

Speech-Language Pathologist School Contract

Advantage Therapy Services "Company" and Blue Oak Charter School ("School") (each a "Party" and both the "Parties") mutually agree as follows:

1. A speech-language pathologist, associated with Company, will provide speech-language services to the School on a full-time basis beginning 04/16/2025 and continuing until further notice or termination from either party (the "Term"). This contract may be renewed the following school year if both parties agree to continue speech therapy services.

2. Speech-Language Services

- 2.1. Speech-language pathologists work to prevent, assess, diagnose, and treat speech, language, social communication, cognitive-communication, and swallowing disorders in children and adults.
- 2.2. Speech-language services include any, all, or some of the following:
 - 2.2.1. Screening of speech-language, cognitive, and pragmatic disorders.
 - 2.2.2. Diagnosis of speech-language, cognitive, and pragmatic disorders.
 - 2.2.3. Treatment of speech-language, cognitive, and pragmatic disorders.
 - 2.2.4. Preparation of materials necessary for such treatment.
 - 2.2.5. Record keeping and documentation.
 - 2.2.6. Report writing.
 - 2.2.7. Writing complete speech-language IEPs.
 - 2.2.8. Consultation with school officials and families.
 - 2.2.9. Attendance at IEP and other meetings as necessary.
 - 2.2.10 Supervision of speech-language assistants.

3. Compensation and Hours Allowed

- 3.1. Company shall be compensated \$117 per hour for all speech-language services due bi-weekly each month.
- 3.2. All amounts payable under this Agreement shall be paid directly to Company.
- 3.3. The School shall receive an invoice of the hours worked by the speech-language pathologist provided by the Company.
- 3.4. If services vary due to illness, professional meetings, inclement weather, school closing, or additional hours approved by the Director of Special Education, appropriate adjustment will be reflected in the invoices provided by the Company.

4. Company Responsibilities and Requirements

- 4.1. Company shall provide speech-language services to a standard of quality typical of professionals in the speech-language industry.
- 4.2. Company shall perform its duties and responsibilities under this Agreement with commercially reasonable best efforts.
- 4.3. Company shall carry professional liability insurance with a minimum policy limit of 1,000,000 per occurrence.
- 4.4. Company will comply with all Federal, State, and Local regulations concerning IDEA and maintenance of confidentiality.

4.5. To enforce Agreement, Company may utilize subcontracts and/or employees to implement services. All subcontractors and employees will provide ONLY services listed above. Rates will be implemented as outlined in this Agreement.

5. School Responsibilities and Requirements

- 5.1. School will use commercially reasonable efforts to assist Company in providing speech-language services.
- 5.2. School will provide a clean, quiet, and organized private treatment space as well as any materials or support services required by Company.
- 5.3. School will provide all necessary training and onboarding services to the speech-language pathologist during their first week of work for the School.
- 5.4. The school shall not require the speech-language pathologist to exceed 55 cases for speech-language services, per California Code, Education Code EDC § 56363.3

6. General Terms.

- 6.1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one signed agreement between the Parties. Signatures may be transmitted by facsimile or a scanned copy and shall be deemed original.
- 6.2. This Agreement, including all schedules and exhibits that are incorporated herein by reference, contains the entire agreement of the Parties regarding the subject matter described herein, and all other promises, representations, understandings, arrangements, and prior agreements related thereto are merged herein and superseded hereby. The provisions of this Agreement may not be amended, except by an agreement in writing signed by authorized representatives of both Parties.
- 6.3. Company is an independent contractor of School and not an employee, agent, partners, representative or broker of School.
- 6.4. Each Party shall at all times comply with all applicable laws and government rules, regulations, and guidelines pertaining to its business, products or services, employment obligations, and the subject matter of this Agreement. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to its choice of law rules.
- 6.5. This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof, and supersedes any and all other written or oral communications, agreements, or contracts between parties with respect to this subject matter.

7. Direct hire, non-solicitation

7.1. School, or it's designee, agrees to notify Company in writing of it's intent to hire, enter into an arrangement to hire, or contract for services with any personnel who worked for Company in scheduled assignment in a facility during the preceding twelve (12) month period. In the event that the school or it's designee, does hire such personnel, the school, or it's designee, agrees to pay Company a onetime hire "Fee" of \$10,000.

8. Term and Termination:

- 8.1. Termination without cause: Either party has the right to terminate the agreement for either of the two contract positions, without cause by giving 30 days written notice. In the event of accident, illness, or injury preventing the Company from completing the contracted services, the contract will be terminated immediately.
- 8.2. Termination with cause: Either party reserves the right to terminate this agreement immediately if the other party fails to comply with the terms and conditions of this agreement and such failure for 15 days following receipt of written notice.

9. Construction

- 9.1. Section headings are included herein solely for convenience of reference and shall not be construed as part of any section or to modify the contents thereof.
- 10. Governing Law
 - 10.1. This Agreement shall be governed by and construed under internal laws of the State of California without reference to conflicts of law principles.
- 11. Interpretation
 - 11.1. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against one party whether under any rules of construction or otherwise. On the contrary, this Agreement has been negotiated by and between the parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish the purposes and intentions of all parties hereto.

Authorized Signature for the School/District	Date	
Advantage Therapy Services		
Haly un	04/16/2025	
Authorized Representative Signature	Date	
Name: Haley Willis		

Title: CEO

Grant Award Notification

Ordin 7 that a 110				
GRANTEE NAME AND ADDRESS	CDE GRANT NUMBER			
Susan Domenighini, Superintendent Blue Oak Charter 4215 Spring Street Suite, 127	FY	PCA	Service Location	Suffix
Chico, CA 95926-7238	24	15197	C0415	EC
Attention Susan Domenighini, Superintendent	1	NDEX	Count	y Code
Email sdomenighini@blueoakcharterschool.org	0633		04	
Telephone (530) 879-7483	STANDARDIZED ACCOUNT CODE STRUCTURE		RUCTURE	
Grantee Unique Entity ID (UEI) YMR6T4WDB4H6	Resource Code Revenue Object Co		bject Code	
Program Office Mental Health ADA Region Group:EC.03		3327	8	182

Name of Grant Program 2024-25 Mental Health Average Daily Attendance (MHADA)

GRANT	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
DETAILS	\$2,715		\$2,715		7/1/2024	9/30/2026
ALN	Federal Award ID Number	Fed	eral Grant Name		Federal A	gency
84.027A	H027A240116	IDEA F	Part B, Section 61	1	U.S. Dept. of	Education

I am pleased to inform you that you have been funded for the 2024-25 Mental Health Average Daily Attendance (MHADA) grant.

This award is made contingent upon the availability of funds. If the Legislature takes an action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please submit your e-signature to accept this award within 10 business days via Adobe Sign. Upon completion, an automated email with a final PDF copy will be sent to all parties, including the business officials and special education directors who are cc'd on the award email with view only access.

By e-signing this document, your organization is voluntarily agreeing to conduct business with the California Department of Education (CDE) electronically. If you do not wish to do so, please immediately contact the Education Programs Consultant listed below to discuss other signing options.

California Department of Education Contact Emily Bunnell	Job Title Education Programs Consultant	
E-mail Address mhada@cde.ca.gov	Telephone 916-327-3536	
Authorized by the State Superintendent of Public Instruction	or Designee Date	
Tony Thurmond	May 6, 2025	
CERTIFICATION OF ACCEPTANCE OF	GRANT REQUIREMENTS	

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding. On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.

Printed Name of Authorized Agent Susan Domenighini	Title Executive Director
E-mail Address sdomenighini@blueoakcharterschool.org	Telephone 530-879-7483
Signature Susan Domenighini Susan Domenighini (May 13, 2023 14:55 PDT)	Date 5/13/25

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Federally Funded Requirements

The grantee must comply with the Cash Management requirements that pertain to Title 2, Code of Federal Regulations (CFR) sections 200.302 and 200.305. Grantees of advanced federal funds must calculate and report interest on a quarterly basis to the CDE at cashmanagement@cde.ca.gov and at least annually, remit any interest earned greater than \$500 per year. Additional information is available on the CDE Interest Earned on Federal Funds web page at https://www.cde.ca.gov/fg/ac/co/intfedfunds.asp. Contact cashmanagement@cde.ca.gov if you have any questions.

Conditions of the Grant Award

- This grant was awarded to the California Department of Education (CDE) by the U.S. Department of Education (ED). This program is authorized under the Individuals with Disabilities Education Act (IDEA), Part B, Section 611, as amended on December 3, 2004, and codified under Public Law (PL) 108–446, 20 United States Code (USC) 1400 et seq. Implementing regulations for this program are in Title 34 of the Code of Federal Regulations (CFR) Part 300. This grant shall be administered in accordance with the provisions of the IDEA.
- 2. IDEA, Part B, funds are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified in 2 CFR Part 200 and commonly referred to as the Uniform Guidance. The Uniform Guidance provisions in 2 CFR Part 200 replace provisions previously found in the Education Department General Administrative Regulations or EDGAR in 34 CFR parts 74 and 80 and prior Office of Management and Budget Circulars A-87 and A-133.
- General assurances and certifications are required for grants supported by federal funds and are hereby incorporated by reference. The CDE has agreed to accept the assurances your agency currently provides in the Consolidated Application. Information about the general assurances and certifications are available at the CDE General Assurances 2024–25 web page at https://www.cde.ca.gov/fg/fo/fm/generalassurances2024-25.asp.
- 4. The grantee must sign and complete the Certification of Acceptance of Grant Requirements section of the AO-400, which certifies the grantee accepts and agrees to the conditions of the grant. The grantee must return the signed AO-400 to the CDE.
- 5. Acceptance of IDEA funds requires the grantee to complete and submit the following IDEA fiscal reports: Maintenance of Effort (MOE), per 34 *CFR* 300.203 (b–d), and Excess Cost, per 34 *CFR* 300.16. References listed above are available on the US Department of Education IDEA web page at https://sites.ed.gov/idea/regs/b/c/300.203 and https://sites.ed.gov/idea/regs/b/c/300.203 and https://sites.ed.gov/idea/regs/b/a/300.16.
- 6. Note that payments are made on a reimbursement basis. In order to request reimbursement, the grantee must complete and return the Special Education Federal Grant: Expenditure Report (ER) Mental Health Average Daily Attendance Allocation. Each Expenditure Report submission must be accompanied by a completed Detailed Summary of Mental Health (MH) Expenditures Worksheet and a Community Mental Health Affiliates (CMHA) or Private Providers (PP) Worksheet/LEA Transfer Service Provider Worksheet, as appropriate. For more information on expenditure reporting and appropriate use of supplemental worksheets, please refer to the detailed resources and forms that can be found on the MHADA Padlet at https://padlet.com/aslater47/mental-health-ada-x12u44o60h632y2u. Note that grantees must maintain and have available documentation with sufficient detail to enable the California Department of Education (CDE) to establish a link between the services claimed and each student's Individualized Education Program (IEP). This backup documentation must be provided upon request.

The Funding Profile for the Mental Health Average Daily Attendance (MHADA) Allocation Grant, and the Local Educational Agency (LEA) Grants webpage can be found on the Funding Profile (ID 6218) CDE webpage at https://www.cde.ca.gov/fg/fo/profile.asp?id=6218&recID=6218.

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Ensure these funds are appropriately reported by using the Standardized Account Code Structure (SACS) indicated on this award. The PCA/Resource Detail can be found at the SACS Query webpage at https://www2.cde.ca.gov/sacsquery/pcadetail.asp?pca=15197&resourcecode=3327. All approved project funds must be expended within the designated award period.

Note: The Federal Cash Management Improvement Act of 1990 was enacted by PL 101–453 and codified at 31 *USC* sections 3335, 6501, and 6503. The implementing regulations are provided in Title 31 of the *CFR* Part 205. In accordance with Title 31 *CFR* Part 205.10, the CDE grant allocations must be limited to the actual, immediate cash requirements of the grantee.

- 7. Upon completion of grant conditions 3 through 6, the initial payment will be processed up to the actual expenditures reported and approved by the CDE.
- 8. For the Final Expenditure Report, the grantee must report any indirect costs for the grant award period. Total indirect costs must not exceed the negotiated, approved, federally recognized indirect cost rate (ICR) for agency-wide and general management costs according to *CFR* Part 200.331(a)(4). The CDE-approved rates for LEAs are available on the CDE ICR web page at https://www.cde.ca.gov/fg/ac/ic/.
- 9. The grantee must complete and submit the Final Expenditure Report and supplemental worksheet(s) to MHADA@cde.ca.gov no later than October 10, 2026, in order to meet end-of-year federal reporting and payment deadlines. If October 10 falls on a weekend, the final Expenditure Report will be due on the following Monday. Upon receipt of these documents, up to 100 percent of the grant will be reimbursed.
- 10. Under the False Claims Act, each recipient awarded funds under the IDEA shall promptly refer to the ED Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Information about the ED OIG Hotline is available on the OIG Hotline Fraud Prevention web page at https://oig.ed.gov/oig-hotline.
- 11. Under authority of the CDE, if your agency is identified as noncompliant, special conditions may be imposed. The State Superintendent of Public Instruction may authorize the CDE to withhold partial or total funding. Agencies with sanctions will receive notification of special conditions. No payments will be released to agencies with special conditions until the CDE receives written notification from the agency agreeing to the special conditions.

If you have any questions regarding this grant, please contact the MHADA Team by email at MHADA@cde.ca.gov. Please include the Fiscal Year, Region Group number (RG#), Grantee Name, and Document name (RG# is found in the Program Office line of this GAN) in the subject line of emails sent to the MHADA Team. (Example: FY-RG# LEA Unified – GAN)

If you have questions regarding payment status, please contact the Special Education Division, Fiscal Payments I Unit, by email at SEDgrants@cde.ca.gov. Please include the CDE grant number, LEA name, and subject (found at the top right-hand corner, and the header of this grant award notification) in the subject line. (Example: FY-PCA-Service Location-Suffix LEA Name – Subject)

cc: Business Fiscal Officer Special Education Director

Proposal -

Purchase a 12 seat van to help with the transportation needs of the school.

Anyone can drive this van with proper clearance.

Much needed transportation - for students. Estimated cost to purchase a new van \$50k.

Possible uses -

Daily bus service for our students. This could help attendance. There is a real need for us to transport students.

Chico Unified

Passenger Van Driver 4 \$17.55-27.22

\$20.00 x 5 yrs per day 100/day =\$17,600 plus benefits

1: Oil changes every 5,000 miles: \$150-\$200 (2-3 times a year)

2: New Tires: \$500-\$750 (every 2 years)

3: Rotate Tires Every 6 months: Free when done at the business where the tires were purchased.

3. Brake Pads/Turn the Rotors: Every 2-3 years: \$1,000

4. General Tune up every 5 years: includes spark plugs, check the engine timing, air filter, fuel filter, ignition wires: includes inspection/replacing of: engine performance, belts, hoses, engine cooling system, air conditioning system: \$1,000.

Oil Changes, Brake pads, possible Rotor Clean up and Tires will be costly for the first 5 years for a new Van:

\$670 year over the first five years.

Any maintenance work may need to be done by ASE Certified, licensed, insured and bonded mechanics only.



Fiscal Policies and Procedures

April 2025

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Overview

The Blue Oak Charter Council (BOCC), as the Governing Board of BLUE OAK CHARTER SCHOOL, has reviewed and adopted the following policies and procedures to ensure the most effective use of the school's funds to support the mission and ensure that the funds are budgeted, accounted for, expended, and maintained appropriately.

The BOCC formulates financial policies and procedures, delegates administration of the policies and procedures to the Executive Director, and reviews operations and activities regularly.

The Executive Director is responsible for all operations and activities related to financial management.

Financial duties and responsibilities must be separated so that no one employee has sole control over cash receipts, disbursements, payrolls, and bank account reconciliations.

All administrative employees are required to take annual vacations of at least five (5) consecutive days.

The BOCC may appoint someone else to perform the Executive Director's responsibilities in the case of absence.

The BOCC will commission an annual financial audit by an independent third-party auditor who will report directly to them. The BOCC will approve the final audit report, and a copy will be provided to the charter-granting agency. Any audit exceptions and/or deficiencies will be resolved to the satisfaction of the BOCC and the charter-granting agency.

Since Blue Oak is a non-profit organization and exceeds the \$2 million revenue threshold, the compensation and benefits of its Chief Executive Officer and Chief Financial Officer will be reviewed and approved by the BOCC upon hiring, contract extension or modification.

Blue Oak Charter does not compensate its officers or BOCC members.

Blue Oak Charter will follow and adhere to both generally accepted accounting principles (GAAP) and Nonprofit Reporting Standards established by the Financial Accounting Standards Board (FASB).

<u>BP 3010 – Budget Development</u>

Policy

The Blue Oak Charter School BOCC recognizes the importance of having a timely and accurate budget that supports and defines the school's educational goals. This policy ensures stakeholder participation in developing and revising both a current-year budget and a multi-year projection budget.

Oversight Calendar and Responsibilities

January - February

- 1. The Back Office Provider works with the Executive Director to review the Governor's proposed state budget for the upcoming fiscal year, and identify the likely range of revenues for the school's upcoming fiscal year (July 1- June 30).
- 2. The Business Manager and Executive Director review and prepare a set of proposed budget development principles for BOCC review and approval.
- 3. Develop a rough planning budget for the upcoming fiscal year, including projected enrollment and any proposed staffing changes.
- 4. Develop a three-year budget projection in accordance with the school's established strategic and growth plans.
- 5. Continue ongoing monitoring and revision of the current year's budget.
- 6. The Back Office Provider and Executive Director review the P-1 attendance report, adjusting the budget as needed if P-1 materially varies from census day counts.

March - April

- 1. The Back Office Provider and Executive Director develop a formal budget plan for the upcoming fiscal year.
- 2. The Second Interim Budget Report will be prepared by the Back Office Provider and the Executive Director no later than March 15th and presented for Finance Committee and BOCC approval. This report will contain current-year actuals through January 31st compared to both the Initial Budget and the Current Proposed Budget.
- 3. If necessary, the Finance Committee of the BOCC solicits bids for the annual audit and elects an auditor.

May - June

- 1. The Back Office Provider and Executive Director review revenue projections after the Governor's annual "May Revise" budget figures and fine-tune the upcoming fiscal year budget to accommodate any changes. This budget will include monthly cash flow projections.
 - https://docs.google.com/document/d/10M9wSaX1RQ8B5Aa6mU0dvW2rKmDMV6FzkPIriN7dwoM/edit?tab=t.0#heading=h.2h7z37w2ub4a
- 2. The Back Office Provider and Executive Director verify that the budget ties in with LCAP spending.
- 3. The Finance Committee and BOCC review and formally adopt a budget and the Local Control Accountability Plan (LCAP) for the upcoming fiscal year before June 15. A copy of

- the final budget is provided to the charter-granting agency.
- 4. Continue ongoing monitoring and revision of the current year's budget.

July - August

- 1. Books for the prior fiscal year are closed, all transactions are posted, and records assembled for audit.
- 2. The budget is updated with actual enrollment information and is ensured to be aligned with the actual adopted governor's budget via the FCMAT calculator.
- 3. Independent auditor performs an audit of the just-closed fiscal year and prepares an audit report for submission to the Finance Committee and BOCC.

<u>September - December</u>

- 1. At the end of the first full week of school on census day and again after the P-1 attendance report is available, the Executive Director reviews the Charter School's actual attendance figures and notifies the BOCC if attendance is below budget projections. If needed, the school's budget is again revised to match likely revenues.
- 2. The BOCC reviews a copy of the audit. The Back Office Provider and the Executive Director address any audit exceptions or adverse findings. Audit reports and any follow-up plans are submitted to the charter-granting agency.
- 3. The Back Office Provider and the Executive Director will prepare a first interim budget report no later than December 15th and present it for BOCC approval. This report will contain current-year actuals through October 31 compared to both the Initial Budget and the Current Budget.
- 4. Ongoing monitoring and revision of the current year budget.

BP 3020 – Fiscal Control

Policy

The Blue Oak Charter School BOCC is committed to fiscal responsibility and conservative fiscal management. This policy is adopted to ensure that, (1) expenditures are authorized by and in accord with amounts specified in the BOCC-adopted budget, (2) the school's funds are managed and held in a manner that provides a high degree of protection of the school's assets, (3) internal controls and segregation of duties are maintained and (4) all transactions are recorded and documented appropriately.

Procedures

1. Segregation of Duties, Accounts Payable & Oversight

The Executive Director shall approve all proposed expenditures.

The Executive Director shall review purchases for consistency with the BOCC-adopted budget prior to signing a Purchase Requisition form or Purchase Order.

The Executive Director must sign all requests for checks. The Executive Director will review and authorize all invoices prior to payment and recorded as payables. Ongoing, regular invoices, such as utilities, can be pre-approved on an annual basis by the Executive Director as sanctioned by the BOCC.

All transactions will be posted in an electronic general ledger. Transactions will be posted to the general ledger by staff from the back office provider. To ensure segregation of recording and authorization, accounts payable personnel may not sign purchase requests, checks or purchase orders.

All expenditures will be reviewed monthly by both the Finance Committee and the BOCC of Directors in the form of a Check Register/Warrant Report.

The Business Office personnel will place orders to be delivered to the school site. When received, the requesting teacher or other staff will verify receipt of goods according to the purchase order, sales order, or invoice before disbursement.

2. Annual Financial Audit

The BOCC will annually contract with an independent certified public accountant to perform an annual fiscal audit for the prior year ending June 30.

The BOCC may elect to enter into a multi-year contract with an audit firm, but must change site auditors at least every three years.

The audit shall include, but not be limited to:

An audit of the accuracy of the financial statements

An audit of the attendance, accounting and revenue claims practices

An audit of the school's internal control practices

Fraud interviews with at least one BOCC member and 3 staff selected by the auditor

If the Federal funding threshold is exceeded, the audit shall be prepared in accordance with any relevant Office of Management and Budget audit circulars.

The Audit shall be completed, reviewed by the BOCC, and submitted to the charter granting agency, the County Office of Education, the Office of the State Controller and California Department of Education prior to December 15th of each year.

3. Budget Transfers

The Executive Director has the authority to transfer up to \$5,000 between unrestricted budget line items to facilitate continued operations. The Finance Committee and the BOCC will review all such transfers at the next regularly scheduled meeting.

4. Banking Arrangements

The School will maintain its accounts either in the County Treasury or at a federally insured commercial bank or credit union. Funds will be deposited in non-speculative accounts, including federally insured savings or checking accounts, or invested in non-speculative federally backed instruments or in the County's Pooled Money Investment Fund.

If funds are held in accounts outside of the County Treasury, the BOCC must appoint and approve all individuals authorized to sign checks or warrants in accordance with these policies.

The BOCC will approve the list of authorized signers on the school account in advance. At least two individuals but no more than three will be authorized to sign checks. These signers will consist of the CEO, CFO, and Executive Director of Blue Oak Charter School.

The BOCC will authorize all transactions to open and close bank accounts.

The Business Office personnel and the Executive Director will be responsible for all blank checks and will keep them secure.

The School's back office provider will reconcile the school's ledger(s) with its bank accounts or accounts in the county treasury on a monthly basis and prepare (1) a balance sheet, (2) a comparison of budgeted to actual revenues and expenditures to date, and (3) a cash flow statement. The Finance Committee, including the Treasurer, Executive Director, and the BOC,C will review these statements each month.

The School will deposit all funds received as soon as practical upon receipt and in no event later than seven days after receipt. Funds will be in a locked cabinet or safe while awaiting deposit.

5. Purchasing

A good faith effort will be made to obtain the lowest possible purchase price for goods and services of equivalent quality.

All purchases in excess of \$5,000 must be bid by a BOCC-approved process.

Documentation of this effort will be maintained along with purchasing documentation.

The bid process may be suspended in emergency circumstances. The BOCC will then be notified of the expenditure at the next regular meeting.

The Executive Director may authorize expenditures within the approved budget. The Finance Committee and the BOCC will review and accept all expenditures via review of a check register and ACH debits, which list all checks and debits written during a set period of time and include check #, payee, date, and amount.

Individuals other than the Executive Director are not authorized to make purchases without written prior approval. A Purchase Requisition must be prepared and approved in advance of any purchase requested on behalf of the school. The Executive Director must authorize and sign the purchase requisition prior to purchase. No other individual may authorize purchases. This includes members of the BOCC and subcommittees of the BOCC.

When approving purchases, the Executive Director must:

- 5.1.1. Determine if the expenditure is budgeted
- 5.1.2. Determine if funds are currently available for expenditures (i.e. cash flow)
- 5.1.3. Determine if the expenditure is allowable under the appropriate revenue source
- 5.1.4. Determine if the expenditure is appropriate and consistent with the vision, approved charter, school policies and procedures, and any related laws or applicable regulations.
- 5.1.5. Determine if the price is competitive.

Any individual making an authorized purchase on behalf of the school must provide the business office with appropriate documentation of the purchase.

Individuals who use personal funds to make unauthorized purchases will not be reimbursed. Authorized purchases will be reimbursed by a bank check upon receipt of appropriate documentation of the purchase.

6. Cash on Hand

Other than the minimal cash needed to support fundraising, no cash will be kept on site.

7. Cash Receipts and Deposits

Segregation of Duties – Duties are to be separated when handling cash. A system of checks and balances in which tasks are performed by different individuals for adequate control will be implemented. For example, the same person is not to collect money from students or other payees, post receivables and other accounting records, and prepare and make the deposit.

It is the Executive Director's responsibility to scrutinize all documents to ensure that the amount being deposited includes everything that was collected.

Mail containing payments is to be opened and recorded in one central location by someone who will have no further involvement with the deposit or accounting for cash receipts. The person opening the mail will record all funds received in a pre-numbered, multi copy receipt book and place it in the business office lock box by the end of that business day. The business office staff will verify that the deposit reconciles with the receipt.

Necessary initial control for in-person or over the counter receipts requires the person who receives the money to immediately prepare a record of the amount to establish accountability and a basis for proving that subsequent deposits include everything that was

received. Pre- numbered, multi copy receipt books are acceptable methods of initial control. All funds received will be kept in a locked box or safe until ready for deposit. Deposits will be made as soon as practical but at least once per week.

8. Returned (NSF) Check Policy

A returned-check processing fee will be charged for any checks returned as non-sufficient funds (NSF). Unless otherwise pre-approved by the business office or the Executive Director, payment of the NSF check and processing fee must be made by cash, money order or certified check.

In the event that a second NSF check is received for any individual, in addition to the processing fee, the individual will lose check-writing privileges. Payment of the NSF check, the processing fee and any subsequent payment(s) by that individual must be made by money order or certified check.

In the case of NSF checks written by parents of students, failure to pay may result in the withholding of report cards/transcripts at the end of the semester and/or school year until payment is received, unless other mutually agreeable arrangements are approved by the Executive Director and/or BOCC.

If unsuccessful in collecting funds owed, the school may initiate appropriate collection and/or legal action at the discretion of the Executive Director and/or BOCC.

9. Credit/Debit Cards

Credit or debit card usage will be limited, but it will be carefully controlled and monitored. Using a credit or debit card is the same as handling cash and is subject to the same precautions and requirements.

Credit or debit cards will only be issued to the Executive Director in both his/her name and Blue Oak Charter School upon approval of the BOCC. The Blue Oak Charter School Tax identification number will be used. Any new applications for credit/debit cards must have prior approval by the BOCC.

Credit/debit cards will only be used for traveling on school business or for a legitimate need to purchase goods and services online or in person when a vendor will not accept a purchase order or school check.

The credit card limit will not exceed \$25,000

Credit/debit card purchases will be minimal and infrequent and will not be used to bypass established purchasing procedures.

The school credit card shall be kept in custody on the school site.

The credit card can only be used by the person authorized on the card, and only for such purchases that require a card.

Credit cards may not be used for cash advances or withdrawals at any time, even if the cash is to be used for a school-related purpose.

Each credit card charge must be supported by a receipt of the expenditure and a concise description of the cost or activity and its school-related purpose. The receipt must also

contain details of the item(s) purchased. If receipts are not available or missing, the individual making the charge will be held responsible for payment.

Credit card accounts must be paid in full each month; a balance may not be carried over into the next billing cycle.

10. Authority to Enter Into Contracts and Agreements

Except as otherwise provided in these policies, the Executive Director may enter into contracts and agreements not to exceed \$10,000.00 without BOCC approval, provided funds sufficient for the contract or agreement are authorized and available within the school's adopted budget. The Finance Committee and BOCC will be notified at the next regular meeting.

Contracts and agreements exceeding \$10,000.00 must be submitted for BOCC approval and may be executed by the Executive Director, Chief Business Officer, or Chief Executive Officer after the BOCC has duly approved them.

Consideration of in-house capabilities and volunteers will be required to accomplish services before contracting for them.

Business Office personnel will maintain a contract file evidencing the competitive bids obtained (if any).

Competitive bids will be obtained where required by law or otherwise deemed appropriate and in the school's best interests.

Written contracts clearly defining the work to be performed will be maintained in the business office for all contract service providers (e.g., consultants, independent contractors, and subcontractors).

Contract service providers must show proof of being licensed and bonded, if applicable, and of having adequate liability insurance and worker's compensation insurance currently in effect. The Executive Director may also require that contract service providers list the school as an additional insured.

If the contract service provider is a sole proprietor or a partnership (including LP, and LLP), the business office personnel will obtain a W-9 from the contract service provider prior to submitting any requests for payments to the business office.

The Executive Director will forward contracts and modifications over \$5000 in writing to the Finance Committee and BOCC for approval prior to signing.

Contract service providers will be paid in accordance with approved contracts as work is performed.

The Executive Director will be responsible for ensuring the terms of the contracts are fulfilled.

11. Record Keeping of Financial Documents

Transaction ledgers, canceled/duplicate checks, attendance and entitlement records, payroll records, and any other necessary fiscal documents will be retained by school staff in a secure location for a minimum of seven (7) years, or as long as required by applicable law,

whichever is longer. At the discretion of the BOCC or Executive Director, specific documentation may be maintained for a more extended period.

Appropriate back-up copies of electronic and paper documentation, including financial and attendance accounting data, will be regularly prepared and stored in a secure off-site location, separate from the school by a back office provider.

Financial records will be shredded at the end of their retention period.

12. Asset Inventory

An asset is defined as all purchased or donated items with a value of \$1,000 or more and a useful life of more than one year. The Executive Director shall establish and maintain an inventory of all non-consumable goods and equipment worth over \$1,000.

This inventory shall include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting the school's assets.

All non-consumable school property lent to students shall be returned to the school no later than five working days after the end of the school year.

The assigned staff member will make a physical inventory of all assets at least 90 days before the end of each fiscal year, indicating their condition and location.

The Executive Director will immediately be notified of all asset theft, loss, damage, or destruction.

The BOCC shall approve in advance the sale or auction of school-owned property with a fair market value in excess of \$3,000.00.

13. Payroll Services

An outside payroll service will prepare payroll checks, tax and retirement withholdings, and tax statements, and perform other payroll support functions.

The Business Office personnel will establish and oversee a system for preparing time and attendance reports and submitting payroll check requests.

All staff expense reimbursements will be on checks separate from payroll checks.

No checks for additional services will be paid outside of the payroll system.

Upon hiring staff, a personnel file will be established with all appropriate payroll-related documentation, including a federal I-9 form, tax withholding forms, pay scale, retirement status, and an accounting of the use of sick leave.

14. Attendance Accounting

With the support of the Attendance Clerk, the Registrar will establish and maintain an appropriate attendance accounting system to record the number of days students are actually in attendance and engaged in the activities required of them.

The annual audit will review actual attendance accounting records and practices to ensure compliance.

The attendance accounting practices will conform to the Charter Schools Act and the applicable California Administrative Code sections defining Charter School Average Daily Attendance.

ADA will be computed by dividing the actual number of days of student attendance by the number of calendar days of instruction;

Blue Oak's instructional calendar will include at least the minimum number of days of instruction as provided by the Administrative Code Regulation to avoid any fiscal penalties.

The master schedule and the annual instructional calendar will document that the school offers the required number of annual minutes of instruction as required pursuant to applicable law.

Independent study shall comply with applicable laws.

15. Financial Reporting

The Executive Director, working in conjunction with the back office provider's representative, will produce and submit to the charter granting agency any and all required fiscal, attendance, enrollment, and other data reports as may be required by state or federal law, or mandated by the terms of the school's charter.

The Executive Director, business office personnel, and the SBM will prepare the annual financial budget for approval by the Finance Committee and the BOCC.

The Back Office Provider, in conjunction with the business office personnel, will prepare and submit the following reports for the Finance Committee and BOCC monthly:

- 15.1.1. Budget to Actual with variance and remaining balance
- 15.1.2. Cash flow
- 15.1.3. Donations of \$500 or more
- 15.1.4. Balance Sheet

The back office representative or business office personnel will provide the Executive Director, the Finance Committee, and/or BOCC with additional financial reports, as needed.

16. Loans and Lines of Credit

The Finance Committee and the BOCC will approve all loans and Lines of Credit from third parties. In the case of a long-term loan, approval may also be required from the charter-granting agency in accordance with the terms of the charter petition and/or other lenders in accordance with the loan documents.

Once approved, the Executive Director and BOCC President will prepare and sign a promissory note before funds are borrowed.

Employee loans are not allowed.

17. Property and Liability Insurance

The Executive Director shall ensure that the school retains appropriate property and liability insurance coverage.

The Executive Director, through the business office personnel, will maintain the insurance policy files, including an up-to-date copy of all certificates of insurance, insurance policies and procedures, and related claim forms.

The Executive Director and the business office personnel will carefully review insurance policies annually prior to renewal.

Insurance will include general liability, workers' compensation, student accident, professional liability, and directors' and officers' coverage. Supplementary coverage will cover the after-hours and weekend activities. Coverage will align with the limits listed in the school's approved charter petition.

18. Capital Expenditure

Capital – The term capital shall mean equipment with a more than one year of life valued at five thousand dollars (\$5,000) or more, including actual or estimated tax, shipping and handling, and land, buildings, and improvements. All items over five thousand dollars (\$5,000) with a useful life of more than one year shall be capitalized.

Equipment purchased with grant funds or required by the terms of the grant to be tracked as capital.

In addition to items specifically included in the Annual Budget, the Executive Director may purchase capital items costing up to five thousand dollars (\$5,000). The purchase of capital equipment exceeding these limits, which has not received prior budget approval, must be approved by the BOCC.

19. Fundraising, Grant Solicitation, and Donation Recognition

The BOCC recognizes the importance of community support of school programs, including voluntary financial contributions, to assist the school in achieving its goals for student learning.

The BOCC is committed to applying good business practices and internal controls to fundraisers and the use of those funds.

Donations and fundraising receipts will be accounted for under a separately coded account within the school accounting system.

The BOCC desires to work cooperatively with the parent community in determining how funds may be used to meet the changing needs of the school and its students. The Parent Council is established as the primary fundraising organization within the school.

No pupil will be denied the opportunity to participate in any school activity because of the inability to contribute to any fundraising campaign.

Fundraisers will align with one of the following categories:

- 19.1.1. Annual Giving Campaign Designed to support across the BOCC programs or services which support Blue Oak's public Waldorf program, including but not limited to high-quality materials, Specialty needs, or playground equipment.
- 19.1.2. Classroom fundraisers are designed to support specific classroom activities, such as field trips. The funds raised are accounted for in individual Classroom Funds.
- 19.1.3. Parent Council Fundraisers Designed to support specific projects determined by the Parent Council. Funds raised are accounted for in the Parent Council Fund.

Administration must approve all fundraising activities, including online fundraisers, in writing. With the consent of the Executive Director or designee, the Parent Council or other approved school group may use the school's name, or any logo attributable to the school as

appropriate.

A Fundraiser Application is to be filled out to initiate the approval process.

The Parent Council, the BOCC, and the Executive Director will develop a fundraising calendar at the beginning of the school year to coordinate fundraising efforts. Any changes to the fundraising calendar will be notified to the BOCC no later than the next regular BOCC meeting.

The executive director must approve all fundraising or grant solicitation activities on behalf of the school in advance.

The BOCC shall be informed of any conditions, restrictions, or compliance requirements associated with the receipt of such funds, including grants or categorical programs sponsored by the state or federal government.

The BOCC shall be notified no later than the next regular BOCC meeting of the award or receipt of any funds and shall approve the receipt of any grants, donations of more than \$500, or receipts of fundraising proceeds.

20. Fund Balance Reserve

Financial reserves are needed to manage cash flow and protect the school from unforeseen revenue shortfalls, unexpected costs, and economic uncertainties. They also allow the school to save for large purchases and reduce the cost of borrowing money.

Blue Oak Charter will maintain a fund balance reserve of at least 3% of the total unrestricted General Fund revenues.

The executive Director prioritizes payments as needed and is responsible for all operations and activities related to financial management.

21. Expense Reimbursements

Employee

Employees must obtain pre-approval from the Executive Director before purchasing an item or service using a Purchase/Check Requisition Form.

Employees will be reimbursed for approved expenditures within thirty(30) business days of presenting a reimbursement request along with appropriate documentation or when cash flow permits.

Receipts or other appropriate documentation will be required to reimburse all expenses. The employee and the Executive Director/designee must sign a Request for Reimbursement Form.

Expenses greater than two months old may be delayed or may not be reimbursed. Expense reimbursements will not be accepted after June 14 of the current school year.

The Chief Business Officer or Chief Executive Officer must approve expense reimbursements requested by the Executive Director.

Volunteer

All volunteers will submit a Request for Purchase Form to the Executive Director for all

expenses prior to purchasing any item or incurring any expense.

Only items with prior written authorization from the Executive Director will be reimbursed upon completion of a Request for Reimbursement Form and proper receipts.

22. Employee Stipends

Staff working outside their contracted hours for training, field trips, home visits, or other assignments will receive remuneration as stipulated in the salary schedules.

22. Parking Lot Liability

Parking lot related incidences are not covered under any insurance policy. The school assumes no liability for damage to cars parked in the parking lot during or after school hours.

The only exception to this policy will be when a student is observed by an adult accidentally causing damage to a vehicle while engaged in a school activity, such as physical education equipment breaking a window (e.g. a ball)

Otherwise, liability is as follows:

If a student willfully causes damage (i.e. not an accident as described above), the student's parent or guardian is responsible.

If a parent or other visitor causes damage, that individual is responsible.

If an employee causes damage, the employee is responsible.

If an unknown person causes damage and there is no witness, the affected individual would determine if they have applicable coverage through his/her insurance policies.

23. Telephone and Copy Machine Usage

Employees and volunteers will not make personal long-distance calls on the telephones without prior approval from a supervisor and will reimburse the school for all personal telephone calls.

Employees and volunteers will not make personal copies on the school copy machines without prior approval from a supervisor. Employees and volunteers will reimburse the school for all personal copies at the rate of \$.10 per page, black & white, \$.25 per page for color copies

24. Political Contributions and Involvement

Contributing to political campaigns or making political donations may jeopardize the Blue Oak's nonprofit status. Blue Oak Charter will not take any position regarding any political candidate. School officials will not make political endorsements in their official capacity, and expenditure of charter funds for any political purpose is prohibited. However, charter school officials are not prohibited from making endorsements privately.

Prohibited Contributions, Expenditures, and Uses of Assets and Resources

Examples of prohibited political contributions, lobbying, and expenditures that support or oppose candidates for public office include, but are not limited to, the following:

- 24.1.1. Contributions to political parties or political action committees.
- 24.1.2. Contributions to the campaigns of individual candidates for public office.
- 24.1.3. Expenditures to print or assist in printing any political materials.
- 24.1.4. Expenditures for political advertisements.

The use of any charter school assets or resources for any political activities. This includes such use by management, employees, BOCC members, or other representatives. Charter school managers, employees, BOCC members or other representatives may engage in political activities on their own time, using their personal assets and resources; however, they may not act or appear to be acting on behalf of the charter school and may not use any charter school resources to assist in political activities.

Blue Oak Charter will comply with all federal and state laws and regulations regarding political contributions, lobbying and expenditures. No federal funds, or assets obtained from federal funds, will be used for any political purposes whatsoever.

BP 3030 - Student Fees, Deposits, and Other Charges

Policy

Blue Oak School is a free, public K-8 charter School. The BOCC recognizes that California law requires that a student enrolled in a public school not be required to pay a pupil fee for participation in an educational activity. The Blue Oak School BOCC adopts this policy with the explicit intent to comply with AB 1575, which states, "A pupil enrolled in a school shall not be required to pay any fee, deposit, or other charge not specifically authorized by law."

1. Definitions

- 1.1. **An educational activity** is defined as an activity offered by a school, Blue Oak Charter, charter school, or county office of education that constitutes an integral fundamental part of elementary and secondary education, including curricular and extracurricular activities.
- 1.2. **A pupil fee** is defined as a fee, deposit, or charge imposed on pupils, or a pupil's parents or guardians, including, but not limited to:
- 1.3. A fee is defined as charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit.
- 1.4. A security deposit, or other payment is defined as, one that a pupil is required to obtain a lock, locker, book, class apparatus, musical instrument, uniform, or other materials or equipment.
- 1.5. A purchase is defined as one that a pupil is required to obtain materials, supplies, equipment, or uniforms associated with an educational activity.

2. Declarations

- 2.1. All supplies, materials, and equipment needed to participate in educational activities shall be provided to pupils free of charge.
- 2.2. A fee waiver policy shall not make a pupil fee permissible.
- 2.3. The School shall not establish a two-tiered educational system by requiring a minimum educational standard and also offering a second, higher educational standard which pupils may only obtain through payment of a fee or purchase of additional supplies that the School does not provide.
- 2.4. The School shall not offer course credit or privileges related to educational activities in exchange for money or donations of goods or services from a pupil or a pupil's parents or guardians. The School shall not remove course credit or privileges related to educational activities, or otherwise discriminate against a pupil, because the pupil's parents or guardians did not or will not provide money or donations of goods or services to the School.

3. Fundraising Activities

Participation in fundraising activities that solicit donations for the benefit of the school is

completely voluntary and will never be a requirement for participation in an educational activity.

4. Fees Authorized by Law

- 4.1. The prohibition on pupil fees as defined above does not prohibit imposition of a fee, deposit, or other charge otherwise allowed by law. As a charter school, Blue Oak Charter is subject to the prohibition on pupil fees and fewer fees authorized by law apply to charter schools.
- 4.2. As a charter school, the School may, but is not required to, charge the following fees:
 - 4.2.1. Transportation Fees for transportation to and from school, as long as:
 - 4.2.2. The fee does not exceed the statewide average non subsidized cost per pupil;
 - 4.2.3. There is a waiver provision based on financial need; and
 - 4.2.4. Fees are not charged to pupils with disabilities whose Individual Education Program (IEP) includes transportation as a related service necessary for them to receive a free, appropriate public education. (EC Section 39807.5(b), (d), and (f)).
- 4.3. Charges for food served to pupils, subject to free and reduced price meal program eligibility and other restrictions specified in law. (EC Sections 38082 and 38084).

4.4. Field Trips:

4.4.1. Fees for field trips and excursions in connection with courses of instruction or school-related social, educational, cultural, athletic, or school band activities so long as no pupil is prevented from making the field trip or excursion because of a lack of sufficient funds. (EC Section 35330(b)).

5. Complaints

- 5.1. Blue Oak School shall make every effort to comply with laws and regulations regarding fees.
- 5.2. Students, parents or guardians with a complaint regarding fees or charges imposed by Blue Oak School are referred to Blue Oak School BOCC Policy 6090 Uniform Complaint Policy. This policy provides a formal process for expression and resolution of complaints.
- 5.3. If, during the complaint review process delineated in Blue Oak School BOCC Policy 6090 Uniform Complaint Policy, it is found that a complaint regarding a pupil fee or charge has merit, the Charter School shall reimburse the fee or charge to all affected pupils, parents, or guardians.

BP 3040 - Travel Expense and Reimbursement Policy Out dated policy to be removed

BP #3350 Adopted in 3-22-23

Eligibility Criteria for Reimbursement of Travel Expenses:

All employees may be eligible for reimbursement of receipted lodging and per diem for pre approved business travel. The circumstances of travel will determine eligibility and the rate allowed. Blue Oak Charter School (BOCS) shall determine the necessity for and the mode of travel to be reimbursed. In accordance with the BOCS policy, reimbursement shall be for actual, necessary, and appropriate business and travel expenses incurred fifty (50) miles or more from home and the school site.

Business and Travel Policy:

When employees are required to obtain lodging due to school business, reimbursement will be for actual receipted lodging plus applicable mandatory taxes and fees, in accordance with policy and the published lodging maximums. Employees shall only use commercial lodging establishments such as hotels, motels, bed and breakfast inns, public campgrounds, or short-term rentals (such as Airbnb) that cater to the general public. Lodging will not be reimbursed without a valid receipt.

Reimbursement of lodging expenses in excess of specified amounts, excluding taxes, requires advance written approval from Blue Oak School Executive Director. Employees may not claim lodging, meal, or incidental expenses within 50 miles of his/her home or headquarters.

Receipt Policy:

Reimbursement will be claimed only for pre approved, actual and necessary business, and travel expenses. Regardless of any exceptions to receipt policy, the approving officer may require additional certification and/or explanation from an employee to determine expenses were actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed.

Receipts shall be submitted for every item of expense. Receipts are required to be submitted with a travel expense claim, it is the employee's responsibility to maintain receipts and records of their actual expenses. Receipts must be made available for audit upon request by the business office. Receipts are required for every item of transportation and business expense incurred as a result of conducting school business.

Procedures are highlighted in green (remove and place in staff binder)

1. Approval & Claims

- 1.1. An employee shall obtain approval from the Executive Director or designee prior to traveling.
- 1.2. The Executive Director must pre-approve all out-of-town travel.
- 1.3. All expense reimbursement claims shall be submitted on a Blue Oak Charter form, within 10 working days following return from travel. The form shall be accompanied by receipts

- and any explanation necessary to document that the expenses meet school policy criteria for reimbursement.
- 1.4. The Executive Director or designee shall approve expense claims only upon verifying that all necessary documentation is provided and that all expenses are appropriate and related to Blue Oak Charter business.
- 1.5. If an expense claim is disallowed due to lack of documentation or inappropriate expenses, the employee may be personally responsible for any improper costs incurred.

2. Expenses

- 2.1. Reimbursement of travel expenses shall be based on actual expenses as documented by receipts.
- 2.2. Reimbursable travel expenses may include, but are not limited to, transportation costs, parking fees, bridge or road tolls, lodging when Blue Oak Charter business reasonably requires an overnight stay, registration fees for seminars and conferences, and other necessary incidental expenses.

Mileage Reimbursement

- 2.2.1. Employees will be reimbursed for mileage when pre-approved by an Executive Director.
- 2.2.2. Reimbursement will be based on the standard mileage rate authorized by the Internal Revenue Service in effect at the time of travel for the distance traveled, less the distance from the employee's residence to the school site for each direction traveled. For incidental travel, mileage will only be reimbursed if the one-way mileage exceeds 10 miles.
- 2.2.3. Vehicles should be shared whenever possible to minimize travel costs. No employee shall be entitled to reimbursement for automobile travel when he/she is transported free of charge or by another employee entitled to the expense reimbursement.
- 2.2.4. The Blue Oak Charter shall not reimburse personal travel expenses including, but not limited to, alcohol, entertainment, laundry, in-room telephone, in-room honor bar, expenses of any family member who is accompanying the employee on Blue Oak Charter-related business, personal use of an automobile, and personal losses or traffic violation fees incurred while on Blue Oak Charter business.

Reimbursements for Meals, Incidentals, and Lodging:

Employees on authorized travel status may be reimbursed for receipted lodging and per diem. Reimbursement rates for meals and incidentals are as follows:

Breakfast - up to \$20 Lunch - up to \$25 Dinner - up to \$25

Tips Allowable for Meal Expenses:

Employees may receive reimbursement for tips related to allowable meal expenses incurred while conducting approved school business as follows:

• Up to \$2.00 or 20%, whichever amount is greater.

A meal expense may be an allowable expense if the employee is eligible to claim a meal in accordance with school policy.

School employees submitting claims for tips associated with allowable meal expenses shall only receive reimbursement up to the maximum amount allowed for meal expenses. Expenses in excess of the maximum amount allowed for meal expenses are not reimbursable. For example, if the maximum allowable reimbursement for dinner is \$25.00, then the maximum allowable reimbursement for a \$25.00 dinner plus tip is \$25.00.

Tips Allowable for Travel Expenses:

School employees may receive reimbursement for tips related to allowable transportation expenses incurred while conducting approved state business as follows:

- Up to \$2.00 or 20%, whichever amount is greater.
- For example, for an allowable \$20.00 transportation expense, such as a transportation network company (such as Uber or Lyft) or taxi expense, the maximum allowable tip is the greater of \$2.00 or 20% [\$4.00]).

Employees must maintain receipts to substantiate the amounts claimed were not in excess of the amount of the actual expense.

BOCS must comply with current IRS policy. The term "incidentals" includes fees and tips given to porters, baggage carriers, and hotel staff. No other items may be claimed as Incidentals.

Meal Reimbursement

2.2.5. Employees may choose to be reimbursed for the actual cost of meals while in training or conducting school business. Meal costs shall be reimbursed based on documented actual expenses within the maximum amounts established by the BOCC and based on the time of day that travel for school business begins and ends. To qualify for reimbursement, the following leave and return times apply:

Breakfast: leave before 6:00 am;

Lunch: leave before 11:30 am or return after 1:30 pm

Dinner: leave before 4:00 pm or return after 6:30 pm.

For example, breakfast will not be reimbursed for single day training in Sacramento that begins at 9:00 am. It is assumed the employee will have breakfast at home before leaving for the training.

2.2.6. Any expense that exceeds the maximum rate of reimbursement established by the Blue Oak Charter shall be reimbursed only with the approval of the Executive Director. 2.2.7. A detailed receipt must be provided with the expense claim showing the cost of food, beverages and gratuity for each meal claimed. Unless automatically assessed by the restaurant, the gratuity should not exceed 20% of the total pre-tax cost of the meal.

Travel Time Frames:

For travel lasting 24 hours or more, employees may claim meals (at the rates noted above), based on the following timeframes:

- First day of travel:
 - Trip begins at or before 6AM Breakfast may be claimed
 - Trip begins at or before 11AM Lunch may be claimed
 - Trip begins at or before 5PM Dinner may be claimed
- Continuing travel after 24 hours:
 - Trip ends at or after 8AM Breakfast may be claimed
 - Trip ends at or after 2PM Lunch may be claimed
 - Trip ends at or after 7PM Dinner may be claimed
- Fractional day travel (trips less than 24 hours):
 - o Trip begins at or before 6AM and ends at or after 9AM Breakfast may be claimed
 - Trip begins at or before 4PM and ends at or after 7PM Dinner may be claimed
 - If the fractional day includes an overnight stay, receipted lodging may be claimed.
 No meal or lodging expenses may be claimed or reimbursed more than once on any given date or during any twenty-four (24)-hour period.
 - Employees may not claim lunch on one-day trips. However, mileage reimbursement for 1 day trips of 50 miles round trip minimum will be reimbursed.
 - When trips are less than 24 hours and there is no overnight stay, meals claimed are taxable.

Short-Term Lodging Reimbursement Rates:

County	Maximum Lodging
	Reimbursement Rate

All counties except those listed below	\$90
Marin, Sacramento, Napa, Riverside	\$110
Los Angeles, Orange, Ventura & Edwards AFB, excluding the city of Santa Monica	\$120
San Diego, Monterey	\$125
Alameda, San Mateo, Santa Clara	\$140
City of Santa Monica	\$150
San Francisco	\$250

Overnight Stays

- 2.2.8. Employees will be reimbursed for overnight stays at hotels/motels when pre-approved by an Executive Director and the event is more than 80 miles from the employee's residence or the school site.
- 2.2.9. Lodging arrangements should be based on convenience, and rates should be negotiated at the lowest level possible, including the corporate, nonprofit or government rate if offered.
- 2.2.10. If an employee is accompanied by a non-employee such as a family member or friend and as a result incurs additional costs, those additional costs are the responsibility of the employee.

Travel Advances (for procedure binder)?

- 2.2.11. Travel advances are discouraged but if deemed necessary, a travel advance requires written approval from the Executive Director via a formal check request.
- 2.2.12. Travel advances require receipts for all advanced funds.
- 2.2.13. Upon return the employee will complete an expense Reimbursement Claim and submit it to the Business Office for approval by the Executive Director.

- 2.2.14. If the advance exceeds the receipts' amount, the employee will pay the difference immediately in the form of a check. Excess travel advance funds may not be carried forward to a future expense claim.
- 2.2.15. If the advance is less than the receipts' amount, the difference will be reimbursed to the employee as soon as possible, with cash flow permitting, in accordance with the expense report.

Air Travel

Airline Rewards Credits:

School employees shall not receive reimbursement for using airline rewards credits (credits, points, etc.) while conducting approved school business. Airline rewards credits do not translate to a cash value to be reimbursed by the school.

- 2.2.16. Air travel paid by the employee cannot be reimbursed until after the event.
- 2.2.17. A brochure or flier describing the event and reason for air travel must be submitted with the travel claim.
- 2.2.18. The airline's supporting documentation must include the traveler's name, ticket number, departure/return dates, fare, and payment method.

Conference Registration & Materials

- 2.2.19. Conference fees paid by the employee will not be reimbursed until after the event, after proof of attendance and payment has been submitted.
- 2.2.20. Original itemized receipts must be submitted for materials purchased while attending a conference.

Lodging

Hotel Rewards Credits:

School employees shall not receive reimbursement for using hotel rewards credits (credits, points, etc.) while conducting approved school business. Hotel rewards credits do not translate to a cash value to be reimbursed by the state.

- 2.2.21. Hotel bills paid by the employee will not be reimbursed until after the stay.
- 2.2.22. A brochure or flier describing the reason for hotel stay must be submitted with the travel claim.
- 2.2.23. Finalized bill must include the hotel occupant's name, dates of stay and method of payment.

Taxi, Bus Shuttle Service, Parking, Tolls

- 2.2.24. Original receipts must be submitted.
- 2.2.25. If receipts cannot be obtained for these services, employees must document on paper the type of service, location, date and amount of expense.

Rental Cars

2.2.26. Car rental and fuel is allowable for out-of-Blue Oak Charter travel. Rental must be pre-approved by the Executive Director. No mileage reimbursement allowed.

3. Excluded Expenses

- 3.1. Excluded expenses are listed as follows: alcohol, entertainment, video rentals and laundry service. School employees shall not receive reimbursement for purchasing any of the above items. This list of excluded expenses may change at the discretion of the Executive Director and/or Chief Financial Officer.
- 3.2. Employees should request separate checks for alcohol and for expenses incurred by any individual they are accompanied by who is not employed by the School.

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¹ Updated 4-15-25

Comprehensive School Safety Plan SB 187 Compliance Document

2024 - 2025 School Year

School: Blue Oak Charter CDS Code: 04 61424 6119523

District: Blue Oak Charter School **Address:** 450 W. East Ave Chico

Date of Adoption:

Approved by:

Name	Signature	Date
Buck Ernest	Buck Ernest	1-13-25
Kathy Maddox		
Shawn Von Rotz		

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Senate Bill 187: Comprehensive School Safety Plan Purpose

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 of the 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 contain 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 blueoakcharterschool.org/.

Safety Plan Vision Blue Oak Charter school will provide a physically and emotionally safe environment for students and staff.
Blue Oak Charter Safety Committee
Assessment of School Safety Annually, the Facilities Committee, Parent Council Representatives and Blue Oak Charter Council began reviewing past information on the School Safety Plan. During the fall of 2023 a Site Council Sub Committee was
formed to review and prepare an updated safety plan.
Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J) The Safety Sub Committee will annually review the safety plan, review implementation of safety protocols and other safety issues to make recommendations to the School Site Council and the Blue Oak Charter Council.
Components of the Comprehensive School Safety Plan (EC 32281)
(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

Employees of Blue Oak are Mandated Reporters of suspected child abuse.

All persons who are mandated reporters are required, by law, to report all known or suspected cases of child abuse or neglect. It is not the job of the mandated reporter to determine whether the allegations are valid. If child abuse or neglect is reasonably suspected or if a pupil shares information with a mandated reporter leading him/her to believe abuse or neglect has taken place, the report must be made. No supervisor or administrator can impede or inhibit a report or subject the reporting person to any sanction.

To make a report, an employee must contact appropriate local law enforcement or county child welfare agency listed below. This legal obligation is not satisfied by making a report of the incident to a supervisor or to the school. The contact should be made to the following agency:

Butte County Children's Services Division

Call: 1.800.400.0902 to Report Abuse (24-hour response)

Report: Suspected Child Abuse Report (BCIA 8572)

The report should be made immediately over the telephone and should be followed up in writing. The Children's Services or law enforcement agency provides Blue Oak Charter the Suspected Child Abuse Report form for this purpose. After making the verbal report complete the Suspected Child Abuse Report and submit it ASAP. If a report cannot be made immediately over the telephone, then an initial report may be made via e-mail or fax.

Mandated Reporter Training is required of all Blue Oak employees annually.

(B) Disaster Plan/Procedures (EC 35295-35297; GC 8607 and 3100) (See Appendix C-F)

Through the Butte County Office of Education and the Chico Unified School District, Blue Oak has formulated an effective Active Intruder Response plan.

If there is an active shooter invasion everyone must be alerted. A speedy alert is critical. Seconds count.

Alerts should be accepted, taken seriously, and should help make survival decisions based on the circumstances.

Blue Oak has adopted Chico Unified School Districts Emergency Response Guide. Necessary information can be accessed via a Quick Action Guide flip chart. The flip charts are located in every room there are students. They are easily understood and accessible.

Blue Oaks training explains scenarios where Lockdowns, Evacuation or Countermeasures are the choices available rather than the traditional intruder options that have one choice. Armed intruder situations are unpredictable and evolve quickly, which means that ongoing, real time information is key to making effective survival decisions. Information should always be clear, direct and in plain language, not using codes. If the shooter is known to be in an isolated section of a building, occupants in other wards can safely evacuate while those in direct danger can perform enhanced lockdowns and prepare to counter.

Video surveillance, 911 calls and PA announcements are the channels that may be used by employees, safety officers, and other personnel to inform others. At Blue Oak, radio communication between staff/faculty and Administrators will be used to inform one another of the intruder's position as well as the PA system that reaches all of Blue Oaks Campus

both interior and exterior, emails and texts will be used as well. There is a land line in every room at Blue Oak School and they have the ability to call room to room or use the PA system to make announcements to the entire school.

Evacuate/Barricade/ Counter:

These are the three options that Blue Oak has trained for. To inform everyone, these will be announced over the schools PA system as, "Code Red Blue Oak, Code Red Blue Oak." It is the supervising adult/teacher that will make the decision to evacuate, barricade or counter.

Evacuating to a safe area takes people out of harm's way and hopefully prevents civilians from having to come into any contact with the shooter. Once it has been determined by the Teacher/ Adult in the classroom that it is safe to evacuate. the students should listen to their teacher for which route will be taken to get out. Blue Oak's Safe Area is inside Enloe Medical facility located 530 meters NE of Blue Oak towards Hwy 99 (Next door to Blue Oak.) The secondary re-unification designated area is in front of Save Mart Grocery Store parking lot.

If the armed intruder is too near for the class to evacuate then the teacher needs to make the decision to **Barricade** themselves in the classroom. The Black out drapes need to be closed, lights need to be turned off, the emergency magnet needs to be pulled out and the door needs to be locked shut. Desks and chairs need to be stacked in front of the classroom door to create a barricade. Everyone in the room should stay away from windows and try to remain out of sight. All students need to be quiet and they need to spread out and hide. All classrooms have a survival bucket that has water and snacks in them as lockdowns can be many hours.

Blue Oaks Active Intruder plan does not promote actively confronting a violent intruder. Counter is a strategy of last resort. Counter focuses on actions that create noise, movement, distance and distraction with the intent of reducing the shooter's ability to aim accurately or continue acting as they were because of disorientation. Creating a dynamic environment (a dynamic environment exists with a wide variety of factors causing it to change shape, direction, emotion and/or pace) decreases the shooter's chance of hitting a target and can provide the precious seconds needed in order to evacuate or allow the Police to arrive. The Counter Measure should only be used as a last resort when the Lockdown and Evacuation maneuvers are not viable options or time has run out. If and when the Counter Technique is used it's important to know this technique is an attempt to elicit a very prescribed response form the intruder. When it is obvious the intruder will gain entry into an occupied room everyone needs to have a book, stapler, broom, dustpan, scissors, erasers, class rock, desk or chair ready to launch at the perpetrator. Classes may even have a box of pre-gathered items set and ready for this type of situation. When the invader enters the room everyone throws projectiles at the intruder causing them to be distracted and shocked interrupting their plan and causing them to gather themselves and start again. Catching the intruder off guard interrupts their thought processes, confuses/disorients/and or disables them, forcing them to make a different decision and prevent or delay their actions. These moments when the intruder is discombobulated is when the class needs to act quickly and use one of two choices. They can evacuate or restrain the assailant. These choices are hard to make and they cannot be chosen in theory. The situation needs to develop and this decision needs to be made by the adult in charge.

At any point in time during this violent event, if the adult in charge determines it is safe to evacuate then everyone needs to listen and calmly and quietly evacuate through the safest passage and make their way over to the Enloe Outpatient Building to the Northeast of Blue Oak. If this reunification point is not accessible or dangerous then continue to travel Northeast towards Save Mart Grocery Store and Blue Oak will reunite in front of Save Mart in the parking lot. Remain at either reunification point until released by police/emergency services or the Blue Oak Administration.

Blue Oak is committed to increasing survivability in a violent intruder event through training of proactive response options. There are more ways than one to be prepared for a violent event. Whether at a mall, in a theater, grocery shopping, attending a game or listening to a concert, there are options. When these strategies are implemented, unwilling participants in the event are empowered to choose their best survival option. Seconds count during a violent event and the actions taken in between when the event begins, and law enforcement arrives, are significant and can increase survivability.

There is no one right way to respond to a Violent Critical Incident. Through Blue Oaks monthly training, talking with one another and knowing the options available Blue Oak feels confident all staff/faculty and administrators will have the necessary information to act upon to reduce, or completely negate any casualties.

Active Shooter Outline:

If a violent intruder gains access to the interior of Blue Oak and the front office/admin is notified the following people will be communicating to all of Blue OaK in this successive order. The Executive Director (ED) will be the primary incident commander. If the ED is not capable then the Assistant Executive Director (AED) will take command followed by the Registrar.

An intruder alert needs to be announced over the PA system, repeated three times, 911 needs to be called, texts and emails need to be sent. Communications need to be established. Think of this as Google Maps. In order to determine where accidents are and where traffic is slow or stopped Google Maps relies on the users to send in notifications to inform everyone. The more active and current information for everyone to hear the better to determine a safe course of action.

Making announcements over the PA system as to where the intruder's location is can help others make a decision as to what course of action they choose. Blue Oak has a series of cameras for surveillance. These cameras have two way speakers, lights and alarms and can be used to help aid in keeping everyone out of harm's way.

Stating the whereabouts of the intruder will help the entire school to determine what action to take.

If the intruder is too near the teacher and their students need to act quick and either be ready to barricade of counter. If the intruder is far enough away then the teacher and their students should evacuate, stay low, make their way via the safest route to Enloe outpatient building or to the Save Mart grocery store parking lot, the second reunification site. Evacuation is the most sought after choice to make if it is safe to do so.

Front desk/admin should have an emergency roster readily available for the day, everyday. This helps to determine which faculty, students, staff are out for the day or if they are missing. The roster should include the sign in/out roster as well so it can determined if there are volunteers still on campus.

Once at the designated meeting point we follow police guidance. No students are to leave with their parents from the reunification point prior to being cleared by the first responders.

Front Office Intruder Alert:

The person sitting in the office lobby chair is faced with the most dangerous encounter should an active shooter enter through the front doors.

The front doors are locked when school is in session. Anyone entering the building must do so from the front lobby after being identified via camera and buzzed in. They are required to log in at the lobby office and receive a visitor's pass to wear while on campus.

If an intruder should make their way in from the front the person at the lobby desk should duck and cover and call 911 while screaming "Intruder! Intruder!" The rest of the office staff needs to react and make decisions. 911 needs to be called, again. The Executive Director shall be in charge of the School cell phone and the AED will make the 911 emergency call. The ED needs to make sure they are in a secure position to communicate with the school. It can be anticipated that many people will call 911 as well because of the active shooter's presence on campus. A decision at this point needs to be made as to who is going to stay and who will go, if evacuation is a safe option for the Administration.

The Executive Director will be on the PA and Camera system to announce the threats location and try to keep them preoccupied to limit their progress and movement until the police arrive and neutralize the threat.

The rest of the office staff should try to move to the ED's office or the AED's office. Barricade in and make a decision from there. If evacuation is a viable option then that should be done. Be sure the route you decide to take is clear and mostly safe.

Be leary of evacuating through any of the office windows. With limited access to the interior of the school from the lobby the intruder would backtrack outside and start looking in/shooting windows. All black out curtains need to be pulled and occupiers of those offices with multiple windows should get out and decide what course of action to take. Don't be an easy target. Move!

If the intruder is near the Admin hallway then Facilities will be tasked with getting on the PA system and identifying where the intruder is to the rest of the school. Conversely, if the shooter is near the Facilities side of the building then Administration should be on the PA system and with the ring cameras to identify where the intruder is to help others make an informed, safe decision. Stating where the intruder is, what they are wearing, if they can be identified, are all helpful bits of information to relay to the school. Having this information can help to make a decision for the next course of action.

These timelines, actions, motions, choices are fluid and nothing is predictable. If there is a plan in place but only half of it was used, that's better than having no plan and executing none of it. People do not rise to the occasion, they fall back on their training.

(C) Public Agency Use of School Buildings for Emergency Shelters

Blue Oak will allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. Blue Oak or the county office of education shall cooperate with the public agency in furnishing and maintaining the services as the school district or county office of education may deem necessary to meet the needs of the community.

Ask Susan to rework this sentence as she may want to delete the reference to the school district.

(D) School Suspension, Expulsion and Mandatory Expulsion Guidelines

A. Grounds for Suspension and Expulsion of Students:

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time, including, but not limited to:

- 1. While on school grounds;
- 2. While going to or coming from school;
- 3. During the lunch period, whether on or off the school campus;
- 4. During, going to, or coming from a school-sponsored activity.

B. Enumerated Offenses

Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the pupil:

- 1. Caused, attempted to cause, or threatened to cause physical injury to another person.
- 2. Willfully used force of violence upon the person of another, except self-defense.
- 3. Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- 4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053- 11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- 5. Committed or attempted to commit robbery or extortion.
- 6. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- 7. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- 8. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- 9. Committed an obscene act or engaged in habitual profanity or vulgarity.
- 10. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- 11. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- 12. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- 13. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- 14. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- 15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

- 16. Engaged in or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or pre- initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- 17. Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the personal property of the person threatened or his or her immediate family.
- 18. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- 19. Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive. (See Section J for definition of Hate Crime.)
- 20. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- 21. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
- 22. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - a. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - b. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - c. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

- 23. "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - a. A message, text, sound, video, or image.
 - b. A post on a social network Internet Web site including, but not limited to:
 - c. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - d. Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - e. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - f. An act of cyber sexual bullying.
 - g. For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - h. For purposes of this clause, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
 - i. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- 24. A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).
- 25. Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee concurrence.
- C. Non- Discretionary Suspension Offenses
 Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:
 - Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee concurrence.

D. Discretionary Expellable Offenses

Students may be expelled for any of the following acts when it is determined the pupil:

- 1. Caused, attempted to cause, or threatened to cause physical injury to another person.
- 2. Willfully used force of violence upon the person of another, except self-defense.
- 3. Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- 4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053- 11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- 5. Committed or attempted to commit robbery or extortion.
- 6. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- 7. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- 8. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- 9. Committed an obscene act or engaged in habitual profanity or vulgarity.
- 10. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- 11. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- 12. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- 13. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- 14. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- 15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- 16. Engaged in or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or pre- initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- 17. Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person

reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.

- 18. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- 19. Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 8, inclusive.
- 20. Intentionally harassed, threatened or intimidated school personnel or volunteers, and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- 21. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - a. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 - b. "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - iii. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - iv. Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

v. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

c. An act of cyber sexual bullying.

- i. For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
- ii. For purposes of this clause, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- 22. A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).
- 23. Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee concurrence.

E. Non -Discretionary Expellable Offenses

Students must be expelled for any of the following acts when it is determined pursuant to the procedures below that the pupil: added numbers below

- 1. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee concurrence.
- 2. If it is determined by the Administrative Panel and/or Charter Council that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the pupil shall be provided due process rights of notice and a hearing as required in this policy.
- 3. The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.
- 4. The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv)

missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

(E) Procedures to Notify Teachers of Dangerous Pupils (EC 49079) ?????

Blue Oak shall inform teachers 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 registrar shall provide the information to the teacher based upon any records that Blue Oak maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.??????

Warning Signs of School Violence

Early Warning Signs:

It is not always possible to predict behavior that will lead to violence. However, educators, parents, and sometimes students can often recognize certain early warning signs. Educators and families can increase their ability to recognize these signs by establishing close, caring and supportive relationships with children, getting to know them well enough to be aware of their needs, feelings, attitudes, and behavior patterns.

We know from research that most children who become violent toward themselves or others feel psychologically rejected and psychologically victimized. In most cases, children who exhibit aggressive behavior early in life, and if not provided support, will continue a progressive developmental pattern toward severe aggression or violence. However, research shows that when children have a positive, meaningful connection to an adult, whether it is at home, in school or in the community, the potential for violence is reduced significantly.

The following early warning signs are presented with the qualifications that they are not equally significant and are not presented in order of seriousness:

- Social Withdrawal.
- Excessive feelings of isolation and being alone. Excessive feelings of rejection.
- Being a victim of violence. Feelings of being persecuted.
- Low school interest and poor academic performance. Expression of violence in writings and drawings. Uncontrolled anger.
- Patterns of impulsive and chronic hitting, intimidating, and bullying behaviors. History of discipline problems.
- History of violent and aggressive behavior Intolerance for differences and prejudicial attitudes. Use of drugs or alcohol.
- Affiliation with gangs Inappropriate access to firearms. Serious threats of violence.

If these warning signs are observed, it is important to contact the student's teacher and the administration for further assistance.

Imminent Warning Signs:

Unlike early warning signs, imminent warning signs indicate that a student is very close to behaving in a way that is potentially dangerous to themselves or others. Imminent warning signs require an immediate response.

No single warning sign can predict that a dangerous act will occur. Rather, imminent warning signs usually are presented as a sequence of overt, serious, hostile behaviors or threats directed at peers, staff, or other individuals. Usually, imminent warning signs are evident to more than one staff member, as well as the child's family. When warning signs indicate that danger is imminent, safety must always be the first and foremost consideration. Action must be taken immediately.

Imminent warning signs may include:

- Serious physical fighting with peers or family members. Severe destruction of property.
- Severe rage for seemingly minor reasons.
- Other self-injurious behaviors or threats of suicide.
- Possession and/or use of firearms and other weapons.

A detailed plan (time, place, and method) to harm or kill others, particularly if the child has a history of aggression or has attempted to carry out threats in the past.

Immediate intervention by school authorities and possibly law enforcement officers is needed when a child has a detailed plan to commit violence or is carrying a weapon. Parents should be informed immediately when a student is exhibiting any threatening behavior. The school also has the responsibility to seek assistance from child and family service providers, community mental health agencies, and other appropriate organizations.

(F) Sexual Harassment Policies (EC 212.6 [b])

Board Policy: #5145.7 Section: 5000 Students

The Blue Oak Charter Council (BOCC) is committed to maintaining a safe school environment that is free from harassment and discrimination. BOCC prohibits, at school or at school-sponsored or school-related activities, sexual harassment targeted at any student by anyone. BOCS also prohibits retaliatory behavior or action against any person who reports, files a complaint or testifies about, or otherwise supports a complainant in alleging sexual harassment.

Blue Oak Charter School strongly encourages any student who feels that they are being or has been sexually harassed on school grounds or at a school-sponsored or school-related activity by another student or an adult who has experienced off-campus sexual harassment that has a continuing effect on campus to immediately contact their teacher, a director, or any other available school employee. Any employee who receives a report or observes an incident of sexual harassment shall notify the Executive Director. Once notified, the Executive Director shall take the steps to investigate and address the allegation.

The Executive Director or designee shall take appropriate actions to reinforce the district's sexual harassment policy. This includes ensuring that all district students receive age-appropriate information on sexual harassment. Such instruction and information shall include:

- 1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence.
- 2. A clear message that students do not have to endure sexual harassment under any circumstance.
- 3. Encouragement to report observed instances of sexual harassment, even where the alleged victim of the harassment has not complained.
- 4. A clear message that student safety is the charter's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or resolved.
- 5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the harassment, shall be investigated and prompt action shall be taken to stop any harassment, prevent recurrence, and address any continuing effect on students.
- 6. Information about the school's procedure for investigating complaints and the person(s) to whom a report of sexual harassment should be made.
- 7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of a sexual harassment complaint continues.
- 8. A clear message that, when needed, the charter will take interim measures to ensure a safe school environment for a student who is the complainant or victim of sexual harassment and/or other students during an investigation and that, to the extent possible, when such interim measures are taken, they shall not disadvantage the complainant or victim of the alleged harassment Complaint Process and Disciplinary Actions Sexual harassment complaints by and against students shall be investigated and resolved in accordance with law and school procedures.

Students and parents will be notified through the Parent/Student Handbook that complaints of sexual harassment can be filed and where to obtain a copy of the procedures.

Disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

Upon investigation of a sexual harassment complaint, any employee found to have engaged in sexual harassment or sexual violence toward any student shall have their employment terminated in accordance with law.

The Executive Director or designee shall maintain a record of all reported cases of sexual harassment to enable the district to monitor, address, and prevent repetitive harassing behavior in district schools.

(G) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

It is encouraged for children's clothing to be free of media images and catchy slogans. Children are inundated with advertisements in their daily lives, and Blue Oak strives for school to be a space free of that. Students' clothing should be safe for themselves and for the children around them. Therefore, the following expectations have been established:

Casual, loose clothing that allows children to move and play comfortably is recommended.

- Shoes should be safe and appropriate for recess and PE. Close-toed shoes are best for school and are required for "PE days." Flip- flops, shoes without a heel strap, boots, "wheelies," dress shoes or shoes with high heels are not safe. Light-up shoes and roller shoes are not permitted
- Beach attire, such as halter tops, bare midriffs, strapless shirts or dresses, spaghetti strap shirts or dresses, see-through clothing, off- the-shoulder blouses and short skirts/shorts are not appropriate for school.
- In hot weather, students may wear shorts that have at least a three inches inseam. Remember, however, that long pants protect knees better than shorts do! Pants and shorts must be worn at the waistline and must not expose undergarments.
- Clothing which displays vulgar language or symbols or promotes drugs, alcohol or other inappropriate or illegal messages is not permitted.
- Bracelets and other dangling jewelry can tangle in play equipment and cause injury.
- Hats are permitted if they meet all the dress code requirements Faculty may require them to be removed during the class time.

(H) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

Supervision

You may not leave your child on school grounds unsupervised, before or after school. Students may not hang out in the halls unsupervised. They may come in during the mornings to put their items down by their classroom but must return to the playground until the morning bell rings.

Drop-off

During morning drop off traffic is One Way around the building. This one way action will be from 7:45 a.m to 8:15 a.m. Students may enter through the double doors on the west side drop off or through the single wide walk through gate into the play yard. Students may also enter through the double doors on the East side of the building. All parent walk-ins must enter through the main entrance at the front of the school. Side entrances will remain locked at all times, except drop off. These double doors located on the east and west of the school will be unlocked from 7:45 to 8:15 a.m. The Kindergarten is located at the back right NE corner of the school.. It is best to park near this area and walk your Kindergartener into the Kindergarten playground.

• All Blue Oak School Students may be dropped off at 7:15 AM but only enter through the front of the school and must remain supervised in the Great Room. At 7:45 students are permitted to go to the play yard.

Pick-up Procedures

Students should be picked up from school at the close of classes. If your child is not picked up at their classroom shortly after dismissal, they will be walked to the supervised front lobby to wait for pickup or dismissed to meet at an arranged location. If a student's pickup is going to be later than 15 minutes, please call the front office to report. If the student is repeatedly unable to be picked up within the first 30 minutes, enrollment in after-school care may be a good option or participation in one of Blue Oaks after-school clubs. Lower grades are dismissed at 3:00 pm. Upper grades/Middle School is released at 3:05 pm.

- Children in Grades 1st 3rd are met outside their classroom each day.
- This small gesture allows for countless opportunities for parents to support their children and to connect with
 other parents and teachers. This pick up procedure is encouraged to continue further through the grades. If a
 parent or family member cannot pick up their child during this time prior arrangements need to be make and
 communicated the the classroom teacher.
- Kindergartners must be picked up outside their classrooms.

- Children in grades 1st 5th require written permission from the parent to be able to walk home.
- Students in grades 6-8th will be released for pick-up or provide their own transportation home: ie, bicycle, scooter, skateboard etc.

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Blue Oak Charter School Conduct Code

We strive for clarity in our behavior expectations. We look to the Nurtured Heart Approach® for inspiration and strategies as we respond to student behavior. We encourage parents to learn more about the Nurtured Heart Approach®. You can find information online at www.ChildrensSuccessFoundation.com

Referral Process

Students sometimes need correction. We have identified 3 Levels of referrals and the behavior offenses which align with them. If a referral notice is sent home, please sign it and return.

Conduct Code Procedures

Level 1: Referral is addressed verbally by the staff member who has witnessed one of the below offenses:

- Name Calling
- Running in the Halls Being Disrespectful Being Dishonest
- Not Staying in Seat Shouting Out
- Not Raising Hand Being Off Task Excluding Others Rumors
- Being Disruptive (infringing on others learning) Arguing
- Refusing to follow requests Wandering Classroom

If any of these offenses are repeated 3 consecutive times in one time period, it will then be considered a Level 2 offense and a Level 2 referral will be written.

Level 2: Minor Referral:

These are addressed with a written referral notice completed by the staff member who has witnessed one of the below:

- Telling untruths to avoid responsibilities or consequence
- Deliberate attempt to deceive Profane/Obscene language Verbal Aggression
- Cheating
- Stealing from others
- Throwing or shoving materials or furniture to the floor (isolated incident, 1 time)

If any of the above-listed behaviors are repeated 3 consecutive times in a day, it will then be considered a Level 3 offense

Level 3 is addressed by the Administration. A written referral notice is completed by the staff member who has witnessed one of the below offenses:

- Behavior intended to bring harm to themselves or others Fighting/Kicking/Hitting/Biting/Spitting
- Throwing or shoving furniture or school property repetitively to the ground or at someone Stealing from school property or teacher or anything of monetary value
- Vandalism Altering, defacing, or destroying other's/school property Verbal or written threats of physical or emotional harm
- Malicious teasing/taunting/spreading rumors with the intent to embarrass others or cause fear
- An illegal act that breaks California Law (drugs, alcohol, weapons, physical assault, sexual harassment)
- A level three referral does not mean an automatic suspension. Staff and administration collaborate to determine the most appropriate consequence

(J) Hate Crime Reporting Procedures and Policies

Hate Crime Reporting Procedures and Policies For purposes of this Guide, the term "hate or bias crime" is used to describe an offense against persons or property motivated by hate or bias against a victim based on race, ethnicity, national origin, religion, sex disability, or sexual orientation. Violence motivated by such factors seriously threatens the values of the school and the larger community and the physical safety and mental well-being of all of those affected. Examples of hate-motivated crime include threatening phone calls, defacing or destroying personal property or buildings, hate mail, bomb threats, other threats of physical harm and intimidation, physical assault, arson, vandalism, cross-burnings, and destruction of religious symbols. Other incidents of harassment, such as racial epithets or graffiti, that occur at school, are also of interest to law enforcement agencies, as well as to school officials, because of their potential for causing dangerous confrontation, disruption of order and public safety, and violent retaliation outside of school property or school hours.

Contact the site administrator if you feel your child may have been a victim of a hate crime.

Student Responsibilities: Each student is responsible for complying with this Policy. Added bullets

- Ensuring that (s)he does not harass or discriminate against another person on school grounds or in a school-related function, event or activity because of that person's race, color, religion, national origin, ethnicity, sex, sexual orientation, age, or disability; Ensuring that (s)he does not bully another person on school grounds or at a school- related function, event or activity;
- Ensuring that (s)he does not retaliate against any other person for reporting or filing complaint, for aiding or encouraging the filing of a report or complaint, or for cooperating in an investigation of harassment, bullying, discrimination, or a hate crime; and Cooperating in the investigation of reports or complaints of harassment, bullying, discrimination, retaliation, or a hate crime.

Protection Against Retaliation

Blue Oak Charter School will take appropriate steps to protect students from retaliation when they report, file a complaint of, or cooperate in an investigation of a violation of this Policy. Threats or acts of retaliation, whether person-to-person, by electronic means, or through third parties, are serious offenses that will subject the violator to significant disciplinary and other corrective action, including short or long-term suspension, or expulsion.

Designated Officials for Reporting

The Executive Director or his/her designee is responsible for receiving reports and complaints of violations of this Policy. Reporting Procedures.

- 1. Any student who becomes aware or has a reasonable belief that harassment, bullying, discrimination, retaliation, or a hate crime has occurred or may have occurred on school property or in a school-related activity should promptly report the incident(s) to the Executive Director or his/her designee. In situations where a student or other person does not feel comfortable reporting the incident to a designated official, (s)he may report it to a trusted school employee, who must promptly transmit the report to the Executive Director or his/her designee, utilizing the Level 3 Behavior Notification and/or Investigation Request Sheet.
- 2. All complaints or reports about a violation of this Policy must be documented on the School's "Reporting/Complaint Form" (see Appendix A). The form is available from designated school officials and on the school system's web page. If a complainant or reporter is either unwilling or unable to complete the District's Reporting/Complaint Form, the school official who receives the oral complaint or report will promptly prepare a written report by filling out the District's Reporting/Complaint Form, using, to the extent practicable, the reporter's or complainant's own words to describe the potential violation.

- 3. Oral reports made by or to a staff member shall be recorded in writing. A school or district staff member is required to report immediately to the Executive Director or his/her designee any instance of bullying or retaliation the staff member becomes aware of or witnesses. The School official will promptly provide the Executive Director or his/her designee with the completed Reporting/Complaint Form.
- 4. Reports made by students, parents or guardians, or other individuals who are not school or district staff members, may be made anonymously. The school or district will utilize a variety of reporting resources including, but not limited to, an Incident Reporting Form, a voicemail box, a dedicated mailing address, and an email address. No disciplinary action will be taken against an alleged aggressor solely on the basis of an anonymous report.
- 5. Through the BOCS Memorandum of Understanding with the Chico Police Department, Blue Oak Charter School may share any and all information with regard to student safety or possible illegal activity with the Chico Police Department.
- 6. If the Executive Director or his/her designee determines that bullying has occurred, (s)he shall take appropriate disciplinary action. If it is believed that criminal charges may be pursued against the perpetrator, the Executive Director will consult with the BOCS School Board to determine if criminal charges are warranted. If it is determined that criminal charges are warranted, the Chico Police Department will be notified.

Contact the site administrator if you feel your child may have been a victim of a hate crime.

Investigation Procedures

The goal of the investigation is to obtain an accurate and complete account of all incidents and circumstances deemed relevant to the allegations of the complaint.

The Executive Director or his/her designee, upon receipt of a viable report of hate crime, bullying, or harassment shall promptly contact the parents or guardians of a student who has been the alleged target and the alleged perpetrator of the action. The actions being taken to prevent further acts shall be discussed.

Emergencies

The Executive Director or his/her designee will immediately call 911 in a case of a threat of imminent physical harm or actual physical harm to a school community member or where police, fire, medical, or other emergency assistance is needed.

Students on IEPs

When an IEP Team determines that a student has a disability that affects social skills development or the student may participate in or is vulnerable to bullying, harassment, or teasing because of his/her disability, the Team will consider what should be included in the IEP to develop the student's skills and proficiencies to avoid and respond to bullying, harassment, or teasing.

Informal Resolution Procedure: Conflict Resolution:

It may be possible, through a process called Conflict Resolution, to resolve a complaint through a voluntary informal process. Both the complainant and the alleged perpetrator will meet separately in a timely manner with the Executive Director or designee who will explain the informal process, the nature of the complaint, explain the prohibition against retaliation, and determine the needed corrective action the complainant seeks.

After adequate investigation, the designated official will propose a resolution. If the complainant and the alleged offender agree with the proposed resolution, the designated official will write down the resolution, and the complainant

and the subject of the complaint will sign it, and each person will receive a copy. At the meeting, the designated official will again explain the prohibition against retaliation. Parents of both the complainant and alleged offender will be notified of the process being followed.

A designated school official will monitor the situation and will follow up with the complainant to determine whether there are further incidents or concerns. The designated official will maintain written record of the follow up. At any time, either party may choose to forego the informal process and commence the formal procedure.

Formal Resolution Procedure

STEP ONE

The Executive Director or his/her designee will separately meet in a timely manner with the complainant and the subject of the complaint to tell them about the formal process, explain the prohibition against retaliation, and determine the remedy the complainant seeks.

STEP TWO

The Executive Director or his/her designee will conduct an investigation in accordance with the procedures described under the Investigations heading of this policy. Parents of both the complainant and alleged offender will be notified of the complaint and the process being followed.

STEP THREE

The Executive Director or his/her designee will determine whether the allegations have been substantiated, and whether this Policy and/or the Code of Conduct have been violated. If the complaint is substantiated, the designated official will decide based on the investigative findings, on the appropriate course of action. The Executive Director or his/her designee will prepare a written report that includes the investigative findings.

STEP FOUR

The designated official will promptly notify the complainant and the subject of the complaint to let them know whether the complaint has been substantiated. If the complaint is substantiated and the offender remains a student in the school, the designated official will meet with the offender to describe, consistent with the Code of Conduct, the disciplinary and/or corrective action recommended, the school's expectations for future behavior and the potential consequences for retaliation or future violation of the Policy.

- If a complaint is substantiated, a report of the incident will be placed in the offender's student records.
- File Retention: The Executive Director or his/her designee will maintain a separate confidential file containing the original completed Reporting/Complaint Form, investigatory interview notes and reports, findings made, the results of the investigation, including any decision for action, and other relevant investigatory materials.
- Any disciplinary or corrective action against a student must conform to the due process requirements of federal and state law.

STEP FIVE

The Executive Director or his/her designee will monitor the situation and will follow up with the complainant at least weekly for two months to determine whether there are further incidents or concerns, and whether the corrective action and/or disciplinary action(s) imposed has/had been effective. The designated official will maintain a written record of the follow-up.

Any right of appeal from discipline imposed is governed by the Code of Conduct.

Permissible Disciplinary Sanctions and Corrective Actions in Response to Bullying, Discrimination, Harassment or Hate Crimes Disciplinary sanctions and corrective actions may include, but are not limited to, one or more of the following:

- A written warning;
- Parent conferences;
- An apology to the victim;
- Limiting or denying student access to a part or an area of the school; Adult supervision on school premises;
- Exclusion from participation in school-sponsored functions, after-school programs, and/or extracurricular activities;
- Classroom transfer;
- Awareness training (to help students understand the impact of their behavior); Participation in cultural diversity, anti-harassment, anti-bullying or intergroup relations program;
- Specific recommendations, (i.e. anger management, medical assessment, counseling, etc.) Short-term or long-term suspension;
- Exclusion, expulsion, or discharge from school;
- and Any other action consistent with the Code of Conduct.

Investigations for Formal Proceedings

Prompt and Thorough Investigations: When the Executive Director or his/her designee determines that a Formal Proceeding is appropriate, the school will promptly investigate all reports or complaints of an alleged violation of this Policy.

Investigative Procedure

The Executive Director or his/her designee investigating the incident will gather and preserve evidence and identify all involved parties and witnesses. If the incident involves physical injury, destruction of public property, or acts of a serious criminal nature, the designated official will confer with the local police department prior to gathering or preserving evidence.

Communication During Investigation

Throughout the investigatory and complaint resolution process, the Executive Director or his/her designee will make reasonable efforts to regularly inform the complainant and the subject of the complaint and their parent(s) or guardian(s) of the status of the complaint, the anticipated timing for concluding the investigation, and determination of discipline and/or corrective action(s).

Time for Investigations

The Executive Director or his/her designee will complete his/her investigation as soon as practicable, but not to exceed 14 school days once the report has been received. The Executive Director or his/her designee will expedite the investigation of any claim involving physical violence or serious threats of harm.

Ensuring Safety During Investigation

The Executive Director or his/her designee will take any step he/she determines is necessary and/or advisable to protect, to the extent practicable, the complainant, witnesses, and other individuals from further incidents or from retaliation pending the outcome of the investigation.

Victim Assistance

The Executive Director or his/her designee will make appropriate referrals for victim assistance, including counseling and crisis intervention, if requested, or as needed.

Confidentiality

The District will respect the privacy of the complainant, the subject(s) of the complaint, and the witnesses to the extent possible consistent with its obligations under federal and state law and regulations and the Policy to investigate, report, and take appropriate disciplinary and corrective action, and consistent with applicable confidentiality laws and student record regulations.

Imposing disciplinary action or corrective action

If the Executive Director or his/her designee concludes that the subject of the complaint has violated this Policy, the District will impose disciplinary measures and/or corrective action reasonably calculated to end the conduct cited in the complaint, deter future conduct, and protect the complainant(s) and other similarly situated individuals.

Frivolous Complaints

When a complaint is unfounded, frivolous, or maliciously fabricated, the complainant shall be subject to a range of disciplinary and correction actions consistent with the Code of Conduct.

Safety Plan Review, Evaluation and Amendment Procedures

Regularly, during each school year, the Facilities Manager and Executive Director will review policies and practices concerning school safety. At least once per year the Facility Manager will review and report on the safety of the school facility to the Safety Sub Committee. The Safety Sub Committee will be charged with reviewing the safety Plan annually and advising the charter council on needed changes or goals for improvement.

Blue Oak actively participates in the California Safe Schools Assessment. Data is collected, reported, and reviewed on all crimes committed on the school campus. Blue Oak collects information regarding progress toward solutions and shares this information with students, families, and the community at large.

Blue Oak has established procedures in the following areas:

California Safe School Assessment (CSSA) reporting procedures, suspension and expulsion procedures, and inventory system.

Safety Plan Appendices

Emergency Contact Numbers

Utilities, Responders and Communication Resources

Emergency Services	Certified Fortress	(530) 893-4269
Law Enforcement/Fire/Paramedic	Chico Police Department	(530) 897-4900

Blue Oak Charter School Incident Command System

Incident Commander: Susan Domenighini

Safety Officer: Buck Ernest

Public Information Officer: Susan Domenighini

Scribe: Maggie Buckley

Incident Coordinator Assistant: Kathy Maddox Planning/Intelligence: Susan Domenighini

Logistics: Maggie Buckley

Operations Finance/Administration: Maggie Buckley

First Aid And Search Teacher A: Kayla Mahanay

Students Release And Accountability Teacher B: Hunter Hamblin

Whole school Intercom System

559: On any landline phone in the school.

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:

Responsibilities of Incident Coordinator

- Notify 911
- Take proactive action to stabilize the scene.
- Assess potential danger and unsafe conditions.
- Assume command; select and establish appropriate command post.
- Establish communication with appropriate officials to determine specifics of location and threat level.
- Classify threat level: Brief incident personnel.
- Invoke EMERGENCY AUTHORITY to assert an immediate action plan to correct unsafe conditions.
- Supervise and direct the activities of all personnel.
- Provide regular updates of the scope and size of the incident to Incident Command personnel.
- Approve the release of all information to the news media.
- Refer pertinent information to Operations/Logistics.
- De-escalate process: Coordinate reports to all Incident Command personnel.
- Set objectives and approve plans for return to normal operations.
- Complete activity log, and after-incident reports for school debriefing.
- Prepare a plan of incident for debriefing.

Responsibilities of Incident Coordinator/Assistant(s)

- Communicate to staff as directed by the Incident Coordinator.
- Identify responding agencies to determine locations of all assisting personnel.
- Continually update incident actions plans.
- Maintain activity logs, and complete after-incident reports.

Responsibilities of Scribe(s)

- Maintain ongoing command post journal.
- Maintain and display an updated map of the incident location and response.
- Update minutes from briefings.

Responsibilities of Operations/Logistics

- Work with responding agencies.
- Advise the Incident Coordinator of resources needed.
- Coordinate and process requests for additional resources.
- Issue operational orders to implement directives of the Incident Coordinator.
- Provide Incident Coordinator with Frequent status updates.
- Provide information to appropriate emergency/responding agencies.
- Establish a staging area for resource delivery.
- Maintain an activity log and prepare after-activity reports for debriefing.
- Request resources with Public Information/district offices and supporting agencies.
- Inform the Incident Coordinator of resources being deployed.

Responsibilities of Operations/Logistics Assistant

- Maintain a visible chart of resources requested.
- Maintain the staging area and staging personnel.
- Establish and maintain communications between Staging Area and Operations/Logistics.
- Maintain a log of the agencies deployed and the location of safety personnel.
- Responsibilities of Safety/Logistics Name
- Coordinate escort of students to parents/guardians.
- Maintain a log of students remanded to parents/guardians.
- Monitor operational activities to assess potential danger and unsafe conditions.
- Maintain a safe and clear entrance and exit to the site.

Responsibilities of Liaison/Intelligence Chico Police Officer (SRO/Probation)

- Identify agency representatives/emergency personnel upon arrival and alert Incident Coordinator.
- Maintain contact with responding agencies and locations of assisting personnel.

Responsibilities of Public Information Personnel will be covered by the Incident Commander

- Prepare information summary on media coverage Command Post personnel.
- Provide an escort to media and other officials to designated meeting areas as necessary.
- Arrange for meeting between news media and incident personnel
- Obtain copies of all media released and post them in the command post for review.

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. The Incident Commander is assisted in carrying out this function by a 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 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.

Types of Emergencies & Specific Procedures

Aircraft Crash

- This procedure addresses situations involving an airplane crash on or in proximity to school property.
- The front office will call 911 and will provide the exact location (room, building or area) and nature of emergency.
- The Incident Commander will initiate the appropriate response actions, which may include duck and cover, lockdown, or evacuation of a building or the entire school.
- If on school property, the Utilities Team will secure the crash area to prevent unauthorized access. If the crash results in a fuel or chemical spill on school property, the Incident Commander will order the procedures for a "Chemical Spill Onsite" to go into effect.
- The Hospital Team will check injuries to provide appropriate first aid.
- Any affected areas will not be reopened until the Butte County HazMat or appropriate agency provides clearance and the Incident Commander issues authorization to do so.
- The Counselors will convene onsite to offer counseling as necessary.
- If it is unsafe to remain on campus, the Incident Commander will initiate a school evacuation.

Animal Disturbance

It is the policy of Blue Oak Charter School to keep students and staff safe from dangerous or hazardous animals or insects. If a wild animal, unleashed domestic animal, or insects that sting or bite is found on campus which appears to be a danger or potentially harmful to students/staff the following actions will be taken:

Procedure for wild animal on campus

- Keep students/staff away from the animal until it is removed from campus.
- Call 911 or Animal Control and advise them of the type of animal, the current location, how long it has been on campus and if it appears hurt or sick.

Law enforcement or Animal Control will remove the animal from the campus.

Procedure for a domestic animal on campus

- If the owner is present on campus, ask the owner to take control of the animal
- If the owner is not present on campus and the animal is a potential danger to students/staff, call Animal Control to remove the animal.

Procedure for Insects that sting or bite

- Keep students/staff from the insect(s)
- Small insects can be removed from the school building and taken outside
- Poisonous insects like a Black Widow Spider should be terminated
- If a large group of bees looking for a new hive are on campus call a bee handler.

Procedure for dead animals on campus

- Keep the students away from the animals' body and do not let them touch or play with the dead animal as it may carry disease and vermin.
- Before moving the animal corpse, engage in safe practices by putting on latex disposable gloves and a
 face mask. Lift the body with a shovel and place it in a trash bag, tighten the bag and deposit the entire
 bag into the large trash bin for removal from campus.

Armed Assault on Campus

ACTIVE SHOOTER

- An active shooter or armed intruder on school property involves one or more individual's intent on causing
 physical harm and/or death to students and staff. Such intruders may also possess a gun, a knife, a bomb or
 other harmful devices. An Active Shooter or armed intruder will result in law enforcement and other safety and
 emergency services responding to the scene as quickly as possible.
- Once law enforcement arrives, it is critical to follow the instructions of, and cooperate with law enforcement
 officers. The School Incident Commander will be relieved by a law enforcement official as soon as possible. The
 law enforcement official will now be the Incident Commander with complete jurisdiction over the scene. The
 School is a crime scene and will require a thorough search and processing.

RESPONSIBILITIES

SCHOOL INCIDENT COMMANDER

- Upon Notification of an active shooter or armed intruder on campus, immediately direct staff to call 911 if it is
 unknown that 911 has been called. The 911 call should provide the name and exact location of the school, the
 nature of the emergency, number and description of intruders (if known), type of weapons, area of school where
 last seen, actions taken by the school, and whether there are on-site security or law enforcement officers. Caller
 is to remain on the line to provide updates.
- Notification to the building occupants will be made using all available means. Notification shall provide any
 information regarding the on-going situation that will assist the building occupants to choose their best survival
 response option. Commands to initiate safety protocols will be given over the PA system.
- Secure the administration office as a command post and retrieve the critical information and data about the school's emergency systems. These include the types of communications available to all staff/faculty and Admin, staff, student's locations, detailed floor plans and what is readily available to everyone involved in the lockdown such as food, water, blankets, toilet tissue, medical first aid supplies and how much they have in case the incident isn't over quickly. If the incident is occurring at the administration office, designate an alternate command post.

- If an active shooter or armed intruder enters the classroom individuals have the OPTION to use whatever COUNTER strategies necessary to keep the students safe.
- If an active shooter or armed intruder enters and begins shooting, any and all actions to stop the shooter are justified. This includes making noise, moving about the room to lessen accuracy, throwing items (books, computers, phones, book bags) to interfere with the ability to shoot accurately, safely exiting out windows, and taking control of the intruder. Anyone not involved in COUNTER strategies should evacuate by any means possible and move to another location.
- Direct command post staff is to maintain contact with teachers reporting pertinent emergency information via the school cell phone.
- Notify the front office and request activation of the communications plan for media and parent notification protocols.
- Staff and students outside the building will EVACUATE to an off-site relocation center. Enloe Medical building is
 the primary relocation site. If it is not safe at the primary, then the secondary site is recommended at Save More
 Parking Lott @ 146 W. East Avenue Chico, CA. Direct support staff outside to stop pedestrians and vehicles from
 entering the school grounds until law enforcement arrives.
- Ensure that any buses or cars in route to the school are redirected to a designated relocation site.

TEACHERS AND STAFF

- The first person to identify an active shooter or armed intruder, as soon as it is safe to do so, should call 911, then notify the School Incident Commander.
- If in close proximity to the danger, assess the situation for the best survival option.
- EVACUATE if at all possible. If not, gather assistance and engage in conducting a CODE RED LOCKDOWN of the immediate area. If the a armed intruder has made contact, you have the option to use COUNTER strategies, and then EVACUATE.
- Individuals who are not in the immediate danger area should gather information about their classroom's immediate situation. Account for all students or other individuals sheltered in their room.
- Assess the ability to safely EVACUATE the building. If there is no safe manner to EVACUATE the building, have others assist in conducting a CODE RED LOCKDOWN of the room.
- Rooms in CODE RED LOCKDOWN should pay attention to all announcements providing event details. If the
 circumstances change and EVACUATE becomes a viable option, a decision can be made to leave the location and
 EVACUATE to the Relocation Site.
- Unless evacuating, rooms in CODE RED LOCKDOWN, shall remain secured until personally given the "All Clear" by the Incident Commander or a law enforcement officer in uniform.

OTHER PROCEDURES

- After the armed intruder(s) have been subdued, the School Incident Commander in consultation with law
 enforcement Incident Commander will announce an ALL CLEAR and EVACUATION and relocation to an alternate
 site for FAMILY REUNIFICATION.
- If staff or students are injured, assist them out of the building to the nearest emergency medical personnel.
- The School Incident Commander will request bus transportation or alternate transportation to the Relocation Site
- The School Incident Commander will activate the communications plan to alert the media and parents and direct them to go to the Relocation Site.
- Those who remained secured in an Code Red LOCKDOWN, will EVACUATE the building using the designated exit routes and alternate routes to their assigned areas, take attendance and move to the buses for transport, if buses are available.

- The School Incident Commander will activate the Crisis Response Team and activate MENTAL HEALTH AND HEALING procedures and /or notify area mental health agencies to provide counseling and mental health services at the relocation site.
- The School Incident Commander will debrief appropriate school personnel.
- The School Incident Commander, in consultation with law enforcement officials, will determine when the school can resume normal activities and communicate the information to parents and the public.

Biological or Chemical Release

Chemical accidents of a disaster magnitude could result from a transportation accident or an industrial accident. Should any such accidents endanger the students or staff, the following steps will be taken:

- The Principal or designee will contact the fire department or call 911 to determine local conditions and to seek advice. Shelter in place will be ordered.
- Teachers and staff will close all doors and windows, close air vents and shut down air conditioning/heating and listen to the PA for further instructions.
- If necessary, teachers and staff should use tape, rags, clothing or any other available material to seal for air leaks. Teachers will continue to shelter in place until further instruction is given.
- If a teacher believes that gas is entering the building, the teacher will direct the students to cover their mouth and nose with a wet rag, cloth, towel, or paper towel. Short, quick shallow breaths are recommended.
- If evacuation is necessary, the regular evacuation plan will be followed.

Chemical Accident on Campus

- This incident could be the result of, but is not limited to: spilled cleaning chemicals within the school building, a material a student brings to school, or a broken gas main.
- Should any such accidents endanger the students or staff, the following steps will be taken:
- If the incident occurs in a classroom, the person-in-charge will evacuate the students to a safe place and inform teachers in adjoining rooms as well as an administrator of the situation.
- The School Incident Commander or designee will contact 911 to inform emergency services of the condition.
- Physical Plant personnel will be informed ASAP and they will take necessary steps (e.g. shutting down gas lines). In cases of serious chemical spills, they should wait for emergency response personnel.
- Persons who have come into direct contact with hazardous substances should have affected areas washed with soap and water and immediately remove contaminated clothes. Contaminated clothing should be cut off the body rather than pulled over the head. Bleach or other disinfectants should not be used on potentially exposed shin. Individuals that have been contaminated "topically" by a liquid should be segregated from unaffected individuals (isolation does not apply to widespread airborne releases).
- If deemed necessary by the School Incident Commander, the school will proceed with the usual evacuation procedure using primary or alternate routes, avoiding exposure to the chemical fumes.
- Students, teachers and staff will not return to the building until emergency response personnel have determined it is safe.

Bomb Threat/ Threat of Violence

BOMB THREAT: A suspected bomb or explosive device has been reported, but not located.

BOMB EMERGENCY: A bomb has been located.

BOMB THREAT PROCEDURE

All threats directed toward the school will be taken seriously. The site administrator will contact law enforcement and initiate next steps. The site administrator will be responsible for communicating necessary procedures/actions to staff and the District Office.

BOMB EMERGENCY PROCEDURE

- Do Not in any way handle or move a suspected explosive device.
- Call 911. The dispatcher will ask for information.
- Announce "this is an evacuation" over the school PA system.
- Account for students via school cell phone and evacuate in an orderly manner.
- Move students a safe distance from the buildings or bomb site and account for all students via the school cell system.
- If necessary, render first aid.
- Be aware of the potential second device stay away from the original bomb site, buildings, or vehicles. Open areas are the best location for gathering/accounting processes.
- Return to the buildings only when the ALL CLEAR signal is given.

Disorderly Conduct

- Blue Oak is aware of the laws, policies and procedures, which govern the conduct of visitors to the school
 campus. Blue Oak uses continuing efforts to minimize the number of campus entrance and exit points used daily.
 Access to school grounds is limited and supervised on a regular basis by individuals, such as the campus
 supervisor; staff familiar with the student body. Campus traffic, both pedestrian and vehicular, flows through
 areas that can be easily and naturally supervised.
- To ensure the safety of pupils and staff and avoid potential disruptions, all visitors to the campus, except pupils of the school and staff members, must register immediately upon entering any school building or grounds when school is in session.
- Blue Oak has established a visible means of identification for visitors while on school premises (i.e. tag).
 Furthermore, the Executive Director, designee or campus supervisor may direct an individual to leave school grounds if he/she has a reasonable basis for concluding that the person is committing an act that is likely to interfere with the peaceful conduct of school activities or that the person has entered the campus with the purpose of committing such an act.

Earthquake

EARTHQUAKE PROCEDURE

Earthquakes usually strike without warning. Therefore, earthquake drills are at designated times throughout the year. To ensure student and staff safety, use the following procedure:

INSIDE SCHOOL BUILDING

- The teacher or person in authority implements ACTION DUCK, COVER, HOLD.
- All students and staff should immediately turn away from glass areas and place themselves under tables and
 desks. Move away from windows where there are large panes of glass and out from under heavy, suspended
 light fixtures. When the earthquake is over, initiate EVACUATION giving special consideration to exit routes to
 ensure safety. Take roll via the school cell phone.

OUTSIDE SCHOOL BUILDING:

- The teacher or person in authority directs students to a safe place out in the open, away from any potential falling objects (i.e. trees, portable backstops, power lines, buildings, ect.)
- Stay there until the earthquake is over.
- Take roll via school cell phones.
- As buildings may be damaged, wait until ALL CLEAR signals from the administration before returning to the classroom.
- If necessary, render first aid.

Explosion or Risk of Explosion

FIRE

- Sound the school fire alarm.
- All staff should stay inside classrooms/offices (unless you smell smoke or see fire) until the Incident Coordinator announces "This is an Evacuation" over the School PA system.
- Once the evacuation order is given, teachers and staff will:
 - Clear Room(s)
 - o Lock doors and windows
 - Bring attendance/student related documents
 - Escort students to a designated area and conduct roll call school cell phone.
 - Maintain control of students at a safe distance from fire, fire personnel and equipment
 - If necessary, render first aid
 - o An ALL CLEAR signal will be given indicating conditions are safe for returning to classrooms.

The following actions should be taken when an explosion occurs:

- 1. Staff with students should drop and cover
- 2. Assess the situation and decide on necessary actions (e.g. evacuation)
- 3. Inform the office of the situation as quickly and calmly as possible.
- 4. Render first aid if necessary.
- 5. Wait for instructions from the Incident Coordinator via the school cell phone.

Fire in Surrounding Area

If a fire occurs offsite and threatens or is near the school buildings that endanger students or staff the following steps will be taken: The site administrator or designee will contact the fire department or call 911 to determine local conditions and whether an evacuation is advisable. This can easily be done by calling non-emergency Chico Police Department, stating our concern of a nearby fire and CPD will give the location of the fire, what type ie: residential, field, commercial and will advise/recommend as to what to do from here.

The site administrator will determine if evacuation of the school is necessary.

Fire on School Grounds

The Person who first observes the fire will pull the fire alarm, then contact the front office to report the fire.

After the initial shelter in place, evacuation will be announced on the PA. The regular evacuation plan will be followed.

Flooding

Flooding off Campus:

- In the event of a flood off campus that may impact the campus the following steps shall be followed: Have all students report to their classrooms.
- Teachers assure that all students are present.
- The Executive Director or designee contacts the fire department or law enforcement to determine the risk to the students on campus. The staff keeps students at school if safe or calls parents to come to get the students if being on campus may be dangerous.
- Equipment protection Move computers and electronics to higher levels in the building.

Flooding on Campus:

The person who first observes the flood on campus or in the school building shall take the following actions:

- Stop the flow of the water if possible.
- Contact the Executive Director, or designee, to advise of the flooding area.
- Maintenance staff to turn off the water valve.
- If it's a minor amount of water the area can be cleaned by staff and volunteers.
- If a large incident occurs, the Executive Director may call the Fire Department for assistance.

Motor Vehicle Crash

Car Crash with Students in Car:

Parent drivers often transport students to off campus events. When Parent drivers transport students, the following actions shall be followed:

- Parent drivers must be approved to drive students.
- Prior to leaving the campus the classroom Teacher is responsible to provide the Principal or designee a list of the names of the Parent Drivers and the names of the students riding in each car.
- The Principal shall be informed of the destination address and the expected return time to campus.
- If the return to the campus is later than expected the classroom Teacher shall call the Principal and inform of the reason for the delay.
- If the Driver does not return to the campus at the expected time the Executive Director or designee shall call the parents of each student and inform them that the student has not yet returned and the reason for the delay.

Psychological Trauma

Students and staff may experience a broad range of reactions (e.g., physical, cognitive, psychological, behavioral, spiritual) to an emergency. Some of these reactions can cause distress that interferes with adaptive coping. Support from informed, compassionate, and caring professionals can help students and staff members recover from these reactions.

Blue Oak will assist students, staff, and families by:

- Establishing a positive connection in a non-intrusive, compassionate manner;
- Enhancing immediate and ongoing safety and providing physical and emotional comfort;
- Calming and orienting those who are emotionally overwhelmed or distraught;
- Helping to identify their immediate needs and concerns and offering practical assistance and information to help address these needs and concerns;
- Empowering individuals to take an active role in their recovery, by acknowledging their coping efforts and strengths, and supporting adaptive coping; and,
- When appropriate, linking those in need to other relevant school or community resources such as school counseling services, peer support programs, after school activities, tutoring, primary care physicians, local

recovery systems, mental health services, employee assistance programs, public-sector services, and other relief organizations.

Pandemic Procedures

Pandemics are rare, but another may occur. To help navigate through possible future viral outbreaks resulting in a Pandemic we created a Blue Oak Charter School Reopening Safety Plan. This plan can be found on Blue Oak's web page https://blueoakcharterschool.org/. As a school we excelled in creating and then implementing policies and procedures to create many mitigating layers to help curb the entry and or spread of the Pandemic Novel CoronaVirus -19. Blue Oak gathered much information from the Butte County Office of Education, Butte County Health and Human Services, State of California Health Department and the Federal Agency CDC. Blue Oak then analyzed all gathered information to make informed, educated and thought out decisions to help keep its students, staff and families safe.

Injured Student Emergency Accident Protocol

First on scene will radio the Health Aide as to type of injury and location.

Yard Duties should communicate to their supervisor, if they are not on scene, that there is a student injury with a brief explanation of the accident and where. Then, Yard Duties will communicate with one another and the staff or faculty on the play grounds to establish who is first on scene and the Incident Commander (IC). If there is a teacher on the playground then they should be the IC. If a teacher is not present then the Executive Director, Assistant Executive Director or the Facilities Manager will be the IC.

As the Health Aide is called, the Executive Director, Assistant Executive Director and the Facilities Manager need to communicate with one another then proceed to their appropriate locations.

Upon arriving at the scene the Health Aide will relieve the first on scene and then they will be in charge of the injured student. If the IC hasn't been established the Health Aide can accept this responsibility. It is preferred that one of the incoming Administrators be the Incident Commander so the Health Aide can focus on the injured student. At this point the Administration needs to make the decision as to what kind of injury has happened.

If it is appropriate, the student's home room teacher may be called to comfort the student. This is an Administrative decision. If the injured student's teacher is called to the scene they should be relieved by a substitute or an employee to be designated by Administration.

Once the Administration and IC have assessed the situation and have discussed the available appropriate courses of action to take, Administration will announce that information over the PA. They will be giving the orders and making the decisions to clear the playground, push all students to one side of the play yard or go to a rainy day recess schedule. The IC will be the Point person on Scene and will help to execute the action chosen. Confirm 911 has been called.

During this process the airwaves are to remain clear, no unnecessary chatter. Also, the students are still in school. We don't need more adults in the yard than is necessary. The incident commander will be surveying this aspect as well.

Clearing the playground would constitute the need to go to a Rainy Day Recess Schedule. If this is the appropriate action then Administration and staff need to take Faculty Breaks into consideration and ensure they are given. If pushing the student body to one side of the play yard is the chosen action then yard duties and staff should assist one another to

accomplish this. It is a top priority to keep the students calm, keep any curious students and parents at least 100' away from the injured student and to support one another.

Once the students and faculty have been addressed and appropriate courses of action executed the injured student should not be moved and all should wait for medical transport to arrive. The Executive Director should be in front of the school to direct the ambulance where to go. Once the injured student is stabilized and has left to be transported, the Administration should announce over the PA system to resume the usual schedule.

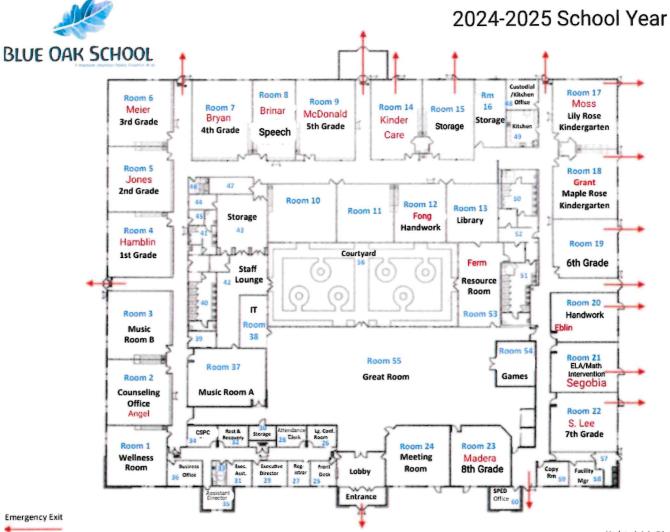
Air Quality Protocol

Wildfires in California have become increasingly relevant to students' daily health. Blue Oak uses the site AIRNOW.GOV to determine the daily AQI (Air Quality Index) and if students should stay inside or go outside for breaks, snacks, lunch and recess. If the AQI in Chico is above 151-200, the air quality is unhealthy (red) and students shall remain inside. If the AQI is 101-150, (orange) the air quality is unhealthy for sensitive groups and students may go outside. Children do fall into the Sensitive Group category. Sensitive groups are advised to reduce prolonged or heavy exertion while outdoors if in this range. Students at Blue Oak are outside when the AQI is 101-150 but only for short periods of time, snack and lunch. Games and Movement are conducted primarily indoors with filtered air. All of Chico Unified School District Schools adhere to this AQI website and the actions to be taken according to the daily numbers.

Workplace Violence Prevention Plan:

According to the Occupational Safety and Health Administration (OSHA), workplace violence is the second leading cause of fatal occupational injuries in the United States, affecting nearly two million American workers annually. The Majority of employers in California must establish, implement and maintain a Workplace Violence Prevention Plan that includes: Prohibiting employee retaliation, Accepting and responding to reports of workplace violence: Employee workplace violence training and communication: Emergency Response: Workplace violence hazard assessments: 2024 was the first year OSHA required this plan to be created and implemented into all qualifying business entities. The plan is complete and is available upon request.

Emergency Evacuation Map



Updated July 31, 2024

Field Trip Stipends Review & Proposal from BOFC 4-8-25

The current pay for an overnight field trip stipend is \$37 for teachers.

\$100 per night seems to be the going rate in comparison with other district schools. We would like to recommend that our teachers receive this amount. This is just for an overnight field trip regardless of the day (weekends included).

Annual cost approx. \$3,500. Motion to recommend to the BOCC for approval by Ryan Sanders. Second motion by Elizabeth Nail.



CERTIFICATED ANNUAL RATE SCHEDULE 2023/2024 Salary Schedule

effective January 1,2024

	Α	В	С	C-1
Year of Service Step	BA / Reg. Credential	BA / Reg. Credential +60 Units	BA / Reg. Credential +75 Units	BA + 75 Units with Waldorf or SPED Certification
Intern	\$55,467.00			
1	\$55,467.00	\$57,131.01	\$58,844.94	\$60,610.29
2	\$55,467.00	\$57,131.01	\$58,844.94	\$60,610.29
3	\$57,131.01	\$58,844.94	\$60,610.29	\$62,428.60
4	\$58,844.94	\$60,610.29	\$62,428.60	\$64,301.46
5	\$60,610.29	\$62,428.60	\$64,301.46	\$66,230.50
6	\$62,428.60	\$64,301.46	\$66,230.50	\$68,217.41
7	\$64,301.46	\$66,230.50	\$68,217.41	\$70,263.94
8	\$66,230.50	\$68,217.41	\$70,263.94	\$72,371.85
9	\$68,217.41	\$70,263.94	\$72,371.85	\$74,543.01
10	\$70,263.94	\$72,371.85	\$74,543.01	\$76,779.30
11	\$72,371.85	\$74,543.01	\$76,779.30	\$79,082.68
12	\$74,543.01	\$76,779.30	\$79,082.68	\$81,455.16
13	\$76,779.30	\$79,082.68	\$81,455.16	\$83,898.81
14	\$79,082.68	\$81,455.16	\$83,898.81	\$86,415.78
15	\$81,455.16	\$83,898.81	\$86,415.78	\$89,008.25
16		\$86,415.78	\$89,008.25	\$91,678.50
17		\$89,008.25	\$91,678.50	\$94,428.85
18		\$91,678.50	\$94,428.85	\$97,261.72
19			\$97,261.72	\$100,179.57
20			\$100,179.57	\$103,184.96
21			\$103,184.96	\$106,280.51
22				\$109,468.92
23				\$112,752.99
24				\$116,135.58

Days: 182

Years teaching experience is defined as working 80% or more of any given school year in a Certificated position

Years at Blue Oak based on years teaching in Blue Oak classroom as a full time Certificated teacher

Maximum previous teaching experience: 8 years

Masters Stipend: \$1,250.00 per year

Faculty Chair & Co-Chair Stipend: \$1,200.00 per year Testing Coordinator Stipend: \$1,000.00 per year

Summer Training Stipend: \$37 per day M-F / \$100 per day weekends

Home Visits Stipend: \$20 per visit

(Annual 10m) 20,988.80 + Stipend \$2,500



CERTIFICATED ANNUAL RATE SCHEDULE 2023/2024 Salary Schedule

effective January 1,2024

	Α	В	С	C-1
Year of Service Step	BA / Reg. Credential	BA / Reg. Credential +60 Units	BA / Reg. Credential +75 Units	BA + 75 Units with Waldorf or SPED Certification
Intern	\$57,200.00			
1	\$57,200.00	\$58,916.00	\$60,683.48	\$62,503.98
2	\$57,200.00	\$58,916.00	\$60,683.48	\$62,503.98
3	\$58,916.00	\$60,683.48	\$62,503.98	\$64,379.10
4	\$60,683.48	\$62,503.98	\$64,379.10	\$66,310.48
5	\$62,503.98	\$64,379.10	\$66,310.48	\$68,299.79
6	\$64,379.10	\$66,310.48	\$68,299.79	\$70,348.79
7	\$66,310.48	\$68,299.79	\$70,348.79	\$72,459.25
8	\$68,299.79	\$70,348.79	\$72,459.25	\$74,633.03
9	\$70,348.79	\$72,459.25	\$74,633.03	\$76,872.02
10	\$72,459.25	\$74,633.03	\$76,872.02	\$79,178.18
11	\$74,633.03	\$76,872.02	\$79,178.18	\$81,553.52
12	\$76,872.02	\$79,178.18	\$81,553.52	\$84,000.13
13	\$79,178.18	\$81,553.52	\$84,000.13	\$86,520.13
14	\$81,553.52	\$84,000.13	\$86,520.13	\$89,115.74
15	\$84,000.13	\$86,520.13	\$89,115.74	\$91,789.21
16		\$89,115.74	\$91,789.21	\$94,542.88
17		\$91,789.21	\$94,542.88	\$97,379.17
18		\$94,542.88	\$97,379.17	\$100,300.55
19			\$100,300.55	\$103,309.56
20			\$103,309.56	\$106,408.85
21			\$106,408.85	\$109,601.11
22				\$112,889.15
23				\$116,275.82
24				\$119,764.10

Days: 182

Years teaching experience is defined as working 80% or more of any given school year in a Certificated position

Years at Blue Oak based on years teaching in Blue Oak classroom as a full time Certificated teacher

Maximum previous teaching experience: 8 years

Masters Stipend: \$1,250.00 per year

Faculty Chair & Co-Chair Stipend: \$1,200.00 per year
Testing Coordinator Stipend: \$1,000.00 per year

Summer Training Stipend: \$37 per day M-F / \$100 per day weekends

Home Visits Stipend: \$20 per visit



CLASSIFIED HOURLY RATE SCHEDULE

Salary Schedule

BLUE OAK SCHOOL

															9	Ranges	
T O	0	17	16	15	14	13	12		10	9	05	7	9/	S	4		Steps
34.43	27 72	30.70	29.24	27.84	26.52	25.26	24.05	22.91	21.82	20.78	19.79	18.85	17.95	17.09	16.28	•)2224\
20.07	72 27	32.23	30.70	29.24	27.84	26.52	25.26	24.05	22.91	21.82	20.78	19.79	18.85	17.95	17.09	,	2
00.07	25 54	33.84	32.23	30.70	29.24	27.84	26.52	25.26	24.05	22.91	21.82	20.78	19.79	18.85	17.95		w
01:01	37 31	35.54	33.84	32.23	30.70	29.24	27.84	26.52	25.26	24.05	22.91	21.82	20.78	19.79	18.85		4
27,10	30 18	37.31	35.54	33.84	32.23	30.70	29.24	27.84	26.52	25.26	24.05	22.91	21.82	20.78	19.79		<u></u>
14.11	42 17	40.16	38.25	36.43	34.69	33.04	31.47	29.97	28.54	27.18	25.89	24.65	23.48	22.36	21.61		6-10
1 1.20	44 78	42.17	40.16	38.25	36.43	34.69	33.04	31.47	29.97	28.54	27.18	25.89	24.65	23.48	22.69		11-12
10.17	46 40	44.28	42.17	40.16	38.25	36.43	34.69	33.04	31.47	29.97	28.54	27.18	25.89	24.65	23.82		13-15
10.01	48 81	46.49	44.28	42.17	40.16	38.25	36.43	34.69	33.04	31.47	29.97	28.54	27.18	25.89	25.02		16-19
03.000	51 75	48.81	46.49	44.28	42.17	40.16	38.25	36.43	34.69	33.04	31.47	29.97	28.54	27.18	26.27		20
														<u> </u>			_

Up to five (5) years of credit on the salary schedule may be granted for previous experience upon hire. After longevity step 20 an increase of 1.5% will be added for each ongoing year

19

49.96

52.46

55.08

57.84

60.73

65.36

68.63

72.06

75.66

79.44

RANGE CLASSIFICATION 4
Instructional Aide/Classified Support/Maintenance/Custodial/Cafeteria Health Aide/Paraprofessional/Facilities Assistant Attendance Clerk/Festival Support/Front Desk Registrar/Business Office Assistant Executive Assistant/HR Coordinator Community Schools Partnership Coordinator Specialty Presenter School Nurse/Counselor
/Translator

Board Approved: 10-17-2023



CLASSIFIED HOURLY RATE SCHEDULE

DRAFT Salary Schedule

Proposed Minimum Wage Increase

9 1 7 5 7 4 こと 10 6 30 7 9 25.60 23.22 22.11 21.06 20.06 18.19 16.50 31.11 29.63 28.22 26.88 24.38 19.10 17.33 17.33 53.17 34.30 32.67 31.11 29.63 28.22 26.88 25.60 24.38 23.22 22.11 21.06 20.06 19.10 18.19 20.06 18.19 31.11 23.22 21.06 34.30 29.63 26.88 25.60 24.38 22.11 19.10 36.02 32.67 28.22 22.11 21.06 20.06 19.10 58.62 37.82 36.02 34.30 32.67 31.11 29.63 28.22 26.88 25.60 24.38 23.22 21.06 20.06 37.82 31.11 28.22 25.60 24.38 23.22 22.11 61.55 39.71 36.02 34.30 32.67 29.63 26.88 Un 6-10 11-12 13-15 16-19 21.90 33.49 31.89 24.99 22.66 42.74 35.16 30.37 28.93 27.55 26.24 23.80 40.70 38.76 36.92 23.00 44.87 42.74 40.70 38.76 36.92 35.16 33.49 31.89 30.37 28.93 27.55 26.24 24.99 23.80 69.55 24.15 31.89 26.24 24.99 47.12 44.87 40.70 36.92 35.16 33.49 30.37 28.93 27.55 73.03 42.74 38.76 25.35 47.12 44.87 42.74 40.70 38.76 36.92 35.16 33.49 31.89 30.37 28.93 27.55 26.24 49.47 27.55 42.74 36.92 35.16 33.49 31.89 30.37 28.93 26.62 80.52 51.95 49.47 47.12 40.70 38.76 44.87 20

Up to five (5) years of credit on the salary schedule may be granted for previous experience.

After longevity step 20 an increase of 1.5% will be added for each ongoing year.

RANGE	RANGE CLASSIFICATION
4	Instructional Aide/Classified Support/Maintenance/Custodial/Cafeteria/Translator
5	Health Aide/Paraprofessional/Facilities Assistant
6	Attendance Clerk/Festival Support/Front Desk
7	Registrar/Business Office Assistant
11	Executive Assistant/HR Coordinator
13	Community Schools Partnership Coordinator
17	Specialty Presenter
19	School Nurse/Counselor

Board Approved: