



Agenda

Ipakanni Early College Charter School Regular Board Meeting

Ipakanni Early College Charter

1459 Downer Street, Oroville, CA 95965

Board Meeting Monday, March 31, 2025 @ 5:30 pm

I. OPENING BUSINESS

- A. Call meeting to order- Time _____
- B. Record Attendance and Guest
 - a. Glenda Nelson-President Present___ Absent___
 - b. Nicolette Anderson-Vice President Present___ Absent___
 - c. Sonja Mix-Baltazar - Treasurer Present___ Absent___
 - d. Dawn Blackhorse- Secretary Present___ Absent___
 - e. Irene Santosfelver, Board Member Present___ Absent___
 - f. Open
 - g. Walter Gramps, Director Present___ Absent___
 - h. Billy Bowers, School Site Supervisor Present___ Absent___
- C. Adopt Agenda
- D. Closed Session Topics of Discussion (Please refer to the items identified in Agenda Section III, below.)
- E. Public Comment on Closed Session
- F. Adjourn to Closed Section

II. PUBLIC COMMENT PERIOD RE CLOSED SESSION ITEMS

General public comment on any closed session item that will be heard. The Board may limit comments to up to 20 minutes according to Board policy.

III. CLOSED SESSION

IV. RECONVENE IN OPEN SESSION

Adjourn Closed Session and Reconvene to Open Session
Report Action Taken in Closed Session

V. PUBLIC COMMENT

Recognition of Individuals who wish to speak on non-agenda items

The President will invite anyone in the audience wishing to address the Board on a matter not listed on the agenda to stand and wait to be recognized, state your name and address for the record, and make your presentation. Presentations will be limited to five (5) minutes per person and twenty (20) minutes per subject. The Board is prohibited by State law from taking action on any item presented, if it is not listed on the agenda, except under special circumstances as defined by the Government Code.

Recognition of Individuals who wish to speak on agenda items

The President will invite anyone in the audience wishing to address the Board on a matter that is on the agenda to stand and wait to be recognized, state your name, and the item number of the agenda item on which you wish to speak. When that item comes up on the agenda you will be asked to stand, state your name and address for the record, and make your presentation. Under Government Code Section 54954.3, the presentation time will be limited.

VI. Consent Agenda
(Recommended Approval)

- A. Board Minutes February 24th, 2025
- B. Approval of Check Register: February 2025

VII. Action Items

- 7.01 Approve SPED MOU with OCESD for 2024-2025
- 7.02 Approval of Summer School Personnel
 - a. Summer School Director: Billy Bowers
 - b. Summer School Teacher: KrisAnthony Avina
- 7.03 Approval of Updated Teacher Salary Schedule
- 7.04 Approval of 2025-2026 Calendar
- 7.05 Approval of Shawna Beitler-Rios PLD starting March 31, 2025
- 7.06 Approval of Donna Mendez as Long-Term Substitute March 24, 2025
- 7.07 Approval of Safety Plan

VIII. Discussion/Informational Items

- 8.01 Financial Report from Charter Impact
- 8.02 WASC Visit

IX. Reports

9.01 Director's Report

9.02 Board Member Reports/Concerns

X. Items for Next Agenda

XI. Adjournment

This legislative body conducts business under the meeting requirements of the Ralph M. Brown Act.

MEETING AGENDA & RELATED MATERIALS

Agendas for regular board meetings as defined by the Brown Act will be posted at the meeting site and the legislative body's website, if applicable, 72 hours prior to the start of the meeting. Agendas for special meetings as defined by the Brown Act will be posted at the meeting site and the legislative body's website, www.ipakanni.com, if applicable, 24 hours prior to the start of the meeting. Materials relating to an agenda topic that is a matter of public record in open session, will be made available for public inspection 72 hours prior to the start of the meeting, or, alternatively, when the materials are distributed to at least a majority of board members.

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

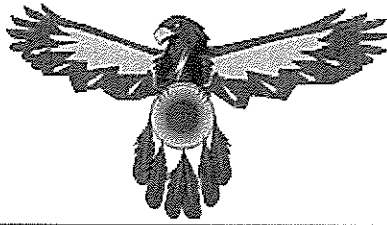
If you desire to address the Board on a matter that is on the agenda, you will be asked to stand, or to raise your hand until recognized by the chairperson. Presentations will be limited to three (3) minutes, with a maximum of twenty (20) minutes, on each subject matter. All individuals are expected to respect the rights and privacy of others.

SPECIAL PRESENTATIONS MAY BE MADE

Notice is hereby given that; consistent with the requirements of the Bagley-Keene Open Meeting Act, special presentations not mentioned in the agenda may be made at this meeting. However, any such presentation will be for information only.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in these meetings, please contact the Administrator's office (530) 532-1165. Notification 48 hours prior to the meeting will enable the district to make reasonable accommodations to ensure accessibility to these meetings.



Agenda

Ipakanni Early College Charter School Regular Board Meeting

Ipakanni Early College Charter

1459 Downer Street, Oroville, CA 95965

Board Meeting Monday, February 24, 2025 @ 5:30 pm

I. OPENING BUSINESS

- A. Call meeting to order- Time 5:34pm
- B. Record Attendance and Guest
- | | |
|---|-----------------------------------|
| a. Glenda Nelson-President | Present <u>X</u> Absent <u> </u> |
| b. Nicolette Anderson-Vice President | Present <u> </u> Absent <u>X</u> |
| c. Sonja Mix-Baltazar - Treasurer | Present <u> </u> Absent <u>X</u> |
| d. Dawn Blackhorse- Secretary | Present <u>X</u> Absent <u> </u> |
| e. Irene Santosfelver, Board Member | Present <u>X</u> Absent <u> </u> |
| f. Open | |
| g. Walter Gramps, Director | Present <u>X</u> Absent <u> </u> |
| h. Billy Bowers, School Site Supervisor | Present <u>X</u> Absent <u> </u> |
- C. Adopt Agenda
Motion IS, Second DB
In Favor 3 Opposed 0 Abstain 0
- D. Closed Session Topics of Discussion (Please refer to the list of items identified in Agenda Section III, below.)
- E. Public Comment on Closed Session
- F. Adjourn to Closed Section

II. PUBLIC COMMENT PERIOD RE CLOSED SESSION ITEMS

General public comment on any closed session item that will be heard. The Board may limit comments to no more than 20 minutes pursuant to Board policy.

II. CLOSED SESSION

IV. RECONVENE IN OPEN SESSION

Adjourn Closed Session and Reconvene to Open Session
Report Action Taken in Closed Session

V. PUBLIC COMMENT

Recognition of Individuals who wish to speak on non-agenda items

The President will invite anyone in the audience wishing to address the Board on a matter not listed on the agenda to stand and wait to be recognized, state your name and address for the record, and make your presentation. Presentations will be limited to five (5) minutes per person and twenty (20) minutes per subject. The Board is prohibited by State law from taking action on any item presented, if it is not listed on the agenda, except under special circumstances as defined by the Government Code.

Recognition of Individuals who wish to speak on agenda items

The President will invite anyone in the audience wishing to address the Board on a matter that is on the agenda to stand and wait to be recognized, state your name, and the item number of the agenda item on which you wish to speak. When that item comes up on the agenda you will be asked to stand, state your name and address for the record, and make your presentation. Under Government Code Section 54954.3, the time allotted for presentations will be limited.

VI. Consent Agenda (Recommended Approval)

6.01 Board Minutes January 27, 2024

Motion IS, Second DB

In Favor 3 Opposed 0 Abstain 0

6.02 Approval of Check Register: 2024-2025, January 2025

Motion DB, Second IS

In Favor 3 Opposed 0 Abstain 0

VII. Action Items

7.01 Approve 2nd Interim Budget

Motion DB, Second IS

In Favor 3 Opposed 0 Abstain 0

7.02 Approval of Long-Term Planning for Board

Motion DB, Second IS

In Favor 3 Opposed 0 Abstain 0

VIII. Discussion/Informational Items

8.01 Financial Report from Charter Impact

8.02 Mid-Year LCAP

IX. Reports

9.01 Director's Report

- Walter presented a comparison of local charter schools to Ipakanni, benchmark data on Math and English. Also, presented a comparison of locals schools to Ipakanni mean scores.

9.02 Board Member Reports/ Concerns

-No Board Member reports or concerns

X. Items for Next Agenda

XI. Adjournment

Time 5:50pm

This legislative body conducts business under the meeting requirements of the Ralph M. Brown Act.

MEETING AGENDA & RELATED MATERIALS

Agendas for regular board meetings as defined by the Brown Act will be posted at the meeting site and the legislative body's website, if applicable, 72 hours prior to the start of the meeting. Agendas for special meetings as defined by the Brown Act will be posted at the meeting site and the legislative body's website, www.ipakanni.com, if applicable, 24 hours prior to the start of the meeting. Materials relating to an agenda topic that is a matter of public record in open session, will be made available for public inspection 72 hours prior to the start of the meeting, or, alternatively, when the materials are distributed to at least a majority of board members.

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

If you desire to address the Board on a matter that is on the agenda, you will be asked to stand, or to raise your hand until recognized by the chairperson. Presentations will be limited to three (3) minutes, with a maximum of twenty (20) minutes, on each subject matter. All individuals are expected to respect the rights and privacy of others.

SPECIAL PRESENTATIONS MAY BE MADE

Notice is hereby given that; consistent with the requirements of the Bagley-Keene Open Meeting Act, special presentations not mentioned in the agenda may be made at this meeting. However, any such presentation will be for information only.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in these meetings, please contact the Administrator's office (530) 532-1165. Notification 48 hours prior to the meeting will enable the district to make reasonable accommodations to ensure accessibility to these meetings.

Ipakanni

Check Register

For the period ended February 28, 2025

Check Number	Vendor Name	Check Date	Check Amount
10071	Charter Impact	2/6/2025	\$ 6,490.00
10072	Inland Business Systems	2/6/2025	260.79
10073	Hobbs Pest Solutions, Inc	2/24/2025	95.00
10074	HP Downer Annex, LLC	2/24/2025	4,500.00
10075	Chico Country Day School/ CCDS - Finance a	2/27/2025	1,647.77
10076	Inland Business Systems	2/27/2025	372.56
10077	Mendes Supply Company	2/27/2025	345.99
ACH	PG&E	2/5/2025	1,240.45
ACH	Recology Butte Colusa Counties	2/20/2025	393.21
ACH	Blue Shield of California	2/20/2025	3,901.38
ACH	EverBank, N.A.	2/24/2025	145.78

Total Disbursements in February \$ 19,392.93

VT

MEMORANDUM OF UNDERSTANDING

by and between

OROVILLE CITY ELEMENTARY SCHOOL DISTRICT AND IPAKANNI EARLY COLLEGE CHARTER

This Memorandum of Understanding ("Agreement") is executed between the Oroville City Elementary School District ("District" or "OCESD") and Ipakanni Early College Charter School ("Nonprofit"), a California nonprofit public benefit corporation authorized to operate Ipakanni Early College Charter School ("Charter School" or "Ipakanni").

I. RECITALS:

- A. The Oroville City Elementary School District is a school district existing under the laws of the State of California.
- B. Ipakanni Early College Charter School is a California non-profit public benefit corporation that operates the Ipakanni Early College Charter School, a public Charter School existing under the laws of the State of California and under the chartering authority of Oroville City Elementary School District after being authorized by the Feather Falls, a district lapsed at the end of the 2018-2019 school year.
- C. The District is the authorizing agency of Charter School. This Agreement is intended to outline the agreement of Charter School and the District governing their respective fiscal and administrative responsibilities, their legal relationships and operation of Charter School.
- D. Written modifications of this Agreement may be made by mutual agreement as set forth in Section A below. This Agreement will be approved by the Oroville City Elementary School District Board of Trustees and by the Board of Directors of Charter School and shall be effective upon execution until terminated in accordance with this Agreement. The executed and approved Agreement shall be provided by Charter School to the District on or before February 28, 2025.
- E. The terms of this Agreement are intended to become part of the conditions, standards and procedures set forth in the Charter document ("Charter"), and shall be enforceable as if set forth in the Charter. If the terms of this Agreement conflict with the terms of the Charter, this Agreement shall control the handling or resolution of the particular issue in question. The parties will meet to consider the Charter as modified by this Agreement to reach consistency, if the inconsistency is material to the terms of the Charter. In addition, if the Charter, read alone without incorporating this Agreement, is silent on an issue addressed by this Agreement, this Agreement shall control.

II. AGREEMENTS

A. Terms

7.01

1. This Agreement will govern the relationship between the District and Charter School regarding the operation of Chaliier School and the relationship of the District and Charter School.
2. Any modification of this Agreement must be in writing, executed by duly authorized representatives of both parties, ratified by the respective Boards, and must indicate intent to modify or amend this Agreement.
3. The duly authorized representative of Charter School is the Director, or designee.
4. The duly authorized representative of the District is the Superintendent or any designee thereof. In order to ensure consistency in communications, all communication regarding any aspect of the operation of Charter School shall be initiated by the designated representative of Charter School with the OCESD Assistant Superintendent of Curriculum and Instruction.
5. The term of this Agreement shall be July 1, 2024 to June 30, 2025. This entire Agreement is subject to approval by the respective governing boards of the District and Charter School.
6. This Agreement shall terminate automatically upon closure of Charter School for any reason, except as may be specified otherwise herein. "Closure" means that all legally required closure processes are completed and any statutory, nonjudicial, revocation or nonrenewal appeals under Education Code section 47607 have been exhausted.

B. Funding

1. The Charter School will be funded in accordance with the Local Control Funding Formula ("LCFF"). Charter School will receive base funding and may receive supplemental and concentration grants. Charter School will be responsible for providing the California Department of Education ("CDE") with all data required for funding and will comply with all laws and regulations as developed by the Legislature and State Board of Education ("SBE") to implement LCFF. All information provided by Charter School shall be truthful and accurate. The LCFF Funding will not include:
 - a. Programs for which Charter School is required to apply separately.
 - b. Special Education programs -- these funds are allocated to the District as long as Charter School functions as a public school of the District for purposes of special education. Charter School understands that this requires it to contribute an equitable share of its LCFF funding to support district-wide special education

instruction and services costs, including Charter School's special education costs.

- c. Lottery funds -- Charter School will be funded directly from the State in addition to the LCFF Funding, for their share of these funds. A portion of Lottery Funds must be spent on instruction, as dictated by the State.
2. Charter School is eligible for Federal funding including, but not limited to: Title I, II, IV and VII, based on the qualification of Charter School's students for such funding.
3. Charter School shall elect to receive funding from the State directly, pursuant to Education Code section 47651.
4. Charter School may receive funding from new or one-time funding sources available to schools or school districts provided by the State of California to the extent that Charter School and its students generate such entitlements. Additionally, Charter School may apply for private grants.
5. Grants written by and obtained by Charter School will come directly to Charter School and not go through the District or be subtracted from the resources the District would otherwise have allocated to Charter School.
6. In addition to the LCFF Funding specified herein, the parties recognize the authority of Charter School to pursue additional sources of funding.
7. If the District applies for additional sources of funding in the form of grants at the request of and for the benefit of Charter School, which it may do in its sole discretion, the District will receive a percentage of such funds to be allocated to Charter School. The District will charge the maximum indirect costs as allowed under law or as specified by the specific funding source. Funds shall be allocated to Charter School on a prorated basis related to the formula that generates the funds. For example, if funds are generated on a per eligible students' basis, they shall be allocated to Charter School on a per eligible student basis minus the administration fee (i.e., indirect cost fee) charged by the District.
8. Charter School shall cooperate fully with the District in any applications made by the District on behalf of the students of Charter School.
9. Charter School agrees to comply with all applicable laws and regulations related to receipt and expenditures of such funds. The District shall annually transfer to Charter School funding in lieu of property taxes in monthly installments on or before the fifteenth (15th) of each month pursuant to Education Code section 47635.

10. Charter School agrees that all loans received by Charter School shall be the sole responsibility of Charter School and the District shall have no obligation for repayment. Charter School agrees that it shall establish a fiscal plan for repayment of any loans received by Charter School in advance of approving receipt of such loans. It is agreed that all loans sought by Charter School shall be authorized in advance by the District and shall be the sole responsibility of Charter School. Charter School agrees that OCESD shall have no obligation for repayment. Charter School shall provide advance written notice with details of terms and repayment plan to OCESD specifying its intent to apply for/seek a loan. Charter School shall also provide to OCESD written notice of deposit of any sums which are loans and the plan for repayment.
11. Charter School agrees that all revenue obtained by Charter School shall only be used to provide educational services and support consistent with its Charter and shall not be used for purposes other than those set forth in the approved Charter, this Agreement or any authorized amendments. All expenditures shall be in accordance with applicable law.
12. Charter School shall not seek a share of additional operational funding pursuant to Education Code section 47636, subdivision (a).

C. Legal Relationship

- I. The Parties recognize that Charter School is a separate legal entity that operates Charter School under the supervisory oversight of the District.
2. Charter School shall be wholly responsible for Charter School's operations and shall manage its operations efficiently and economically within the constraints of Charter School's annual budget. The District shall not be liable for the debts or obligations of Charter School, for claims arising from the debts or obligations of Charter School or for claims arising from the performance of acts, errors, or omissions by Charter School, and Charter School agrees to indemnify the District against any such claims as set forth in the Charter and this Section. This indemnification clause shall survive termination of this Agreement.

Charter School shall not have the authority to enter into a contract that would bind the District, nor to extend the credit of the District to any third person or party. Charter School shall clearly indicate to vendors and other entities and individuals outside the District with which or with whom Charter School enters into an agreement or contract that the obligations of Charter School under such agreement or contract are solely the responsibility of Charter School and are not the responsibility of the District.

Charter School shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, its officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter "District" and "District Personnel") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and/or District Personnel, that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, Charter School's performance under this Agreement or the Charter, the condition or use of its facilities, or any acts, errors, negligence, omissions or intentional acts by Charter School, its board of directors, administrators, employees, agents, representatives, volunteers, successors and assigns. This indemnity and hold harmless provision shall exclude actions brought by third persons against the District arising out of any intentional acts of the District and/or District Personnel or solely out of any acts or omissions of the District and/or District Personnel that are not otherwise related to or connected with Charter School and/or its Personnel. This indemnification clause shall survive termination of this Agreement.

3. OCESD shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless CHARTER SCHOOL, its officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter "CHARTER SCHOOL" and "CHARTER SCHOOL Personnel") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against CHARTER SCHOOL and/or CHARTER SCHOOL Personnel, that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, OCESD 's performance under this Agreement or with respect to the Charter, or any acts, errors, negligence, omissions or intentional acts by OCESD, its board of directors, administrators, employees, agents, representatives, volunteers, successors and assigns. This indemnity and hold harmless provision shall exclude actions brought by third persons against CHARTER SCHOOL arising out of any intentional acts of CHARTER SCHOOL and/or CHARTER SCHOOL Personnel or solely out of any acts or omissions of CHARTER SCHOOL and/or CHARTER SCHOOL Personnel that are not otherwise related to or connected with OCESD and/or its Personnel.
4. Charter School will comply with all applicable state and federal laws, including, without limitation, the Ralph M. Brown Act (Gov. Code, § 54950 et seq.), the California Public Records Act (Gov. Code, § 6250 et seq.), and conflict of interest laws, including without limitation, the Political Reform Act (Gov. Code, § 87100) and Government Code section 1090 et seq., as set

forth in Education Code Section 47604.1.

Charter School shall also comply with all applicable federal and state laws concerning the maintenance and disclosure of student records, including, without limitation, the Family Educational Rights and Privacy Act of 1974 (20 U.S.C.A. §1232g), all applicable state and federal laws and regulations concerning the improvement of student achievement, including, without limitation, applicable provisions of the Every Student Succeeds Act (20 U.S.C. Ch. 28 § 1001 et seq.), and agrees to take appropriate remedial action if notified by the State of California of a violation of any of the foregoing.

5. Any complaints or concerns (including complaints filed with OCR, EEOC, or FEHA) received by the District about any aspect of the operation of Charter School or about Charter School shall be promptly forwarded by the District to Charter School. District may request that Charter School inform the District of how such concerns or complaints are being addressed, and Charter School shall provide such information. Charter School shall handle its own uniform complaints, with the exception of special education, which OCESD shall handle in conjunction with Ipakanni, pursuant to a Uniform Complaint Procedure adopted in accordance with California Code of Regulations, Title 5, Section 4600 et seq.

D. Fiscal Relationship

I. Oversight Obligations: District oversight obligations include, but are not necessarily limited to, the following:

- a. Review and revision of this Agreement and any subsequent agreements to clarify and interpret the Charter and amendments to the Charter and the relationship between Charter School and the District.
- b. Monitoring performance and compliance with the Charter and with applicable laws, including, without limitation, by way of the following:
 - Visiting Charter School at least once per year;
 - Ensuring that Charter School submits the reports and documents identified in subsection (D)(1)(e) below;
 - Monitoring the fiscal condition of Charter School;
 - Notifying the State of California upon the occurrence of any of the events described in Education Code section 47604.32(a)(5).
Charter School shall promptly respond to all reasonable inquiries of the District, including, but not limited to, inquiries regarding its financial records.

- c. Any process conducted in compliance with Education Code section 47607 and its implementing regulations related to the issuance of a notice of violation or other corrective notice related to Charter School's operations, including document requests, hearings, notices, and investigations, and monitoring efforts to remedy operational problems identified by the District.
- d. For purposes of fiscal oversight and monitoring by the District, the District requires Charter School to provide information and documentation related to its operations. The District annually prepares its Due Dates for Charter School Financial and Attendance Reports ("Reports"). Charter School shall provide all information and documentation in the form and at the times specified in the Reports. Whether included in the Report or not, Charter School shall provide the District with a copy of the following documents, data and reports. in the form and at the times specified.

(A) Student Data

Charter School shall submit student enrollment projections to the District by March 19 of the preceding school year each year. During the school year, monthly enrollment and ADA reports with respect to Charter School shall be provided to the District. Charter School shall annually provide the District a list of names, and addresses of students enrolled along with the school district of residence, of each respective student no later than November 1 of each year.

Charter School shall maintain contemporaneous written records of pupil attendance and make these records available to the District for inspection and audit upon request. Charter School shall provide copies of the P-1, P-2, and annual state attendance reports to the District by December 15, April 13, and June 30, respectively, each year. Copies of amended state attendance reports, if any, shall be provided to the District within 3 weeks of discovery of the need for making such an amendment. In addition, Charter School shall provide all necessary information required to be submitted to the California Longitudinal Pupil Achievement Data System (CALPADS) no later than October 31 of each year, including the R-30 Report. Such reports must be generated using the required Standardized Account Code Structure (SACS) and Attendance Reporting software. Charter School shall ensure that coding of student information conforms to District student information system requirements.

Charter School's student discipline policies shall be provided to the District annually, by September 1 of each year, if updated.

(B) Personnel Data/Credential Data

Actual staffing data shall be provided to the District on an annual basis and prior to commencement of each school year. Teacher credentials, clearances, and permits shall be maintained on file at Charter School and shall be subject to periodic inspection by the District. Copies of credentials and a list of teaching/class assignments for each teacher shall be provided to the District by Charter School at the commencement of each school year, no later than September 15, and whenever any changes in credentials or assignments occur during the school year, along with written verification by Charter School that credentialing requirements have been met. Charter School shall also provide to the District at the commencement of each school year, no later than September 15, all available information to demonstrate compliance with Education Code section 44237 for Charter School employees.

Budget Data:

CHARTER SCHOOL shall provide the following fiscal reports to OCESD consistent with Education Code 47604.33(a)(1)-(5). A preliminary budget due on June 30, for the upcoming fiscal year; a first interim report, due on December 15, covering operations through October 31; a second interim report, due on March 15, covering operations through January 31; final unaudited report, due on September 15, covering the prior fiscal year. These deadlines shall recur annually. CHARTER SCHOOL will also conduct an annual, independent financial audit consistent with Education Code Section 47605(m), to be submitted no later than December 15 for the previous fiscal year. CHARTER SCHOOL agrees to submit, in addition to the above financial reports, monthly financial statements to the Assistant Superintendent of Business of OCESD. These will be submitted to OCESD after every CHARTER SCHOOL monthly Board meeting. CHARTER SCHOOL shall make every effort to comply fully with Education Code Section 47604.33. Reports will be submitted using either the SACS format or the format used in reporting to the CHARTER SCHOOL Board.

Cash Flow Data:

OCESD shall be notified at least three weeks in advance of Board of Directors action to incur short- or long-term debt on behalf of Charter School, and financing documents shall be made available for District review upon request.

Financial Data:

Bank account reconciliations for Charter School will be the responsibility of Charter School.

Charter School is required to provide the District with written assurances that demonstrate fiscal responsibility and planning in each financial decision over \$100,000, including entering into contracts and loans, within 10 days of entering into such financial commitments.

Financial Audit:

Charter School shall provide a copy of Charter School's Audited Financial Report to the District, the Butte County Superintendent of Schools, the State Controller, and the California Department of Education by December 15 of each year. Audit exceptions or deficiencies identified in the audit report shall be addressed by Charter School through the development of a remediation plan outlining how and when they will be resolved, subject to District approval. The remediation plan will be provided to the District by January 15 of each year or within 4 weeks following the finalization of the Audited Financial Report, whichever is later, or as otherwise agreed by the Parties. Failure to obtain an approved remediation plan (approval shall not be unreasonably withheld) may be considered fiscal mismanagement within the meaning of Education Code section 47607(c)(3).

Loans

Charter School agrees that it shall establish a fiscal plan for repayment of any loans received by Charter School in advance of approving receipt of such loans. It is agreed that all loans sought by Charter School shall be authorized in advance by Charter School and shall be the sole responsibility of Charter School. Charter School agrees that the District shall have no obligation for repayment. Charter School shall provide advance written notice with details of terms and repayment plan to District specifying its intent to apply for/seek a loan. Charter School shall also provide to District written notice of deposit of any sums which are loans and the plan for re-payment. It is not the intent of OCESD to disapprove of potential loans unless they are not fiscally prudent or responsible.

(C) Governance Data/Meeting Information

Copies of meeting agendas for meetings of Charter School

Board of Directors shall be posted to Charter School facility and website at the time they are distributed to the public pursuant to the Brown Act[1]. Copies of meeting minutes shall be maintained at the facility and posted to Charter School website within 5 days after their approval by the governing board. Charter School shall provide the District with notice of all meetings by providing copies of agendas at the same time the agenda is posted and will provide copies of minutes to the District from each meeting upon approval of same.

Charter School shall annually (on or before July 1 of each year) send to the District a list of its directors and officers, and shall notify the District within 30 days of any change in the composition of these directors and officers.

(D) Personnel Policies

A copy of Charter School personnel and payroll policies shall be provided upon commencement of the first school year and annually thereafter by September 1.

(E) Risk Management Data

Copies of all policies of insurance and memoranda of coverage shall be provided by Charter School to the District annually by no later than two weeks prior to the commencement of school.

A copy of Ipakanni's School Safety Plan shall be provided to the District at least annually no later than two weeks prior to the commencement of school.

(F) Programmatic/Performance Audit

Charter School will prepare an annual performance report and shall provide all information necessary to demonstrate that Charter School is pursuing adequately and/or meeting the applicable accountability standards. The report shall also include: an analysis of whether student performance is meeting the goals specified in the Charter and the California State Dashboard, using data displayed on a school-wide basis and disaggregated by major racial and ethnic categories to the extent feasible without compromising student confidentiality; an overview of Charter School's admissions practices during the year and data regarding the numbers of students enrolled and the number on waiting lists; analysis of the effectiveness of Charter School's internal and external dispute mechanisms and data on the number and resolution of disputes and

complaints. The performance audit shall be provided to the District by October 1 of each year.

(H) Instructional Materials

Charter School shall provide a list of core instructional materials by grade and content annually, no later than two weeks prior to the commencement of each school year.

(I) Other

Charter School shall provide such other documents, data and reports as may be reasonably requested or required by the District.

f. Data required to be submitted pursuant to this Section shall be submitted in electronic form if requested by the District.

g. Charter School shall comply with Generally Accepted Accounting Principles (GAAP) applicable to public school finance and fiscal management. Charter School shall maintain a minimum reserve for economic uncertainties (designated fund balance) in an amount to in no case less than 3% of year end expenditures of Charter School.

Oversight Fees: Charter School shall pay the District one percent (1%) of Charter School revenue to cover the actual cost of oversight. "Charter School revenue" shall be defined in accordance with Education Code section 47613 The District will deduct this amount monthly from the calculated In-lieu property tax revenue.

2. Administrative Services: OCESD will not be responsible for providing any administrative services to Charter School.

E. Special Education Services

1. School of the District for Special Education Purposes: OCESD agrees to provide Special Education Services pursuant to Education Code Section 47646. In accordance with the charter, Charter School will function as a "public school of the District" for purposes of Education Code Section 47641(b) and the Individuals with Disabilities Education Act during the term of this agreement.

2. Referral: Charter School staff shall be trained as needed by OCESD to identify students who may have exceptional needs and a Student Study Team will determine whether alternative interventions in the regular school setting will appropriately serve the needs of the student. Charter School shall make any necessary referrals of students who are believed to be eligible for special education and related services. Charter School shall notify

OCESD of any referrals.

3. Evaluation: Once a student is referred, OCESD shall assume responsibility for identifying and providing for any school administered evaluations or assessments. OCESD shall consult with Challer School staff when selecting and conducting assessments.
4. Section 504 Services: Charter School agrees to implement a Student Study Team, a regular education function, to monitor and guide referrals for Section 504 Services. Charter School will develop, maintain and implement policies and procedures to ensure identification of students who may require Section 504 accommodation(s). Unless otherwise agreed between the parties, all aspects of Section 504 compliance will be the sole responsibility of Charter School.
5. Individualized Education Program Development: OCESD assumes responsibility for developing written individualized education plans programs (IEP) for all students with exceptional needs. The IEP team shall have all legally mandated members and shall include a representative of Charter School. To the extent consistent and in compliance with the requirements of applicable law, the plan shall be developed collaboratively with an effort to respect the school's instructional design, mission and charter, and Charter School shall make available any necessary staff to facilitate the IEP process. OCESD shall provide advance notice to Charter School regarding all IEPs, and OCESD shall assume the responsibility for ensuring appropriate documentation of the IEP process and for ensuring all parent and student rights. OCESD Director of Special Education ("DSE") will be notified by the Charter School Director of all IEP meetings via email, written notice, or a phone call. The DSE will be invited to attend all IEPs and Charter School will serve as the Administrator of Record unless this is designated by the DSE to the Charter School Director or designee.
6. Placement The IEP team shall have primary responsibility for determining the most appropriate placements and services for students with exceptional needs in accord with applicable laws. All services shall be delivered in the least restrictive environment and shall be consistent with Charter School's instructional philosophy, mission, charter and program, but only to the extent consistent and in compliance with the requirements of applicable law.*
7. Delivery of Special Education and Related Services OCESD shall assume ultimate responsibility for delivery of all special education and related services specified in the IEP or otherwise required by law. The Charter School shall cooperate fully with the delivery of such services, which shall be consistent with Charter School's instructional philosophy, mission, charter, and operational policies, but only to the extent consistent and in

compliance with the requirements of applicable law.

OCESD will be allocated all special education funds that are generated by Charter School's students. OCESD will be responsible for all of the financial costs of services and responsible for the delivery of special education services described herein. OCESD will be responsible for any and all costs associated with any due process or judicial proceedings which result from the actions of OCESD employees.

8. Uniform Complaint Resolution OCESD shall, in consultation with Charter School, implement all aspects of a uniform complaint procedure for special education only. Charter School shall, whenever necessary, initiate and pursue due process hearings and claims as needed to ensure compliance with applicable laws.
9. Relationship with SELPA OCESD shall represent the interests of Charter School in good faith at all SELPA governance meetings and related activities. Charter School shall be able to participate in SELPA activities as needed and, on a basis, comparable with other District schools. OCESD shall promptly notify Charter School of any proposed changes to SELPA policies or practices regarding Charter Schools.
10. Funding. OCESD shall receive funding from the SELPA associated with ADA generated by the Charter School. Charter School shall agree to pay the District \$40,642.50 per quarter to meet its share of the FY special education per pupil encroachment in OCESD and, in return, OCESD will provide all needed and appropriate special education services for Charter School students, as they would for any other student within OCESD and in accordance with all applicable State and Federal laws.
11. Staffing OCESD agrees to employ and provide to Charter School all needed and appropriate personnel for special education services at no additional charge other than that set forth in this Agreement. To ensure that service delivery for special education services is aligned with the instructional program, mission and charter of Charter School, OCESD will inform all OCESD staff assigned to Charter School of the charter and mission of Charter School. Charter School also reserves the right to request the reassignment of any member of OCESD's special education staff assigned to Charter School if the Charter School Director determines they are not performing the responsibilities of his/her position satisfactorily and in accordance with this MOU. The process to be used by the Charter School Director shall be the same process used by other principals of OCESD, in accordance with collective bargaining agreements. However, nothing in this provision shall serve as a promise or guarantee that the District will

reassign the employee in question. Progressive discipline will be employed and the Charter School Director agrees to notify and meet with the OCESD DES to determine the best course of action for both OCESD and Charter School. The confidentiality rights of the employee shall be observed at all times. In return, the OCESD DES agrees to notify the Charter School Director of all action taken by OCESD to remedy the situation in a timely manner. It is understood that all individuals in the special education team are employees of OCESD and this agreement will not obstruct the rights of the personnel employed by OCESD set forth in OCESD's collective bargaining agreements. Charter School will provide the OCESD employees with appropriate workspace and working conditions.

12. Payment for Services, Special Education Encroachment:

OCESD will invoice Charter School quarterly for Special Education Encroachment costs. Exhibit A provides the formula by which each year Special Education encroachment is calculated. It also provides the calculation, which determines the Charter School share of the annual encroachment. Encroachment will be calculated and billed in the budget year based on the prior year Estimated Actuals. OCESD will bill Charter School 1/4 of the annual amount calculated in Exhibit A each quarter of the budget year, i.e., September 30th, December 31st, April 30th and June 30th of each year.

OCESD will close its books in early October of each year at which time reconciliation will be completed determining the actual amount of the Special Education encroachment. The amount that was billed to Charter School during the preceding year will be deducted from the actual amount of the Charter School share to determine the net adjustment. The net amount will be added to or subtracted from the December quarterly billing for the budget year.

Charter School and OCESD agree to use the Dispute Resolution Process outlined in Element 14 of the Charter School Charter to reach agreement over any contested charges if there are any. Charter School reserves the right, as supported by law, to request that OCESD provide additional supporting documentation to substantiate any fees or costs should the costs exceed the agreed upon costs in this agreement.

F. Section 504 of the Rehabilitation Act of 1973

1. Charter School shall be solely responsible for its compliance with Section 504 of the Rehabilitation Act of 1973 ("Section 504"). Charter School recognizes its sole legal responsibility to ensure that no qualified person with a disability shall, on the basis of the disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to



discrimination under any program of Charter School. Any student who has an objectively identified disability which substantially limits a major life activity such as learning is eligible for accommodation by Charter School

2. Charter School shall adopt a Section 504 policy, procedure and forms.
3. By September 1 of each year, Charter School shall designate a Charter School employee responsible for Section 504 compliance and notify the District's Director of Special Education in writing of the responsible individual. The designated Charter School employee shall notify the District's Director of Special Education anytime a student eligible under Section 504 withdraws from Charter School, including notice of the school in which the student enrolled in following withdrawal from Charter School and the student's district of residence.
4. In the case of pending student discipline of an eligible student who receives Section 504 accommodations, Charter School will ensure that it follows procedures to comply with the mandates of State and Federal laws for considering disciplinary action against disabled students. Prior to recommending expulsion of a Section 504 student, Charter School will convene a review committee to determine whether the student's misconduct was a manifestation of his or her disability, whether the student was appropriately placed and receiving the appropriate services at the time of the misconduct, and/or whether behavior intervention strategies were in effect and consistent with the student's Section 504 plan. Charter School may proceed with an expulsion only if it is determined that the student's misconduct was not a manifestation of his/her disability, that the student was appropriately placed and was receiving appropriate services at the time of the misconduct, and that the behavior intervention strategies were in effect and consistent with the student's Section 504 plan. Charter School acknowledges and understands that it shall be solely responsible for such compliance.

G. Student Application/Registration/Records/Withdrawal

- I. Charter School shall adopt Student Registration forms (to be filled out only after a child has been admitted to the Charter School) that include questions about whether the student is currently receiving or has ever received any type of special services (e.g. special education, IEP, Section 504 plan, accommodation plan), or has been expelled from a school district.
2. Charter School shall use a Records Request form to request pupil records from the prior school of attendance for all students who indicate an intention to enroll in Charter School.

3. Within 24 hours of any District resident student's expulsion, withdrawal, or disenrollment from Charter School for any reason during the school year, Charter School shall notify the District's Director of Special Education of the student's name, date of expulsion, withdrawal or disenrollment, the reason for such separation, and the student's next school/district of attendance. Charter School shall comply with Education Code section 47605(d)(3) in terms of providing notice of expulsion, withdrawal, or disenrollment of students who reside in other school districts.

H. General and Special Education - Discipline and Documentation

Charter School shall maintain copies in student files of all correspondence, including e-mails, between Charter School and parents relating to student discipline and special services, including any requests for services, inquiries, referrals, and responses.

I. Insurance and Risk Management

1. General & Excess Liability

The CHARTER SCHOOL, at its expense, shall procure and maintain throughout the term of this Agreement General Liability insurance with a minimum per occurrence limit of \$15,000,000 and the deductible/self-insurance retention shall not exceed \$10,000. Insurance shall include coverage for claims against the Charter School, its elected or appointed officials, employees, agents, volunteers and students (interns while acting on behalf of the Charter School) arising out of errors and omissions, abuse and molestation, and employment practices liability. The policy or policies shall name as additional insured/additional covered party the OCESD, its elected or appointed officials, employees, agents and volunteers. The policy or policies shall provide that this insurance shall be primary with respect to any liability or claimed liability arising out of the performance or activities by the Charter School under this Agreement or the Charter School's use of the Premises, and that any insurance procured by the OCESD, its elected or appointed officials, employees, agents and volunteers shall be excess and shall not be called upon to contribute until the limits of the insurance provided hereunder shall be exhausted.

Property Insurance

District is not responsible for real or personal property losses suffered by the Charter School, its elected or appointed officials, employees, agents, volunteers or students. Charter School shall be solely responsible for obtaining adequate property insurance for Charter School's personal property, building

improvements and any real property/buildings owned by the Charter School.
Automobile Liability

Charter School shall maintain automobile liability insurance, including non-owned and hired coverage with a minimum per accident limit of \$15,000,000 for any injuries to persons (including death therefrom) and property damage in connection with the Charter School's activities under this Agreement.

2. Workers' Compensation

Charter School is to procure and maintain, for the duration of this Agreement, Workers' Compensation insurance against claims for injuries to the Charter School's employees in accordance with such insurance as required by the State of California Labor Code and Employers Liability coverage.

3. Proof of Insurance

Charter School shall furnish OCESD with original certificates and amendatory endorsements affecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by the OCESD before commencement of any activities under this Agreement. However, failure to do so shall not operate as a waiver of these insurance requirements. OCESD reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement at any time.

Risk Management

The Charter School shall establish and institute risk management policies and practices to address reasonably foreseeable occurrences.

A report of the risk management program operation shall be submitted to OCESD no later than October 31 each year. The components of the report should include the Designated Safety Officer and establish that the following are in place:

- (1) Injury illness prevention plan
- (2) Bloodborne Pathogen training
- (3) Hazard Communication program
- (4) Emergency Plan
- (5) Documentation of Employee Safety Training Annual Safety Inspections (6) Child abuse reporting training

4. Human Resources Management All staff working at Charter School are employees of Charter School, unless otherwise set forth explicitly herein.

Charter School shall have sole responsibility for employment, management, salary, benefits, dismissal and discipline of its employees.

5. Charter School will be considered the public-school employer pursuant to the Educational Employment Relations Act.
6. Charter School agrees to comply with applicable federal statutory and regulatory requirements for highly qualified teachers and paraprofessionals used for instructional support.

J. Transportation

All responsibility for transportation services, if offered, will be provided by Charter School, including transportation for field trips, with the exception of transportation of a student with a disability, pursuant to an IEP, which responsibility falls to the District.

K. Nutritional Services

Charter School will be responsible for providing its own food services, if any.

L. Educational Program

1. Subject to District oversight and compliance with its Charter and applicable state and federal law, including, without limitation, IDEA, state law on the education of students with disabilities, and Section 504, Charter School is autonomous for the purposes of, among other things, deciding Charter School's educational program with the understanding that the educational program shall comply with the Charter.
2. Charter School calendar and daily bell schedule shall be submitted annually to the District for review and verification of compliance with instructional day and minutes requirements. Any calendar changes will be provided to the District by March 1, or as otherwise agreed by the Parties, prior to the beginning of a new school year.
3. It is understood that Charter School shall meet or pursue applicable accountability provisions under the law.

M. Facilities. Charter School shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the State Building Code. The facilities shall meet the requirements of the Americans with Disabilities Act and shall be approved by the local fire marshal for the use intended. Charter School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. Charter School shall conduct fire drills as specified in Education Code Section 32001 and shall maintain records of such drills. Charter School shall not establish more than one site or facility

without seeking material revision of its Charter document from the District's Board. Should Charter School wish to utilize District facilities, Charter School understands and acknowledges that a separate, annual request and agreement will be required.

- N. Renewal. The parties recognize that Charter School will be required to meet at least one of the academic performance criteria set forth in Education Code sections 47607(b) and 52052(f), as a condition for renewal unless this requirement is changed by the Legislature. If Charter School intends to apply for a renewal of its charter, it must submit its petition no later than six (6) months in advance of the end of its current term, or as otherwise agreed by the Parties. Charter School shall satisfy all applicable legal criteria in order to be renewed. Notwithstanding District Board Policy 0420.42(a), the District will consider a charter renewal petition submitted by Ipakanni.
1. Response to Requests. Pursuant to Education Code section 47604.3, Charter School shall respond promptly to all reasonable written requests of the District.
- P. Legal Counsel. Charter School shall retain the right to use its own legal counsel and will be responsible for procuring such counsel and associated costs.
- Q. Enrollment of Expelled Students. Neither Charter School nor the District shall be obligated to accept enrollment of any student who has been expelled from the other entity during the term of the expulsion except as may be required by federal or state law.
- R. Provision of Documents. With both parties understanding that some state, federal and county documents directed toward Charter School may be mailed to the District, the District agrees to pass on such documents and forms to Charter School in a timely manner, so it may complete its legal obligations. Charter School has full responsibility for the forms and documents it receives directly and those which it must access on the internet on its own.
- S. Non-Assignment. Neither party shall assign its rights, duties or privileges under this Agreement, nor shall either party attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of the other party. The replacement of Charter School with any other nonprofit corporation or other operating body or governance structure shall be treated as a material revision of the Charter, subject to the review and approval of the District pursuant to applicable provisions of the Education Code.
- T. Severability. If any provision or any part of this Agreement is for any reason held to be invalid or unenforceable or contrary to public policy, law or statute and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

U. Reimbursement of Mandated Costs. Charter School shall seek reimbursements of its mandated costs, if any, directly from the State.

V. Enforcement of Agreement. It is understood and agreed, and Charter School is estopped from denying, that the terms of this Agreement are intended to become part of the conditions, standards and procedures set forth in the Charter within the meaning of Education Code section 47607(c)(1) and that any violation of the Agreement is subject to the revocation provisions of Education Code section 47607. Although the terms of the Agreement are to become part of the conditions, standards and procedures set forth in the Charter, this Agreement is not subject to the dispute resolution provision of the Charter. It is further understood and agreed that the District may, in its sole discretion, enforce the terms of the Agreement by civil action and/or by revocation.

This agreement represents the full and final agreement between CHARTER SCHOOL and the District and shall only be modified in writing by the mutual agreement of the parties.

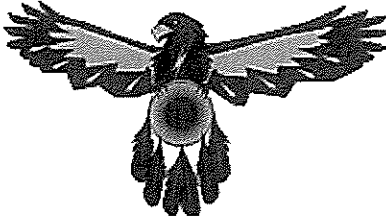
Dated: _____

Dr. Spencer Haltom, Superintendent
Oroville City Elementary School
District

Dated: 2/14/25

Walter Gramps

Walter Gramps, Director
Ipakanni Early College Charter



ELOP 30-Day Summer Program (9 hrs Daily)

Paid Stipends

Director Summer School

\$8100

Estimated Cost:\$8,500

Summer School Staff

Certificated: \$40 hr

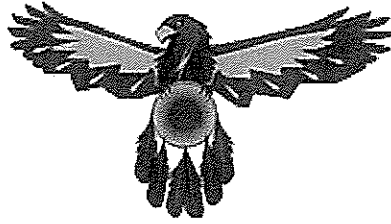
Non-Certificated \$25 hr

Estimated Cost: \$6,200

Total Cost: \$16,000

Additional Cost: Supplies, Field Trips, Food

7.02



Ipakanni Early College Charter School
2025-2026 Salary Schedule
Teacher

STEP	SALARY
1	61,103
2	62,599
3	64,227
4	65,897
5	67,610
6	69,368
7	71,171
8	73,021
9	74,920
10	76,867
11	78,866
12	80,917
13	83,020
14	85,179
15	87,394
16	89,667

Prior year experience capped at 10 years
A contract is for 182 Days and will be paid over 10 months
Sick Days (10) per contract year
CalSTRS Accum

7.03

SEMESTER 1

August 2025

M	T	W	Th	F
28	29	30	31	1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

20

September 2025

M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

20/ 40

October 2025

M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

22/ 62

November 2025

M	T	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

14/ 76

December 2025

M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

14/ 90

JULY 2025

M	T	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

School Calendar

175 School Days | 182 Teacher Days

Legend



1st & Last day of school
School start 8/4/2025 ends 5/15/2026



Minimum days
School is out at 12 noon



Holidays\ Breaks
Sep 1 Labor Day
Sep 26 Native American Day
Nov 11 Veterans Day
Nov 24-28 Thanksgiving
Dec 19-31 Jan 1-5 Winter Break
Jan 19 MLK Jr Birthday
Feb 12 Lincoln's birthday
Feb 16 Presidents Day
Apr 6-10 Spring Break



Teacher In-Service Days (No School for Kids)
Jul 31, Aug 1, 2025, May 18-22, 2026



Staff Development Days (No School for Kids)
Oct 17, Dec 19, 2024 Mar 13, 2025



Progress/Report Cards
1 43rd Day
2 90th Day
3 131st Day
4 175th Day



SEMESTER 2

January 2026

M	T	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

18/ 108

February 2026

M	T	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

18/ 126

March 2026

M	T	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

21/ 147

April 2026

M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

17/ 164

May 2026

M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

11/ 175

ADMIN ONLY MONTHS

Walter Gramps - Director

Billy Bowers - School Site Supervisor

Home of the Hawks

JUNE 2026

M	T	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

2,04

Comprehensive School Safety Plan

**2024-2025
School Year**

School: Ipakanni Early College Charter School
CDS Code: 04615070121509
District: Ipakanni Early College Charter School
Address: 1459 Downer Street
Oroville, CA 95965

Date of Adoption:

Date of Update:

Date of Review:

- with Staff
- with Law Enforcement
- with Fire Authority

Approved by:

Name	Title	Signature	Date

Table of Contents

Comprehensive School Safety Plan Purpose.....	4
Safety Plan Vision.....	4
Components of the Comprehensive School Safety Plan (EC 32281).....	5
(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166).....	5
(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100).....	7
(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines	7
(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079).....	11
(E) Sexual Harassment Policies (EC 212.6 [b]).....	12
(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183).....	15
(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)	16
(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)	16
(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)	18
(K) Hate Crime Reporting Procedures and Policies	20
(J) Procedures to Prepare for Active Shooters	34
Procedures for Preventing Acts of Bullying and Cyber-bullying.....	34
Opioid Prevention and Life-Saving Response Procedures	34
Response Procedures for Dangerous, Violent, or Unlawful Activities	34
Instructional Continuity Plan.....	34
Safety Plan Review, Evaluation and Amendment Procedures.....	35
Safety Plan Appendices.....	36
Emergency Contact Numbers	37
Safety Plan Review, Evaluation and Amendment Procedures	38
Ipakanni Early College Charter School Incident Command System	39
Incident Command Team Responsibilities	40
Emergency Response Guidelines	41
Step One: Identify the Type of Emergency	41
Step Two: Identify the Level of Emergency.....	41
Step Three: Determine the Immediate Response Action	41

Step Four: Communicate the Appropriate Response Action	43
Types of Emergencies & Specific Procedures.....	44
Aircraft Crash	44
Animal Disturbance.....	44
Armed Assault on Campus	44
Biological or Chemical Release.....	46
Bomb Threat/ Threat Of violence	48
Bus Disaster.....	49
Disorderly Conduct	50
Earthquake.....	50
Explosion or Risk Of Explosion	51
Fire in Surrounding Area	52
Fire on School Grounds	53
Flooding	53
Loss or Failure Of Utilities	54
Motor Vehicle Crash	55
Pandemic	55
Psychological Trauma.....	55
Suspected Contamination of Food or Water	57
Tactical Responses to Criminal Incidents	57
Unlawful Demonstration or Walkout.....	58
Emergency Evacuation Map.....	59



Comprehensive School Safety Plan Purpose

Effective January 1, 2019, Assembly Bill 1747 (Rodriguez), School Safety Plans, became law. This bill requires that during the writing and development of the comprehensive school safety plan (CSSP), the school site council or safety committee consult with a fire department and other first responder entities in addition to currently required entities. It requires the CSSP and any updates made to the plan to be shared with the law enforcement agency, the fire department, and the other first responder entities.

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB 115. It is the intent 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 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

Assessment of school crime committed on school campuses and at school-related functions

- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy of the Comprehensive School Safety Plan is available for review at Ipakanni Early College Charter School.

Safety Plan Vision

Ipakanni is committed to the safety and security of students, staff, and visitors within its facilities. All stakeholders are necessary to the success of the safety plan and emergency management efforts that include prevention, preparedness, response, and recovery procedures relevant to potential natural and human caused crisis.

Note: See Ipakanni's COVID-19 Prevention Plan for details on the safety issues surrounding COVID-19. It can be found on the website www.ipakanni.com under COVID-19 information.

Components of the Comprehensive School Safety Plan (EC 32281)

Ipakanni Early College Charter School Safety Committee

Assessment of School Safety

Walk Through will be done on a regular basis/Data will be looked at on all safety issues within the school

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

Video Cameras for the purpose of school safety.

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

The Board recognizes that child abuse has severe consequences and that the school has a responsibility to protect students by facilitating the prompt reporting of known and suspected incidents of child abuse. Employees who are mandated reporters, as defined by law and administrative regulation, are obligated to report all known or suspected incidents of child abuse and neglect. Mandated reporters shall not investigate any suspected incidents but rather shall cooperate with agencies responsible for investigating and prosecuting cases of child abuse and neglect. The Superintendent shall provide training regarding the reporting duties of mandated reporters. In the event training is not provided to mandated reporters the Superintendent or designee shall report to the California Department of Education the reasons that such training is not provided.

1. Initial Telephone Report:

Immediately or as soon as practicably possible after knowing or observing suspected child abuse or neglect, a mandate reporter shall make a report by telephone to any police department (excluding a school district police/security department), sheriff's department, county probation department if designated by the county to receive such reports, or county welfare department. (Penal Code 11166)

When the telephone report is made, the mandated reporter shall not the name of the official contacted, the date and time contacted, and any instructions or advice received.

2. Written Report:

Within 36 hours of knowing or observing information concerning the incident, the mandated reporter shall prepare and send, either fax, or electronically submit to the appropriate agency a written follow-up report which includes a completed Department of Justice form. The Department of Justice form may be obtained from the district office or other appropriate agencies, such as the county probation, welfare department, police or sheriff's department. (Penal Code 11166,11168) Mandated reporters may obtain copies of the above form from either the district or appropriate agency.

3. Internal Reporting

Employees reporting child abuse or neglect to the appropriate agency are not required to notify the principal or superintendent. The principal or designee so notified shall provide the mandated reporter with any assistance necessary to ensure the reporting procedures are carried out in accordance of the law.

The mandated reporter shall not be required to disclose his/her identity to his/her supervisor, principal, superintendent or designee.(Penal Code 11166) He/she may provide or mail a copy of the written report to the principal, Superintendent or designee without his/her signature or name.

Reporting the information to an employer, supervisor, school principal, school counselor, co-worker, or other person shall not be a substitute for making a mandated report to the appropriate agency.

Victim Interviews by Social Services

Whenever a representative from the Department of Social Services or another government agency investigating suspected child abuse or neglect deems it necessary, a suspected victim may be interviewed during school hours, on school premises, concerning a report of suspected child abuse or neglect that occurred within the child's home or out-of-home care facility. The child shall be given the choice of being interviewed in private or in the presence of any adult school employee or volunteer aid selected by the child. (Penal Code 11174.3)

A staff member or volunteer aid selected by a child may decline to be present at the interview. If the selected person accepts, the principal or designee shall inform him/her of the following requirements. (Penal Code 11174.3)

1. The purpose of the selected person's presence at the interview is to lend support to the child and enable him/her to be as comfortable as possible.
2. The selected person shall not participate in the interview.
3. The selected person shall not discuss the facts or circumstances of the case with the child.
4. The selected person is subject to the confidentiality requirements of the Child Abuse and Neglect Reporting Act, a violation of which is punishable as specified in the Penal Code 11167.5.

If a staff member agrees to be present, the interview shall be held at the time during school hours when it does not involve an expense to the school.(Penal Code 11174.3)

Release of Child to Peace Officer

When a child is released to a peace officer and taken into custody as a victim of suspected child abuse or neglect, the Superintendent or designee and/or principal shall not notify the parent/guardian, but rather shall provide the peace officer with the address and telephone number of the child's parent/guardian. It is the responsibility of the peace officer or agent to notify the parent/guardian of the situation. (Education Code 48906)

Peace officers shall be asked to sign an appropriate release or acceptance of responsibility form.

Parent/Guardian Complaints

Upon the request, the Superintendent or designee shall provide parents/guardians with procedures that describe how to report suspected child abuse occurring at a school site to appropriate agencies. For parents/guardians whose primary language is other than English, such procedures shall be in the primary language of the parent/guardian and, when communicating orally regarding those procedures, an interpreter shall be provided.

To file a complaint against a district employee or other person suspected of child abuse or neglect at a school sited, parents/guardians may file a report by telephone, in person or in writing with any appropriate agency identified above under reporting procedures. If a parent/guardian makes a complaint about an employee to any other employee the employee receiving the information shall notify the parent/guardian of procedures for filing a complaint with the appropriate agency. The employee also is obligated pursuant to Penal Code 11166 to file a report himself/herself using the procedures described above for mandated reporters.

In addition, if the child is enrolled in special education, a separate complaint may be filed with the California Department of Education pursuant to 5 CCR 4650.

The Superintendent or designee shall provide all new employees who are mandated reporters a statement that informs them that they are mandated reporters, of their reporting obligations under Penal Code 11166, and of their confidentiality rights under Penal Code 11167. The district shall also provide these new employees with a copy of Penal Code 11165.7, 11166, and 11167. (Penal Code 11165.7, 11166.5)

Before beginning employment, employees shall sign the statement indicating that they have knowledge of the reporting obligations under Penal Code 11166 and that they will comply with those provisions. The signed statements shall be retained by the Superintendent or designee, (Penal Code 11166.5)

The Superintendent or designee shall also notify all employees that:

1. A mandated reporter who reports a known or suspected instance of child abuse or neglect shall not be held civilly or criminally liable for making a report and this immunity shall apply even if the mandated reporter acquired the knowledge or reasonable suspicion of child abuse or neglect outside of his/her employment. Any other person making a report shall not incur civil or criminal liability unless it can be proven that he/she knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11172).
2. If a mandated reporter fails to report and incident of known or reasonably suspected child abuse or neglect, he/she may be guilty of a crime punishable by a fine and/or imprisonment. (Penal Code 11166)
3. No employee shall be subject to any sanction by the district or making a report. (Penal Code 11166)

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

Disaster Plan (See Appendix C-F)

A disaster is defined as a sudden calamitous emergency event bringing great damage, loss, or destruction. Disasters may occur with little to no advanced warning, e.g., an earthquake or flash flood, or they may develop from one or more incidents, e.g. a major wildfire or hazardous materials discharge.

Disasters are either single or multiple events that have many separate incidents associated with them. The resource demand goes beyond local capabilities and extensive mutual aid and support are needed. There are many agencies and jurisdictions involved including multiple layers of government. There is usually an extraordinary threat to life and property affecting a generally widespread population and geographical area. A disaster's effects last over a substantial period of time (days to weeks) and local government will proclaim a Local Emergency. Emergency Operations Centers are activated to provide centralized overall coordination of jurisdictional assets, departments and incident support functions. Initial recovery coordination is also a responsibility of the EOCs.

Adaptations for Students with Disabilities

Public Agency Use of School Buildings for Emergency Shelters

Schools are required by both federal statute and state regulation to be available for shelters following a disaster. The American Red Cross (ARC) has access to schools in damaged areas to set up their mass care facilities, and local governments have a right to use schools for the same purposes. This requires close cooperation between school officials and ARC or local government representatives, and should be planned and arranged for in advance. OUHSD will work with allied agencies to assist if practicable.

Authorities and References State of California

California Emergency Services Act (Chapter 7, Division 1, Title 2, California Government Code).

The Act provides the basic authorities for conducting emergency operations following a proclamation of Local Emergency, State of Emergency, or State of War Emergency by the Governor and/or appropriate local authorities, consistent with the provisions of this Act.

California Government Code, Section 3100, Title 1, Division 4, Chapter 4.

States that public employees are disaster service workers, subject to such disaster service activities as may be assigned to them by their superiors or by law. The term "public employees" includes all persons employed by the state or any county, city, city and county, state agency or public district, excluding aliens legally employed.

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

Suspension/Expulsion

Education Code 48900. A pupil shall not be suspended from school or recommended for expulsion, unless the superintendent of the school district or the principal of the school in which the pupil is enrolled determines that the pupil has committed an act as defined pursuant to any of subdivisions

(a) to (r), inclusive:

- (a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person.
- (2) Willfully used force or violence upon the person of another, except in self-defense.
- (b) Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless, in the case of possession of an object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.
- (c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.
- (d) Unlawfully offered, arranged, or negotiated to sell a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to a person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.
- (e) Committed or attempted to commit robbery or extortion.
- (f) Caused or attempted to cause damage to school property or private property.
- (g) Stole or attempted to steal school property or private property.
- (h) Possessed or used tobacco, or products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her own prescription products.
- (i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- (j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.
- (k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.
- (l) Knowingly received stolen school property or private property.
- (m) Possessed an imitation firearm. As used in this section, "imitation firearm" means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- (n) Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.
- (o) Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for purposes of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.
- (p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- (q) Engaged in, or attempted to engage in, hazing. For 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 subdivision, "hazing" does not include athletic events or school-sanctioned events.
- (r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:
 - (1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one

or more of the following:

(A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.

(B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.

(C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.

(D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.

(2) (A) "Electronic act" means the transmission, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

(i) A message, text, sound, or image.

(ii) A post on a social network Internet Web site including, but not limited to:

(I) Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).

(II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph(1). "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.

(III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "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.

(B) Notwithstanding paragraph (1) and subparagraph (A), 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.

(3) "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, 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 his or her exceptional needs.

(s) A pupil shall not be suspended or expelled for any of the acts enumerated in this section unless the act is related to a school activity or school attendance occurring within a school under the jurisdiction of the superintendent of the school district or principal or occurring within any other school district. A pupil may be suspended or expelled for acts that are enumerated in this section and related to a school activity or school attendance that occur at any time, including, but not limited to, any of the following:

(1) While on school grounds.

(2) While going to or coming from school.

(3) During the lunch period whether on or off the campus.

(4) During, or while going to or coming from, a school-sponsored activity.

(t) 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, pursuant to this section, 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 (a).

(u) As used in this section, "school property" includes, but is not limited to, electronic files and databases.

(v) For a pupil subject to discipline under this section, a superintendent of the school district or principal may use his or her discretion to provide alternatives to suspension or expulsion that are age appropriate and

designed to address and correct the pupil's specific misbehavior as specified in Section 48900.5.

(w) It is the intent of the Legislature that alternatives to suspension or expulsion be imposed against a pupil who is truant, tardy, or otherwise absent from school activities.

48916. Duration of expulsion; Rehabilitation plan; Request for readmission; Placement of pupils denied readmission; written notice

19

a) An expulsion order shall remain in effect until the governing board, in the manner prescribed in this article, orders the readmission of a pupil. At the time an expulsion of a pupil is ordered for an act other than those described in subdivision (c) of Section 48915, the governing board shall set a date, not later than the last day of the semester following the semester in which the expulsion occurred, when the pupil shall be reviewed for readmission to a school maintained by the district or to the school the pupil last attended. If an expulsion is ordered during summer session or the intersession period of a year-round program the governing board shall set a date, not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred, when the pupil shall be reviewed for readmission to a school maintained by the district or to the school the pupil last attended. For a pupil who has been expelled pursuant to subdivision (c) of Section 48915, the governing board shall set a date of one year from the date the expulsion occurred, when the pupil shall be reviewed for readmission to a school maintained by the district, except that the governing board may set an earlier date for readmission on a case-by-case basis.

b) The governing board shall recommend a plan of rehabilitation for the pupil at the time of the expulsion order, which may include, but not be limited to, periodic review as well as assessment at the time of review for readmission. The plan may also include recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs.

c) The governing board of each school district shall adopt rules and regulations establishing a procedure for the filing and processing of requests for readmission and the process for the required review of all expelled pupils for readmission. Upon completion of the readmission process, the governing board shall readmit the pupil, unless the governing board makes a finding that the pupil has not met the conditions of the rehabilitation plan or continues to pose a danger to campus safety or to other pupils or employees of the school district. A description of the procedure shall be made available to the pupil and the pupil's parent or guardian at the time the expulsion order is entered.

d) If the governing board denies the readmission of an expelled pupil pursuant to subdivision (c), the governing board shall make a determination either to continue the placement of the pupil in the alternative educational program initially selected for the pupil during the period of the expulsion order or to place the pupil in another program that may include, but need not be limited to, serving expelled pupils, including placement in a county community school.

e) The governing board shall provide written notice to the expelled pupil and the pupil's parent or guardian describing the reasons for denying the pupil readmittance into the regular school district program. The written notice shall also include the determination of the educational program for the expelled pupil pursuant to subdivision (d). The expelled pupil shall enroll in that educational program unless the parent or guardian of the pupil elects to enroll the pupil in another school district.

20

The acts must relate to school activities or attendance, but may take place at any time including but not limited to:

- While on school grounds
- While going to or coming from school
- During the lunch period

- During or while going to or coming from a school-sponsored activity.
- Online activities that disrupt the school environment.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Procedures for Notifying Teachers about Dangerous Pupils:

In order to fulfill the requirements made by Education Code 49079 and Welfare and Institutions Code 827 that state teachers must be notified of the reason(s) a student has been suspended. The information provided is for the student's current teachers only. All information regarding suspension and expulsion is CONFIDENTIAL, is not to be shared with any student(s) or parent(s). Teachers are asked to secure the list so students and others may not view it.

Pursuant to Welfare & Institution Code 827(b) and Education Code 48267, the Court notifies the Superintendent of the Feather Falls School District regarding students who have engaged in certain criminal conduct. This information is forwarded to the site Principal. The site Principal is responsible for prompt notification of the student's teachers. Per Education Code 49079, this information must be kept confidential. This information is also forwarded to all administrators and the student's counselor.

Education Code 49079 and Welfare and Institutions Code 827 require that teachers be notified of the reason(s) a student has been suspended. If a student is suspended, a teacher will be able to see the suspended code, and may access the information as to why there was a suspension through administration. The information provided is for the student's current teachers only. All information regarding suspension and expulsion is CONFIDENTIAL, is not to be shared with any student(s) or parent(s). Teachers are asked to secure the list so students and others may not view it.

22

The following is a list of California Ed. Code 48900 and 48915 violations that may result in suspension and/or expulsion:

- E.C. 48900 (a)(1) Mutual fight (a)(2) Assault/Battery
- (b) Possessed, sold or furnished dangerous object
- (c) Controlled substance/alcohol
- (d) Imitation controlled substance
- (e) Robbery/extortion
- (f) Vandalism
- (g) Theft
- (h) Tobacco/nicotine products
- (i) Obscene act, habitual profanity/vulgarity
- (j) Drug paraphernalia
- (k) Disruptive/willfully defiant behavior (grades 4-12)
- (l) Received stolen property
- (m) Imitation firearm
- (n) Sexual assault or battery
- (o) Harassed/threatened witness
- (p) Sale of soma
- (q) Hazing
- (r) Bullying/cyberbullying
- (t) Aiding and abetting
- E.C. 48900.2 Sexual harassment (gr 4-12)
- E.C. 48900.3 Hate violence(gr 4-12)
- E.C. 48900.4 Severe or pervasive harassment, threats and intimidation (grades 4-12)
- E.C. 48900.7 Terrorist threats against school officials or property
- E.C. 48915 (a)(1)(A)Serious physical injury
- (a)(1)(B)Possession: knife or dangerous object
- (a)(1)(C) Controlled substance
- (a)(1)(D) Robbery or extortion
- (a)(1)(E) Assault/battery of school employee

- E.C. 48915 (c)(1) Possessing, selling, furnishing firearm
- (c)(2) Brandishing a knife at another person
- (c)(3) Selling a controlled substance
- (c)(4) Committing or attempting to commit sexual assault or battery
- (c)(5) Possession of an explosive

23

Confidential

Memorandum

To: _____, Teacher

From: _____, Principal

Date:

Re: Students having committed specified crime

The student named below has been convicted of a penal code violation.

Welfare and Institutions Code 827 requires teachers to be informed when a student has engaged in certain criminal conduct.

NOTE: SUCH INFORMATION IS CONFIDENTIAL AND CANNOT BE FURTHER DISSEMINATED BY THE TEACHER OR OTHERS. UNLAWFUL DISSEMINATION OF THIS INFORMATION IS PUNISHABLE BY A SIGNIFICANT FINE. (EC 49079) PLEASE DESTROY THIS NOTE IMMEDIATELY AFTER READING.

_____ was found to have committed the following criminal activity:

If you have any questions, please see me.

Principal

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

Students

Sexual Harassment:

Ipakanni is committed to maintaining an educational environment that is free from harassment. Ipakanni prohibits sexual harassment of students by other students, employees or other persons, at school or at school-sponsored or school-related activities. Ipakanni also prohibits retaliatory behavior or action against persons who complain, testify, assist or otherwise participate in the complaint process established pursuant to this policy and the administrative regulation.

Instruction/Information

The Superintendent or designee shall ensure that all students receive age-appropriate instruction and 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 gender
2. A clear message that students do not have to endure sexual harassment
3. Encouragement to report observed instances of sexual harassment, even where the victim of the harassment has not complained
4. Information about the district's procedure for investigating complaints and the person(s) to whom a report of sexual harassment should be made.

Complaint Process

Any student who feels that he/she is being or has been sexually harassed by a school employee, another student, or a non-employee on school grounds or at a school-related activity (e.g., a visiting athlete or coach) shall immediately contact his/her teacher or any other employee. An employee who receives such a complaint shall report it in accordance with administrative regulation.

Any school employee who observes any incident of sexual harassment involving a student shall report this observation to the principal or designee, whether or not the victim files a complaint.

In any case of sexual harassment involving the principal or any other employee to whom the complaint would ordinarily be made, the employee who receives the student's report or who observes the incident shall report to the Superintendent or designee.

The principal or who the designee to whom the complaint of sexual harassment is reported shall immediately investigate the complaint in accordance with administrative regulation. Where the principal or designee finds that sexual harassment occurred, he/she shall take prompt appropriate action to end the harassment and address its effect on the victim. The principal or designee shall file a report with the Superintendent or designee and refer the matter to the law enforcement authorities, where required.

Disciplinary Measures

Any student who engages in sexual harassment of anyone at school or at a school-sponsored or school-related activity is in violation of this policy and shall be subject to disciplinary action. Discipline may include suspension or expulsion depending on the severity of the incident.

The Superintendent 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 its school.

All complaints and allegations of sexual harassment shall be kept confidential except as necessary to carry out the investigation or take other subsequent necessary action.

Sexual Harassment

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advance, unwanted request for sexual favors, and other unwanted verbal, visual or physical conduct of a sexual nature made against another person of the same or opposite gender, in the educational setting when:

1. Submission to the conduct is explicitly or implicitly made a term or condition of an individual's academic status or progress.
2. Submission to or rejection of the conduct by an individual is used as the basis for academic decisions affecting the individual.
3. The conduct has the purpose or effect of having a negative impact on the individual's academic performance, or of creating an intimidating, hostile or offensive education environment.
4. Submission to or rejection of the conduct by the individual is used as a the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the school.

Types of conduct which are prohibited at Ipakanni and which may constitute sexual harassment include, but are not limited to:

1. Unwelcome sexual flirtations or propositions
2. Sexual slurs, leering, epithets, threats, verbal abuse, derogatory comments or sexually degrading descriptions
3. Graphic verbal comments about an individual's body or overly personal conversation
4. Sexual jokes, derogatory posters, notes, stories, cartoons, drawings, pictures, obscene gestures, or computer-generated images of a sexual nature
5. Spreading sexual rumors
6. Teasing or sexual remarks about students enrolled in a predominantly single-sex class
7. Massaging, grabbing, fondling, stroking or brushing the body
8. Touching and individual's body or clothes in a sexual way
9. Impeding or blocking movements or any physical interference with school activities when directed at an individual on the basis of sex
10. Displaying sexually suggestive objects.

Notifications

A copy of Ipakanni's sexual harassment policy and regulation shall be included in the notifications that are given to parents/guardians at the beginning of the school year. Be provided as part of any orientation program conducted for new students at the beginning of the year.

School-Level Complaint Process/Grievance Procedure

1. Notice and Receipt of a Complaint: Any student who believes he/she has been subjected to sexual harassment or who has witnessed sexual harassment may file a complaint with any school employee. Within 24 hours of receiving a complaint, the school

employee shall report it to the Superintendent or designee. In addition, any school employee who observes any incident of sexual harassment involving a student shall, within 24 hours, report this observation to the Principal, whether or not the victim files the complaint. In any case of sexual harassment involving the Principal to whom the complaint would ordinarily be made, the employee who receives the student's report or who observes the incident shall instead report to the Superintendent or designee.

2. **Initiation of Investigation:** The Principal shall initiate an impartial investigation of an allegation of sexual harassment within five school days of receiving the notice of the harassing behavior, regardless of whether a formal complaint has been filed. Ipakanni shall be considered to have "notice" of the need for an investigation upon receipt of information from a student who believes he/she has been subjected to harassment, the student parent/guardian, and employee who received a complaint from a student, or any employee or student who witnessed the behavior.

If the principal receives an anonymous complaint or media report about alleged sexual harassment, he/she shall consider the specificity and reliability of the information, the seriousness of the alleged incident, and whether any individuals can be identified who were subjected to the alleged harassment in determining whether it is reasonable to pursue and investigations.

3. **Initial Interview with Student:** When a student or parent/guardian has complained or provided information about sexual harassment, the Principal shall describe the district's grievance procedure and discuss what actions are being sought by the student in response to the complaint. The student who is complaining shall have an opportunity to describe the incident, identify witnesses who may have relevant information, provide other evidence of harassment, and put his/her complaint in writing. If the student requests confidentiality, he/she shall be informed that such a request may limit the district's ability to investigate.

4. **Investigation Process:** The Principal shall keep the complaint and allegation confidential, except as necessary to carry out the investigation or take other subsequent necessary action. The Principal shall interview individuals who are relevant to the investigation, including, but not limited to, the student who is complaining, the person accused of harassment, anyone who witnessed the reported harassment, and anyone mentioned to have relevant information. The Principal may take other steps such as reviewing any records, notes, or statements related to the harassment or visiting the location where the harassment is alleged to have taken place. When necessary to carry out his/her investigation or to protect student safety, the Principal also may discuss the complaint with the Superintendent or designee, the parent/guardian of the student who complained, the parent/guardian of the alleged harasser if the alleged harasser is a student, a teacher or staff member whose knowledge of the students involved may help in determining who is telling the truth, law enforcement and/or child protective services, and Ipakanni legal counsel.

5. **Interim Measures:** The Principal shall determine whether the interim measures are necessary during and pending the results of the investigation, such as placing students in separate classes or transferring a student to a class taught by a different teacher.

6. **Optional Mediation:** In cases of student-to-student harassment, when the student who complained and the alleged harasser so agree, the Principal may arrange for them to resolve the complaint informally with the help of a counselor, teacher, administrator, or trained mediator. The student who complained shall never be asked to work out the problem directly with the accuse person unless such help is provided and both parties agree, and he/she shall be advised of the right to end the informal process at any time.

7. **Factors in Reaching a Determination:**, In reaching a decision about the complaint, the Principal may take into account:

- Statements made by the persons identified above
- The details and consistency of each person's account
- Evidence of how the complaining student reacted to the incident
- Evidence of any past instances of harassment by the alleged harasser
- Evidence of any past harassment complaints that were found to be untrue

To judge the severity of the harassment, the Principal may take into consideration:

- How the misconduct affected one or more students' education
- The type, frequency, and duration of the misconduct
- The identity, age, and sex of the harasser and the student who complained, and the relationship between them
- The number of persons engaged in the harassing conduct and at whom the harassing conduct and at who the harassment was directed
- The size of the school, location of the incidents, and the context in which they occurred
- Other incidents at the school involving different students

8. **Written Report on Findings and Follow-Up:** No more than 30 days after receiving the complaint, the Principal shall conclude the investigation and prepare a written report of his/her findings. This timeline may be extended for good cause. If an explanation is needed the Principal shall notify the student who complained and explain the reason for the extension.

The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If sexual harassment occurred, the report shall also include any corrective actions that have or will be taken to address the harassment and prevent any retaliation or further harassment. This report shall be presented to the student who complained, the person accused, the parents and guardians of the student who complained and the student who was accused, and the Superintendent or designee.

In addition, the Principal shall ensure that the harassed student and his/her parent/guardian are informed of the procedures for reporting any subsequent problems. The Principal shall also make follow-up inquiries to see if there have been any new incidents or retaliation and shall keep a record of this information.

Enforcement

The Superintendent or designee shall take appropriate actions to reinforce the district's sexual harassment policy. As needed, these actions may include any of the following:

1. Remove vulgar or offending graffiti
2. Providing staff in service and student instruction or counseling
3. Notifying parents/guardians of the actions taken
4. Notifying child protective services
5. Taking appropriate disciplinary action. In addition, the principal or designee may take disciplinary measures against any person who is found to have made a complaint of sexual harassment which he/she knew was not true.

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

Ipakanni Early College Charter School believes that appropriate dress and grooming contribute to a productive learning environment. Clothing which is gang-related or is a distraction from the educational process is prohibited from campus.

IECCS believes that appropriate dress and grooming contribute to a productive learning environment. Clothing which is gang-related or is a distraction from the educational process is prohibited from campus.

Listed below is a summary of the dress code...

Shoes are worn at all times. No bare feet.

Attire that may damage school property or cause personal injury to others (such as chains or studded items) is not to be worn.

Shirts with logos that promote alcohol, tobacco, drugs, gangs, tagging, violence, or bigotry will not be permitted.

Undergarments are not to be seen.

Shorts and long pants must be worn at the waist. No short shorts.

Belts must be in all loops and initial belt buckles are not permitted.

Articles of clothing, jewelry or accessories that, per the discretion of teachers and/or the administration, would pose a threat to the physical well-being and safety of the students or others may not be worn.

This Dress Code list is not all-inclusive: administrators and staff may use their discretion. At any time, a staff member or administrator may prohibit a student from wearing certain apparel at school. Students who violate any of the above regulations or dress in a manner that causes a distraction or disruption to school activities will suffer the following consequences...

Dress Code Violation Consequences

First Offense – Warning; given loaner t-shirt to cover-up, documented in student's discipline file; other consequences per administrative discretion.

Second Offense – Demerit; given loaner t-shirt, documented in student's discipline file; other consequences per administrative discretion.

Third Offense – Office Referral; given loaner t-shirt, documented in the student's discipline file, the parent contacted, other consequences per administrative discretion.

Continued Offenses – Conference with parents, suspension or dismissal, and change of placement.

GANG ACTIVITY

IECCS rejects any substantiated gang activity that advocates drug use, violence, vandalism, disruptive behavior or other illegal activities on school grounds. Students wearing, carrying, or displaying gang paraphernalia, making gestures which symbolize gang membership, or intimidating another student may be subject to appropriate disciplinary action.

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

Procedures for Safe Ingress and Egress of Pupils:

The school site Handbook defines the procedures for safe ingress and egress of students as well as details regarding the nature and hours of campus supervision. Parents are informed of procedures for student drop-off and pick-up as well. Also, safety procedures and expectations are described for those students who ride their bikes and walk to and from school.

At the beginning of each school year, school personnel take the time to discuss school rules and safety procedures including safe ingress and egress of students. Supervision is provided by teachers 10 minutes prior to the start of school. Adult supervision is also provided at the end of the day when students are waiting to be picked up.

Staff members are vigilant about visitors on campus, and all school guests are asked to sign in at the office and obtain a visitor's badge for purposes of identification. If a person's presence on campus is questioned, the police department is contacted.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

People and Programs

Element:

Ipakanni will provide a safe educational environment where students, staff, parents and community members can effectively exist and communicate in a manner that is respectful to all cultures, racial, and religious background

Opportunity for Improvement:

Objectives	Action Steps	Resources	Lead Person	Evaluation
Bully Incident reporting procedure will be in place and communicated	Bullying Policy	Incident Reports/Binder	Administration, Counselors, Teachers	on-going
Quarterly class assemblies addressing bullying, hate and harassment issues on campus	Quarterly data on these issues	PE classes/bully topics	Administrator	quarterly
Annual survey will be given to students to assess their perception of bullying on campus and compared with previous year's results.	Data:	Survey	Administrators, Teachers	yearly
Adults will consistently enforce policies and procedures for harassment and bullying on campus	Staff Development	School Policy Education Code Admin Regulations	All staff	on-going
Staff development that addresses and trains teachers on bullying, hate harassment issues and intervention will be provided regularly	Staff Development	Time for Training	Administration	on-going
"No Bully Zone" posters will be displayed in each classroom and throughout school	Students will design posters	Posters	Staff	on-going
The dress code policy will be enforced and include provisions that address symbols that are derogatory to ethnic, racial, gender, and religious groups	Student Handbook	Policy	Staff	on-going

Component:

Schools Physical Environment

Element:

Ipakanni Charter will maintain a physical environment that promotes safety so learning can occur. All adults on campus consider student supervision during non-class time a high priority.

Opportunity for Improvement:

Objectives	Action Steps	Resources	Lead Person	Evaluation
Students who vandalize school or personal property will be given school consequences	Go over policy at the beginning of the year	Student Handbook	Administration	on-going
Physical hazards are reported and fixed as soon as possible	Monthly safety walks		Staff	on-going
All visitors must report to the front office to sign in and report business on campus		Sign-in sheet, visitor tags	Staff	on-going
Student supervision before, during, and after school will include adults moving around and being a presence			Staff	On-going

Component:

N/A

Element:

Opportunity for Improvement:

Objectives	Action Steps	Resources	Lead Person	Evaluation

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

Ipakanni Early College Charter School Student Conduct Code

Conduct Code Procedures

Behavioral Policy

Behavior Beliefs

- Students must be responsible for their own behavior. Students know the rules and must be accountable for their actions.
- Teachers have the right to teach without interruption.
- Students do not have the right to prevent other students from learning and the teacher from teaching.
- Parents should support the Behavior Standards and Policies but also feel free to become involved in them.

Behavior Standards

- Students will be respectful to staff, classmates, and visitors.
- Students will be respectful to the school and classmates property.
- Students will use respectful and appropriate language at all times.

Examples of Behavior Standards

- Students will refrain from:

Getting out of seat without permission Profanity or Vulgarity Writing/Carving on Desks
Disruptive or unsafe behavior Inappropriate Touching Defiance
Disruption of the learning environment Horseplay Other

- Students will follow the dress code.

Behavior Definitions:

- Behavior Contract: Any student who accrues 15 demerits during the school year will be placed on a Behavioral Contract for 20 school days. Should the student receive no additional demerits in those 20 days the Behavior Contract will be removed.
- Behavioral Referral: A behavior referral is a form given to a student for violating the Behavior Standards. One point will be given for every Behavioral Referral.
- Bullying: (See Safe Environment)
- Office Referral: Any student who demonstrates continued disruptive behavior will be sent to the office and referred to the director. The director will make what he deems as the fair and appropriate consequence for the behavior.
- Suspension: A student may be suspended for certain violations of the Education Code. (See below) A student will be suspended for 1 to 5 days and receive 10 demerits.
- Dismissal or Expulsion: In its discretion depending on the circumstances, IECCS may dismiss or expel a student for violating California Education Code. (See below)
- Tardy Referral: A student who arrives late to any class five times will be given a tardy referral. A tardy referral results in three demerits.
- Truancy: A truancy is: being absent from school without knowledge or consent of a parent; arriving 30 or more minutes late to a class period; leaving and/or staying out of class without permission, even if in the building; leaving the school without permission. A truancy will result in one demerit during a single period (hour detention), and six demerits for an All-Day truancy.

Behavioral Consequences

- Students who violate the Behavior Standards/ Policies will receive one or more of the following:

1. Warning
2. Parent phone call
3. Parent teacher conference
4. Parent required to sit in class
5. Teacher Suspension

6. School Suspension
7. Dismissal
8. Expulsion

Students who violate the Behavior Standards/ Policies will receive demerits. Listed below are the infraction and consequences.

1. See Tardy
2. Behavioral Referral- 1 demerit
3. One Period Truancy- 1 demerit
4. All-Day Truancy- 6 demerits
5. Office Referral to Director- 3 demerits
6. Suspension- 10 demerits

Demerit Policy

- After a student accrues 10 demerits for any reason, the parent is informed of the number of demerits and the reason for the demerits
- Once a student accrues 15 demerits for any reason, they will be placed on a Behavioral Contract and a parent conference will be requested.
- Once a student accrues 25 demerits for any reason, the student could be dismissed from IECCS.

Suspension

- Suspension can be on or off campus at the discretion of the director.

Dismissal

Dismissal is the permanent, indefinite removal of a student from IECCS. IECCS may, dismiss a student in lieu of expelling the student if IECCS determines that the student violates any of the following:

- Education Code 48900, set forth below
- 10 or more absences
- 25 or more demerits

A dismissed student may only return to IECCS in accordance with Education Code section 48916, set forth below

(K) Hate Crime Reporting Procedures and Policies

Hate Crime Policies and Procedures:

The Ipakanni Board Policy on Hate Crimes is as follows:

Students

***Note: The following optional policy is for use by districts in the implementation of a prevention strategy for hate motivated

incidents and should be modified to reflect district practice. Elements of this policy will also likely be integrated into existing school plans, such as school safety and staff development plans, as well as any policies developed by the district regarding school climate (see BP 5137 - Positive School Climate) and

nondiscrimination

(see BP 0410 - Nondiscrimination in District Programs and Activities and BP 5145.3 - Nondiscrimination/Harassment).***

***Note: In its publication entitled Hate-Motivated Behavior in Schools, the California Department of Education

defines "hate-motivated behavior" as an act, or attempted act, motivated by hostility towards a victim's real or

perceived ethnicity, national origin, immigrant status, sex, gender, sexual orientation, religious belief, age, disability,

or any other physical or cultural characteristic. Some "hate-motivated behavior," including an assault, bomb threat,

destruction of property, graffiti, and certain types of vandalism, may also be crimes under state or federal law.***

In order to create a safe learning environment for all students, the Governing Board desires to protect the right of

every student to be free from hate-motivated behavior and will promote harmonious relationships among students so

as to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The

district prohibits discriminatory behavior or statements that degrade an individual on the basis of his/her actual or

perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious

beliefs or practices.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3515.4 - Recovery for Property Loss or Damage)

(cf. 5131.5 - Vandalism and Graffiti)

(cf. 5136 - Gangs)

(cf. 5137 - Positive School Climate)

(cf. 5141.52 - Suicide Prevention)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5147 - Dropout Prevention)

(cf. 5149 - At-Risk Students)

***Note: Local law enforcement agencies and human rights commissions have established countywide hate crimes

networks aimed at responding to and preventing hate crimes. The California Association of Human Relations Organizations conducts activities designed to protect human and civil rights through networks of collaborations that

reduce community tension and build intergroup relationships.***

The following optional paragraph should be revised to reflect district practice.

The Superintendent or designee shall collaborate with regional programs and community organizations to promote

safe environments for youth. These efforts shall be focused on providing an efficient use of district and community

resources.

(cf. 1020 - Youth Services)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 1700 - Relations Between Private Industry and the Schools)

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

(cf. 6020 - Parent Involvement)

The district shall provide age-appropriate instruction to help promote an understanding of and respect for human rights, diversity, and tolerance in a multicultural society and to provide strategies to manage conflicts constructively.

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 6142.3 - Civic Education)

(cf. 6142.4 - Service Learning/Community Service Classes)

(cf. 6141.94 - History-Social Science Instruction)

The Superintendent or designee shall ensure that staff receive training on recognizing hate-motivated behavior and on strategies to help respond appropriately to such behavior.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Grievance Procedures

***Note: School-level grievance procedures for investigation of sexual harassment complaints are detailed in AR

5145.7 - Sexual Harassment. The following paragraph provides for the application of those procedures to the investigation of complaints regarding hate-motivated behavior. Districts that wish to use other procedures should

modify the following paragraph accordingly.***

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the Coordinator for

Nondiscrimination/Principal. Upon receiving such a complaint, the Coordinator/Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR

5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be

subject to discipline in accordance with law, Board policy, and administrative regulation.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 5131- Conduct)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 5145.7 - Sexual Harassment)

Staff who receive notice of hate-motivated behavior or personally observe such behavior shall notify the Coordinator/Principal, Superintendent or designee, and/or law enforcement, as appropriate.

(cf. 3515.3 - District Police/Security Department)

(cf. 4158/4258/4358 - Employee Security)

As necessary, the district shall provide counseling, guidance, and support to students who are victims of hate-motivated behavior and to students who exhibit such behavior.
(cf. 6164.2 - Guidance/Counseling Services)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

32282 School safety plans

48900.3 Suspension for hate violence

48900.4 Suspension or expulsion for threats or harassment

PENAL CODE

422.55 Definition of hate crime

422.6 Crimes, harassment

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform Complaint Procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES

California Student Safety and Violence Prevention - Laws and Regulations, April 2004

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS & NATIONAL ASSOCIATION OF ATTORNEYS GENERAL PUBLICATIONS

Protecting Students from Harassment and Hate Crime: A Guide for Schools, 1999

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

Preventing Youth Hate Crimes: A Guide for Schools and Communities, 1997

WEB SITES

CSBA: <http://www.csba.org>

California Association of Human Relations Organizations: <http://www.cahro.org>

California Department of Education: <http://www.cde.ca.gov>

National Youth Violence Prevention Resource Center: <http://www.safeyouth.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

U.S. Department of Justice, Community Relations Service: <http://www.usdoj.gov/crs>

GOLDEN VALLEY HIGH SCHOOL

BP 5145.3(a)

NONDISCRIMINATION/HARASSMENT

***Note: The following mandated policy reflects various provisions of state and federal law which prohibit discrimination against students in educational programs and activities based on certain actual or perceived characteristics of an individual, including Education Code 220, which prohibits discrimination based on race, nationality, ethnicity, gender, gender identity, gender expression, sex, sexual orientation, religion, or any other characteristic contained in the definition of hate crimes in Penal Code 422.55; Title VI (42 USC 2000d-2000e-17), which prohibits discrimination based on race, color, or national origin; Title IX (20 USC 1681-1688), which prohibits discrimination based on sex, gender, and gender identity; the Age Discrimination Act of 1975 (42 USC 6101-6107), which prohibits discrimination based on age; and Title II (20 USC 12101-12213) and Section 504 (29 USC 794), which prohibit discrimination based on disability. Education Code 260 gives the Governing Board primary

responsibility for ensuring that district programs and activities are free from discrimination based on age or any of these characteristics. See also BP 0410 - Nondiscrimination in District Programs and Activities. ***
***Note: Moreover, the right of a transgender student to participate in sex-segregated educational programs and use

facilities consistent with his/her gender identity is specified in Education Code 221.5, as amended by AB 1266 (Ch.

85, Statutes of 2013). The guidelines included in this Board policy and the accompanying administrative regulation

to accommodate the needs of transgender and gender-nonconforming students reflect best practices based on existing

state and federal law. Districts with questions about the rights of transgender and gender-nonconforming students

should consult legal counsel as appropriate. For more information on the rights of transgender students, see CSBA's

policy brief Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming

Students and its Final Guidance Regarding Transgender Students, Privacy, and Facilities. ***

***Note: Education Code 234.1 mandates that districts adopt policy prohibiting, at school or in any school activity

related to school attendance or under the authority of the district, discrimination, including discriminatory harassment,

intimidation, and bullying, based on the foregoing characteristics. The California Department of Education (CDE),

through its Federal Program Monitoring process, reviews districts' uniform complaint procedures (UCP) and other

policies and practices to ensure compliance with these requirements. In addition, the U.S. Department of Education's

Office for Civil Rights (OCR) is responsible for the administrative enforcement of federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, sex, disability, and age in programs and activities that receive federal financial assistance from the department, and requires the adoption of nondiscrimination

policies and complaint procedures. ***

***Note: CSBA staff met with representatives from CDE and OCR to discuss this policy and the accompanying regulation as they relate to the UCP requirements. As a result, the sample policy and regulation have been drafted to

go beyond the minimal requirements under California's UCP laws and regulations in an attempt to address issues and

concerns raised by CDE and OCR. While CDE and OCR have not approved or signed off on them, CSBA believes that the additional details provided herein may help school districts and county offices of education during any compliance check by CDE or in the event that a CDE or OCR investigation occurs. ***

The Governing Board desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic and other educational support programs, services, and activities. The Board

prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment,

intimidation, and bullying of any student based on the student's actual or perceived race, color, ancestry, national origin, nationality, ethnicity, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression or association with a person or group with one or more of these actual or perceived characteristics.

This policy shall apply to all acts related to school activity or to school attendance occurring within a district school.

(Education Code 234.1)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.9 - Hate-Motivated Behavior)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 6164.6 - Identification and Education Under Section 504)

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, includes physical, verbal,

nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also shall include

the creation of a hostile environment when the prohibited conduct is so severe, persistent, or pervasive that it affects a

student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering

with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

***Note: In addition to the types of prohibited student conduct described below, prohibited conduct also includes

different treatment of students with respect to the provision of opportunities to participate in school programs or

activities or the provision or receipt of educational benefits or services. See BP 0410 - Nondiscrimination In District

Programs And Activities. ***

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with

respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of

educational benefits or services.

The Board also prohibits any form of retaliation against any individual who files or otherwise participates in the filing

or investigation of a complaint or report regarding an incident of discrimination. Retaliation complaints shall be

investigated and resolved in the same manner as a discrimination complaint.

***Note: Pursuant to Education Code 234.1 and 34 CFR 106.8, a district is required to adopt and publicize its nondiscrimination policies to the school community. The following paragraph may be modified to reflect

district
practice. ***

***Note: In addition, in its October 2010 Dear Colleague Letter: Harassment and Bullying, OCR identifies training of the school community as one of the key measures for minimizing discriminatory and harassing behavior in school.

See the accompanying administrative regulation for specific measures to prevent discrimination and facilitate students' access to the educational program. ***

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's

nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. He/she

shall provide training and information on the scope and use of the policy and complaint procedures and take other

measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to

student access to or participation in the educational program. He/she shall report his/her findings and recommendations to the Board after each review.

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 1330 - Use of Facilities)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6164.2 - Guidance/Counseling Services)

***Note: Policies related to discrimination must be consistent with the First Amendment right to free speech. Education Code 48950 prohibits a district from subjecting a high school student to disciplinary sanctions solely on the basis of speech or other communication that would be constitutionally protected if engaged in outside of campus.

However, Education Code 48950 also specifies that the law does not prohibit discipline for harassment, threats, or

intimidation unless constitutionally protected. Whether such speech might be entitled to constitutional protection

would be determined on a case-by-case basis, with consideration for the specific words used and the circumstances

involved. The district should consult legal counsel as necessary. ***

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or

bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or

discipline, which may include suspension or expulsion for behavior that is severe or pervasive as defined in Education

Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 5145.2 - Freedom of Speech/Expression)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

48900.3 Suspension or expulsion for act of hate violence

48900.4 Suspension or expulsion for threats or harassment

48904 Liability of parent/guardian for willful student misconduct

48907 Student exercise of free expression

48950 Freedom of speech

48985 Translation of notices

49020-49023 Athletic programs

51500 Prohibited instruction or activity

51501 Prohibited means of instruction

60044 Prohibited instructional materials

CIVIL CODE

1714.1 Liability of parents/guardians for willful misconduct of minor

PENAL CODE

422.55 Definition of hate crime

422.6 Crimes, harassment

CODE OF REGULATIONS, TITLE 5

432 Student record

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

12101-12213 Title II equal opportunity for individuals with disabilities

UNITED STATES CODE, TITLE 29

794 Section 504 of Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended

2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

6101-6107 Age Discrimination Act of 1975

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

100.3 Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination on basis of sex

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567

Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130

Management Resources:

CSBA PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students,

Policy Brief, February 2014

Final Guidance Regarding Transgender Students, Privacy, and Facilities, March 2014

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

FIRST AMENDMENT CENTER PUBLICATIONS

Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common Ground, 2006

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Dealing with Legal Matters Surrounding Students' Sexual Orientation and Gender Identity, 2004

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Harassment and Bullying, October 2010

Notice of Non-Discrimination, January 1999

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

California Safe Schools Coalition: <http://www.casafeschools.org>

First Amendment Center: <http://www.firstamendmentcenter.org>

National School Boards Association: <http://www.nsba.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

The Board desires to ensure equal opportunities for all students in admission and access to Ipakanni Early College charter

educational programs, guidance and counseling programs, athletic programs, testing procedures, and other activities.

Ipakanni Early College Charter programs and activities shall be free from discrimination, including harassment, with respect to a student's race, color, ancestry, national origin, ethnic group

identification, citizenship and immigration status, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one

or more of such characteristics; or association with a person or group with one or more of these actual or perceived

characteristics. These terms are defined by state or federal statute.

The Board prohibits discrimination, intimidation, or harassment of any student by any employee, student, or other person in Ipakanni Early College Charter. Prohibited harassment includes physical, verbal, nonverbal, or written conduct based on one of the categories listed above that is so severe and pervasive that it affects a student's

ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening,

hostile, or offensive educational environment; has the purpose or effect of substantially or unreasonably

interfering

with a student's academic performance; or otherwise adversely affects the student's educational opportunities.

School staff and volunteers shall carefully guard against segregation, bias, and stereotyping in the delivery of services, including, but not limited to, instruction, guidance, and supervision. In Juvenile Court Schools, the County

Office shall work with County Probation Department on practices and procedures for incarcerated students. The Principal or designee shall develop a plan to provide students with appropriate accommodations when necessary for their protection from threatened or potentially harassing or discriminatory behavior.

Students who engage in discrimination or harassment in violation of law, Board policy, or administrative regulation shall be subject to appropriate discipline, up to and including counseling, suspension, and/or involuntary release to student's district of residence.

Grievance Procedures

Any student who feels that he/she has been subjected to discrimination or harassment should immediately contact the

Principal, administrators or designee. Any student or school employee who observes an incident of discrimination or

harassment should report the incident to the Principal, administrator or designee whether or not the victim files a complaint.

Upon receiving a complaint of discrimination or harassment, the Principal or other administrator or designee shall

immediately investigate the complaint in accordance with site-level grievance procedures specified in AR 5145.7 -

Sexual Harassment.

The County Superintendent or designee will ensure that the student handbook clearly describes Ipakanni Early College Charter's

nondiscrimination policy, procedures for filing a complaint regarding discrimination or harassment, and the resources that are available to students who feel that they have been the victim of discrimination

or harassment. Ipakanni Early Charter School's policy may also be posted on the Ipakanni Early College Charter or school website or any other location that is easily accessible to students.

AR5145.3

General Provisions

1. Definitions

a. Ipakanni Early College participant: any individual involved in IECCS programs or activities.

This includes employees, students, contractors, vendors, guests and volunteers.

b. IECCS staff member: any IECCS employee.

c. Principal or designee: supervisor or site administrator, or the person designated to investigate or coordinate the investigation of concerns or complaints in an objective, consistent and thorough manner.

d. Complaint: a statement regarding how a IECCS program or activity is run or how a IECCS participant was treated while involved in a program or activity. A complaint alleges a violation of state or federal laws or regulations.

Complaints point IECCS to specific misconduct, or behavior or practices that violate law.

(1) Examples of complaints based on discriminatory behavior:

(a) Sexual harassment, assault, battery

(b) Harassment: includes unwelcome verbal, visual or physical contact that, when directed at any person, would be considered inherently likely to provoke an extremely negative or intimidating reaction. Such contact includes, but is not limited to; those terms or actions widely recognized as negative or derogatory references to race, ethnicity, religion, gender, sexual orientation, disability and other characteristics uniquely a part of the individual or group. Harassment occurs when these words or conduct create a hostile or intimidating environment that prevents the target of harassment from being able to pursue educational goals or to participate fully in IECCS programs or activities.

(c) Denial of educational opportunities

(d) Abuse or neglect

(e) Inaccurate student records

(2) In accordance with the Uniform Complaint Procedure, IECCS will assist in referring certain complaints to specified agencies.

e. Concern: a statement regarding how a IECCS program or activity is run or how a IECCS participant was treated while involved in a IECCS program or activity. A concern is a constructive suggestion for a problem that is not

necessarily a violation of state or federal laws or regulations. If a participant is unclear whether s/he has a concern or a complaint, the participant should make a statement. Concerns may be resolved informally.

f. Target: IECCS participant who is the target of discriminatory behavior.

g. PCQ: Person whose conduct is in question; person whose behavior is allegedly discriminatory.

Notice of IECCS Policy

1. Each IECCS site shall provide notice of this Nondiscrimination Policy along with the name, title, address and phone number of the person in charge of handling complaints and investigations.

2. This notice shall also include a statement of policy, definitions and the potential disciplinary consequences of substantiated complaints. See below.

3. Notice of the Nondiscrimination Policy, will also be included in the Annual Notification provided upon enrollment to all students and parents.

4. Notice may also be provided by:

a. Publication in local newspapers, newsletters or magazines operated by IECCS or the site.

b. Distribution with other written communications to IECCS participants and their parents.

c. Incorporation in mandatory Health Education classes.

d. Workshops conducted by sites to inform participants, including parents where feasible, of the Nondiscrimination Policy grounds and procedures.

Procedure for Filing a Concern or Complaint

1. IECCS encourages any student who has a concern or complaint about alleged discrimination in how a IECCS program or activity is run to report the concern/complaint to a IECCS Principal or administrator.

2. The IECCS staff member will then contact the Principal or administrator regarding the reported incident immediately or as soon as practically possible, but no later than forty-eight (48) hours after the

student's report. The IECCS staff member will make a written note that the report was forwarded to the Principal or administrator.

3. A student who wishes to resolve a concern or complaint with IECCS should make this report to a IECCS staff member as soon as possible but no later than one hundred eighty (180) calendar days of the incident causing the concern or complaint.

a. Complainants are encouraged to keep a written log of incidents. This log should include, where possible, the items listed below, in subsection 5 of this Part.

b. Any witness of misconduct is encouraged to report the misconduct and to support the complainant in reporting the misconduct.

(1) A witness who personally observed the incident should tell the complainant that the witness will report the misconduct.

(2) If a complainant confides in another IECCS participant that s/he believes s/he has complaint or concern, the IECCS participant is encouraged to support the complainant in reporting the misconduct to the school.

c. The complainant or witness may, if s/he chooses, request that a friend, adult advisor from the school or parent be present when the complainant or witness reports the complaint.

d. The complainant or witness should write down and provide the principal or administrator with the following information regarding the incident:

(1) When the misconduct occurred

(2) Who was involved (as a complainant, as a PCQ, as a witness)

(3) Where the incident occurred

(4) What happened

(5) How the complainants responded to the incident

(6) Any related incidents (for example, similar conduct or similar people involved)

(7) Any other information regarding the incident that may help the investigation.

e. If the complainant feels safe, s/he is encouraged to communicate to the PCQ, in person or by letter, that the conduct is both unwelcome and must stop immediately. This often helps PCQs recognize that their conduct is unacceptable and causes them to stop.

(1) The complainant is not required to take this step.

(2) If the complainant prefers, a friend or counselor may assist the complainant in addressing the PCQ. The complainant should keep a written record of his/her conversation(s) with the PCQ.

(3) If the complainant chooses to write a letter, s/he should keep a copy of the letter, signed, and make a copy for the principal.

4. Confidentiality

a. Confidentiality regarding the complaint and investigation will be maintained to the extent possible.

(1) If child abuse or abuse of a dependent adult is reported, teachers and school administrators are mandatory reporters and must report the incident to child protective services or law enforcement.

(2) If the misconduct is physical, the conduct may be assault, battery, or sexual assault or battery.

Assault and battery, including sexual assault and battery, are crimes and must be immediately reported to law enforcement.

(3) The parent/guardian of the complainant should also be notified.

b. If a student specifically requests confidentiality of his/her name from the PCQ, the school should grant this request to the extent possible.

(1) If the PCQ faces potential criminal charges or cannot otherwise identify the incident in question, the school will disclose the complainant's name to the PCQ to protect the PCQ's due process rights and to enable the investigation to move forward.

(2) If the school will disclose the complainant's name to the PCQ, the school shall notify the complainant of the disclosure.

c. Retaliation for complaints of misconduct by complainants or witnesses is prohibited.

(1) If any retaliation for reporting the incident occurs, such as increased misconduct or additional denials of educational benefits, the complainant or witness should report these incidents to the principal

(2) If retaliation is substantiated or proven, the retaliator is subject to involuntary release to student's district of residence

(2) If retaliation is substantiated, or proven, and if the retaliator is GOLDEN VALLEY HIGH SCHOOL staff, the retaliator is subject to disciplinary measures under Personnel Policies.

Investigations of Complaints

1. GOLDEN VALLEY HIGH SCHOOL treats student complaints seriously.

a. The principal or other administrator will initiate an investigation into the incident within forty-eight (48) hours of a complaint.

b. The principal or other administrator will conduct a thorough investigation into the facts of the incident to be completed within thirty (30) calendar days of a complaint.

c. The principal will notify the parents of the complainant and the PCQ, if the PCQ is a student, of the reported incident, the school's intent to investigate, and the potential consequences if the complaint is substantiated.

d. Fact-finding for the investigation will be objective and will focus on the following factors:

(1) The age of the complainant(s).

(2) The age of the person(s) whose misconduct is in the complaint (Note: children from kindergarten through grade 3 are not subject to discipline for sexual harassment, hate violence or harassment/threats/ intimidation but other age-appropriate measures may be taken).

(3) The nature of the misconduct (for example, questionable restriction from programs, unwelcome physical contact, property damage, threats, repeated comments, pictures or writings that are racially explicit and/or degrading).

(4) The number of related incidents.

(5) The location of the incidents.

(6) The identity, number and relationships of the individuals involved (for example, misconduct by a teacher who is off duty may have greater impact on a complainant than similar behavior by another student; a group of students' misconduct toward one complainant might be more severe than one student's misconduct toward one complainant).

(7) Statements of any witnesses to the incident, in writing, signed and dated by the witness(es)

(8) Any prior substantiated complaints

(9) Any other facts the investigator finds relevant (for example, a history of negative behaviors, such as teasing by the PCQ or repeated inappropriate comments by a teacher, leading up to the misconduct)

e. The investigator will also conduct a private, confidential interview with the PCQ to get the PCQ's response to the allegations.

f. The principal or other administrator will notify the complainant and his/her parent/guardian of the investigation's progress.

(1) Unless a crime or potential criminal act is involved, the complainant may request the investigation to stop at any time. Where IECCS is required by law to continue, or

where sufficient information has been gathered to show a problem, IECCS

shall move forward with appropriate corrective action without the complainant's participation.

(2) If the complainant is a minor, the complainant's parent/guardian must be consulted if the

complainant requests the investigation to stop. A conference between the complainant, parent/guardian, and school administrator, point person and/or investigator should be held to discuss the decision.

g. The investigator has up to thirty (30) calendar days to investigate a complaint. The investigator will write a report for each complaint, to be completed and given to the site principal within three (3) school days of the completion of the investigation. This report will include:

- (1) A description of the incident
- (2) The complainant's claims
- (3) The PCQ's response
- (4) The results of the investigation's fact-finding:
 - (a) The results should include all investigated facts and evidence from the factors listed above.
 - (b) The investigator should include all documents relevant to the complaint and investigation.
 - (c) These facts and evidence will be summarized objectively.
- (5) Conclusions based on the factual findings
 - (a) The facts will be reviewed impartially.
 - (b) The investigator will prepare a conclusion for each of the complainant's claims.
 - (c) Conclusions will be directly tied to the underlying facts supporting them.
 - (d) Conclusions will clearly state whether or not misconduct occurred.
- (6) Recommendations for disciplinary action, see Part V below, or other reasonable, age-appropriate, specific corrective actions to end the discrimination or harassment, eliminate the hostile environment, or eliminate future discrimination or harassment.

2. IECCS will maintain records of all investigations into misconduct claims.

- a. These records will be confidential.
- b. These records may be used for tracking of complaints in order to improve procedures. If used as part of a study or database, all names of parties will be removed to protect the privacy of the parties.
- c. These records may be used to substantiate claims of repeated misconduct or retaliation for reporting misconduct.

Consequences

1. The site administrator will notify the complainant, the PCQ, and their parents or legal guardians of the determination of the complaint, including consequences, within two school days of the investigator's report to the site administrator.
2. Counseling services should be offered to both the complainant and the PCQ.
3. In less severe cases, with notice to the complainant and his/her parent or guardian, the principal or County Superintendent may determine that other consequences are more appropriate. These include:
 - a. A written warning
 - b. A formal written apology from the PCQ to the complainant
 - c. Transfer of the PCQ to another school class or program from a class s/he shares with the complainant, which may require an IEP review if the PCQ is a Special Education student
 - d. Detention
 - e. Community service
4. Appeal of determination of misconduct
 - a. If the complaint of misconduct is substantiated and the principal or County Superintendent determines that an involuntary release to student's district of residence is appropriate, the student charged with misconduct has the opportunity to appeal this decision.

b. For lesser disciplinary actions, the student charged with misconduct may request a conference between the student, his/her parent or guardian and the site principal.

(1) The charged student has five (5) school days from the day s/he learns of disciplinary action to request this conference.

(2) The school will hold this conference within five (5) calendar days of the request. The complainant and his/her parent or guardian will be notified of this conference. They may also attend or provide a written statement of their concerns.

5. Unsubstantiated complaints

a. If an investigation does not support the complaint, the complainant and the PCQ will be notified. No disciplinary action may be taken but counseling may be offered to both parties.

b. If an investigation determines that the misconduct claim was false and the complainant made the claim knowing it was false, the complainant is subject to discipline including suspension or involuntary release to student's district of residence.

c. In the event that the complainant is dissatisfied with the determination of an unsubstantiated complaint, the

Target may invoke the appeal process from the complaint policy, County Board policy 7380, at whichever step the complainant feels appropriate.

d. In addition, for complaints of discrimination, the complainant may file a complaint at any time with the Office for Civil Rights. IECCS staff shall assist the Target by providing contact information.

6. If the PCQ is a IECCS staff member, refer to Personnel policies regarding employee discipline.

7. If the PCQ is a contractor or vendor, refer to Business policies regarding any available corrective measures.

(J) Procedures to Prepare for Active Shooters

Procedures for Preventing Acts of Bullying and Cyber-bullying

Opioid Prevention and Life-Saving Response Procedures

Response Procedures for Dangerous, Violent, or Unlawful Activities

Instructional Continuity Plan

Safety Plan Review, Evaluation and Amendment Procedures

Compliance Checklist for Comprehensive School Safety Plan

Safety Plan Appendices

Emergency Contact Numbers

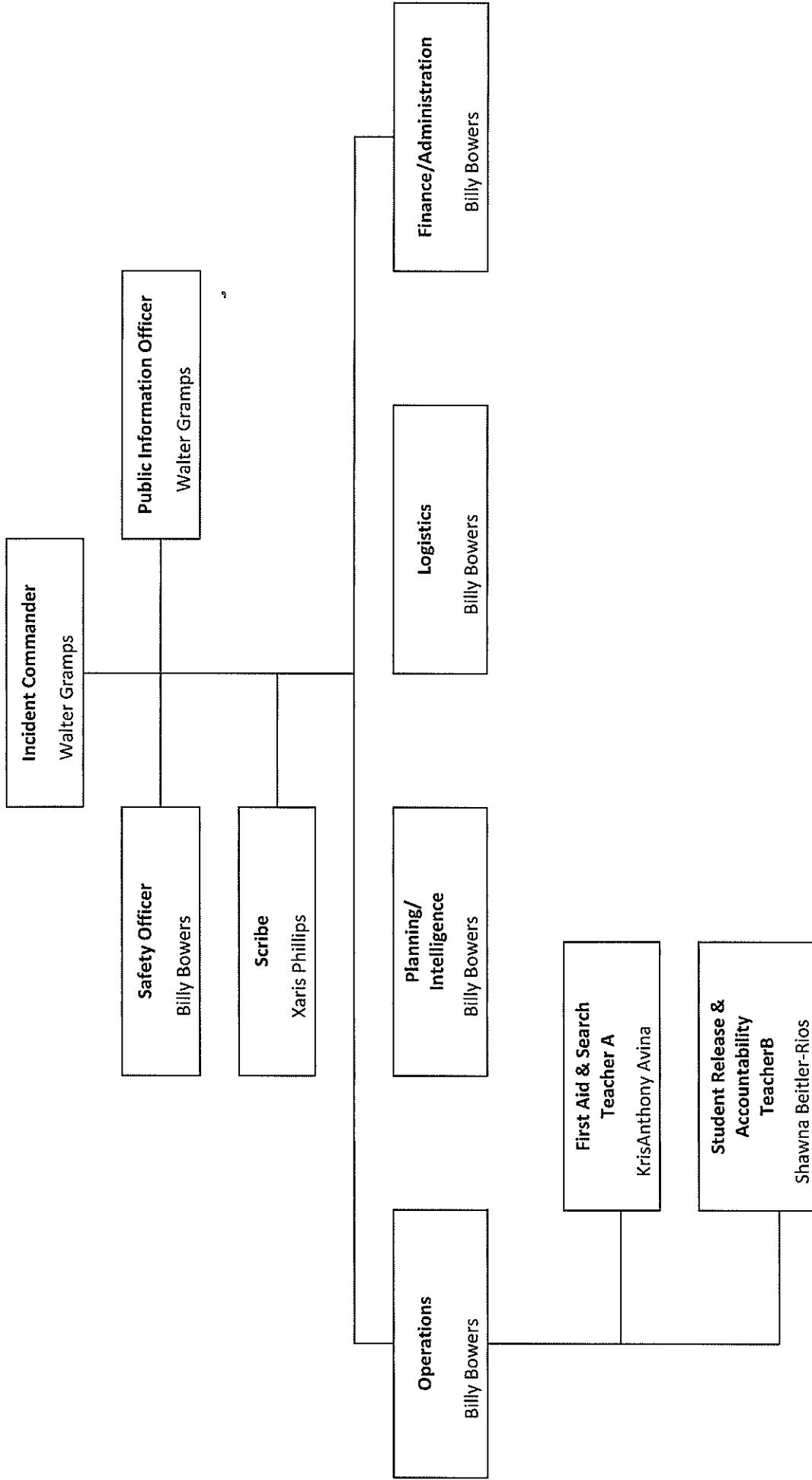
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Oroville Police Department	(530) 538-2448	
School District	Oroville City Elementary School District	(530) 589-1810	
School District	Oroville Union High School District	(530) 538-2300	
Other	Butte County Health Department	(530) 538-7581	
Other	Butte County Environmental Health	(530) 538-5339	
Other	Butte County Animal Service	(530) 538-6329	
City Services	PGE	(800) 743-5000	
City Services	California Water Services	(530) 533-4034	
Other	BCOE	(530) 532-5650	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
Reviewed by team and updated February 2021	Ongoing Month January	Ipakanni Early College Charter Review and Update of plan
Updated Dam rupture February 2022	February 20th	Ipakanni Early College Charter Review and Update of plan
Review with Team	TBD	Ipakanni
Review Intruder with OPD	TBD	Ipakanni

Ipakanni Early College Charter School Incident Command System



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:

Incident Commander- Walter Gramps

Planning Intelligence- Walter Gramps/Billy Bowers

Operations- Billy Bowers

Logistics- Billy Bowers

Finance & Operation- Billy Bowers

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

Identify emergency as Active Shooter, Shelter in Place and/or Evacuation.

Step Two: Identify the Level of Emergency

Notify Administration and activate the Emergency Response System

Step Three: Determine the Immediate Response Action

LOCKDOWN is initiated to isolate students and school staff from danger on or near the campus when movement within the school and within rooms on the campus might put students and staff in jeopardy. LOCKDOWN is used to prevent intruders from entering occupied areas of the buildings.

- Lock the doors;
- Close and lock windows, and close blinds or cover windows;
- Turn off lights;
- Silence all electronic devices;
- Remain silent;
- Use strategies to silently communicate with first responders if possible,
- Hide along the wall closest to the exit but out of the view from the hallway (allowing for an ambush of the intruder and for possible escape if the intruder enters the room); and
- Remain in place until the release from lockdown by school administration or evacuated by law enforcement.

SECURE CAMPUS is implemented as a precautionary measure to ensure the safety of students and staff when there is danger in the surrounding community or a bomb threat is made against the school. SECURE CAMPUS requires that all students and staff take shelter in school buildings and lock all exterior doors. Classroom instruction and/or activity may continue as long as all classroom and office doors are locked and all students and staff remain inside through the duration of that event. The school perimeter should be secured.

SHELTER IN PLACE is implemented when there is a need to isolate students and staff from the outdoor environment to prevent exposure to airborne contaminants. The procedures include closing and sealing doors, windows and vents; shutting down the classroom/building heating, ventilation and air conditioning systems to prevent exposure to the outside air; and turning off pilot lights. SHELTER IN PLACE allows for the free movement of staff and students within the building, although one should not leave the room until further instructions are received. Those in bungalows and buildings with exterior passageways must remain in the classroom while SHELTER IN PLACE is instituted. It is appropriate for, but not limited to, gas leaks, external

chemical release, dirty

bombs and hazardous material spills.

TAKE COVER is implemented when it is necessary to move to and take refuge in the best shielded areas within the school buildings.

It is appropriate for, but not limited to, severe windstorms and tornados.

- Move students and staff into the school's permanent buildings, on the ground floor.
- Group students/staff together at the furthest point away from windows on the floor.

? Face the wall with backs to the windows

? Crouch down on knees and elbows

? Hands covering the back of their head/neck

- If a tornado warning or potentially damaging windstorm occurs at dismissal, delay dismissal.

An order to TAKE COVER should remain in place until the National Weather Service has lifted the warning.

DUCK, COVER AND HOLD ON is the action taken during an earthquake to protect students and staff from flying and falling debris.

DUCK, COVER AND HOLD ON is an appropriate action for use during an earthquake or explosion. Immediate EVACUATION and an

EMERGENCY DAMAGE ASSESSMENT must be performed prior to occupancy of any of the site's buildings, following any event

prompting the use of DUCK,

COVER AND HOLD ON.

EVACUATION is implemented when conditions make it unsafe to remain inside the building(s). This action provides for the orderly

movement of students and staff along prescribed routes from inside school buildings to a designated outside area of safety.

OFF-SITE EVACUATION is implemented when it is unsafe to remain on the school campus, and evacuation to an off-site assembly

area is required. This action provides for the orderly movement of students and staff along prescribed routes from inside school

buildings to a designated area of safety off campus. In some situations OFF-SITE EVACUATION may require the use of busing.

STRUCTURED REUNIFICATION should be used following any OFF-SITE EVACUATION.

EARLY RELEASE Certain situations may require releasing students from school at a time when parents expect their children to be at

the school site. EARLY RELEASE may be implemented when circumstances make keeping students at school inadvisable. EARLY

RELEASE must be authorized by the district superintendent or designee. During an EARLY RELEASE, students follow normal dismissal

procedures.

STRUCTURED REUNIFICATION is the process used to reunify children with their parents, guardians or caregivers, following a school

emergency. Regular dismissal procedures are not followed. STRUCTURED REUNIFICATION requires:

- Maintaining accurate information on the location of each child.
- Preventing unauthorized individuals from having access to or removing children.
- Verifying the identity of individuals coming to take custody of children.
- Verifying each individual has the legal right to take custody the child for which they have asked.

- Keeping record of who each student is released to, the method used to verify their identity and the time of the pick-up

Step Four: Communicate the Appropriate Response Action

ALL CLEAR communicates to students and staff that the emergency is over and normal school operations can resume.

EMERGENCY DAMAGE ASSESSMENT is the inspection process used immediately following an emergency (typically will students and staff are under an EVACUATION order) to determine if it is safe to resume occupancy of school facilities. An EMERGENCY DAMAGE ASSESSMENT should be performed following any event with the potential to cause damage school facilities or equipment.

Types of Emergencies & Specific Procedures

Aircraft Crash

Aircraft can fall on schools near airports or in-flight paths:

1. Warning:

- a. The engine of an aircraft may sputter or explode prior to the aircraft falling.
- b. The aircraft will give no warning before falling.

2. Action: if an aircraft falls on a portion of the school, the following will be accomplished:

- a. Staff will evacuate students from buildings as per fire drill to safe areas.
- b. All students and staff will be kept at a safe distance, upwind, allowing for the possible explosion. (Note: in case of a jet aircraft, a minimum safe distance is 400 yards.)
- c. The school office will immediately notify:
 - Fire Department 911
 - Law Enforcement Agency 911

3. Action: if an aircraft falls near the school, the following will be accomplished:

- a. All students and staff will be kept at a safe distance, upwind, allowing for a possible explosion. (Note: in case of jet aircraft, a minimum safe distance is 400 yards)
- b. The school office will immediately notify:
 - Fire Department 911
 - Law Enforcement Agency 911

Animal Disturbance

This procedure should be implemented when the presence of a dog, coyote, mountain lion or any other wild animal threatens the safety of students and staff.

Procedure

1. The School Administrator will initiate appropriate Immediate Response Actions, which may include LOCKDOWN or EVACUATE BUILDING.
2. Upon discovery of an animal, staff members will attempt to isolate the animal from students, if it is safe to do so. If the animal is outside, students will be kept inside. If the animal is inside, students will remain outside in an area away from the animal. It is suggested closing doors or locking gates as a means to isolate the animal.
3. If additional outside assistance is needed, the School Administrator will call "911", Animal Control and provide the location of the animal and nature of the emergency.
4. If a staff member or student is injured the parent and Student Medical Services will be notified.
5. The School Administrator will initiate an OFF-SITE EVACUATION if warranted by changes in conditions at the school.

Armed Assault on Campus

Intruder on Campus

The campus intruder is defined as a non-student or a student on suspension who

loiters or creates disturbances on school property. Intruders are committing the crime of Criminal Trespass. Dangerous and/or concealed weapons are forbidden on school premises unless carried by law enforcement officers.

Low Level:

- Have the person(s) under suspicion kept under constant covert surveillance.
- Approach and greet the intruder in a polite and non-threatening manner.
- Identify yourself as a school official.
- Ask the intruder for identification.
- Ask them what their purpose is for being on campus.
- Advise intruders of the trespass laws.
- Ask the intruder to quietly leave the campus or invite him/her to accompany you

to the office.

- If the intruder refuses to respond to your requests, inform him/her of your intention to summon law enforcement officers.

- If the intruder gives no indication of voluntarily leaving the premises, notify Police and Administration.

If Intruder(s) are on playground or grounds at break or lunchtime:

- Outdoor Supervisors should notify the office and move all students into a school building.

- Lock exit doors.
- Spread LOCKDOWN/Code Red alarm.

Hostage Situation

Staff and students should sit quietly if they are in this situation. TRY to remain calm. Staff should set the example if the armed intruder is in their presence by doing anything possible for the staff member and students to survive. If gunfire starts, staff, and students should seek cover or begin rapid movement procedures.

Do not engage in a conversation or try to persuade the intruder to leave your classroom or school. Remember, you are in an illogical situation so any logical argument may go unheard. The intruder is probably aware of the potential danger that he/she would be facing if he/she left the classroom. The intruder may perceive himself/ herself as being sane.

If the intruder speaks to you or to your students, answer him or her. Do not provoke him or her. Don't try to take matters into your own hands. Students should be told not to whisper to one another, laugh, or to make fun of the intruder. Remember, the intruder is disturbed and possibly mentally ill, and more than likely paranoid.

Whispering or laughter may be perceived by the intruder as being directed at him or her.

Students should be taught to respond to themselves when threatened. Incidents can occur which leave no time for signals. If students are outside unable to find access to a room, they should, depending on the situation, initiate Action "TAKE COVER" position or run in a zigzag fashion to the staging areas and STAY CALM.

If and when possible, call 9-1-1 and then Administration.

Code Red-

Lockdown: Code Red

A Code Red/Lockdown Alert is sounded if there is a sniper, armed intruder or active shooter on campus. Staff members have a very limited amount of time in which to commit to a course of action. Immediately assess both the situation and the surrounding environment and responds to the situation based upon the Code Red Training and drills. This is also true for your students who may need to become resources for substitutes or who are alone when an event occurs.

Remember, the Code Red response is a partnership with local law enforcement.

Immediate actions should include:

- Call 9-1-1. Advise Police if you know the location of the shooter, the description or identity of the shooter or if you need medical direction for a victim. LOCKDOWN includes building door barricades, internal barricades, covering windows, and turning off/dimming lights.
- Notify administration
- Students and staff go into classrooms/buildings or run to off-site evacuation areas.
- Place a red card under the door or in a window if you have a serious injury in the classroom.
- Take roll
- Conduct anxiety-reducing activities

Evacuation:

- Prepare students and yourself for a quick evacuation
- Follow directions of law enforcement when they arrive

Biological or Chemical Release

- How to identify suspicious letters or packages

Some characteristics of suspicious letters or packages include the following:

- Excessive postage
- Handwritten or poorly typed addresses
- Incorrect titles
- Title, but no name
- Misspellings of common words
- Oily stains, discolorations or odors
- No return address
- Excessive weight
- Lopsided or uneven envelop
- Protruding wires or aluminum foil
- Excessive security material such as masking tape, string, etc.
- Visual distractions
- Ticking sound
- Marked with restrictive endorsements, such as “Personal” or “Confidential.”
- Shows a city or state in the postmark that does not match the return address.

- Suspicious unopened letter or package with a threatening message such as “Anthrax”
- Do not shake or empty the contents of any suspicious envelope or package.
- Place the envelope or package in a plastic bag or some other type of container to prevent leakage of contents.
 - If you do not have any container, then cover the envelope or package with anything (e.g., clothing, paper, trash can, etc.) and do not remove this cover.
 - Leave the room and close the door, or section of the area to prevent others from entering
 - Wash your hands with soap and water to prevent spreading any powder to your face.
 - If you are at work, report the incident to your site administrator and the local police.
 - List all people who were in the room or area when this suspicious letter or package was recognized. Give the list to both the local public health authorities and law enforcement officials for follow-up investigations and advice.
 - Envelope with powder or powder spills out onto a surface.
 - Do not try to clean up the powder. Cover the spilled contents immediately with anything and do not remove this cover.
 - Leave the room and close the door or section of the area to prevent others from entering.
 - Wash your hands with soap and water to prevent spreading any powder to your face.
 - If you are at work, CALL 9-1-1 and your site administrator to report the incident.
 - Remove heavily contaminated clothing as soon as possible and place it in a plastic bag, or some other container that can be sealed. The clothing bag should be given to the emergency responders for proper disposal.
 - Shower with soap and water as soon as possible. Do not use bleach or other disinfectants on your skin.
 - If possible, list all people who were in the room or area, especially those who had actual contact with the powder. Give the list to both the local police and public health authorities so that proper instructions can be given for medical follow-up and further investigation.

Possible room contamination by aerosol

(Examples: small devices triggered a warning that air handling systems is contaminated, or warning that a biological agent is released in a public space.)

- Turn off local fans or ventilation units in the area and shut down the air handling systems in the building if possible.
 - Leave the area immediately.
 - Close the door or section of the area to prevent others from entering.
 - Move upwind, uphill, upstream.
 - If you are at work, report the incident to the local police and your site administrator.
 - If possible, list all people who were in the room or area, especially those who had actual contact with the powder. Give the list to both the local police and public health authorities so that proper instructions can be given for medical follow-up and further investigation.

DO NOT PANIC

Anthrax organisms can cause infection in the skin, gastrointestinal system, or the lungs. In order for this to happen, the organism must be rubbed into abraded skin, swallowed, or inhaled as a fine, aerosolized mist. Disease can be prevented after exposure to the anthrax spores by early treatment with the appropriate antibiotics. Anthrax is not spread from one person to another person.

For anthrax to be effective as a covert agent, it must be aerosolized into very small particles. This is difficult to do, and requires a great deal of technical skill and special equipment. If these

small particles are inhaled, life-threatening lung infection can occur, but prompt recognition and treatment are effective.

Botulism

Botulism infection is extremely rare, with fewer than 200 cases report in the U.S. each year.

There are two forms of botulism that are associated with a terrorist act:

Food borne Botulism

The bacterium is ingested with the contaminated food source.

Symptoms begin within 6 hours to 2 weeks, but most commonly between 12 to 36 hours after eating contaminated foods.

Double or blurred vision, drooping eyelids, slurred speech, difficulty swallowing, dry mouth, and a descending muscle weakness that effects the shoulders first, then upper arms, lower arms, thighs, calves, etc.

These symptoms may be preceded by gastrointestinal disorder such as abdominal cramps, nausea, vomiting, and diarrhea. Paralysis of the respiratory muscles will cause death unless the person is assisted by mechanical ventilation. Botulism toxin can occur naturally in undercooked food, but the frequency of this is extremely rare.

Inhalational Botulism

Inhalation botulism results from the inhalation of the aerosolized toxin. A small amount of aerosolized toxin released into the wind can have a devastating effect on the surrounding population. Notwithstanding, inhalational botulism could be inflicted upon a more limited number of victims by introducing a contaminated object into an enclosed area such as inside a building.

The symptoms are indistinguishable form those of food borne botulism, except that the gastrointestinal signs sometimes associated with food borne botulism may not occur.

Botulism cannot be transmitted from one person to another. There is no vaccine for botulism treatment at this time. However, treatment consists of passive immunization with equine antitoxins and supportive patient care.

Smallpox

Smallpox infection results from the variola virus. The disease was once worldwide in scope.

Before people were vaccinated, almost everyone contracted the disease. The virus was effectively eradicated from the world in the late 1970's, and the World Health Organization recommended governments cease routine vaccinations in 1980.

Vaccination has proven effective in preventing the disease in exposed persons if administered within 4 days of exposure.

Smallpox is a highly contagious infectious disease that has a mortality rate of about 30%. Since the discontinuation of vaccination in the early 1980's, virtually no one is protected against the disease today. The U.S. government is currently working to address the need for vaccinations. There is no proven treatment should infection occur.

Bomb Threat/ Threat Of violence

Most likely, threats of a bomb or other explosive device will be made by telephone.

THE PERSON RECEIVING THE BOMB THREAT WILL:

Attempt to gain as much information as possible when the threat is received. Do not hang up on the caller.

Use the "bomb threat checklist" form as a guide to collect the information needed. Don't be bashful about asking direct, specific questions about the threat. Keep the caller on the phone as long as possible. If the threat is received by phone, attempt to gain more information.

The most important information: When will the bomb explode and where is it located? Immediately after receiving the bomb threat, the person receiving the call will verbally notify the building administrator of the threat received. Complete the “bomb threat checklist” form (attached).

Turn off cellular phones and/or walkie-talkie radios (radio waves—could trigger a bomb).

BUILDING ADMINISTRATOR WILL (IF NECESSARY):

Call 911. Give the following information:

1. Your name and call back phone number
2. Exact street location with the nearest cross street
3. Nature of incident
4. Number and location of people involved and/or injured

Notify the Superintendent’s Office

Evacuate involved buildings using fire drill procedures. Principal must have Superintendent’s permission to evacuate the entire site.

Implement a systematic inspection of the facilities to determine if everyone is out and for the presence of suspicious objects. Fire Department or Police Officers may organize a search team to check for suspicious objects; a bomb can be disguised to look like any common object. Site employees should be ready to assist as needed.

Maintain an open telephone line for communications.

Secure all exits to prevent re-entry to buildings during the search period.

Be certain people stay clear of all buildings; a bomb(s) may be planted against an outside wall. The blast will be directed in large part away from the building.

Re-occupy buildings only when proper authorities give clearance

Bus Disaster

Calmly and carefully, assess the medical emergency you are faced with. Take only those measures you are qualified to perform.

You should always wear latex or rubber gloves to prevent contact with bodily fluids.

Rescue Breathing

Gently tilt the head back and lift the chin to open the airway.

Pinch the nose closed.

Give two slow breaths into the mouth.

Breathe into an adult once every five seconds, and for children or infants breathe gently once every three seconds.

If the procedure is done correctly, you should see the chest rise and fall.

To Stop Bleeding

Apply direct pressure to the wound. Wear protective gloves to prevent exposure.

Maintain the pressure until the bleeding stops.

If bleeding is from an arm or leg, and if the limb is not broken, elevate it above the level of the heart.

If limb appears to be broken, minimize any movement, but take what measures are necessary to stop the bleeding.

Treatment of Shock

Do whatever is necessary to keep the person’s body temperature as close to normal as possible.

Attempt to rule out a broken neck or back.

If no back or neck injury is present, slightly elevate the person’s legs.

Choking:

Stand behind the person.

Place the thumb side of one of your fists against the person’s abdomen, just above the navel and well below the end of the breastbone.

Grasp your fist with your other hand, give an abdominal thrust.
Repeat until the object comes out.
If required, begin rescue breathing.

Disorderly Conduct

Disorderly Conduct may involve a student or staff member exhibiting threatening or irrational behavior. If the perpetrator is armed, Armed Assault on Campus.

Procedure:

1. Upon witnessing a Disorderly Conduct, staff should take steps to calm and control the situation and attempt to isolate the perpetrator from other students and staff, if it is safe to do so.
2. Staff will immediately notify the School Administrator.
3. The School Administrator will initiate the appropriate Immediate Response Actions, which may include SHELTER-IN-PLACE, LOCK DOWN, EVACUATE BUILDING or OFF-SITE EVACUATION
4. The School Administrator will call District Office, and provide the exact location and nature of the incident. If determined to be appropriate, the School Administrator will call "911".
5. If an immediate threat is not clearly evident, the School Administrator or a staff member may attempt to diffuse the situation. Approach the perpetrator in a calm, non-confrontational manner and request he or she leave the campus. Avoid any hostile situations.
6. If the perpetrator is a student, an attempt should be made to notify the family. (Family members may provide useful information on handling the situation.)
7. The School Administrator will notify the Local District Superintendent of the situation.

Earthquake

DROP, COVER, and HOLD

Earthquake procedures in the classroom or office:

At the first indication of ground movement, all personnel should DROP to the ground. It will soon be impossible to stand upright during the earthquake. Getting to the ground will prevent being thrown to the ground.

All personnel should seek protective COVER under or near desks, tables, or chairs in a kneeling or sitting position.

All personnel should HOLD onto the table or chair legs. Holding onto the legs will prevent it from moving away from you during the quake. All personnel should protect their eyes from flying glass and debris with an arm covering your eyes.

All personnel should remain in the DROP position until ground movement ends. They should be prepared to DROP, COVER and HOLD during aftershocks.

After ground movement ends, check for injuries and safely evacuate the building. Move to a safe,

open area, away from power lines and other overhead hazards.

Earthquake procedures in other parts of the building

At the first indication of ground movement, all personnel should DROP to the ground.

Take COVER under any available desk, table, or bench. If in a hallway, drop next to an inside wall in a kneeling position and cover the back of the neck with hands.

After ground movement ends, check for injuries and safely evacuate the building. Move to a safe, open area, away from power lines and other overhead hazards.

Earthquake procedures while outside

At the first indication of ground movement, move away from overhead hazards such as power lines, trees, and buildings. DROP to the ground and COVER the back of the neck with your hands. Be aware of aftershocks. Do not enter buildings until it is determined safe to do so. If walking to or from school, DO NOT RUN. Stay in the open. If the students are going to school, they should continue to the school. If going home, the students should continue to go home.

While in a vehicle or school bus, pull over to the side of the road and stop. If on a bridge, overpass, or under power lines, continue on until the vehicle is away from the overhead dangers. Wait until the ground movement stops and check for injuries. Be aware of after shocks, downed wires, or roads blocked by debris. The Bus Driver is legally responsible for the welfare of student riders.

Explosion or Risk Of Explosion

Poisoning, Chemical Spills, Hazardous

Materials:

POISONING:

If a student ingests a poisonous substance:

Call 9-1-1

Poison Control Center Link Line 1-800-222-1222.

Take appropriate first aid measures.

Call parents

Notify the Health Services Office

CHEMICAL SPILL ON SITE: The following are guidelines for Chemical Spills:

Evacuate the immediate area of personnel

Call 911 and report the incident

Determine whether to initiate Shelter In Place Protocol

Secure the area (block points of entry)

Identify the chemical and follow the procedures for that particular chemical.

Notify the Superintendent's Office and Maintenance

CHEMICAL SPILL OFF SITE INVOLVING DISTRICT EQUIPMENT/PROPERTY

Call 9-1-1

Report the emergency and then notify the Superintendent's Office and

Maintenance with the following information:

1. Date, time, and exact location of the release or threatened release
2. Name and telephone number of person reporting
3. Type of chemical involved and the estimated quantity
4. Description of potential hazards presented by the spill
5. Document time and date notification made
6. Other emergency responders (Highway Patrol, CALTRANS, etc.)
7. Locate a fire extinguisher and have present, should the need arise
8. Place reflective triangles or traffic cones if in street or highway.

DO NOT LIGHT FLARES!

If spill response equipment is available use it to take the necessary measures to prevent the spill from spreading

Reporting Chemical Spills

Once an emergency spill response has been completed, the person reporting the initial spill must complete a SPILL RESPONSE EVALUATION and submit it to the Superintendent WITHIN 24 HOURS OF THE SPILL.

Spill Clean Up

Chemical Spills may not be cleaned up by school personnel. Call the FUSD On-duty Supervisor at 510-657-0761. The cleanup will be coordinated through a designated contractor.

HAZARDOUS SUBSTANCES

Hazardous Substances include the following, but are not limited to the following:

Gasoline Lacquer Thinner

Solvents Paint

Motor Oil Agricultural Spray

Diesel Fuel Paint Thinner

Kerosene Stain

Anti-Freeze Break Fluid

Airborne Gases/Fumes

Always call for assistance and:

1. Extinguish all ignition sources
 2. Shut off main emergency switch to fuel pump, if appropriate
 3. Move appropriate fire extinguishing equipment to area
 4. If possible, contain the spill to prevent further contamination
 5. Move people/personnel away or evacuate from contamination area
- If the spill is too great to handle, contact the FUSD On-duty Supervisor at 510-657-0761

SITE COMPREHENSIVE SAFETY PLAN

Move uphill or upwind

Staff and students will evacuate the area immediately, if appropriate. Move uphill, upwind, upstream if possible. Notify the Superintendent's Office.

VEHICLE FUEL SPILL

When a spill has occurred, the first thing to do is to keep the situation from worsening. Follow these steps:

1. Shut off emergency switch
2. Avoid skin contact
3. Isolate the spill from people and vehicles by blocking all points of entry
4. If the spill is unmanageable, call 9-1-1 to report the emergency and report:
 - a. Date, time, and exact location of the release
 - b. Name and telephone number of persons reporting the release
 - c. The type of fuel spilled and the estimated quantity
 - d. Description of potential hazards presented by the fuel spill
5. Document the time and date notification was made and the information provided
6. Stop and evaluate any hazards
7. Prevent discharge into storm drains. Divert the flow by sealing off areas with absorbents. Prevent runoff. Use absorbent "socks" or "booms" to contain the spill. Identify the source, estimated quantity spilled and stop further release(s) – IF IT CAN BE DONE SAFELY -
8. Take care of any injured
9. Notify the Superintendent's Office

A written report to the appropriate office of the California Department of Health Services is required within 15 days after the incident. Contact the Risk Management at 510-659-2588 for assistance with this report.

Fire in Surrounding Area

Fire Near School:

The Principal or designee shall:

- a. Determine the need to execute an evacuation if nearby fire poses an immediate threat to the students or the building.
- b. Notify the Fire Department by calling 911.
- c. Notify the Superintendent's office.
- d. Notify students and staff when it is safe to return to the school site under the direction of the Fire Department and in consultation with the Superintendent or designee.

Fire on School Grounds

All classrooms and offices shall have an Emergency Exit sign and Evacuation Chart posted in a prominent location.

Fire Within A School Building:

In the event that a fire is detected within a school building, use the following procedures:

The Principal or Designee will:

- a. Order an evacuation
- b. Call 911
- c. Notify the superintendent
- d. Teachers will supervise the evacuation of the classrooms to the designated areas according to the Emergency Exit Plan posted in every classroom and office.
- e. Teachers will close doors upon evacuating.
- f. Teachers will take their roll books to the evacuation site and take roll. Teachers will report any missing student(s) to their Team Supervisor/ Administrator.
- g. The custodian or designee(s) shall assist by shutting off gas valves, electricity, etc., or other if necessary for evacuating, putting out the fire, etc.
- h. The custodian or designee shall open necessary gates for fire truck and other emergency vehicle access when appropriate. The custodian or designee will also keep access entrances open for emergency vehicles.
- i. Notify students and staff when it is safe to return to the school site under the direction of the Fire Department and in consultation with the Superintendent or designee.

Flooding

Flooding on a school site may be caused by heavy rain, failure of a dam, or for coastal sites, a tsunami.

1. Warning:

- a. Method: direct communication with the principal or designee.
 - b. How Received: by telephone or notification from civil agency or district administrator.
2. The extent of the flood or tsunami and the estimated time before it arrives will dictate the course of action to be taken. The principal may initiate the following emergency actions:
- a. Execute Action "Leave Building" (fire alarm), or
 - b. Execute Action "Student Release", or
 - c. Execute Action "Directed Transportation", or
 - d. Provide care for students at school.

L. Windstorm

Windstorms can be hazardous when wind speeds cause damage to property or when wind combined with cold weather causes wind chill.

1. Warning: Telephone call from district office or civil agency such as fire or sheriff's department
2. If high winds develop during school hours, the following emergency actions will be accomplished:
 - a. Students and staff should be assembled inside buildings.
 - b. Implement Action "Drop Procedures" (take cover signal).
 - c. Close windows and blinds.
 - d. Remain near an inside wall if possible.
 - e. Evacuate classrooms bearing full force of wind.
 - f. Keep tuned to one of the suggested radio stations for latest advisory information. (see "Radio Stations")

- g. Take roll.
- h. School office will notify utility companies of an actual or suspected break in the utility service.
- i. If necessary/possible, school office will contact the fire department, district office and/or district maintenance/operations office.

Loss or Failure Of Utilities

IT IS THE DISTRICT'S INTENT THAT SCHOOLS WILL REMAIN OPEN DURING A POWER OUTAGE.

There are several stages of alerts that are being broadcast over the radio:

STAGE 1 EMERGENCY indicates that the operating reserves in the real-time market is forecasted to be less than the California Independent System Operator (CAISO) Minimum Operating Reserves criteria.

STAGE 2 EMERGENCY indicates that the operating reserves in the real-time market is forecasted to be less than five (5) percent.

STAGE 3 EMERGENCY indicates that the operating reserves in the real-time market is forecasted to be less than 1.5 percent.

If the District is notified of a STAGE 3 EMERGENCY, possible-affected sites will be contacted as soon as practicable. Once notified, turn off PCs, monitors, printers, copiers, and lights when not in use or not needed. If you cannot turn off the whole computer, turn off the monitor and the printer. Shut off lights in unoccupied rooms. In spite of everyone's best effort to communicate, it is possible that an outage will occur with no notice to the district.

PREPARING FOR AN OUTAGE

Update each student's emergency card.

Determine the availability of portable lighting at site, i.e. flashlights & batteries.

Find out that when power is lost, do emergency lights go on and do the "Exit" signs remain lit?

Keep hallways and pathways clear of obstructions.

Check school district's PG&E Block list to determine in which PG&E block your site is located.

As a note, Block 50's power will not be interrupted.

Teachers should have alternative teaching methods/plans to be used at STAGE 3 only.

Conduct a survey of your site for the classrooms and offices with no windows and prepare relocation plans.

Plan alternative communication methods that suit your site, such as telephone, fax, radios, cell phones, and runners.

Develop a site plan such as a buddy system or chaperone, for restrooms or any other necessary leave during this period.

Have flashlights & replacement batteries available for the restrooms and other locations with no windows.

Ask your staff and students to have seasonal warm clothing available.

Use surge protectors for all computer equipment, major appliances and electronic devices.

If you have electric smoke detectors, use a battery-powered smoke detector as a back up.

DURING AN OUTAGE

According to SBC (Telephone Company), phones connected directly to a phone jack will be operable. Phones that require power from an electrical outlet will not work. Most district telephones also have a 30-minute standby capability.

Turn off PCs, monitors, printers, copiers, major appliances and lights when not in use or not needed. If you cannot turn off the whole computer, turn off the monitor and the printer.

Shut off lights in unoccupied rooms.

If an outage lasts more than 30 minutes, have pre-designated people walk through the campus and check on the status of individuals in each building.

Use a buddy system when going to the restrooms.

DO NOT USE barbeques, Coleman-type stoves, hibachis and other outdoor-cooking devices indoors.

DO NOT USE candles or gas lanterns.

The rolling outages should not last more than two hours and, with some preparation, business can be conducted as close to normal as possible.

If a power outage is prolonged, the principal should contact the Superintendent for directions (release students/staff, evacuation to another site, etc.).

Motor Vehicle Crash

Calmly and carefully, assess the medical emergency you are faced with. Take only those measures you are qualified to perform.

You should always wear latex or rubber gloves to prevent contact with bodily fluids.

Rescue Breathing:

Gently tilt the head back and lift the chin to open the airway.

Pinch the nose closed.

Give two slow breaths into the mouth.

Breathe into an adult once every five seconds, and for children or infants breathe gently once every three seconds.

If the procedure is done correctly, you should see the chest rise and fall.

To Stop Bleeding

Apply direct pressure to the wound. Wear protective gloves to prevent exposure.

Maintain the pressure until the bleeding stops.

If bleeding is from an arm or leg, and if the limb is not broken, elevate it above the level of the heart.

If limb appears to be broken, minimize any movement, but take what measures are necessary to stop the bleeding.

Treatment of Shock

Do whatever is necessary to keep the person's body temperature as close to normal as possible.

Attempt to rule out a broken neck or back.

If no back or neck injury is present, slightly elevate the person's legs.

Choking

Stand behind the person.

Place the thumb side of one of your fists against the person's abdomen, just above the navel and well below the end of the breastbone.

Grasp your fist with your other hand, give an abdominal thrust.

Repeat until the object comes out.

If required, begin rescue breathing.

Pandemic

Psychological Trauma

1. Contact School Board
2. Contact Local Health Departments
3. Receive permission from the affected family regarding information to be shared.
4. If appropriate, contact families before school resumes. May invite parents to accompany their child(ren) to school the next day and provide counseling for parents. Assign a Parent Liaison
5. If necessary, contact elementary, middle, and high school schools
6. Allow one voice for the press (usually the superintendent)

Public Information Officer

- a. Statements to media should include the following: cause, time, event, current situation, care

being given, etc. Convey that everything is going to be OK. Answer questions completely and truthfully. Avoid talking off the record, arguing, or using the phrase "No comment".

Repeat what you want the press to hear.

b. Remind staff and volunteers to refer all questions from media or waiting parents to the Public Information Officer.

c. Ensure announcements and other information are translated into other languages as needed.

d. Monitor new broadcasts about incident; correct any misinformation heard.

PRINCIPAL'S RESPONSIBILITIES:

1. Inform staff that all press/news inquiries go to the Superintendent

2. Identify 3 rooms/areas for student counseling with available crayons, paper, pencils, construction paper, etc.; if age appropriate; and 1 room for staff counseling.

3. Update staff.

4. Develop a fact sheet for office manager/secretary/clerk to use when responding to inquiries (see attached example).

5. Update students regarding what happened (offer students journaling, poetry, art, sharing of stories, etc. to express their thoughts).

6. Prepare a letter to go home to parents in English and Spanish(see attached example)

7. Make arrangements for staff to be relieved of duties to participate in counseling.

8. Debrief staff at end of school day (share stories).

9. Plan support for the next school day (counseling, food, etc.).

10. If any staff were involved in emergency procedures to save a life; have Student Support Services contact Oroville Police or Oroville Fire Dept. to access their Critical Incidence Stress Teams for debriefing of the school staff members involved.

11. Debrief support staff who helped at the school.

12. Take care of witnesses.

Suicide

The publications of many organizations and governmental agencies contain advice for people who are faced with suicidal people. That advice is summarized below.

Do's

LISTEN to what the person is saying and take her/his suicidal threat seriously. Many times a person may be looking for just that assurance.

OBSERVE the person's nonverbal behavior. In children and adolescents, facial expressions, body language, and other concrete signs often are more telling than what the person says.

ASK whether the person is really thinking about suicide. If the answer is "YES," ask how she/he plans to do it and what steps have already been taken. This will convince the person of your attention and let you know how serious the threat is.

GET HELP by contacting 9-1-1 clearly describe what is taking place and then contact an appropriate Crisis Response Team member. Never attempt to handle a potential suicide by yourself.

STAY with the person. Take the person to a CRT member and stay with that person for a while. The person has placed trust in you, so you must help transfer that trust to the other person.

Don'ts

Don't leave the person alone for even a minute.

Don't act shocked or be sworn to secrecy.

Don't underestimate or brush aside a suicide threat ("You won't really do it; you're not the type"), or to shock or challenge the person ("Go ahead. Do it"). The person may already feel rejected and unnoticed, and you should not add to the burden.

Don't let the person convince you that the crisis is over. The most dangerous time is precisely when the person seems to be feeling better. Sometimes, after a suicide method has been selected, the person may appear happy and relaxed. You should, therefore, stay involved until you get help.

Don't take too much upon yourself. Your responsibility to the person in a crisis is limited to listening, being supportive, and getting her/him to a trained professional. Under no circumstances should you attempt to counsel the person.

Suspected Contamination of Food or Water

This procedure should be followed if site personnel report suspected contamination of food or water. This procedure applies where there is evidence of tampering with food packaging, observation of suspicious individuals in proximity to food or water supplies, or if notified of possible food/water contamination by central District staff or local agencies. Indicators of the contamination may include unusual odor, color, taste, or multiple employees with unexplained nausea, vomiting, or other illnesses.

Procedure

1. The School Administrator will isolate the suspected contaminated food/water to prevent consumption, and will restrict access to the area.
2. The School Administrator will notify "911", Butte County Environmental Health Department, and the District Office.
3. The School Administrator will make a list of all potentially affected students and staff, and will provide the list to responding authorities.
4. The First Aid/Medical Team will assess the need for medical attention and provide first aid as appropriate.
5. The School Administrator will maintain a log of affected students and staff and their symptoms, the food/water suspected to be contaminated, the quantity and character of products consumed, and other pertinent information.
6. School police will notify members of the Serious Incident Response Team (SIRT), which will conduct an onsite review to determine necessary follow-up actions including the need to notify other potentially affected District facilities.
7. The School Administrator and the District Office will confer with the Butte County Environmental Health Department before the resumption of normal operations.
8. The School Administrator will notify parents of the incident, as appropriate.

Tactical Responses to Criminal Incidents

The California Education Code establishes the basic framework for school districts to take steps to make schools safe. Each school in a district is required to develop a comprehensive school safety plan "that addresses the safety concerns identified through a systematic planning process." (Ed. Code, § 32280.) A "safety plan" is "a plan to develop strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on the school campus." (Ed. Code, § 32280.) The plan must be annually reviewed and updated by March 1. (Ed. Code, § 32286.)

Generally, the school site council is responsible for developing the safety plan. (Ed. Code, § 32281.) However, in lieu of the school site council, a school district or county office of education may elect to develop confidentially the portions of the safety plan that include tactical responses to criminal incidents that may result in death or serious bodily injury at the school site, otherwise known as a "tactical response plan." (Ed. Code, § 32281(f)(1).) The term "tactical response" means the "steps taken to safeguard pupils and staff, to secure the affected school premises, and to apprehend the criminal perpetrator or perpetrators." (Ed. Code, § 32281(f)(2).) When developing a tactical response plan, district or county officials must consult with law enforcement officials and invite representatives of exclusive bargaining units of school employees to participate. (Ed. Code, § 32281(f)(1).)

Unlawful Demonstration or Walkout

An Unlawful Demonstration/Walkout is any unauthorized assemblage on or off campus by staff or students for the purpose of protest or demonstration.

Procedure

1. Upon indication that an unlawful demonstration or walkout is about to begin, personnel should immediately notify the School Administrator.
2. The School Administrator will initiate appropriate Immediate Response Actions, which may include SHELTER-IN-PLACE.
3. The School Administrator will notify the Local District Office and the Oroville Police Department to request assistance and will provide the exact location and nature of the emergency.
4. A Team will immediately proceed to the Main Door to control student ingress and egress. Each person entering or leaving the campus shall be required to sign his/her name, and record address, telephone number and time entered or departed.
5. If students leave the campus, the Team, in consultation with the School Administrator will designate appropriate staff members to accompany them. These staff members will attempt to guide and control the actions of students while offsite.
6. Students not participating in the demonstration or walkout should be kept within their classrooms until further notice by the School Administrator. Teachers will close and lock classroom doors. Students and staff should be protected from flying glass in the event windows are broken, by closing drapes and venetian blinds in rooms so equipped.
7. The Documentation staff member should keep accurate record of events, conversations and actions.
8. All media inquiries will be referred to the designated school's Public Information Officer.
9. The School Administrator should proceed in good judgment on basis of police or other legal advice, in taking action to control and resolve the situation.
10. The School Administrator will notify parents of the incident, as appropriate.

Emergency Evacuation Map

Ipakanni

Financial Package
2/28/2025

Presented by:

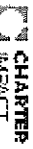


8.01

FY24-25 Ipakanni

Monthly Forecast FY24-25
 Revised 03/25/2025
 Actuals Through: 2/28/2025

ADA = 56.09

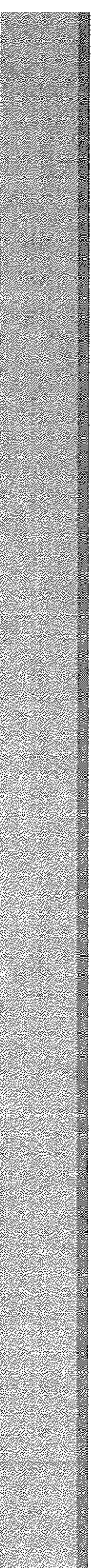


CHARTER PARTNER

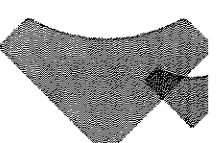
	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Year-End Actuals	Annual Forecast	Original Budget/Total	Forecasted / (Unvtd)
Revenues	ADA = 62.41															
State Aid - Revenue Limit																
8011 LCF State Aid	26,754	26,754	48,158	48,158	48,158	48,158	48,158	48,158	67,612	52,587	52,587	118,613	118,613	557,211	751,978	(194,747)
8012 Education Protection Account	5,041	16,804	16,804	6,721	6,721	6,721	29,638	29,638	36,462	10,455	10,455	36,462	132,200	132,200	127,482	119,728
8096 In Lieu of Property Taxes	31,795	26,754	54,600	54,600	54,600	54,600	84,517	84,517	124,984	63,042	63,042	165,530	180,991	600,692	872,556	(71,664)
Federal Revenue																
8181 Special Education - Enrollment																
8290 Title I, Part A - Basic Low Income										12,952						
8291 Title II, Part A - Teacher Quality										1,796						
8293 Title III - Limited English																
8294 Title V, Part B																
8295 Charter Facility Incentive Grant																
8296 Other Federal Revenue																
Other State Revenue																
8311 State Special Education																
8545 School Facilities (SB740)																
8550 Mandated Cost																
8560 State Lottery																
8598 Prior Year Revenue																
8599 Other State Revenue																
Other Local Revenue (E-Rate)																
8699 Other Revenue (E-Rate)																
Total Revenue	4,000	32,016	26,975	111,059	110,802	84,443	84,914	53,628	125,381	83,187	71,967	194,828	126,321	1,109,521	1,048,607	60,914
Expenses																
Certificated Salaries																
1100 Teachers' Salaries	16,640	19,640	19,640	19,640	19,640	19,640	19,640	14,395	19,968	19,968	19,968			186,200	166,400	(19,800)
1175 Teachers' Extra Duty/Stipends	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000			18,000	5,000	(13,000)
1300 Administrators' Salaries	14,996	14,996	14,996	14,996	14,996	15,296	15,169	21,977	14,996	14,996	14,996			187,467	113,397	(74,013)
Classified Salaries																
2100 Instructional Salaries	6,324	8,024	8,876	9,034	8,319	8,319	8,319	22,726	6,509	6,509	6,509			83,981	65,095	(18,886)
2300 Classified Administrators' Salaries															66,580	66,580
Benefits																
3101 STMS	1,805	5,556	5,556	5,556	5,556	5,460	5,464	7,408	7,364	7,364	3,158			67,250	67,108	(142)
3102 PERs	1,500	1,500	1,500	1,500	1,500	1,500	1,580	1,580	1,580	1,580	678			18,564	17,668	(896)
3301 OASDI	344	842	842	842	842	902	915	1,273	313	313	313			4,855	4,035	(819)
3311 Medicare	217	619	619	619	619	630	636	900	556	556	556			6,513	6,038	(475)
3401 Health and Welfare	2,958	4,945	4,945	4,945	4,945	3,901	3,901	3,901	3,333	3,333	3,333			45,643	40,000	(6,643)
3501 State Unemployment								824	319	319	319			4,572	4,270	(302)
3601 Workers' Compensation								583	607	607	607			6,130	5,830	(299)
Books and Supplies																
4100 Textbooks and Core Curricula																
4200 Books and Other Materials																
4302 School Supplies	583	2,772	982	1,709	1,604	551	1,617	1,617	188	148	148	148		1,500	5,000	3,500
4305 Software	265	19,720	2,837	(15,988)	539	498	1,876	1,776	1,094	1,094	1,094	1,094		10,408	20,000	9,592
4310 Office Expense	386	179	435	539	455	498	255	71	291	291	291			26,100	(20,100)	(6,000)
4700 Food Services															2,000	(20,000)
Subsegment Services																
5101 Nursing	1,335	22,668	4,627	(14,094)	2,058	5,059	3,768	1,847	5,407	5,407	5,407			58,008	47,000	(11,008)
5102 Special Education		1,648	1,648	1,648	1,648	1,648	1,648	1,648	1,648	1,648	1,648			16,479	17,000	521
5105 Security		40,943	40,943	40,943	40,943	40,643	40,643	40,643	40,643	40,643	40,643			162,572	(162,572)	
5106 Other Educational Consultants														576	1,800	1,224
Operations and Housekeeping																
5300 Dues & Memberships	1,589	42,250	1,648	42,434	1,648	42,434	1,648	1,648	8,477	49,266	8,477	8,477		206,944	26,800	(180,144)
5400 Insurance																
5501 Utilities	1,419	1,979	4,306	565	1,630	1,200	1,200	627	687	687	687			9,183	5,800	2,617
5502 Janitorial Services	211	211	713	(211)	211	1,216	468	393	252	252	252			9,500	15,000	5,500
5509 Communications	386	387	773	801	801	801	801	801	18	18	18			16,700	25,000	8,300
5901 Postage and Shipping														2,500	1,600	(900)
Facilities, Repair and Other Leases																
5601 Rent	3,750	3,750	4,500	4,500	4,500	4,500	4,500	4,500	2,193	2,193	2,193			37,015	48,400	11,385

Ipakanni Early College Charter

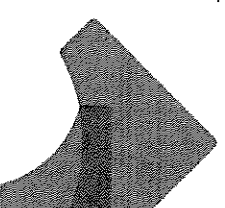
FY25 – February Financial Update



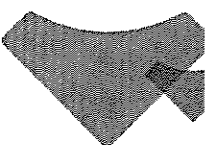
Overview



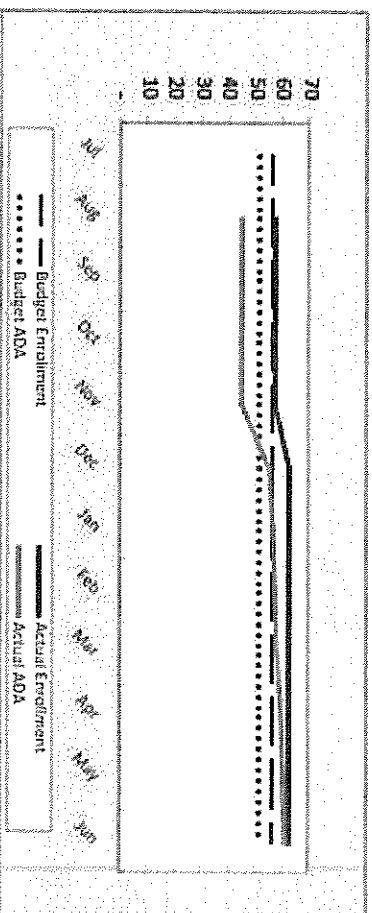
- Attendance and ADA reflect the reported P-1 Data. Ipakanni has 6 less ADA vs Original Budget.
- Revenues are projecting at \$73K lower than Second Interim at \$1.10M.
- Expenses are projecting at \$46K lower than Second Interim at \$1.11M.
- The year-end surplus is projecting at \$(15,460) and is \$5,753 less vs Original Budget.



Enrollment and Attendance

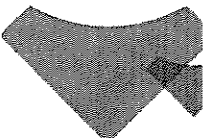


Enrollment & Per Pupil Data			
	Actual	Forecast	Budget
Average Enrollment	NA	63	66
Average ADA	NA	56	62
Attendance Rate	NA	89.0%	93.9%
Unduplicated %	72.3%	72.3%	71.0%
Revenue per ADA		\$21,207	\$16,802
Expenses per ADA		\$20,368	\$16,958



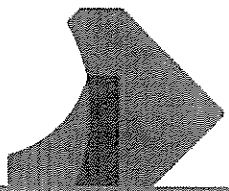
- Enrollment is steady; however, ADA is below budget and improving.

Revenue

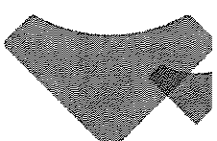


- Revenues decreased by \$73,906 vs Second Interim.
- Revenues are \$60,914 higher than Original Budget.
- Revenues are projected at \$1,109,521.

Revenue	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
State Aid-Rev Limit	\$ 402,303	\$ 438,950	\$ (36,647)	\$ 800,892	\$ 872,556	\$ (71,664)
Federal Revenue	16,763	44,395	(27,632)	49,590	62,172	(12,582)
Other State Revenue	88,771	53,758	35,003	245,716	113,879	131,837
Other Local Revenue	-	-	-	13,322	-	13,322
Total Revenue	\$ 507,837	\$ 537,113	\$ (29,275)	\$1,109,521	\$1,048,607	\$ 60,914



Expenses



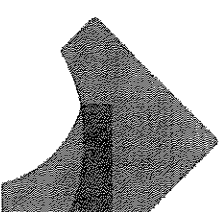
Expenses decreased by \$46K vs Second Interim and are projecting at \$1.12M at Second Interim.

Personnel costs are \$63,767 higher than Original Budget.

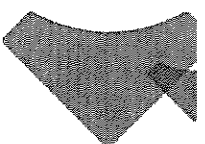
Books and Supplies \$11K higher than Original Budget.

Subagreement Services are \$180K higher than Original Budget.

Expenses	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Certificated Salaries	\$ 269,719	\$ 199,354	\$ (70,364)	\$ 389,607	\$ 284,792	\$ (104,815)
Classified Salaries	64,452	92,158	27,706	83,981	131,655	47,674
Benefits	101,595	100,304	(1,291)	151,517	144,891	(6,626)
Books and Supplies	27,150	39,606	12,456	58,008	47,000	(11,008)
Subagreement Services	132,246	17,279	(114,967)	206,944	26,800	(180,144)
Operations	28,244	32,267	4,023	37,015	48,400	11,385
Facilities	40,986	36,800	(4,186)	62,120	55,200	(6,920)
Professional Services	71,533	213,629	142,096	121,751	319,577	197,826
Depreciation	2,134	-	(2,134)	14,039	-	(14,039)
Interest	-	-	-	-	-	-
Total Expenses	\$ 738,058	\$ 731,396	\$ (6,661)	\$1,124,981	\$1,058,314	\$ (66,667)



Fund Balance

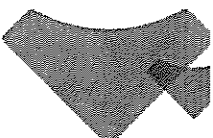


- Surplus forecasted at \$(15,460), which is \$5,753 lower vs Original Budget.
- Ending fund balance at is projected at \$327,342 which is \$5,753 lower vs Original Budget.

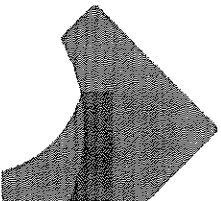
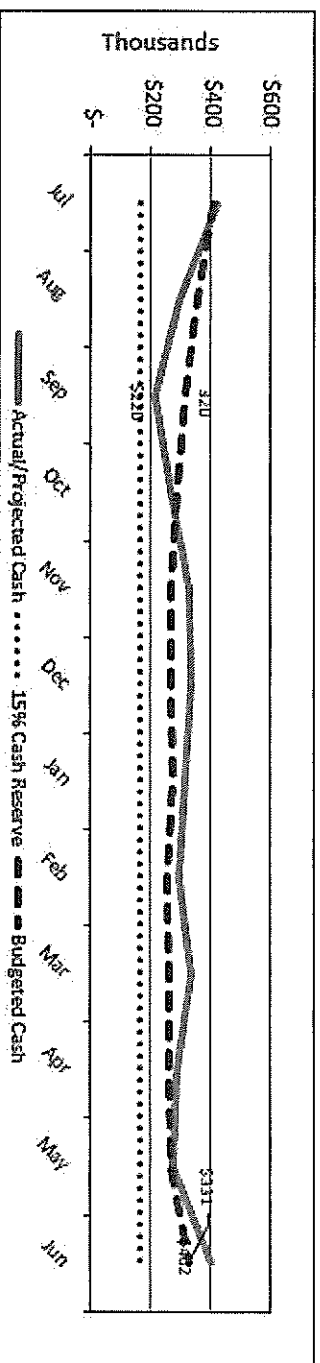
	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Total Surplus(Deficit)	\$ (230,221)	\$ (194,283)	\$ (35,937)	\$ (15,460)	\$ (9,707)	\$ (5,753)
Beginning Fund Balance	342,803	342,803		342,803	342,803	
Ending Fund Balance	\$ 112,582	\$ 148,520		\$ 327,342	\$ 333,096	
<i>As a % of Annual Expenses</i>	10.0%	14.0%		29.1%	31.5%	



Cash Balance



- February Cash Balance was \$301,440 | 27% of Expenses
- End of Year Cash balance is projected to be \$402,452 | 36% of expenses



Appendices

- Monthly Cash Flow / Forecast 24-25
- Budget vs. Actual
- Statement of Financial Position
- Statement of Cash Flows
- Check Register
- Forecast
- Compliance Reminder (60-day)

Ipakanni

Budget vs Actual

For the period ended February 28, 2025

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenues							
State Aid - Revenue Limit							
LCFF State Aid	\$ 48,158	\$ 61,486	\$ (13,328)	\$ 294,298	\$ 375,748	\$ (81,450)	\$ 751,978
Education Protection Account	-	-	-	59,276	6,241	53,035	12,482
In Lieu of Property Taxes	6,721	7,857	(1,136)	48,729	56,961	(8,232)	108,097
Total State Aid - Revenue Limit	54,879	69,343	(14,464)	402,303	438,950	(36,647)	872,556
Federal Revenue							
Special Education - Entitlement	-	822	(822)	-	5,021	(5,021)	10,048
Title I, Part A - Basic Low Income	6,476	-	6,476	12,763	27,650	(14,887)	27,650
Title II, Part A - Teacher Quality	-	-	-	-	2,224	(2,224)	2,224
Title III - Limited English	-	-	-	-	-	-	10,000
Title V, Part B - PCSGP	-	-	-	-	4,000	(4,000)	4,000
Charter School Facility Incentive Grant	-	688	(688)	-	5,500	(5,500)	8,250
Other Federal Revenue	-	-	-	4,000	-	4,000	-
Total Federal Revenue	6,476	1,509	4,967	16,763	44,395	(27,632)	62,172
Other State Revenue							
State Special Education	-	4,414	(4,414)	-	26,975	(26,975)	53,984
School Facilities (SB740)	(10,981)	-	(10,981)	6,074	19,688	(13,613)	39,375
Mandated Cost	-	-	-	1,726	1,860	(134)	1,860
State Lottery	3,317	-	3,317	3,317	3,530	(213)	15,540
Prior Year Revenue	(460)	-	(460)	55,344	-	55,344	-
Other State Revenue	397	281	116	22,310	1,716	20,594	3,120
Total Other State Revenue	(7,727)	4,695	(12,422)	88,771	53,768	35,003	113,879
Total Revenues	\$ 53,628	\$ 75,547	\$ (21,919)	\$ 507,837	\$ 537,113	\$ (29,276)	\$ 1,048,607
Expenses							
Certificated Salaries							
Teachers' Salaries	\$ 14,335	\$ 16,640	\$ 2,305	\$ 126,296	\$ 116,480	\$ (9,816)	\$ 166,400
Teachers' Extra Duty/Stipends	13,000	500	(12,500)	16,000	3,500	(12,500)	5,000
Administrators' Salaries	21,977	11,339	(10,638)	127,423	79,374	(48,049)	113,392
Total Certificated Salaries	49,312	28,479	(20,833)	269,719	199,354	(70,364)	284,792
Classified Salaries							
Instructional Salaries	12,726	6,509	(6,217)	64,452	45,566	(18,886)	65,095
Supervisors' and Administrators' Salaries	-	6,656	6,656	-	46,592	46,592	66,560
Total Classified Salaries	12,726	13,165	439	64,452	92,158	27,706	131,655
Benefits							
State Teachers' Retirement System, certificated	7,408	6,711	(697)	41,999	46,976	4,977	67,108
Public Employees' Retirement System, classified	2,596	1,761	(835)	13,146	12,326	(820)	17,608
OASDI/Medicare/Alternative, certificated positions	1,273	404	(869)	6,916	2,825	(4,091)	4,036
Medicare/Alternative, certificated positions	900	604	(296)	4,845	4,227	(618)	6,039
Health and Welfare Benefits, certificated positions	3,901	3,333	(568)	27,310	26,667	(643)	40,000
State Unemployment Insurance, certificated	854	854	-	3,298	3,203	(96)	4,270
Workers' Compensation Insurance, certificated	583	583	0	4,081	4,081	0	5,830
Total Benefits	17,515	14,249	(3,265)	101,595	100,304	(1,291)	144,891
Books & Supplies							
Textbooks and Core Materials	-	-	-	-	20,000	20,000	20,000
Books and Reference Materials	-	-	-	-	5,000	5,000	5,000
School Supplies	-	1,667	1,667	9,817	13,333	3,516	20,000
Software	1,776	-	(1,776)	14,157	-	(14,157)	-
Office Expense	71	-	(71)	2,802	-	(2,802)	-
Food Services	-	182	182	374	1,273	899	2,000
Total Books & Supplies	1,847	1,848	2	27,150	39,606	12,456	47,000
Subagreement Services							

Ipakanni

Budget vs Actual

For the period ended February 28, 2025

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Nursing	1,648	1,417	(231)	9,887	11,333	1,447	17,000
Special Education	-	-	-	121,928	-	(121,928)	-
Security	-	164	164	432	1,145	713	1,800
Other Educational Consultants	-	800	800	-	4,800	4,800	8,000
Total Subagreement Services	1,648	2,380	733	132,246	17,279	(114,967)	26,800
Operations & Housekeeping							
Dues & Memberships	-	483	483	3,183	3,867	684	5,800
Insurance	627	1,250	623	6,753	10,000	3,247	15,000
Utilities	1,240	2,083	843	11,479	16,667	5,187	25,000
Janitorial Services	393	133	(260)	1,916	1,067	(849)	1,600
Communications	-	83	83	4,559	667	(3,893)	1,000
Postage and Shipping	-	-	-	353	-	(353)	-
Total Operations & Housekeeping	2,261	4,033	1,772	28,244	32,267	4,023	48,400
Facilities, Repairs & Other Leases							
Rent	4,500	4,375	(125)	34,500	35,000	500	52,500
Additional Rent	-	-	-	-	-	-	-
Equipment Leases	1,055	167	(888)	4,075	1,333	(2,741)	2,000
Repairs and Maintenance	95	58	(37)	2,411	467	(1,944)	700
Total Facilities, Repairs & Other Leases	5,650	4,600	(1,050)	40,986	36,800	(4,186)	55,200
Professional/Consulting Services							
IT	5,474	958	(4,515)	5,474	7,667	2,193	11,500
Audit & Taxes	-	-	-	-	11,800	11,800	11,800
Legal	-	417	417	2,923	3,333	411	5,000
Professional Development	-	360	360	144	2,160	2,016	3,600
General Consulting	-	250	250	1,102	1,500	398	2,500
Special Activities/Field Trips	-	1,333	1,333	1,830	4,000	2,170	4,000
Bank Charges	-	-	-	75	-	(75)	-
Other Taxes and Fees	-	-	-	474	-	(474)	-
Payroll Service Fee	655	-	(655)	4,286	-	(4,286)	-
Management Fee	6,250	6,250	-	50,000	50,000	-	75,000
District Oversight Fee	549	2,080	1,531	4,025	13,168	9,143	26,177
SPED Encroachment	-	15,000	15,000	-	120,000	120,000	180,000
Public Relations/Recruitment	-	-	-	1,200	-	(1,200)	-
Total Professional/Consulting Services	12,928	26,649	13,721	71,533	213,628	142,096	319,577
Depreciation							
Depreciation Expense	267	-	(267)	2,134	-	(2,134)	-
Total Depreciation	267	-	(267)	2,134	-	(2,134)	-
Total Expenses	\$ 104,153	\$ 95,405	\$ (8,748)	\$ 738,058	\$ 731,396	\$ (6,661)	\$ 1,058,314
Change in Net Assets	(50,526)	(19,858)	(30,668)	(230,221)	(194,284)	(35,937)	(9,707)
Net Assets, Beginning of Period	163,108			342,803			
Net Assets, End of Period	\$ 112,582			\$ 112,582			

Ipakanni

Statement of Financial Position

February 28, 2025

	Current Balance	Beginning Year Balance	YTD Change	YTD % Change
Assets				
Current Assets				
Cash & Cash Equivalents	\$ 301,440	\$ 365,863	\$ (64,424)	-18%
Accounts Receivable	30,359	146,551	(116,191.60)	-79%
Public Funding Receivables	47,541	111,017	(63,476.68)	-57%
Prepaid Expenses	22,930	-	22,929.51	0%
Total Current Assets	402,269	623,431	(221,162)	-35%
Long-Term Assets				
Property & Equipment, Net	28,276	30,409	(2,134)	-7%
Deposits	1,679	1,679	-	0%
Total Long Term Assets	29,955	32,089	(2,134)	-7%
Total Assets	\$ 432,224	\$ 655,520	\$ (223,296)	-34%
Liabilities				
Current Liabilities				
Accounts Payable	\$ -	\$ 60	\$ (60)	-100%
Accrued Liabilities	238,526	272,174	(33,647)	-12%
Deferred Revenue	81,115	40,483	40,632	100%
Total Current Liabilities	319,642	312,717	6,925	2%
Total Liabilities	\$ 319,642	\$ 312,717	\$ 6,925	2%
Total Net Assets	112,582	342,803	(230,221)	-67%
Total Liabilities and Net Assets	\$ 432,224	\$ 655,520	\$ (223,296)	-34%

Ipakanni

Check Register

For the period ended February 28, 2025

Check Number	Vendor Name	Check Date	Check Amount
10071	Charter Impact	2/6/2025	\$ 6,490.00
10072	Inland Business Systems	2/6/2025	260.79
10073	Hobbs Pest Solutions, Inc	2/24/2025	95.00
10074	HP Downer Annex, LLC	2/24/2025	4,500.00
10075	Chico Country Day School/ CCDS - Finance	2/27/2025	1,647.77
10076	Inland Business Systems	2/27/2025	372.56
10077	Mendes Supply Company	2/27/2025	345.99
ACH	PG&E	2/5/2025	1,240.45
ACH	Recology Butte Colusa Counties	2/20/2025	393.21
ACH	Blue Shield of California	2/20/2025	3,901.38
ACH	EverBank, N.A.	2/24/2025	145.78

Total Disbursements in February \$ 19,392.93

Ipakanni

Statement of Cash Flows

For the period ended February 28, 2025

	Month Ended 02/28/25	YTD Ended 02/28/25
Cash Flows from Operating Activities		
Change in Net Assets	\$ (50,526)	\$ (230,221)
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Depreciation	267	2,134
Decrease/(Increase) in Operating Assets:		
Public Funding Receivables	(61,442)	63,477
Grants, Contributions & Pledges Receivable	-	116,192
Prepaid Expenses	2,404	(22,930)
Accounts Payable	-	(60)
Accrued Expenses	84,890	(33,647)
Deferred Revenue	5,406	40,632
Total Cash Flows from Operating Activities	(19,001)	(64,424)
Cash Flows from Financing Activities		
Change in Cash & Cash Equivalents	(19,001)	(64,424)
Cash & Cash Equivalents, Beginning of Period	320,441	365,863
Cash and Cash Equivalents, End of Period	\$ 301,440	\$ 301,440

Ipakanni
 Accounts Payable Aging
 February 28, 2025

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	Over 90 Days Past Due	Total
-------------	-----------------------	--------------	----------	---------	--------------------	---------------------	---------------------	-----------------------	-------

									\$ -
Total Outstanding Invoices in February									\$ -

Ipaikanni
60-Day Compliance Calendar
3/1/2023

Area	Due Date	Description	Completed By	Board Must Approve	Signature Required	Additional Information
FINANCE	Board meeting before Feb 28	<p>2024-25 LCAP Mid-year Update - present a report on the annual update to the LCAP and the Budget Overview for Parents on or before February 28 of each year at a regularly scheduled meeting of the governing board of the LEA.</p> <p>The governing board is not required to adopt the mid-year update, however it must be presented to the governing board as part of a non-consent item.</p> <p>The report must include both of the following:</p> <p>All available mid-year outcome data related to metrics identified in the current year's LCAP.</p> <p>All available mid-year expenditure and implementation data on all actions identified in the current year's LCAP.</p> <p>If there is no required template for the mid-year update</p>	Ipaikanni with Charter Impact support	No	No	https://www.cde.ca.gov/fg/rl/
DATA	Feb-01	School Accountability Report Card - All public schools in California are required to prepare an annual SARC (2023/24). SARCs are intended to provide the public with important information about each public school and to communicate a school's progress in achieving its goals. EC Section 35256 requires LEA governing boards to approve SARCs for publications.	Ipaikanni	Yes	No	https://www.cde.ca.gov/fg/rl/
FINANCE	Feb-15	Board of Equalization Property Tax Exemption - Property used exclusively for public schools, community colleges, state colleges, and state universities is exempt from property taxation (article XIII, section 3, subd. (d), Revenue and Taxation Code section 202, subd. (a)(3)). The property is exempt from taxation on the basis of its exclusive use for public school purposes. If the property is not owned by the public school, the owner of the property is required to file a claim for the Lessor's Exemption. If the owner of the property does not claim the exemption, the public school may file the Public School Exemption claim.	Charter Impact	No	Yes	https://www.bpe.ca.gov/propertytaxes/lessor_exemption.htm
FINANCE	Feb-20	Certification of the First Principal Appointment - The Principal Appointment includes funding for the Local Control Funding Formula, the primary source of an LEA's general purpose funding (Special Education AB 802); and funding for several other programs. The First Principal Appointment (P-1), certified by February 20, is based on the first period data that LEAs report to CDE in November through January. P-1 supersedes the Advance Appointment calculations and establishes each LEA's monthly state aid payment for February through May.	FYI	No	No	https://www.cde.ca.gov/fg/rl/
DATA	Feb-28	CAI/PADS - Fall 2 deadline - Please be mindful that Level-2 certification within CAI/PADS means that these data have been reviewed and approved by your superintendent or IIC administrator. Failure to properly review and amend these data in CAI/PADS within the allotted amendment window will result in the improper certification of official Fall 2 data within CAI/PADS, which can impact a number of things, including LCFF funding, student course enrollments, staff assignments and English learner education services. Students' course enrollments, teacher course assignments, staff job assignments, FTE count and English Learner education services are reported datasets.	Charter Impact submits with data provided by Ipaikanni	No	No	https://www.cde.ca.gov/fg/rl/
FINANCE	Set by Authoriser (by Mar 15)	2nd Interim Financial Report - Local educational agencies (LEAs) are required to file two reports during a fiscal year (interim reports) on the status of the LEA's financial health. The first interim report is due December 15 for the period ending October 31. The second is due March 15 for the period ending January 31	Charter Impact	Yes	Yes	https://www.cde.ca.gov/fg/rl/
FINANCE	Mar-01	Every Student Succeeds Act Per-Pupil Expenditure Application - The Elementary and Secondary Education Act of 1965 (ESEA), as reauthorized by the Every Student Succeeds Act (ESSA), requires state educational agencies (SEAs) and their local educational agencies (LEAs) to prepare and publish annual report cards that contain specified data elements, including LEA and school-level per pupil expenditures (PPE).	Charter Impact	No	No	https://www.cde.ca.gov/fg/rl/
DATA	Mar-07	CRDC - 2023-24 Submission Window (Dec 9, 2024 - Mar 7, 2025) - The CRDC collects key information on civil rights indicators, including student enrollment and educational programs and services, most of which is disaggregated by race and ethnicity, sex, limited English proficiency, and disability status.	Ipaikanni	No	No	https://eds.communities.cde.ca.gov/line-items
FINANCE	Apr-01 or sooner based on Authorizer	Audit Firm Selection - In accordance with Education Code (EC) Section 41020 (b) (3), if the governing board of a Local Educational Agency (LEA) does not have an audit contract in place by April 1, the County Superintendent of Schools, having jurisdiction over the LEA, shall provide for the audit and charge the LEA's fund for the cost incurred	Ipaikanni with Charter Impact support	Yes	No	https://leginfo.ca.gov/pub/19020_19100/bawc_cde_01_001_19100_0000_0000_0000_section_01020_bawc_cde_01_001.html
FINANCE	Apr-01	File a Form 700- Statement of Economic Interests (SEI): The requirement is part of the Political Reform Act enacted in 1974, which was passed by California voters to promote integrity in state and local government by helping agency decision makers avoid conflicts between their personal interests and official duties. Depending on your local authorizer's conflict of interest policies, certain charter school officers and employees may be required to file Statements of Economic Interest with a filing officer by the April 1 deadline.	Ipaikanni	Yes	Yes	https://www.ipoc.ca.gov/Form700.html
FINANCE	Apr-05	Year 5 ESSER and GEER Annual Reporting - The Year 5 ESSER and GEER Annual Reports are applicable to activities and expenditures that occurred July 1, 2023 – June 30, 2024. Local educational agencies (LEAs) are required to report to the California Department of Education (CDE) on funds received through the CARES Act, the CRFSA Act, and the ARP. [ESSER I, GEER, ESSER II, ESSER III]. Year 4 Annual Reporting is anticipated to open March 2025 and close April 2025.	Charter Impact with Ipaikanni support	No	No	https://www.cde.ca.gov/fg/rl/reporting.asp

FINANCE	Apr-15	Federal Stimulus Reporting - Local educational agencies (LEAs) are required to report to the California Department of Education (CDE) on funds received from ESSER II and ESSER III. LEAs are required to report corrections for the period through September 30, 2024.	Charter Impact with Ipkarnii support	No	No	https://www.cde.ca.gov/ip/cr/reporting.asp
FINANCE	Apr-30	ASES - 3rd Quarter Expenditure Report - The ASES Program funds the establishment of local after school education and enrichment programs. These programs are created through partnerships between schools and local community resources to provide literacy, academic enrichment and safe constructive alternatives for students in kindergarten through ninth grade (K-9).	Charter Impact or After-School Provider	No	No	https://www.cde.ca.gov/ls/av/assfundsdate.asp
FINANCE	Apr-30	Federal Cash Management - Period 4 - Title I, Part A; Title I, Part D, Subpart 2; Title II, Part A; Title III LEP; Title III Immigrant; and Title IV programs under the Elementary and Secondary Education Act of 1965 (ESEA), as amended by the ESSA, will utilize the Federal Cash Management program. Charter schools that are awarded a grant under any of these programs must submit the CMDC report for a particular quarter in order to receive an appropriation for that quarter. CDE will apportion funds to LEAs whose cash balances below a certain threshold.	Charter Impact	No	No	https://www.cde.ca.gov/ls/av/assfundsdate.asp

This list is intended to be as comprehensive as possible for financial items, but the addition of new state funds and additional compliance tracking is complicated and ever-changing. If we become aware of additional due dates for financial items, we will be sure to update you. If there are compliance items for programmatic reporting, Charter Impact is often left off the emails from the CDE, so please be sure to read any correspondence you receive from the CDE, as well as aggregating information from other sources - California Charter-School Association, Charter-School Development Center, School Services of California, etc. to stay on top of the charter reporting landscape.