
Yes – STAY HOME and seek medical care and testing.

- **Personal Protective Equipment (PPE):** PPE like gloves, masks, face shields, or other barriers are in high demand. Spare capacity is being built primarily for those providing site services and/or without access to PPE. Limited counts of PPE are being allocated by Santa Clara County and partner organizations.

  Included Supplies:
  - Nitrile disposable gloves and disposable surgical masks.
  - Hand sanitizer, disinfectant spray, and Clorox disinfectant wipes.
  - Immunishield installations for high traffic areas.

For additional personal protective equipment (PPE), please reach out to us at mfarfan@tfhe.org or (562) 457-9481.

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Executive Summary of Occupancy Requirements and Limitations

School Site	Area Designation	Operating Status (Students/Parents)	Standard Square Footage	Maximum Occupancy
Latino College Preparatory Academy (LCPA)	Classroom	Open - Students	800	12
	Restroom	Open - Students	200	1
	Lobby	Open - Students and Parents	800	10
	Abby Sobrato Center	Closed	-	-
	Attendance Office	Appointment Only	800	1
	Main Office	Closed	450	2
	Personal Offices	Closed	60	1

School Site	Area Designation	Operating Status (Students/Parents)	Standard Square Footage	Maximum Occupancy
Luis Valdez Leadership Academy (LVLA)	Classroom	Open - Students	960	15
	Restroom	Open - Students	200	1
	Main Office	Appointment Only	450	2
	Personal Offices	Closed	60	1

School Site	Area Designation	Operating Status (Students/Parents)	Standard Square Footage	Maximum Occupancy
Roberto Cruz Leadership Academy (RCLA)	Classroom	Open - Students	800	12
	Restroom	Open - Students	200	1
	Lobby	Open - Students and Parents	250	
	Jaguar Den	Closed	-	-
	Main Office	Appointment Only	450	2
	Personal Offices	Closed	60	1

Latino College Preparatory Academy (LCPA)
Charter Petition Renewal

Appendix 37: COVID-19
Site Measures

THE FOUNDATION for HISPANIC EDUCATION
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COVID-19 Face Covering Policy

The Centers for Disease Control (CDC), the State of California and the Public Health Officers for several counties have issued directives regarding the use of face coverings in an effort to slow the spread of COVID-19 and to help people who may have the virus and do not know it from transmitting it to others.

In order to comply with the federal, State and County directives to slow the spread of COVID-19 and to better protect our workforce from exposure to COVID-19, The Foundation for Hispanic Education (TFHE) has implemented a face covering policy.

Effective immediately and until further notice, all employees are required to wear a face covering when in common areas in the workplace or when social distancing is not possible, including times of brief interaction between employees.

The Foundation for Hispanic Education (TFHE) has purchased disposable face coverings for all employees to use in the workplace. These face coverings will be distributed to all employees. If you need a replacement face covering, please contact Martin E. Farfan, Director of Compliance & Equity at (408) 585-5022 Ext. 1039. You may use your own face covering if preferred so long as the use and care guidelines below are followed.

Employees working alone do not need to wear face coverings, but any time an employee is in a common area or within six feet of another person, the employee must be wearing a face covering.

Face Covering Appropriate Use Guidelines

Face coverings are only effective for protection if they are handled, worn, stored and disposed of properly. Even when wearing a face covering, employees are required to maintain social distancing (six feet of space between employees) when possible. Employees are also required to adhere to the following guidelines when wearing a face covering:

- Practice proper hand hygiene. Before and after handling the face covering (to put on, adjust, or take off), either wash your hands or use hand sanitizer to reduce cross-contamination risk. The outside of the face covering is considered dirty.
- To ensure that you are wearing the face covering properly, make sure the face covering is fitted and is covering your nose, mouth and chin.
- If necessary, mark the outside of the face covering in some way so you can easily identify which side is the outside of the face covering, and handle it accordingly. Consider marking the outside with your initials in permanent ink.
- Remove the cloth face covering while eating during your meal period.
- Do not touch the outside of your face covering while it is on your face.
- Don't pull your face covering below your chin while you are wearing it. Leaving the face covering dangling or improperly fitted to your face creates opportunities for cross-contamination.
- After removing a cloth covering, please inspect it to see if it is torn, wet, or soiled.
    - If it is, please throw it away and obtain a new face covering from Martin E. Farfan, Director of Compliance & Equity through calling (408) 585-5022 Ext. 1039
    - If not, please properly store the face covering as follows:
        - Fold the face covering in half so that the outside surfaces are touching
        - Place the face covering into a clean bag or container
- Always store a face covering in a clean place such as a clean paper or plastic bag. Never store it in a purse or pocket.

REMEMBER — The use of a face covering is not a substitute for physical distancing and washing hands and staying home when ill.

Please be advised that failure to follow the Company's face covering policy may result in disciplinary action up to and including termination.

Latino College Preparatory Academy (LCPA)
Charter Petition Renewal

Appendix 38: COVID-19
Face Mask Policy

THE FOUNDATION for HISPANIC EDUCATION
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The Foundation for Hispanic Education - Social Distancing Protocol

The Foundation for Hispanic Education (TFHE) takes the health and safety of its employees and students very seriously. With the spread of the coronavirus or "COVID-19," The Foundation for Hispanic Education must remain vigilant in mitigating the outbreak. In order to be safe and maintain operations, all personnel (including employees and visitors) are required to adhere to this Social Distancing Protocol. If you observe any violations of this protocol, contact Martin E. Farfan, Director of Compliance & Equity ***immediately*** at mfarfan@tfhe.org or via phone at (408) 585-5022 Ext. 1039.

Signage

Ensure that the following checklist is completed:

☐ Social Distancing Protocol will be placed at each public entrance of the facility to inform all employees and students that they should:

- Avoid entering the facility if they have a cough, fever, or other symptoms of COVID-19.
  - A complete list of COVID-19 symptoms may be located at https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html
- Avoid entering the facility if they have had personal contact with anyone who has or may have contracted COVID-19 within the last 14 days.
- Maintain a minimum six-foot distance from one another.
- Sneeze and cough into a tissue or, if not available, into one's elbow.
- Not shake hands or engage in any unnecessary physical contact.

☐ Post a copy of this Social Distancing Protocol at each public entrance to the facility and provide to each employee performing work at the facility.

Measures to Protect Employee Health

Ensure that the following checklist is completed:

☐ Everyone who can work from home has been directed to do so.

☐ All employees have been told not to come to work if sick. Employees are to stay home if sick or if they have had contact with anyone diagnosed with or suffering symptoms of COVID-19.

☐ Symptom checks are being conducted before employees may enter the workspace. If temperature checks are performed, screener must have received appropriate training and wear personal protective equipment ("PPE"). Any employee health information obtained must be protected as confidential.

☐ All employees will be offered at no-cost, a disposable face covering to be used at work when social distancing is not practical.

☐ All members of the public who enter the facility are required to wear a face covering during their time in the facility.

☐ Persons with a cough, fever, or other symptoms of COVID-19 are not to enter the facility. Persons who have had personal contact with anyone who has contracted COVID-19 are not to enter the facility.

☐ All desks or individual workstations are separated by at least six feet. Employees have been instructed to maintain social distancing at all times. All gatherings must be postponed or held via remote communication (e.g., telephone, videoconference, webinar, etc.)

☐ Break rooms, bathrooms, and other common areas are being disinfected frequently

☐ Disinfectant and related supplies are available to all employees at the following location(s): Front Desk or Front Office Check-In Areas – (Only to be offered with the HSA and EPA requirements)

☐ Hand sanitizer with at least 60% alcohol is available to all employees at the following location(s), including all entrance areas: Front Desk or Front Office Check-In Areas

☐ Wash stations with soap and water are available to all employees at the following location(s): Designated Restroom and Break Locations

☐ Guest sign-in book will be maintained by Compliance and Operations personnel only. Designated personnel will take visitors' name and information. Visitors will not sign in themselves, must follow all COVID-19 Protocol, and receive approval to access beyond waiting areas (i.e., Front Lobby, Main Office)

☐ Equipment will not be shared between employees unless it is unavoidable. If equipment must be shared by employees (e.g., used on different shifts) will be sanitized as determined by the Operations Department

☐ Copies of this Protocol have been distributed to all employees and employees will be instructed regarding this Protocol. Employees have been reminded that any employee violating these policies are subject to immediate discipline.

☐ Approved staff are required to refer to issued COVID-19 Site Measures, Request for Site Return Forms, associated Staff Memos, and all notices provided throughout the premises.

Measures to Prevent Gatherings and Crowds

Ensure that the following checklist is completed:

☐ Limit the number of non-employees in the facility at any one time only to those who are required to be on premises for necessary and legitimate business purposes essential to the operation of The Foundation for Hispanic Education and its school sites.

☐ Unless expressly authorized by executive management or in the case of an emergency, the maximum number of non-employees on the facility will be two (2) per school site in the Main Lobby/Main Office areas which allows for all persons easily to maintain at least six-foot distance from one another at all practicable times.

☐ Security personnel, campus monitors, or designees will be posted at the front entrance to ensure that the maximum number of non-employees in the facility set forth above is not exceeded.

Measures to Maintain Social Distancing (i.e., Minimum Six Feet Separation)

Ensure that the following checklist is completed:

☐ Social Distancing Protocol will be placed outside the facility to remind people to be at least six feet apart.

☐ Identify "choke point" and "high-risk areas" where individuals are forced to stand together, such as hallways, hoists, elevators, and break areas and control them so social distancing is maintained.

☐ Where lines may form in the facility (e.g., front entrance, trouble window, gate, etc.), tape or other markings will be placed at minimum six feet intervals with signs directing persons to use the markings to maintain distance.

☐ All personnel have been instructed to maintain at least six feet distance from students and from each other where practical.

Measures to Prevent Unnecessary Contact

Ensure that the following checklist is completed:

☐ No large group gathering are permitted while this Social Distancing Protocol remains in effect.

☐ Where possible, all processes should be completed in a contactless method (e.g., use electronic rather than hard copy communication where possible; limit hard copy mail distribution where possible, copy and transmit hard copy mail in electronic form where possible, etc.).

Measures to Increase Sanitization

Ensure that the following checklist is completed:

☐ Disinfecting wipes that are effective against COVID-19 are available at Front Desk or Front Office Check-In Areas

☐ Employees have been directed to disinfect equipment and workstations (including keyboards, telephones, handrails, elevator buttons, door knobs, etc.) regularly.

☐ Employees have been directed to disinfect payment portals, pens, styluses, and frequently used materials after each use.

☐ Hand sanitizer, soap and water, or effective disinfectant is available to the public at or near the entrance of the facility, and anywhere else inside the facility or immediately outside where people have direct interactions.

☐ Employees have been assigned to disinfect all high-contact surfaces frequently. (Where practical and legal to do so)

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Incident Reporting

Take the following steps to report any potential exposure incident:

☐ A potential exposure incident must be immediately reported. If a potential exposure incident occurs while the employee is in a work setting or while working, the following steps should be taken:

- Employees and supervisors shall notify Martin E. Farfan, Director of Compliance & Equity, *immediately* at mfarfan@tfhe.org or via phone at (408) 585-5022 Ext. 1039 as soon as possible following a potential exposure incident.
- Potentially infected employee will be separated from other individuals while information is being gathered.
- If a potentially infected employee desires medical treatment, arrangements shall be made to send the worker to a healthcare facility in accordance with CDC and local health official guidelines.
- Medical records kept on file with the company will be maintained in accordance with the law, including confidentiality of private medical information.

If you have any questions about any aspect of this protocol, please contact our Department of Compliance immediately at mfarfan@tfhe.org or via phone at (408) 585-5022 Ext. 1039.

Latino College Preparatory Academy (LCPA)
Charter Petition Renewal

Appendix 39: COVID-19
Social Distancing Policy



California Department of Education

Model Fixed-price Contract

for

School Food Authorities Procuring the Services of a Food Service Management Company

Procurement
Resources Unit
Nutrition
Services
Division

Systems
Support Branch

July 2019

Exhibit 1: Model Fixed-Price Contract
FOOD SERVICE MANAGEMENT COMPANY

Latino College Preparatory Academy
FOOD SERVICE PROGRAM

LATINO COLLEGE PREPARATORY ACADEMY

Model Fixed-Price Contract

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Contract Summary

FOOD SERVICES CONTRACT	CONTRACT NUMBER RFP – CRSJ2020
	REGISTRATION NUMBER

1 This contract is entered into between the school food authority and the food service management company named below:

SCHOOL FOOD AUTHORITY NAME
Latino College Preparatory Academy

FOOD SERVICE MANAGEMENT COMPANY NAME
Better 4 You Meals

2 **The term of this Contract is for one year, commencing on.** 7/1/2020 **and ending on.** 6/30/2021

3 The maximum dollar amount of this Contract is equal to the fixed price per meal multiplied by the number of meals served **$283,375.00**

4 The parties herein agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Contract.

Request for Proposal Released	*Enter* page(s).
Contractor Proposal Received	*Enter* page(s)
Attached Terms and Conditions	*Enter* page(s)
Exhibit A: Scope of Work	*Enter* page(s)
Exhibit B: Schedule of Fees	*Enter* page(s)

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

FOOD SERVICE MANAGEMENT COMPANY

NAME of FSMC *(if other than an individual, state whether a corporation, partnership, etc.)*
Better 4 You Meals

BY *(Authorized Signature)*

DATE SIGNED *(do not type)*
6/25/2020

PRINTED NAME AND TITLE OF PERSON SIGNING
Steven Holguin, Vice President of Sales

ADDRESS
5743 Smithway Street, Commerce, CA 90040

SCHOOL FOOD AUTHORITY

NAME of SFA
Latino College Preparatory Academy

BY *(Authorized Signature)*

DATE SIGNED *(do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Cynthia Tapia, Accounting Manager

California Department of Education Use Only

Exempt per:

Model Fixed-Price Contract

I. Introduction

The Latino College Preparatory Academy, hereinafter referred to as the school food authority (SFA), enters into this Contract with Better 4 You Meals, hereinafter referred to as the FSMC to provide food service management assistance for the SFA's food service program, hereinafter referred to as "Services." **During the term of this Contract, the FSMC will provide services to the SFA as described in the Scope of Work (Exhibit A) of this Contract.**

II. General Terms and Conditions

A. Term

The term of this contract is one year. The FSMC shall commence providing Services under the Contract on July 1, 2020, and continue through June 30, 2021. After careful consideration, the SFA may annually renew this Contract for four additional one-year periods upon agreement between both parties. Execution of all contracts and amendments is contingent on approval by the California Department of Education (CDE). The SFA may cancel this Contract upon notification from the CDE that it or any part of the bidding process has been determined noncompliant with state and federal laws and regulations (Title 7. Code of Federal Regulations (7 *CFR*), Section 210.16[d]).

B. Designated Contract Liaisons

SFA Liaison for Services		FSMC Liaison for Services	
Name: **Cynthia Tapia**		Name: **Steven Holguin**	
Title: Accounting Manager		Title: Vice President of Sales	
Phone: 408-585-5022 ext. 1015	Cell Phone:	Phone: 323.838.5555	Cell Phone: 310.678.5958
Fax:	E-mail: ctapia@tfhe.org	Fax:	E-mail: sholguin@better4youmeals.com

Respondents shall serve or deliver by postal mail all legal notices to:

SFA	FSMC
Name: **Cynthia Tapia**	Name: **Steven Holguin**
Title: Accounting Manager	Title: Vice President of Sales
Address: 14271 Story Road, San Jose, CA 95127	Address: 5743 Smithway St, Commerce, CA 90040

C. Fees

C.1. Fixed-price Contracts

The SFA will pay the FSMC at a fixed rate per meal. The fixed rate per meal includes all fees and charges indicated in the Schedule of Fees (Exhibit B) of this Contract. Any onsite staffing provided by the FSMC to SFA will be billed at the hourly rate stated in the Schedule of Fees. The SFA must determine, and the FSMC shall credit the SFA for, the full value of U.S. Department of Agriculture (USDA) Foods. The FSMC's fixed-price invoice will be fully compliant with procurement requirements for the National School Lunch, School Breakfast, and Special Milk Programs, set forth in 7 *CFR*, parts 210, 215, and 220, and the USDA Food and Nutrition Service (FNS) Final Rule issued Wednesday, October 31, 2007. The FSMC shall take discounts, rebates, and other credits into account when formulating their prices for this fixed-price contract (Title 2, Code of Federal Regulations (2 *CFR*), Section 200.406[a]).

C.2. Payment Terms

The FSMC shall submit monthly invoices by the 5th day of the following month that reflect all activity for the previous month. The FSMC must submit detailed cost documentation monthly to support all charges to the SFA. Charges and expenses are included in the Schedule of Fees (Exhibit B). All costs, charges, and expenses must be mutually agreeable to the SFA and the FSMC, and must be allowable costs consistent with the cost principles in 2 *CFR*, Part 200, as applicable. The SFA will pay invoices submitted by the FSMC within 30 days of the invoice date. Invoices paid later than 35 calendar days from the invoice date will be assessed a 5% late fee. Every additional 30 calendar days past the invoice date will be assessed an additional 5% Late fee. The SFA will pay invoices received by its accounting department by the end of the following month, if the invoices pass the SFA's audit. The SFA will notify the FSMC of invoices that do not pass audit, which the SFA will not pay until the invoices have passed audit, with no penalty accruing to the SFA.

C.3. Interest, Fines, Penalties, Finance Charges, Income and Expenses

Interest, fines, penalties, finance charges, income and expenses that may accrue under this contract are not allowable expenses to the nonprofit school food service (cafeteria fund) (2 *CFR*, Section 200.441). The SFA is prohibited from paying unallowable expenses from the SFA's cafeteria fund.

C.4. Spoiled or Unwholesome Food, Food Not Meeting Detailed Food Component Specifications or Contract Requirements.

The SFA shall make no payment to the FSMC for food that, in the SFA's determination, is spoiled or unwholesome at the time of delivery, does not meet detailed food component specifications as developed by the SFA for the meal pattern, or does not otherwise meet the requirements of this Contract (7 *CFR,* Section 210.16[c][3]).

The SFA shall make no payment to the FSMC for meals that, in the SFA's determination, are spoiled or unwholesome at the time of delivery, do not meet detailed food component specifications as developed by the SFA for the meal pattern, or do not otherwise meet the requirements of this Contract (7 *CFR,* Section 210.16[c][3]).

D. Contract Cost Adjustment

The contract price (which can include General and Administrative Expense and Management Fees) may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home, San Francisco region. Such increases shall be effective on a prospective basis on each anniversary date of this Contract and will be allowed only if approved in advance by the SFA. CPI Fee increases for the upcoming Contract renewal year must be submitted to the SFA.

The renegotiation of price terms under this Contract is permitted only upon the occurrence of unpredictable, unexpected conditions beyond the control of both parties. If those conditions create a significant and material change in the financial assumptions upon which the price terms of this contract were based, then those price terms so affected may be renegotiated by both parties. Renegotiation of price terms under such conditions must be mutual and both parties must agree on any changes in price terms. Any adjustments so negotiated and agreed upon must accurately reflect the change in conditions. The occurrence of contingencies that are foreseeable and predictable, but not certain, should be calculated into the defined price terms, to the extent possible, with the goal of minimizing the need for renegotiation of price terms during the term of the Contract. Substantive changes of the Contract will require the SFA to rebid the Contract.

E. Availability of Funds

Every payment obligation of the SFA under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. The SFA may terminate this Contract at the end of the period for which funds are available if funds are not allocated and available for the continuance of this Contract. In the event the SFA exercises this provision, no liability shall accrue to the SFA and the SFA shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.

F. Timeliness

Time is of the essence in this Contract.

G. Approval

This Contract has no force or effect until it is signed by both parties and is approved by the CDE (7 *CFR*, Section 210.19[a][5]).

H. Amendment

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by both parties, and approved by the CDE. Any oral understanding or agreement not incorporated into the Contract in writing and approved by the CDE is not binding on either party (7 *CFR*, Section 210.19[a][5]).

I. Substantive Changes to Contract

Any change to this Contract that results in a material change or any proposed renewals of this Contract may, at the determination of the CDE, either void this Contract or require the SFA to rebid the Contract. Following are examples of substantive changes that could require the SFA to rebid the Contract:

- The addition of a program
- A major shift in responsibilities for FSMC or SFA staff

J. Subcontract/Assignment

No provision of this Contract shall be assigned or subcontracted without prior written approval of the SFA. If subcontracts are let, the FSMC should have taken steps to contract with small and minority businesses, women's business enterprises, and labor surplus area firms when possible.

K. Written Commitments

Any written commitment by the FSMC relative to the services herein shall be binding upon the FSMC. Failure of the FSMC to fulfill any such commitment shall render the FSMC liable for damages due to the SFA. Such written commitments include, but are not limited to:

- Any warranty or representation made by the FSMC in any publication, drawing, or specifications accompanying or referred to in the proposal pertaining to the responsiveness of the proposal

- Any written notifications, affirmations, or representations made by the FSMC in, or during the course of, negotiations that are incorporated into a formal amendment to the proposal

L. Trade Secrets/Copyrights

The FSMC and SFA shall designate any information they consider confidential or proprietary—including recipes, surveys and studies, management guidelines, operational manuals, and similar documents—that the SFA and FSMC regularly use in the operation of their business or that they develop independently during the course of this Contract. Information so designated and identified shall be treated as confidential by the FSMC and the SFA, and the FSMC and the SFA shall exercise the same level of care in maintaining the confidences of the other party as they would employ in maintaining their own confidences, unless disclosure is otherwise required under the law. All such materials shall remain the exclusive property of the party that developed them and shall be returned to that party immediately upon termination of this Contract. Notwithstanding, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use the work for federal purposes (7 *CFR*, Section 200.315[b]).

M. Severability

Should any provision(s) of this Contract be declared or found to be illegal, unenforceable, ineffective, and/or void, then each party shall be relieved of any obligations arising from such provision(s). The balance of this Contract, if capable of performance, shall remain and continue in full force and effect.

N. Counterparts

This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

O. Silence/Absence/Omission

Any silence, absence, or omission from the Contract specifications concerning any point shall mean that only the best commercial practices are to prevail. Only those materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.

P. Indemnification

The FSMC shall indemnify and hold harmless the SFA, or any employee, director, agent, or Board Member of the SFA, from and against all claims, damages, losses, and expenses (including attorney’s fees and court costs incurred to defend litigation), and decrees or judgments whatsoever arising from any and all injuries,

including death or damages to or destruction of property resulting from the FSMC's acts or omissions, willful misconduct, negligence, or breach of the FSMC's obligations under this Contract by the FSMC, its agents, employees, or other persons under its supervision and direction.

The FSMC shall not be required to indemnify or hold harmless the SFA from any liability or damages arising from the SFA's sole acts or omissions.

Q. Sanctions

If the FSMC fails to perform the contract terms, the following penalties may be imposed:

- FSMC will be required to provide in writing to the SFA how they will ensure future contract compliance
- Continued nonperformance will result in termination of this contract

R. Breach of Contract

For the breach of the Contract and associated benefits:

If the FSMC causes the breach, the FSMC assumes liability for any and all damages, including excess cost to the SFA in procuring similar services, and is liable for administrative, contractual, and legal remedies, as applicable.

S. Penalties

Cost resulting from the SFA's violations, alleged violations of, or failure to comply with federal, state, tribal, local, or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the federal award, or with prior written approval of the federal awarding agency (2 *CFR*, Section 200.441).

T. Force Majeure

T.1. Neither party shall be liable to the other for delay in, or failure of, performance nor shall any such delay in, or failure of, performance constitute default if such delay or failure is caused by force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure may include, but is not restricted to, acts of God, the public enemy, acts of the state in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.

T.2. Force majeure does not include any of the following occurrences:

- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market
- Late performance by a subcontractor, unless the delay arises out of a force majeure occurrence
- Inability of either the FSMC or any of its subcontractors to acquire or maintain any required insurance, bonds, licenses, or permits

T.3. If either party is delayed at any time in the progress of work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as practicable and no later than the following work day or the commencement thereof, and shall specify the causes of such delay. Such notice shall be delivered by hand or sent by postal mail with a certified return receipt requested and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time for completion shall be extended by contract amendment, as long as the amended period does not violate 7 *CFR*, Section 210.16(d).

T.4. Any delay or failure in performance by either party caused by force majeure shall not constitute default, nor give rise to any claim for damages or loss of anticipated profits.

U. Nondiscrimination

Both the SFA and FSMC agree that no child who participates in the National School Lunch Program (NSLP), School Breakfast Program (SBP), and Seamless Summer Feeding Option (SSFO) will be discriminated against on the basis of race, color, national origin, age, sex, or disability. State agencies and SFAs shall comply with the requirements of Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Department of Agriculture regulations on nondiscrimination (7 *CFR*, parts 15, 15a, and 15b); and FNS Instruction 113-1 (7 *CFR,* Section 210.23[b]).

V. Compliance with the Law

The FSMC shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies regarding purchasing, sanitation, health, and safety for the food service operations and shall procure and maintain all necessary licenses and permits. The SFA shall cooperate, as necessary, in the FSMC's compliance efforts.

The FSMC shall comply with all applicable federal regulations in 2 *CFR,* parts 200 and 400 and 7 *CFR,* parts 210 (NSLP), 220 (SBP), 245 (Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools) as applicable, 250 (Donation of Foods for Use in the United States, its Territories and Possessions and Areas Under its Jurisdiction), USDA FNS Instructions and policy, federal laws and regulations, California *Education Code* (*EC*), and California laws and regulations, where applicable.

W. Choice of Law

This Contract shall be construed under the laws of the state of California, where applicable, without giving effect to the principles of conflict of laws. Any action or proceeding arising out of this Contract shall be heard in the appropriate courts in California.

X. Advice of Counsel

Each party acknowledges that, in executing this Contract, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Contract.

III. Relationship of the Parties

A. The FSMC's relationship with the SFA will be that of an independent contractor and not that of an employee of or supervisor for the SFA. The FSMC will not be eligible for any employee benefits, nor will the SFA make deductions from payments made to the FSMC for taxes, all of which will be the FSMC's responsibility. The FSMC agrees to indemnify and hold the SFA harmless from any liability for, or assessment of, any such taxes imposed on the SFA by relevant taxing authorities. The FSMC will have no authority to enter into contracts that bind the SFA or create obligations on the part of the SFA.

B. When the SFA is a public school district or program operated by the county Office of Education, the FSMC, as an independent contractor, shall have no authority to supervise food service classified personnel operating the NSLP,

SBP, or Afterschool Meal Supplements (AMS) under the NSLP (*EC* Section 45103.5).

C. All services to be performed by the FSMC will be as agreed between the FSMC and the SFA. The FSMC will be required to report to the SFA concerning the services performed under this Contract. The SFA shall determine the nature and frequency of these reports.

D. The SFA is the responsible authority, without recourse to USDA or CDE, for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of a contractual nature.

IV. Food Service Program

A. Food Service Management Company Responsibilities

A.1. The FSMC will not directly or indirectly restrict the sale or marketing of fluid milk at any time or in any place on school premises or at any school-sponsored event (7 *CFR*, Section 210.21[e]).

A.2. The FSMC shall have state or local health certification for any facility outside the school in which it proposes to prepare meals and the FSMC shall maintain this health certification for the duration of the contract (7 *CFR*, Section 210.16[c][2]).

B. School Food Authority Responsibilities

B.1. The SFA shall ensure that the food service operation is in conformance with the SFA's Permanent Single Agreement with the CDE and will monitor the food service operation through periodic on-site visits (7 *CFR*, sections 210.16[a][2] and 210.16[a][3]).

B.2. The SFA retains control of the quality, extent, and the general nature of its food service; the prices children are charged for meals (7 *CFR*, Section 210.16[a][4]), and a la carte prices.

B.3. The SFA may not contract with the FSMC to provide only nonprogram food (e.g., a la carte and adult meals) unless the FSMC offers free, reduced-price, and paid reimbursable lunches to all eligible children (7 *CFR*, Section 210.16[a]).

B.4. SFAs with more than one school shall perform no less than one on-site review of the lunch counting and claiming system employed by each school under its jurisdiction. The on-site review shall take place prior to

February 1 of each school year. Further, if the review discloses problems with a school's meal counting or claiming procedures, the SFA shall ensure that the school implements corrective action and, within 45 days of the review, conduct a follow-up on-site review to determine that the corrective action resolved the problem. Each on-site review shall ensure that the school's claim is based on the counting system authorized by the CDE under 7 *CFR,* Section 210.7(c) and that the counting system, as implemented, yields the actual number of reimbursable free, reduced-price, and paid lunches respectively, served for each day of operation (7 *CFR,* Section 210.8[a][1]).

B.5. The SFA shall retain responsibility for developing the meal pattern for students with disabilities, when their disability restricts their diet, and for those students without disabilities who are unable to consume the regular lunch because of medical or other special dietary needs (7 *CFR*, Section 210.10[m]).

B.6. The SFA shall retain signature authority for the food services application, agreements, Free and Reduced-Price Policy Statement, monthly Claim for Reimbursement, reports, program renewal, the verification of applications, letters to households, and all correspondence to the CDE relating to the food service program (7 *CFR,* Section 210.16[a][5]).

B.7. The SFA shall retain signature authority and be responsible for all contractual agreements entered into in connection with the food service program (7 *CFR*, Section 210.21).

B.8. The SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals eligibility roster (*EC* Section 49558).

B.9. The SFA shall be responsible for the development, distribution, and collection of the letter to households and Application for Free and Reduced-Price Meals and/or Free Milk (7 *CFR,* Section 245.6).

B.10. If the SFA uses direct certification of eligibility, the SFA shall be responsible for obtaining the direct certification list at least three times annually.

B.11. The SFA shall be responsible for the determination of eligibility for free and reduced-price meals and shall disclose the eligibility status of individual students or confidential information provided on the application for free or reduced-price meals to the FSMC, to the extent that such information is necessary for the FSMC to fulfill its obligations under this Contract. The FSMC will not disclose the eligibility status of individual students or confidential information provided (*EC* Section 49558).

B.12. The SFA shall be responsible for conducting any hearings related to determinations regarding free and reduced-price meal eligibility (7 *CFR*, Section 245.7).

B.13. The SFA shall be responsible for verifying applications for free and reduced-price meals as required by federal regulations (7 *CFR*, sections 245.6 and 245.6[a]).

B.14. The SFA shall establish and maintain an advisory board composed of parents, teachers, and students to assist with menu planning (7 *CFR*, Section 210.16[a][8]).

B.15. The SFA shall maintain applicable health certification and ensure that all state and local regulations are being met at an SFA facility (7 *CFR,* Section 210.16[a][7]).

V. Buy American Requirements

A. Food Service Management Company Responsibilities

A.1. The FSMC must submit statements for all processed agricultural products to the SFA at the time of delivery for each processed agricultural product certifying that the food product was processed 100 percent domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume (USDA Policy Memo SP 38-2017).

A.2. The FSMC must notify the SFA in writing at least 10 days **prior** to delivering a nondomestic agricultural commodity or product and request prior approval for delivery of a nondomestic agricultural commodity or product. This written notification must list alternative domestic substitutes for the SFA to consider and provide an explanation for the following:

a) Why the domestic product is not produced or manufactured in sufficient and reasonably available quantities of a satisfactory quality; and/or

b) Why competitive bids reveal the cost of the domestic product is significantly higher than the nondomestic product

B. School Food Authority Responsibilities

B.1. The SFA shall maintain documentation outlining the justification for supporting their use of an exception to the Buy American Provision

requirement **prior** to accepting nondomestic agricultural commodities or products. This documentation will be kept on file for the term of the contract plus any extensions and three additional school years thereafter. This will be made available during an on-site administrative review and an off-site procurement review.

B.2. The SFA shall monitor the contract to ensure that the correct domestic food components contracted for are delivered as required by 2 *CFR*, Section 200.318(b) unless the FSMC has received prior approval from the SFA for nondomestic agricultural commodity or product.

B.3. The SFA must ensure FSMC compliance with the Buy American Provision in accordance with their procurement procedures. These procedures, at a minimum, must include the requirement to include Buy American Provision language in solicitations and contracts as well as the process for requiring FSMCs to certify the domestic percentage of the agricultural food component of products.

VI. U.S. Department of Agriculture Foods

A. School Food Authority Responsibilities

A.1. The SFA recognizes that the FSMC has limited processing capabilities for donated foods and seeks to provide the SFA with a menu that is attractive to the SFA and will not create an overly repetitive or monotonous menu for its students. As such the SFA agrees to primarily procure those donated foods identified in Exhibit C and will provide the FSMC with a 90 day notice if it orders any donated food not on the Exhibit C list.

B. Food Service Management Company Responsibilities

B.1. The FSMC shall fully use, to the maximum extent possible, donated foods made available by the SFA solely for the purpose of providing benefits for the SFA's nonprofit school food program (7 *CFR,* Section 210.16[a][6]).

B.2. In accordance with 7 CFR, Section 250.53, the FSMC shall comply with the following provisions relating to the use of donated foods, as applicable:

a) The FSMC must credit the SFA for the value of all donated foods (including both entitlement and bonus foods) received for use in the SFA's meal service in the school year or fiscal year. The credit must include the value of donated foods contained in processed end products if the FSMC procures processed end products on behalf of the SFA, or acts as an intermediary in passing on the donated foods value of processed end products to the SFA (7 *CFR,* Section 250.51[a]).

b) The FSMC shall account for the full value of donated foods (7 *CFR,* Section 250.51) by:

i) Subtracting the value of all donated foods received for use in the SFA's food service from the SFA's (monthly/quarterly) invoice, and

ii) Using the Average Price File for the school year in which the donated foods are received by the SFA. This listing is available from the USDA Food Distribution web page at http://www.fns.usda.gov/fdd/processor-pricing-reports.

B.3. The FSMC will be responsible for any activities relating to donated foods in accordance with 7 *CFR*, Section 250.50(d), as applicable, and will ensure that such activities are performed in accordance with the applicable requirements in 7 *CFR*, Part 250.

B.4. The FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to donated foods.

B.5. The FSMC must use all donated beef, pork, and all processed end products, in the recipient agency's food service, and must use all other donated foods, or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the recipient agency's food service (unless the contract specifically stipulates that the donated food, and not such commercial substitutes, be used) (7 *CFR*, Section 250.51[d]).

B.6. The FSMC shall ensure that the processing agreement's value will be used in crediting the SFA for the value of donated foods contained in end products (7 *CFR*, Section 250.53[a][7]).

B.7. The method and frequency of crediting donated foods will be in accordance with 7 *CFR*, Section 250.51(b). The FSMC must ensure that it follows the negotiated method and frequency of crediting agreed upon by the parties.

B.8. The FSMC will provide assurance that it will not itself enter into the processing agreement with the processor required in subpart C of 7 *CFR*, Part 250 (7 *CFR*, Section 250.53[a][8]).

B.9. The FSMC will provide assurance that it will comply with the storage and inventory requirements for donated foods (7 *CFR*, Section 250.53[a][9]).

B.10. The FSMC will maintain records to document its compliance with requirements relating to donated foods, in accordance with 7 *CFR,* Section 250.54(b).

C. School Food Authority Responsibilities

C.1. The SFA shall retain title to all donated foods and ensure that all donated foods received by the SFA and made available to the FSMC accrue only for the benefit of the SFA's nonprofit school food service and are fully used therein (7 *CFR*, Section 210.16[a][6]).

C.2. The SFA shall accept and use, in as large quantities as may be efficiently used in its nonprofit food service program, such foods as may be offered as a donation by USDA (7 *CFR*, Section 210.9[b][15]).

C.3. The SFA will maintain records to document its compliance with requirements relating to donated foods and conduct reconciliation (at least annually and upon termination of the Contract) to ensure that the FSMC has credited the value of all donated foods in accordance with 7 *CFR*, sections 250.54(a) and (c).

C.4. The SFA will not extend or renew any Contract if the FSMC did not fulfill all Contract provisions relating to donated foods (7 *CFR*, Section 250.53[a][12]).

VII. Meal Responsibilities

The FSMC shall:

1. Serve meals on such days and at such times as requested by the SFA.
2. Offer free, reduced-price, and paid reimbursable meals to all eligible children through the SFA's food service program.
3. Provide meals through the SFA's food service program that meet the requirements as established in 7 *CFR*, parts 210 and 220, as applicable.

VIII. Food Service Management Company Employees

A. The FSMC shall only place employees for work at the SFA that meet the minimum professional standards outlined in 7 *CFR*, Section 210.30 which can be viewed at the following web page: School Nutrition Program Professional Standards.

The SFA shall ensure that all employees the FSMC proposes for placement meet the minimum professional standards. The FSMC shall ensure their employees take the required annual training as outlined in the professional standards. The FSMC shall track the trainings completed by each employee and maintain documentation to validate that training was

completed. The FSMC shall remove from the SFA premises any employee who fails to take the required training.

The FSMC shall provide the SFA with a list of employees and evidence that they meet the professional standards.

B. The SFA reserves the right to interview and approve the on-site food service consultant(s)/employee(s).

C. The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and work hours. The FSMC will provide specific locations and assignments to the SFA 3 calendar weeks prior to the commencement of operation.

D. The FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The FSMC will be responsible for supervising and training their personnel.

E. The FSMC agrees to assume full responsibility for the payment of all contributions and assessments, both state and federal, for all of its employees engaged in the performance of this Contract.

F. The FSMC agrees to furnish the SFA, upon request, a certificate or other evidence of compliance with state and federal laws regarding contributions, taxes, and assessments on payroll.

G. The FSMC will be solely responsible for all personnel actions regarding employees on its respective payroll. The FSMC shall withhold and/or pay all applicable federal, state, and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees, and workers' compensation costs, and shall file all required documents and forms. The FSMC shall indemnify, defend, and hold the SFA harmless from and against any and all claims, liabilities, and expenses related to, or arising out of, the indemnifying party's responsibilities set forth herein.

IX. Books and Records

A. The SFA and the FSMC must provide all documents as necessary for an independent auditor to conduct the SFA's single audit. The FSMC shall maintain such records as the SFA will need to support its Claims for Reimbursement. Such records shall be made available to the SFA upon request and shall be retained in accordance with 7 *CFR,* Section 210.16(c)(1).

B. The SFA and the FSMC shall, upon request, make all accounts and records pertaining to the nonprofit food service program available to

the CDE, USDA FNS and Office of Inspector General of the United States for audit or review at a reasonable time and place. Each party to this Contract shall retain such records for a period of three (3) years after the date of the final Claim for Reimbursement for the fiscal year in which this Contract is terminated, unless any audit findings have not been resolved. If audit findings have not been resolved, then records shall be retained beyond the three-year period as long as required for resolution of issues raised by the audit (7 *CFR*, Section 210.9[b][17]).

C. The FSMC shall not remove state or federally required records from the SFA premises upon contract termination.

D. The USDA, Inspector General, the Comptroller of the United States, and the CDE, or any of their duly authorized representatives must have the right of access to any documents, papers, or other records of the FSMC and the SFA which are pertinent to the federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the FSMC and SFA's personnel for the purpose of interview and discussion related to such documents (2 *CFR*, Section 200.336[a]).

E. The distributing agency/CDE, recipient agency/SFA, the Comptroller General, the USDA, or their duly authorized representatives, may perform on-site reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for management and use of donated foods (7 *CFR*, Section 250.53[a][10]).

X. Monitoring and Compliance

A. The FSMC shall monitor the food service operation of the SFA through periodic on-site visits in order to develop recommendations for improvement of the food service program.

B. The FSMC warrants and certifies that in the performance of this Contract it will comply with all applicable statutes, rules, regulations, and orders of the United States and the state of California.

C. The SFA shall establish internal controls that ensure the accuracy of lunch counts prior to the submission of the monthly Claim for Reimbursement in accordance with 7 *CFR, Sec*tion 210.8(a). At a minimum, these internal controls shall include all of the following:

- An on-site review of the lunch counting and claiming system employed by each school within the jurisdiction of the SFA (7 *CFR,* Section 210.8[a][1])

- Comparisons of daily free, reduced-price, and paid lunch counts against data that will assist with the identification of lunch counts in excess of the number of free, reduced-price, and paid lunches served each day to children eligible for such lunches

- A system for following up on lunch counts that suggest the likelihood of lunch counting problems

XI. Equipment, Facilities, Inventory, and Storage

A. The SFA will make available to the FSMC, without any cost or charge, area(s) of the premises agreeable to both parties in which the FSMC shall render its services. The SFA shall provide the FSMC with local telephone service. The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA's premises.

B. The FSMC shall notify the SFA of any equipment belonging to the FSMC on the SFA's premises within 10 days of its placement on the SFA's premises.

C. The SFA shall have access, with or without notice, to all of the SFA's facilities used by the FSMC for purposes of inspection and audit.

D. Ownership of the beginning inventory of food and supplies shall remain with the SFA.

E. Ownership of all nonexpendable supplies and capital equipment shall remain with the SFA. However, the FSMC must take such measures as may be reasonably required by the SFA for protection against loss, pilferage, and/or destruction.

XII. Certifications

A. The FSMC warrants and certifies that in the performance of this Contract, it will comply with the rules and regulations of the CDE and the USDA, and any additions or amendments thereto, including but not limited to 2 *CFR,* parts 200 and 400, and 7 *CFR*, parts 210, 215, 220, 245, 250, and USDA FNS Instruction and policy, as applicable. The FSMC agrees to indemnify the SFA and the CDE against any loss, cost, damage, or liability by reason of the FSMC's violation of this provision.

B. The FSMC shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education

Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations, and statutes.

C. The SFA and FSMC shall comply with all applicable standards, orders, or regulations issued.

For contracts in excess of $150,000, the SFA and FSMC shall comply with the Clean Air Act (42 U.S.C. sections 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. Section 1251) as amended (Appendix II to 2 *CFR*, Part 200).

D. Debarment and Suspension

The parties shall not enter into contracts with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement programs (Executive Orders 12549 and 12689 and 2 *CFR*, Part 200, Appendix II).

E. Lobbying

The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (2 *CFR*, Section 418) must accompany each subsequent four (4) additional one-year renewals. Contract renewals that do not include this certification will not be accepted for consideration (Appendix II to 2 *CFR* Part 200 Section [I]: Byrd Anti-Lobbying [31 U.S.C 1352]).

XIII. Insurance

The parties shall maintain the following insurances:

A. Workers' Compensation Insurance

Each party shall maintain Workers' Compensation Insurance coverage as required by state law, and Employers' Liability in the amount of one million dollars ($1,000,000.00) for each accident covering all employees employed in connection with child nutrition program operations.

B. Comprehensive or Commercial Insurance

The FSMC shall maintain during the term of this Contract, for protection of the SFA and the FSMC, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than five million dollars ($5,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Broad Form Property Damage Liability on the FSMC-owned property, Blanket Contractual Liability, and Products Liability, covering only the operations and activities of the FSMC under the Contract and, upon request, shall provide the SFA with a

certificate evidencing such policies. The insurance policies shall contain covenants by the issuing company that the policies shall not be canceled without 30 days prior written notice of cancellation to the SFA. With the exception of Workers' Compensation Insurance, the SFA shall be named as an additional insured under the FSMC's policies of insurance to the extent the SFA is indemnified pursuant to this Contract.

C. Property Insurance

The SFA shall maintain, or cause to be maintained, a system of coverage either through purchased insurance, self-insurance, or a combination thereof to keep the buildings, including the premises, and all property contained therein insured against loss or damage by fire, explosion, or other cause normally covered by standard broad form property insurance.

XIV. Termination

Either party may cancel for cause with a 60-day notification if either party breaches a provision of this Contract (7 *CFR*, sections 210.16[d] and 250.12[f][9]). The nonbreaching party shall give the other party notice of such cause. If the cause is not remedied within 10 days, the nonbreaching party shall give a 60-day notice to the breaching party of their intent to terminate this Contract upon expiration of the 60-day period. This Contract may be terminated, in whole or in part, for convenience by the SFA with the consent of the FSMC, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated (2 *CFR*, Section 200.339[a][3]). The Contract may also be terminated, in whole or in part, by the FSMC upon written notification to the SFA, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of a partial termination, if the SFA determines that the remaining portion of the Contract will not accomplish the purposes for which the Contract was made, the SFA may terminate the Contract in its entirety (2 *CFR*, Section 200.339[a][4]). The rights of termination referred to in this Contract are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

Exhibit A

Scope of Work

1. Overview of Latino College Preparatory Academy Food Service Program

A. Scale. The SFA provides food service to approximately 700 children at Latino College Preparatory Academy. The food service prepares approximately 89,000 meals annually.

B. Financial Goals. The SFA, and its board members, have an overall goal of limiting deficit in the nutrition program.

C. Management Goals.

C.a. To provide an appealing and nutritionally sound program for students as economically as possible while in full compliance with all federal, state and local laws and regulations.

C.b. To stimulate student participation in the program through improving relations with students, staff and community by creating awareness of the advantages of a sound food service program.

C.c. To promote an educational value and nutritional awareness where the food service program can interface with other Local Educational Agencies' programs.

C.d. To maintain reasonable competitive prices in the program.

C.e. To maintain student and staff morale at a high level.

D. Food Service Office and Staff. The food service office is located at 14271 Story Road, San Jose, CA 95127.

E. National School Lunch Program, School Breakfast Program and Seamless Summer Feeding Option.

Participation:

PROGRAM	GRADES	MAX ENROLLMENT*	AVERAGE DAILY PARTICIPATION	FULL PAY*	FREE*	REDUCED*
National School Lunch (NSLP)	9-12	860	269	50	174	45
School Breakfast Program (SBP)	9-12	860	226	43	146	36
NSLP Afterschool Meal Supplements (AMS) (Snacks)	9-12	860	None is Prior Years			
Seamless Summer Feeding Option (SSFO)	9-12	200	170		170	

2. Description of FSMC Responsibilities

General: Under the direction of the SFA's Administration, the FSMC selected pursuant to this RFP will provide the following responsibilities and will employ qualified professional(s) to execute duties.

Responsibilities of the FSMC shall include:

A. Purchasing of Supplies for the Food Service Program

Recommend (or be responsible for) purchasing standards and specifications that will result in the best quality of products and services at the lowest price for the food service program**.**

All transactions shall be conducted in a manner so as to provide maximum open and free competition as provided by statute and regulation**.**

The grade, purchase unit, style, weight, ingredients, formulation, etc., shall be in compliance with applicable statutes and regulations**.**

Purchase food and/or supplies (if applicable); if authorized by the SFA, the FSMC shall purchase food used by the food service operation and the purchasing of food shall not displace SFA staff or delegate responsibilities of the SFA to the FSMC**.**

Recommend new or improved procedures for the requisition, receipt, and verification of all supplies used by the food service operation

B. Contracting With Small, and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

The FSMC shall comply with 2 *CFR*, Section 200.321 (as applicable).

C. Buy American

The SFA participates in meal programs that require the use of nonprofit school food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U. S. substantially (51 percent or more by weight or volume) using agricultural commodities that are produced in the U. S. as provided in 7 *CFR*, sections 210.21(d) and 220.16(d). The FSMC must:

1. **Submit certification statements for all processed agricultural products**. The FSMC must provide written documentation to the SFA at the time of delivery for each processed agricultural product certifying that

the food product was processed 100 percent domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume.

OR:

2. **Request SFA approval prior to delivering a nondomestic agricultural commodity or product.** If the FSMC cannot comply with #1 above, the FSMC must notify the SFA in writing 10 days prior to delivering a nondomestic agricultural commodity or product. This written notification must include the following:

a) Whether the request to deliver a nondomestic food is because the product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality, or competitive bids reveal the costs of a domestic product are significantly higher than the nondomestic product

b) The pricing of both domestic and nondomestic products and/or availability data to justify the use of one of the two allowable exceptions

c) A list of alternative domestic substitutes for the SFA to consider for delivery instead of the nondomestic agricultural product

D. Facility or Site Operations

The FSMC shall recommend:

- Recommend (or provide a plan for) safety programs for employees. This includes the possibility of partnering with SFA to provide safety trainings through resources already used by SFA's Human Resources.

- Sanitation standards for housekeeping, preparation, storage, and equipment

- Adjustments to practices and operation of equipment as required

- A Food Safety Plan and participate in the development, implementation, and maintenance of said plan.

- Methods to increase participation at all levels of the SFA's food service programs, improve food quality, and upgrade equipment and facilities

- Hours and number of positions at each site to meet food service operational needs

E. Menus

Adhere to the 21-day cycle menu for the first 21 days of meal service; thereafter, the FSMC may only make changes with the SFA's approval (7 *CFR*, sections 210.10, 210.16[b][1] and 220.8, if applicable)**.**

Provide recommendations for menu development that will result in the best quality of products and services at the lowest price for the food service program**.**

Seek student and parent input on successful menu variation and planning.

Provide, upon request by the SFA, recommended menus to assure compliance with all applicable statutes and regulations; include menu recommendations to meet the needs of students with special dietary needs or disabilities.

F. Quality Control

Recommend or establish a formal structure to routinely and continuously gather input from students, staff, and parents about food services.

Recommend or establish a structure or process to routinely and continuously gather input from food service employees to ensure the most effective and efficient operation possible.

G. Staff

Recommend management staff and structure that will enhance the SFA's food service programs and ensure that the SFA's food service programs are of consistent top quality and held in positive regard by students, staff, and the public.

Recommend or establish and conduct management and staff training programs that will ensure staff development, proper supervision, professional and health certifications, and consistent quality control both in production and service.

Recommend hours and number of positions at SFA site to meet food service operational needs. The SFA needs include:

i) Setting-up meals for the student meal line.
ii) Serving meals
iii) Cleaning-up and disinfecting kitchen area.
iv) Operating Point-of-Sale software for proper collection of daily meal counts.
v) Provide support for compliance reporting.

H. Records

Maintain full and complete financial and inventory records sufficient to meet federal and state requirements and that are in accordance with generally accepted accounting procedures.

Maintain employment records that show FSMC staff have all professional and health certifications as required by federal or state law and the SFA.

I. Education

Recommend actions or events to promote the nutrition education aspects of the food service program, and recommend or cooperate with efforts to merge these actions or events with classroom instruction; the FSMC will work in partnership with the SFA to educate students, parents, teachers, and the community about efforts to promote better nutrition and health.

Coordinate meeting times with the Food Service Director, other SFA staff, and parents or students to discuss ideas to improve the food service program; arrange meetings between an acceptable management representative of the FSMC and the Food Service Director, other SFA staff, and the school board, upon request.

J. Reports

Collect and provide, in the required format, information necessary for school food service claims for reimbursement from state and federal agencies and maintain records of past information; at the end of each month the number of meals to be claimed will be submitted to the SFA contact by the FSMC consultant/representative on or before the 5th of each month (7 *CFR,* 210.16[c][1]).

Provide the SFA with monthly operating statements and other information determined by the SFA regarding the food service programs.

K. Point of Service

Provide and/or implement an accurate point of service meal and milk count; such meal and milk counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under 7 *CFR,* Section 245.8.

Exhibit B

Schedule of Fees

The costs included in the Cost per Meal table comprise the fixed price per meal. The fees are agreed upon by both parties and represent allowable food service costs in accordance with 2 *CFR*, Part 200.

All costs are based on the average daily participation of 490 students in the LEA and 180 number of school days.

Meal Type	Annual Units	Meal Rate	Annual Cost
Breakfast	**39,675**	**$2.00**	**$75,382.50**
Lunch	**32,462**	**$3.00**	**$94,139.80**
Snack	**18,100**	**$.90**	**$16,290.00**
Nonreimburseable Meals	**16,863**	**Same as Above**	**$48,902.70**
Seamless Summer Meals	**3,000**	**Same as Above**	**$8,700.00**
Meal Servers ***(Est 2 x 6hrs x 180 day)s***	**2,160 hrs**	**$18.50**	**$39,960.00**
		Total	**$283,375.00**

Pricing Disclosures for Additional or Upgrade Options

1. Meal Servers can be provided for $18.50 per hour, with a daily minimum of 3 hours per. Server rates in subsequent renewal years will be based on local Minimum Wage + 25%.
    a. Additional 25% covers all employee(r) taxes, benefits, training, supervision, uniforms, serving supplies, and more.
2. Salad Bar as Vegetable Side (price per meal): $ No Additional Price
3. School can choose from 2 breakfast items each day, and up to 4 lunch items.

Service Type & Meal Inclusions

All meals are available as family style or pre-pack, based on school request. All meals are served complete and fully reimbursable by USDA & NSLP standards. Included with every meal:

- Full serving of vegetable
- Full serving of fruit or fruit juice if requested
- Plates, trays, sporks, napkins
- Milk – 1%, Fat Free, & Chocolate options
- Meal appropriate condiments
- Transportation costs

•Exhibit C
•Menu Approved List of Donated Foods

•

USDA Foods Direct Delivery "Brown Box" and DOD Fresh

Better 4 You Meals is registered as a processor of the following USDA Foods direct delivery (aka brown box) foods for 20 21 SY

#	ITEM	LBS per Case	PRICE
100365	Pinto Beans, Can	40.5#	$14.31
100361	Applesauce 96/4.5 OZ	27#	$16.11
100101	Beef Crumbles	40#	$136.66
110322	Beef Patty 2.2 z	40#	$136.46
100101	Chicken, Diced	40#	$74.22
110624	Blueberry, Highbush Frozen	30#	$30.40

#	ITEM	LBS per Case	PRICE
100362	Refried Beans, Can	42#	$19.56
100119	Turkey Taco	30#	$47.64
110921	Grilled Chicken Fillet	30#	$70.70
101031	Rice, Brown	25#	$9.28
100357	Potatoes, Fries	30#	$24.73
110462	Chicken, Strips	30#	$56.48
110860	Strawberry Slices, Unsweetened Frozen	30#	$36.65

Per the usda national price file, Better 4 You Meals will credit the above average national prices per case. That full file and associated regulation and information can be found here:
https://www.fns.usda.gov/sites/default/files/resource-files/Average%20Material%20Price_SY21.xlsx

These prices will be utilized for SY 2020-21, per USDA processor regulation, to allow for consistent crediting and inventory valuation. It is important for a school to note that each truckload of items requested on survey and subsequently received by the state on various shipments may vary. The state may list differing survey, allocation, and entitlement values order values as the product moves through the USDA Foods supply chain. Cases will be credited based on the schools monthly usage from menu orders at the above value for all of SY 2020-21, and credits will post to the schools invoices at the above amount per case.

It is the schools' responsibility to make payment direct to the state for any admin fees for utilization of this program directly to its state agency.

Schools must place on surveys in accordance with the menu use of above featured items to ship DIRECTLY to Better 4 You Meals facility, in the manner approved by the state agency, not to exceed annual usage. Better 4 You Meals will provide an annual estimate of maximum menu usage estimates based on existing contracted meals to help guide school survey requests.

Truckload completion is dependent upon state agency ability to coordinate the availability and shipping of the USDA foods direct to Better 4 You Meals by the appropriate vendor in the volume necessary to complete the school request during the school year.

Better 4 You Meals is responsible for receiving and utilizing the truckloads of the above foods and will substitute commercial and USDA Foods goods of equal or better quality and domestic origin in compliance with USDA regulation on substitution in order to practice FIFO and ensure safe, high quality, fresh foods through the entire school year.

Better 4 You Meals cannot take possession nor use in its menus any items it is not registered to process for that school year, nor which arrive to the school location or state warehouse rather than direct to their production facilities.

For any program administration questions and coordination of Better 4 You Meals utilizing USDA foods listed above or coordinating fresh produce usage via FFAVORS DOD Ordering direct to Better 4 You Meals, please reach out to Riva Figueroa, Senior Director of Operations, rfigueroa@better4youmeals.com

School Year 20 21

Latino College Preparatory Academy (LCPA)
Charter Petition Renewal

Appendix 40: School Food Services
Contract with Better 4 You Meals

Month Day, Year

Dear Parents or Guardians:

State and federal laws require all school districts in California to give a state test of English proficiency each year to every student who is identified as an English learner. In California, the name of this test is the English Language Proficiency Assessments for California (ELPAC). The results of the ELPAC help to measure how each student is progressing toward proficiency in English in the areas of listening, speaking, reading, and writing.

Your child has been given the ELPAC for the current school year, and the results are attached. Based on your child's performance on this test, **[he or she]** may be reclassified as fluent English proficient (RFEP). In addition to the ELPAC results, criteria used to make this decision include an evaluation of your child's academic performance by the teacher, your opinion as the parents or guardians about his/her proficiency in English, and your child's performance on standardized testing.

You are invited to attend a special meeting at the school to discuss the reclassification process and the recommended program for your child on **[date]** at **[time]** in **[location]**. Please contact the school office at **[phone number]** to tell us whether or not you are able to attend. Questions about the ELPAC or your child's results also should be directed to the same number.

We urge you to attend this important meeting and continue to
be actively involved in your child's learning.

Sincerely,

_____

Sherry Segura, PhD.
Chief Academic Officer

STUDENT INFORMATION				
STUDENT NAME:			SCHOOL:	PRIMARY LANGUAGE:
STUDENT ID:	DOB:	GRADE:	PROGRAM START DATE:	SCHOOL YEAR:

I. RECOMMENDATION FOR RECLASSIFICATION

A. Request initiated by: Date Initiated:

II. ASSESSMENTS

A. English Language Proficiency Assessment *Date:*

California English Language Development Test (CELDT)

Domain	Required Level	Level Achieved
Overall	4-Early Advanced	
Listening	3-Intermediate	
Speaking	3-Intermediate	
Reading	3-Intermediate	
Writing	3-Intermediate	

Comments:

B. Comparison of Performance in Basic Skills

B1) 9th & 10th Grade- *Measures of Academic Progress (MAP)*

Test Event	Required Level	Level Achieved
Language 2-12 CA 2010	Average Percentile (40%)	
Reading 6+ CA 2010		

Comments:

B2) 11th & 12th Grade- *Smarter Balanced (SBAC)*

Test Event	Required Level	Level Achieved
English/Language Arts	Achievement Level 2	

Comments:

III. TEACHER EVALUATION & ACADEMIC PERFORMANCE

Teacher evaluation including, but not limited to, a review of the student's curriculum mastery.

A. Reclassification Recommended? Teacher Comments:
Yes: _____ **No:** _____

B. English Course Grade
Minimum Requirement: **C–**
Grade Received:

Check One:

❒ Student's proficiency in English and achievement in school is equal to that of native English speakers. It is recommended that student be reclassified as Fluent English Proficient (RFEP).

❒ Student is not yet performing as fluent English proficient. Reclassification as Fluent English Proficient (RFEP) is not recommended.

Teacher Name:_____ Teacher Signature:_____ Date:

Site Administrator Name:_____ Site Administrator Signature:_____ Date:

Overall Comments: _____

IV. DOCUMENTATION OF COMMUNICATION TO PARENT/GUARDIAN

❒ Letter (U.S. Mail) ❒ Phone Call ❒ Conference *Date of Communication:* _____

Parental/Guardian Authorization

❒ I agree with this recommendation to reclassify my child as a Fluent English Proficient (FEP)
❒ I would like a conference with school personnel to discuss this further before agreeing
❒ I do not agree at this time

***PLEASE SIGN HERE-** Parent/Guardian Signature: _____ Date:

If you do not return this form to your child's school within ten (10) days, your child will be reclassified to Fluent English Proficient (FEP).

Official Use Only

❒ Reclassification Approved (met all criteria)
❒ Reclassification Not Approved

_____
ELSD Director Signature Date

***Student reclassification policy and procedures are based on the four criteria set forth in the reclassification guidelines approved by the State Board of Education (Education* Code Section 313(d)).**

Month Day, Year

Estimados padres de familia o tutores:

Las leyes estatales y federales requieren que todos los distritos escolares de California apliquen cada año una prueba estatal de dominio del inglés a todos los estudiantes identificados como estudiantes de inglés como segunda lengua (conocidos en inglés como *English learners*). En California esta prueba se llama Las Pruebas de Suficiencia en el Idioma Inglés de California (English Language Proficiency Assessments for California), o "ELPAC". Los resultados de la prueba ELPAC ayudan a medir el progreso de cada estudiante hacia el dominio del inglés en las áreas de comprensión auditiva, expresión oral, lectura y expresión escrita.

Su hijo/a ha participado en la prueba ELPAC correspondiente al presente año escolar, y los resultados están adjuntos. De acuerdo con el rendimiento que demostró en esta prueba, podrá ser reclasificado como estudiante con dominio competente del inglés (conocido en inglés como *reclassified fluent English proficient* o, por sus siglas en inglés, como RFEP). Además de los resultados de la prueba ELPAC, los criterios usados para tomar esta decisión incluyen una evaluación del rendimiento académico de su hijo/a realizada por el maestro, su opinión, como padre de familia o tutor, sobre la competencia de su hijo/a en inglés y el rendimiento de su hijo/a en la Prueba de los Estándares Académicos de California en Lengua y Literatura en Inglés y aplicada como parte del Programa de Exámenes y Reportes Estandarizados.

Le invitamos a asistir a una junta especial en la escuela para discutir el proceso de reclasificación y el programa recomendado para su hijo/a el **[put date in Spanish here]** a las **[put time in Spanish here]** en **[put location in Spanish here].** Llame a la oficina de la escuela al **[put phone number here]** para indicar si podrá asistir. Si tiene alguna pregunta sobre la prueba CELDT o los resultados de su hijo/a, llame al mismo numero.

Le instamos a asistir a esta importante junta y a que continúe participando activamente en el aprendizaje de su hijo/a.

Atentamente,

_____

Sherry Segura, PhD.
Chief Academic Officer

INFORMACIÓN DEL ESTUDIANTE				
NOMBRE:			ESCUELA:	IDIOMA PRINCIPAL:
ID:	FDN:	GRADO:	FECHA DE INICIO DEL PROGRMA:	AÑO ESCOLAR:

I. RECOMENDACIÓN PARA RECLASIFICACIÓN

A. Iniciado por: Fecha iniciado:

II. PRUEBAS

A. Resultados de la evaluación de la lengua *Fecha:*

Las Pruebas de Suficiencia en el Idioma Inglés de California (ELPAC)

Áreas	Nivel Requerido	Nivel Logrado
Compresión auditiva	4-Avanzado	
Expresión oral	3-Intermedio	
Lectura	3-Intermedio	
Expresión escrita	3-Intermedio	
Total	3-Intermedio	

Comentarios:

B. Comparación de rendimiento en habilidades básicas

B1) 9th & 10th Grade- *Measures of Academic Progress (MAP)*

Áreas	Nivel Requerido	Nivel Logrado
MAP: Artes de Lenguaje	Promedio de Percentil (40% o mejor)	
MAP: Lectura		

Comments:

B2) 11th & 12th Grade- *Smarter Balanced (SBAC)*

Áreas	Nivel Requerido	Nivel Logrado
Smarter Balanced: ELA	Nivel de Logro 2	

Comments:

III. EVALUACIÓN DEL MAESTRO Y RENDIMIENTO ACADÉMICO

Evaluación del maestro que incluye, pero no se limita a, una revisión del dominio curricular del estudiante.

A. Reclasificación recomendada ?
Sí : _____ **No:** _____

Comentatrios del maestro:

B. Grado del curso de inglés
Minimo Requirido: **C–**
Grado logrado:

Marque uno :

❒ El dominio del estudiante en inglés y el rendimiento en la escuela es igual al de los hablantes nativos de inglés. Se recomienda que el estudiante sea reclasificado como Competente en Inglés Fluido (RFEP).

❒ El estudiante todavía no se está desempeñando como un dominio fluido del inglés. No se recomienda la reclasificación como dominio fluido del inglés (RFEP).

Nombre del maestro:_____ Firma del maestro:_____ Fecha: _____

Nombre del administrador:_____ Firma del administrador:_____ Fecha: _____

Ultimos comentarios: _____

IV. DOCUMENTACIÓN DE COMUNICACIÓN A PADRE / TUTOR

❒ Letter (U.S. Mail) ❒ Phone Call ❒ Conference *Date of Communication:* _____

Autorización parental / tutor

❒ Estoy de acuerdo con esta recomendación de reclasificar a mi hijo/a como un Fluent English Proficient (FEP)
❒ Me gustaría una conferencia con el personal de la escuela para discutir esto más a fondo antes de acordar
❒ No estoy de acuerdo en este momento

***Firma-** PADRE / TUTOR : _____ Fecha:

Si no devuelve este formulario a la escuela de su hijo/a dentro de los diez (10) días, su hijo será reclasificado como Competente en Inglés (FEP).

Official Use Only

❒ Reclassification Approved (met all criteria)
❒ Reclassification Not Approved

_____
ELSD Director Signature Date

La política y los procedimientos de reclasificación de estudiantes se basan en los cuatro criterios establecidos en las pautas de reclasificación aprobadas por la Junta Estatal de Educación (Sección 313 (d) del Código de Educación

Latino College Preparatory Academy (LCPA)
Charter Petition Renewal

Appendix 41: English Learner (EL)
Relassification Guide