

Appendix and Attachments to Barack Obama Charter School Petition
 BARACK OBAMA CHARTER SCHOOL RENEWAL PETITION

**APPENDIX A:
 SCHOOL CALENDAR**



2014-2015 Calendar/ Calendario

August							December							April						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2		1	2	3	4	5	6				1	2	3	4
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
24	25	26	27	28	29	30	28	29	30	31				26	27	28	29	30		
31												15							19	

September							January							May						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6					1	2	3						1	2
7	8	9	10	11	12	13	4	5	6	7	8	9	10	3	4	5	6	7	8	9
14	15	16	17	18	19	20	11	12	13	14	15	16	17	10	11	12	13	14	15	16
21	22	23	24	25	26	27	18	19	20	21	22	23	24	17	18	19	20	21	22	23
28	29	30					25	26	27	28	29	30	31	24	25	26	27	28	29	30
						21						15	31						20	

October							February							June						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4									1	2	3	4	5	6
5	6	7	8	9	10	11	1	2	3	4	5	6	7	7	8	9	10	11	12	13
12	13	14	15	16	17	18	8	9	10	11	12	13	14	14	15	16	17	18	19	20
19	20	21	22	23	24	25	15	16	17	18	19	20	21	21	22	23	24	25	26	27
26	27	28	29	30	31		22	23	24	25	26	27	28	28	29	30				5
						23						15								

November							March						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1							
2	3	4	5	6	7	8	1	2	3	4	5	6	7
9	10	11	12	13	14	15	8	9	10	11	12	13	14
16	17	18	19	20	21	22	15	16	17	18	19	20	21
23	24	25	26	27	28	29	22	23	24	25	26	27	28
30						17	29	30	31			20	

<u>U.S. Holidays</u>	
9/1	Labor Day
11/11	Veterans Day
11/27-11/28	Thanksgiving Day
12/22-1/2	Winter Break
1/19	Martin Luther King Day
2/16	Presidents' Day
3/30-4/3	Spring Break
5/25	Memorial Day
178	Total Instructional Days

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**APPENDIX B:
SAMPLE SCORING GUIDE AND CAPACITY MATRIX**

Sample Scoring Guide

**Strand: Reading
Measurement Topic: Expository Comprehension (.02)
LA.03.02.03.01**

Score 4.0

In addition to Score 3.0, in-depth inferences and applications that go beyond what was taught such as...

- Summarizes, and infers deeper meaning from text.

Score 3.5 In addition to Score 3.0 performance, in-depth inferences and applications with partial success.

Score 3.0

While engaged in expository reading tasks, the learner...

- Recalls facts from a nonfiction text that expands on the main idea of the text.

The learner exhibits no major errors or omissions.

Score 2.5 No major errors or omissions regarding the simpler details and process and partial knowledge of the more complex ideas and processes.

Score 2.0 There are no major errors or omissions regarding the simpler details and processes while the learner is...

- Recognizing or recalling specific terminology such as...
 - Facts, main idea, nonfiction, summarize.
- Recognizing or recalling isolated details and performing basic processes such as...
 - Recalls information from text.

However, the learner exhibits major errors or omissions regarding the more complex ideas and processes.

Score 1.5 Partial knowledge of the simpler details and processes, but major errors or omissions regarding the more complex ideas and procedures.

Score 1.0 With help, a partial understanding of some of the simpler details and processes and some of the more complex ideas and processes.

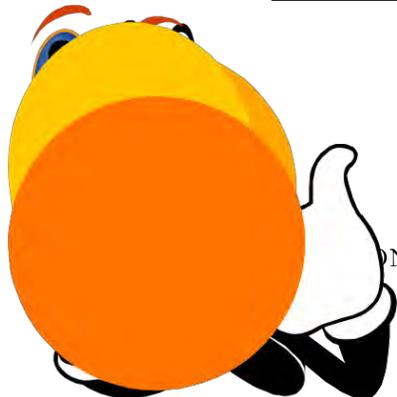
Score 0.5 With help, a partial understanding of some of the simpler details and processes but not the more complex ideas and processes.

Score 0.0 Even with help, no understanding or skill demonstrated.

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Sample Capacity Matrix

Name:		Date Started:		Date Completed:		
Subject:		Level:		Teacher:		
Learning Target: MA.04.01.06.01 Creates different combinations of currency and coins that should not exceed \$100.00 (e.g., trading, adding, subtracting with money) (Colorado Math Standard 3.6.2b, 4.1.1b, 4.1.5b)	1	2	3	4	<i>What is my evidence? I can show what I know</i>	Teacher Sign off/Date
	Emerging	Partially Proficient	Proficient	Advanced		
	I need help.	I think I can.	I can do it!	I can explain it to a friend.		
I can create combinations of currency and coins that do not exceed \$100.00						
I can add combinations of currency and coins that do not exceed \$100.00						
I can trade combinations of currency and coins that do not exceed \$100.00						
I can make change using combinations of currency and coins not exceeding \$100.00						
Score 4 -						



**APPENDIX C:
SAMPLE LESSON PLANS**

**PRACTICE ASKING QUESTIONS ABOUT TEXT
AND MAKING PREDICTIONS**
Kindergarten

Objective:

Students will practice asking questions about text and using pictures and context clues to make predictions about story content.

Standards:

Reading Comprehension

- 2.2 Use pictures and context to make predictions about story content.
- 2.3 Connect to life experiences the information in texts.
- 2.4 Ask and answer about essential elements of a text.

Literary Response and Analysis

- 3.3 Identify characters, settings, and important events.

Anticipatory Set:

Teacher shows students the book, *Annabelle Swift, Kindergarten*, reads the title and shows them the first few pages. “Do you have any idea what this story is about from just looking at the first pictures?” Teacher reminds the students that good readers often browse before they read to get an idea of what the story is about.

Purpose:

“Remember that an important purpose for reading is to find out information. Listen carefully to find out if Lucy has good advice for Annabelle.”

Input:

“This week we will read *Annabelle Swift, Kindergarten*. We will make predictions about what we think will happen to Annabelle. Next week we will read the story again and see if our predictions were correct.”

Modeling:

Teacher will read the beginning of the story and model the Comprehension Strategies of asking questions and predicting as outlined in the Open Court Reading and Responding section. Teacher will model filling in a chart to record the first prediction.

Check for Understanding:

The teacher asks a student to model asking questions for the class. Teacher asks, “What do we do when we predict what will happen?”

Guided Practice:

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Teacher will read the story helping children ask questions and make predictions. As predictions are made, teacher will chart them on sentence strips. On the second reading, teacher will guide students in confirming their predictions. Students will place a happy face on predictions confirmed and an unhappy face on predictions not confirmed.

Independent Practice:

Students will tell the teacher and aide what they thought would happen to them as they prepared to begin Kindergarten this year. Teacher will write what they had predicted would happen to them and what happened. Students will place a happy face on confirmed predictions and an unhappy face on non-confirmed predictions.

Closure:

Students will compare their first day of Kindergarten with Annabelle's.

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PRACTICE CONSTRUCTING AN INFORMATION MAP
First Grade

Objective:

Students will construct an information map or maps about animals.

Standards:

Reading Comprehension:

- 2.2 Respond to who, what, when, where, and how questions.
- 2.6 Relate prior knowledge to textual information.
- 2.7 Retell the central ideas of simple expository or narrative passages.

Anticipatory Set:

“Would you like to be the author of your very own information book answering your questions about your favorite animal?”

Purpose:

“We will read a selection and learn more about raccoons.” Teacher will invite students to supply questions about raccoons they want to have answered. The teacher will chart questions and tell students that they will return to these questions after reading the selection.

Input:

“We will be using an information map to answer questions about animals. We will write the name of the animals in a large box and write facts about the animals in smaller boxes.” The teacher will draw a rectangular box on the chalkboard with spokes coming out of the bottom and draw three or four smaller boxes beneath it.

Modeling:

“This week we will read a selection about raccoons in our *Open Court Big Book, Animals*. When we finish the selection, we will complete our information map on raccoons.”

Check for Understanding:

Teacher will ask students what kinds of information they will write on the information map. Students will understand that the large box has the name of the animal and the small boxes have the facts about the animal.

Guided Practice:

The teacher reads the selection modeling *Asking Questions* Comprehension Strategies. The teacher leads students in a discussion of the selection and reviews the questions the children had and asks which questions were answered as the children read the selection. The teacher will ask students what the selection was about and write the answer (baby raccoons or how babies find food) in the big box. The teacher will then ask for details and write them in the small boxes.

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Independent Practice:

Students will write the information map on raccoons in their Writing Journals. Teacher will tell students that their mission is to construct an information map about an animal they choose after they have answered questions about the animal.

Closure:

Students will share their information map with a partner.

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**PRACTICE RECOGNIZING CAUSE AND EFFECT
RELATIONSHIPS IN A TEXT**
Second Grade

Objective:

Students will recognize cause and effect relationships in a text.

Standards:

Reading Comprehension:

- 2.4 Ask clarifying questions about essential textual elements of exposition.
- 2.5 Restate facts and details in the text to clarify and organize ideas.
- 2.6 Recognize cause-and-effect relationships in a text.

Anticipatory Set:

Teacher asks: “When the bell rings for recess, what do we do?”

Purpose:

Teacher will remind students that a cause makes something happen. What happens in an effect? “Lining up to go to recess is the effect and the bell ringing was the cause.”

Input:

We will review our *Open Court* expository article, *What Color is Camouflage*, today and practice identifying things that happen and what makes them happen.

Modeling:

“This week when we read *What Color is Camouflage?*, we looked at facts and details to clarify and answer some of our questions.” Using a Cause and Effect graphic organizer, teacher models writing the cause and effect for the bell ringing and lining up for recess. The teacher gives the example, “A mother cat meows and her kittens come running. Her meow causes the kitten to come running, which is the effect.” Teacher fills in information on the chart.

Check For Understanding:

The teacher asks the students to give examples of something happening and what causes it to happen. Students can identify where to chart the action and what causes it to happen.

Guided Practice:

The teacher will guide students through cause and effect practice in the comprehension skills section of the teacher guide to *Open Court*. Using the graphic organizer, teacher continues to chart responses.

Independent Practice:

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Students will complete the practice section for Cause and Effect in their Reading and Writing Workbooks.

Closure:

Students will write their own sentence that shows a cause and effect. They will draw an illustration for the picture.

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Practice Identifying Story Elements Using a Lotus Diagram 3rd Grade

Objective:

Students will practice identifying story elements using a Lotus Diagram.

Standards:

Reading Comprehension:

- 2.6 Demonstrate comprehension by identifying answers in the Text.
- 2.7 Extract appropriate and significant information from the Text, including problems and solutions.

Literary Response and Analysis:

- 3.2 Comprehend basic plots of classic fairy tales, myths, folktales, legends and fables from around the world.
- 3.3 Determine what characters are like by what they say or do and by how the author portrays them.
- 3.4 Determine the underlying theme or author's message in a fictional text.

Anticipatory Set:

Teacher asks students: "Can you remember the Elements of a story that we try to identify whenever we read a story?"

Purpose:

"We will be reviewing these today and practicing identifying them in a story."

Input:

"We will be using a Lotus Diagram to write down all of our information. We will write about the characters, setting, problem and solution, the beginning, middle and ending of the story, and theme."

Modeling:

"This week we read the story Cinderella in our Open Court book. Let's talk about the story elements for that book and write them on the Lotus Diagram on the board." The

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teacher models for the box about the characters and the setting, listing information from the story in each box.

Check for Understanding:

The teacher asks the students what kind of information they will write on the Lotus Diagram. Students will understand that each box is like a question about the story and they must answer it with details from the story.

Independent Practice:

Students will fill in the Lotus Diagram.

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**PRACTICE WRITING SUMMARIES OF A READING
SELECTION
Fourth Grade**

Objective:

Students will write summaries of a reading selection focusing on the main idea and most significant details using a Lotus Diagram for reference.

Standards:

Literary Response and Analysis:

- 3.2 Identify the main events of the plot, their causes, and the influence of each event on future actions.
- 3.3 Use knowledge of the situation and setting and of a character's traits and motivations to determine the causes for that character's actions.

Writing Applications:

- 2.4 Write summaries that contain the main ideas of the reading selection and the most significant details.

Anticipatory Set:

“Do you remember how to identify main ideas and supporting details in a story?”

Purpose:

“We will use information from the Lotus Diagram we completed on the Sarah Plain and Tall in our OCR Book to write summaries focusing on main ideas and most significant details.”

Input:

“As we review Sarah Plain and Tall and the information on our Lotus Diagram, we will identify the main events of the past, their causes and the influence of each event to help us write our summaries.”

Modeling:

At the beginning of our story Caleb questions Anna about his mother. Many things are said in this conversation and some things Anna thinks but does not say. Teacher models by charting the event and details explaining that we will look back at each event in the story and the details of the event.

Check for Understanding:

The teacher asks the student what kind of information they will chart to prepare for the writing of their summaries. Students will understand that each major event will have its

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specific details as they progress through the story. These events and their causes influence future events.

Guided Practice:

Students work in small groups of four reading the story and developing their charts. Volunteer groups share and chart their ideas on the class chart started by the teacher.

Independent Practice:

Using their Lotus Diagrams and Main Event / Details Charts, each group will write a summary of Sarah Plain and Tall.

Closure:

Each group will share their summaries with the class.

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**Drivers and Preventers Lesson Plan for a Unit on the American Revolution
Grade 5**

Objective:

Students will utilize the Drivers and Preventers quality tool to demonstrate their understanding of the American Revolution and review for a test.

Standards:

Social Studies:

5.6 Students understand the course and consequences of the American Revolution.

1. Identify and map the major military battles, campaigns, and turning points of the Revolutionary War, the roles of the American and British leaders, and the Indian leaders' alliances on both sides.
2. Describe the contributions of France and other nations and of individuals to the out-come of the Revolution (e.g., Benjamin Franklin's negotiations with the French, the French navy, the Treaty of Paris, The Netherlands, Russia, the Marquis Marie Joseph de Lafayette, Tadeusz Ko' sciuszko, Baron Friedrich Wilhelm von Steuben).
3. Identify the different roles women played during the Revolution (e.g., Abigail Adams, Martha Washington, Molly Pitcher, Phillis Wheatley, Mercy Otis Warren).
4. Understand the personal impact and economic hardship of the war on families, problems of financing the war, wartime inflation, and laws against hoarding goods and materials and profiteering.
5. Explain how state constitutions that were established after 1776 embodied the ideals of the American Revolution and helped serve as models for the U.S. Constitution.
6. Demonstrate knowledge of the significance of land policies developed under the Continental Congress (e.g., sale of western lands, the Northwest Ordinance of 1787) and those policies' impact on American Indians' land.
7. Understand how the ideals set forth in the Declaration of Independence changed the way people viewed slavery.

Anticipatory Set:

Teacher asks students if it was easy for the Revolutionary Army to win the war.

Input:

- Class discusses the fact that there were things that helped the Revolutionary Army, but also things that worked against them.
- Teacher introduces the drivers and preventers tool, and writes the goal "Revolutionary Army winning the American Revolution" at the top of the chart.

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- Teacher explains that drivers are things that helped them meet their goal of winning the war and preventers are things that worked against them.

Modeling:

- The teacher says, “One thing that helped the Revolutionary Army win the revolution was their victory at Valley Forge.” The teacher writes this on the side of the chart that says drivers.
- The teacher then models an example for the preventers side of the chart, such as the British invading the south and capturing Savannah, GA.

Guided Practice:

- The students provide examples to add to the chart and the teacher asks the class which side of the chart they belong on.
- The students work in groups to complete their own Drivers and Preventers chart. They can use their books as a resource.

Check for Understanding:

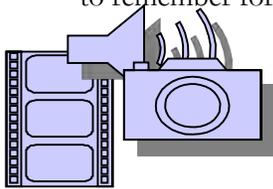
- The teacher checks in with each group to see that their ideas are on target and that they understand the concept of Drivers and Preventers.
- Using a round robin method each group will share out ideas to add to the classroom chart until all ideas have been shared.

Independent Practice:

- Students are given another Drivers and Preventers Chart that has the goal “The British beating the Revolutionary Army” written at the top of the chart. The teacher explains that looking at the war from the opposite perspective also helps to identify key battles and things that affected the war.
- Students begin this chart in class and complete it independently for homework.

Closure:

- Share with your partner something that you learned today that you feel you need to remember for the test.



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**APPENDIX D:
PERSONNEL HANDBOOK**



Employee Handbook

1726 E. 117th St., Los Angeles, CA 90059
Phone: (323) 566-1965

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INTRODUCTION TO HANDBOOK

This Handbook is designed to help employees get acquainted with Ingenium Schools. It explains some of our philosophies and beliefs and describes in general terms some of our employment guidelines. Although this Handbook is not intended to be an exclusive or comprehensive policies and procedures manual we hope that it will serve as a useful reference document for employees throughout their employment at Ingenium Schools. Employees should understand, however, that this Handbook is not intended to be a contract (express or implied); nor is it intended to otherwise create any legally enforceable obligations on the part of Ingenium Schools or its employees. In no way does the Handbook replace any official plan documents (e.g., health insurance, retirement plan, etc.) or insurance contracts, which will govern in all cases. This Handbook supersedes and replaces all previous personnel policies, practices, and guidelines.

Ingenium Schools reserves full discretion to add to, modify, or delete provisions of this Handbook or the policies and procedures on which they may be based at any time without advance notice. Ingenium Schools also reserves the right to interpret any of the provisions set forth in this Handbook in any manner it deems appropriate.

This Handbook is the property of Ingenium Schools and it is intended for personal use and reference by employees of Ingenium Schools.

Employees should sign the acknowledgment form in this Handbook and return it to the Office Manager. This will provide Ingenium Schools with a record that each employee has received this Handbook.

CONDITIONS OF EMPLOYMENT

Equal Employment Opportunity Is Our Policy

Ingenium Schools is an equal opportunity employer. It is the policy of Ingenium Schools to afford equal employment and advancement opportunity to all qualified individuals without regard to race, creed, color, religion, national origin, ancestry, sex, sexual orientation, age, physical or mental disability, marital status, citizenship status, medical condition, or any other legally protected status. This policy extends to all employees and to all aspects of the employment relationship including the hiring of new employees and the training, transfer, promotion, compensation, and benefits of existing employees.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, Ingenium Schools will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact an Ingenium Schools representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. Ingenium Schools then will conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform his or her job. Ingenium Schools will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship Ingenium Schools will make the accommodation.

Employment At-Will

Unless stated expressly otherwise by employment contract, it is the policy of Ingenium Schools that all employees are considered “at-will” employees. Accordingly, either Ingenium Schools or the employee may terminate this relationship at any time, for any reason, with or without cause, and with or without advance notice.

Nothing contained in this Handbook, employment applications, memoranda, or other materials provided to employees in connection with their employment shall require Ingenium Schools to have “cause” to terminate an employee or otherwise restrict Ingenium Schools’ right to release an employee from their at-will employment with Ingenium Schools. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict Ingenium Schools’ right to terminate at-will. No Ingenium Schools representative other than the Board of Trustees or its designee is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with Ingenium Schools that are not consistent with Ingenium Schools’ policy regarding “at will” employment.

This policy shall not be modified by any statements contained in this Handbook or employee applications, memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined or any employment

practices shall create an express or implied contract of employment for a definite period or an express or implied contract concerning any terms or conditions of employment.

Policy Prohibiting Harassment and Sexual Harassment

Ingenium Schools is committed to providing a work and educational atmosphere free of unlawful harassment. Ingenium Schools' policy prohibits sexual harassment and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, creed, color, gender, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation. Ingenium Schools will not condone or tolerate harassment of any type by any employee, independent contractor, or other person with which Ingenium Schools does business with. This policy applies to all employee actions and relationships regardless of position or gender. Ingenium Schools will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action if warranted.

Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment; or
- Deferential or preferential treatment based on any of the protected classes above.

Prohibited Unlawful Sexual Harassment

In accordance with existing policy, discrimination on the basis of gender is prohibited. All persons, regardless of gender, are afforded equal rights and opportunities and freedom from unlawful discrimination in education programs or activities conducted by Ingenium Schools.

Ingenium Schools is committed to provide a workplace free of sexual harassment and considers such harassment to be a major offense that may result in disciplinary action up to and including dismissal of the offending employee.

Sexual harassment consist of sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature when: (1) submission of the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

It is also unlawful to retaliate in any way against an employee who has articulated a good faith concern about sexual harassment against him or her by another individual.

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff will receive sexual harassment training and/or instruction concerning sexual

- Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy.

Complainants and witnesses under these policies will be protected from further harassment and will not be retaliated against in any aspect of their employment due to their participation, filing of a complaint, or reporting sexual harassment.

Ingenium Schools will investigate complaints promptly and provide a written report of the investigation and decision as soon as practicable. The investigation will be handled in as confidential a manner as possible consistent with a full, fair, and proper investigation.

While in most situations a personal relationship is a private matter these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities.

Drug-Free Workplace

Ingenium Schools is committed to providing a drug and alcohol free workplace and to promoting safety in the workplace, employee health and well-being, customer confidence, and a work environment that is conducive to attaining high work standards. The use of drugs and alcohol by employees, whether on or off the job, jeopardizes these goals since it adversely affects health and safety, security, productivity, and public confidence and trust. Drug or alcohol use in the workplace is extremely harmful to workers.

The bringing to the work place, possession, or use of intoxicating beverages or drugs on any school premises is prohibited and will result in disciplinary action up to and including termination.

Work Schedule

Business hours are normally 8:00 a.m. – 5:00 p.m. Monday through Friday. The regular workday schedule for non-exempt employees is 8 hours; the regular workweek schedule is forty (40) hours. Exempt employees are generally expected to be present during business hours and to commit whatever additional time is necessary to satisfactorily complete all job requirements.

Meal Periods

Non-exempt employees are provided with at least a 30-minute meal period to be taken approximately in the middle of the workday. Your supervisor should be aware of and approve your scheduled meal and rest periods.

You are expected to observe your assigned working hours and the time allowed for meal and rest periods. Do not leave the premises during your rest period and do not take more than ten (10) minutes for each rest period. You may leave the premises during the meal period.

Attendance and Tardiness

All employees, whether exempt or non-exempt, are expected to arrive at work consistently and on time. Absenteeism and tardiness negatively affects Ingenium Schools' ability to implement its educational program and disrupts consistency in students' learning.

If you find it necessary to be absent or late you are expected to telephone the Office Manager as soon as possible but no later than one-half hour before the start of the workday. If you are absent from work longer than one day you are expected to keep the Office Manager informed of your situation.

As noted in the section of this Handbook concerning prohibited conduct, excessive or unexcused absences or tardiness may result in disciplinary action up to and including release from at-will employment with Ingenium Schools. Absence for more than three (3) consecutive days without notifying the Office Manager will be considered a voluntary resignation from employment.

Time Cards/Records

By law, Ingenium Schools is obligated to keep accurate records of the time worked by non-exempt employees. Such employees shall be required to utilize Ingenium Schools' time card system.

Non-exempt employees must accurately clock in and out of their shifts as this is the only way the payroll department knows how many hours each employee has worked and how much each employee is owed. The time card indicates when the employee arrived and when the employee departed. All non-exempt employees must clock in and out for arrival and departure along with lunch and for absences like doctor or dentist appointments. All employees are required to keep the office advised of their departures from and returns to school premises during the workday.

Non-exempt employees are solely responsible for ensuring accurate information on their time cards and remembering to record time worked. If an employee forgets to mark their time card or makes an error on the time card, the employee must contact the Office Manager to make the correction and such correction must be initialed by both the employee and the Office Manager.

No one may record hours worked on another's worksheet. Any employee who tampers with his/her own time card or another employee's time card may be subjected to disciplinary action up to and including release from at-will employment with Ingenium Schools.

Use of E-Mail, Voicemail and Internet Access

Ingenium Schools will permit employees to use its electronic mail, voicemail systems and Internet access subject to the following:

1. Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols.
2. The E-mail system and Internet access is not to be used in any way that may be disrupt-

tive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs, or political beliefs may not be displayed or transmitted.

3. Employees should not attempt to gain access to another employee's personal file of E-mail or voicemail messages without the latter's express permission.
4. School staff will not enter an employee's personal E-mail files or voicemail unless there is a business need to do so. Ingenium Schools retains a copy of all passwords; passwords unknown to Ingenium Schools may not be used. System security features, including passwords and delete functions, do not neutralize Ingenium Schools' ability to access any message at any time. Employees must be aware that the possibility of such access always exists.

Personal Business

Ingenium Schools' facilities for handling mail and telephone calls are designed to accommodate school business. Please have your personal mail directed to your home address and limit personal telephone calls to an absolute minimum. Personal calls should not be made outside your immediate dialing area. Do not use school material, time, or equipment for personal projects.

Conflict of Interest

All employees must avoid situations involving actual or potential conflict of interest.

An employee involved in any relationships or situations which may constitute a conflict of interest should immediately and fully disclose the relevant circumstances to the Executive Director or the Board of Trustees for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined Ingenium Schools may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

Personal Appearance/Standards of Dress for Faculty Members

Teachers serve as role models. They should therefore maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming.

Staff is encouraged, during school hours, to wear clothing that will add dignity to the educational profession, present an image consistent with their job responsibilities, and not interfere with the learning process. Accordingly, all staff shall adhere to the following standards of dress:

- 1) Clothing and jewelry must be safe and appropriate to the educational environment. All clothing must be clean and in good repair. Slits or tears in pants or other articles of clothing are not permitted except for modest slits in women's dresses or skirts that are no higher than three inches above the knee.

- 2) Head coverings, including hats of any kind, except those worn for religious or safety reasons, are not to be worn inside school buildings including assemblies, classrooms, labs and offices. Hats may be worn outside for sun protection (Cal. Ed. Code §35183.5). All hats are to be removed upon entering school buildings. For exceptions to this policy, prior approval must be granted by the Principal.
- 3) Slacks and shorts are to be worn on the waist with no portion of an undergarment showing. Jeans are not permitted. Shorts should be modest in length and should be no higher than three inches above the knee.
- 4) Skirts and dresses should be no higher than three inches above the knee.
- 5) All tops must be appropriate to the work environment and should be clean, neat, and provide proper coverage.
- 6) For safety purposes, earrings must not dangle more than one inch below the ear.
- 7) Clothing or jewelry with logos that depict and/or promote gangs (as defined in Cal. Ed. Code §35183), drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.
- 8) Appropriate shoes must be worn at all times.

Smoking

Ingenium Schools' facilities are all no smoking facilities.

THE WORKPLACE

Health and Safety Policy

Ingenium Schools is committed to providing and maintaining a healthy and safe work environment for all employees.

You are required to know and comply with Ingenium Schools' General Safety Rules and to follow safe and healthy work practices at all times. You are required to report immediately to the Principal any potential health or safety hazards, and all injuries or accidents.

In compliance with Proposition 65, Ingenium Schools will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

Criminal Background Checks

As required by law, all individuals working or volunteering at Ingenium Schools will be required to submit to a background criminal investigation. No condition or activity will be permitted that may compromise Ingenium Schools' commitment that the safety and the well-being of students

takes precedence over all other considerations. Conditions that preclude working at Ingenium Schools include conviction of a controlled substance or sex offense or a serious or violent felony. Additionally, should an employee, during his/her employment with Ingenium Schools, be convicted of a controlled substance or sex offense or serious or violent felony the employee must immediately report such a conviction to the Executive Director.

Tuberculosis Testing

All employees of Ingenium Schools must submit written proof from a physician of an examination for tuberculosis (TB) within the last sixty (60) days showing that they are free of active TB. The examination for tuberculosis consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs or, in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB examination at least once every two (2) years. All volunteers will be required to undergo a TB examination at least once every four (4) years. TB examination is a condition of initial employment and the cost of the exam will be borne by the applicant.

Food handlers will be required to have annual TB exams. Documentation of employee and volunteer compliance with TB exams will be kept on file in the office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing student services to Ingenium Schools will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with School students.

Security Protocols

Ingenium Schools has developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas. Report any suspicious persons or activities to the campus principal. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuable or personal articles around your work station that may be accessible. The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks. You should immediately notify the Office Manager when keys are missing or if security access codes or passes have been breached.

Occupational Safety

Ingenium Schools is committed to the safety of its employees, vendors, contractors and the public and to providing a clear safety goal for management.

The prevention of accidents is the responsibility of every School supervisor. It is also the duty of all employees to accept and promote the established safety regulations and procedures. Every effort will be made to provide adequate safety training. If an employee is ever in doubt how to perform a job or task safely, assistance should be requested. Unsafe conditions must be reported immediately.

It is the policy of Ingenium Schools that accident prevention shall be considered of primary importance in all phases of operation and administration. Ingenium Schools' management is required to provide safe and healthy working conditions for all employees and to establish and require the use of safe practices at all times.

Failure to comply with or enforce School safety and health rules, practices and procedures could result in disciplinary action up to and including possible termination.

Accident/Incident Reporting

It is the duty of every employee to immediately or as soon as is practical report any accident or injury occurring during work or on School premises so that arrangements can be made for medical or first aid treatment as well as for investigation and follow-up purposes.

Reporting Fires and Emergencies

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by calling management. In addition, all employees should know the local emergency numbers such as 911.

EMPLOYEE WAGES AND HEALTH BENEFITS

Payroll Withholdings

As required by law, Ingenium Schools shall withhold Federal Income Tax, State Income Tax, Social Security (FICA) and State Disability Insurance from each employee's pay as follows:

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
3. Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by Ingenium Schools.
4. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.

Every deduction from your paycheck is explained on your check voucher. If you do not understand the deductions ask the Office Manager to explain them to you.

You may change the number of withholding allowances you wish to claim for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to the Office Manager. The office maintains a supply of these forms.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 form. The W-4 form should be completed upon hire and it is the employee's responsibility to report any changes in filing status to the Office Manager and to fill out a new W-4 form.

At the end of the calendar year, a "withholding statement" (W-2) will be prepared and forwarded to each employee for use in connection with preparation of income tax returns. The W-2 shows Social Security information, taxes withheld, and total wages.

Overtime Pay

Whether an employee is exempt from or subject to overtime pay will be determined on a case-by-case basis and will be indicated in the employee's job description. Generally, teachers and administrators are exempt. Non-exempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for non-exempt employees. Ingenium Schools will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the Principal. Ingenium Schools provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

For employees subject to overtime, all hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime. Compensation for hours in excess of forty (40) for the workweek or in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half times the employee's regular rate of pay. Compensation for hours in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to these exempt employees.

Paydays

Paydays are scheduled on the last working day of each month. If you observe any error in your check, please report it immediately to the Office Manager.

Wage Attachments and Garnishments

Under normal circumstances, Ingenium Schools will not assist creditors in the collection of personal debts from its employees. However, creditors may resort to certain legal procedures such as garnishments, levies, or judgments that require Ingenium Schools by law to withhold part of your earnings in their favor.

You are strongly encouraged to avoid such wage attachments and garnishments. If Ingenium Schools is presented a second garnishment request concerning you, the campus principal will discuss the situation with you.

Medical Benefits

Eligibility

You are eligible for medical coverage if you are a full-time regular employee working for Ingenium Schools or if you are a part-time employee who works a minimum of twenty-five (25) hours per week. Part-time employees will be responsible to pay a pro-rated share of the costs for medical coverage.

“Full-time” employee means that you are hired to work at least 40 regular hours per week. Temporary and internship employees are not eligible to participate in the plans.

Employees who go from part-time to full-time employment become eligible for full benefits on the first day of the month following the effective date of the change.

When Coverage Starts

Your coverage will begin on the first day of employment or if hired mid-month it will start on the first day of the next month. Your enrollment form must be submitted to the Office Manager as soon as possible. This form serves as a request for coverage and authorizes any payroll deductions necessary to pay for your coverage.

COBRA Benefits

Continuation of Medical and Dental

WHEN COVERAGE UNDER INGENIUM SCHOOLS’ HEALTH PLAN ENDS YOU OR YOUR DEPENDENTS MAY CONTINUE COVERAGE IN SOME SITUATIONS.

When your coverage under Ingenium Schools’ medical and/or dental plans ends you or your dependents can continue coverage for 18 or 36 months depending upon the reason benefits ended. To continue coverage you must pay the full cost of coverage - your contribution and Ingenium Schools’ previous contribution plus a possible administrative charge.

Medical coverage for you, your spouse, and your eligible dependent children can continue for up to 18 months if coverage ends because:

- Your employment ends, voluntarily or involuntarily, for any reason other than gross misconduct; or
- Your hours of employment are reduced below the amount required to be considered a full-time employee or part-time, making you ineligible for the plan.

This 18-month period may be extended an additional 11 months if you are disabled at the time of your termination or reduction in hours if you meet certain requirements. This 18-month period also may be extended if other events (such as a divorce or death) occur during the 18-month period.

Your spouse and eligible dependents can continue their health coverage for up to 36 months if coverage ends because:

- You die while covered by the plan;
- You and your spouse become divorced or legally separated;
- You become eligible for Medicare coverage, but your spouse has not yet reach age 65; or
- Your dependent child reaches an age which makes him or her ineligible for coverage under the plan (age 19 or if a full-time student age 25).

Rights similar to those described above may apply to retirees, spouses, and dependents if the employer commences a bankruptcy proceeding and those individuals lose coverage.

Ingenium Schools will notify you or your dependents if coverage ends due to termination or a reduction in your work hours. If you become eligible for Medicare, divorced, or legally separated, die, or when your child no longer meets the eligibility requirements, you or a family member are responsible for notifying Ingenium Schools within 30 days of the event. Ingenium Schools will then notify you or your dependents of your rights.

Health coverage continuation must be elected within 60 days after receiving notice of the end of coverage or within 60 days after the event causing the loss, whichever is later.

There are certain circumstances under which coverage will end automatically. This happens if:

- Premiums for continued coverage are not paid within 30 days of the due date;
- You (or your spouse or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition you (or your spouse or child, as applicable) may have;
- Ingenium Schools stops providing group health benefits;
- You (or your spouse or child) become entitled to Medicare; or
- You extended coverage for up to 29-months due to disability and there has been a final determination that you are no longer disabled.

PERSONNEL EVALUATION AND RECORD KEEPING

Employee Reviews and Evaluations

Each employee will receive periodic performance reviews conducted by his or her supervisor. Performance evaluations will be conducted annually on or about the anniversary date of your employment with Ingenium Schools. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of Ingenium Schools and depend upon many factors in addition to performance. After the review you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with your supervisor, and that you are aware of its contents.

Newly hired employees will have their performance goals reviewed by their supervisor within the first ninety (90) days of employment.

Your salary and your potential for advancement will be based largely upon your job performance. On a periodic basis, your supervisor will review your job performance with you in order to establish goals for future performance and to discuss your current performance. Ingenium Schools' evaluation system will in no way alter the employment at-will relationship.

Personnel Files and Record Keeping Protocols

At the time of your employment a personnel file is established for you. Please keep the Office Manager advised of changes that should be reflected in your personnel file. Such changes include: change in address, telephone number, marital status, number of dependents, and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable Ingenium Schools to contact you should the change affect your other records.

You have the right to inspect certain documents in your personnel file as provided by law in the presence of an Ingenium Schools representative at a mutually convenient time. You may add your comments to any disputed item in the file. Ingenium Schools will restrict disclosure of your personnel file to authorized individuals within Ingenium Schools. A request for information contained in the personnel file must be directed to the Office Manager. Only the Executive Director, Principal, Office Manager, or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, Ingenium Schools will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations or as otherwise legally required.

HOLIDAYS, VACATIONS AND LEAVES

Holidays

Full-time hourly and salaried non-exempt employees may receive the following annual paid holidays:

- New Year's Day
- Martin Luther King Jr. Birthday
- President's Day
- Cesar Chavez Day
- Memorial Day
- Labor Day
- Thanksgiving
- Friday after Thanksgiving
- Christmas Day
- Day before and after Christmas
- Other days during the school year such as days during Ingenium Schools' calendared breaks shall be paid time for all non-exempt employees in active status.
- Religious Holidays - Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to the Office Manager. The employee will be paid if the religious holiday is taken as an earned vacation day. The employee will not be paid if the religious holiday is taken as a personal leave of absence day.
- When a holiday falls on Saturday the preceding Friday will be celebrated as the holiday; if it falls on Sunday the following Monday will be celebrated as the holiday. When Christmas falls on a Saturday the Day before Christmas will be celebrated on Thursday. If Christmas falls on a Sunday or Monday the day before Christmas will be celebrated on the preceding Friday.
- Employees on any leave of absence do not earn holiday pay.

Vacation

While Ingenium Schools recognizes the importance of vacation time as a period of rest and rejuvenation away from the job, vacations must be scheduled with due consideration for "peak traffic periods." With this in mind it is expected that vacation time will be taken when school is not in session.

Regular twelve-month full-time employees are entitled to vacation terms based upon date of hire, length of service, and status with Ingenium Schools. Full-time clerical staff shall accrue ten days of paid vacation each year beginning after six (6) months of service. Christmas and Spring breaks are considered additional paid vacation days and do not count against the accrued ten days paid vacation. Paid vacation time for administrators will be established in the administrator's employment contract. Employees working on part-time basis (less than full-time) shall not earn vacation days.

Vacation time should be coordinated and cleared by the supervisor subject to scheduling and seniority. No vacation time may be taken by clerical staff during the last two weeks of August unless specifically authorized by the supervisor.

Classified employees should take vacation days when school is not in session, preferably between July 1 and August 15 or calendared breaks. Vacation time is figured on a school year basis beginning with the opening of school rather than on a fiscal year.

Vacation time may not be utilized before it is earned. An employee whose employment terminates will be paid for accrued unused vacation days. Vacation can accrue up to a maximum of 28 days of pay. Once this cap is reached no further vacation will accrue until previously accrued vacation is used. When previously accrued vacation is used vacation compensation will begin to accrue again. There is no retroactive grant of vacation compensation for the period of time the accrued vacation compensation was at the cap.

Unpaid Leave of Absence

Ingenium Schools recognizes that special situations may arise where an employee must leave his or her job temporarily. At its discretion Ingenium Schools may grant employees leaves of absence. Any unpaid leave of absence must be approved in advance by Ingenium Schools.

The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period.

If you are currently covered, medical and dental coverage will remain in force during a medical or worker's compensation leave of absence provided you pay the appropriate premiums. Whether you are required to pay your own premiums will depend upon the length of your leave of absence. During a family/medical leave, your medical and dental benefits will remain in force provided you pay the appropriate premiums. Benefits are terminated the day any other type of leave begins. If an employee fails to return from a leave and is subsequently terminated, the employee is entitled to all earned but unused vacation pay, provided that the vacation pay was earned prior to the commencement of leave.

No vacation time is accrued during any type of unpaid leave of absence.

Sick and Personal Leave

Ingenium Schools offers paid sick and personal leave to regular full-time employees. Taking personal leave requires advance approval by the employee's supervisor. You will accrue paid sick and personal leave at the rate of ten (10) days allotted to each school year. Accrued sick and personal leave carries over from year to year to a maximum of twenty (20) days. Ingenium Schools does not pay employees in lieu of unused sick and personal leave.

Once an employee has exhausted sick and personal leave the employee may continue on an unpaid medical leave depending upon the facts and circumstances of the employee's basis for leave beyond accrued sick leave. Employee requests for unpaid medical leave must be approved in advance by Ingenium Schools.

Family Care and Medical Leave

This policy explains how Ingenium Schools complies with the federal Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”), both of which require Ingenium Schools to permit each eligible employee to take up to 12 workweeks of FMLA leave in any 12-month period for the birth/adoption of a child, the employee’s own serious illness, or to care for certain family members who have a serious illness. For purposes of this policy all leave taken under FMLA or CFRA will be referred to as “FMLA leave.”

- Employee Eligibility Criteria

To be eligible for FMLA leave the employee must have been employed by Ingenium Schools for the last 12 months and must have worked at least 1,250 hours during the 12-month period immediately preceding commencement of the FMLA leave.

- Events That May Entitle An Employee To FMLA Leave

The 12-week FMLA allowance includes any time taken (with or without pay) for any of the following reasons:

1. To care for the employee’s newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude 12 months after the birth, adoption, or placement. If both parents are employed by Ingenium Schools they will be entitled to a combined total of 12 weeks of leave for this purpose.
2. Because of the employee’s own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by Ingenium Schools’ separate pregnancy disability policy).
3. To care for a spouse, domestic partner, child, or parent with a serious health condition or military service-related injury.
4. For any “qualifying exigency” because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty in the Armed Forces.
5. A “serious health condition” is an illness, injury, impairment, or physical or mental condition that involves: (1) inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or (2) continuing treatment by a health care provider.

- Amount of FMLA Leave Which May Be Taken

1. FMLA leave can be taken in one or more periods but may not exceed twelve (12) workweeks total for any purpose in any 12-month period, as described below, for any one or combination of the above-described situations. “Twelve workweeks” means the equivalent of twelve of the employee’s normally scheduled workweeks. For a full-time employee who works five eight-hour days per week, “twelve workweeks” means sixty (60) working and/or paid eight (8) hour days.
 2. An employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces member shall be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the Armed Forced member.
 3. The “12 month period” in which twelve (12) weeks of FMLA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA leave.
 4. If a holiday falls within a week taken as FMLA leave the week is nevertheless counted as a week of FMLA leave. If, however, Ingenium Schools’ business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days Ingenium Schools’ activities have ceased do not count against the employee’s FMLA leave entitlement.
- Pay During FMLA Leave
 1. An employee on FMLA leave because of his or her own serious health condition must use all accrued paid sick leave and may use any or all accrued paid vacation time at the beginning of any otherwise unpaid FMLA leave period.
 2. An employee on FMLA leave for child care or to care for a spouse, domestic partner, parent, or child with a serious health condition may use any or all accrued paid leave at the beginning of any otherwise unpaid FMLA leave.
 3. All other FMLA leaves are unpaid leaves.
 4. The receipt of vacation pay, sick leave pay, or State Disability Insurance benefits will not extend the length of the FMLA leave. Vacation pay and sick pay accrues during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began.
 - Health Benefits

The provisions of Ingenium Schools’ various employee benefit plans govern continuing eligibility during FMLA leave and these provisions may change from time to time. The health benefits of employees on FMLA leave will be paid by Ingenium Schools during the leave at the same level and under the same conditions as coverage would have been

provided if the employee had been continuously employed during the leave period. When a request for FMLA leave is granted Ingenium Schools will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

Ingenium Schools may recover the health benefit costs paid on behalf of an employee during his/her FMLA leave if:

1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have “failed to return from leave” if he/she works less than thirty (30) days after returning from FMLA leave; and
2. The employee’s failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA leave or other circumstances beyond the control of the employee.

- Seniority

An employee on FMLA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA leave will return with the same seniority he/she had when the leave commenced.

- Medical Certifications

1. An employee requesting FMLA leave because of his/her own or a relative’s serious health condition must provide medical certification from the appropriate health care provider on a form supplied by Ingenium Schools. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in denial of the leave request until such certification is provided.
2. If Ingenium Schools has reason to doubt the medical certification supporting a leave because of the employee’s own serious health condition Ingenium Schools may request a second opinion by a health care provider of its choice (paid for by Ingenium Schools). If the second opinion differs from the first one Ingenium Schools will pay for a third mutually agreeable health care provider to provide a final and binding opinion.
3. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

- Procedures for Requesting and Scheduling FMLA Leave

1. An employee should request FMLA leave by completing a Request for Leave form and submitting it to the Office Manager. An employee asking for a Request

for Leave form will be given a copy of Ingenium Schools' then-current FMLA leave policy.

2. Employees should provide not less than thirty (30) days notice or such shorter notice as is practicable for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request except if the need for FMLA leave was an emergency or was otherwise unforeseeable.
 3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt Ingenium Schools' operations.
 4. If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, domestic partner, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary as determined by the health care provider of the person with the serious health condition.
 5. If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks except that Ingenium Schools will grant a request for FMLA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
 6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
 7. In most cases, Ingenium Schools will respond to an FMLA leave request within two (2) days of acquiring knowledge that the leave is being taken for an FMLA-qualifying reason and, in any event, within ten (10) days of receiving the request. If an FMLA leave request is granted, Ingenium Schools will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
- Return to Work
 1. Upon timely return at the expiration of the FMLA leave period an employee (other than a "key" employee whose reinstatement would cause serious and grievous injury to Ingenium Schools' operations) is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any com-

parable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.

2. When a request for FMLA leave is granted to an employee (other than a "key" employee), Ingenium Schools will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
 3. Before an employee will be permitted to return from FMLA leave taken because of his or her own serious health condition, the employee must obtain a certification from his or her health care provider that he or she is able to resume work.
 4. If an employee can return to work with limitations, Ingenium Schools will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from Ingenium Schools.
- **Limitations on Reinstatement**
 1. Ingenium Schools may refuse to reinstate a "key" employee if the refusal is necessary to prevent substantial and grievous injury to Ingenium Schools' operations. A "key" employee is an exempt salaried employee who is among the highest paid 10% of Ingenium Schools' employees within seventy-five (75) miles of the employee's worksite.
 2. A "key" employee will be advised in writing at the time of a request for or, if earlier, at the time of commencement of FMLA leave that he/she qualifies as a "key" employee and the potential consequences with respect to reinstatement and maintenance of health benefits if Ingenium Schools determines that substantial and grievous injury to Ingenium Schools' operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary Ingenium Schools will notify the "key" employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee's reinstatement would cause Ingenium Schools to suffer substantial and grievous injury. If Ingenium Schools realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.

- **Employment During Leave**

An employee on FMLA leave may not accept employment with any other employer without Ingenium Schools' written permission. An employee who accepts such employment will be deemed to have resigned from employment at Ingenium Schools.

Pregnancy Disability Leave

This policy explains how Ingenium Schools complies with the California Pregnancy Disability Act, which requires Ingenium Schools to give each female employee an unpaid leave of absence

of up to four (4) months, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

- **Employee Eligibility Criteria**

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.

- **Events That May Entitle An Employee to Pregnancy Disability Leave**

The four-month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
2. The employee needs to take time off for prenatal care.

- **Duration Of Pregnancy Disability Leave**

Pregnancy disability leave may be taken in one or more periods but not to exceed four months total. "Four months" means the number of days the employee would normally work within four months. For a full-time employee who works five eight hour days per week, four months means 88 working and/or paid eight hour days of leave entitlement based on an average of 22 working days per month for four months.

Pregnancy disability leave does not count against the leave that may be available as Family Care and Medical Leave.

- **Pay During Pregnancy Disability Leave**

1. An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued vacation time at the beginning of any otherwise unpaid leave period.
2. The receipt of vacation pay, sick leave pay, or state disability insurance benefits will not extend the length of pregnancy disability leave.
3. Vacation pay and sick pay accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

- **Health Benefits**

The provisions of Ingenium Schools' various employee benefit plans govern continued eligibility during pregnancy disability leave and these provisions may change from time to time. When a request for pregnancy disability leave is granted, Ingenium Schools will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

- Seniority

An employee on pregnancy disability leave remains an employee of Ingenium Schools and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave he or she will return with the same seniority he or she had when the leave commenced.

- Medical Certifications

1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by Ingenium Schools. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.
2. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.

- Requesting And Scheduling Pregnancy Disability Leave

1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Office Manager. An employee asking for a Request for Leave form will be referred to Ingenium Schools' then current pregnancy disability leave policy.
2. Employee should provide not less than thirty (30) days or as short of notice as is practicable if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt Ingenium Schools' operations.
4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable as determined by the employee's healthcare provider.
5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be trans-

ferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.

6. In most cases, Ingenium Schools will respond to a pregnancy disability leave request within two (2) days of acquiring knowledge that the leave qualifies as pregnancy disability and, in any event, within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, Ingenium Schools will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

- **Return To Work**

1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position (at the time reinstatement is requested). If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless there is no comparable position available but filling that position with the returning employee would substantially undermine Ingenium Schools' ability to operate the business safely and efficiently. A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.
2. When a request for pregnancy disability leave is granted to an employee, Ingenium Schools will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
3. Before an employee will be permitted to return from a pregnancy disability leave of three days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
4. If the employee can return to work with limitations, Ingenium Schools will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from Ingenium Schools.

- **Employment During Leave**

An employee on pregnancy disability leave may not accept employment with any other employer without Ingenium Schools' written permission. An employee who accepts such employment will be deemed to have resigned from employment.

Industrial Injury Leave (Workers' Compensation)

Ingenium Schools, in accordance with State law, provides insurance coverage for employees in case of work-related injuries. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax-free to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure you receive any worker's compensation benefits to which you may be entitled, you will need to:

- Immediately report any work-related injury to the Office Manager;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Office Manager; and
- Provide Ingenium Schools with a certification from your health care provider regarding the need for workers' compensation disability leave as well as your eventual ability to return to work from the leave.

It is Ingenium Schools' policy that when there is a job-related injury the first priority is to insure that the injured employee receives appropriate medical attention. Ingenium Schools, with the help of its insurance carrier, has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to Ingenium Schools' operation.

- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems (EMS) such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.
- All accidents and injuries must be reported to the Office Manager and to the individual responsible for reporting to Ingenium Schools' insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense but he/she is still required to go to Ingenium Schools' approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the employee must have a medical release from Ingenium Schools' approved medical facility before returning to work.

- Any time there is a job-related injury, Ingenium Schools' policy requires drug/alcohol testing along with any medical treatment provided to the employee.

Military and Military Spousal Leave of Absence

Ingenium Schools shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 ("USERRA"). All employees requesting military leave must provide advance written notice of the need for such leave unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, Ingenium Schools shall continue the employee's health benefits. For service of more than thirty (30) days, employee shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued vacation or paid time off as wage replacement during time served provided such vacation/paid time off accrued prior to the leave.

Ingenium Schools will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

Ingenium Schools shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide Ingenium Schools with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

Bereavement Leave

Salaried employees are entitled to a leave of up to five (5) work days without loss of pay due to a death in the immediate family (parent, spouse, son/daughter, sister/brother, parents-in-law, son/daughter-in-law, grandparents, grandchild). Bereavement pay will not be used in computing overtime pay. Any scheduled days off (including weekends, holidays and vacations) falling during the absence will be counted as both bereavement leave and scheduled days off.

Jury Duty or Witness Leave

For all exempt employees, the Employee will pay for time off if you are called to serve on a jury. For all non-exempt employees, Ingenium Schools will pay for up to three (3) days if you are called to serve on a jury.

Voting Time Off

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. Under these circumstances, an employee will be allowed a maximum of two (2) hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give the Office Manager at least two (2) days notice.

Returning From Leave of Absence

Employees cannot return from a medical leave of absence without first providing a sufficient doctor's return to work authorization.

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give the Office Manager thirty (30) days notice before returning from leave. Whenever Ingenium Schools is notified of an employee's intent to return from a leave, Ingenium Schools will attempt to place the employee in his former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed. If you need further information regarding Leaves of Absence, be sure to consult the Office Manager.

DISCIPLINE AND TERMINATION OF EMPLOYMENT

Rules of Conduct

The following conduct is prohibited and will not be tolerated by Ingenium Schools. This list of prohibited conduct is illustrative only and applies to all employees of Ingenium Schools; other types of conduct that threaten security, personal safety, employee welfare and Ingenium Schools' operations also may be prohibited. Further, the specification of this list of conduct in no way alters the at-will employment relationship as to at-will employees of Ingenium Schools. If an employee is working under a contract with Ingenium Schools which grants procedural rights prior to termination, the procedural terms in the contract shall apply.

1. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
2. Inefficiency - including deliberate restriction of output, carelessness, or unnecessary wastes of time or material, neglect of job, duties, or responsibilities.
3. Unauthorized soliciting, collecting of contributions, distribution of literature, written, or printed matter is strictly prohibited on School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
4. Damaging, defacing, unauthorized removal, destruction, or theft of another employee's property or of School property.

5. Fighting or instigating a fight on School premises.
6. Violations of the drug and alcohol policy.
7. Using or possessing firearms, weapons, or explosives of any kind on School premises.
8. Gambling on School premises.
9. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness, or production reports or records, specifically including applications for employment and time cards.
10. Recording the clock card, when applicable, of another employee or permitting or arranging for another employee to record your clock card.
11. Use of profane, abusive, or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
12. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
13. Excessive absenteeism or tardiness excused or unexcused.
14. Posting any notices on school premises without prior written approval of management unless posting is on a school bulletin board designated for employee postings.
15. Immoral or indecent conduct.
16. Conviction of a criminal act.
17. Engaging in sabotage or espionage (industrial or otherwise).
18. Violations of the sexual harassment policy.
19. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures, or treatment.
20. Sleeping during work hours.
21. Release of confidential information without authorization.
22. Any other conduct detrimental to other employees or Ingenium Schools' interests or its efficient operations.
23. Refusal to speak to supervisors or other employees.
24. Dishonesty.

For employees who possess an employment contract that provides for other than at-will employment, the procedures and process for termination during the contract shall be specified in the contract.

Off-Duty Conduct

While Ingenium Schools does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with legitimate Ingenium Schools business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect Ingenium Schools or its integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects Ingenium Schools' legitimate business interests or the employee's ability to perform his or her work will not be tolerated.

While employed by Ingenium Schools, employees are expected to devote their energies to their jobs with Ingenium Schools. For this reason, second jobs are strongly discouraged. The following types of additional employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at our schools.
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with our schools.
- Additional employment that impairs or has a detrimental effect on the employee's work performance with our schools.
- Additional employment that requires the employee to conduct work or related activities on Ingenium Schools' property during the employer's working hours or using our schools' facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of our schools.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to Ingenium Schools explaining the details of the additional employment. If the additional employment is authorized, Ingenium Schools assumes no responsibility for it. Ingenium Schools shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

Termination of Employment

Should it become necessary for you to terminate your at-will employment with Ingenium Schools please notify the Principal regarding your intention as far in advance as possible. At least two (2) weeks notice is expected whenever possible.

When you terminate your at-will employment you will be entitled to all earned but unused vacation pay. If you are participating in the medical and/or dental plan, you will be provided information on your rights under COBRA.

INTERNAL COMPLAINT REVIEW POLICY

The purpose of the "Internal Complaint Review Policy" is to afford all employees of Ingenium Schools the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the Executive Director or Board of Trustees to express their work-related concerns.

Filing of Complaint

If complaints cannot be resolved informally, employees may file a written complaint with the Executive Director or Board President as soon as possible after the events that give rise to the employee's work-related concerns. The written complaint should set forth in detail the basis for the employee's complaint.

Investigation

An objective and timely investigation of all complaints that cannot be resolved informally will be undertaken. This includes meeting separately with the employee and with others who either are named in the complaint or who may have knowledge of the facts set forth in the complaint.

Ingenium Schools will attempt to treat all internal complaints and their investigation as confidential recognizing, however, that in the course of investigating and resolving internal complaints some dissemination of information to others may be necessary or appropriate.

Upon completion of the investigation, the Executive Director shall report the finding(s) to the employee in writing.

Non-Retaliation

If an employee has filed a complaint in good faith, the employee will not be disciplined or otherwise penalized for lodging the complaint. If an employee believes that he or she is being retaliated against for lodging a complaint, the employee should immediately notify the Executive Director or Board President.

AMENDMENT TO EMPLOYEE HANDBOOK

This Employee Handbook contains the employment policies and practices of Ingenium Schools in effect at the time of publication.

Ingenium Schools reserves the right to amend, delete, or otherwise modify this Handbook at any time provided that such modifications are in writing and duly approved by the employer.

Any written changes to the Handbook will be distributed to all employees. No oral statements can in any way alter the provisions of this Handbook.

APPENDIX A: SEXUAL HARASSMENT COMPLAINT FORM

It is the policy of Ingenium Schools that all of its employees be free from sexual harassment. This form is provided for you to report what you believe to be sexual harassment, so that Ingenium Schools may investigate and take appropriate disciplinary or other action when the facts show that there has been sexual harassment.

If you are an employee of Ingenium Schools, you may file this form with a Principal, the Executive Director, or the Board President.

Please review Ingenium Schools' policies concerning sexual harassment for a definition of sexual harassment and a description of the types of conduct that are considered to be sexual harassment.

Ingenium Schools will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, Ingenium Schools will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, Ingenium Schools will need to disclose portions of your factual allegations to potential witnesses including anyone you have identified as having knowledge of the facts on which you are basing your complaint as well as the alleged harasser.

In signing this form below, you authorize Ingenium Schools to disclose to others the information you have provided herein and information you may provide in the future. Please note that the more detailed information you provide the more likely it is that Ingenium Schools will be able to address your complaint to your satisfaction.

Charges of sexual harassment are taken very seriously by Ingenium Schools both because of the harm caused to the person harassed and because of the potential sanctions that may be taken against the harasser. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.

Your Name: _____ Date: _____

Date of Alleged Incident(s):

Name of Person(s) you believe sexually harassed you or someone else:

List any witnesses that were present:

Where did the incident(s) occur?

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I acknowledge that I have read and that I understand the above statements. I hereby authorize Ingenium Schools to disclose the information I have provided as it finds necessary in pursuing its investigation.

I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

Signature of Complainant

Date: _____

Print Name

Received by: _____

Date: _____

APPENDIX B: COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against: _____

List any witnesses that were present: _____

Where did the incident(s) occur?

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I hereby authorize Ingenium Schools to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination.

_____ Date: _____

Signature of Complainant

Print Name

To be completed by School:

Received by: _____ Date: _____

Appendix and Attachments to Barack Obama Charter School Petition
BARACK OBAMA CHARTER SCHOOL RENEWAL PETITION

APPENDIX E: SEXUAL HARRASSMENT COMPLAINT

It is the policy of Ingenium Schools that all of its employees be free from sexual harassment. This form is provided for you to report what you believe to be sexual harassment, so that Ingenium Schools may investigate and take appropriate disciplinary or other action when the facts show that there has been sexual harassment.

If you are an employee of Ingenium Schools, you may file this form with a Principal, the President, or the Board President.

Please review Ingenium Schools' policies concerning sexual harassment for a definition of sexual harassment and a description of the types of conduct that are considered to be sexual harassment.

Ingenium Schools will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, Ingenium Schools will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, Ingenium Schools will need to disclose portions of your factual allegations to potential witnesses including anyone you have identified as having knowledge of the facts on which you are basing your complaint as well as the alleged harasser.

In signing this form below, you authorize Ingenium Schools to disclose to others the information you have provided herein and information you may provide in the future. Please note that the more detailed information you provide the more likely it is that Ingenium Schools will be able to address your complaint to your satisfaction.

Charges of sexual harassment are taken very seriously by Ingenium Schools both because of the harm caused to the person harassed and because of the potential sanctions that may be taken against the harasser. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.

Your Name: _____ Date: _____

Date of Alleged Incident(s):

Name of Person(s) you believe sexually harassed you or someone else:

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List any witnesses that were present:

Where did the incident(s) occur?

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I acknowledge that I have read and that I understand the above statements. I hereby authorize Ingenium Schools to disclose the information I have provided as it finds necessary in pursuing its investigation.

I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

Date: _____
Signature of Complainant

BARACK OBAMA CHARTER SCHOOL RENEWAL PETITION

Print Name

Received by: _____ Date: _____

BARACK OBAMA CHARTER SCHOOL RENEWAL PETITION

**APPENDIX G:
HEALTH AND SAFETY PLAN**



Health & SAFETY PLAN

STATEMENT OF PURPOSE

Barack Obama Charter School is committed to the shared responsibility of preparing all learners for productive, responsible citizenship in an ever-changing world. A comprehensive Safety Plan helps to ensure a safe school environment, thereby enhancing the learning experience and improving student academic achievement. This plan is implemented to protect the safety of students and staff and to provide emergency preparedness and guidelines. This plan addresses the following objectives:

- Protect the safety and welfare of students and staff.
- Provide for a safe and coordinated response to emergency situations.
- Protect the school's facilities and property.
- In the case of an emergency, allow the school to restore normal conditions with minimal confusion in the shortest time possible.
- Provide for coordination between the school and local emergency services when necessary.

This Safety Plan consists of the following Sections:

- Staffing
- General Policies and Procedures for Handling Safety and Specific Emergency Situations
- Drugs, Alcohol and Tobacco
- Child Abuse Reporting
- Campus "Coming and Going"
- Harassment Policy

This plan encompasses a broad range of potential safety issues and major emergencies. Such incidents may include earthquake, hazardous materials, widespread power outage, and similar events affecting normal operations at the school.

STAFFING

A. EMPLOYEE PREPAREDNESS

A number of measures are taken on an ongoing basis to ensure that school staff is prepared to respond immediately and appropriately to disasters. These include:

- Review of this Plan and any other emergency policies and procedures;
- Review of an employee's role during an emergency;
- Knowledge of how to conduct and evaluate required drills;
- Familiarity with the layout of buildings, grounds and all emergency procedures;
- Review of the location of all emergency exits, fire extinguishers, fire alarms and emergency equipment and supplies;
- Attend update training in first aid, CPR, use of fire extinguishers and search and rescue as necessary.

B. EMPLOYEE RESPONSIBILITIES

At the beginning of each school year, all instructional and non-instructional staff will be asked by Barack Obama Charter School (“BOCS”) Principal, or his/her designee, to identify those with special skills or experience that may be helpful during an emergency. These employees may be asked to fulfill certain emergency management roles (i.e., first aid, CPR, search & rescue and/or fire extinguisher training & certification).

Instructional staff is responsible for the following:

- Present instruction to students about emergency preparedness plans for the site and student responsibilities in case of a major emergency;
- Keep attendance sheets readily accessible at all times in order to check attendance in the event of evacuation;
- Update the contents of classroom emergency kit and keep it in a safe, accessible location;
- Participate fully in fire, earthquake and evacuation drills;
- Have planned activities for students for use during periods of confinement during an emergency situation.

The Principal, or his/her designee, is responsible for the following:

- Assign employees to roles and responsibilities for an emergency, taking into consideration the skills, abilities and normal functions of employees;
- Ensure that all employees are familiar with the site maps and evacuation plans and are trained in emergency response and preparedness roles and responsibilities;
- Update the list of employees who are trained in first aid, CPR, the use of fire extinguishers, and search and rescue. Arrange for update training as necessary;
- Update as necessary the site floor plan showing evacuation routes and the location of assembly areas, emergency supplies and equipment, fire extinguishers, fire alarm pulls, master electrical panels, and main water and gas shut off valves;
- Ensure that emergency procedures are posted in classrooms, hallways, school office, cafeterias and employee lounges;
- Update the list of any disabled students or employees or those who may need evacuation assistance or other special assistance;
- Test the site warning system and ensure that the system’s signal(s) is recognized and understood by employees and students;
- Conduct an inventory of all emergency supplies and equipment and replace used or outdated supplies and equipment;
- Maintain a list of emergency phone numbers in a readily accessible location.

C. EMPLOYEE/STUDENT SPECIAL NEEDS

Staff with temporary or permanent impairments of sight, hearing or mobility may self-identify indicating what assistance may be required in the event of an emergency. Students with special needs are identified at the beginning of each school year. Parents are asked to provide written information/instructions concerning specific needs.

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Those areas of the school that have employees and/or students with permanent mobility impairments should maintain any necessary evacuation device on each floor where such employees and/or students are located.

D. EMERGENCY ON-SITE PERSONNEL

Staff emergency phone contacts will be kept on file at the school office. Staff with specific training in emergency response, safety, CPR, etc. will also be noted on a list kept at the school.

E. NOTIFICATION LIST

In the event of an emergency or safety risk, the following personnel will be notified as appropriate:

Personnel Emergency Telephone Number List

	Ext. #	Home #	Mobile #
Principal-Chaleese Norman	104	310-637-4007	310-592-1899
Office Manager-Anthony Gil	101		
Emergency or Safety Designee-Tiffany Scrutchins			310-930-5840
Teachers with CPR or First Aid (list by name):			
Kenia Cuellar, Sheena Huelar, Kendra Davidson, Cristina Leal, Christian Gopez, Maressa Tucker, Marbella Tavera, Jennifer Damm, Nadra Marts, Charell Milton			

Outside Emergency Telephone Number List

	Ext. #	Telephone #
Police Dept.	911	
Ambulance	911	
Sheriff's Dept.	911	
Fire Dept.	911	
Hazardous Materials	911	
Others: Compton Unified School District		

GENERAL POLICIES AND PROCEDURES FOR A HEALTHY CAMPUS

A. HEALTH POLICIES

BOCS will comply with all applicable state and federal laws preventing disability or medical condition discrimination.

- 1. Immunizations:** Immunization shots are required to enter Kindergarten and should be up to date for all students.
- 2. Health Screenings:** Under the California Child Health and Disability Prevention Law, all children entering the first grade must have received a health screening examination within the past 18 months. This consists of a medical, developmental and nutritional history, a complete physical examination, necessary immunizations, and tests for anemia and urine problems, a tuberculosis test, vision, hearing and dental screening.
- 3. Medications:** The school will not provide anyone with aspirins or other medications that have not been designated and agreed upon on the signed parent waiver. BOCS will always notify parents before administering any type of medication. Said notice can be through signed parent waiver.

4. **Prescribed Medicine:** Medications to be administered at school, long or short term, must be accompanied by a Medical Authorization Form (available at school office). Any medication to be administered at school must be in the original and current prescription container, including prescribed cough drops and lozenges, and the student's name and instructions must be clearly marked by a pharmacist or doctor. At no time should a student have any kind of medicine in his/her possession, desk, cubby, locker, or backpack.

5. **Asthma:** All students with Asthma must have a pump at the school and an asthma plan in place.

Please do not send any medication to school with your child, since it may get into the hands of another child. Parents must bring prescribed medication directly to the school office. The following information must be included:

A signed statement from a licensed prescriber that includes;

- name of the student
- name of medication and dosage amount
- frequency and time of administration
- date of the order and discontinuation date if applicable and
- any known drug allergies or reactions

It is the responsibility of the parent to keep track of medication expirations and keep medicine up to date. Every child should have an up to date medical card on file at the school.

The school reserves the right to determine if a child is well enough to attend and/or be readmitted to class. The minimum amount of days that a child must remain at home when they are suspected to have a communicable disease is 3 days (including weekend days). When the student returns to the school they must check in to the office and be cleared by the school nurse before they are readmitted.

B. ILLNESS AND ACCIDENTS

Dismissals for medical and dental appointments or for other serious reasons may be granted when a request is made. Early dismissal requests are filled out by the Office Coordinator or School Administrator and are signed by the responsible adult before the child leaves the school. Please notify the teacher in advance so that appropriate make-up work can be compiled.

The time spent in treatment is legally credited as attendance when a note signed by the doctor is returned to the school. It is preferable, however, that medical appointments be made outside of school hours. Children returned to school from an appointment need to report to the office before going to class.

Incident reports will be filed for any accidents or major injuries that occur on campus.

C. EMERGENCY INFORMATION

Each family is to have an **Emergency Card** (updated as needed) in the school office. In the event of illness or injury, the parents or another person indicated on the Emergency Card will be called. It is extremely important to name someone who can pick up and care for your child if you are not available.

Please report any change in address, phone number, or information on the Emergency Card right away. It is important that we are able to reach you easily, especially in an emergency. A change of information form will be available in the office at all times.

D. SCHOOL INSURANCE

All children in Kindergarten through Grade Six are encouraged to have accident/health insurance to attend the Barack Obama Charter School. At registration, insurance coverage, listing the company name and policy number will be required.

E. CHILD ABUSE REPORTING

Teachers and all faculty are mandated by the State of California to report any reasonable suspicion of child abuse to Child Protective Services.

Child abuse includes but is not limited to:

- Physical abuse and/or corporal punishment
- Emotional abuse and/or deprivation
- Physical neglect and/or inadequate supervision
- Sexual abuse and/or exploitation

GENERAL POLICIES AND PROCEDURES FOR HANDLING SAFETY AND SPECIFIC EMERGENCY SITUATIONS

The purpose of the safety and emergency sections of this Plan is to provide safety and emergency preparedness and response instructions to protect the safety and well being of students and staff at the time of an emergency. Specific goals include:

- Protect the safety and welfare of students and staff;
- Provide for a safe and coordinated response to emergency situations;
- Protect the school's facilities and property;
- Enable the school to restore normal conditions with minimal confusion in the shortest time possible;
- Provide for interface and coordination between the school and local authorities and resources.

A. EMERGENCIES

In the case of an emergency, the general policy is that actions should be taken to allow the school to remain in operation to the extent possible. The situation should be addressed to minimize interruption of normal operations at the school, and students will usually be cared for until regular dismissal time. Where an emergency situation poses a serious threat to the safety and well being of students and staff, evacuation will occur until any danger has passed. When necessary, school may be dismissed by the Principal, or his/her designee.

Fire

In the case of a school fire, the following procedures should be implemented:

- Sound building fire alarm.
- Notify Fire Department by dialing 911. The Fire Department is to be notified of any fires larger in size than a wastebasket. The Fire Department should be given the following information:

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- School name and phone number.
- Building address, including nearest cross street(s).
- Exact location of the fire within the building.
- Have students and staff evacuate the building in accordance with established procedures.
- Evacuate to outdoor assembly area.
- All doors leading to the fire should be closed. Do not re-enter the area for belongings. If the area is full of smoke, students and staff should be instructed to crawl along the floor, close to walls, thus making breathing easier and providing direction. Before opening any door, place a hand one inch from the door near the top to see if it is hot. Be prepared to close the door quickly at the first sign of fire to avoid the spread of fire.
- Clear access routes for emergency vehicles. Remain at a safe distance from the fire and away from firefighting equipment.
- Render first aid as necessary.
- Check attendance. Remain with students.

Medical Emergency

Medical emergencies and accidents can occur at any time and may involve a student or employee. Some emergencies may only require first aid care, while others may require immediate medical attention. When in doubt, it is better to err on the side of caution and dial 911.

Medical emergencies involving any student or employee must be reported to the Principal, or his/her designee. Dial 911 or direct someone to do so. Provide the following information:

- School name and phone number.
- Building address, including nearest cross street(s).
- Exact location within the building.
- Your name and phone number.
- Nature of the emergency.

Do not hang up until advised to do so by dispatcher. Then, take the following actions.

- Notify the school office that an individual has been injured and an ambulance has been called.
- Ask someone to dispatch a first aid/CPR trained employee to the victim.
- Stay calm. Keep victim warm with a coat or blanket.
- Do not move the victim unless there is danger of further injury. Do not give the victim anything to eat or drink.
- Draft written incident report and submit it to BOCS Principal, or his/her designee, before the end of the next workday.

Earthquakes

Earthquakes strike without warning and the major shock is usually followed by numerous after shocks, which may last for weeks or months. An earthquake's effect on buildings will vary from building to building.

The major threat of injury during an earthquake is from falling objects and debris, and many injuries are sustained while entering or leaving buildings. Therefore, it is important to remain inside the building and quickly move away from windows, glass, partitions and shelves. In the case of an earthquake, the following procedures should be followed:

- Take cover under a sturdy desk or table, in a doorway, or against an inside wall until the shaking stops. Give DROP AND COVER command.
- After shaking stops, check for injuries, and render first aid.
- Evacuate if ordered by the Principal or his/her designee.
- Do not return to building.
- Do not light any fires.
- Keep a safe distance from any downed power lines.
- Check attendance whether or not evacuation takes place. Report any missing students to the Principal or his/her designee.
- Stay alert for aftershocks.
- Be aware that shaking may activate fire alarm or sprinkler systems.
- Elevators and stairways will need to be inspected for damage before they can be used.
- BOCS principal, or his/her designee, will issue further instructions.

Should there be a major earthquake, children will remain under the supervision of school authorities until parents or responsible adults can pick them up.

Assaults

Assaults involve acts of striking or inflicting injury to a person and are regarded as serious matters. Any threat or assault on students or employees should be reported immediately to the Principal, or his/her designee. The Principal (or designee) will determine if law enforcement officials should be notified.

If a serious assault occurs:

- Dial 911.
- Seek first aid or medical attention, if indicated.
- Have photographs taken of any injuries.
- Write down a physical description of the assailant (sex, age, height, weight, race, clothing, and any weapon used) as soon as possible after the incident.
- Obtain names and telephone numbers of any witnesses.
- Draft incident report and submit it to the Principal, or his/her designee.

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The Principal or his/her designee will submit incident report to the local law enforcement if incident is serious.

Hazardous Materials

Hazardous material spills may occur inside a building, such as a spill in a chemistry lab. Incidents of disaster magnitude may occur outside, such as a tank truck accident involving large quantities of toxic material. Procedures:

- If a spill is minor and inside, notify buildings and grounds personnel immediately for clean up. Open windows for ventilation.
- If a more serious spill occurs inside or outside:
 - Call 911. Notify Fire Department, Emergency Response Unit, and/ or Public Health Department.
 - Provide the following:
 - School name.
 - Building address, including nearest cross street(s).
 - Your name and phone number.
 - Location of the spill and/or materials released.
 - Characteristics of spill (colors, smells, visible gases).
 - Name of substance, if known.
 - Injuries, if any.
- Notify buildings and grounds personnel.
- Close all windows and doors if the spill is outside.
- Request that buildings personnel shut off mechanical ventilating systems if it might spread toxic material.
- Remain inside building unless ordered to evacuate by the Fire Department.
- Fire Department will advise of further actions to be taken.
- Do not eat or drink anything or apply cosmetics.
- If there appears to be imminent danger, a fire drill may be called while approval for student release or site evacuation is sought.

The Principal or his/her designee, if necessary, will give approval for student release or site evacuation.

Civil Disturbance

A civil disturbance is any situation where a person or group of persons disrupts operations or threatens the safety of individuals. The following precautionary protective measures should be taken:

- Notify local law enforcement authorities-Dial 911.
- If participants enter the building, remain calm and do not provoke aggression. Report disruptive circumstances to school Principal, or his/her designee.

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- Do not argue with participant(s).
- Have all students and employees leave the immediate area of disturbance.
- If the disturbance is outside the building, remain inside building, unless instructed otherwise by the Principal or police officials. Lock all doors. Stay away from windows and exterior doors.
- If the disturbance is inside the building, follow procedures for evacuation of the school site.
- Follow further instructions as police officials and other local law enforcement authorities issue them.
- Draft incident report for BOCS Principal, or his/her designee.

Vandalism

The following procedures should be used in the case of school vandalism:

- Notify school principal, or his/her designee.
- Notify building and ground maintenance personnel.
- The Principal, or his/her designee, will assess the seriousness of the situation and determine the level of assistance needed, including local law enforcement.
- If possible, identify the parties involved.
- Interview witnesses and obtain written statements.
- Document the incident as soon as possible and give the incident report, with any witness statements, to the Principal or his/her designee.
- Notify parents or legal guardian.
- Determine what disciplinary measures are appropriate (in-house or police involvement). See Disciplinary, Suspension & Expulsion Policy.
- Determine any monetary restitution issues and amounts.

Utility or Power Failure

The following procedures should be used in case of utility or power failure:

- Staff and students should remain in classroom until further instruction.
- Custodial and maintenance personnel should determine cause of incident and seek outside assistance if necessary.
- Staff and students outside of a classroom at the time of the incident should report to main office.
- Building and grounds personnel report to utility company if necessary.
- If situation requires long-term maintenance and repair and prevents class activities, the Principal, or his/her designee, may take measures to dismiss school for the day.
- Where utility failure presents an emergency, evacuation procedures should be implemented immediately.

Bomb Threat

Person receiving call:

- Listen - Do not interrupt caller.
- If possible, alert other staff by a pre-arranged signal while the caller is on the line.
- In the event that a bomb threat is received, it is important for the person receiving the call to attempt to keep the caller on the telephone as long as possible. It is also important to listen carefully to all information provided by the caller and to make a note of any voice characteristics, accents, or background noises.
- Attempt to ask questions and elicit the information required to determine the severity of the threat.
- Notify BOCS Principal, or his/her designee, immediately.
- The Principal or his/her designee will:
 - Notify Police Department – Dial 911.
 - With the assistance of responding law enforcement personnel, conduct a thorough search of the building & surrounding areas:
 - Classrooms and work areas.
 - Public areas - foyers, office bathrooms and stairwells.
 - Lockers and unlocked closets.
 - Exterior areas—shrubby, trashcans, debris boxes, gas valves, etc.
 - Power sources—electric panels, telephone panels, computer rooms, etc.
- With assistance from responding law enforcement personnel and/or Fire Department, the Principal, or his/her designee, will evaluate the threat and will determine whether to evacuate the building and/or to continue to search the premises.
- If there appears to be imminent danger, a fire drill may be called while approval for student release or site evacuation is sought. The Principal, or his/her designee, must grant approval for student release.
- An incident report should be drafted before the end of the workweek.

Explosion

If an explosion occurs at the school, the following procedures should be used:

- Give DROP AND COVER command.
- Sound building fire alarm. This will automatically implement action to leave the building.
- Notify Fire Department – Dial 911.
- Provide the following information:
 - School name.
 - Building address, including nearest cross street(s).
 - Exact location within the building.

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- Your name and phone number.
- Evacuate to outdoor assembly area.
- Check attendance. Remain with students.
- Render first aid as necessary.
- Notify grounds and building personnel.
- Keep students and staff at a safe distance from the building(s) and away from firefighting equipment.
- Public safety officials will determine when the building is safe for re-entry, and along with the Principal, or his/her designee, whether student release from the school site is necessary.
- Draft incident report by the end of the week.

Fighting or Riot

BOCS staff should follow these guidelines when a fight occurs:

- Send a reliable student to the office to summon assistance.
- Speak loudly and let everyone know that the behavior should stop immediately.
- Obtain help from other teachers if at all possible.
- If students are starting to gather, attempt to get students away from the commotion as quickly as possible.
- Call out the names of the involved students (if known) and let them know they have been identified.
- For the safety of all students, get additional help from law enforcement personnel if confronted with a serious fight, especially one that involves weapons.
- Attempt to separate the involved students by speaking to them in an assertive tone of voice. Consider the age and/or size of the students, as well as personal safety, before stepping between/among those involved in an altercation. If successful in separating the students, try to avoid using further confrontational behavior.
- Remember that no one can “cool down” instantly; give the students time to talk in a calm setting and gradually change the climate of the situation.
- Staff should follow these guidelines when a riot occurs:
 - The Principal, or his/her designee, should encourage teachers and staff to be sensitive to the emotional climate of the campus and attempt to defuse any tensions prior to the eruption of problems.
 - Notify local law enforcement of the disturbance and meet at a pre-designated site to evaluate the situation.
 - Have a law enforcement officer evaluate and call for any necessary resources such as back-up help, emergency medical help, etc.
 - Activate needed emergency plans, which may include:
 - Instructing office staff to handle communications and initiate lockdown orders.

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- Notify transportation to bring appropriate numbers of buses for evacuation or transportation if necessary.
- Assign staff a temporary detention facility, such as a gymnasium, to secure students and log information.
- Direct a teacher or designee to initiate lockdown and immobilize the campus.
- Brief a representative to meet the media.
- Assign staff to a pre-designated medical treatment/triage facility.

Hostage Situation

In case there is a hostage situation at the school, staff should attempt to follow these guidelines:

- Stay calm.
- Don't be a hero.
- Follow instructions of captor.
- Cooperate; be friendly if possible; don't argue with or antagonize captor or other hostages.
- Inform captors of medical or other needs.
- Be prepared to wait; elapsed time is a good sign.
- Don't try to escape; don't try to resolve situation by force.
- Be observant and remember everything that is seen or heard.
- If a rescue takes place, lie on the floor and await instructions from rescuers.
- The Principal or his/her designee should be responsible for the following:
 - Immediately notify law enforcement.
 - Move other students and teachers completely away from those who are in the hostage situation.
 - Keep everyone as calm as possible.
 - Be prepared to answer questions from media or family.

Death of a Student

By far the worst crisis situation is the death of a student. When a student dies, emotional trauma is a natural occurrence for students, faculty, and staff. A student's death, which occurs on campus, particularly as a result of school violence, is admittedly the most extreme case of trauma for family and the school community. There is no procedure that fits every scenario; each case requires individual attention. Certainly, there is no prescribed method for dealing with such tragedy; however, the following are suggestions for a school's response to death, particularly death that occurs as a result of school violence:

- After the initial response, administrators and counselors will meet immediately to review what has happened. Responding to the psychological needs of both staff and students as soon as possible is the best prevention for the development of post-traumatic stress.

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- Get as much information as possible from the family and ask their permission to share it with the students, faculty, and staff. Ask if they have any objection to students, faculty, and staff attending the funeral.
- Relay the information to the students in a factual way, careful to avoid breaching the student or family's privacy. The Principal and a counselor might consider moving from room to room to tell the students what has happened. They should tell the truth, allow for expression of feelings, and affirm any expressions or feelings the students have. Students need to be told that they may visit a counselor's office for special assistance if they need to talk.
- If possible, allow a break after telling the students in order to give them an opportunity to express their grief with other students.
- Upon returning to school, students should be allowed time to discuss their feelings, talk about the deceased, and discuss memories. Give students, faculty, and staff information about the funeral and allow them to attend, provided the family has granted permission.
- Watch for trouble signs among the students. Be prepared to call in extra counselors if necessary.

Intruder or Individual with Deadly Weapon

If someone enters the school grounds or buildings with a deadly weapon, the staff should follow these guidelines:

- Avoid confronting the student or gunman.
- Notify the Principal or his/her designee or school office immediately.
- Identify the student or gunman (if known), the student or gunman's location, and the location of the weapon.
- The Principal or his/her designee should follow these guidelines:
 - Notify law enforcement immediately.
 - Identify the student or gunman (if known), the student or gunman's location, and the location of the weapon.
 - Determine the level of threat. If the level of threat is high, call for additional backup.
 - Attempt to get the weapon from the gunman or student through negotiation, or take other appropriate action with the aid of local law enforcement.
 - If the level of threat is low, call the student to the office and have law enforcement take the appropriate action.

B. EVACUATION

In the event conditions in the community or within the school itself necessitate a site evacuation, the following steps should be taken:

- The Principal or his/her designee should:
 - Notify the school district office, county official or designee.
 - Notify local law enforcement authorities.
 - Notify school transportation support.

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- Note the special needs of students or staff.
- Direct clerical staff to take schools master enrollment list.
- Direct school nurse or designee to prepare emergency medications to be transported.
- Direct all personnel to leave the building and secure the building.
- Notify students' parents or legal guardians as situation permits.
- BOCS staff should:
 - Plan to evacuate his/her class and ride the bus or walk as situation dictates.
 - Take a copy of class enrollment list.
 - Take emergency instructional materials and first aid kits in the event the evacuation lasts several hours.
 - Notify the Principal or his/her designee of any special needs of students and their requirements.

The first choice for a shelter during a building site evacuation is another building designated by the school district, county or other local authority. Once staff and students have arrived at the host site, the following steps should be taken:

- Notify school nurse or local medical personnel of any medical emergencies.
- Consider how students will be fed and restroom needs met.
- Activate crisis intervention team to deal with any emotional trauma.
- Provide area and materials for parents who may arrive to pick up students.
- Provide an area for non-school community evacuees.

C. FLOOR PLAN

A floor plan of the school site buildings and grounds, which indicates the location of all exits, utility shut-offs, fire extinguishers, and emergency equipment and supplies, will be maintained and updated, as necessary. The floor plan should also indicate outdoor assembly area(s) and evacuation route(s) from the site.

A copy of the floor plan will be posted in each classroom at the school, in the school hallway and at the school's main office. Staff should familiarize themselves with the contents of the floor plan and with evacuation procedures.

D. FIRE DRILLS

The school shall conduct fire drills on a quarterly basis to prepare for possible evacuation in case of an emergency. The Principal, or his/her designee, will specify the date and time of fire drills.

Earthquake "drop and cover" drills will be conducted once per quarter. All students and staff are required to participate in these mandated drills.

The Principal, or his/her designee, will designate an outdoor assembly area(s) where students and staff will gather whenever the building is evacuated. Unless instructed otherwise by public safety officials, students and staff will gather by class and attendance will be taken. The names of any missing individuals will be relayed to search and rescue teams and public safety officials.

E. ANNUAL INSPECTIONS

The Principal, or his/her designee, with the assistance of local support personnel where necessary, will conduct an annual inspection for situations that pose potential hazards. Of particular importance is proper storage of chemicals and correct labeling of all containers. Failure of one or more of the utilities (electricity, gas, water) constitutes a condition that must be dealt with on a situational basis. A walk-through inspection of each area of each building will be conducted using a checklist of the following:

- Classroom
- Corridors
- Laboratory/Shop
- Cafeteria/Auditorium (use for all assembly areas)
- Kitchen
- Office (also used for conference rooms)
- Teacher's Workroom and Employee Lounge
- Toilet
- Custodial
- Boiler Room
- Storage Room (also use for File Rooms)
- Yard (or Grounds)

Where multiple rooms of the same type are to be inspected (e.g., classrooms, offices), be sure to note the exact identification (e.g., Room 7; restroom building). Complete each section of the checklist. Provide a brief description of the problem in the section provided.

Appropriate measures will be taken to correct the problem at the direction of the Principal. When possible, personnel at the site (e.g., custodian) will handle corrections or repairs and may provide an estimate of the necessary repairs and corrections. The custodian or other buildings and grounds personnel will advise the Principal, or his/her designee, of problems that cannot be corrected by site staff.

F. PARENTAL NOTIFICATION

In the case of an emergency requiring evacuation of the school site, parents will be notified as soon as possible. At the beginning of each school year, all parents will be asked to provide emergency contact information, sign an emergency medical release form for their child, and designate persons who are authorized to pick-up their child in the event of an emergency.

In the event of an parents/guardians should keep radios tuned to the local radio station for advisory information. Parents should not call the school because we must have the lines open for emergency calls.

G. CLASSROOM SAFETY KITS

Emergency and first aid supplies are necessary when an emergency or injury occurs at the school. Emergency and first aid supplies should be kept in the school's central office and in individual classrooms as needed. At the beginning of each school year, each classroom will receive a classroom safety kit. Suggested items in case of an emergency:

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Blankets	Paper Towels	Candles	Wet Ones
Matches	Batteries	Pillows	Bottled Water
Radio (battery operated)	Flashlights	Sheets	

Suggested first aid items:

Hydrogen Peroxide	Gauze	Tweezers	Iodine	Alcohol
Assorted Band Aids	Sterile Water (for burns)	Tape	Scissors	Instant Ice Packs
Bandages	Package of Sewing Needles	Ace Bandages	Steri-strips or butterfly stitches	Current first aid book
Slings	Anti-bacterial salve	Disposable gloves	Face masks	CPR (disposable mouthpieces)

In case of an emergency evacuation, staff will take this kit to the evacuation site, along with an attendance sheet.

H. BOCS SAFETY MANAGEMENT TEAM

The Principal is the overall director of BOCS Safety Management Team and will appoint those members of the staff necessary to respond to issues of safety at BOCS and in the case of an emergency. Depending upon the nature of an emergency, additional administrative, teaching and support staff may also be part of the team, but may act only when assigned specific duties by the Principal.

I. GUIDELINES FOR HANDLING THE MEDIA

Whenever a natural disaster or crisis situation occurs, media coverage is a certainty. BOCS staff and administrators are encouraged to follow these guidelines when dealing with the media. The Principal should assign a school spokesperson to deal directly with the media.

- Develop a written statement for dissemination.
- Get the maximum amount of information out to the media - and thus the public - as rapidly as possible.
- Appoint a spokesperson (usually the principal).
- Keep the staff informed through one person.
- Be proactive with the media.
- Contact the media before they contact the school.
- Set geographic and time limits.
- Explain restrictions.
- Hold the press accountable.
- Create positive relations with the media before an emergency crisis occurs.

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- Stress positive actions taken by the school.
- Announce new changes made after the incident has passed.

J. DRUGS, ALCOHOL AND TOBACCO

The use or possession of drugs, alcohol, or tobacco is strictly prohibited at the school or around school grounds. If a member of staff suspects that a student is in the possession of a controlled substance, he or she should:

- Identify the parties involved.
- Notify the Principal or his/her designee immediately.
- Follow-up with a written incident report, including any witness statements.

The Principal, or his/her designee, should do the following:

- Assess the situation and determine the level of assistance needed (i.e. school counselor, police)
- Isolate the parties involved for interview/investigation.
- Notify parent or legal guardian.
- Obtain witness statements and document in a written incident report.
- Determine disciplinary consequences. See BOCS Disciplinary, Suspension & Expulsion Policy.
- Determine what intervention or follow-up procedures are necessary including counseling.

K. CHILD ABUSE REPORTING

Child abuse shall be reported in compliance with the procedures set forth in the school's Personnel Handbook and in accordance with California law. The reporting of suspected child abuse is mandatory.

All employees of BOCS are committed to children. Professionals who work with or regularly come into contact with children have a crucial role in their protection. Mandated reporters are designated as such because they are in a position to receive information that a child is or may be at risk, and to pass this information on to the agencies that can intervene to protect the child.

When a teacher or other school staff suspects a case of child abuse, he or she should contact the appropriate child protective authorities immediately.

L. CAMPUS "COMING AND GOING"

Visitors and guests are welcome at the school. However, to safeguard students and staff, reasonable precautions should be taken.

Visitors should:

- Always report and sign in at the office.
- Be provided with a visitor's badge.
- Be prepared to provide identification to school personnel.
- Respect school rules.

BOCS personnel should:

- Ensure all exterior doors are marked with a notice to visitors to first report to the office.

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- Exterior doors should remain locked, except doors near the office area.
- Staff should receive training on how to greet visitors. The first question is “May I help you?”
- Someone should greet every visitor.

Any intruder found roaming the building should be escorted to the office. Someone can then provide any additional information or directions. (NOTE: An intruder is anyone without a visitor’s badge or lacking visible identification stating who they are, i.e., school employee.)

Visitors who fail to comply with school procedures: should verbally be informed they are in violation of school policy. (Example - “Sir, you must report to the office immediately. If you fail to do so, you will be considered a trespasser, and school security will be called.”). If this fails:

- Notify the office of the situation.
- Follow the person, if possible, and continue to give notice of the violation of school rules.
- Police should be notified, or call 911.
- Office should activate building-wide notification plan concerning intruder:
- PA announcement using pre-determined code phrase.
- Classroom doors should be closed.
- Students should remain in current areas.

M. NOTIFYING TEACHERS OF DANGEROUS PUPILS

The Principal will inform teachers and other relevant staff of students who are defined as dangerous as set forth in the California Education Code §48900, including the exceptions to this rule provided therein. BOCS will provide this information to the teacher based upon any records that the school maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a student described in this Section. BOCS is not civilly or criminally liable for providing information unless it is proven that the information was false and that BOCS employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.

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

N. HARASSMENT AND DISCRIMINATION

Harassment and Discrimination are prohibited. They include the following:

- Verbal Threats
- Threatening Behavior
- Hazing
- Intimidation
- Gang Behavior
- Fights

Policies for dealing with harassment and discrimination are described in the Personnel Handbook.

If harassment or discrimination occurs, school staff should:

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- Evaluate the seriousness of the situation and determine the level of assistance needed. If intervention is required, contact support staff. Where a threat of serious bodily injury and/or weapons are involved, call 911.
- Identify the parties involved and give specific verbal directions to discuss the situation. Where a physical altercation is occurring, or is about to occur, call for staff support and immediately separate the parties involved.
- Document the incident, including the names of witnesses and any statements.
- Give incident reports to the Principal, or his/her designee, as soon as possible.

The Principal, or his/her designee, should:

- Assess the seriousness of the incident. If assistance is needed, call necessary support staff. Where a threat of serious bodily injury or weapons is involved, call 911.
- Identify the parties involved.
- Seek written documentation from witnesses.
- Determine disciplinary consequences. See Personnel Handbook; and Disciplinary, Suspension & Expulsion Policy.
- Determine what intervention or follow-up is necessary, including referral to a school counselor, psychologist, or local law enforcement.
- Notify parents or legal guardian and appropriate school personnel of incident.
- Complete a report with a description of the incident and include the names of witnesses and any statements. Summarize the disciplinary procedures used in resolution of the incident.

O. BOCS DISCIPLINE

Discipline will be handled as set forth in the Disciplinary, Suspension & Expulsion Policy.

Acknowledgement of Receipt of Safety Plan

I understand and agree that I will read and comply with the Safety Plan for Barack Obama Charter School.

Signature

Date

Appendix and Attachments to Barack Obama Charter School Petition
BARACK OBAMA CHARTER SCHOOL RENEWAL PETITION

**APPENDIX H:
STUDENT REGISTRATION FORM**

**Barack Obama Charter School
New Student Registration Form
2014-2015**

Office Use Only	
Entry Date	___ / ___ / _____
State ID#	_____
District ID	_____

Student Information

First Name: _____ Middle: _____ Last Name: _____

Address: _____ Apt#: _____

City: _____ State: _____ Zip: _____

Phone: (____) ____-____

Student's Date of Birth: (mm/dd/yyyy) ____/____/____

Student's gender: (Check one only) F= Female M= Male

Student is applying for grade: (Check one only) K 1 2 3 4 5 6

This is the _____ time the student has ever entered this grade level (check one only).

1 = First Time 2 = Second Time 3 = Third Time

The California State Department of Education requires schools to report the following information for students who participate in the Standardized Testing and Reporting Program also known as the STAR testing program. In addition, we are required to report this information as a condition of a major grant we have received. Please assist us by completing the following information so that we may provide the California State Department of Education and our grant donor with the most accurate information possible.

Be assured that this information will be kept confidential.

Student's Primary Race/Ethnicity: (Check one only)

0998 = Alaskan Native or American Indian (Please specify):

Cherokee Chippewa Choctaw Navajo Pueblo

Sioux Other: _____

0999 = Asian (Please specify)

Asian Indian Chinese Filipino Japanese

Korean

Vietnamese Other: _____

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1000 = Black or African American *(Please specify if known)*

Other: _____

1001 = Hawaiian or other Pacific Islander *(Please specify)*

Guamanian Hawaiian Samoan Other: _____

2304 = Hispanic or Latino *(Please specify):*

Argentinean Colombian Cuban Dominican Mexican
Amer. Nicaraguan Puerto Rican Salvadoran Spaniard
 Other: _____

1002 = White *(Please specify if known)*

Other: _____

Other Race/Ethnicity with which the student identifies. Mark all that apply.

0998 = Alaskan Native or American Indian *(Please specify):*

Cherokee Chippewa Choctaw Navajo Pueblo

Sioux Other: _____

0999 = Asian *(Please specify)*

Asian Indian Chinese Filipino Japanese
Korean

Vietnamese Other : _____

1000 = Black or African American *(Please specify if known)*

Other: _____

1001 = Hawaiian or other Pacific Islander *(Please specify)*

Guamanian Hawaiian Samoan

Other: _____

2304 = Hispanic or Latino *(Please specify):*

Argentinean Colombian Cuban Dominican Mexican
Amer. Nicaraguan Puerto Rican Salvadoran Spaniard
 Other: _____

1002 = White *(Please specify if known)*

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Other: _____

English Proficiency of the student: *(Check one only)*

- 1633 = Native English Speaker 1634 = Fluent English Speaker
 1635 = Non-English speaking 1636 = Re-designated as fluent English proficient
 1637 = Status Unknown 2349 = Limited English proficient/English Learner

Primary language spoken at home *(Check one only)*:

- Arabic French Hindi Persian Spanish
 Cantonese French Creole Italian Polish Tagalog
 Chinese (non Cantonese) German Japanese Portuguese Urdu
 English Greek Korean Russian Vietnamese
 Other: _____

Before attending this charter school, the student attended:

School Name: _____

School: _____ City: _____

The school the student attended previously can be categorized as: *(Check one only)*

Public:

- 1821 = Public, same district
 1822 = Public, different district in the same state
 1823 = Public, different state

Private:

- 1824 = Private, non-religiously-affiliated, same district
 1825 = Private, non-religiously-affiliated, different district, same state
 1826 = Private, non-religiously-affiliated, different state

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- 1827 = Private, religiously-affiliated, same district
- 1828 = Private, religiously-affiliated, different district, same state
- 1829 = Private, religiously-affiliated, different state

Non-existent or Foreign:

- 1838 = Original Entry into US school (no previous school)
- 1839 = Original entry into US school (from foreign country with no schooling interruption)
- 1840 = Original entry into US school (from foreign country with schooling interruption.)
- 1830 = Located outside of the country

Other

- 1831 = Institution (example: correctional facility)
- 1832 = Other charter school
- 1833 = Home schooling
- 1834 = Matriculating (in other words, passed previous school's highest grade level)
- 9999 = Other

Has the student taken a standardized test and been determined "Gifted?"

- 0002 = Yes 0232 = No

The questions below pertain to special services currently being received by the student at her or his present school. If you are unaware of the terms used in this box, your child is more than likely not receiving those specific services at this time. If you are unsure, you may leave this section blank and the information will be requested from the child's current school.

Has the student been classified by Special Education Services with any of the following disabilities? (*Check all that apply*)

- 2121 = Autistic/Autism 2122 = Deaf-blindness
- 2123 = Hearing impairment 2124 = Mental retardation
- 2125 = Multiple disabilities 2126 = Orthopedic impairment
- 2127 = Emotional Disturbance 2128 = Specific learning disability
- 2129 = Speech or language impairment 2130 = Traumatic brain injury
- 2131 = Visual impairment 2132 = Other health impairment

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2133 = Deafness 2134 = Developmental delay

2135 = Infants and Toddlers with disabilities 9998 = None

Does the student have an active Individual Educational Plan (IEP)? Yes No

Does the student need 504 accommodations requiring modification? Yes No

How far is the school from your home? . (Approximate distance in miles)

How many times has the student's family moved in the past 12 months?

In the student's home:

Approximately how many books are there where the student resides?

Is there a computer at home? (e.g. desktop/laptop) 0002 = Yes 0232 = No

Is there Internet access at home? 0002 = Yes 0232 = No

Is there a quiet place for the student to study at home? 0002 = Yes 0232 = No

Was any adult employed for income over the past two weeks? 0002 = Yes 0232 = No

Migratory Status: Does the student's Parent or Guardian maintain primary employment in one or more agricultural or fishing activities on a seasonal or other temporary basis?

1641 = Yes 1643 = No

Lunch Status: Under federal meal program guidelines, this student qualifies for the following lunch status: (Check one only)

F = Free lunch FDC = Free lunch in District of Columbia

P = Full pay R = Reduced-price lunch

I don't know. (School will gather this data.)

Among all parents and guardians residing with the student, what is the highest level of education? (Check one only)

Elementary/Middle/ High School	College and Beyond	Other
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<input type="checkbox"/> 0789 = Pre-Kindergarten	<input type="checkbox"/> 1049 = Some college but no degree	<input type="checkbox"/> 0819 = Vocational Certificate
<input type="checkbox"/> 0805 = Kindergarten	<input type="checkbox"/> 1050 = Associate's degree	<input type="checkbox"/> 1046 = Adult Basic Education Diploma
<input type="checkbox"/> 0790 = 1 st Grade	<input type="checkbox"/> 1051 = Bachelor/Baccalaureate degree (BA, AB, BS, etc.)	<input type="checkbox"/> 1047 = Formal certificate or diploma (less than one yr.)
<input type="checkbox"/> 0791 = 2 nd Grade	<input type="checkbox"/> 1052 = Graduate certificate	<input type="checkbox"/> 1048 = Formal certificate or diploma (more than or equal to one year)
<input type="checkbox"/> 0792 = 3 rd Grade	<input type="checkbox"/> 1053 = First professional degree (e.g. DC, DDS, MD, DO, DVM, LLB, JD, M.Div.)	<input type="checkbox"/> 2408 = H.S. completers (e.g. certificate of attendance)
<input type="checkbox"/> 0793 = 4 th Grade	<input type="checkbox"/> 1054 = Master's degree (e.g. MA, MS, M.Ed, MSW, MBA.)	<input type="checkbox"/> 2409 = H.S. equivalency (e.g. GED)
<input type="checkbox"/> 0794 = 5 th Grade	<input type="checkbox"/> 1055 = Specialist's degree (e.g. ED.S)	<input type="checkbox"/> 1043 = No school completed
<input type="checkbox"/> 0795 = 6 th Grade	<input type="checkbox"/> 1056 = Post-Professional degree	<input type="checkbox"/> 9999 = Other
<input type="checkbox"/> 0796 = 7 th Grade	<input type="checkbox"/> 1057 = Doctoral degree (e.g. Ph.D, Ed.D)	
<input type="checkbox"/> 0798 = 8 th Grade		
<input type="checkbox"/> 0799 = 9 th Grade		
<input type="checkbox"/> 0800 = 10 th Grade		
<input type="checkbox"/> 0801 = 11 th Grade		
<input type="checkbox"/> 1044 = H.S. diploma		
<input type="checkbox"/> 1809 = 12 th grade, no diploma		

Health and Immunization Records
Requirements for entrance:

To enter or transfer into public and private elementary and secondary schools (grades kindergarten through 12), children under age 18 must have immunizations as outlined in Health and Safety code Sections 120325-120380 (formerly Sections 3380-3390); California Administrative Code, Title 17, Sections 6000-6075 (see GUIDE TO THE REQUIREMENTS OF THE CALIFORNIA SCHOOL IMMUNIZATION LAW FOR GRADES K-12). Document of these immunizations must be provided prior to the first day of school.

Allergies:

Serious illness(es):

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Currently taking medication?

Release for NEWS/Media

As a student of this charter school, your child may have the opportunity to participate in media coverage for educational purposes. These opportunities may involve activities such as quotes attributed to your child, pictures of your child in the newspaper, on television, or in productions for the school. By signing below, you authorize your child's participation in media activities for educational purposes.

Parent/Guardian Signature: _____ Date: _____

Uniforms

By my signature below, I acknowledge that uniforms are required for all students. Information will be provided to parents from the selected vendor. I accept responsibility for compliance with the school's dress code.

Parent/Guardian Signature: _____ Date: _____

EMERGENCY DATA

Primary Care Physician:

Primary Care Physician Phone Number: _____

Individuals BOCS is authorized to contact in the event of an emergency:

Name	Telephone Number
_____	_____
_____	_____
_____	_____

If BOCS is unable to contact me or any of the individuals listed above, I give permission for my son/daughter to receive medical or dental treatment, including transportation to the nearest medical facility.

I understand that, if emergency medical or dental treatment is needed and the listed emergency contacts cannot be reached, 911 will be called at my expense. I agree that the school cannot assume responsibility for the payment of medical fees for expenses incurred.

I understand that it is my responsibility to promptly inform BOCS of any changes regarding the information on this form.

Parent/Guardian Signature: _____ Date: _____

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Parent/Guardian/Family Information

Parent/Guardian 1

First Name: _____ **Middle:** _____ **Last Name:** _____

Address (if not the same as student address above):

_____ Apt#: _____
City: _____ State: _____ Zip: _____
Home Phone: _____ Work
Phone: _____
Relationship to student: _____ E-mail address: _____

Parent/Guardian 2

First Name: _____ Middle: _____ Last Name: _____

Address (if not the same as student address above):

_____ Apt#: _____
City: _____ State: _____ Zip: _____
Home Phone: _____ Work
Phone: _____
Relationship to student: _____ E-mail address: _____

Does the student have any siblings?

Name	Age	Current School
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Emergency Contact Information

Physician: _____ Phone #: (____) _____

Health Insurance: _____ Policy #: _____

Individuals BOCS is authorized to contact in the event of an emergency:

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Name

Telephone Number

_____	_____
_____	_____
_____	_____

If BOCS is unable to contact me or any of the individuals listed above, I give permission for my son/daughter to receive medical or dental treatment, including transportation to the nearest medical facility.

I understand that, if emergency medical or dental treatment is needed and the listed emergency contacts cannot be reached, 911 will be called at my expense. I agree that the school cannot assume responsibility for the payment of medical fees for expenses incurred.

I understand that it is my responsibility to promptly inform BOCS of any changes regarding the information on this form.

Parent/Guardian Signature: _____ Date: _____

AUTHORIZATION FOR STUDENT PICK-UPS

The following individuals are authorized to pick up my child from school:

Name

Contact Phone

Relationship

_____	_____	_____
_____	_____	_____
_____	_____	_____

Parent/Guardian Signature: _____ Date: _____

END of Parent/Guardian Information

Appendix and Attachments to Barack Obama Charter School Petition
BARACK OBAMA CHARTER SCHOOL RENEWAL PETITION

**APPENDIX I:
BUDGET**

BUDGET ASSUMPTIONS

2014-15

Revenues

- Project student enrollment of 344. Average Daily Attendance (ADA) of 326.8 (95% attendance rate)
- According to SSC Estimated LCFF Funding, assume \$6,452 per ADA. Due to adoption of LCFF, Charter Schools do not receive Charter Categorical Funding (i.e. Categorical Block Grant, Economic Impact Aid, New Charter School Supplemental Grant, etc.).
- Federal and State Child Nutrition are based on current funding for school.
- Title I, Part A award of \$118,041 towards the end of the fiscal year. Increase in the outgoing years is increased relevant to enrollment.
- State Lottery funds of \$50,327.
- IDEA Federal Revenue of \$44,529 (based on El Dorado SELPA rates). AB602 Special Education Revenue of \$146,471. Increase is relative to increase in enrollment.
- Ingenium Schools has a \$1.3M line of credit from its bank, Pacific Western Bank. This amount has not been included in the budget or cash flow; however, is available to Barack Obama Charter School, if needed.

Expenditures

- Average certificated teacher salaries will be \$44,945. There will be 14 full-time, credentialed teachers.
- Increase in certificated staff is based on enrollment in the outgoing years. Classified staff will remain the same.
- All full time employees will be entitled to full medical and dental benefits. Certificated staff will participate in STRS.
- Instructional materials and supplies of \$19,054.

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- Rental/Leases (5600) is based on Prop 39 facilities use expenses currently incurred by Barack Obama Charter School of \$201,106.
- No capital expenditures as this is a Prop 39 site.
- Consulting services (5800) of \$39,000.
- Audit and Legal Services (5805) of \$4,000.
- Non-capitalized furniture budgeted for \$27,389.
- 6% of revenues paid to the CMO (Ingenium Schools) each year. Business service provider expense will be absorbed by Ingenium Schools.
- No Special Education contribution (7010) since revenues reflect the net of the school's encroachment.
- Health and Welfare benefits calculation is based on the schools contribution cap of \$504/mo. per eligible employee. Excess of this amount is an employee contribution.
- Health and Welfare benefits increase by 5%.
- No inflation rate increases on non-payroll expenses until 2016-17.

2015-16

Revenues

- Project student enrollment of 372. Average Daily Attendance (ADA) of 353.4 (95% attendance rate)
- According to SSC Estimated LCFF Funding, assume \$7,668 per ADA. Due to adoption of LCFF, Charter Schools do not receive Charter Categorical Funding (i.e. Categorical Block Grant, Economic Impact Aid, New Charter School Supplemental Grant, etc.).
- Federal and State Child Nutrition are based on current funding for school and increased based on enrollment.
- Assume Title I, Part A award of \$127,649.
- State Lottery funds of \$54,424.

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- IDEA Federal Revenue of \$48,154 (based on El Dorado SELPA rates). AB602 Special Education Revenue of \$158,393. Increase is relevant to increase in enrollment.

Expenditures

- Salary increases of 3%.
- Average certificated teacher salaries will be \$46,213. There is an additional credential teachers during this year, increasing the total count 15.
- Increase in certificated staff is based on enrollment in the outgoing years. Classified staff will remain the same.
- All full time employees will be entitled to full medical and dental benefits. Certificated staff will participate in STRS.
- Addition of one educator (\$45k) and proportional H&W benefits increases
- Rental/Leases (5600) is based on Prop 39 facilities use expenses increased proportionate to enrollment.
- Most services (5000) expenses increase relative to enrollment in this and future years.
- No Special Education contribution (7010) since revenues reflect the net of the school's encroachment.
- Health and Welfare benefits increase by 5% and the cost of the additional eligible employees.
- No inflation rate increases on non-payroll expenses until 2016-17.

2016-17

Revenues

- Project student enrollment of 400. Average Daily Attendance (ADA) of 380 (95% attendance rate)
- According to SSC Estimated LCFE Funding, assume \$7,668 per ADA. Due to adoption of LCFE, Charter Schools do not receive Charter Categorical Funding (i.e. Categorical Block Grant, Economic Impact Aid, New Charter School Supplemental Grant, etc.).

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- Federal and State Child Nutrition are based on current funding for school and increased based on enrollment.
- Assume Title I, Part A award of \$137,257.
- State Lottery funds of \$58,520.
- IDEA Federal Revenue of \$51,788 (based on El Dorado SELPA rates). AB602 Special Education Revenue of \$170,315. Increase is relevant to increase in enrollment.

Expenditures

- Salary increases of 3%.
- Average certificated teacher salaries will be \$47,600. No change in full-time credentialed teachers.
- All full time employees will be entitled to full medical and dental benefits. Certificated staff will participate in STRS.
- Rental/Leases (5600) is based on Prop 39 facilities use expenses increased proportionate to enrollment.
- Revenues paid to the CMO (Ingenium Schools) increased relevant to enrollment. Business service provider expense will be absorbed by Ingenium Schools.
- No Special Education contribution (7010) since revenues reflect the net of the school's encroachment.
- Health and Welfare benefits increase by 5% and the cost of the additional eligible employees.
- Non-payroll expenses increased by 3% inflation rate.

RESERVE FOR ECONOMIC UNCERTAINTY

Barack Obama Charter School will maintain a reserve for economic uncertainty equivalent to at least 5% of expenditures in all fiscal years.

MODEL SENSITIVITIES

Barack Obama Charter School's budget is most sensitive to:

- 1) The amount of the principal apportionment.

BARACK OBAMA CHARTER SCHOOL RENEWAL PETITION

- 2) Average Daily Attendance.
- 3) Certificated teacher salaries.
- 4) Facility costs.

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**APPENDIX J:
A DAY IN THE LIFE OF A STUDENT**

A DAY IN THE LIFE OF A FOURTH GRADE STUDENT
AT BARACK OBAMA CHARTER SCHOOL

This scenario illustrates a day in the life of Miguel Saucedo, a fictional fourth grade student at Barack Obama Charter School. It is told from Miguel's perspective.

At 7:50, when the school bell rings, I'm sitting quietly in my seat reading *Harry Potter and the Sorcerer's Stone*. I have my pencil, homework, and student goal folder on my desk. My first class is English Language Arts.

Janice Cota, our class goal monitor for the day, is entering the number of students who are sitting quietly and prepared to work in the class goal folder. When we started the year, some students arrived after the bell rang, were not reading, or did not have their materials out when the bell rang. As a class we agreed that we had to come to school on time and be prepared to learn because we were not achieving our goals.

We agreed to an action plan to get everyone to be in their seats on time and ready to go. The plan requires that Janice record the number of students each day that are ready to go when the bell rings. When we all are ready every day for one week, the whole class will get the prize that the class agreed to – a fruit smoothie party. We turned in our plan to the Principal, Ms. Bakeer, and explained to her that we are working to improve our attendance and level of preparedness when we arrive at school. Ms. Bakeer had been checking our attendance data and noticed that our class was struggling to arrive on time. She asked us to keep her informed of our progress.

We have our student goal folders out because it's Monday – the day when we get the results back from our Friday assessments. Ms. Jarndyce, my English Language Arts teacher, has a big smile on her face, so I know we did well. Janice posts the class results on the wall.

Our class did well on the reading assessment and we met our goal for the week in reading, but I did not make the improvement that I planned in the reading section of my student goal folder. I wrote an action plan for what I am going to do to catch up with the rest of the class. The Plan, Do, Check, Adjust template helped me write my action plan. I'm going to read an extra 30 minutes a day at home and ask my older brother Carlos to help me with words I don't understand. This has been a problem for me because I sometimes get discouraged when I come across new words and stop reading. I think Carlos can help me. I am also going to use the comprehension questions that Ms. Jarndyce gave to us to use with any story that we read.

Sarah won the Accelerated Reading Award for the month. She told me she likes this school because you get recognition for academic improvement, not just for sports.

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We separated into four groups. Three of the groups read while Ms. Jarndyce worked with the group I am in (the one with the students who did not meet their reading goals) to help us improve our reading so that we will meet customer expectations.

In our math class the next period, Mr. Toby gave us our math assessment results. I did well but the class did not. Many students cannot “(m)ultiply and divide expressions involving exponents with a common base,” one of the standards we wanted to have mastered by now. I’m good at doing this. We worked on a class action plan for how we are going to master this standard before the next assessment. We are going to separate our class into six groups, each with a high-scoring student, to work on this standard. Mr. Toby is going to give us worksheets that use this standard to work on in the groups. He also is going to go around to each group to see how it is going and give tips. I’m going to be leading one of the groups as a math prefect. I like helping other people when I am successful at something and I know that they will help me when I need help with my reading.

During science, which Mr. Toby also teaches, we learned about the rock cycle, which includes the formation of new sediment and rocks, and that rocks are often found in layers with the oldest generally on the bottom. I put my notes in my homework folder to study at home tonight. Before we were allowed to go home for the day we had to fill our out agendas. We copied the standard that we learned for each subject from the board into our agenda. Part of our homework each night is to review the standards that we learned with our parents so that they understand what we are studying. Then I wrote down my assignment for each subject. I also wrote a note to begin looking for a book for my next book report. My choice is not due until Friday, but I sometimes forget to look for one and I wanted to begin early this time. Finally, I wrote a half page letter to my parents explaining how I did on my assessments last week and what my new goals and action plans are for this week. Mondays are an important day of the week for me because they help me make a plan for the rest of the week so that I know what to expect.

BARACK OBAMA CHARTER SCHOOL RENEWAL PETITION

**APPENDIX K:
BOARD AND KEY STAFF MEMBER RÉSUMÉS**

MARTHA D M NOTARAS
1308 Bienvenida Avenue
Pacific Palisades, CA 90272
martha@optimalcap.com
(310) 454 8094; Cell (310) 926 9670

SUMMARY

Experienced business development and investment professional with market expertise in education technology, insurance, financial services and commercial real estate. Proven track record of delivering growth and revenue diversification, including investing over \$600 MM in 20 business information services companies for strategic investor. Extensive experience as board director and chairman. Skilled at adding value to organic development plans by identifying strategic opportunities.

EXPERIENCE

OPTIMAL CAPITAL DEPLOYMENT

2010 - Present

President

Provide strategic, corporate development and acquisition support to consulting clients. Recent assignments include: due diligence for \$800 MM business information transaction; development of business plan for financial services start-up; and market review to prepare for new product launch.

DMG INFORMATION

1994 - 2010

Extensive experience in strategic investment and corporate development for a division of The Daily Mail & General Trust, a UK-based media company with \$3 billion market capitalization. Launched and ran acquisition program to build US business information portfolio. In 2010, this portfolio represented 20% of the parent company's revenues and 30% of its profits, growing from a negligible percentage in 1994.

Executive Vice President

2003 - 2010

Los Angeles, CA

Responsible for investing in high growth business information and education technology companies. Sourced investments, managed due diligence, negotiated transactions. Invested \$330 MM in ten companies. Provided strategic support to portfolio companies through internal consulting, CEO coaching and development of strategic plans. Managed auction process for successful sale of portfolio company. Served on the board of directors of six operating companies. Chairman of three companies in enterprise software, real estate information analytics, and education technology.

Interim CEO, Xap Corporation

5/2004 – 10/2004

Culver City, CA

Led this portfolio company following the founder's unexpected death. In addition to CEO responsibilities, acted as head of sales for this 50 person education technology company. Worked with staff to create a sales-oriented culture. Interacted frequently with customers, including making successful proposals for over \$3 MM in new business. Served as Chairman of Xap through 2006.

Executive Vice President

1998 – 2003

Stamford, CT

Managed investment process from deal sourcing to initial due diligence through deal negotiations and board representation. Invested \$175 MM in six software and professional information companies. As a result of the growth of the US portfolio, the headquarters of DMG Information moved from the UK to the US. Assisted portfolio companies in business development. Served as director on the board of six operating companies and chairman of two operating companies.

Martha D M Notaras
martha@optimalcap.com

Business Development Director **1995 - 1998**
Stamford, CT

Established US presence for DMG Information by investing \$125 MM in three software and information companies. Led due diligence and negotiations. Managed investment bank retained to assist in identifying acquisition targets. Worked closely with CEO of educational information company to develop strategic and tactical plan, as well as implementation plan for market-driven product changes.

Business Development Manager **1994 - 1995**
London, UK

Recommended new investment strategy which was adopted. Made initial business information investment under the new strategy. Negotiated transactions on behalf of portfolio company for add-on acquisitions. Hired and managed research analysts. Oversaw research which became the foundation of profitable new product line in education information business.

TIME INC., New York, NY **1991-1993**
Financial Manager, Business Analysis for Production Department

Provided strategic support on all aspects of purchasing and inventory management of paper for major international publications. Directed four managers in the redesign and implementation of major computer system to automate \$200 million in annual paper purchases and resulting inventory. Created predictive model of paper utilization, identifying savings of \$5 million.

MERRILL LYNCH & CO., New York, NY **1987-1991**
Associate, Investment Banking

Completed a broad range of assignments in Mergers and Acquisitions, Corporate Finance and Real Estate. Responsible for relationship management, project execution and overseeing financial analysis. Solicited new business including equity, debt and structured financings. Developed offering materials and participated in sale process for over \$400 million of diverse properties. Created marketing materials and participated in sale of major sugar company, achieving price substantially above seller's expectations.

CREDIT SUISSE, New York, NY **1983-1985**
Assistant Treasurer/Relationship Manager

Gained over \$55 million in new commitments from Fortune 500 clients in Pittsburgh and New York.

EUROPEAN AMERICAN BANK, New York, NY **1982-1983**
Credit Trainee/ Territorial Assistant

EDUCATION

HARVARD GRADUATE SCHOOL OF BUSINESS ADMINISTRATION
Master in Business Administration **1985-1987**
Earned Baker Scholar for graduating in top 5% of class.

PRINCETON UNIVERSITY
Bachelor of Arts, Comparative Literature, Cum Laude **1978-1982**

Martha DM Notaras
Martha@optimalcap.com

COMPANY BOARD EXPERIENCE

Company	Description of Products and Services	Position	Date Served
Dolphin Software Portland, OR www.dolphinmsds.com	Enterprise software for total chemical management. Sold in 2008 to I.H.S.	Chair	1997 – 2008
Environmental Data Solutions Milford, CT www.edrnet.com	Geographic-based real estate information for environmental due diligence in the US.	Director	1997 – 2003
ERisk New York, NY www.erisk.com	Software related to enterprise risk management for financial institutions. Sold in 2005 to Sungard.	Director	2001 – 2003
Hobsons Cincinnati, OH www.hobsons.com	Educational technology to support college admissions process. International publisher of educational and careers information.	Director	1997 – 2004; 2005 - 2010
Landmark Information Group Exeter, UK www.landmarkinfo.co.uk	UK site-specific environmental reports and mapping software for use by property professionals.	Director	2002 – 2003
Property & Portfolio Research Boston, MA www.PPR.info	Independent real estate analytics, research and portfolio strategy for institutional real estate community in the US and Europe. Sold in 2009 to Costar.	Chair	2002 – 2003; 2005 - 2009
Real Capital Analytics New York, NY www.rcanalytics.com	Comprehensive data and analytics on worldwide commercial real estate transactions.	Director	2007 - 2010
Risk Management Solutions Newark, CA www.rms.com	Sophisticated modeling software and information to enable insurers and reinsurers to manage risk of natural and man-made catastrophes. Separate division of parent company in 2008.	Director	1998 – 2008
Sanborn Map Company Colorado Springs, CO www.sanborn.com	Digital maps and geographic information systems for local, state and federal governments and engineering firms.	Director	2000 – 2010
Trepp New York, NY www.trepp.com	Analytics, technology and information used in trading Commercial Mortgage Backed Securities.	Director	2004
Xap Culver City, CA www.xap.com	Educational technology linking high school students to colleges. Leading US provider of Internet-based electronic college applications.	Chair	2003 – 2006

MICHAEL NOBLE, EdD, MBA, MS

miketnoble@mac.com

19024 Fieldstone Court

Salinas, California 93908

(831) 676-3486

Regional-Executive Director**Human Capital Management / P&L / Key Partnerships / Operations / Process Improvement
Startups / Turnarounds / Strategic Planning / Team Building / Policies & Procedures**

Experience ranges from taking a startup public to Fortune 500 with various management roles in education, healthcare, real estate development, and environmental health and safety in companies such as **Liberty Mutual** and **McGraw-Hill**. Proven record of cost containment while increasing customer satisfaction and company profitability including:

Implementing process improvement and change management**Developing policies to promote business development and customer satisfaction**

Results oriented self-starter with documented problem solving, team building, communication, and management skills. My credentials include an **Ed.D**, Organizational Development from the University of La Verne, **MBA**, Health Service Management from Golden Gate University, and a **MS** Public Health and a **BS** from the University of South Carolina. Member of the American College of Healthcare Executives

SELECTED ACCOMPLISHMENTS

Published a management book with Wiley & Sons illustrating how quality and environmental management tools could be integrated to evaluate and control process risk. Environment Business said, "This could be your management equivalent of the bible."

Turned around underperforming region: Recruited by CTB McGraw Hill who was losing customer contracts and client satisfaction. I increased sales by 50% (\$30M-\$45M) in four years by clearly documenting customer requirements, and improving customer communications and service delivery processes. Oversaw direct-reporting team of project managers and indirect staff of 100+ personnel spanning design, production and delivery. Initiated customer focus groups, required monthly program manager site visits and weekly conference calls improving delivery strategies, and creating significant program improvements.

Implemented programs to work globally with multi-national customers: Liberty's multi-national customers wanted alignment of their production facilities domestic and global environmental health and safety programs. I led business development, marketing, and service delivery of global EH&S risk management services for multiple Fortune 500 companies. Initiative led to \$4M in annual consulting revenues with projects in over 12 countries.

Created jobs while cutting costs: Due to military base closings, unemployment impacted the local economy. I developed concept to reduce costs of closing base environmental remediation by training and hiring federal employees to do the work. Lobbied congressional representatives, resulting in \$5m DoD bill to fund project.

CAREER HISTORY

CEO/Executive Director, Aventura, 2006 to Present. Aventura is a hotel and storage development company. Direct the site identification, market evaluation, and business plan development for niche market hotels and storage facilities. Gained preliminary design and city approvals for three-star, LEED-certified hotel projects in Kansas and Utah.

Director of Baldrige in Education, Santa Cruz Office of Education, 2005 to 2006. Managed Baldrige in Education program while completing doctoral research. Provided training and updated all quality education training materials.

Regional Director, Western Region, CTB McGraw Hill, 2001 to 2005. Led the revitalization of the 13 state region with P&L accountability for a \$45m budget.

Assistant Vice President, SAIC, 2000 to 2001. A \$1B environmental health and safety consulting service company. Developed a business plan for marketing international environmental health and safety services to U.S. multinational companies. Led staff of 45 while overseeing regional operations, business development and marketing for consulting division providing environmental risk management services.

Earlier Career: Director of International EH&S Risk Management, Liberty International. **President**, Certified Environmental Consulting. **Director of Occupational Health & Safety**, Mare Island Naval Shipyard. Ten years health care clinical and research experience. **Board Member**, Vallejo General Hospital.

Personal Interests: I enjoy skiing, snorkeling, scuba diving, sailing, traveling, reading and biking.

JOAN SABREE FAQIR

233 Regent Circle
Inglewood, California 90301

(310) 674-2034
jfaqir@lausd.k12.ca.us

EDUCATION:

Texas Southern University, Houston, Texas, 1963-1967 B.B.A.

District Intern Program, LAUSD, 1987-1989
Clear California Credential, Multi Subject, K-Adult Ed. CLAD Certification

CURRENT POSITION:

Executive Director, Center for Advanced Learning, Los Angeles, California
2007-current

PREVIOUS POSITIONS:

Fifth Grade Teacher, Shirley Avenue Elementary
Instructor, District Intern Program; BTSA Support Provider
1987-2007

Principal, MuMin Academy, Oklahoma City, Oklahoma
1980-1986

Co-Director, Public Relations, Morehouse College, Atlanta, Georgia
1975-1980

Public Relations Director, Riverside Hospital, Houston, Texas
1973-1975

Purchasing Agent, Food Services, Texas Southern University
1969-1973

Department Manager, Buyer, Foley's Department Store, Houston, Texas
1967-1969

SUMMARY:

Joan Sabree Faqir is the Executive Director of the Center for Advanced Learning in Los Angeles, a start-up Baldrige-based charter school. She was instrumental in developing the charter application and the board; in shepherding the application through Los Angeles Unified School District; and in launching the school. The school was fully enrolled its first year (with 216 students) and was widely regarded for its successful initiation year.

Joan Faqir was a fifth grade teacher at Shirley for eighteen years. She served as grade level chairperson, grade level representative for science with her local district, and BTSA support provider for her school. She specializes in literacy, English Language Development, Multicultural Education and the Social Sciences as she instructs in the District Intern Program and BTSA.

Joan Faqir also serves as President of UCLA's Chapter of Phi Delta Kappa and President of Al-Taliah (Vanguards for Literacy). She is a multiple nominee for Who's

Who amongst American Teachers and holds memberships in numerous other professional and service organizations. In addition, she has been featured as a teacher in *USA Today*, and *the Los Angeles Times*.

Alan W. Campbell

[1101 W. 138th Street Compton, CA 90222] [(310) 429-9904] [Awaynealan@aol.com]

Objective

Student Professional Worker I - Exam No. R8243B / Bulletin 156BR

Experience

Information Systems Operations Manager II

02/2002 - 09/2007 (Retired) City of Los Angeles, Information Technology Agency

- Plan, organize and direct the work and training of employees (49) engaged in performing the activities and functions of a data processing center including computer shift operations, production control and scheduling, automated computer operations, terminal management, applications documentation and tape library activities.
- Determine policies and develop procedures to expedite work and ensure accuracy, considerable liaisons with employees in other sections and user departments, handling complex transactions and large projects, meeting critical processing schedules.

Information Systems Operations Manager I

09/2000 - 02/2002 City of Los Angeles, Information Technology Agency

- Prepare and supervise the preparation of status and special reports, solve difficult computer problems, assist employees in preparing for promotions, apply job related criteria in selecting, orienting, assigning, training, counseling, evaluating and disciplining subordinates, processing and resolution of grievances.
- Assist in budget planning and other task of division administration, good knowledge of supervisory principles and practices, including planning, delegating, and controlling the work of subordinates, and safety principles and practices.

Senior Computer Operator II

05/1985 - 09/2000 City of Los Angeles, Information technology Agency

- Operate computer and peripheral equipment, ensuring the timely completion of work, develop work procedures, direct employees to take appropriate action in maintaining system availability, correcting data input errors, and remedying computer stoppages.
- Train subordinate personnel in new and complex procedures, effectively carry out complex written and oral instructions, using initiative in organizing and ensuring the timely completion of work, develop work procedures, deal tactfully and effectively with vendors and other City employees.

Computer Operator I/II, Senior Computer Operator I
12/1983 - 05/1985 City of Los Angeles, Data Service Bureau

- Good knowledge of operating capabilities and uses of computers and peripheral equipment, data processing control principles and procedures, data production control, computer operations automation support and terminal management activities.

Community

Activities & Logistics Coordinator / IT Operations Mgr. (Volunteer)SS
11/2007 - Current. Parents Fight Autism Together (P-FAT). Non-Profit
Community Service Organization

- Working with the formal and informal power structures in the community, community leaders, and parents to provide services and resources to families of autistic children struggling to cope.
- Gathering information and resources available through the California Department of Developmental Services, Department of Education, and under the Child Health Act of 2000.
- Solicitation of the local business community to donate/participate in programs and services to accommodate unique needs in medical/dental treatment, education, and socialization efforts.
- Direct, plan, and coordinate the operation of data processing hardware and software.

A.C. Bilbrew Library (LACNTY): Community volunteer, assist and support through fund raising, promotion of programs, and library celebrations during the year, including Black History Month, Living Legends Program, National Library Week, and the Summer Reading Program for Children.

Education

Manual Arts High School 1967 - 1970 (Graduated)
Los Angeles Southwest College - Spring 2007 thru Spring 2011

- Administration of Justice (major)- 86 units completed
- Community and Human Relations Concepts
- Oral Communications / Critical Thinking
- Certificate of Completion - Administration of Justice (06/2010)
- Certificate of Achievement - Fingerprinting (06/2010)
- California DOJ Fingerprint Rolling Certification (06/2010)

NIROSHA RUWAN

310-990-1035 • Email: nirossha@gmail.com

EDUCATION:

Harvard Law School

Juris Doctor, Cum Laude, 2001

- Board of Directors, Harvard Mediation Program
- Irving R. Kaufman Fellowship Award in Public Interest Law
- Hewlett Fellowship Award in Law and Negotiation
- Editor, Harvard Negotiation Law Review

Harvard College

Bachelor of Arts in Social Studies, Magna Cum Laude, 1998

- Board of Trustees, Phillips Brooks House Association (a nonprofit public service organization)
- Director, Housing Opportunities Program (a microfinance program dedicated to the prevention of homelessness in the Boston area)

EXPERIENCE:

Principal, Ruwan Law Group, PC

Los Angeles, CA

May 2012 – Present

- Negotiate, draft agreements and counsel clients on corporate governance, entity formation, debt and equity financing, real estate and commercial transactions.
- Substantial experience in intellectual property, media and technology transactions.

Director, Rockhold Education, Inc.

Los Angeles, CA

July 2012 – Present

- Lead team of advisors that provides college admissions and tutoring services for middle school and high school students.
- Develop program curriculum and train advisors.

Associate, Latham & Watkins LLP

Los Angeles, CA

May 2007 – April 2012

- Provided corporate and intellectual property advice in high stakes deals, including mergers and acquisitions, IPOs and venture capital transactions.
- Negotiated and drafted complex intellectual property licenses and commercial agreements.
- Counseled clients on corporate governance issues.
- *Pro bono* clients included local and national non-profit organizations.
- Received firm recognition for exemplary *pro bono* services.

Associate, Cleary, Gottlieb, Steen & Hamilton LLP

New York, NY

October 2002 – August 2004

- Negotiated and drafted transactional documents, coordinated diligence and provided corporate law advice in equity and debt offerings, mergers and acquisitions, and finance transactions.
- *Pro bono* clients included nonprofit organizations, arts groups and international charities.

INTERNATIONAL POLITICAL EXPERIENCE:

Deputy Director, Secretariat for Coordinating the Peace Process Government of Sri Lanka

Colombo, Sri Lanka

August 2004 – October 2006

- Assisted the Government of Sri Lanka in negotiations with the Tamil Tigers on issues relating to the ceasefire agreement, constitutional arrangements and the distribution of tsunami aid.
- Drafted agreements, conducted legal research, and created partnerships with the United Nations, World Bank and the private sector.

Consultant, National Assembly of the Kingdom of Cambodia

Phnom Penh, Cambodia, September

2001 – September 2002

- Assisted the Cambodian government in establishing a regional conflict resolution initiative in Asia.
- Served as lecturer in Constitutional Law at national university.

BAR ADMISSIONS:

- New York (2003 – Present)
- California (2007 – Present)

BARACK OBAMA CHARTER SCHOOL RENEWAL PETITION

**APPENDIX L:
PRESIDENT EVALUATION FORM**



A Guide to Reinvigorating Schools: Chapter 1 - Re-emergence Shared Vision

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Sample Superintendent Evaluation

NAME _____ DATE _____

Please read columns and indicators, check appropriate boxes. Mark the number along the continuum with an **X** above the column that best identifies where you believe your district superintendent performs in each area.

Leadership – how well does the superintendent approach, guide, review and refine the art of leadership (Baldridge 1.1.1,2)

1	2	3	4	5	6
<ul style="list-style-type: none"> • Occupied with routine matters of budget and facilities, etc. • Rarely seeks new information • Lack of vision, systems- perspective, deployment skills, agility 	<ul style="list-style-type: none"> • Handles routine matters • Expressed concern for poor student achievement • Seldom engages in dialogue with colleagues or stakeholders to ascertain needs • Fails to enlist partners 	<ul style="list-style-type: none"> • Enlists support personnel to assist with routine tasks • Attempts to stay current by attending seminars, conferences, legislative fly-ins, reading journals, etc. • Conducts routine meetings with some staff and stakeholders 	<ul style="list-style-type: none"> • Seeks means of additional revenue for the purpose of expanding projects, programs for student achievement • Proactively researches trends in educational leadership, incorporates many ideas into plans • Organizational activity is learning-centered 	<ul style="list-style-type: none"> • Innovative and obtains additional revenue • Applies current research and best strategies in moving all stakeholders through improvement process • Realizes future needs with agility • Shares knowledge, information, data, and resources consistently 	<ul style="list-style-type: none"> • Recipient of grant and foundation funding • Consistently articulates visionary leadership and district mission which is clear to all stakeholders • Strategic planning is systematic and ongoing with stakeholder input • Acknowledges, supports, values, and celebrates stakeholder involvement • Possesses a keen focus on the future for results • Expands the system beyond the primary organization • Conducts an annual self-assessment

Indicators all of which must be present for Level 6:

- Current job descriptions are developed with and for employees for role clarification (date of creation or modification is evident)
- District calendar reflects meeting dates with stakeholder groups
- School board minutes demonstrate sustained vision through budget preparation, program implementation, stakeholder participation
- Awards/plaques/trophies are received for outstanding achievement
- Samples of communication (newsletters, narrative from radio spots, fliers) are archived and retrievable
- Past and present grant applications are recipient notifications are on file
- Travel logs/attendance sheets are maintained, indicating attendance at local, state, national workshops, conferences, professional associations with information summarized as to merit of experience and how it will benefit the district
- Frequent Executive summary document progress and are received by all stakeholders

Appendix and Attachments to Barack Obama Charter School Petition
BARACK OBAMA CHARTER SCHOOL RENEWAL PETITION

**APPENDIX M:
EMPLOYMENT AGREEMENT**

EMPLOYMENT AGREEMENT FOR:

**Teacher
Between**
Ingenium Schools

**And
[Employee]**

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above named employee (“Employee”) and Ingenium Schools. Ingenium Schools Board desires to hire employees who will assist Barack Obama Charter School’s Principal in achieving the goals and meeting the requirements of Barack Obama Charter School’s charter. The parties recognize that Barack Obama Charter School is not governed by the provisions of the California Education Code except as expressly set forth in ICS Act of 1992. The Board desires to engage the services of the Employee for purposes of assisting the Principal in implementing the purposes, policies, and procedures of Barack Obama Charter School.

WHEREAS, Barack Obama Charter School and Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. Statutory Provisions Relating to Charter School Employment

1. Barack Obama Charter School has been established and operates pursuant to ICS Act of 1992, Education Code §47600, et seq. Barack Obama Charter School has been duly approved by the Compton Unified School District. A copy of Barack Obama Charter School’s charter is attached hereto and fully incorporated by reference herein.
2. Pursuant to Education Code §47604, Barack Obama Charter School has elected to be formed and to operate as a non-profit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 et seq. of the Corporations Code). As such, Barack Obama Charter School is considered a separate legal entity from the Compton Unified School District, which granted the charter. The Compton Unified School District shall not be liable for any debts and obligations of Barack Obama Charter School, and the employee signing below expressly recognizes

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BARACK OBAMA CHARTER SCHOOL RENEWAL PETITION

that he/she is being employed by Barack Obama Charter School and not the Compton Unified School District.

3. Pursuant to Education Code §47610, Barack Obama Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code §47610.
4. Barack Obama Charter School shall be deemed the exclusive public school employer of the employees at Barack Obama Charter School for purposes of Government Code §3540.1.

B. *Employment Terms and Conditions*

1. DUTIES

Employee will perform such duties as Barack Obama Charter School may reasonably assign and Employee will abide by all Barack Obama Charter School's policies and procedures as adopted and amended from time to time. Employee further agrees to abide by the provisions of Barack Obama Charter School's charter.

Employee duties may be amended from time to time in the sole discretion of Barack Obama Charter School. The employee will be employed as a Teacher with the following general duties:

2. WORK SCHEDULE

The work schedule for this position shall be:

Weekly work hours: 7:45-4:30

Start/End Dates: 8/26/13 - 6/30/14

Full or Part-Time: **Full Time**

Work days for the Employee shall be consistent with the applicable calendar of work days for this position for an indefinite term until terminated in accordance with the provisions of this Agreement. Employment is at-will as specified in Section [C] below.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with Barack Obama Charter School.

3. COMPENSATION

The total compensation for the term of the contract will be \$**x** on an annualized basis, paid in either 10 or 12 monthly installments.

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4. EMPLOYEE BENEFITS

Employee will be entitled to participate in designated employee benefit programs and plans established by Barack Obama Charter School (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be amended and modified by Barack Obama Charter School.

5. EMPLOYEE RIGHTS

Employment rights and benefits for employment at Barack Obama Charter School shall only be as specified in this Employment Agreement, Barack Obama Charter School's charter, the Charter Schools Act, and Barack Obama Charter School's personnel policies, which from time to time may be amended and modified by Barack Obama Charter School. Employment rights and benefits may be affected by other applicable agreements, directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with the Barack Obama Charter School.

6. LICENSURE

Employee understands that employment is contingent upon verification and maintenance of any applicable licensure credentials.

7. CHILD ABUSE REPORTING

California Penal Code §11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

By executing this Agreement, the Employee acknowledges he or she is a childcare custodian and is certifying that he or she has knowledge of California Penal Code §11166 and will comply with its provisions.

C. *Employment At-Will*

Barack Obama Charter School may terminate this Agreement and Employee's employment at any time with or without cause, with or without notice, at Barack Obama Charter School's sole and unreviewable discretion. Either party may immediately terminate this Agreement and Barack Obama Charter School's employment upon written notice to the other party.

Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of Barack Obama Charter School. No one other than the Board of Ingenium Schools

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has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of Ingenium Schools and by the affected employee and must specifically state the intention to alter this “at-will” relationship.

Without impacting the at-will nature of the employment relationship, Barack Obama Charter School may attempt to remedy and address issues of unsatisfactory performance with the Employee in accordance with Barack Obama Charter School’s policy on Evaluation/Reviews.

D. General Provisions

1. WAIVER OF BREACH

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. ASSIGNMENT

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. GOVERNING LAW

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. PARTIAL INVALIDITY

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. Acceptance of Employment

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with Barack Obama Charter School on the terms specified herein.
2. All information I have provided to Barack Obama Charter School related to my employment is true and accurate.
3. A copy of the charter is attached hereto.

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4. This is the entire agreement between Barack Obama Charter School and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: _____ *Date:* _____

Address: _____

Telephone: _____ Social Security Number: _____

Barack Obama Charter School Approval:

Authorized Barack Obama Charter School Representative

Dated: _____

BARACK OBAMA CHARTER SCHOOL RENEWAL PETITION

**APPENDIX N:
BYLAWS AND ARTICLES OF INCORPORATION**

**BYLAWS
OF
INGENIUM SCHOOLS**

(A California Nonprofit Public Benefit Corporation)

**ARTICLE I
NAME**

Section 1. NAME. The name of this corporation is Ingenium Schools.

**ARTICLE II
PRINCIPAL OFFICE OF THE CORPORATION**

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of this corporation is 1640 Orange Tree Lane, State of California. The Board of Trustees may change the location of the principal office. Any such change of location must be noted by the Secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 2. OTHER OFFICES OF THE CORPORATION. The Board of Trustees may at any time establish branch or subordinate offices at any place or places where this corporation is qualified to conduct its activities.

**ARTICLE III
GENERAL AND SPECIFIC PURPOSES; LIMITATIONS**

Section 1. GENERAL AND SPECIFIC PURPOSES. The purpose of this corporation is to manage, operate, guide, direct and promote charter schools. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

**ARTICLE IV
CONSTRUCTION AND DEFINITIONS**

Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context indicates otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of

the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term “person” includes both a legal entity and a natural person.

ARTICLE V DEDICATION OF ASSETS

Section 1. **DEDICATION OF ASSETS.** This corporation’s assets are irrevocably dedicated to public benefit purposes as set forth in each charter school’s charter. No part of the net earnings, properties, or assets of the corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any trustee or officer of the corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3).

ARTICLE VI CORPORATIONS WITHOUT MEMBERS

Section 1. **CORPORATIONS WITHOUT MEMBERS.** This corporation shall have no voting members within the meaning of the Nonprofit Corporation Law. The corporation’s Board of Trustees may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the Board of Trustees finds appropriate.

ARTICLE VII BOARD OF TRUSTEES

Section 1. **GENERAL POWERS.** Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the corporation’s activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Trustees (“Board”). The Board may delegate the management of the corporation’s activities to any person(s), management company or committees, however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 2. **SPECIFIC POWERS.** Without prejudice to the general powers set forth in Section 1 of these bylaws, but subject to the same limitations, the Board of Trustees shall have the power to:

- a. Appoint and remove, at the pleasure of the Board of Trustees, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.
- b. Change the principal office or the principal business office in California from one location to another; cause the corporation to be qualified to conduct its activities in

any other state, territory, dependency, or country; conduct its activities in or outside California; and designate a place in California for holding any meeting of members.

- c. Borrow money and incur indebtedness on the corporation’s behalf and cause to be executed and delivered for the corporation’s purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.
- d. Adopt and use a corporate seal; prescribe the forms of membership certificates; and alter the forms of the seal and certificates.

Section 3. DESIGNATED TRUSTEES AND TERMS. The number of trustees shall be no less than five and no more than seven, unless changed by amendments to these bylaws. All trustees shall be designated by the existing Board of Trustees. All trustees are to be designated at the corporation’s annual meeting of the Board of Trustees.

Except for the initial Board of Trustees, each trustee shall hold office unless otherwise removed from office in accordance with these bylaws for two years and until a successor trustee has been designated and qualified. Terms for the initial Board of Trustees shall be five seats for a term of two years. The initial Board of Trustees shall be as follows:

<u>NAME</u>	<u>EXPIRATION OF TERM</u>
Murad Rahman	November 6, 2008
Terre Butler	November 6, 2008
Rick Evans	November 6, 2008
Isaac Hammond	November 6, 2008

Section 4. RESTRICTION ON INTERESTED PERSONS AS TRUSTEES. No more than 49 percent of the persons serving on the Board of Trustees may be interested persons. An interested person is (a) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a trustee as trustee; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. However, any violation of this paragraph shall not affect the validity or enforceability of transactions entered into by the corporation. The Board may adopt other policies circumscribing potential conflicts of interest.

Section 5. TRUSTEES’ TERM. Each trustee shall hold office for two years and until a successor trustee has been designated and qualified.

Section 6. NOMINATIONS BY COMMITTEE. The Chairman of the Board of Trustees will appoint a committee to designate qualified candidates for election to the Board of Trustees at least thirty (30) days before the date of any election of trustees. The nominating committee shall make its report at least seven (7) days before the date of the election or at such other time as the Board of Trustees may set and the Secretary shall forward to each Board member, with the notice of meeting required by these bylaws, a list of all candidates nominated by committee.

Section 7. **USE OF CORPORATE FUNDS TO SUPPORT NOMINEE.** If more people have been nominated for trustee than can be elected, no corporation funds may be expended to support a nominee without the Board's authorization.

Section 8. **EVENTS CAUSING VACANCIES ON BOARD.** A vacancy or vacancies on the Board of Trustees shall occur in the event of (a) the death, resignation, or removal of any trustee; (b) the declaration by resolution of the Board of Trustees of a vacancy in the office of a trustee who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; (c) the increase of the authorized number of trustees; or (d) the failure of the members, at any meeting of members at which any trustee or trustees are to be elected, to elect the number of trustees required to be elected at such meeting; and (e) termination of employment with a charter school.

Section 9. **RESIGNATION OF TRUSTEES.** Except as provided below, any trustee may resign by giving written notice to the Chairman of the Board, or the Secretary, or to the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a trustee's resignation is effective at a later time, the Board of Trustees may elect a successor to take office as of the date when the resignation becomes effective.

Section 10. **TRUSTEE MAY NOT RESIGN IF NO TRUSTEE REMAINS.** Except on notice to the California Attorney General, no trustee may resign if the corporation would be left without a duly elected trustee or trustees.

Section 11. **REMOVAL OF TRUSTEES.** Any trustee may be removed, with or without cause, by the vote of the majority of the members of the entire Board of Trustees at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and of the removal questions are given in compliance with the provisions of the Ralph M. Brown Act. (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code). Any vacancy caused by the removal of a trustee shall be filled as provided in Section 12.

Section 12. **VACANCIES FILLED BY BOARD.** Vacancies on the Board of Trustees may be filled by approval of the Board of Trustees or, if the number of trustees then in office is less than a quorum, by (a) the unanimous consent of the trustees then in office, (b) the affirmative vote of a majority of the trustees then in office at a meeting held according to notice or waivers of notice complying with Corporations Code Section 5211, or (c) a sole remaining trustee.

Section 13. **NO VACANCY ON REDUCTION OF NUMBER OF TRUSTEES.** Any reduction of the authorized number of trustees shall not result in any trustees being removed before his or her term of office expires.

Section 14. **PLACE OF BOARD OF TRUSTEES MEETINGS.** Meetings shall be held at the principal office of the Corporation. The Board of Trustees may designate that a meeting be held at any place within California that has been designated by resolution of the Board of Trustees or in the notice of the meeting. All meetings of the Board of Trustees shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, California

Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 15. MEETINGS; ANNUAL MEETINGS. All meetings of the Board of Trustees and its committees shall be called, noticed, and held in compliance with the provisions of the Ralph M. Brown Act (“Brown Act”). (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code).

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

Section 16. REGULAR MEETINGS. Regular meetings of the Board of Trustees, including annual meetings, shall be held at such times and places as may from time to time be fixed by the Board of Trustees. At least 72 hours before a regular meeting, the Board of Trustees, or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting.

Section 17. SPECIAL MEETINGS. Special meetings of the Board of Trustees for any purpose may be called at any time by the Chairman of the Board of Trustees, or the Secretary, or any two trustees. The party calling a special meeting shall determine the place, date, and time thereof.

Section 18. NOTICE OF SPECIAL MEETINGS. In accordance with the Brown Act, special meetings of the Board of Trustees may be held only after twenty-four (24) hours notice is given to each trustee and to the public through the posting of an agenda. Pursuant to the Brown Act, the Board of Trustees shall adhere to the following notice requirements for special meetings:

- a. Any such notice shall be addressed or delivered to each trustee at the trustee’s address as it is shown on the records of the Corporation, or as may have been given to the Corporation by the trustee for purposes of notice, or, if an address is not shown on the Corporation’s records or is not readily ascertainable, at the place at which the meetings of the Board of Trustees are regularly held.
- b. Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.
- c. The notice of special meeting shall state the time of the meeting, and the place if the place is other than the principal office of the Corporation, and the general nature of the business proposed to be transacted at the meeting. No business, other

than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 19. **QUORUM.** A majority of the voting trustees then in office shall constitute a quorum. All acts or decisions of the Board of Trustees will be by majority vote based upon the presence of a quorum. Should there be fewer than a majority of the trustees present at any meeting, the meeting shall be adjourned. Voting trustees may not vote by proxy.

Section 20. **TELECONFERENCE MEETINGS.** Members of the Board of Trustees may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

- a. At a minimum, a quorum of the members of the Board of Trustees shall participate in the teleconference meeting from locations within the boundaries of the school districts in which the charter schools operates;
- b. All votes taken during a teleconference meeting shall be by roll call;
- c. If the Board of Trustees elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- d. All locations where a member of the Board of Trustees participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;¹
- e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Trustees directly at each teleconference location; and
- f. The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.²

Section 21. **ADJOURNMENT.** A majority of the trustees present, whether or not a quorum is present, may adjourn any Board of Trustees meeting to another time or place. If a meeting is adjourned for more than twenty-four (24) hours, notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the trustees who were not present at the time of the adjournment, and to the public in the manner prescribed by any applicable public open meeting law.

Section 22. **COMPENSATION AND REIMBURSEMENT.** Trustees may receive such compensation, if any, for their services as trustees or officers, and such reimbursement of expenses,

¹ This means that members of the Board of Trustees who choose to utilize their homes or offices as teleconference locations must open these locations to the public and accommodate any members of the public who wish to attend the meeting at that location.

² The Brown Act prohibits requiring members of the public to provide their names as a condition of attendance at the meeting.

as the Board of Trustees may establish by resolution to be just and reasonable as to the corporation at the time that the resolution is adopted.

Section 23. CREATION AND POWERS OF COMMITTEES. The Board, by resolution adopted by a majority of the trustees then in office, may create one or more committees, each consisting of two or more voting trustees and no one who is not a trustee, to serve at the pleasure of the Board. Appointments to committees of the Board of Trustees shall be by majority vote of the authorized number of trustees. The Board of Trustees may appoint one or more trustees as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Trustees' resolution, except that no committee may:

- a. Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members;
- b. Fill vacancies on the Board of Trustees or any committee of the Board;
- c. Fix compensation of the trustees for serving on the Board of Trustees or on any committee;
- d. Amend or repeal bylaws or adopt new bylaws;
- e. Amend or repeal any resolution of the Board of Trustees that by its express terms is not so amendable or subject to repeal;
- f. Create any other committees of the Board of Trustees or appoint the members of committees of the Board;
- g. Expend corporate funds to support a nominee for trustee if more people have been nominated for trustee than can be elected; or
- h. Approve any contract or transaction to which the corporation is a party and in which one or more of its trustees has a material financial interest.

Section 24. MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees of the Board of Trustees shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other Board of Trustees' actions, and the Brown Act, if applicable, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board of Trustees' resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board of Trustees may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Trustees has not adopted rules, the committee may do so.

Section 25. NON-LIABILITY OF TRUSTEES. No trustee shall be personally liable for the debts, liabilities, or other obligations of this corporation.

Section 26. **COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS.** The Charter School and the Board of Trustees shall comply with all applicable provisions of the Family Education Rights Privacy Act (“FERPA”) as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

ARTICLE VIII OFFICERS OF THE CORPORATION

Section 1. **OFFICES HELD.** The officers of this corporation shall be a Chairman of the Board, a Secretary, and a Treasurer. The corporation, at the Board’s direction, may also have one or more Vice-Chairmen, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be appointed under Article VIII, Section 4, of these bylaws. The officers in addition to the corporate duties set forth in this Article VIII shall also have administrative duties as set forth in any applicable contract for employment or job specification.

Section 2. **DUPLICATION OF OFFICE HOLDERS.** Any number of offices may be held by the same person, except that neither the Secretary nor the Treasurer may serve concurrently as the Chairman of the Board.

Section 3. **ELECTION OF OFFICERS.** The officers of this corporation shall be chosen annually by the Board of Trustees and shall serve at the pleasure of the Board, subject to the rights of any officer under any employment contract.

Section 4. **APPOINTMENT OF OTHER OFFICERS.** The Board of Trustees may appoint and authorize the Chairman of the Board or another officer to appoint any other officers that the corporation may require. Each appointed officer shall have the title and authority, hold office for the period, and perform the duties specified in the bylaws or established by the Board.

Section 5. **REMOVAL OF OFFICERS.** Without prejudice to the rights of any officer under an employment contract, the Board of Trustees may remove any officer with or without cause. An officer who was not chosen by the Board of Trustees may be removed by any other officer on whom the Board of Trustees confers the power of removal.

Section 6. **RESIGNATION OF OFFICERS.** Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the corporation under any contract to which the officer is a party.

Section 7. **VACANCIES IN OFFICE.** A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 8. **CHAIRMAN OF THE BOARD.** The Chairman of the Board of Trustees shall preside at the Board of Trustees’ meetings and shall exercise and perform such other powers

and duties as the Board of Trustees may assign from time to time. The Chairman of the Board of Trustees shall also be the chief executive officer and shall have the powers and duties of the Chairman of the corporation set forth in these bylaws. There shall also be a Vice-Chairman of the Board of Trustees. In the absence of the Chairman, the Vice-Chairman shall preside at Board of Trustees meetings and shall exercise and perform such other powers and duties as the Board of Trustees may assign from time to time. The Chairman shall preside at all Board of Trustees' meetings.

Section 9. EXECUTIVE DIRECTOR. Subject to such supervisory powers as the Board of Trustees may give to the Chairman of the Board, if any, and subject to the control of the Board, and subject to Executive Director's contract of employment, the Executive Director shall be the general manager of the corporation and shall supervise, direct, and control the corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The Executive Director shall have such other powers and duties as the Board of Trustees or the bylaws may require.

Section 10. VICE-CHAIRMEN. If the Chairman is absent or disabled, the Vice-Chairmen, if any, in order of their rank as fixed by the Board, or, if not ranked, a Vice-Chairman designated by the Board, shall perform all duties of the Chairman. When so acting, a Vice-Chairman shall have all powers of and be subject to all restrictions on the Chairman. The Vice-Chairmen shall have such other powers and perform such other duties as the Board of Trustees or the bylaws may require.

Section 11. SECRETARY. The Secretary shall keep or cause to be kept, at the corporation's principal office or such other place as the Board of Trustees may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; and the names of the trustees present at Board of Trustees and committee meetings.

The Secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board of Trustees that these bylaws require to be given. The Secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board of Trustees or the bylaws may require.

Section 12. TREASURER. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the corporation's properties and transactions. The Treasurer shall send or cause to be given to trustees such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any trustee at all reasonable times.

The Treasurer shall (a) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositories as the Board of Trustees may

designate; (b) disburse the corporation's funds as the Board of Trustees may order; (c) render to the Chairman of the Board and the Board, when requested, an account of all transactions as Treasurer and of the financial condition of the corporation; and (d) have such other powers and perform such other duties as the Board, contract, job specification, or the bylaws may require.

If required by the Board, the Treasurer shall give the corporation a bond in the amount and with the surety or sureties specified by the Board of Trustees for faithful performance of the duties of the office and for restoration to the corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Treasurer on his or her death, resignation, retirement, or removal from office.

ARTICLE IX CONTRACTS WITH TRUSTEES

Section 1. **CONTRACTS WITH TRUSTEES.** The Corporation shall not enter into a contract or transaction in which a trustee directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of this Corporation's trustees are trustees and have a material financial interest) unless all of the following apply:

- a. The trustee with a material financial interest in the proposed contract or transaction fully discloses his/her financial interest in such contract or transaction in good faith and said disclosure is noted in the Board of Trustees meeting minutes.
- b. The trustee with a material financial interest in the proposed contract or transaction recuses himself/herself from any participation whatsoever in the proposed contract or transaction (i.e., the interested trustee who recuses himself/herself shall refrain from voting on the matter and shall leave the room during Board discussion and when the final vote is taken).
- c. Such contract or transaction is authorized in good faith by a majority of the Board of Trustees by a vote sufficient for that purpose.
- d. Before authorizing or approving the transaction, the Board of Trustees considers and in good faith decides after reasonable investigation that the corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances.
- e. The corporation for its own benefit enters into the transaction, which is fair and reasonable to the corporation at the time the transaction was entered into.

This Section does not apply to a transaction that is part of an educational or charitable program of this corporation if it (a) is approved or authorized by the corporation in good faith and without unjustified favoritism and (b) results in a benefit to one or more trustees or their families because they are in the class of persons intended to be benefited by the educational or charitable program of this corporation.

**ARTICLE X
CONTRACTS WITH NON-TRUSTEE DESIGNATED EMPLOYEES**

Section 1. **CONTRACTS WITH NON-TRUSTEE DESIGNATED EMPLOYEES.** The Corporation shall not enter into a contract or transaction in which a non-trustee designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in the Ingenium Schools Conflict of Interest Policy have been fulfilled.

**ARTICLE XI
LOANS TO TRUSTEES AND OFFICERS**

Section 1. **LOANS TO TRUSTEES AND OFFICERS.** This corporation shall not lend any money or property to or guarantee the obligation of any trustee or officer without the approval of the California Attorney General; provided, however, that the corporation may advance money to a trustee or officer of the corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that trustee or officer would be entitled to reimbursement for such expenses of the corporation.

**ARTICLE XII
INDEMNIFICATION**

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

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

**ARTICLE XIII
INSURANCE**

Section 1. **INSURANCE.** This corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its trustees, officers, employees, and other agents, to cover any liability asserted against or incurred by any trustee, officer, employee, or agent in such capacity or arising from the trustee's, officer's, employee's, or agent's status as such.

ARTICLE XIV

MAINTENANCE OF CORPORATE RECORDS

Section 1. **MAINTENANCE OF CORPORATE RECORDS.** This corporation shall keep:

- a. Adequate and correct books and records of account;
- b. Written minutes of the proceedings of the Board and committees of the Board; and
- c. Such reports and records as required by law.

ARTICLE XV INSPECTION RIGHTS

Section 1. **TRUSTEES' RIGHT TO INSPECT.** Every trustee shall have the right at any reasonable time to inspect the corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and federal law. The inspection may be made in person or by the trustee's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 2. **ACCOUNTING RECORDS AND MINUTES.** On written demand on the corporation, any trustee may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board of Trustees and committees of the Board of Trustees at any reasonable time for a purpose reasonably related to the trustee's interest as a trustee. Any such inspection and copying may be made in person or by the trustee's agent or attorney. This right of inspection extends to the records of any subsidiary of the corporation.

Section 3. **MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS.** This corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the trustees at all reasonable times during office hours. If the corporation has no business office in California, the Secretary shall, on the written request of any trustee, furnish to that trustee a copy of the articles of incorporation and bylaws, as amended to the current date.

ARTICLE XVI REQUIRED REPORTS

Section 1. **ANNUAL REPORTS.** The Board of Trustees shall cause an annual report to be sent to itself (the members of the Board of Trustees) within 120 days after the end of the corporation's fiscal year. That report shall contain the following information, in appropriate detail:

- a. The assets and liabilities, including the trust funds, or the corporation as of the end of the fiscal year;
- b. The principal changes in assets and liabilities, including trust funds;
- c. The corporation's revenue or receipts, both unrestricted and restricted to particular

- purposes;
- d. The corporation's expenses or disbursement for both general and restricted purposes;
 - e. Any information required under these bylaws; and
 - f. An independent accountant's report or, if none, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the corporation's books and records.

Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report to all trustees, or as a separate document if no annual report is issued, the corporation shall, within 120 days after the end of the corporation's fiscal year, annually prepare and mail or deliver to each trustee and furnish to each trustee a statement of any transaction or indemnification of the following kind:

- a. Any transaction (i) in which the corporation, or its parent or subsidiary, was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$50,000. For this purpose, an "interested person" is either:
 - (1) Any trustee or officer of the corporation, its parent, or subsidiary (but mere common trusteeship shall not be considered such an interest); or
 - (2) Any holder of more than 10 percent of the voting power of the corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

ARTICLE XVII BYLAW AMENDMENTS

Section 1. BYLAW AMENDMENTS. The Board of Trustees may adopt, amend or repeal any of these Bylaws by a majority of the trustees present at a meeting duly held at which a quorum is present, except that no amendment shall change any provision of a charter of an Ingenium Schools charter school or make any provisions of these Bylaws inconsistent with a charter of an Ingenium Schools charter school, the corporation's Articles of Incorporation, or any laws.

ARTICLE XVIII FISCAL YEAR

Section 1. FISCAL YEAR OF THE CORPORATION. The fiscal year of the Corporation shall begin on July 1st and end on June 30th of each year.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of the Ingenium Schools, a California nonprofit public benefit corporation; that these bylaws, consisting of 14 pages, are the bylaws of this corporation as adopted by the Board of Trustees on November 6, 2006; and that these bylaws have not been amended or modified since that date.

Executed on November 6, 2006 at Los Angeles, California.



Murad Rahman, Secretary

2932324

State of California
Secretary of State



I, BRUCE McPHERSON, Secretary of State of the State of California, hereby certify:

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



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

NOV 01 2006

BRUCE McPHERSON
Secretary of State

2932324

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

NOV 01 2006

**ARTICLES OF INCORPORATION
OF
INGENIUM SCHOOLS
(A California Nonprofit Public Benefit Corporation)**

I.

The name of the Corporation shall be Ingenium Schools.

II.

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

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

III.

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

Paul C. Minney
Spector, Middleton, Young & Minney, LLP
7 Park Center Drive
Sacramento, CA 95825

IV.

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

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

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

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

V.

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

VI.

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

Dated: 11/1/06

Incorporator: *Kimberly Rodriguez*
Kimberly Rodriguez

