



# Long Valley Charter School

*A Non-Profit Public Benefit Corporation*

## REGULAR BOARD MEETING

Thursday, August 10, 2023 at 5:45 PM

At Long Valley School  
436-965 Susan Drive, Doyle, CA 96109

Teleconference Participation available via Zoom

<https://us02web.zoom.us/j/83943649756?pwd=aGYwNkl6OHYvN2toNisxdTBsQlV1Zz09>

Teleconference participation is also available at these physical locations:

257 E. Sierra St. Suite C, Portola, CA 96122

995 Paiute Lane, Susanville, CA 96130

### Agenda

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Sherri Morgan, Executive Director/ Superintendent at 530-827-2395 at least 48 hours before the meeting, if possible.

We welcome you to this public meeting. Members of the public may be heard on any business item on the Board's Agenda during consideration of the item. Additionally, members of the public may address the Board on matters that are not on the agenda, but which are within the jurisdiction of the board; these comments can be made during Item V. A person addressing the Board will be limited to three (3) minutes unless the Chairperson of the Board grants a longer or shorter period of time depending upon the number of speakers and the size of the agenda.

**I. Call to order and roll call** Time: PM  
Shaun Giese  Wilma Kominek  Stacy Kirklin  Jason Ingram  Randi Collier

**II. Pledge of Allegiance**

**III. Approval of the Agenda**

**IV. Consent Agenda**

Board Items under the consent agenda are routine and will be enacted by one motion unless any member of the Board or public requests that an item be removed for separate consideration and placed in the regular order of business following approval of the consent agenda.

A. Board Minutes:

1. Regular Meeting 6-8-23

B. Bills & Warrants: 5/1/23 - 6/30/23

C. Accept \$250 donation from Jason Ingram, County Supervisor: use for school sports

D. Affirmation of Employment Agreements

E. Confirm agreements for Social Worker Supervision with M. Huffman and J. Cunningham

F. Approve Annual Meal Prices

G. Approve 2023-24 Board Meeting Dates

H. Quarterly Complaint Summary 6/30/23

**V. Public Comments**

An opportunity for any member of the public to address the Governing Board on any matter **not** on the Agenda, but which is within the jurisdiction of the Board.

**VI. Reports**

- A. Board Members
- B. Executive Director
- C. Finance Report
- D. Program Reports-submitted in writing: Curriculum, Intervention, Doyle Site.

**VII. Information Items**

- A. Doyle Construction Update (scheduled with Nick Trover at 6 PM)

**VIII. Action Items**

- A. Discussion and possible action regarding approval of LVCS Core Beliefs.
- B. Discussion and possible action regarding approval of Resolution #2023-24-01 for an enrollment cap for the Portola Resource Center.
- C. Discussion and possible action regarding approval of updated Independent Study Policy #6006.
- D. Discussion and possible action regarding approval of updated Employee Handbook.
- E. Discussion and possible action regarding approval of Student Handbooks: Classrooms, Independent Study, and Home School Academy.
- F. Discussion and possible action regarding approval of request for a one-month extension for grazing dates in 2023 (Amendment#1 to Grazing Lease dated April 17, 2020)
- G. Discussion and possible action regarding approval of Master Agreements with Lassen County Office of Education for LVS and TPC.
- H. Discussion and possible action regarding approval of Education Protection Account Expenditures.
- I. Discussion and possible action regarding approval of Memorandum of Understanding with Fort Sage Unified School District for High School Sports.
- J. Discussion and possible action regarding approval of Declaration of Need for Fully Qualified Educators.
- K. Discussion and possible action regarding approval of updated Adopted Curriculum list.
- L. Discussion and possible action regarding approval of updated Suspension & Expulsion Policy #6003.
- M. Discussion and possible action regarding approval of updated Title IX Policy #6015.

**IX. Future Items:** Updated Policy#2002 on Disposal of Surplus, Doyle Site Tour, e-Rate Status, MOU with LCOE for Adult Education

**X** Adjournment: Meeting adjourned at \_\_\_\_ PM. The next regular meeting will be held. Thursday, September 14, 2023

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**ZOOM details**

Dial in: 1 669 900 6833

Meeting ID: 839 4364 9756

Passcode: 6mKaYJ or 825261

**REGULAR BOARD MEETING**

**Thursday, June 8, 2023 at 5:45 PM**

**At Long Valley School  
436-965 Susan Drive, Doyle, CA 96109**

**Minutes**

**I. Call to order and roll call** Time: 5:45PM  
Shaun Giese  Wilma Kominek  Stacy Kirklin  Jason Ingram  Randi Collier

**II. Pledge of Allegiance**

**III. Approval of the Agenda**

MSCU (Kirklin/Collier)

**IV. Consent Agenda**

Board Items under the consent agenda are routine and will be enacted by one motion unless any member of the Board or public requests that an item be removed for separate consideration and placed in the regular order of business following approval of the consent agenda.

- A. Board Minutes:
  - 1. Regular Meeting 5-11-23
- B. Bills & Warrants: 4/1-4/30/23
- C. Renewal of Bright Thinker
- D. Agreement with Northern Sierra Air Quality for the build and delivery of two woodsheds.
- E. Updated 2023-24 School Year Calendar

MSCU (Kirklin/Collier)

**V. Public Comments**

An opportunity for any member of the public to address the Governing Board on any matter **not** on the Agenda, but which is within the jurisdiction of the Board.

**VI. Reports**

- A. Board Members
- B. Executive Director
- C. Finance Report
- D. Program Reports-submitted in writing: Campus Locations, Special Programs, Counseling, Adult Education, Curriculum, Intervention and Safety.

**VII. Information Items**

- A. Report of Local Indicators
- B. Construction Update – Nick Trover

**VIII. Public Hearing**

A. Consideration to Open Public Hearing regarding the Local Control Accountability Plan (LCAP) for Long Valley School and Thompson Peak Charter School

MSCU (Kirklin/Giese)

B. Discussion

C. Closing of Public Hearing

MSCU (Kirklin/Collier)

**IX. Action Items**

- A. Discussion and possible action regarding approval of 2023-24 Budget for Long Valley and Thompson Peak.

MSCU (Kirklin/Collier)

- B. Discussion and possible action regarding approval of LCAP and Local Indicators for Thompson Peak and Long Valley Schools.

MSCU (Giese/Kirklin)

- C. Discussion and possible action regarding approval of updated organization chart.

MSCU (Kirklin/Collier)

- D. Discussion and possible action regarding approval of a Home School Academy within Independent Study.

MSCU (Giese/Kirklin)

- E. Discussion and possible action regarding approval of purchase of rolling counter door for Thompson Peak.

MSCU (Giese/Kirklin)

**X. Closed Session Time: 6:25PM**

While meetings of the Board of Directors must be open to the public, California law provides for closed sessions which are not open to the public for matters including when the Board is considering expulsions, suspension or disciplinary actions in connection with any pupil, the appointment, employment or dismissal of a public officer or employee, hearing complaints or charges against a public officer or employee or is discussing aspects of salary negotiations, conference with real property negotiator, liability claims, and conference with legal counsel.

**A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Title: Executive Director/Superintendent

Report Out:

Session concluded at 6:37PM

**XI. Future Items: Transportation/Driving and Vehicle Replacement Policy**

**XII. Adjournment: Meeting adjourned at 6:38 PM. The next regular meeting will be held. Thursday, August 10, 2023**

ZOOM details

Dial in: 1 669 900 6833

Meeting ID: 865 2545 1302

Passcode: Uzih6T or 939842

**Long Valley Charter School  
WARRANT REGISTER: May 2023**

Check Number	Check Date	Payee	Reason	School	Total
59240	5/10/2023	US Bank Credit Card	Shipping	LVCS	\$ 20.82
			Zoom	LVCS	\$ 74.95
			Safeway	LVCS	\$ 50.42
			Shell Oil	LVCS	\$ 131.20
			Costco	LVCS	\$ 141.11
			7-Eleven	LVCS	\$ 145.65
			Amazon.com Classroom Instruction works	LVCS	\$ 17.67
			Amazon.com Common Formative Assess	LVCS	\$ 65.34
			Amazon.com Developing Assessment	LVCS	\$ 14.26
			AMZN MKTP - Professional Development Books	LVCS	\$ 65.49
			AMZN MKTP Developing Assessment	LVCS	\$ 28.43
			AMZN MKTP Developing Assessment & Chime Bell	LVCS	\$ 106.36
			Diamond Mtn	LVCS	\$ 37.83
			Middle Fork Holdings	LVCS	\$ 12.73
			Bulk Course Registrant OSHA Training	LVCS	\$ 270.00
			Lowes Non Metallic Wire	LVCS	\$ 67.13
			Survey Monkey Annual Plan	LVCS	\$ 138.00
			7-Eleven - Truck	LVCS	\$ 83.16
			Troys Automotive	LVCS	\$ 164.48
			Amazon.com Practice Playbook	LVCS	\$ 15.60
			ASUE Educator Summer Institute 2023	LVCS	\$ 200.00
			NAMER Council FR Membership	LVCS	\$ 30.00
			UPS	LVCS	\$ 11.23
			DLR Resort	LVCS	\$ 1,189.89
			Event Wellness Conference	LVCS	\$ 965.11
			Southwest	LVCS	\$ 281.95
			Vistaprint	LVCS	\$ 134.03
			Oregon Shakespeare	LVCS	\$ 733.75
			Taco Bell Fieldtrip	LVCS	\$ 51.63
			Dollar Tree - Prizes	LVCS	\$ 18.95
			LASCO Volleyballs	LVCS	\$ 65.41
			Safeway- Staff Appreciation	LVCS	\$ 120.00
			7-Eleven - Piolet	LVCS	\$ 37.00
			Diesel Emissions-heater base	LVCS	\$ 3,733.22
			Lunchassist	LVCS	\$ -
			\$10 Playstation	LVCS	\$ 10.00
			\$15 Xbox	LVCS	\$ 15.00
			25.00 Bath and Body	LVCS	\$ 25.00
			2 - 25.00 Amazon	LVCS	\$ 50.00

59240	45056	US Bank Credit Card	Logo Beanie	LVCS	\$ 12.86			
			AMZN MKTP-Books for Staff	LVCS	\$ 120.78			
			Costco - store lair	LVCS	\$ 23.81			
			Dollar General Character Party	LVCS	\$ 14.50			
			In Rowsey Enterprises Volleyballs	LVCS	\$ 904.27			
			Six Flags - 8th grade	LVCS	\$ 1,458.59			
			Smiths Food-Character Party	LVCS	\$ 13.48			
			Target - Character Party	LVCS	\$ 61.96			
			Custom Team Hoodie	LVCS	\$ 420.00			
			Processing fee	LVCS	\$ 5.44			
			Volleyball	LVCS	\$ 285.17			
			<b>59240 Total</b>					<b>\$ 12,643.66</b>
			ACH-51223	5/12/2023	US Bank Credit Card	Bank Analysis Fee May 2023	LVCS	\$ 145.10
<b>ACH-51223 Total</b>					<b>\$ 145.10</b>			
ACH-051223	5/12/2023	STAMPS.COM Inc	STAMPS.com ACH 051223	LVCS	\$ 125.00			
<b>ACH-051223 Total</b>					<b>\$ 125.00</b>			
59199	5/2/2023	ReliaStar Life Insurance Company	042523 Voluntary Insurance	LVCS	\$ 240.23			
			042523 Voluntary Insurance- variance to GL	LVCS	\$ 1.39			
<b>59199 Total</b>					<b>\$ 241.62</b>			
59200	5/2/2023	Tri-County Schools Ins Group	042523-TCSIG Medical, Vision, Dental & Life	LVCS	\$ 44,539.07			
			042523-TCSIG Medical, Vision, Dental & Life - Variance to GL	LVCS	\$ 435.88			
<b>59200 Total</b>					<b>\$ 44,974.95</b>			
59204	5/5/2023	C&S Waste Solutions of Lassen County	Service Location 436 965 Susan Dr 2023	LVCS	\$ 367.75			
<b>59204 Total</b>					<b>\$ 367.75</b>			
59217	5/12/2023	Amazon Business	Shipping	LVCS	\$ 53.91			
			Promo credit	LVCS	\$ (30.23)			
			Walkie Talkie	LVCS	\$ 32.16			
			Side Table	LVCS	\$ 8.50			
			Calendars	LVCS	\$ 8.04			
			Organizer box	LVCS	\$ 20.84			
			Planner	LVCS	\$ 18.06			
			Pop Up Sticky	LVCS	\$ 6.43			
			Pop Up Sticky Lined	LVCS	\$ 4.80			
			Post It flags	LVCS	\$ 4.55			
			Cartoon Bandages	LVCS	\$ 38.59			
			Computer Memo Board	LVCS	\$ 10.70			
			Kitchen Utility Cart	LVCS	\$ 156.57			
			Sharpener	LVCS	\$ 71.66			
			Texas Instruments	LVCS	\$ 533.78			
			White Cross Bandages	LVCS	\$ 37.00			
194T-DFF3-79C7	LVCS	\$ 0.01						
<b>59217 Total</b>					<b>\$ 975.37</b>			

59225	5/12/2023	Kathy Putkey	Employee Reimbs - April 2023 Hotel Room	LVCS	\$ 125.34
			Employee Mileage Reimbs - April 2023	LVCS	\$ 209.60
<b>59225 Total</b>					<b>\$ 334.94</b>
59226	5/12/2023	Lassen County Office of Education	Monthly Phone Charges Doyle	LVCS	\$ 190.00
			Monthly Phone Charges Portola	LVCS	\$ 140.00
<b>59226 Total</b>					<b>\$ 330.00</b>
59228	5/12/2023	Melissa Huffman	LCSW Supervision, Paperwork & Consultation	LVCS	\$ 400.00
<b>59228 Total</b>					<b>\$ 400.00</b>
59235	5/12/2023	Presence Learning Inc	BMH Service Direct Makeup, Parent or School Contact, Documer	LVCS	\$ 2,622.93
<b>59235 Total</b>					<b>\$ 2,622.93</b>
59243	5/18/2023	Kreth Builders Inc	Wire shop outlet, heather in attic, front room, install firs	LVCS	\$ 400.00
<b>59243 Total</b>					<b>\$ 400.00</b>
59250	5/19/2023	Kathryn Campbell	Employee Mileage Reimbs May 9 2023	LVCS	\$ 88.43
			Employee Mileage Reimbs May 2023 - Bus Driver Physical	LVCS	\$ 19.65
			Employee Reimbs May 2023-Bus Driver Physical	LVCS	\$ 165.00
<b>59250 Total</b>					<b>\$ 273.08</b>
59251	5/19/2023	Law Offices of Young, Minney & Corr, LLP	April 2023 Legal Services	LVCS	\$ 113.75
<b>59251 Total</b>					<b>\$ 113.75</b>
59253	5/19/2023	Morning Glory, Inc.	Food delivery LVS 05/10/23	LVCS	\$ 1,563.32
<b>59253 Total</b>					<b>\$ 1,563.32</b>
59254	5/19/2023	Plumas Charter School	School Nurse Service Provided by Plumas Charter Monthly Rate	LVCS	\$ 225.00
<b>59254 Total</b>					<b>\$ 225.00</b>
59256	5/19/2023	Sherri Morgan	Employee Mileage Reimbs March 2023	LVCS	\$ 332.09
<b>59256 Total</b>					<b>\$ 332.09</b>
59258	5/19/2023	STAMPS.COM Inc	stamps.com monthly service	LVCS	\$ 14.99
<b>59258 Total</b>					<b>\$ 14.99</b>
59262	5/24/2023	Amazon Business	Shipping	LVCS	\$ 53.02
			Gold Honor Cord	LVCS	\$ 8.53
			Salutatorian Medal	LVCS	\$ 17.16
			Valedictorian Medal	LVCS	\$ 19.29
			Academic Medal	LVCS	\$ 8.48
			Volleyball	LVCS	\$ 18.18
			Brown Honor Cord	LVCS	\$ 9.60
			Air Balloon Pump	LVCS	\$ 20.37
			BLK and Red Backdrop	LVCS	\$ 34.62
			Certificate Holders	LVCS	\$ 40.73
			Certificate Holders Navy Blue	LVCS	\$ 20.08
			Congrats Backdrop	LVCS	\$ 15.00
			Graduation Stole	LVCS	\$ 52.07
			Crown Awards	LVCS	\$ 19.30
			Graduation Bear	LVCS	\$ 86.84

59262	45070	Amazon Business	Graduation Decor	LVCS	\$ 13.93
			Honor Cord brown	LVCS	\$ 9.60
			Ink Cartridge BLK	LVCS	\$ 55.53
			Ink Cartridge set	LVCS	\$ 87.38
			Picture Frame set	LVCS	\$ 46.74
			Red Certificate cover	LVCS	\$ 96.36
			Stars Certificate	LVCS	\$ 70.76
			Dry Erase Markerboard	LVCS	\$ -
			U Shape Desk	LVCS	\$ 752.78
			Peacock Honor Cord	LVCS	\$ 9.60
<b>59262 Total</b>					<b>\$ 1,565.95</b>
59202	5/5/2023	Bonanza Produce Co.	Food Service 4/27/23	LVCS	\$ 354.20
<b>59202 Total</b>					<b>\$ 354.20</b>
59203	5/5/2023	Brady Industries	Detergent Sparclean II	LVCS	\$ 65.49
<b>59203 Total</b>					<b>\$ 65.49</b>
59207	5/5/2023	Liberty Utilities	Monthly Utilities, 257 Unit 1	LVCS	\$ 49.03
<b>59207 Total</b>					<b>\$ 49.03</b>
59208	5/5/2023	Liberty Utilities	Utilities for 257 Unit 2	LVCS	\$ 69.71
<b>59208 Total</b>					<b>\$ 69.71</b>
59209	5/5/2023	Liberty Utilities	Utilities for 257 Unit 5	LVCS	\$ 54.31
<b>59209 Total</b>					<b>\$ 54.31</b>
59210	5/5/2023	Liberty Utilities	Utilities for 257 Unit 4	LVCS	\$ 132.58
<b>59210 Total</b>					<b>\$ 132.58</b>
59211	5/5/2023	Liberty Utilities	Monthly Utilities, 217 E Sierra	LVCS	\$ 904.36
<b>59211 Total</b>					<b>\$ 904.36</b>
59212	5/5/2023	Morning Glory, Inc.	Food delivery 04/27/23	LVCS	\$ 16.15
<b>59212 Total</b>					<b>\$ 16.15</b>
59213	5/5/2023	Plumas-Sierra Rural Electric Cooperative	Electrical Service location 436-965 Susan Drive - WO#2023-03	LVCS	\$ 19,522.14
<b>59213 Total</b>					<b>\$ 19,522.14</b>
59214	5/5/2023	Rural Community Assistance Corporation	Interest Loan No 103-LVCS-01	LVCS	\$ 2,469.76
<b>59214 Total</b>					<b>\$ 2,469.76</b>
59215	5/5/2023	UBEO Business Service	TAX	LVCS	\$ 55.21
			Doyle Copy Room Base rate -IR 8786 Base	LVCS	\$ 125.00
			Portola Res Center-Canon-IR 4745 Base	LVCS	\$ 235.32
			Doyle Res CenterCanon-IRC3330i Usage 2/1-4/30/23	LVCS	\$ 1,423.44
			Portola Res Center-Canon-IRC3330i Usage 2/1-4/30/23	LVCS	\$ 377.27
			PY Doyle Res CenterCanon-IRC3330i Base Contact Usage 5/1-5/	LVCS	\$ 39.57
			PY Portola Res Center-Canon-IRC3330i Base Contact Usage 5/	LVCS	\$ 39.57
<b>59215 Total</b>					<b>\$ 2,295.38</b>
59216	5/5/2023	US Foods	Food Deliver 436-965 Susan Drive 3683187	LVCS	\$ 1,860.96
			Food Deliver 436-965 Susan Drive 3842509	LVCS	\$ 55.94



<b>59216 Total</b>						<b>\$ 1,916.90</b>
59218	5/12/2023	AmeriGas	Service location 257 E Sierra ST Unit D	LVCS	\$	53.62
			Service location 257 E Sierra ST Unit A	LVCS	\$	147.48
			Service location 257 E Sierra ST #B	LVCS	\$	216.31
			Service location 257 E Sierra ST Unit C	LVCS	\$	109.93
<b>59218 Total</b>						<b>\$ 527.34</b>
59219	5/12/2023	Bonanza Produce Co.	Food Service 05/04/23	LVCS	\$	481.20
<b>59219 Total</b>						<b>\$ 481.20</b>
59220	5/12/2023	City of Portola	Utility Bill Service Location 217 Sierra Avel	LVCS	\$	82.63
<b>59220 Total</b>						<b>\$ 82.63</b>
59221	5/12/2023	Country Breeze Cleaning	Portola Office cleaning service April 2023	LVCS	\$	480.00
<b>59221 Total</b>						<b>\$ 480.00</b>
59222	5/12/2023	Ed Staub & Sons Propane	Propane 436-965 Susan Dr C#262845	LVCS	\$	270.32
<b>59222 Total</b>						<b>\$ 270.32</b>
59223	5/12/2023	Intermountain Disposal, Inc. Portola Division	Disposal service for Portola 257 & 217 Sierra Commercial Rec	LVCS	\$	36.02
			Disposal service for Portola 257 & 217 Sierra Commercial Was	LVCS	\$	40.85
<b>59223 Total</b>						<b>\$ 76.87</b>
59224	5/12/2023	Janice Gotcher	Employee Reimbs - March 2023 Decor for Staff lounge	LVCS	\$	179.21
<b>59224 Total</b>						<b>\$ 179.21</b>
59227	5/12/2023	Liberty Utilities	Monthly Utilities, 209 E Sierra	LVCS	\$	136.37
<b>59227 Total</b>						<b>\$ 136.37</b>
59229	5/12/2023	Modern Building Company	Phase 1 Contract Amount - Design, permitting, and installati	LVCS	\$	30,000.00
<b>59229 Total</b>						<b>\$ 30,000.00</b>
59231	5/12/2023	Nicholas Trover	Construction Management Plan development coordination Phas	LVCS	\$	28,363.00
<b>59231 Total</b>						<b>\$ 28,363.00</b>
59232	5/12/2023	Plumas-Sierra Rural Electric Cooperative	Electrical Service location 436-965 Susan Drive	LVCS	\$	2,888.15
<b>59232 Total</b>						<b>\$ 2,888.15</b>
59233	5/12/2023	Plumas-Sierra Telecommunications	Telecom Dial Up Internet	LVCS	\$	25.00
<b>59233 Total</b>						<b>\$ 25.00</b>
59234	5/12/2023	Plumas-Sierra Telecommunications	257 E Sierra Ave (Admin) - 59549	LVCS	\$	10.90
			257 E Sierra St (School) - 57298	LVCS	\$	134.07
			436-965 Susan Dr - 57917	LVCS	\$	229.07
<b>59234 Total</b>						<b>\$ 374.04</b>
59237	5/12/2023	Sean Bittle	Landscape Maintenance April 2023	LVCS	\$	3,550.00
<b>59237 Total</b>						<b>\$ 3,550.00</b>
59241	5/12/2023	US Foods	Food Deliver 436-965 Susan Drive 3955519	LVCS	\$	1,448.77
			Food Deliver 436-965 Susan Drive 3955520	LVCS	\$	196.14
<b>59241 Total</b>						<b>\$ 1,644.91</b>
59242	5/15/2023	Derick Taylor Flooring	Deposit to secure materials and start date	LVCS	\$	34,095.63

<b>59242 Total</b>						<b>\$ 34,095.63</b>
59244	5/19/2023	All Season Heating and Air Inc	469-965 Susan Dr Service - Change filters, replaced pipe on	LVCS		\$ 421.45
<b>59244 Total</b>						<b>\$ 421.45</b>
59245	5/19/2023	AT&T	Monthly phone Statement 9391080288	LVCS		\$ 65.45
<b>59245 Total</b>						<b>\$ 65.45</b>
59246	5/19/2023	Brady Industries	Misc Supplies - Micro-Hygienic Filter, Filter Exhaust Windsor	LVCS		\$ 35.63
<b>59246 Total</b>						<b>\$ 35.63</b>
59249	5/19/2023	James Merzon	257 East Sierra Rents 22-23	LVCS		\$ 3,176.46
			257 East Sierra CAM 22-23 City of Portola 80% common area	LVCS		\$ 79.12
			257 East Sierra CAM 22-23 Insurance	LVCS		\$ 206.07
			257 East Sierra CAM 22-23 Liberty Electric 80% Unit 3/common	LVCS		\$ 81.78
			257 East Sierra CAM 22-23 Prop Tax	LVCS		\$ 269.66
<b>59249 Total</b>						<b>\$ 3,813.09</b>
59252	5/19/2023	Max Ability Inc	Hi-Lo Table	LVCS		\$ 2,547.19
			Lift gate delivery	LVCS		\$ 125.00
<b>59252 Total</b>						<b>\$ 2,672.19</b>
59257	5/19/2023	Stericycle Inc	Service Location 257 E. Sierra St 062521	LVCS		\$ 114.33
<b>59257 Total</b>						<b>\$ 114.33</b>
59259	5/19/2023	State of California, Food Distribution Program	USDA Food Service Doyle	LVCS		\$ 68.25
<b>59259 Total</b>						<b>\$ 68.25</b>
59263	5/24/2023	Bonanza Produce Co.	Food Service 05/11/23	LVCS		\$ 440.35
			Food Service 05/18/23	LVCS		\$ 361.15
<b>59263 Total</b>						<b>\$ 801.50</b>
59266	5/24/2023	Morning Glory, Inc.	Food delivery 05/17/23	LVCS		\$ 295.35
<b>59266 Total</b>						<b>\$ 295.35</b>
59267	5/24/2023	Oak Hall Industries, L.P.	TAX	LVCS		\$ 12.07
			Shipping	LVCS		\$ 25.12
			Black Cap & Red Tassell	LVCS		\$ 166.25
<b>59267 Total</b>						<b>\$ 203.44</b>
59268	5/24/2023	Office Furniture USA	Deposit - Delivery and Install of 6x6 Cubicles	LVCS		\$ 2,370.44
<b>59268 Total</b>						<b>\$ 2,370.44</b>
59270	5/24/2023	US Foods	Food Deliver 436-965 Susan Drive 4136968	LVCS		\$ 1,421.29
			Food Deliver 436-965 Susan Drive 4311088	LVCS		\$ 1,638.66
<b>59270 Total</b>						<b>\$ 3,059.95</b>
59271	5/24/2023	Worlds Finest Chocolate Inc	60CT 100 CAS Chocolate Bar-8th grade	LVCS		\$ 3,720.00
<b>59271 Total</b>						<b>\$ 3,720.00</b>
<b>Grand Total</b>						<b>\$ 216,315.25</b>

**Long Valley Charter School  
WARRANT REGISTER: June 2023**

Check Number	Check Date	Payee	Reason	School	Total
062323	6/30/2023	STAMPS.COM Inc	STAMPS.com ACH 062323	LVCS	\$ 50.00
<b>062323 Total</b>					<b>\$ 50.00</b>
063023	6/30/2023	US Bank Credit Card	Bank Analysis Fee June 2023	LVCS	\$ 117.10
<b>063023 Total</b>					<b>\$ 117.10</b>
59280	6/2/2023	Bright Thinker	Brighter Thinker online Trueup 22-23	LVCS	\$ 2,005.00
<b>59280 Total</b>					<b>\$ 2,005.00</b>
59281	6/2/2023	Building 21	Tracker Pilot and Implementation Planning	LVCS	\$ 2,500.00
<b>59281 Total</b>					<b>\$ 2,500.00</b>
59283	6/2/2023	CatapultK12	Website Hosting July 2023-June2024	LVCS	\$ 594.00
<b>59283 Total</b>					<b>\$ 594.00</b>
59290	6/2/2023	Home Depot Credit Services	Misc supplies-Strongworkforce 05/12/23	LVCS	\$ 594.86
			Misc supplies Credit Memos 8902752 04/14/23 PO#650	LVCS	\$ (1.90)
			Misc supplies Credit Memos 890275304/14/23 PO#960	LVCS	\$ (226.26)
			Misc supplies-Strongworkforce 05/03/23	LVCS	\$ 1,626.33
			Misc supplies Credit Memos 9903831 05/03/23	LVCS	\$ (34.58)
			BBQ Grill	LVCS	\$ 428.99
<b>59290 Total</b>					<b>\$ 2,387.44</b>
59291	6/2/2023	Kreth Builders Inc	Wire shop outlet, Hook up circuits, Concrete, portable wood	LVCS	\$ 734.46
<b>59291 Total</b>					<b>\$ 734.46</b>
59299	6/2/2023	Melissa Huffman	LCSW Supervision, Paperwork & Consultation	LVCS	\$ 175.00
<b>59299 Total</b>					<b>\$ 175.00</b>
59301	6/2/2023	Tom Hammond Inc.	Fuel - Kathi Sherman	LVCS	\$ 90.87
			Fuel - Alicia Ballentine- Van fuel for student transportati	LVCS	\$ 151.36
			Fuel - Kim Ausmuse - student transportation	LVCS	\$ 418.00
			Fuel - Doyle School Van student transportation	LVCS	\$ 180.67
			Fuel - Jon Landerman - student transportation	LVCS	\$ 477.45
			Fuel - John Combs - Doyle School Van for Student Transport	LVCS	\$ 38.08
<b>59301 Total</b>					<b>\$ 1,356.43</b>
59303	6/2/2023	Verizon Wireless	Verizon - Wireless Phone Service Hot Spots 542362909-00002	LVCS	\$ 537.95
<b>59303 Total</b>					<b>\$ 537.95</b>
59304	6/2/2023	Verizon Wireless	Verizon - Wireless Phone Service ADMIN	LVCS	\$ 267.32
<b>59304 Total</b>					<b>\$ 267.32</b>
59310	6/2/2023	ReliaStar Life Insurance Company	052523 Voluntary Insurance	LVCS	\$ 271.02
			052523 Voluntary Insurance- variance to GL	LVCS	\$ (11.29)
<b>59310 Total</b>					<b>\$ 259.73</b>
59311	6/2/2023	Tri-County Schools Ins Group	052523-TCSIG Medical, Vision, Dental & Life	LVCS	\$ 55,176.24
			052523-TCSIG Medical, Vision, Dental & Life - Variance to GL	LVCS	\$ 825.26
<b>59311 Total</b>					<b>\$ 56,001.50</b>

59317	6/12/2023	C&S Waste Solutions of Lassen County	Service Location 436 965 Susan Dr 2023	LVCS	\$ 367.75
<b>59317 Total</b>					<b>\$ 367.75</b>
59323	6/16/2023	Amazon Business	Shipping	LVCS	\$ 12.85
			Promo credit	LVCS	\$ (6.42)
			Class of 23 Banner	LVCS	\$ 12.86
			Grad Balloons	LVCS	\$ 19.29
			Grad Banner	LVCS	\$ 19.29
			Balloon Arch Kit	LVCS	\$ 25.71
<b>59323 Total</b>					<b>\$ 83.58</b>
59324	6/16/2023	CharterSAFE	23/24 25% Deposit for WC & Package Prem	LVCS	\$ 14,943.50
<b>59324 Total</b>					<b>\$ 14,943.50</b>
59327	6/16/2023	Edpuzzle Inc	Unlimited Access to Edpuzzle - School Wide 1yr subscription	LVCS	\$ 1,090.00
<b>59327 Total</b>					<b>\$ 1,090.00</b>
59329	6/16/2023	Arthur J Gallagher & Co Insurance Broker of CA., Inc	2023-2024 Oregon WC Renewal & State Assessment	LVCS	\$ 289.50
<b>59329 Total</b>					<b>\$ 289.50</b>
59332	6/16/2023	Lassen County Office of Education	Monthly Phone Charges Doyle	LVCS	\$ 190.00
			Monthly Phone Charges Portola	LVCS	\$ 140.00
<b>59332 Total</b>					<b>\$ 330.00</b>
59334	6/16/2023	Neighborhood Drain Service	Sewer Service 06/13 & 06/14 217 E Sierra St	LVCS	\$ 160.00
<b>59334 Total</b>					<b>\$ 160.00</b>
59338	6/16/2023	Presence Learning Inc	BMH Service Direct Makeup, Parent or School Contact, Documer	LVCS	\$ 2,408.26
<b>59338 Total</b>					<b>\$ 2,408.26</b>
59340	6/16/2023	STAMPS.COM Inc	stamps.com monthly service	LVCS	\$ 14.99
<b>59340 Total</b>					<b>\$ 14.99</b>
59350	6/23/2023	Department of Justice - Accounting Office	Fingerprinting Apps May 2023	LVCS	\$ 32.00
<b>59350 Total</b>					<b>\$ 32.00</b>
59356	6/23/2023	Law Offices of Young, Minney & Corr, LLP	2023 May Legal Services	LVCS	\$ 679.50
<b>59356 Total</b>					<b>\$ 679.50</b>
59358	6/23/2023	Stephanie Parshall	A-G English II & Life Science Project-based Course Planning	LVCS	\$ 1,020.00
<b>59358 Total</b>					<b>\$ 1,020.00</b>
59369	6/30/2023	Current Electric & Alarm Inc	System Monitoring Qutly Billing - Long Valley July-Sept 2023	LVCS	\$ 165.00
<b>59369 Total</b>					<b>\$ 165.00</b>
59374	6/30/2023	Lassen County Office of Education	Monthly Phone Charges Doyle	LVCS	\$ 190.00
			Monthly Phone Charges Portola	LVCS	\$ 140.00
<b>59374 Total</b>					<b>\$ 330.00</b>
59384	6/30/2023	Melissa Huffman	LCSW Supervision, Paperwork & Consultation	LVCS	\$ 150.00
<b>59384 Total</b>					<b>\$ 150.00</b>

59387	6/30/2023	Sherri Morgan	Employee Mileage Reimbs May 2023	LVCS	\$ 86.46
<b>59387 Total</b>					<b>\$ 86.46</b>
59390	6/30/2023	Tom Hammond Inc.	Fuel - Kathi Sherman	LVCS	\$ 97.92
			Fuel - Alicia Ballentine- Van fuel for student transportati	LVCS	\$ 56.46
			Fuel - Kim Ausmuse - student transportation	LVCS	\$ 1,416.70
			Fuel - Doyle School Van student transportation	LVCS	\$ 57.15
			Fuel - Jon Landerman - student transportation	LVCS	\$ 1,145.00
			Fuel - Jon Christen Doyle School Van student transportation	LVCS	\$ 123.27
<b>59390 Total</b>					<b>\$ 2,896.50</b>
59392	6/30/2023	Verizon Wireless	Verizon - Wireless Phone Service ADMIN	LVCS	\$ 257.70
			Verizon - Wireless Phone Service Equipment Charges	LVCS	\$ 1,414.48
<b>59392 Total</b>					<b>\$ 1,672.18</b>
59399	6/30/2023	ReliaStar Life Insurance Company	062523 Voluntary Insurance	LVCS	\$ 278.50
			062523 Voluntary Insurance- variance to GL	LVCS	\$ (7.72)
<b>59399 Total</b>					<b>\$ 270.78</b>
ACH-0045	6/2/2023	Delta Managed Solutions	Monthly Fee - June 2023	LVCS	\$ 6,150.00
<b>ACH-0045 Total</b>					<b>\$ 6,150.00</b>
Q2 Use Tax	6/30/2023	Board of Equalization	Q2 Use Tax Filing	LVCS	\$ 268.54
			Q2 Use Tax Filing variance	LVCS	\$ 0.51
<b>Q2 Use Tax Total</b>					<b>\$ 269.05</b>
58392	6/12/2023	Kristen G. Rickard	Employee Mileage Reimb July 2022	LVCS	\$ 75.00
<b>58392 Total</b>					<b>\$ 75.00</b>
59276	6/2/2023	Alhambra	Drinking Water 257 E Sierra St Portola	LVCS	\$ 710.37
<b>59276 Total</b>					<b>\$ 710.37</b>
59277	6/2/2023	All Season Heating and Air Inc	469-965 Susan Dr Service - Service 4 unites	LVCS	\$ 1,395.08
<b>59277 Total</b>					<b>\$ 1,395.08</b>
59278	6/2/2023	AmeriGas	Service location 257 E Sierra ST Unit D	LVCS	\$ 34.33
			Service location 257 E Sierra ST Unit A	LVCS	\$ 46.50
			Service location 257 E Sierra ST #B	LVCS	\$ 34.33
			Service location 257 E Sierra ST Unit C	LVCS	\$ 22.15
<b>59278 Total</b>					<b>\$ 137.31</b>
59279	6/2/2023	Bonanza Produce Co.	Food Service 05/25/23	LVCS	\$ 358.45
<b>59279 Total</b>					<b>\$ 358.45</b>
59282	6/2/2023	Burney's Commercial Service	Walk-in Freezer/Cooler maintenance Lab/travel	LVCS	\$ 622.50
<b>59282 Total</b>					<b>\$ 622.50</b>
59284	6/2/2023	CCT Technologies dba ComputerLand of Silicon Valley	Discount Erate	LVCS	\$ (8,643.24)
			Ruckus Wireless Switch	LVCS	\$ 10,804.06
<b>59284 Total</b>					<b>\$ 2,160.82</b>
59287	6/2/2023	CSM Consulting Inc	LV E-Rate Installment April, May June 2023	LVCS	\$ 875.00
			LV E-Rate Service Category Two Billing	LVCS	\$ 1,821.54
			TP E-Rate Installment April, May June 2023	LVCS	\$ 700.00
			TP E-Rate Service Category Two Billing	LVCS	\$ 443.04

<b>59287 Total</b>					<b>\$ 3,839.58</b>
59288	6/2/2023	FGL Environmental	Wet Chemistry-Perchlorate & Materials/Disposal	LVCS	\$ 76.00
<b>59288 Total</b>					<b>\$ 76.00</b>
59289	6/2/2023	Frontier Communications	530-827-2293-021187-8 Telephone	LVCS	\$ 744.88
<b>59289 Total</b>					<b>\$ 744.88</b>
59292	6/2/2023	Liberty Utilities	Monthly Utilities, 257 Unit 1	LVCS	\$ 51.67
<b>59292 Total</b>					<b>\$ 51.67</b>
59293	6/2/2023	Liberty Utilities	Utilities for 257 Unit 2	LVCS	\$ 68.60
<b>59293 Total</b>					<b>\$ 68.60</b>
59294	6/2/2023	Liberty Utilities	Utilities for 257 Unit 5	LVCS	\$ 56.95
<b>59294 Total</b>					<b>\$ 56.95</b>
59295	6/2/2023	Liberty Utilities	Utilities for 257 Unit 4	LVCS	\$ 122.25
<b>59295 Total</b>					<b>\$ 122.25</b>
59296	6/2/2023	Liberty Utilities	Monthly Utilities, 217 E Sierra	LVCS	\$ 363.68
<b>59296 Total</b>					<b>\$ 363.68</b>
59297	6/2/2023	Liberty Utilities	Monthly Utilities, 209 E Sierra	LVCS	\$ 12.31
<b>59297 Total</b>					<b>\$ 12.31</b>
59298	6/2/2023	Mark Mitchinson	PP+ Positively Speaking Presentations	LVCS	\$ 214.52
<b>59298 Total</b>					<b>\$ 214.52</b>
59300	6/2/2023	Panda Pest Management	Pest Management 436-965 Susan Dr	LVCS	\$ 225.00
<b>59300 Total</b>					<b>\$ 225.00</b>
59302	6/2/2023	US Foods	Food Deliver 436-965 Susan Drive 4485257	LVCS	\$ 1,359.39
<b>59302 Total</b>					<b>\$ 1,359.39</b>
59315	6/12/2023	Bonanza Produce Co.	Food Service 06/01/23	LVCS	\$ 384.60
<b>59315 Total</b>					<b>\$ 384.60</b>
59316	6/12/2023	Brandy Allingham	June 2023 Employee Reimbs - Educational Assistance Reimbs	LVCS	\$ 1,500.00
			June 2023 Employee Reimbs- Educational Assistance Reimbs	LVCS	\$ -
<b>59316 Total</b>					<b>\$ 1,500.00</b>
59318	6/12/2023	Kristen G. Rickard	Employee Mileage Reimb July 2022	LVCS	\$ 37.50
<b>59318 Total</b>					<b>\$ 37.50</b>
59320	6/12/2023	Oak Hall Industries, L.P.	TAX	LVCS	\$ 4.25
			Shipping	LVCS	\$ 26.31
			Black Cap & Red Tassell	LVCS	\$ 108.91
<b>59320 Total</b>					<b>\$ 139.47</b>
59321	6/12/2023	Sean Bittle	Landscape Maintenance May 2023	LVCS	\$ 2,750.00
<b>59321 Total</b>					<b>\$ 2,750.00</b>
59322	6/12/2023	US Foods	Food Deliver 436-965 Susan Drive 4648159 BBQ	LVCS	\$ 439.26
			Food Deliver 436-965 Susan Drive 4648160	LVCS	\$ 348.03
<b>59322 Total</b>					<b>\$ 787.29</b>
59325	6/16/2023	City of Portola	Utility Bill Service Location 217 Sierra Avel	LVCS	\$ 82.63
<b>59325 Total</b>					<b>\$ 82.63</b>
59326	6/16/2023	Country Breeze Cleaning	Portola Office cleaning service May 2023	LVCS	\$ 660.00
<b>59326 Total</b>					<b>\$ 660.00</b>

59331	6/16/2023	JM Plumbing	Plumbing service - Disposal, Kinder Sink & Water fountain s	LVCS	\$ 385.00
<b>59331 Total</b>					<b>\$ 385.00</b>
59333	6/16/2023	Lifetouch NSS Accts Receivable	Yearbooks 2022-23 EVTK7QTPT Final Payment	LVCS	\$ 891.12
<b>59333 Total</b>					<b>\$ 891.12</b>
59335	6/16/2023	Plumas-Sierra Rural Electric Cooperative	Electrical Service location 436-965 Susan Drive	LVCS	\$ 2,546.21
<b>59335 Total</b>					<b>\$ 2,546.21</b>
59336	6/16/2023	Plumas-Sierra Telecommunications	Telecom Dial Up Internet	LVCS	\$ 25.00
<b>59336 Total</b>					<b>\$ 25.00</b>
59337	6/16/2023	Plumas-Sierra Telecommunications	257 E Sierra Ave (Admin) - 59549	LVCS	\$ 10.90
			257 E Sierra St (School) - 57298	LVCS	\$ 134.07
			436-965 Susan Dr - 57917	LVCS	\$ 229.07
<b>59337 Total</b>					<b>\$ 374.04</b>
59339	6/16/2023	Small School Districts Association	LVCS Dues District Basic Membership from 7/1/23 - 6/30/24	LVCS	\$ 425.00
<b>59339 Total</b>					<b>\$ 425.00</b>
59341	6/16/2023	Staples eCommerce	CM Staples org PO#997 copy paper	LVCS	\$ (60.04)
			Brighton Professional ADX-12 Foaming Soap Refill, Unscented,	LVCS	\$ 280.69
			Clorox Commercial Solutions Disinfecting Wipes, Fresh Scent	LVCS	\$ 116.52
			Sustainable Earth by Staples 2-Ply Small-Core Toilet Paper,	LVCS	\$ 261.22
			Sustainable Earth by Staples Recycled Hardwound Paper Towels	LVCS	\$ 375.72
<b>59341 Total</b>					<b>\$ 974.11</b>
59342	6/16/2023	UBEO Business Service	TAX	LVCS	\$ 7.04
			Doyle Copy Room Base rate -IR 8786 Base	LVCS	\$ 125.00
			Portola Res Center-Canon-IR 4745 Base	LVCS	\$ 81.00
			Doyle Res CenterCanon-IRC3330i Base + Usage charge	LVCS	\$ 39.57
			Portola Res Center-Canon-IRC3330i Base + Usage charge	LVCS	\$ 39.57
<b>59342 Total</b>					<b>\$ 292.18</b>
59343	6/16/2023	US Bank Credit Card	Immediate Check request - US Bank May 2023 Statement	LVCS	\$ 13,381.59
<b>59343 Total</b>					<b>\$ 13,381.59</b>
59347	6/23/2023	AT&T	Monthly phone Statement 9391080288	LVCS	\$ 60.89
<b>59347 Total</b>					<b>\$ 60.89</b>
59348	6/23/2023	Bonanza Produce Co.	Food Service 06/08/23	LVCS	\$ 240.50
<b>59348 Total</b>					<b>\$ 240.50</b>
59349	6/23/2023	Canon Financial Service, Inc c/o Operational Accounting	Monthly Contract Base Insurance Charge	LVCS	\$ 15.69
			Monthly Contract Base 601848-1	LVCS	\$ 175.14
<b>59349 Total</b>					<b>\$ 190.83</b>
59351	6/23/2023	Ed Staub & Sons Propane	Propane 436-965 Susan Dr C#262845	LVCS	\$ 270.43
<b>59351 Total</b>					<b>\$ 270.43</b>

59352	6/23/2023	Intermountain Disposal, Inc. Portola Division	Disposal service for Portola 257 & 217 Sierra Commercial Rec	LVCS	\$ 36.02
			Disposal service for Portola 257 & 217 Sierra Commercial Was	LVCS	\$ 40.85
<b>59352 Total</b>					<b>\$ 76.87</b>
59353	6/23/2023	James Merzon	257 East Sierra CAM 22-23 City of Portola 80% common area	LVCS	\$ 79.12
			257 East Sierra CAM 22-23 Insurance	LVCS	\$ 206.07
			257 East Sierra CAM 22-23 Liberty Electric 80% Unit 3/common	LVCS	\$ 74.44
			257 East Sierra CAM 22-23 Prop Tax	LVCS	\$ 269.66
			257 East Sierra Rents 22-23 JULY	LVCS	\$ -
			257 East Sierra Rents 23-24 JULY	LVCS	\$ 3,176.46
<b>59353 Total</b>					<b>\$ 3,805.75</b>
59354	6/23/2023	Jenavieve Kisst	Employee Reimbs 5th Grade field trip	LVCS	\$ 80.00
<b>59354 Total</b>					<b>\$ 80.00</b>
59355	6/23/2023	JM Plumbing	Plumbing service - Disposal, Kinder Sink & Water fountain s	LVCS	\$ 1,388.36
<b>59355 Total</b>					<b>\$ 1,388.36</b>
59357	6/23/2023	Morning Glory, Inc.	Food delivery 06/14/23	LVCS	\$ 84.38
<b>59357 Total</b>					<b>\$ 84.38</b>
59364	6/30/2023	AmeriGas	Service location 257 E Sierra ST Unit D	LVCS	\$ 12.86
			Service location 257 E Sierra ST Unit A	LVCS	\$ 33.73
			Service location 257 E Sierra ST #B	LVCS	\$ 27.84
			Service location 257 E Sierra ST Unit C	LVCS	\$ 12.86
<b>59364 Total</b>					<b>\$ 87.29</b>
59365	6/30/2023	Bonanza Produce Co.	Food Service 06/22/23	LVCS	\$ 111.10
<b>59365 Total</b>					<b>\$ 111.10</b>
59366	6/30/2023	Brady Industries	Misc Supplies - Floor Finish, Stripper, Rad Floor, Disinfect	LVCS	\$ 648.14
<b>59366 Total</b>					<b>\$ 648.14</b>
59370	6/30/2023	FGL Environmental	Coliform - Colilert-P/A, Sampling Fee & Materials/Disposa	LVCS	\$ 76.00
<b>59370 Total</b>					<b>\$ 76.00</b>
59371	6/30/2023	Frontier Communications	530-827-2293-021187-8 Telephone	LVCS	\$ 744.88
<b>59371 Total</b>					<b>\$ 744.88</b>
59372	6/30/2023	Hunt & Sons INC	TAX	LVCS	\$ 75.22
			Red Dyed Kerosene	LVCS	\$ 1,037.49
<b>59372 Total</b>					<b>\$ 1,112.71</b>
59373	6/30/2023	Jon Landerman	Employee Mileage Reimbs From Doyle to Portola	LVCS	\$ 56.33
<b>59373 Total</b>					<b>\$ 56.33</b>
59378	6/30/2023	Liberty Utilities	Monthly Utilities, 257 Unit 1	LVCS	\$ 43.09
<b>59378 Total</b>					<b>\$ 43.09</b>
59379	6/30/2023	Liberty Utilities	Utilities for 257 Unit 2	LVCS	\$ 73.89
<b>59379 Total</b>					<b>\$ 73.89</b>
59380	6/30/2023	Liberty Utilities	Utilities for 257 Unit 5	LVCS	\$ 53.20
<b>59380 Total</b>					<b>\$ 53.20</b>
59381	6/30/2023	Liberty Utilities	Utilities for 257 Unit 4	LVCS	\$ 125.10
<b>59381 Total</b>					<b>\$ 125.10</b>



59382	6/30/2023	Liberty Utilities	Monthly Utilities, 217 E Sierra	LVCS	\$ 209.36
<b>59382 Total</b>					<b>\$ 209.36</b>
59383	6/30/2023	Liberty Utilities	Monthly Utilities, 209 E Sierra	LVCS	\$ 30.36
<b>59383 Total</b>					<b>\$ 30.36</b>
59385	6/30/2023	Morning Glory, Inc.	Food delivery 06/21/23 Summer Program	LVCS	\$ 47.76
			Food delivery 06/28/23 Summer program	LVCS	\$ 34.25
<b>59385 Total</b>					<b>\$ 82.01</b>
59386	6/30/2023	Office Furniture USA	Balance Due for Install of 6x6 Cubicles	LVCS	\$ 3,090.45
<b>59386 Total</b>					<b>\$ 3,090.45</b>
59388	6/30/2023	Staples eCommerce	18 x 12 x 12 Standard Shipping Boxes, 32 ECT, Kraft, 25/B	LVCS	\$ 208.82
<b>59388 Total</b>					<b>\$ 208.82</b>
59389	6/30/2023	Derick Taylor Flooring	Balance Due for flooring installation	LVCS	\$ 15,658.50
<b>59389 Total</b>					<b>\$ 15,658.50</b>
59391	6/30/2023	UBEO Business Service	TAX	LVCS	\$ 6.67
			Portola Res Center-Canon-IR 4745 Base	LVCS	\$ 270.62
<b>59391 Total</b>					<b>\$ 277.29</b>
59400	6/30/2023	US Bank Credit Card	Immediate Check request - US Bank June 2023 Statement	LVCS	\$ 8,359.95
<b>59400 Total</b>					<b>\$ 8,359.95</b>
<b>Grand Total</b>					<b>\$ 175,871.56</b>

Long Valley -Thompson Peak  
WARRANT REGISTER: May 2023

Check Number	Check Date	Payee	Reason	School	Total
59199	5/2/2023	ReliaStar Life Insurance Company	042523 Voluntary Insurance	Thompson Peak LVCS-Susanville	\$ 244.49
			042523 Voluntary Insurance- variance to GL	Thompson Peak LVCS-Susanville	\$ 1.39
<b>59199 Total</b>					<b>\$ 245.88</b>
59200	5/2/2023	Tri-County Schools Ins Group	042523-TCSIG Medical, Vision, Dental & Life	Thompson Peak LVCS-Susanville	\$ 25,807.61
			042523-TCSIG Medical, Vision, Dental & Life - Variance to GL	Thompson Peak LVCS-Susanville	\$ 435.88
<b>59200 Total</b>					<b>\$ 26,243.49</b>
59204	5/5/2023	C&S Waste Solutions of Lassen County	Service Location 995 Paiute Ln 2023	Thompson Peak LVCS-Susanville	\$ 224.39
<b>59204 Total</b>					<b>\$ 224.39</b>
59205	5/5/2023	Forest Office Supplies	TAX	Thompson Peak LVCS-Susanville	\$ 47.03
			Contract Base Service 629 Main St serial #7508	Thompson Peak LVCS-Susanville	\$ 95.00
			Contract Base Service 629 Main St serial #7517	Thompson Peak LVCS-Susanville	\$ 95.00
			Contract serial #7517 & 7508 Overage Charges	Thompson Peak LVCS-Susanville	\$ 760.01
<b>59205 Total</b>					<b>\$ 997.04</b>
59217	5/12/2023	Amazon Business	Side Table	Thompson Peak LVCS-Susanville	\$ 8.50
			Calendars	Thompson Peak LVCS-Susanville	\$ 8.04
			Organizer box	Thompson Peak LVCS-Susanville	\$ 20.85
			Planner	Thompson Peak LVCS-Susanville	\$ 18.06
			Pop Up Sticky	Thompson Peak LVCS-Susanville	\$ 6.43
			Pop Up Sticky Lined	Thompson Peak LVCS-Susanville	\$ 4.80
			Post It flags	Thompson Peak LVCS-Susanville	\$ 4.55
<b>59217 Total</b>					<b>\$ 71.23</b>
59225	5/12/2023	Kathy Putkey	Employee Reimbs - April 2023 Hotel Room	Thompson Peak LVCS-Susanville	\$ 125.34
			Employee Mileage Reimbs - April 2023	Thompson Peak LVCS-Susanville	\$ 209.60
<b>59225 Total</b>					<b>\$ 334.94</b>
59226	5/12/2023	Lassen County Office of Education	Monthly Phone Charges TP	Thompson Peak LVCS-Susanville	\$ 210.00
<b>59226 Total</b>					<b>\$ 210.00</b>
59228	5/12/2023	Melissa Huffman	LCSW Supervision, Paperwork & Consultation	Thompson Peak LVCS-Susanville	\$ 400.00
<b>59228 Total</b>					<b>\$ 400.00</b>
59230	5/12/2023	Morning Glory, Inc.	Food delivery 03/29/23	Thompson Peak LVCS-Susanville	\$ 15.15
			Food delivery 04/17/23	Thompson Peak LVCS-Susanville	\$ 16.79
			Food delivery 04/28/23	Thompson Peak LVCS-Susanville	\$ 50.75
<b>59230 Total</b>					<b>\$ 82.69</b>
59235	5/12/2023	Presence Learning Inc	BMH Service Direct Makeup, Parent or School Contact, Document	Thompson Peak LVCS-Susanville	\$ 1,365.47
<b>59235 Total</b>					<b>\$ 1,365.47</b>
59236	5/12/2023	School Outfitters	Accessorial Charges	Thompson Peak LVCS-Susanville	\$ 67.62
			Foam Soft Seating- Puzzle Pieces	Thompson Peak LVCS-Susanville	\$ 2,122.35
			Freight	Thompson Peak LVCS-Susanville	\$ 572.34
			Shapes Series II	Thompson Peak LVCS-Susanville	\$ 1,239.55
			Shapes Series II Area Sofa	Thompson Peak LVCS-Susanville	\$ 2,747.36
<b>59236 Total</b>					<b>\$ 6,749.22</b>
59238	5/12/2023	Susanville Sanitary District	Sewer Service 995 Paiute Ln	Thompson Peak LVCS-Susanville	\$ 52.00
<b>59238 Total</b>					<b>\$ 52.00</b>
59239	5/12/2023	Tiffiney Lozano	Employee Mileage Reimbs April 2023	Thompson Peak LVCS-Susanville	\$ 381.21
			Employee Reimbs 2023 - April & May Phone Service	Thompson Peak LVCS-Susanville	\$ 100.00
			Employee Reimbs Per Diem 4/17-4/21	Thompson Peak LVCS-Susanville	\$ 221.50
			Employee Reimbs Travel & Meals	Thompson Peak LVCS-Susanville	\$ 1,120.62

Long Valley -Thompson Peak  
WARRANT REGISTER: May 2023

Check Number	Check Date	Payee	Reason	School	Total
<b>59239 Total</b>					<b>\$ 1,823.33</b>
59240	5/10/2023	US Bank Credit Card	Shipping	Thompson Peak LVCS-Susanville	\$ 178.89
			Susanville Ace Hardware	Thompson Peak LVCS-Susanville	\$ 27.68
			Lassen College Bookstore	Thompson Peak LVCS-Susanville	\$ 122.27
			Zoom	Thompson Peak LVCS-Susanville	\$ 74.95
			Safeway	Thompson Peak LVCS-Susanville	\$ 43.24
			Shell Oil	Thompson Peak LVCS-Susanville	\$ 131.20
			Courthouse Cafe	Thompson Peak LVCS-Susanville	\$ 123.41
			7-Eleven	Thompson Peak LVCS-Susanville	\$ 91.38
			Amazon.com Classroom Instruction works	Thompson Peak LVCS-Susanville	\$ 17.64
			Amazon.com Common Formative Assess	Thompson Peak LVCS-Susanville	\$ 65.34
			Amazon.com Developing Assessment	Thompson Peak LVCS-Susanville	\$ 14.26
			AMZN MKTP - Professional Development Books	Thompson Peak LVCS-Susanville	\$ 65.49
			AMZN MKTP Developing Assessment	Thompson Peak LVCS-Susanville	\$ 28.43
			AMZN MKTP Developing Assessment & Chime Bell	Thompson Peak LVCS-Susanville	\$ 106.36
			Diamond Mtn	Thompson Peak LVCS-Susanville	\$ 37.83
			Middle Fork Holdings	Thompson Peak LVCS-Susanville	\$ 12.73
			Bulk Course Registrant OSHA Training	Thompson Peak LVCS-Susanville	\$ 269.99
			Lowes Non Metallic Wire	Thompson Peak LVCS-Susanville	\$ 67.13
			Floor Cushion	Thompson Peak LVCS-Susanville	\$ 54.10
			Floor Cushion Multi Color	Thompson Peak LVCS-Susanville	\$ 81.16
			Floor Cushion Zigzag	Thompson Peak LVCS-Susanville	\$ 81.16
			Loveseat	Thompson Peak LVCS-Susanville	\$ 323.67
			Pining Rack	Thompson Peak LVCS-Susanville	\$ 103.88
			Rug	Thompson Peak LVCS-Susanville	\$ 64.94
			Tommaryd Table	Thompson Peak LVCS-Susanville	\$ 1,467.87
			Survey Monkey Annual Plan	Thompson Peak LVCS-Susanville	\$ 138.00
			AMZN MKTP Telescope	Thompson Peak LVCS-Susanville	\$ 73.06
			AMZN MKTP-Fire Extinguisher holder	Thompson Peak LVCS-Susanville	\$ 15.14
			Dollar General - Staff Appreciation	Thompson Peak LVCS-Susanville	\$ 22.52
			OPC Lassen CC	Thompson Peak LVCS-Susanville	\$ 287.00
			Wal-Mart	Thompson Peak LVCS-Susanville	\$ 20.16
			Wal-Mart-maintenance	Thompson Peak LVCS-Susanville	\$ 98.59
			7-Eleven - Truck	Thompson Peak LVCS-Susanville	\$ 83.14
Troys Automotive	Thompson Peak LVCS-Susanville	\$ 164.48			
Amazon.com Practice Playbook	Thompson Peak LVCS-Susanville	\$ 15.60			
ASUE Educator Summer Institute 2023	Thompson Peak LVCS-Susanville	\$ 199.99			
NAMER Council FR Membership	Thompson Peak LVCS-Susanville	\$ 30.00			
UPS	Thompson Peak LVCS-Susanville	\$ 11.23			
<b>59240 Total</b>					<b>\$ 4,813.91</b>
59243	5/18/2023	Kreth Builders Inc	Wire shop outlet, heather in attic, front room, install firs	Thompson Peak LVCS-Susanville	\$ 400.00
<b>59243 Total</b>					<b>\$ 400.00</b>
59247	5/19/2023	Canon Financial Service, Inc c/o Operational Accounting	Monthly Contract Base 601848-1629 Main St, Susanville + C	Thompson Peak LVCS-Susanville	\$ 175.14
			Monthly Contract Base Insurance Charge	Thompson Peak LVCS-Susanville	\$ 15.69
<b>59247 Total</b>					<b>\$ 190.83</b>
59248	5/19/2023	Ezra Luedecke	Employee Reimbs May 2023- Educational Assistance Reimbs	Thompson Peak LVCS-Susanville	\$ 1,500.00

**Long Valley -Thompson Peak  
WARRANT REGISTER: May 2023**

Check Number	Check Date	Payee	Reason	School	Total
<b>59248 Total</b>					<b>\$ 1,500.00</b>
59250	5/19/2023	Kathryn Campbell	Employee Mileage Reimbs May 9 2023	Thompson Peak LVCS-Susanville	\$ 29.47
<b>59250 Total</b>					<b>\$ 29.47</b>
59251	5/19/2023	Law Offices of Young, Minney & Corr, LLP	April 2023 Legal Services	Thompson Peak LVCS-Susanville	\$ 113.75
<b>59251 Total</b>					<b>\$ 113.75</b>
59253	5/19/2023	Morning Glory, Inc.	Food delivery 05/10/23	Thompson Peak LVCS-Susanville	\$ 13.32
<b>59253 Total</b>					<b>\$ 13.32</b>
59254	5/19/2023	Plumas Charter School	School Nurse Service Provided by Plumas Charter Monthly Rate	Thompson Peak LVCS-Susanville	\$ 225.00
<b>59254 Total</b>					<b>\$ 225.00</b>
59255	5/19/2023	Raleigh Sevier	Employee Reimbs April 2023-Fingerprint fee	Thompson Peak LVCS-Susanville	\$ 30.00
<b>59255 Total</b>					<b>\$ 30.00</b>
59256	5/19/2023	Sherri Morgan	Employee Mileage Reimbs March 2023	Thompson Peak LVCS-Susanville	\$ 332.08
<b>59256 Total</b>					<b>\$ 332.08</b>
59258	5/19/2023	STAMPS.COM Inc	stamps.com monthly service	Thompson Peak LVCS-Susanville	\$ 15.00
<b>59258 Total</b>					<b>\$ 15.00</b>
59260	5/19/2023	Stephanie Preston	Employee Reimbs May 2023 - Educational Assistance	Thompson Peak LVCS-Susanville	\$ 1,500.00
<b>59260 Total</b>					<b>\$ 1,500.00</b>
59262	5/24/2023	Amazon Business	Shipping	Thompson Peak LVCS-Susanville	\$ 29.50
			Gold Honor Cord	Thompson Peak LVCS-Susanville	\$ 8.65
			Hunter Green Honor Cord	Thompson Peak LVCS-Susanville	\$ 9.69
			Lilac Honor Cord	Thompson Peak LVCS-Susanville	\$ 5.95
			Lime Green Honor Cord	Thompson Peak LVCS-Susanville	\$ 9.69
			Red Honor Cord	Thompson Peak LVCS-Susanville	\$ 8.65
			Salutatorian Medal	Thompson Peak LVCS-Susanville	\$ 19.47
			Stole	Thompson Peak LVCS-Susanville	\$ 11.85
			Valedictorian Medal	Thompson Peak LVCS-Susanville	\$ 19.47
			White Honor Cord	Thompson Peak LVCS-Susanville	\$ 5.40
			Academic Medal	Thompson Peak LVCS-Susanville	\$ 8.56
<b>59262 Total</b>					<b>\$ 136.88</b>
59264	5/24/2023	Lassen Municipal Utility District	438132 Municipal Utility 955 Paiute Ln	Thompson Peak LVCS-Susanville	\$ 46.42
<b>59264 Total</b>					<b>\$ 46.42</b>
59265	5/24/2023	Lassen Municipal Utility District	Municipal Utility 415072 955 Paiute Ln	Thompson Peak LVCS-Susanville	\$ 1,026.28
<b>59265 Total</b>					<b>\$ 1,026.28</b>
59269	5/24/2023	Perma-Bound	Quote L-17612816	Thompson Peak LVCS-Susanville	\$ 267.36
<b>59269 Total</b>					<b>\$ 267.36</b>
ACH-051223	5/12/2023	STAMPS.COM Inc	STAMPS.com ACH 051223	Thompson Peak LVCS-Susanville	\$ 125.00
<b>ACH-051223 Total</b>					<b>\$ 125.00</b>
ACH-052423	5/24/2023	USDA Rural Development	USDA Loan ACH auto pull	Thompson Peak LVCS-Susanville	\$ 4,296.00
<b>ACH-052423 Total</b>					<b>\$ 4,296.00</b>
ACH-51223	5/12/2023	US Bank Credit Card	Bank Analysis Fee May 2023	Thompson Peak LVCS-Susanville	\$ 145.10
<b>ACH-51223 Total</b>					<b>\$ 145.10</b>
<b>Grand Total</b>					<b>\$ 54,006.08</b>

**Long Valley -Thompson Peak  
WARRANT REGISTER: June 2023**

Check Number	Check Date	Payee	Reason	School	Total
062323	6/30/2023	STAMPS.COM Inc	STAMPS.com ACH 062323	Thompson Peak LVCS-Susanville	\$ 50.00
<b>062323 Total</b>					<b>\$ 50.00</b>
063023	6/30/2023	US Bank Credit Card	Bank Analysis Fee June 2023	Thompson Peak LVCS-Susanville	\$ 117.10
<b>063023 Total</b>					<b>\$ 117.10</b>
59280	6/2/2023	Bright Thinker	Brighter Thinker online Trueup 22-23	Thompson Peak LVCS-Susanville	\$ 2,005.00
<b>59280 Total</b>					<b>\$ 2,005.00</b>
59281	6/2/2023	Building 21	Tracker Pilot and Implementation Planning	Thompson Peak LVCS-Susanville	\$ 2,500.00
<b>59281 Total</b>					<b>\$ 2,500.00</b>
59283	6/2/2023	CatapultK12	Website Hosting July 2023-June2024	Thompson Peak LVCS-Susanville	\$ 594.00
<b>59283 Total</b>					<b>\$ 594.00</b>
59285	6/2/2023	City of Susanville	995 Paiute Lane Gas & Water	Thompson Peak LVCS-Susanville	\$ 55.65
<b>59285 Total</b>					<b>\$ 55.65</b>
59286	6/2/2023	City of Susanville	995 Paiute Lane Gas & Water	Thompson Peak LVCS-Susanville	\$ 146.37
<b>59286 Total</b>					<b>\$ 146.37</b>
59290	6/2/2023	Home Depot Credit Services	Misc supplies-Strongworkforce 05/12/23	Thompson Peak LVCS-Susanville	\$ 594.85
			Misc supplies Credit Memos 8902752 04/14/23 PO#650	Thompson Peak LVCS-Susanville	\$ (1.90)
			Misc supplies Credit Memos 890275304/14/23 PO#960	Thompson Peak LVCS-Susanville	\$ (226.26)
			Misc supplies-Strongworkforce 05/03/23	Thompson Peak LVCS-Susanville	\$ 1,626.34
			Misc supplies Credit Memos 9903831 05/03/23	Thompson Peak LVCS-Susanville	\$ (34.58)
<b>59290 Total</b>					<b>\$ 1,958.45</b>
59291	6/2/2023	Kreth Builders Inc	Wire shop outlet, Hook up circuits, Concrete, portable wood	Thompson Peak LVCS-Susanville	\$ 734.45
<b>59291 Total</b>					<b>\$ 734.45</b>
59299	6/2/2023	Melissa Huffman	LCSW Supervision, Paperwork & Consultation	Thompson Peak LVCS-Susanville	\$ 175.00
<b>59299 Total</b>					<b>\$ 175.00</b>
59301	6/2/2023	Tom Hammond Inc.	Fuel - Kathi Sherman	Thompson Peak LVCS-Susanville	\$ 90.87
<b>59301 Total</b>					<b>\$ 90.87</b>
59303	6/2/2023	Verizon Wireless	Verizon - Wireless Phone Service Hot Spots 542362909-00002	Thompson Peak LVCS-Susanville	\$ 537.94
<b>59303 Total</b>					<b>\$ 537.94</b>
59304	6/2/2023	Verizon Wireless	Verizon - Wireless Phone Service ADMIN	Thompson Peak LVCS-Susanville	\$ 267.33
<b>59304 Total</b>					<b>\$ 267.33</b>
59310	6/2/2023	ReliaStar Life Insurance Company	052523 Voluntary Insurance	Thompson Peak LVCS-Susanville	\$ 239.06
			052523 Voluntary Insurance- variance to GL	Thompson Peak LVCS-Susanville	\$ (11.29)
<b>59310 Total</b>					<b>\$ 227.77</b>
59311	6/2/2023	Tri-County Schools Ins Group	052523-TCSIG Medical, Vision, Dental & Life	Thompson Peak LVCS-Susanville	\$ 23,122.80
			052523-TCSIG Medical, Vision, Dental & Life - Variance to GL	Thompson Peak LVCS-Susanville	\$ 825.26
<b>59311 Total</b>					<b>\$ 23,948.06</b>
59317	6/12/2023	C&S Waste Solutions of Lassen County	Service Location 995 Paiute Ln 2023	Thompson Peak LVCS-Susanville	\$ 224.39
<b>59317 Total</b>					<b>\$ 224.39</b>
59319	6/12/2023	LEAF	2 Kyocere 4053ci Copier	Thompson Peak LVCS-Susanville	\$ 293.80
<b>59319 Total</b>					<b>\$ 293.80</b>
59323	6/16/2023	Amazon Business	Shipping	Thompson Peak LVCS-Susanville	\$ 22.67
			Crown Awards	Thompson Peak LVCS-Susanville	\$ 20.56
			Grad Honor Cord Red	Thompson Peak LVCS-Susanville	\$ 8.65
			Grad Honor Single Cord Hunter Green	Thompson Peak LVCS-Susanville	\$ 9.69
			Secret Grad Honor Cord	Thompson Peak LVCS-Susanville	\$ 5.40
<b>59323 Total</b>					<b>\$ 66.97</b>

**Long Valley -Thompson Peak  
WARRANT REGISTER: June 2023**

Check Number	Check Date	Payee	Reason	School	Total
59324	6/16/2023	CharterSAFE	23/24 25% Deposit for WC & Package Prem	Thompson Peak LVCS-Susanville	\$ 14,943.50
<b>59324 Total</b>					<b>\$ 14,943.50</b>
59327	6/16/2023	Edpuzzle Inc	Unlimited Access to Edpuzzle - School Wide 1yr subscription	Thompson Peak LVCS-Susanville	\$ 1,090.00
<b>59327 Total</b>					<b>\$ 1,090.00</b>
59328	6/16/2023	Forest Office Supplies	TAX	Thompson Peak LVCS-Susanville	\$ 38.84
			Contract Base Service 629 Main St serial #7508	Thompson Peak LVCS-Susanville	\$ 95.00
			Contract Base Service 629 Main St serial #7517	Thompson Peak LVCS-Susanville	\$ 95.00
			Contract serial #7517 & 7508 Overage Charges	Thompson Peak LVCS-Susanville	\$ 594.64
<b>59328 Total</b>					<b>\$ 823.48</b>
59329	6/16/2023	Arthur J Gallagher & Co Insurance Broker of CA., Inc	2023-2024 Oregon WC Renewal & State Assessment	Thompson Peak LVCS-Susanville	\$ 289.50
<b>59329 Total</b>					<b>\$ 289.50</b>
59330	6/16/2023	GraduationSource	Padded Diploma Cover Final payment	Thompson Peak LVCS-Susanville	\$ 435.70
			Shipping and set fee Final payment	Thompson Peak LVCS-Susanville	\$ 122.85
<b>59330 Total</b>					<b>\$ 558.55</b>
59332	6/16/2023	Lassen County Office of Education	Monthly Phone Charges TP	Thompson Peak LVCS-Susanville	\$ 210.00
<b>59332 Total</b>					<b>\$ 210.00</b>
59334	6/16/2023	Neighborhood Drain Service	Sewer Service 06/13 & 06/14 217 E Sierra St	Thompson Peak LVCS-Susanville	\$ 160.00
<b>59334 Total</b>					<b>\$ 160.00</b>
59338	6/16/2023	Presence Learning Inc	BMH Service Direct Makeup, Parent or School Contact, Documen	Thompson Peak LVCS-Susanville	\$ 1,916.94
<b>59338 Total</b>					<b>\$ 1,916.94</b>
59340	6/16/2023	STAMPS.COM Inc	stamps.com monthly service	Thompson Peak LVCS-Susanville	\$ 15.00
<b>59340 Total</b>					<b>\$ 15.00</b>
59346	6/23/2023	All Season Heating and Air Inc	TP 995 Paiute - Service & Parts - Replaced reversing valve	Thompson Peak LVCS-Susanville	\$ 1,187.07
<b>59346 Total</b>					<b>\$ 1,187.07</b>
59350	6/23/2023	Department of Justice - Accounting Office	Fingerprinting Apps May 2023	Thompson Peak LVCS-Susanville	\$ 32.00
<b>59350 Total</b>					<b>\$ 32.00</b>
59356	6/23/2023	Law Offices of Young, Minney & Corr, LLP	2023 May Legal Services	Thompson Peak LVCS-Susanville	\$ 679.50
<b>59356 Total</b>					<b>\$ 679.50</b>
59358	6/23/2023	Stephanie Parshall	A-G English II & Life Science Project-based Course Planning	Thompson Peak LVCS-Susanville	\$ 1,020.00
<b>59358 Total</b>					<b>\$ 1,020.00</b>
59367	6/30/2023	City of Susanville	995 Paiute Lane Gas & Water	Thompson Peak LVCS-Susanville	\$ 55.65
<b>59367 Total</b>					<b>\$ 55.65</b>
59368	6/30/2023	City of Susanville	995 Paiute Lane Gas & Water	Thompson Peak LVCS-Susanville	\$ 139.59
<b>59368 Total</b>					<b>\$ 139.59</b>
59369	6/30/2023	Current Electric & Alarm Inc	System Monitoring Qtrly billing-Thompson Peak July-Sept 2023	Thompson Peak LVCS-Susanville	\$ 885.00
<b>59369 Total</b>					<b>\$ 885.00</b>
59374	6/30/2023	Lassen County Office of Education	Monthly Phone Charges TP	Thompson Peak LVCS-Susanville	\$ 210.00
<b>59374 Total</b>					<b>\$ 210.00</b>
59375	6/30/2023	Lassen Municipal Utility District	438132 Municipal Utility 955 Paiute Ln	Thompson Peak LVCS-Susanville	\$ 30.00
<b>59375 Total</b>					<b>\$ 30.00</b>
59376	6/30/2023	Lassen Municipal Utility District	Municipal Utility 415072 955 Paiute Ln	Thompson Peak LVCS-Susanville	\$ 1,042.71
<b>59376 Total</b>					<b>\$ 1,042.71</b>
59377	6/30/2023	LEAF	2 Kyocere 4053ci Copier	Thompson Peak LVCS-Susanville	\$ 293.80
<b>59377 Total</b>					<b>\$ 293.80</b>

**Long Valley -Thompson Peak  
WARRANT REGISTER: June 2023**

Check Number	Check Date	Payee	Reason	School	Total
59384	6/30/2023	Melissa Huffman	LCSW Supervision, Paperwork & Consultation	Thompson Peak LVCS-Susanville	\$ 150.00
<b>59384 Total</b>					<b>\$ 150.00</b>
59387	6/30/2023	Sherri Morgan	Employee Mileage Reimbs May 2023	Thompson Peak LVCS-Susanville	\$ 86.46
<b>59387 Total</b>					<b>\$ 86.46</b>
59390	6/30/2023	Tom Hammond Inc.	Fuel - Kathi Sherman	Thompson Peak LVCS-Susanville	\$ 97.93
<b>59390 Total</b>					<b>\$ 97.93</b>
59392	6/30/2023	Verizon Wireless	Verizon - Wireless Phone Service ADMIN	Thompson Peak LVCS-Susanville	\$ 257.70
			Verizon - Wireless Phone Service Equipment Charges	Thompson Peak LVCS-Susanville	\$ 1,414.49
<b>59392 Total</b>					<b>\$ 1,672.19</b>
59399	6/30/2023	ReliaStar Life Insurance Company	062523 Voluntary Insurance	Thompson Peak LVCS-Susanville	\$ 209.44
			062523 Voluntary Insurance- variance to GL	Thompson Peak LVCS-Susanville	\$ (7.72)
<b>59399 Total</b>					<b>\$ 201.72</b>
ACH-0045	6/2/2023	Delta Managed Solutions	Monthly Fee - June 2023	Thompson Peak LVCS-Susanville	\$ 6,150.00
<b>ACH-0045 Total</b>					<b>\$ 6,150.00</b>
ACH-062523	6/30/2023	USDA Rural Development	USDA Loan ACH auto pull	Thompson Peak LVCS-Susanville	\$ 4,296.00
<b>ACH-062523 Total</b>					<b>\$ 4,296.00</b>
Q2 Use Tax	6/30/2023	Board of Equalization	Q2 Use Tax Filing	Thompson Peak LVCS-Susanville	\$ 5.44
			Q2 Use Tax Filing variance	Thompson Peak LVCS-Susanville	\$ 0.51
<b>Q2 Use Tax Total</b>					<b>\$ 5.95</b>
<b>Grand Total</b>					<b>\$ 72,235.69</b>

**LONG VALLEY CHARTER SCHOOL  
BOARD RECOMMENDATION FORM**

AGENDA ITEM:      Consent Agenda Item C

SUMMARY:

Jason Ingram in his role as County Supervisor has donated \$250.00; this is to be earmarked for school sports.

DIRECTOR'S RECOMMENDATION:

Approve as Presented       Disapprove

This action item concerns:

- Long Valley School
- Thompson Peak Charter



**LONG VALLEY CHARTER SCHOOL  
BOARD RECOMMENDATION FORM**

AGENDA ITEM:      Consent Agenda Item D

SUMMARY:

Affirm agreements offered and accepted. Over the summer, working with edtec, we developed a position control numbering system which is evident on the spreadsheet.

Each filled position has been offered and accepted an agreement. One exception is Nikki Apao who won't sign an agreement until she arrives in the US. Agreements are available for review in EI's office.

DIRECTOR'S RECOMMENDATION:

Approve as Presented       Disapprove

This action item concerns:

- Long Valley School
- Thompson Peak Charter

Number	Position	Approved FTE	Currently held by	
101	Exec. Director/ Superintendent	1.00	Morgan	Sherri
102	Business Services Manager	1.00	Roper	El
103	Principal-Doyle	1.00	Brussatoi	Misty
104	Site Admin-Portola	1.00	Morgan	Jerad
105	Site Admin-Susanville	1.00	Preston	Stephanie
106	Curriculum & Instruction Admin	1.00	Wynn	Kelly
107	Special Programs Admin	1.00	Zubillaga	Whitney
108	Intervention Admin	1.00	Putkey	Kathy
201	Teacher-Doyle	1.00	Cooper	Kristine
202	Teacher-Doyle	1.00	Jones	Melissa
203	Teacher-Doyle	1.00	Cardoza	Holly
204	Teacher-Doyle	1.00	Alexander	Lori
205	Teacher-Doyle	1.00	Idzinski	Amy
206	Teacher-Doyle	1.00	Apao	Nikki
207	Teacher-Doyle	1.00	Barefoot	Tom
208	Teacher-Doyle	1.00	Telemontes	Jenavieve
209	Teacher-SPED LVS	1.00	Landerman	Jon
210	Teacher K-8 IS-Doyle	1.00	Thorne	Kaitlyn
211	Teacher HS IS-Doyle	1.00	Tello	Josephine
212	Teacher-Music	0.30	Fontana	Carol
213	Career & College Counselor	1.00	Sherman	Kathi
214	Teacher-Portola- CTE Coordinator	1.00	Tipton	Annie
215	Teacher-Portola	1.00	Fisher	Jackie
216	Teacher-Portola	1.00	Pfingston	Michelle
217	Teacher-Portola	1.00	VACANT	
218	Teacher-Susanville	1.00	Delbeq	Emily
219	Teacher-Susanville	1.00	Kingsley	Angelina
220	Teacher-Susanville	1.00	Sackett	Terrence
221	Teacher-Susanville	1.00	Harkness	Theresa
222	Teacher-Susanville	1.00	Camp	Lucinda
223	Teacher-Susanville	1.00	Sakellariou	Chris
224	Teacher-Susanville	1.00	Sevier	Raleigh
225	Teacher-Math-Susanville	1.00	Kirby	Jennifer
226	Teacher-Susanville	1.00	Loiler	Natalie
227	Teacher-SPED-Susanville	1.00	Branch	Amy
228	Online Teacher/ Educational Data	1.00	Crumbaker-Froud	Sarah
301	Paraeducator-Doyle	1.00	Pusatero	Jennifer
302	Paraeducator-Doyle	1.00	Ballantine	Alicia
303	Paraeducator-Doyle	1.00	Altuz	Melissa
304	Paraeducator-Doyle	1.00	Gotcher	Nicole
305	Paraeducator-Doyle	1.00	Grant	Marissa
306	Paraeducator-Doyle	1.00	Thurber	Autumn
307	Paraeducator-Doyle	1.00	Lorton	Sandy
308	Paraeducator-SPED-Doyle	1.00	Giese	Monica
309	Paraeducator-SPED-Doyle	1.00	Cacavello	Aleesha

310	Paraeducator-SPED-Doyle	1.00	Christen	Jeni
311	Paraeducator-Portola	1.00	Allingham	Brandy
312	Paraeducator-Susanville	1.00	Sakellariou	Hollie
313	Paraeducator-Susanville	1.00	Kirclin	Rebecca
314	Paraeducator-Susanville	1.00	Luedeke	Ezra
315	Paraeducator-SPED-Susanville	1.00	Hughes	Mykala
401	Community School Coordinator	1.00	Gotcher	Janice
402	Registrar	1.00	Smith	Leah
403	Receptionist-Doyle	1.00	Dunn	Jayde
404	Clerical II-Business	1.00	VACANT	
405	Food Specialist	1.00	Shroyer	Robin
406	Food Services-Doyle	1.00	Farris	Lisa
407	Janitorial/ Lunch Supervision-Doyle	1.00	Bowers	Saray
408	Janitor/ Maintenance-Doyle	1.00	VACANT	
409	Bus Driver	0.50	Ausmus	Kim
410	Administrative Assistant	1.00	Campbell	Katie
411	SWP Pathway Coordinator (TPC)	1.00	Lozano	Tiffiney
412	Receptionist-Portola	0.80	Campbell	Heidi
413	Receptionist-Susanville	1.00	Roshou	Jennifer
414	Janitorial-Susanville	0.50	Sackett	Taylor
415	Mental Health Therapist-LVS	1.00	Bernstein	Ariana
416	Mental Health Therapist-TPC	1.00	Alkire	Cristina

**Melissa Huffman, M.A., LCSW 93763, PPSC**

PO Box 164  
Susanville, CA 96130  
(530) 249-9588  
MMHuffman.2021@gmail.com

July 14, 2023

**Melissa Huffman, M.A., LCSW, PPSC Contract for 2023/24**

This Agreement is between Long School Charter School and Melissa Huffman, LCSW ("the independent contractor") for the 2023/24 school year.

Long Valley Charter School is in need of clinical supervision of an Associate Clinical Social Worker.

The independent contractor holds a Master's Degree in Social Work, a Pupil Personnel Services Credential from the California Commission on Teacher Credentialing and is a Licensed Clinical Social Worker in the State of California.

**Independent Contractor:** Subject to the terms and conditions of this Agreement, Long Valley Charter School engages Melissa Huffman, as an independent contractor to perform the services set forth herein, and the independent contractor accepts such engagement. This Agreement shall not render the independent contractor as an employee, partner, agent of, or joint venture for any purpose. Long Valley Charter School shall not be responsible for withholding taxes with respect to the independent contractor's compensation. The independent contractor shall have no claim against Long Valley Charter School or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

**Duties:** Duties may include, but are not limited to supervision of Associate's assessment, student observation, interviewing, consultation, individual counseling, family counseling, and attendance at team meetings as requested. The independent contractor agrees to render services under this agreement in a professional manner and in compliance with all state and federal laws including the ethical principles of the independent contractor's respective professional affiliations.

**Terms:** This engagement for the 2023/24 school year shall commence upon execution of this Agreement and shall continue in effect through June 30, 2024. The independent contractor will provide the Associate's hours of

clinical supervision per month, throughout the remainder of the 2023/24 school year. If the independent contractor must miss a day of service, an alternate day to make up services will be offered.

**Compensation:** As full compensation for the services rendered pursuant to this Agreement, Long Valley Charter School shall pay the independent contractor at the hourly rate of \$100.00 per hour. The hourly rate compensation shall be payable within 30 days of receipt of the independent contractor's monthly invoice for services supported by reasonable documentation. These terms may be amended in writing, or supplemented with subsequent estimates for services to be rendered, by the independent contractor and agreed to by Long Valley Charter School.

**Expenses, Equipment, and Supplies:** Equipment/supplies used for counseling purposes provided by the Associate will be provided by Long Valley Charter School. Long Valley Charter School agrees to provide the Associate an adequate and confidential space to conduct services (i.e., a room for counseling services that provides privacy and is free from distractions).

**Confidentiality and Consent:** The independent contractor will abide by the same law and ethics that are applied in a therapeutic setting. The Associate will provide informed consent to each student and/or parent in order to provide counseling services.

**Termination:** This Agreement may be terminated by Long Valley Charter School or the independent contractor by providing a 14 day written notice to the other party.

**Insurance:** The independent contractor will carry liability insurance related to the clinical supervision of the Associate at Long Valley Charter School.

**Liability:** With regard to the services performed by the independent contractor pursuant to the terms of this Agreement, the independent contractor shall not be liable to Long Valley Charter School, or anyone who may claim any right due to any relationship with Long Valley Charter School, for any acts or omissions in the performance of service on the part of the independent contractor or on the parts of the agents or employees of the independent contractor, except when said acts or omissions of the independent contractor are due to willful misconduct or gross negligence. Long Valley Charter School shall hold the independent contractor free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from or growing out of the services rendered to Long Valley Charter School pursuant to the terms of this Agreement or in any way connected with the rendering of services, except when the same shall arise

due to the willful misconduct or gross negligence of the independent contractor and the independent contractor is adjudged to be guilty of willful misconduct or gross negligence by a court of competent jurisdiction.

**Modification or Amendment:** No amendment, change or modification of this Agreement shall be valid unless in writing signed by both parties.

**Entire Understanding:** This document and any exhibit attached constitute the entire understanding and Agreement of the parties, and all prior Agreements, understandings, and representations are hereby terminated and canceled in their entirety, and are of no further force and effect.

\_\_\_\_\_

Long Valley Charter School Authorized Representative, Sherri Morgan

\_\_\_\_\_

Date



Clinical Supervisor, Melissa Huffman, M.A., LCSW, PPSC

7/14/2023  
\_\_\_\_\_

Date



# Long Valley Charter School

*A Non-Profit Public Benefit Corporation*

July 14, 2023

Supervisee Name: Ariana Rose Bernstein  
Supervisor Name: Melissa Huffman, LCSW 93763, PPSC  
Employer Name: Long Valley Charter School

This letter serves as an oversight agreement between Long Valley Charter School and Melissa Huffman. Long Valley Charter School agrees to allow Melissa Huffman, who is not employed by Long Valley Charter School to provide clinical supervision to Associate, Ariana Bernstein.

Melissa Huffman, agrees to take supervisory responsibility for the services provided by Associate, Ariana Bernstein. Melissa Huffman shall ensure that the extent, kind and quality of services performed is consistent with Associate's training, education, and experience and is appropriate in extent, kind and quality.

Long Valley Charter School is aware of the licensing requirements that must be met by Associate, Ariana Bernstein and agrees not to interfere with Melissa Huffman's legal and ethical obligations to ensure compliance with those requirements; and agrees to provide Melissa Huffman access to clinical records of the clients counseled by Associate, Ariana Bernstein.

Melissa Huffman  
Supervisor Printed Name

[Handwritten Signature]  
Supervisor Signature

7/14/2023  
Date

\_\_\_\_\_  
Employer's Authorized Representative Printed Name and Title

\_\_\_\_\_  
Employer's Authorized Representative Signature

\_\_\_\_\_  
Date



# Long Valley Charter School

*A Non-Profit Public Benefit Corporation*

July 11, 2023

Supervisee Name: Cristina Alkire, Associate  
Supervisor Name: Janet Cunningham, LCSW#69444  
Employer Name: Long Valley Charter School

This letter serves as an oversight agreement between Long Valley Charter School (LVCS) and Janet Cunningham (Supervisor). LVCS agrees to allow Janet Cunningham, who is not employed by LVCS to provide clinical supervision to Cristina Alkire (Associate).

Janet Cunningham agrees to provide supervisory oversight for the services provided by Cristina Alkire as required to meet licensing requirements. The Supervisor shall ensure that the extent, kind and quality of services performed is consistent with the Associate’s training, education, and experience and is appropriate in extent, kind and quality.

LVCS and the Supervisor recognize the need to protect personally identifiable student information as required by applicable laws and regulations. Access to clinical records from students that are counseled by Cristina Alkire will be accessible to the Supervisor without personally identifiable student information to protect each student’s identity.

\_\_\_\_\_  
Janet Cunningham, Supervisor

07 / 11 / 2023

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sherri Morgan  
LVCS Executive Director/ Superintendent





07 / 11 / 2023

\_\_\_\_\_  
Date



Title	Oversight Agreement
File name	LVCS-J.Cunningham...ght Agreement.pdf
Document ID	dc78f4f805412cf1b2b080752b416d2b586e4383
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

 SENT	<b>07 / 12 / 2023</b> 01:43:54 UTC	Sent for signature to Janet Cunningham (janetbrownlcs@gmail.com) from smorgan@longvalleycs.org IP: 98.97.58.27
 VIEWED	<b>07 / 12 / 2023</b> 01:49:49 UTC	Viewed by Janet Cunningham (janetbrownlcs@gmail.com) IP: 50.120.13.179
 SIGNED	<b>07 / 12 / 2023</b> 01:50:47 UTC	Signed by Janet Cunningham (janetbrownlcs@gmail.com) IP: 50.120.13.179
 COMPLETED	<b>07 / 12 / 2023</b> 01:50:47 UTC	The document has been completed.

## MEAL PRICES

2023-24

In order to meet the USDA Requirements, LVS/TPC must charge the following prices for school meals:

\$3.75 Adult Breakfast

\$4.75 Adult Lunch

There are no charges for student meals as a result of Universal School Meals.

## 2023-24 Board Meeting Dates

Thursday, August 10, 2023

Thursday, September 14, 2023

Thursday, October 12, 2023

Thursday, December 14, 2023

Thursday, January 11, 2024

Thursday, February 8, 2024

Thursday, March 14, 2024

Thursday, April 11, 2024

Thursday, May 9, 2024

Thursday, June 13, 2024

**QUARTERLY COMPLAINT SUMMARY FORM CONCERNING  
LACK OF INSTRUCTIONAL MATERIALS  
INADEQUATE, UNSAFE & UNHEALTHFUL SCHOOL FACILITIES  
LACK OF QUALIFIED TEACHERS**

No, neither of our schools has received any complaints relating to the above concerns this quarter.

Yes, one of our schools has received a complaint(s) relating to the above concerns.

If yes, the copy of the complaint is attached (removing any confidential student information as appropriate). An explanation of the School's resolution to the complaint follows.

Quarter covered by this report:

July 1 to September 30

October 1 to December 31

January 1 to March 31

April 1 to June 30

Report prepared by: Sherri Morgan



6/03/23

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Sherri Morgan, Executive Director/ Superintendent

Date

**LONG VALLEY CHARTER SCHOOL**  
**Executive Director's Report**  
August 2023

**ENROLLMENT**

Updates will be provided beginning in September.

**OPEN STAFF POSITIONS**

The following positions remain open:

>>Doyle- PT Janitor and if approved, a Clerical II to provide support for business services

>>Portola-Potential teaching position-math specialist

**AUDIT**

Matthew Lemas, CPA has begun the process for the audit of the 2022-23 school year. We will be uploading documents for their tests and compliance. DMS will be uploading the requested fiscal information.

**APPRAISAL**

USDA required an updated appraisal. We asked Lynn Barnett, who completed the previous appraisal to provide an update. Here are the values provided:

	Market Value-As Is	Market Value-Upon Completion
Current Appraisal 8-4-23	\$1,025,000	\$3,250,000
Previous Appraisal 1-9-21	\$965,000	\$2,890,000

**RESTRICTED FUNDS**

With an excess of 15 restricted funds, I spent considerable time this summer reviewing general ledger entries and submitting the required reports. Most were required by 7/31; a few more are due over the next 6 weeks.

**TRANSITION**

DMS-edtec transition-We are finding our way with new systems while still working DMS to complete fiscal reporting for the 2022-23 School Year. El has worked through several challenges in setting up the new payroll system and had to build our own system for managing purchase requisitions.

**VISA**

The VISA for our Philippine teacher is still in process; there has been much communication with various agencies.

# ***Curriculum and Instruction Administrator***

***Board Report  
August 10, 2023***

- ❖ Continued work with Building 21 on K-12th grade mastery trackers and competency-based learning
- ❖ Continued working on Health Standards lesson repository for teachers K-12th grade to access 23/24 school year
- ❖ Submitted 9th and 10th grade ELA and Life Science A-G classes to UC System - classes were approved
- ❖ Collaborated with the leadership team on the updated IS and site-based curriculum list

## Board Report

8/1/2023

LVS-Doyle

\*Summer Safari Camp ELOP Program was held June 12<sup>th</sup> through June 29<sup>th</sup>. We had about 28 students participate Monday through Thursday, 8:00 – 4:30. Students enjoyed learning activities, project-based learning (this year students built/ran a zoo), water play, field trips (Animal Ark, Wild Waters), etc. They are always disappointed when camp comes to an end and cannot wait to attend next year's camp.

\*Ms. Idzinski, Mrs. Talamantes, Mrs. Putkey, and I all attended a training on team-based model classrooms. I am so excited to be incorporating this model at our site this year. Teachers in grades 2-8 will focus on teaching two subject areas. This will allow them to decrease their workload and plan meaningful, engaging activities for students. Students will have the opportunity to build relationships with various teachers as they rotate through different classes/teachers throughout their day. Monday through Thursday we plan to dedicate the majority of our days focused on math, ELA, writing, and intervention. Fridays we plan to focus on project-based learning, and school wide electives. This is going to be a great academic and social opportunity for our students.







**Long Valley Charter Schools  
Intervention Administrator Board Report  
August 2023**

**STANDARDS WORK**

The power standards and "I Can Statements" for English Language Arts (ELA) have been finalized and shared with the staff during a professional learning session on June 9th.

- Essential or power standards help define what students should learn in ELA from kindergarten to 12th grade.
- These standards are vertically aligned, meaning they build upon one another as students progress through different grade levels.
- The alignment of standards ensures a smooth transition between grades and supports consistent learning experiences for students.
- Learning progressions have been created to help LVCS educators track student progress and growth throughout the school year for K-12 in ELA.
- Each standard in the learning progression includes specific and measurable learning objectives, outlining what students are expected to know and do.
- These objectives provide clarity for educators and assist them in planning their instruction.

The work will continue throughout the year, with input from educators, especially those at the Doyle site, as they use this tool to aid their understanding of how to teach the essential standards and support student learning.

**BEHAVIOR PRACTICES HANDBOOK**

A Behavioral Practices Staff Handbook has been written for Long Valley School and its two Independent Study sites, Thompson Peak Charter, and Portola Resource Center.

- The handbooks outline behavior expectations for all staff members, ensuring consistent messages about appropriate behavior for students across different classrooms and school areas.
- Positive behavior intervention strategies are included in the handbooks, such as positive reinforcement, restorative practices, and social-emotional learning techniques.
- The Behavioral Practices Staff Handbook is a crucial tool to create a positive school culture, effectively manage behavior, and reinforce behavior expectations.

It contributes to a safe and nurturing learning environment for all students, aligning with LVSC Strategic Plan goal #3.

**LONG VALLEY CHARTER SCHOOL  
BOARD RECOMMENDATION FORM**

AGENDA ITEM:     Action Item A-Core Beliefs

SUMMARY:

Staff generated a list of practices to support the Strategic Plan. These have been labeled Core Beliefs.

DIRECTOR'S RECOMMENDATION:

Approve as Presented      Disapprove

This action item concerns:

- Long Valley School
- Thompson Peak Charter

At Long Valley Charter Schools, we hold the following core beliefs to ensure that every student receives the education they deserve:

**1. Strong PLC Practices:** We believe in the power of Professional Learning Communities (PLCs) to improve student learning outcomes. Through collaboration, data analysis, and shared expertise, we continuously enhance our instructional practices to meet the diverse needs of all learners.

**2. Common Language for Academic Subjects:** We recognize the importance of establishing a common language across academic subjects. This shared understanding promotes consistency, coherence, and effective communication among teachers, students, and parents ensuring a seamless learning experience.

**3. Response to Intervention:** We are committed to providing rigorous instruction and targeted interventions in key academic areas to support students' development of critical thinking, problem-solving, and communication skills. By leveraging data-driven insights, we strive to close learning gaps and ensure academic growth for every student.

**4. Data-Informed Decision Making:** We embrace a data-informed approach to decision making. We believe in collecting and analyzing relevant data to assess school progress, identify areas of improvement, and make informed instructional decisions. Data guides us, enables accountability, and facilitates continuous improvement across the school community.

**5. Schoolwide Behavioral Practices (PBIS/Restorative Practices):** We prioritize the establishment of a positive and inclusive school culture that fosters social-emotional well-being. Through the implementation of Schoolwide Behavioral Practices such as PBIS and Restorative Practices, we promote positive behavior, teach conflict resolution skills, and repair harm within our community.

**6. Essential Standards:** We align our researched and evidence based curriculum and instructional practices to the essential standards which serves as a guide for educators in designing instruction, developing assessments, and tracking students' progress toward mastery of key learning outcomes. These standards provide a clear framework for academic expectations, ensuring that our students develop the necessary knowledge and skills to succeed in their education and future endeavors.

**LONG VALLEY CHARTER SCHOOL  
BOARD RECOMMENDATION FORM**

AGENDA ITEM:      Action Item B-Enrollment Cap

SUMMARY:

The law regarding Independent Study Resource Centers requires location in the district where the charter is authorized OR, maybe located in an adjacent county with the written permission of the district in which the center is located.

I've been conversing with the Plumas Unified School District to gain that permission. The district requested fiscal and academic information and has decided that would grant the permission if the Board adopts an enrollment cap of 75 PUSD students. A resolution for this purpose is provided.

Prior enrollment records:

Date	Students Enrolled at Portola Resource Center	Number of PUSD students	Students from other districts
06/02/23	62	58	4
10/5/22	84	78	6
10/6/21	70	65	5
10/7/20	108	96	12

>Since schools reopened after COVID-19, Plumas Unified has done a better job at offering independent study within their program, which has resulted in their retention of students.

>Portola had two teachers retire at the end of the 2022-23 school year and is only replacing one to address the reduced enrollment.

DIRECTOR'S RECOMMENDATION:

Approve as Presented       Disapprove

This action item concerns:

- Long Valley School
- Thompson Peak Charter

**LONG VALLEY CHARTER SCHOOL  
RESOLUTION NUMBER 2023-24-01**

**Enrollment Cap for Long Valley School-Portola Resource Center**

**WHEREAS**, Long Valley School has an existing Resource Center for Independent Study in an adjacent county outside of the jurisdiction of its authorizer, Fort Sage Unified School District. The center is located in Portola, California in Plumas County. Operation of the center is allowed by law until the charter’s next renewal.

**WHEREAS**, Education Code 47605.1 (c)(5)(A) now requires the charter, prior to the next charter renewal, to obtain written approval of the district where the Resource Center is operating; that district is Plumas Unified School District (PUSD).

**WHEREAS**, Plumas Unified School District has expressed a willingness to officially grant permission to have this Resource Center remain in the Plumas Unified School District with the establishment and compliance with an enrollment cap of 75 students residing in PUSD.

**THEREFORE, BE IT RESOLVED THAT** Long Valley Charter School establishes an enrollment cap of 75 students residing in PUSD at the Long Valley School Resource Center in Portola effective with the 2023-24 school year. This cap will be written into the charter at its next renewal. Staff are immediately directed to monitor enrollment demographics to not exceed 75 students.

Passed and adopted this 10<sup>th</sup> day of August, 2023 at a regular meeting of the LVCS Governing Board by the following vote:

Ayes:

Noes:

Abstentions:

Absent:

I, Stacy Kirklin, Clerk of the Long Valley Charter School Governing Board do hereby certify the foregoing is a full, true, and correct copy of the resolution adopted.

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Stacy Kirklin, Clerk

Education Code 47605.1 (c)(5)(A) A charter school that was operating a resource center, meeting space, or other satellite facility outside the jurisdiction of the school district where the charter school is physically located before January 1, 2020, may continue to operate the resource center, meeting space, or other satellite facility until the charter school submits a request for the renewal of its charter petition. To continue operating the resource center, meeting space, or other satellite facility, the charter school, before submitting the request to the charter school's chartering authority for the renewal of the charter petition, shall first obtain approval in writing from the school district where the resource center, meeting space, or other satellite facility is operating.



# Long Valley Charter School

*Imagine-Achieve-Inspire*

## Independent Study

Approved by: Board of Directors	Revised: 8/10/23; 8/11/22; 10/14/21; 8/12/21; 7/11/19; Adopted: 7/14/15	Number: 6006
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Long Valley Charter School (LVCS) is a nonprofit public benefit corporation that operates two charter schools: Long Valley School and Thompson Peak Charter School. This policy applies to both schools equally and the schools are collectively referred to as “Charter Schools.”

**Definitions:** Independent Study is an optional educational alternative in which no pupil may be required to participate and is designed to teach the knowledge and skills of the core curriculum for students in grades TK-12.

**Procedures:**

Long Valley Charter School shall offer independent study to meet the educational needs of pupils enrolled in its schools: Long Valley School or Thompson Peak Charter School. These policies apply to all students participating in Independent Study in both Charter Schools.

Independent Study through the Charter Schools is a continuously voluntary educational alternative in which no student may be required to participate; the student is offered the alternative of classroom instruction in his or her school district of residence. The Charter Schools shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully. The following written policies have been adopted by the Board for implementation at the Charter Schools:

1. For pupils in all grade levels, TK-12, offered by the Charter Schools, the maximum length of time that may elapse between the times an assignment is made and the date by which the pupil must complete the assigned work shall be **as follows:**

**For the students enrolled in the *Home School Academy*: 20 school days**

**For students enrolled in all other programs operated by the Charter School: 5 school days.**

2. The Executive Director or designee shall conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study upon the following triggers:

- a. When any pupil fails to complete 15% of the assignments.
- b. When a pupil misses two appointments or required classes within a period of 5 school days.
- c. When a pupil misses two consecutive weekly meetings with their teacher of record.
- d. In the event the student’s educational progress falls below satisfactory levels as determined by the Charter Schools’ Process for Non-Compliance which considers ALL of the following indicators:
  - i. The pupil’s achievement and engagement in the independent study program, as

indicated by the pupil's performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in Education Code Section 52060(d) paragraphs (4) and (5).

- ii. The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.
- iii. Learning required concepts, as determined by the supervising teacher.
- iv. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.

A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. This record shall be maintained for a period of three years from the date of the evaluation and if the pupil transfers to another California public school, the record shall be forwarded to that school.

3. The Charter Schools shall provide content aligned to grade level standards that is substantially equivalent to in-person instruction. For high school grade levels this shall include access to all courses offered by the Charter Schools for graduation and approved by the UC or CSU as creditable under the A-G admissions criteria.

4. The Charter Schools have adopted tiered reengagement\* strategies for the following:

- a. All pupils who are not generating attendance for more than 10% of the required minimum instructional time over four continuous weeks;
- b. All pupils found not participatory in synchronous instructional offerings pursuant to Education Code Section 51747.5 for more than 50% of the scheduled times of synchronous instruction in a school month as applicable by grade span; or,
- c. All pupils who are in violation of the written agreement pursuant to Education Code Section 51747(g).

The procedures for tiered re-engagement are as follows:

- a. Verification of current contact information for each enrolled pupil;
- b. Notification to parents or guardians of lack of participation within one school day of the recording of non-attendance or lack of participation;
- c. Outreach from the Charter Schools to determine pupil needs including connection with health and social services as necessary;
- d. A clear standard for requiring a pupil-parent-educator conference to review a pupil's written agreement, and reconsider the independent study program's impact on the pupil's achievement and well-being, consistent with the policies adopted pursuant to paragraph (4) of subdivision (g) of Education Code Section 51747.

5. The following plan shall be in place in accordance with Education Code Section 51747(e) for synchronous instruction and live interaction\*:

- a. For pupils in transitional kindergarten through grade 3, inclusive, the plan to provide opportunities for daily synchronous instruction for all pupils throughout the school year by a teacher of record.
- b. For pupils in grades 4-8, inclusive, the plan to provide opportunities for daily live interaction between the pupil and an employee of the Charter School and at least weekly synchronous instruction for all pupils throughout the school year by a teacher of record.



- c. For pupils in grades 9-12, inclusive, students will be provided opportunities at least once weekly for synchronous instruction throughout the school year by a pupil's teacher of record.
6. If a family expresses a wish to return to in-person instruction\*, the Charter Schools shall offer a consultation with the family expeditiously to transfer the pupil to in-person instruction, and in no case, later than five instructional days from receiving written notice from the family of the wish to return to in-person instruction. Transfer to in-person instruction offered at the Doyle campus is subject to pupil's grade level and capacity. If a student in grades TK-8 is seeking to transfer to in-person instruction in Doyle and the grade level is at capacity, student will be offered placement on the wait/lottery list. Any student seeking to return to in-person instruction other than that offered at the Doyle campus shall be directed to enroll within the pupil's local district of residence. If a pupil leaves an independent study program at the Charter Schools, they may not return to an independent study program at the Charter Schools within the same school year. <sup>1</sup>

*\* The tiered reengagement strategies, plan for synchronous instruction and live interaction, and plan to transition pupils whose families wish to return to in-person instruction shall not apply to pupils who participate in an independent study program for fewer than 15 schooldays in a school year and pupils enrolled in a comprehensive school for classroom-based instruction who, under the care of appropriately licensed professionals, participate in independent study due to necessary medical treatments or inpatient treatment for mental health care or substance abuse. Local educational agencies shall obtain evidence from appropriately licensed professionals of the need for pupils to participate in independent study pursuant to this subdivision. These sections shall not apply to independent study offered due to school closure or material decrease in attendance for 15 school days or less for affected pupils under one or more of the circumstances described in Education Code Sections 41422 and/or 46392, and 46393 for which the Charter School files an affidavit seeking an allowance of attendance due to emergency conditions.*

7. A current written agreement shall be maintained on file for each independent study pupil, including, but not limited to, all of the following:
  - a) The manner, time, frequency and place for submitting a pupil's assignments, for reporting the pupil's academic progress, and for communicating with a pupil's parent or guardian regarding a pupil's academic progress. **The minimum required frequency for reporting is once every week that school is in session.**
  - b) The objectives and methods of study for the pupil's work, and the methods utilized to evaluate that work. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.
  - c) The specific resources, including materials and personnel, which will be made available to the pupil.
  - d) A statement of the policies adopted herein regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed prior to an evaluation of whether or not the pupil should be allowed to continue in independent study.
  - e) The duration of the independent study agreement, including beginning and ending dates for the pupil's participation in independent study under the agreement. No independent

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<sup>1</sup> The plan to transition pupils whose families wish to return to in-person instruction shall not apply to pupils that participate in an independent study program for fewer than 15 schooldays in a school year.

- study agreement shall be valid for any period longer than one school year.
- f) A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.
  - g) A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the pupil's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.
  - h) The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class or program pursuant to Education Code Sections 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.
  - i) For a pupil participating in an independent study program that is scheduled for more than 14 school days, each written agreement shall be signed, prior to the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. Beginning in the 2022–23 school year, for a pupil participating in an independent study program that is scheduled for less than 15 school days, each written agreement shall be signed within 10 school days of the commencement of the first day of the pupil's enrollment in independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of the Family Code.

8. The Charter Schools shall comply with the Education Code Sections 51745 through 51749.3 and the provisions of the Charter Schools Act and the State Board of Education regulations adopted there under.

9. The Executive Director/Superintendent may establish regulations to implement these policies in accordance with the law.

## Sherri Morgan

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**From:** Cash Kuhn <cashkuhn93@gmail.com>  
**Sent:** Thursday, July 13, 2023 5:50 PM  
**To:** Sherri Morgan  
**Subject:** Re: Water through project

This email originated from outside of our school email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I would say December 31 to be safe I can't imagine it would be any longer than that but totally depends on the weather. I didn't show up in the field with all the cattle til June either so I figured it wouldn't be bad idea to stay an extra month if the weather isn't to bad in December.

> On Jul 10, 2023, at 11:06 AM, Sherri Morgan <SMorgan@longvalleycs.org> wrote:

>

> Please propose an end date so I can bring it to the governing board.

>

>

> Sherri Morgan, Executive Director/Superintendent Long Valley School &

> Thompson Peak Charter

>

> Contact: Katie Campell, Administrative Assistant

> Email: [kcampbell@longvalleycs.org](mailto:kcampbell@longvalleycs.org) Phone: 530-827-3986

>

>

> -----Original Message-----

> From: Cash Kuhn <cashkuhn93@gmail.com>

> Sent: Saturday, July 8, 2023 6:24 PM

> To: Sherri Morgan <SMorgan@longvalleycs.org>

> Subject: Water through project

>

> This email originated from outside of our school email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

>

> Hi Sherri I'm reaching out regarding the water throughs and spraying of the scotch thistle we have been spraying the last couple weeks and we will hopefully start on the water throughs this next coming week I was also wondering if we could extend the end dates for grazing use in the future especially this year cause there will be so much extra grazing.

>

> Sent from my iPhone

**Amendment #1 to Grazing Lease dated April 17, 2020 by and between Long Valley Charter School, a California nonprofit public benefit corporation (“Lessor”) and Cash Wemple (“Lessee”)**

It is agreed between the parties as follows:

1. This Amendment #1 is entered into as of August 11, 2023.
2. For the 2023 grazing season only, the Lessor allows an extension of the ending date from November 30, 2023 to December 31, 2023.
3. All other terms remain the same.

4. Acceptance:

Lessor:

Long Valley Charter School, a California  
Nonprofit Public Benefit Corporation

By: \_\_\_\_\_  
Its Executive Director/ Superintendent  
Dated: \_\_\_\_\_

Lessee:

Cash Wemple, an individual

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

2023-2024

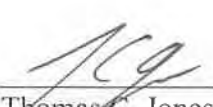
**MASTER AGREEMENT**

This **AGREEMENT**, by and between the **Lassen County Superintendent of Schools**, hereinafter referred to as **LCSS**, and **Long Valley School**, hereinafter referred to as **DISTRICT**, is for the services that are specified in this **AGREEMENT**, pursuant to the following terms and conditions:

1. **LCSS** will perform or make available to **DISTRICT** those services that are listed on the attachment.
2. Based on the attachment, **DISTRICT** will pay **LCSS** or **LCSS** will pay **DISTRICT** for services provided according to this **AGREEMENT**.
3. This **AGREEMENT** is for the 2023-2024 fiscal year.

**SERVICES PROVIDED BY LASSEN COUNTY SUPERINTENDENT OF SCHOOLS  
 FOR LONG VALLEY SCHOOL  
 (District Pays LCSS)**

<u>PROGRAM</u>	<u>AMOUNT</u>
Elementary Athletic League – Dues and Support ( <b>Attachment A</b> )	300.00
Mitel VoIP Phone System ( <b>Attachment B</b> ) 33 Phones	Monthly Billing
Technology Services - Microsoft School Agreement ( <b>Attachment C</b> )	7,650.00
Technology Services – Sophos Anti-Virus Annual License (\$12.00 P/C) ( <b>Attachment D</b> )	1,284.00
Technology Services – Internet Content Filtering Annual License (\$8.00 P/C) ( <b>Attachment E</b> )	4,440.00
Technology Services – LCOE Tech Support Hours (\$75/hour for 250 hours)	18,750.00
Technology Services – iSafe E-rate Training Package – Annual Subscription ( <b>Attachment F</b> )	300.00
Technology Services – ISP Services ( <b>E-Rate</b> ) Billed Separately \$5000.00 / Site ( <b>Attachment G</b> )	Billed Separately
Technology Services – Know B4 Phishing Training (\$20.00/staff)	880.00
Technology Services – AuthLite MFA	1,000.00
VEEAM Backup solution with Wasabi Cloud Storage	3,675.00
<b>NET PAYMENT DUE TO LCSS FOR SERVICES PROVIDED</b>	<b>\$38,279.00</b>

<u>Long Valley School</u>	<u>Lassen County Office of Education</u>
_____	Patricia A. Gunderson, Lassen County Superintendent of Schools
Date Approved by Governing Board	
by _____	by 
Superintendent	Thomas C. Jones, Assistant Superintendent Educational Services/Human Resources
Date: _____	Date: <u>7/12/23</u>

**LASSEN COUNTY ELEMENTARY ATHLETIC LEAGUE (LCEAL)**

**SUPERINTENDENT** agrees to coordinate the following services to **DISTRICT** for participation in the Lassen County Elementary Athletic League (LCEAL).

1. Provide secretarial support in the recording of minutes, mailing of meeting notices, and posting of agendas.
2. Coordinate payment of the LCEAL President's stipend of \$1,000 annually.
3. Coordinate the purchase of and payment for supplies, materials, etc., as needed by the LCEAL.

**DISTRICT** agrees to do the following in support of its participation in the LCEAL:

1. Attendance by the **DISTRICT** Superintendent, or designee, at the LCEAL Board of Directors' meetings whenever possible.
2. Assurance that the Bylaws of the LCEAL are adhered to by staff, players, and coaches of the **DISTRICT**.
3. Payment of annual dues for participation in the LCEAL to cover costs of President's stipend, awards, and other items as needed.

Annual Fee for Participation in LCEAL:     \$300.00



*Lassen County Office of Education*  
472-013 Johnstonville Road North · Susanville, CA 96130-8752  
530.257.2196 Fax 530.257.2518

*Patricia Gunderson, Superintendent*

### Lassen COE VoIP Phone Service Agreement

June 23, 2020

This agreement is to provide Lassen COE VoIP Phone Services is effective *July 1, 2020 to June 30, 2025* for *Long Valley School* known as "*Customer*" located at *436-965 Susan Drive, Doyle, CA 96109* and between:

**Lassen County Office of Education** known as "**LCOE**" located at **472-013 Johnstonville Road North, Susanville, CA 96130**

**1. Services:** Subject to the terms and conditions of this Agreement LCOE agrees to provide VoIP phone service to the Customer. The term of the agreement will start July 1, 2020 and end June 30, 2025. This agreement includes initial installation and basic programming of Customer owned Mitel phone sets and licenses. Customer maintains ownership of phones and site equipment purchased by Customer. LCOE will provide direct inward dialing (DID) numbers and voicemail boxes for all sets. Customer will be responsible for all toll charges. LCOE will work with vendors to ensure 911 services work correctly and may migrate to E911 services when available.

**2. Payment and Terms:** Customer will pay LCOE \$10.00 per phone line per month and actual toll charges for the VoIP Phone Services plus applicable taxes. Toll charges intrastate are 0.044, interstate are 0.039 per minute and local 0.03 for the first minute and 0.01 for each additional minute in one-minute increments. Payment is due within 30 days. This contract is for Lassen COE VoIP Phone Services only and does not qualify for California Tele-Connect Fund (CTF) or E-rate discounts. Any dispute of charges should be submitted in writing within 30 days of the billing date. Either party may cancel services in part or in whole with 90 days prior written notice and agreement of both parties. Note, toll charges and monthly charge per phone will be billed from the first day of each month to the last day of each month regardless of how many days are in each month.

**3. Site Equipment:** Customer agrees to ensure their network system, including switches, firewall and UPS are installed and configured to properly provide VoIP services. This includes but is not limited to utilizing proper hardware, software and settings, maintain proper environmental conditions for equipment and perform normal maintenance. Customer must maintain an adequate connection to the LCOE network. This includes maintaining a firewall with a VPN connection to the LCOE and other phone system member sites.





## Lassen County Office of Education

472-015 Johnstownville Road North • Susanville, CA 96150-8752  
530.257.2196 Fax 530.257.2518

Patricia Gunderson, Superintendent

4. **Customer consent:** Customer hereby grants to LCOE and its employees, agents, independent contractors and suppliers' permission to enter upon and use their site for the purpose of providing and maintaining Lassen COE VoIP Phone Services listed above beginning and continuing until agreement is ceased by either party. Customer further acknowledges and agrees that LCOE may perform emergency maintenance as necessary to maintain the system without notice. Non-emergency maintenance will be scheduled 48 hours in advance.

5. **911 Services:** Customer acknowledges and agrees that phones are not to be moved off site, room to room, rearranged, or removed for any reason without prior notification to the LCOE Tech Department in writing to ensure 911 services work correctly. Once E911 services become available the LCOE will work with Customer to implement and test system.

6. **Release and waiver:** Customer agrees to release, indemnify and hold harmless LCOE, its employees, agents, contractors and suppliers against any and all losses, accidents, damages, injuries, expenses and claims resulting in whole or part, directly or indirectly from services provided. Customer agrees that in no event shall LCOE, its employees, agents, contractors or suppliers total and aggregate liability under this agreement exceed the amount of monthly fees paid by Customer for this service.

7. **Guarantee:** Customer understands that LCOE does not and cannot guarantee services of other entities that are necessary for the system to function. While the LCOE will use best professional efforts to achieve optimal performance and uptime of the system, LCOE can make no warranty or guarantee expressed or implied as to the uptime or quality of service. LCOE recognizes phone service is a priority and will work with all parties necessary to ensure service is always available and working properly.

8. **General provisions:** Customer agrees to provide and maintain equipment necessary to utilize the Lassen COE VoIP Phone Services. Some of the equipment necessary is: Cat5 or better network cabling to each phone location, network switching that includes services such as VLAN, QoS and PoE, adequate UPS runtime, firewall with VPN to LCOE and other phone system member sites.

This agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

This agreement shall be governed by the laws of the State of California.



## Lassen County Office of Education

472-013 Johnstonville Road North · Susanville, CA 96130-8752  
530.257.2196 Fax 530.257.2518

Patricia Gunderson, Superintendent

### Signatures

You should read and understand this agreement. It is a legal and binding contract.

#### Customer

Signature Sherril Morgan  
Printed Name Sherril Morgan  
Date 7/1/2020

#### Lassen County Office of Education (LCOE)

Signature Robert Talley  
Printed Name Robert Talley  
Date 7/1/2020

## Lassen COE Microsoft School Desktop Software Agreement

The Lassen COE agrees to provide "Microsoft School Desktop Software Licensing" described below to:

**Long Valley School – Main Office**  
**436-965 Susan Drive**  
**Doyle, CA 96109**  
**(530) 827-2395**

effective **July 1, 2021, to June 30, 2024**. The cost is \$150.00 per FTE (staff) per year with a minimum purchase of 51 FTE annually. The minimum amount of \$7,650.00 will be included in annual Master Agreements through June 30, 2024. Additional products may be added at an additional cost. No other software or services are included or implied.

The Microsoft School Desktop Software licensing consists of the following products:

- Microsoft Windows Operating System
- Microsoft Office Professional Suite (Access, Excel, Outlook, OneNote, PowerPoint, Publisher & Word)
- Microsoft Visio Professional
- Microsoft Enterprise CAL Suite

The Lassen COE assumes no responsibility of software use. Any support by Lassen COE will be billed at our regular rate in six-minute increments. The end user agrees to abide by the products End User Licensing Agreement (EULA). Please refer to:

[http://download.microsoft.com/download/8/9/A/89A3F8B9-94DE-4956-A56E-F6D2B215D0E6/Enterprise\\_Agreement\\_Program\\_Guide.pdf](http://download.microsoft.com/download/8/9/A/89A3F8B9-94DE-4956-A56E-F6D2B215D0E6/Enterprise_Agreement_Program_Guide.pdf) for more information.

This agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

This agreement shall be governed by the laws of the State of California.

## Lassen COE Sophos Anti-Virus Software Agreement

The Lassen COE agrees to provide "Sophos Anti-Virus Software Licensing" described below to:

***Long Valley School – Main Office  
436-965 Susan Drive  
Doyle, CA 96109  
(530) 827-2395***

effective ***July 1, 2021 to June 30, 2024 hereto referred to as the "term"***. The cost of \$12.00 per node (PC, MAC, etc.) per year with a minimum purchase of 107 nodes annually for the term. The minimum amount of \$1,284.00 will be included in annual Master Agreements through June 30, 2024. Additional licenses may be added at an additional cost at any time. No other software or services are included or implied.

The Lassen COE assumes no responsibility of software use. Any support by Lassen COE will be billed at our regular rate in six-minute increments. The end user agrees to abide by the products End User Licensing Agreement (EULA). Please refer to:

<http://www.sophos.com/en-us/legal/sophos-end-user-license-agreement.aspx>

This agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

This agreement shall be governed by the laws of the State of California.

## Lassen COE Content Filtering Software Agreement

The Lassen COE agrees to provide "Content Filtering" described below to:

**Long Valley School – Main Office**  
**436-965 Susan Drive**  
**Doyle, CA 96109**  
**(530) 827-2395**

Effective **July 1, 2019 to June 30, 2024 hereto referred to as the "term"**. The cost of \$8.00 per node (PC, MAC, etc.) per year with a minimum purchase of 555 nodes annually for the term. The minimum amount of \$4,440.00 will be included in annual Master Agreements through June 30, 2024. Additional licenses may be added at an additional cost at any time. No other software or services are included or implied.

The Lassen COE assumes no responsibility of software use. Any support by Lassen COE will be billed at our regular rate in six-minute increments.

This agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

This agreement shall be governed by the laws of the State of California

### **Lassen COE iSafe Annual E-Rate Training Subscription**

The Lassen COE agrees to provide access to "iSafe E-Rate Training Subscription" described below to:

***Long Valley School – Main Office***

Effective ***July 1, 2023 to June 30, 2024 hereto referred to as the "term"***. The cost of \$150.00 per site per year. The amount of \$300.00 will be included in annual Master Agreements through June 30, 2024. No other software or services are included or implied.

The LCOE has maintains a collaborative purchase for "iSafe E-Rate Training Package". This annual subscription is \$150 per site per year and provides the training materials needed to meet E-rate regulations and a system to track that training in order to provide reports in the event of an audit. iSafe added Direct AUP to our subscription at no additional cost. This component assists with creating and maintaining "Acceptable Use Policies" and even has a method available for parents to approve them online. Each site is responsible to provide the mandated training and keeping documentation for ten years in the event of an audit to receive federal funds. The iSafe program provides an easy method to train and track this requirement.

The Lassen COE assumes no responsibility of software use. Any support by Lassen COE will be billed at our regular rate in six-minute increments.

This agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

This agreement shall be governed by the laws of the State of California.

Lassen County Office of Education  
Information Technology  
477-013 Johnstonville Road North  
Susanville, CA 96130  
Telephone: (530) 251-8700 Fax: (530) 251-8750  
SPIN# 143031170  
FRN# 0018417279  
**Internet Services Agreement**



Internet Services between Long Valley Charter School Doyle (LVCSD) and the Lassen County Office of Education (LCOE) will depend upon Schools and Library Corporation approving District's request for funding under the Telecommunications Act of 1996 for the services described. This agreement is effective July 1, 2021 and ends June 30, 2026.

LCOE will provide Internet Access services that are accepted and applicable under the Federal Communications Commission rules for Universal Service Fund (E Rate) subsidy under the Telecommunications Act of 1996.

The Internet Access services provided for the District under this agreement are for daily operational support that is E-Rate eligible as specified under Internal Access (Infrastructure that facilitates Internet Access). LCOE supports speeds between 5 MB/s and 1000 MB/s. Maintenance and support of the equipment under this agreement are limited to E-Rate eligible services as described on the web posting of eligible services list.

No other services will be a part of this agreement that are not E-Rate eligible.

**Alteration of Agreement:**

This agreement may be modified or terminated only by mutual agreement of the parties where the changes are in writing and is signed by both parties.

**Terms of the Agreement:**

The annual cost of this Agreement is stated below. The annual amount is based upon a five year term. Annually the cost of this agreement will be reassessed to determine if costs can be reduced. However, the costs will not exceed the amount provided below.

Total amount of this agreement: \$5,000.00 per year

Service Provider: LCOE Tech Department

Approving Agency: LVCSD

*Robert Talley*

Robert Talley - Technology Coordinator

Date: 12/1/2020

*Sherri Morgan*

Signature

*Sherri Morgan*

Print Name

Date: 2/11/21

"Investing in the Future"

Lassen County Office of Education  
Information Technology  
472-013 Johnstonville Road North  
Susanville, CA 96130  
Telephone: (530) 251-8700 Fax: (530) 251-8750  
SPIN# 143031170  
FRN# 0018417279  
**Internet Services Agreement**



Internet Services between Long Valley Charter School Portola (LVCSPP) and the Lassen County Office of Education (LCOE) will depend upon Schools and Library Corporation approving District's request for funding under the Telecommunications Act of 1996 for the services described. This agreement is effective July 1, 2021 and ends June 30, 2026.

LCOE will provide Internet Access services that are accepted and applicable under the Federal Communications Commission rules for Universal Service Fund (E-Rate) subsidy under the Telecommunications Act of 1996.

The Internet Access services provided for the District under this agreement are for daily operational support that is E-Rate eligible as specified under Internal Access (Infrastructure that facilitates Internet Access). LCOE supports speeds between 5 MB/s and 1000 MB/s. Maintenance and support of the equipment under this agreement are limited to E-Rate eligible services as described on the web posting of eligible services list.

No other services will be a part of this agreement that are not E-Rate eligible.

**Alteration of Agreement:**

This agreement may be modified or terminated only by mutual agreement of the parties where the changes are in writing and is signed by both parties.

**Terms of the Agreement:**

The annual cost of this Agreement is stated below. The annual amount is based upon a five year term. Annually the cost of this agreement will be reassessed to determine if costs can be reduced. However, the costs will not exceed the amount provided below.

Total amount of this agreement: \$5,000.00 per year

Service Provider: LCOE Tech Department

Approving Agency: LVCSPP

*Robert Talley*

Robert Talley - Technology Coordinator

*Sherril Morgan*  
Signature  
*Sherril Morgan*  
Print Name

Date: 12/1/2020

Date: 2/11/21

"Investing in the Future"



2023-2024

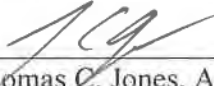
**MASTER AGREEMENT**

This **AGREEMENT**, by and between the **Lassen County Superintendent of Schools**, hereinafter referred to as **LCSS**, and **Thompson Peak Charter**, hereinafter referred to as **DISTRICT**, is for the services that are specified in this **AGREEMENT**, pursuant to the following terms and conditions:

1. **LCSS** will perform or make available to **DISTRICT** those services that are listed on the attachment.
2. Based on the attachment, **DISTRICT** will pay **LCSS** or **LCSS** will pay **DISTRICT** for services provided according to this **AGREEMENT**.
3. This **AGREEMENT** is for the 2023-2024 fiscal year.

**SERVICES PROVIDED BY LASSEN COUNTY SUPERINTENDENT OF SCHOOLS  
 FOR THOMPSON PEAK CHARTER**  
 (District Pays LCSS)

<u>PROGRAM</u>	<u>AMOUNT</u>
Elementary Athletic League – Dues and Support ( <b>Attachment A</b> )	300.00
Mitel VoIP Phone System ( <b>Attachment B</b> ) 21 Phones	Monthly Billing
Technology Services - Microsoft School Agreement ( <b>Attachment C</b> )	2,850.00
Technology Services – Sophos Anti-Virus Annual License (\$12.00 P/C) ( <b>Attachment D</b> )	648.00
Technology Services – Internet Content Filtering Annual License (\$8.00 P/C) ( <b>Attachment E</b> )	2,640.00
Technology Services – LCOE Tech Support Hours (\$75/hour for 100 hours) ( <b>Attachment F</b> )	7,500.00
Technology Services – ISP Services – Single Circuit. ( <b>E-Rate</b> ) Billed Separately \$5000.00	Billed Separately
Technology Services – iSafe E-rate Training Package – Annual Subscription ( <b>Attachment G</b> )	150.00
Technology Services – Know B4 Phishing Training (\$20.00/staff)	380.00
Technology Services – AuthLite MFA	500.00
VEEAM Backup solution with Wasabi Cloud Storage	<u>1,475.00</u>
<b>NET PAYMENT DUE TO LCSS FOR SERVICES PROVIDED</b>	<b>\$16,443.00</b>

<u>Thompson Peak Charter</u>	<u>Lassen County Office of Education</u>
_____ Date Approved by Governing Board	Patricia A. Gunderson, Lassen County Superintendent of Schools
by _____ Superintendent	by  Thomas C. Jones, Assistant Superintendent Educational Services/Human Resources
Date: _____	Date: <u>7/12/23</u>

**LASSEN COUNTY ELEMENTARY ATHLETIC LEAGUE (LCEAL)**

**SUPERINTENDENT** agrees to coordinate the following services to **DISTRICT** for participation in the Lassen County Elementary Athletic League (LCEAL).

1. Provide secretarial support in the recording of minutes, mailing of meeting notices, and posting of agendas.
2. Coordinate payment of the LCEAL President's stipend of \$1,000 annually.
3. Coordinate the purchase of and payment for supplies, materials, etc., as needed by the LCEAL.

**DISTRICT** agrees to do the following in support of its participation in the LCEAL:

1. Attendance by the **DISTRICT** Superintendent, or designee, at the LCEAL Board of Directors' meetings whenever possible.
2. Assurance that the Bylaws of the LCEAL are adhered to by staff, players, and coaches of the **DISTRICT**.
3. Payment of annual dues for participation in the LCEAL to cover costs of President's stipend, awards, and other items as needed.

Annual Fee for Participation in LCEAL:     \$300.00



## Lassen County Office of Education

472-013 Johnstonville Road North · Susanville, CA 96130-8752  
530.257.2198 Fax 530.257.2515

Patricia Gunderson, Superintendent

### Lassen COE VoIP Phone Service Agreement

June 23, 2020

This agreement is to provide Lassen COE VoIP Phone Services is effective *July 1, 2020 to June 30, 2025* for *Thompson Peak Charter* known as "*Customer*" located at 995 Paiute Lane, Susanville, CA 96130 and between:

Lassen County Office of Education known as "*LCOE*" located at 472-013 Johnstonville Road North, Susanville, CA 96130

**1. Services:** Subject to the terms and conditions of this Agreement LCOE agrees to provide VoIP phone service to the Customer. The term of the agreement will start July 1, 2020 and end June 30, 2025. This agreement includes initial installation and basic programming of Customer owned Mitel phone sets and licenses. Customer maintains ownership of phones and site equipment purchased by Customer. LCOE will provide direct inward dialing (DID) numbers and voicemail boxes for all sets. Customer will be responsible for all toll charges. LCOE will work with vendors to ensure 911 services work correctly and may migrate to E911 services when available.

**2. Payment and Terms:** Customer will pay LCOE \$10.00 per phone line per month and actual toll charges for the VoIP Phone Services plus applicable taxes. Toll charges Intrastate are 0.044, Interstate are 0.039 per minute and local 0.03 for the first minute and 0.01 for each additional minute in one-minute increments. Payment is due within 30 days. This contract is for Lassen COE VoIP Phone Services only and does not qualify for California Tele-Connect Fund (CTF) or E-rate discounts. Any dispute of charges should be submitted in writing within 30 days of the billing date. Either party may cancel services in part or in whole with 90 days prior written notice and agreement of both parties. Note, toll charges and monthly charge per phone will be billed from the first day of each month to the last day of each month regardless of how many days are in each month.

**3. Site Equipment:** Customer agrees to ensure their network system, including switches, firewall and UPS are installed and configured to properly provide VoIP services. This includes but is not limited to utilizing proper hardware, software and settings, maintain proper environmental conditions for equipment and perform normal maintenance. Customer must maintain an adequate connection to the LCOE network. This includes maintaining a firewall with a VPN connection to the LCOE and other phone system member sites.



## Lassen County Office of Education

472-013 Johnstonville Road North · Susanville, CA 96130-8752  
530.257.2196 Fax 530.257.2518

Patricia Gunderson, Superintendent

4. **Customer consent:** Customer hereby grants to LCOE and its employees, agents, independent contractors and suppliers' permission to enter upon and use their site for the purpose of providing and maintaining Lassen COE VoIP Phone Services listed above beginning and continuing until agreement is ceased by either party. Customer further acknowledges and agrees that LCOE may perform emergency maintenance as necessary to maintain the system without notice. Non-emergency maintenance will be scheduled 48 hours in advance.

5. **911 Services:** Customer acknowledges and agrees that phones are not to be moved off site, room to room, rearranged, or removed for any reason without prior notification to the LCOE Tech Department in writing to ensure 911 services work correctly. Once E911 services become available the LCOE will work with Customer to implement and test system.

6. **Release and waiver:** Customer agrees to release, indemnify and hold harmless LCOE, its employees, agents, contractors and suppliers against any and all losses, accidents, damages, injuries, expenses and claims resulting in whole or part, directly or indirectly from services provided. Customer agrees that in no event shall LCOE, its employees, agents, contractors or suppliers total and aggregate liability under this agreement exceed the amount of monthly fees paid by Customer for this service.

7. **Guarantee:** Customer understands that LCOE does not and cannot guarantee services of other entities that are necessary for the system to function. While the LCOE will use best professional efforts to achieve optimal performance and uptime of the system, LCOE can make no warranty or guarantee expressed or implied as to the uptime or quality of service. LCOE recognizes phone service is a priority and will work with all parties necessary to ensure service is always available and working properly.

8. **General provisions:** Customer agrees to provide and maintain equipment necessary to utilize the Lassen COE VoIP Phone Services. Some of the equipment necessary is: Cat5 or better network cabling to each phone location, network switching that includes services such as VLAN, QoS and PoE, adequate UPS runtime, firewall with VPN to LCOE and other phone system member sites.

This agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

This agreement shall be governed by the laws of the State of California.



## Lassen County Office of Education

472-013 Johnstonville Road North · Susanville, CA 96130-8752  
530.257.2196 Fax 530.257.2518

Patricia Gunderson, Superintendent

### Signatures

You should read and understand this agreement. It is a legal and binding contract.

### Customer

Signature

*Sherril Morgan*

Printed Name

Sherril Morgan

Date

7/1/2020

### Lassen County Office of Education (LCOE)

Signature

*Robert Talley*

Printed Name

Robert Talley

Date

7/1/2020

## Lassen COE Microsoft School Desktop Software Agreement

The Lassen COE agrees to provide "Microsoft School Desktop Software Licensing" described below to:

### ***Thompson Peak Charter***

effective **July 1, 2021, to June 30, 2024**. The cost is \$150.00 per FTE (staff) per year with a minimum purchase of 19 FTE annually. The minimum amount of \$ 2,850.00 will be included in annual Master Agreements through June 30, 2024. Additional products may be added at an additional cost. No other software or services are included or implied.

The Microsoft School Desktop Software licensing consists of the following products:

- Microsoft Windows Operating System
- Microsoft Office Professional Suite (Access, Excel, Outlook, OneNote, PowerPoint, Publisher & Word)
- Microsoft Visio Professional
- Microsoft Enterprise CAL Suite

The Lassen COE assumes no responsibility of software use. Any support by Lassen COE will be billed at our regular rate in six-minute increments. The end user agrees to abide by the products End User Licensing Agreement (EULA). Please refer to:

[http://download.microsoft.com/download/8/9/A/89A3F8B9-94DE-4956-A56E-F6D2B215D0E6/Enterprise Agreement Program Guide.pdf](http://download.microsoft.com/download/8/9/A/89A3F8B9-94DE-4956-A56E-F6D2B215D0E6/Enterprise_Agreement_Program_Guide.pdf) for more information.

This agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

This agreement shall be governed by the laws of the State of California.

## Lassen COE Sophos Anti-Virus Software Agreement

The Lassen COE agrees to provide "Sophos Anti-Virus Software Licensing" described below to:

### *Thompson Peak Charter*

effective **July 1, 2021 to June 30, 2024 hereto referred to as the "term"**. The cost of \$12.00 per node (PC, MAC, etc.) per year with a minimum purchase of 54 nodes annually for the term. The minimum amount of \$648.00 will be included in annual Master Agreements through June 30, 2024. Additional licenses may be added at an additional cost at any time. No other software or services are included or implied.

The Lassen COE assumes no responsibility of software use. Any support by Lassen COE will be billed at our regular rate in six-minute increments. The end user agrees to abide by the products End User Licensing Agreement (EULA). Please refer to:

<http://www.sophos.com/en-us/legal/sophos-end-user-license-agreement.aspx>

This agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

This agreement shall be governed by the laws of the State of California.



## Lassen COE Content Filtering Software Agreement

The Lassen COE agrees to provide "Content Filtering" described below to:

***Thompson Peak Charter  
995 Paiute Lane  
Susanville, CA 96130  
(530) 257-7300***

Effective ***July 1, 2019 to June 30, 2024 hereto referred to as the "term"***. The cost of \$8.00 per node (PC, MAC, etc.) per year with a minimum purchase of 330 nodes annually for the term. The minimum amount of \$2,640.00 will be included in annual Master Agreements through June 30, 2024. Additional licenses may be added at an additional cost at any time. No other software or services are included or implied.

The Lassen COE assumes no responsibility of software use. Any support by Lassen COE will be billed at our regular rate in six-minute increments.

This agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

This agreement shall be governed by the laws of the State of California.

Lassen County Office of Education  
Information Technology  
472-013 Johnstonville Road North  
Susanville, CA 96130  
Telephone: (530) 251-8700 Fax: (530) 251-8750  
SPIN# 143031170  
FRN# 0018417279  
**Internet Services Agreement**



Internet Access and Transport Services between Thomson Peak Charter School (TPCS) located at 995 Paute Ln, Susanville, CA 96130 and the Lassen County Office of Education (LCOE) will depend upon Schools and Library Corporation approving District's request for funding under the Telecommunications Act of 1996 for the services described. This agreement is effective July 1, 2021 and ends June 30, 2026.

LCOE will provide Internet Access and Transport services that are accepted and applicable under the Federal Communications Commission rules for Universal Service Fund (E-Rate) subsidy under the Telecommunications Act of 1996.

The Internet Access and Transport services provided for the District under this agreement are for daily operational support that are E-Rate eligible as specified under Internet Access and transport (Infrastructure that facilitates Internet Access). LCOE supports speeds between 5 MB/s and 1000 MB/s. Initial speed for this contract will be 100 MB/s but may be increased at any time at an additional cost. Maintenance and support of the equipment under this agreement are limited to E-Rate eligible services as described on the web posting of eligible services list.

No other services will be a part of this agreement that are not E-Rate eligible.

**Alteration of Agreement:**

This agreement may be modified or terminated only by mutual agreement of the parties where the changes are in writing and is signed by both parties.

**Terms of the Agreement:**

The annual cost of this Agreement is stated below. The annual amount is based upon a five year term and 100 MB/s connection. Site must have clear path to LCOE and be authorized to allow LCOE and its agents to install equipment on outside and inside of building.

Total amount of this agreement: \$5,000.00 per year

Service Provider: LCOE Tech Department

Approving Agency: TPCS

Robert Talley - Technology Coordinator

Signature

Sherri Morgan, Executive Director/Supt  
Print Name

Date: 12/1/2020

Date: 1/21/2021

### **Lassen COE iSafe Annual E-Rate Training Subscription**

The Lassen COE agrees to provide access to "iSafe E-Rate Training Subscription" described below to:

***Thompson Peak Charter***

Effective ***July 1, 2023 to June 30, 2024 hereto referred to as the "term"***. The cost of \$150.00 per site per year. The amount of \$150.00 will be included in annual Master Agreements through June 30, 2024. No other software or services are included or implied.

The LCOE has maintains a collaborative purchase for "iSafe E-Rate Training Package". This annual subscription is \$150 per site per year and provides the training materials needed to meet E-rate regulations and a system to track that training in order to provide reports in the event of an audit. iSafe added Direct AUP to our subscription at no additional cost. This component assists with creating and maintaining "Acceptable Use Policies" and even has a method available for parents to approve them online. Each site is responsible to provide the mandated training and keeping documentation for ten years in the event of an audit to receive federal funds. The iSafe program provides an easy method to train and track this requirement.

The Lassen COE assumes no responsibility of software use. Any support by Lassen COE will be billed at our regular rate in six-minute increments.

This agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

This agreement shall be governed by the laws of the State of California.

**EDUCATION PROTECTION ACCOUNT - EXPENDITURE SUMMARY**

State law requires that our charter school make a specific determination of how Education Protection Account monies are received and spent. These funds may not be expended on administrative costs. Our practice is to expend 100% of all Education Protection Account monies on teacher salaries, to ensure that 100% of spending is instructionally-related and is not spent for administrative uses.

The table on the following page shows the historical and projected revenues and expenditures of Education Protection Account dollars, from the most recent audited fiscal year through the upcoming budget year.

This document shall be approved by the School's Governing Board as part of the approval of the annual budget in June, and a copy of the approved document shall be posted on the School's website.

Below is the actual law relating to this requirement:

**Article XIII, Section 36, Subdivision (e), Paragraph (6) of the California Constitution:**

(6) A community college district, county office of education, school district, or charter school shall have sole authority to determine how the moneys received from the Education Protection Account are spent in the school or schools within its jurisdiction, provided, however, that the appropriate governing board or body shall make these spending determinations in open session of a public meeting of the governing board or body and shall not use any of the funds from the Education Protection Account for salaries or benefits of administrators or any other administrative costs. Each community college district, county office of education, school district, and charter school shall annually publish on its Internet Web site an accounting of how much money was received from the Education Protection Account and how that money was spent.

**EDUCATION PROTECTION ACCOUNT - EXPENDITURE SUMMARY**

Long Valley Charter School - Long Valley School

Expenditures for Years Ending June 30, 2022, 2023 & 2024  
For Fund 62, Resource 1400 Education Protection Account

Description	Object Codes	2021-22 (Audited)	2022-23 (Projected)	2023-24 (Budget)
<b>AMOUNT AVAILABLE FOR THIS FISCAL YEAR</b>				
Adjusted Beginning Fund Balance	9791-9795	0.00	0.00	0.00
Education Protection Account Revenue	8010-8099	47,159.00	44,932.00	46,248.00
Federal Revenue	8100-8299	0.00	0.00	0.00
Other State Revenue	8300-8599	0.00	0.00	0.00
Other Local Revenue	8600-8799	0.00	0.00	0.00
All Other Financing Sources	8900-8999	0.00	0.00	0.00
Deferred Revenue	9650	0.00	0.00	0.00
<b>TOTAL AVAILABLE</b>		<b>47,159.00</b>	<b>44,932.00</b>	<b>46,248.00</b>
<b>EXPENDITURES AND OTHER FINANCING USES</b>				
Certificated Salaries	1000-1999	47,159.00	44,932.00	46,248.00
Classified Salaries	2000-2999	0.00	0.00	0.00
Employee Benefits	3000-3999	0.00	0.00	0.00
Books and Supplies	4000-4999	0.00	0.00	0.00
Subagreements for Services	5100-5199	0.00	0.00	0.00
Other Services & Operating Expenditures	5200-5999	0.00	0.00	0.00
Capital Outlay	6000-6999	0.00	0.00	0.00
Other Outgo	7000-7999	0.00	0.00	0.00
<b>TOTAL EXPENDITURES AND OTHER FINANCING USES</b>		<b>47,159.00</b>	<b>44,932.00</b>	<b>46,248.00</b>
<b>BALANCE (Total Available minus Total Expenditures)</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>PORTION OF EPA DOLLARS EXPENDED ON INSTRUCTION (NON-ADMINISTRATIVE)</b>		<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>

**EDUCATION PROTECTION ACCOUNT - EXPENDITURE SUMMARY**

State law requires that our charter school make a specific determination of how Education Protection Account monies are received and spent. These funds may not be expended on administrative costs. Our practice is to expend 100% of all Education Protection Account monies on teacher salaries, to ensure that 100% of spending is instructionally-related and is not spent for administrative uses.

The table on the following page shows the historical and projected revenues and expenditures of Education Protection Account dollars, from the most recent audited fiscal year through the upcoming budget year.

This document shall be approved by the School's Governing Board as part of the approval of the annual budget in June, and a copy of the approved document shall be posted on the School's website.

Below is the actual law relating to this requirement:

**Article XIII, Section 36, Subdivision (e), Paragraph (6) of the California Constitution:**

(6) A community college district, county office of education, school district, or charter school shall have sole authority to determine how the moneys received from the Education Protection Account are spent in the school or schools within its jurisdiction, provided, however, that the appropriate governing board or body shall make these spending determinations in open session of a public meeting of the governing board or body and shall not use any of the funds from the Education Protection Account for salaries or benefits of administrators or any other administrative costs. Each community college district, county office of education, school district, and charter school shall annually publish on its Internet Web site an accounting of how much money was received from the Education Protection Account and how that money was spent.

**EDUCATION PROTECTION ACCOUNT - EXPENDITURE SUMMARY**

**Long Valley Charter School - Thompson Peak**

**Expenditures for Years Ending June 30, 2022, 2023 & 2024  
For Fund 62, Resource 1400 Education Protection Account**

Description	Object Codes	2021-22 (Audited)	2022-23 (Projected)	2023-24 (Budget)
<b>AMOUNT AVAILABLE FOR THIS FISCAL YEAR</b>				
Adjusted Beginning Fund Balance	9791-9795	0.00	0.00	0.00
Education Protection Account Revenue	8010-8099	28,934.00	28,608.00	32,064.00
Federal Revenue	8100-8299	0.00	0.00	0.00
Other State Revenue	8300-8599	0.00	0.00	0.00
Other Local Revenue	8600-8799	0.00	0.00	0.00
All Other Financing Sources	8900-8999	0.00	0.00	0.00
Deferred Revenue	9650	0.00	0.00	0.00
<b>TOTAL AVAILABLE</b>		<b>28,934.00</b>	<b>28,608.00</b>	<b>32,064.00</b>
<b>EXPENDITURES AND OTHER FINANCING USES</b>				
Certificated Salaries	1000-1999	28,934.00	28,608.00	32,064.00
Classified Salaries	2000-2999	0.00	0.00	0.00
Employee Benefits	3000-3999	0.00	0.00	0.00
Books and Supplies	4000-4999	0.00	0.00	0.00
Subagreements for Services	5100-5199	0.00	0.00	0.00
Other Services & Operating Expenditures	5200-5999	0.00	0.00	0.00
Capital Outlay	6000-6999	0.00	0.00	0.00
Other Outgo	7000-7999	0.00	0.00	0.00
<b>TOTAL EXPENDITURES AND OTHER FINANCING USES</b>		<b>28,934.00</b>	<b>28,608.00</b>	<b>32,064.00</b>
<b>BALANCE (Total Available minus Total Expenditures)</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>PORTION OF EPA DOLLARS EXPENDED ON INSTRUCTION (NON-ADMINISTRATIVE)</b>		<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**FORT SAGE UNIFIED SCHOOL DISTRICT AND**  
**LONG VALLEY SCHOOL**

This Memorandum of Understanding (“Agreement”) is entered by and between Fort Sage Unified School District (“FSUSD”) and Long Valley School (“LVS”), collectively “the Parties,” for the purpose of student engagement and participation in student athletics on athletic teams. LVS students participating on FSUSD athletic teams will hereinafter be referred to as “Activities.”

**RECITALS**

1. FSUSD and LVS desire to enter into an Agreement to allow for the participation of LVS students in FSUSD’s Activities.
2. FSUSD and LVS desire to enter into an Agreement to govern students’ participation in the Activity and the responsibilities and obligations between FSUSD and LVS that are necessary to hold and allow students to participate in the Activities.

**PURPOSE**

The purpose of this Agreement is to provide the framework for the Activities and to govern FSUSD’s and LVS’ respective students’ participation in the Activities. This Agreement is to create a safe environment for student participants.

**1. Participation and Communication.**

- a. LVS students will be allowed to participate on athletic teams on an equal basis to FSUSD students. FSUSD will contact Misty Brussatoi, Principal with announcements regarding try-outs and requirements so that LVS may notify students.
- b. FSUSD coaches and the FSUSD Athletic Director will keep LVS regularly informed of schedules for all teams on which LVS students are participating, including dates and times for practices, scrimmages, games, awards ceremonies, etc. The LVS employee who will be the point of contact for these communications is Misty Brussatoi, Principal.
- c. The Parties agree to work together in the true spirit of partnership to ensure their respective students are fully able to participate in the Activities. FSUSD and LVS will both communicate regularly and appropriately with one another to ensure all necessary information is being shared related to participation, scheduling, transportation, eligibility requirements, **staff supervision support**, and all other issues and topics related to the participation of LVS students in FSUSD’s Activities.
- d. FSUSD will provide LVS with information regarding eligibility requirements for LVS students to participate in each sport included in the Activities prior to the start of each sport’s season. FSUSD and LVS will work together to evaluate and determine eligibility for each student prior to commencement of competition.

**2. Transportation**

LVS will be responsible for transportation of student athletes to and from practices and games.

**3. Uniforms.**

FSUSD will issue the same uniforms and equipment to LVS students who participate on FSUSD teams as are issued to FSUSD students. If an LVS student loses or damages their uniform or equipment, LVS will be responsible for the cost of replacement.

**4. Reimbursement of Actual Costs**

At the conclusion of each sport in which Long Valley students participate, FSUSD will invoice LVS with the actual costs of inspection/ refurbishment of safety equipment, hotel rooms during travel, and the prorated cost of personnel such as coaches, referees and the athletic director.

**5. Insurance.**

FSUSD shall continue to maintain its existing liability insurance, including both bodily injury and property damage, with limits no less than the following: General liability-\$1,000,000 per claim.

FSUSD shall provide LVS with valid and current copy of the FSUSD's certificate of insurance evidencing the liability limits set forth above. LVS shall also be named as an additional insurance under FSUSD's insurance policy. FSUSD assumes all responsibilities with respect to risk of injury and policy for students participating in the Activity, except where caused by LVS' negligence or misconduct. LVS shall not be held liable for or provide coverage to any of the FSUSD's students who participate in the Activity.

**6. Termination.**

The term of this Agreement shall be effective from the date of full execution through 6/30/2027 unless terminated by either Party by providing thirty (30) days written notice indicating the intent to terminate this Agreement.

**7. Limited Liability.**

No liability will arise or be assumed between the Parties as a result of this Agreement. This provision allocates the risks under this Agreement between FSUSD and LVS. However, either party shall remain liable for bodily injury or personal property damage resulting from the negligence or misconduct of their employees or agents while participating in the Activity. NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE FOR THE OTHER'S LOST PROFITS, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.

**8. Indemnification and Hold Harmless.**

a. FSUSD shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless LVS, its officers, Board of Directors, employees, attorneys, agents, representatives, volunteers, successors and assigns, including LVS employees, attorneys, agents, representatives, volunteers, successors and assigns, (collectively hereinafter "LVS and LVS Personnel") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs,

attorneys' fees, and expert witness fees (hereafter "Claims"), whether or not suit is actually filed, and/or any judgment rendered against LVS and LVS Personnel, that may be asserted or claimed by any person, firm or entity acting on behalf of FSUSD, FSUSD personnel or FSUSD's students, parents or guardians, or anyone who may claim any right due to any relationship with the FSUSD, arising out of, or in connection with, the FSUSD's performance under this Agreement, or any acts, errors, or omissions by the FSUSD or its Board of Directors, administrators, employees, agents, representatives, volunteers, successors and assigns. However, FSUSD shall not have any obligation to indemnify, hold harmless or defend LVS and LVS Personnel against Claims that may be asserted or claimed by any person, firm or entity acting on behalf of FSUSD, FSUSD personnel or FSUSD's students, parents or guardians, resulting from or arising out of the negligence or intentional acts, errors or omissions of LVS and LVS Personnel.

b. LVS shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the FSUSD, its officers, Board of Directors, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter "FSUSD and FSUSD Personnel") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorneys' fees, and expert witness fees (hereafter "Claims"), whether or not suit is actually filed, and/or any judgment rendered against the FSUSD and FSUSD Personnel, that may be asserted or claimed by any person, firm or entity acting on behalf of LVS, LVS personnel or LVS students, parents or guardians, or anyone who may claim any right due to any relationship with LVS, arising out of, or in connection with, LVS's performance under this Agreement, or any acts, errors, or omissions by LVS or its Board of Directors, administrators, employees, agents, representatives, volunteers, successors and assigns. However, LVS shall not have any obligation to indemnify, hold harmless or defend the FSUSD and FSUSD Personnel against Claims that may be asserted or claimed by any person, firm or entity acting on behalf of LVS, LVS personnel or LVS's students, parents or guardians, resulting from or arising out of the negligence or intentional acts, errors or omissions of the FSUSD and FSUSD Personnel.

**9. COVID-19.**

All parties and participants in the Activities agree to remain in compliance with all current applicable laws, regulations, and ordinances, including but not limited to public health orders, regarding COVID-19 to ensure the health and safety of all staff, students, and the community at large.

\_\_\_\_\_  
Bryan Young, Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sherri Morgan, Executive Director/ Superintendent

\_\_\_\_\_  
Date





State of California  
 Commission on Teacher Credentialing  
 Certification Division  
 1900 Capitol Avenue  
 Sacramento, CA 95811-4213

Email: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)  
 Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2023-24

Revised Declaration of Need for year: \_\_\_\_\_

### FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: Long Valley School District CDS Code: 18-75036-6010763

Name of County: Lassen County CDS Code: 18

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 08/10/23 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2024.

Submitted by (Superintendent, Board Secretary, or Designee):

Sherri Morgan Executive Director/ Superintendent

*Name*

*Signature*

*Title*

530-827-3562

530-827-2395

8/11/2023

*Fax Number*

*Telephone Number*

*Date*

PO Box 7, Doyle, CA 96109

*Mailing Address*

smorgan@longvalleycs.org

*EMail Address*

### FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_

Name of State Agency \_\_\_\_\_

Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_\_/\_\_\_\_/\_\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, \_\_\_\_\_.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
EMail Address		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	2 _____
Bilingual Authorization (applicant already holds teaching credential)	0 _____
List target language(s) for bilingual authorization:  _____	
Resource Specialist	1 _____
Teacher Librarian Services	0 _____

**LIMITED ASSIGNMENT PERMITS**

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	<b>2</b>
Single Subject	<b>1</b>
Special Education	<b>1</b>
<b>TOTAL</b>	<b>4</b>

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED
<b>Math</b>	<b>1</b>

**EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

**EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program?  Yes  No

If no, explain. Too small/ rural district

Does your agency participate in a Commission-approved college or university internship program?  Yes  No

If yes, how many interns do you expect to have this year? 1

If yes, list each college or university with which you participate in an internship program.

Cal State Teach, National University  
\_\_\_\_\_  
\_\_\_\_\_

If no, explain why you do not participate in an internship program.

\_\_\_\_\_  
\_\_\_\_\_



State of California  
 Commission on Teacher Credentialing  
 Certification Division  
 1900 Capitol Avenue  
 Sacramento, CA 95811-4213

Email: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)  
 Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2023-24

Revised Declaration of Need for year: \_\_\_\_\_

### FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: Long Valley School District CDS Code: 18-75036-6010763

Name of County: Lassen County CDS Code: 18

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 08/10/23 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2024.

Submitted by (Superintendent, Board Secretary, or Designee):

Sherri Morgan Executive Director/ Superintendent

*Name*

*Signature*

*Title*

530-827-3562

530-827-2395

8/11/2023

*Fax Number*

*Telephone Number*

*Date*

PO Box 7, Doyle, CA 96109

*Mailing Address*

smorgan@longvalleycs.org

*EMail Address*

### FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_

Name of State Agency \_\_\_\_\_

Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_\_/\_\_\_\_/\_\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, \_\_\_\_\_.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

<i>Name</i>	<i>Signature</i>	<i>Title</i>
-------------	------------------	--------------

<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
-------------------	-------------------------	-------------

*Mailing Address*

*E-Mail Address*

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subject(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

<b>Type of Emergency Permit</b>	<b>Estimated Number Needed</b>
CLAD/English Learner Authorization (applicant already holds teaching credential)	2 _____
Bilingual Authorization (applicant already holds teaching credential)	0 _____
List target language(s) for bilingual authorization:	
Resource Specialist	1 _____
Teacher Librarian Services	0 _____

**LIMITED ASSIGNMENT PERMITS**

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	<b>2</b>
Single Subject	<b>1</b>
Special Education	<b>1</b>
<b>TOTAL</b>	<b>4</b>

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED
<b>Math</b>	<b>1</b>

**EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

**EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program?  Yes  No

If no, explain. Too small/ rural district

Does your agency participate in a Commission-approved college or university internship program?  Yes  No

If yes, how many interns do you expect to have this year? 1

If yes, list each college or university with which you participate in an internship program.

Cal State Teach, National University  
\_\_\_\_\_  
\_\_\_\_\_

If no, explain why you do not participate in an internship program.

\_\_\_\_\_  
\_\_\_\_\_



Grade	ELA	Math	Science	SS	Social & Emotional Learning (SEL)	Supplemental	RtI
TK/K	McGraw Hill Wonders; <b>Magnetic Reading Foundations</b>	HMH Math Expressions, Ready Common Core Mathematics	Generation Genius, Mystery Science, Studies Weekly	Studies Weekly	Leader in Me	Starfall, <b>Scholastic LFO</b> , Reading Eggs, Math Seeds	IReady Toolbox
1st	McGraw Hill Wonders; <b>Magnetic Reading Foundations</b>	HMH Math Expressions, Ready Common Core Mathematics	Generation Genius, Mystery Science, Studies Weekly	Studies Weekly	Leader in Me	Starfall, <b>Scholastic News</b> , Reading Eggs, Math Seeds	Read Naturally, IReady Toolbox
2nd	McGraw Hill Wonders; <b>Magnetic Reading Foundations, Ready Writing</b>	HMH Math Expressions, Ready Common Core Mathematics	Generation Genius, Mystery Science, Studies Weekly	Studies Weekly	Leader in Me	CC Standards Plus, <b>Scholastic News</b> , Reading Eggs, Math Seeds	Read Naturally, IReady Toolbox
3rd	McGraw Hill Wonders; Ready Common Core Reading, <b>Ready Writing, Magnetic Reading Foundations</b>	HMH Math Expressions, Ready Common Core Mathematics	Generation Genius, Mystery Science, Studies Weekly	Studies Weekly	Leader in Me	CC Standards Plus, <b>Scholastic News</b> , Reading Eggs, Math Seeds	Read Naturally, IReady Toolbox
4th	McGraw Hill Wonders; Ready Common Core Reading, <b>Ready Writing, Magnetic Reading Foundations</b>	HMH Math Expressions, Ready Common Core Mathematics	Generation Genius, Mystery Science, Studies Weekly	Studies Weekly	Leader in Me	CC Standards Plus, <b>Scholastic News</b>	Read Naturally, IReady Toolbox
5th	McGraw Hill, Wonders, Ready Common Core Reading, <b>Ready Writing, Step Up to Writing</b>	HMH Math Expressions, Ready Common Core Mathematics	Generation Genius, Mystery Science, Studies Weekly	Studies Weekly	Leader in Me	Common Core Standards Plus, Khan Academy, <b>Scholastic News</b>	Read Naturally, IReady Toolbox
6th	<b>Bright Thinker</b>						
	Amplify (to be discontinued 24/25); Ready Common Core Reading, <b>Step Up to Writing</b>	Big Ideas, Ready Common Core Mathematics	Sepup Lab Aids; Generation Genius, Studies Weekly	Studies Weekly	Leader in Me	Common Core Standards Plus, Khan Academy	Read Naturally, IReady Toolbox
7th	<b>Bright Thinker</b>						
	Amplify (to be discontinued 24/25); Ready Common Core Reading, <b>Step Up to Writing</b>	Big Ideas, Ready Common Core Mathematics	Sepup Lab Aids; Generation Genius	TCI-History Alive 2017	Leader in Me	Common Core Standards Plus, Khan Academy	Read Naturally, IReady Toolbox
8th	<b>Bright Thinker</b>						
	Amplify (to be discontinued 24/25); Ready Common Core Reading, <b>Step Up to Writing</b>	Big Ideas, Ready Common Core Mathematics	Sepup Lab Aids; Generation Genius	TCI-History Alive 2017	Leader in Me	Common Core Standards Plus, Khan Academy	Read Naturally, IReady Toolbox
9th-12th	See IS						

Updated 8/2023

Grade	ELA	Math	Science	Social Studies	Core Online	Social & Emotional Learning (SEL)	Supplemental	RH
TK	McRuffy	McRuffy	Teacher created materials	Teacher created materials	N/A	Leader in Me	Reading Eggs, Math Seeds	Read Naturally, IReady Toolbox
Kindergarten	McRuffy, The Writing Spot Buddy Book, <b>Magnetic Reading Foundations</b>	Sadlier, McRuffy	Mystery Science, Studies Weekly, Generation Genius	Studies Weekly	N/A	Leader in Me	Reading Eggs, Math Seeds, Common Core Standards Plus, Explode the Code, <b>LFO Scholastic News</b>	Read Naturally, IReady Toolbox
1st	McRuffy, <b>Magnetic Reading Foundations</b> , Write One, Write One SkillsBook, Plaid Phonics Level A	Sadlier	Mystery Science, Studies Weekly, Generation Genius	Studies Weekly	N/A	Leader in Me	Reading Eggs, Math Seeds, Common Core Standards Plus, Explode the Code, <b>Scholastic News</b>	Read Naturally, IReady Toolbox
2nd	Plaid Phonics, Ready Common Core Reading, <b>Magnetic Reading Foundations</b> , Write Away, Write Away SkillsBook, Plaid Phonics Level B; <b>Ready Writing</b>	Sadlier	Mystery Science, Studies Weekly, Generation Genius	Studies Weekly	N/A	Leader in Me	Reading Eggs, Math Seeds, Jump Math, Common Core Standards Plus, Explode the Code, <b>Scholastic News</b>	Read Naturally, IReady Toolbox
3rd	Ready Common Core Reading, Write on Track, Write on Track SkillsBook, Plaid Phonics Level C; <b>Ready Writing</b>	Sadlier, Ready Math	Mystery Science, Studies Weekly, Generation Genius	Studies Weekly	Bright Thinker	Leader in Me	Common Core Standards Plus, Math Seeds, Read Naturally, Khan Academy, Jump Math, <b>Scholastic SuperStem, Scholastic News</b>	Read Naturally, IReady Toolbox
4th	Ready Common Core Reading, Writers Express, Writers Express SkillsBook, Plaid Phonics D, <b>Ready Writing</b>	Sadlier, Ready Math	Mystery Science, Studies Weekly, Generation Genius	Studies Weekly	Bright Thinker	Leader in Me	Common Core Standards Plus, Read Naturally, Khan Academy, Jump Math, <b>Scholastic SuperStem, Scholastic News</b>	Read Naturally, IReady Toolbox
5th	Ready Common Core Reading, Writers Express, Writers Express SkillsBook, <b>Ready Writing</b>	Sadlier, Ready Math	Mystery Science, Studies Weekly, Generation Genius	Studies Weekly	Bright Thinker	Leader in Me	Common Core Standards Plus, Read Naturally, Khan Academy, Jump Math, <b>Scholastic SuperStem, Scholastic News</b>	Read Naturally, IReady Toolbox
6th	SpringBoard Language Arts, Ready Common Core Reading, Write on Course (soft cover), All Write SkillsBook	Sadlier	Studies Weekly, Generation Genius	Studies Weekly	Bright Thinker	Leader in Me	Common Core Standards Plus, Read Naturally, Khan Academy, Jump Math, <b>Scholastic SuperStem, Junior Scholastic</b>	Read Naturally, IReady Toolbox
7th	SpringBoard Language Arts, Ready Common Core Reading, Write on Course, All Write SkillsBook	Sadlier Fundamentals of Algebra	Generation Genius, Sepup Science	Studies Weekly	Bright Thinker	Leader in Me	Khan Academy, Common Core Standards Plus, <b>Junior Scholastic</b>	Read Naturally, IReady Toolbox
8th	SpringBoard Language Arts, Ready Common Core Reading, Write on Course, All Write SkillsBook	Sadlier Foundations of Algebra	Generation Genius, Sepup Science	HMH US History, Studies Weekly	Bright Thinker	Leader in Me	Khan Academy, CC Standards Plus, Scholastic News, <b>Junior Scholastic</b>	Read Naturally, IReady Toolbox
9th-12th	*Bright Thinker - English I, II, III, IV	*Bright Thinker - Algebra I, Geometry, Algebra II, Math Models, Precalculus	*Bright Thinker - Biology, Integrated Physics and Chemistry, Chemistry, Physics, Aquatic Science, Environmental Science, Astronomy (Non-A-G)	*Bright Thinker - World Geography, World History, U.S. History, Economics, U.S. Government	*Bright Thinker	Leader in Me	Khan Academy, <b>Scholastic Upfront, Scholastic Choices</b>	Read Naturally, IReady Toolbox
	*SpringBoard Language Arts, Write Ahead, Write Ahead SkillsBook, Write for College	*EnVision Geometry, Algebra 1 and 2, <b>EnVision Integrated I, II, III</b> (being submitted to A-G Aug 2023)	*HMH- Earth and Space Science, Biology, Chemistry, Physics; Holt McDougal - Environmental Science	*HMH- World, American, Econ, Government, Geography				

\*A-G Approved



# Long Valley Charter School

A Non-Profit Public Benefit Corporation

## Suspension and Expulsion Policies and Procedures

Approved by: Board of Directors

Revised: 8-10-23; 8-13-20; Adopted: 5-16-17

Number: 6003

*Governing Law: The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. Education Code Section 47605(b)(5)(J).*

Long Valley Charter School (LVCS) is a nonprofit public benefit corporation that operates two individual charter schools: Long Valley School and Thompson Peak Charter. This policy applies to both schools equally and the schools are collectively referred to as “Charter School.”

This Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well-being of all students at the Charter School. In creating this policy, the Charter School has reviewed Education Code Section 48900 *et seq.* which ~~describes~~describe the non-charter schools’ list of offenses for which students at non-charter schools may be suspended or expelled and the procedures governing those suspensions and expulsions in order to establish its list of offenses and procedures for suspensions, ~~and expulsions~~ and involuntary removal. The language that follows ~~closely mirrors~~ is largely consistent with the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions, ~~and expulsions~~ and involuntary removals, and, as necessary, modification of the lists of offenses for which students are subject to suspension, ~~or expulsion~~ or involuntary removal.

~~When the Consistent with this~~ Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This ~~policy~~ shall serve as the Charter School’s policy and procedures for student suspension, ~~and expulsion,~~ and involuntary removal, and it may be amended from time to time without the need to ~~amend~~ seek a material revision of the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary ~~rules~~ policies and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed annually as part of the Student Handbook ~~and which~~ will clearly describe discipline expectations.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of ~~the Policy~~ this policy, corporal punishment does not include an employee’s use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The Charter School administration shall ensure that students and their parents/guardians<sup>[1]</sup> are notified in writing upon enrollment of all discipline and involuntary ~~disenrollment removal~~ policies and procedures. The notice shall state that this ~~Policy-policy~~ and ~~Procedures- procedures~~ are available ~~on~~ upon request at site administrator’s office.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 (“IDEA”) or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 (“Section 504”) is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law ~~mandates- requires~~ additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the applicable provisions of the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

<sup>[1]</sup> The Charter School shall ensure that a homeless child or youth’s educational rights holder; a foster child or youth’s educational rights holder, attorney, and county social worker; and an Indian child’s tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and its Procedures, the term “parent/guardian” shall include these parties.

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five (5) schooldays before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian ~~or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder~~, and shall inform ~~him or her~~ them of the basis for which the pupil is being involuntarily removed and ~~his or her~~ their right to request a hearing to challenge the involuntary removal. If a parent/ ~~guardian, or educational rights holder~~ requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent/ ~~guardian, or educational rights holder~~ requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below. Students may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the student's independent study Master Agreement pursuant to Education Code Section 51747(c)(4).

## Procedures

### A. Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

### B. Enumerated Offenses

1. Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the pupil:
  - a) Caused, attempted to cause, or threatened to cause physical injury to another person.
  - b) Willfully used force or violence upon the person of another, except self-defense.
  - c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
  - d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
  - e) Committed or attempted to commit robbery or extortion.
  - f) Caused or attempted to cause damage to school property or private property, which includes, but is not limited to, electronic files and databases.
  - g) Stole or attempted to steal school property or private property, which includes, but is not limited to, electronic files and databases.
  - h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of pupil's his or her own prescription products by a pupil.
  - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
  - j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
  - k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. This section shall only apply to students in any of grades 9-12, inclusive.  
~~(1) Except as provided in Education Code Section 48910, a pupil enrolled in kindergarten or any of grades 1 to 3, inclusive, shall not be suspended for any of the acts enumerated in this subdivision.~~
  - l) Knowingly received stolen school property or private property, which includes, but is not limited to, electronic files and databases.
  - m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
  - n) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
  - o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

- p) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- q) Made terroristic threats against school officials and/or school property, which includes, but is not limited to, electronic files and databases. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for ~~their~~ ~~his-or-her~~ own safety or for his or her immediate family’s safety, or for the protection of school property, which includes, but is not limited to, electronic files and databases, or the personal property of the person threatened or ~~their~~ ~~his-or-her~~ immediate family.
- r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision ~~(e)~~ ~~©~~ of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Intentionally harassed, threatened or intimidated school personnel or volunteers, and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
- 1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
    - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of ~~their~~ ~~his-or-her~~ age, or for a person of ~~their~~ ~~his-or-her~~ age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.
    - ii. Causing a reasonable student to experience a substantially detrimental effect on ~~their~~ ~~his-or-her~~ physical or mental health.
    - iii. Causing a reasonable student to experience substantial interference with ~~their~~ ~~his-or-her~~ academic performance.
    - iv. Causing a reasonable student to experience substantial interference with ~~their~~ ~~his-or-her~~ ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
  - 2) “Electronic Act” means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
    - i. A message, text, sound, video, or image.
    - ii. A post on a social network Internet Web site including, but not limited to:
      - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
      - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil

and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

- (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
  - iii. An act of cyber sexual bullying.
    - (a) For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
    - (b) For purposes of this clause, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
  - 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
  - v) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).
  - w) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.
2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:
- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.
  - b) Brandishing a knife at another person.
  - c) Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, *et seq.*
  - d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4. ~~Committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900(n).~~
3. Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the pupil:
- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
  - b) Willfully used force or violence upon the person of another, except self-defense.
  - c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
  - d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
  - e) Committed or attempted to commit robbery or extortion.
  - f) Caused or attempted to cause damage to school property or private property, which includes, but is not limited to, electronic files and databases.
  - g) Stole or attempted to steal school property or private property, which includes, but is not limited to, electronic files and databases.

- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of ~~pupil's his or her~~ own prescription products ~~by a pupil~~.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property, which includes, but is not limited to, electronic files and databases.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- p) Made terroristic threats against school officials and/or school property, which includes, but is not limited to, electronic files and databases. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for ~~their his or her~~ own safety or for ~~their his or her~~ immediate family's safety, or for the protection of school property, which includes, but is not limited to, electronic files and databases, or the personal property of the person threatened or ~~their his or her~~ immediate family.
- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision ~~©(e)~~ of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- s) Intentionally harassed, threatened or intimidated school personnel or volunteers, and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
  - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
    - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of ~~their his or her~~ age, or for a person of ~~their his or her~~ age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
    - ii. Causing a reasonable student to experience a substantially detrimental effect on ~~their his or her~~ physical or mental health.
    - iii. Causing a reasonable student to experience substantial interference with ~~their his or her~~ academic performance.

- iv. Causing a reasonable student to experience substantial interference with ~~their his or her~~ ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) “Electronic Act” means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
- i. A message, text, sound, video, or image.
  - ii. A post on a social network Internet Web site including, but not limited to:
    - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
    - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
    - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
  - iii. An act of cyber sexual bullying.
    - (a) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
    - (b) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- u) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).
  - v) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee’s concurrence.
4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:
- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee’s concurrence.
  - b) Brandishing a knife at another person.
  - c) Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, *et seq.*
  - d) ~~Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900(n).~~

If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous



device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the pupil shall be provided due process rights of notice and a hearing as required in this policy.

The term “firearm” means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term “knife” means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing, (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3 ½ inches, (D) a folding knife with a blade that locks into place, or E a razor with an unguarded blade.

The term “destructive device” means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

### **C. Suspension Procedure**

Suspensions shall be initiated according to the following procedures:

#### **1. Conference**

Suspension shall be preceded, if possible, by a conference conducted by the Executive Director/ Superintendent or designee with the student and ~~their his or her~~ parent/guardian and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Executive Director/ Superintendent or designee.

The conference may be omitted if the Executive Director/ Superintendent or designee determines that an emergency situation exists. An “emergency situation” involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student’s right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against ~~them him or her~~ and shall be given the opportunity to present ~~their his or her~~ version and evidence in ~~their his or her~~ defense, in accordance with Education Code Section 47605(b)(5)(J)(i). This conference shall be held within two (2) school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil’s parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil’s parent or guardian at the conference.

#### **2. Notice to Parents/Guardians**

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

#### **3. Suspension Time Limits/Recommendation for Expulsion**

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Executive Director or Executive Director’s designee, the pupil and the pupil’s parent/guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil’s parents/guardians, unless the pupil and the pupil’s parents/guardians fail to attend the conference.

This determination will be made by the Executive Director or designee upon either of the following: 1) the pupil’s presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil’s suspension will be extended pending the results of an expulsion hearing.

#### 4. Homework Assignments During Suspension

In accordance with Education Code Section 47606.2(a), Upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

#### **D. Authority to Expel**

As required by Education Code Section 47605(b)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled either by the neutral and impartial Charter School Board of Directors following a hearing before it or by the Charter School Board of Directors upon the recommendation of a neutral and impartial Administrative Panel, to be assigned by the Board of Directors as needed. The Administrative Panel shall consist of at least three (3) members who are certificated and neither a teacher of the pupil or a member of the Charter School Board of Directors. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

#### **E. Expulsion Procedures**

Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Executive Director/Superintendent or designee determines that the pupil has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the pupil makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

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

#### **F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses**

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

- 1) The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their his/her right to (a) receive five (5) day's notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of their his/her choosing present in the hearing at the time the complaining witness he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
- 2) The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.

- 3) At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness he or she may leave the hearing room.
- 4) The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
- 5) The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours the complaining witness he/she is normally in school, if there is no good cause to take the testimony during other hours.
- 6) Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany the complaining witness him or her to the witness stand.
- 7) If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising their his or her discretion to remove a person from the hearing whom they he or she believes is prompting, swaying, or influencing the witness.
- 8) The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
- 9) Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
- 10) Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

### **G. Record of Hearing**

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

### **H. Presentation of Evidence**

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

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have their his or her testimony heard in a session closed to the public.

### **I. Expulsion Decision**

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board of Directors, which will make a final determination regarding the expulsion. The final decision by the Board of Directors

shall be made within ten (10) school days following the conclusion of the hearing. The decision of the Board of Directors is final.

If the Administrative Panel decides not to recommend expulsion or the Board ultimately decides not to expel, the pupil shall immediately be returned to his/her educational program.

The Board of Directors may also determine to suspend the enforcement of the expulsion order for a period of not more than one (1) calendar year from the date of the expulsion hearing and return the student to the student's previous educational program under a probationary status and rehabilitation plan to be determined by the Board. During the period of the suspension of the expulsion order, the student is deemed to be on a probationary status. The Board of Directors may revoke the suspension of an expulsion order under this section if the student commits any of the enumerated offenses listed above or violates any of the Charter School's rules and regulations governing student conduct. If the Board revokes the suspension of an expulsion order, the student may be expelled under the terms of the original expulsion order. The Board of Directors shall apply the criteria for suspending the enforcement of the expulsion order equally to all students, including individuals with exceptional needs as defined in °Education Code Section 48917, except as otherwise expressly set forth herein.

#### **JI. Written Notice to Expel**

The Executive Director/ Superintendent or designee, following a decision of the Board of Directors to expel, shall send written notice of the decision to expel, including the Board of Directors' adopted findings of fact, to the student or parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The Executive Director/ Superintendent or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

#### **KJ. Disciplinary Records**

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the authorizer upon request.

#### **LK. No Right to Appeal**

The pupil shall have no right of appeal from expulsion from the Charter School as the Charter School Board of Directors' decision to expel shall be final.

#### **ML. Expelled Pupils/Alternative Education**

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

#### **NM. Rehabilitation Plans**

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board of Directors at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to the Charter School for readmission.

#### **ON. Readmission or Admission of Previously Expelled Student**

The decision to readmit a ~~pupil-student~~ after the end of the student's expulsion term or to admit a previously expelled ~~student pupil~~ from another school district or charter school who has not been readmitted/admitted to another school or school district after the end of the student's expulsion term, shall be in the sole discretion of the Board of Directors following a meeting with the Executive Director/ Superintendent or designee and the ~~student pupil~~ and ~~student's~~ parent/guardian ~~or representative~~ to determine whether the ~~student pupil~~ has successfully completed the rehabilitation plan and to determine whether the ~~student pupil~~ poses a threat to others or will be disruptive to the school environment. The Executive Director/~~Superintendent~~ or designee shall make a recommendation to the Board of Directors following the meeting regarding the Executive Director's/Superintendent's or designee's his or her determination. The Board shall then make a final decision regarding readmission or readmission of the student during the closed session of a public meeting, reporting out any action taken during

closed session consistent with the requirements of the Brown Act. The student's pupil's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission or readmission to the Charter School.

**PO. Notice to Teachers**

The Charter School shall notify teachers of each pupil who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

**Q. Involuntary Removal for Truancy**

As charter schools are schools of choice and as a charter school student who fails to attend school is potentially depriving another student of their opportunity to enroll, a student may be involuntarily removed as described within the Charter School's Board adopted Attendance Policy for truancy or independent study missed assignments policy and only after the Charter School follows the requirements of the Attendance policy and/or Independent Study Policy and only in accordance with the policy described above which requires notice and an opportunity for a parent, guardian, educational rights holder to request a hearing prior to any involuntary removal. Students who are involuntarily removed for truancy/failure to adhere to the terms of the independent study policy will be given a rehabilitation plan and will be subject to the readmission procedures set forth herein.

**RP. Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students with Disabilities**

1. Notification of SELPA

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

2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent/guardian, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents/guardians to determine:

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

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

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

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

If the Charter School, the parent/guardian, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children

with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

#### 4. Due Process Appeals

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

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent/guardian or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent/guardian and the Charter School agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

#### 5. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Executive Director/ Superintendent or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

#### 6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

#### 7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent/guardian has requested an evaluation of the child.
- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents/guardians; however the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent/guardian has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

## **Title IX-Harassment, Intimidation, Discrimination, and Bullying Policy**

Approved by: Board of Directors	Revised: <a href="#">9-10-23</a> ; 9/8/22; 8/13/20, 9/18/19: Adopted: 2/20/18	Policy #: 6015
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### **TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY**

Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. The Charter Schools prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. This policy is inclusive of instances that occur on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology, and through other electronic means.

As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of mental or physical disability, sex (including pregnancy and related conditions, and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twist), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age or association with a person or group with one or more of these actual or perceived characteristics or based on any other characteristic protected under applicable state or federal law or local ordinance. Hereafter, such actions are referred to as "misconduct prohibited by this Policy."

To the extent possible, the Charter School will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to investigate, respond, address and report on such behaviors in a timely manner. Charter School staff who witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so.

Moreover, the Charter School will not condone or tolerate misconduct prohibited by this Policy by any employee, independent contractor or other person with whom LVCS does business, or any other individual, student, or volunteer. This Policy applies to all employee, student, and volunteer actions and relationships, regardless of position or gender. LVCS will promptly and thoroughly investigate and respond to any complaint of misconduct prohibited by this Policy in a manner that is not deliberately indifferent and will take appropriate corrective action, if warranted. LVCS complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this Policy.

#### **Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinator ("Coordinator"):**

Sherri Morgan, Executive Director/Superintendent  
Long Valley Charter School  
P.O. Box 7, Doyle, CA 96109  
(530) 827-2395 [smorgan@longvalleycs.org](mailto:smorgan@longvalleycs.org)

#### **Definitions**

##### **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 or school because of sex, race or any other protected basis.



- Retaliation for reporting or threatening to report harassment.
- Deferential or preferential treatment based on any of the protected characteristics listed above.

### **Prohibited Unlawful Harassment under Title IX**

Title IX (20 U.S.C. § 1681 *et seq.*; 34 C.F.R. Part 106) and California state law prohibit discrimination and harassment on the basis of sex. Under Title IX, “sexual harassment” means conduct on the basis of sex that satisfies one or more of the following:

- An employee of the recipient conditioning the provision of an aid, benefit, or service of the recipient on an individual’s participation in unwelcome sexual conduct.
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient’s education program or activity or
- “Sexual assault” as defined in 20 U.S.C. 1092(f)(6)(A)(v), “dating violence” as defined in 34 U.S.C. 12291(a)(10), “domestic violence” as defined in 34 U.S.C 12291(a)(8), or “stalking” as defined in 34 U.S.C. 12291(a)(30)

In accordance with these existing laws, discrimination and harassment on the basis of sex in education institutions, including in the education institution’s admissions and employment practices, is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination and harassment in education programs or activities conducted by LVCS.

LVCS is committed to providing a work and educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action. Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be referred to the Coordinator, the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

Sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire, when: (a) Submission to the conduct is explicitly or implicitly made a term or a condition of an individual’s employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual’s work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

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

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
  - Rape, sexual battery, molestation or attempts to commit these assaults.
  - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another’s body, or poking another’s body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
  - Sexually oriented gestures, notices, remarks, jokes, or comments about a person’s sexuality or sexual experience.

- Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
- Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's or the employee's sex.
- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:
  - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.
  - Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
  - Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (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.

### **Prohibited Bullying**

**Bullying** is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing a reasonable student <sup>1</sup> or students in fear of harm to that student's or those students' person or property.
2. Causing a reasonable student to experience a substantially detrimental effect on the student's physical or mental health.
3. Causing a reasonable student to experience a substantial interference with the student's academic performance.
4. Causing a reasonable student to experience a substantial interference with the student's ability to participate in or benefit from the services, activities, or privileges provided by LVCS.

**Cyberbullying** is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, video or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

**Electronic act** means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

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<sup>1</sup> "Reasonable student" is defined as a student, including, but not limited to, an exceptional needs student, who exercises care, skill and judgment in conduct for a person of the student's age, or for a person of the student's age with the student's exceptional needs.

1. A message, text, sound, video, or image.
2. A post on a social network Internet Web site including, but not limited to:
  - a. Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in the definition of “bullying,” above.
  - b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in the definition of “bullying,” above. “Credible impersonation” means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
  - c. Creating a false profile for the purpose of having one or more of the effects listed in the definition of “bullying,” above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
3. An act of “Cyber sexual bullying” including, but not limited to:
  - a. The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in definition of “bullying,” above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
  - b. “Cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
4. Notwithstanding the definitions of “bullying” and “electronic act” above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

**Formal Complaint of Sexual Harassment** means a written document filed and signed by a complainant who is participating in or attempting to participate in LVCS’s education program or activity or signed by the Coordinator alleging sexual harassment against a respondent and requesting that LVCS investigate the allegation of sexual harassment.

**Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

### **Bullying and Cyberbullying Prevention Procedures**

LVCS has adopted the following procedures for preventing acts of bullying, including cyberbullying.

#### **1. Cyberbullying Prevention Procedures**

LVCS advises students:

- a. To never share passwords, personal data, or private photos online.
- b. To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
- c. That personal information revealed on social media can be shared with anyone including parents/guardians, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.
- d. To consider how it would feel receiving such comments before making comments about others online.

LVCS informs Charter School employees, students, and parents/guardians of LVCS's policies regarding the use of technology in and out of the classroom. LVCS encourages parents/guardians to discuss these policies with their children to ensure their children understand and comply with such policies.

## **2. Education**

LVCS employees cannot always be present when bullying incidents occur, so educating students about bullying is a key prevention technique to limit bullying from happening. LVCS advises students that hateful and/or demeaning behavior is inappropriate and unacceptable in our society and at LVCS and encourages students to practice compassion and respect each other.

Charter School educates students to accept all student peers regardless of protected characteristics (including but not limited to actual or perceived sexual orientation, gender identification, physical or cognitive disabilities, race, ethnicity, religion, and immigration status) and about the negative impact of bullying other students based on protected characteristics.

LVCS's bullying prevention education also discusses the differences between appropriate and inappropriate behaviors and includes sample situations to help students learn and practice appropriate behavior and to develop techniques and strategies to respond in a non-aggressive way to bullying-type behaviors. Students will also develop confidence and learn how to advocate for themselves and others, and when to go to an adult for help.

LVCS informs LVCS employees, students, and parents/guardians of this Policy and encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

## **3. Professional Development**

LVCS annually makes available the online training module developed by the California Department of Education pursuant Education Code section 32283.5(a) to its certificated employees and all other LVCS employees who have regular interaction with students.

LVCS informs certificated employees about the common signs that a student is a target of bullying including:

- Physical cuts or injuries
- Lost or broken personal items
- Fear of going to school/practice/games
- Loss of interest in school, activities, or friends
- Trouble sleeping or eating
- Anxious/sick/nervous behavior or distracted appearance
- Self-destructiveness or displays of odd behavior
- Decreased self-esteem

Charter School also informs certificated employees about the groups of students determined by LVCS, and available research, to be at elevated risk for bullying. These groups include but are not limited to:

- Students who are lesbian, gay, bisexual, transgender, or questioning youth ("LGBTQ") and those youth perceived as LGBTQ; and
- Students with physical or learning disabilities.

LVCS encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for LVCS's students.

## **Grievance Procedures**

### **1. Scope of Grievance Procedures**

LVCS will comply with its Uniform Complaint Procedures ("UCP") policy when investigating and responding to complaints alleging unlawful harassment, discrimination, intimidation or bullying against a protected group or on the basis of a person's association with a person or group with one or more of the protected characteristics set forth in the UCP that:

- a. Are written and signed;
- b. Filed by an individual who alleges that they have personally suffered unlawful discrimination, harassment, intimidation or bullying, or by one who believes any specific class of individuals has been subjected to discrimination, harassment, intimidation or bullying prohibited by this Policy, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying; and
- c. Submitted to the LVCS UCP Compliance Officer not later than six (6) months from the date the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

The following grievance procedures shall be utilized for reports of misconduct prohibited by this Policy that do not comply with the writing, timeline, or other formal filing requirements of a uniform complaint. For formal complaints of sexual harassment, LVCS will utilize the following grievance procedures in addition to its UCP when applicable.

### **2. Reporting**

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of misconduct prohibited by this Policy, to intervene when safe to do so, call for assistance, and report such incidents. The Board requires staff to follow the procedures in this Policy for reporting alleged acts of misconduct prohibited by this Policy.

Any student who believes they have been subject to misconduct prohibited by this Policy or has witnessed such prohibited misconduct is encouraged to immediately report such misconduct to the Coordinator:

Sherri Morgan, Executive Director/Superintendent  
Long Valley Charter School  
P.O. Box 7  
Doyle, CA 96109  
(530) 827-2395  
smorgan@longvalleycs.org

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. LVCS will investigate and respond to all oral and written reports of misconduct prohibited by this Policy in a manner that is not deliberately indifferent. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Students are expected to report all incidents of misconduct prohibited by this Policy or other verbal, or physical abuses. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor,

the Executive Director/Superintendent, Coordinator, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.

LVCS acknowledges and respects every individual's right to privacy. All reports shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes keeping the identity of the reporter confidential, as appropriate, except to the extent necessary to comply with the law, carry out the investigation and/or to resolve the issue, as determined by the Coordinator or designee on a case-by-case basis.

LVCS prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a grievance using the procedures set forth in this Policy. Knowingly making false statements or knowingly submitting false information during the grievance process is prohibited and may result in disciplinary action.

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, and any individual designated as a coordinator, investigator or decision-maker and any person who facilitates an informal resolution process will receive sexual harassment training and/or instruction concerning sexual harassment as required by law.

### **3. Supportive Measures**

Upon the receipt of an informal or formal complaint of sexual harassment, the Coordinator will promptly contact the complainant to discuss the availability of supportive measures. The Coordinator will consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint of sexual harassment, and explain the process for filing a formal complaint of sexual harassment.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint of sexual harassment or where no formal complaint of sexual harassment has been filed. Such measures are designed to restore or preserve equal access to LVCS's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or LVCS's educational environment, or deter sexual harassment. Supportive measures available to complainants and respondents may include but are not limited to counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. LVCS will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of LVCS to provide the supportive measures.

### **4. Investigation and Response**

Upon receipt of a report of misconduct prohibited by this Policy from a student, staff member, parent/guardian, volunteer, visitor or affiliate of LVCS, the Coordinator (or designee) will promptly initiate an investigation. A third-party investigator may be retained to conduct the investigation. In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the Coordinator (or designee) determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the Coordinator (or designee) will inform the complainant of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.

At the conclusion of the investigation, the Coordinator (or designee) will meet with the complainant and, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation, including any actions necessary to resolve the incident/situation. However, the Coordinator (or designee) will not reveal confidential information related to other students or employees.

For investigations of and responses to formal complaints of sexual harassment, the following grievance procedures will apply:

- Notice of the Allegations
  - Upon receipt of a formal complaint of sexual harassment, the Coordinator (or designee) will give all known parties written notice of its grievance process, including any voluntary informal resolution process. The notice will include:
    - A description of the allegations of sexual harassment at issue and to the extent known, the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident;
    - A statement that the respondent is presumed not responsible for the alleged conduct until a final decision is reached;
    - A statement that the parties may have an advisor of their choice, who may be an attorney, and may inspect and review evidence; and
    - A statement that LVCS prohibits an individual from knowingly making false statements or knowingly submitting false information during the grievance process.
- Emergency Removal
  - LVCS may place a non-student employee respondent on administrative leave during the pendency of a formal complaint of sexual harassment grievance process in accordance with LVCS's policies.
  - LVCS may remove a respondent from LVCS's education program or activity on an emergency basis, in accordance with LVCS's policies, provided that LVCS undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.
  - This provision may not be construed to modify any rights under the IDEA, Section 504, or the ADA.
- Informal Resolution
  - If a formal complaint of sexual harassment is filed, LVCS may offer a voluntary informal resolution process, such as mediation, to the parties at any time prior to reaching a determination regarding responsibility. If LVCS offers such a process, it will do the following:
    - Provide the parties with advance written notice of:
      - The allegations;
      - The requirements of the voluntary informal resolution process including the circumstances under which the parties are precluded from resuming a formal complaint of sexual harassment arising from the same allegations;
      - The parties' right to withdraw from the voluntary informal resolution process and resume the grievance process at any time prior to agreeing to a resolution; and
      - Any consequences resulting from participating in the voluntary informal resolution process, including the records that will be maintained or could be shared; and
    - Obtain the parties' advance voluntary, written consent to the informal resolution process.
  - LVCS will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.
- Investigation Process

- The decision-maker(s) will not be the same person(s) as the Coordinator or the investigator. LVCS shall ensure that all decision-makers and investigators do not have a conflict of interest or bias for or against complainants or respondents.
- In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the investigator determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the investigator will inform the complainant and any respondents in writing of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.
- The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview.
- The parties will not be prohibited from discussing the allegations under investigation or to gather and present relevant evidence.
- A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.
- Prior to completion of the investigative report, LVCS will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator's consideration prior to the completion of the investigation report.
- The investigator will complete an investigation report that fairly summarizes all relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.
- Dismissal of a Formal Complaint of Sexual Harassment
  - If the investigation reveals that the alleged harassment did not occur in LVCS's educational program in the United States or would not constitute sexual harassment even if proved, the formal complaint with regard to that conduct must be dismissed. However, such a dismissal does not preclude action under another applicable LVCS policy.
  - LVCS may dismiss a formal complaint of sexual harassment if:
    - The complainant provides a written withdrawal of the complaint to the Coordinator;
    - The respondent is no longer employed or enrolled at LVCS; or
    - The specific circumstances prevent LVCS from gathering evidence sufficient to reach a decision on the formal complaint or the allegations therein.
  - If a formal complaint of sexual harassment or any of the claims therein are dismissed, LVCS will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to the parties.
- Determination of Responsibility
  - The decision-maker(s) will not be the same person(s) as the Coordinator, the investigator or the decision-maker(s) for the appeal.
  - The standard of evidence used to determine responsibility is the preponderance of the evidence standard.
  - Determinations will be based on an objective evaluation of all relevant evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness.
  - LVCS will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:
    - The allegations in the formal complaint of sexual harassment;
    - All procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
    - The findings of facts supporting the determination;
    - The conclusions about the application of LVCS's code of conduct to the facts;
    - The decision and rationale for each allegation;



- Any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
- The procedures and permissible bases for appeals.

### **5. Consequences**

Students or employees who engage in misconduct prohibited by this Policy, knowingly make false statements or knowingly submit false information during the grievance process may be subject to disciplinary action up to and including suspension and/or expulsion from LVCS or termination of employment. The Coordinator is responsible for effective implementation of any remedies ordered by LVCS in response to a formal complaint of sexual harassment.

### **6. Right of Appeal**

Should the reporting individual find LVCS's resolution unsatisfactory, the reporting individual may, within five (5) business days of notice of LVCS's decision or resolution, submit a written appeal to the President of the LVCS Board, who will review the investigation and render a final decision.

The following appeal rights and procedures will apply to formal complaints of sexual harassment:

- The complainant and the respondent shall have the same appeal rights and LVCS will implement appeal procedures equally for both parties.
- Within five (5) business days of LVCS's written decision or dismissal of the complaint, the complainant or respondent may submit a written appeal to the Coordinator.
- The decision-maker(s) for the appeal will not be the same person(s) as the Coordinator, the investigator or the initial decision-maker(s).
- The complainant and respondent may appeal from a determination regarding responsibility, and from LVCS's dismissal of a formal complaint or any allegations therein, on the following bases:
  - Procedural irregularity that affected the outcome of the matter;
  - New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
  - The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- LVCS will notify the other party in writing when an appeal is filed.
- The decision-maker(s) for the appeal will: 1) give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; 2) issue a written decision describing the result of the appeal and the rationale for the result; and 3) and provide the written decision simultaneously to both parties.

### **7. Recordkeeping**

All records related to any investigation of complaints under this Policy are maintained in a secure location.

LVCS will maintain the following records for at least seven (7) years:

- Records of each sexual harassment investigation, including any determination of responsibility; any audio or audiovisual recording or transcript; any disciplinary sanctions imposed on the respondent; and any remedies provided to the complainant.
- Records of any appeal of a formal sexual harassment complaint and the results of that appeal.
- Records of any informal resolution of a sexual harassment complaint and the results of that informal resolution.
- All materials used to train Title IX coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.

- Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

**TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION & BULLYING  
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):

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**I hereby authorize LVCS 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 that providing false information in this regard could result in disciplinary action up to and including suspension and/or expulsion or termination of employment.**

\_\_\_\_\_  
Signature of Complainant

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

**To be completed by the Charter School:**

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Follow up Meeting with Complainant held on: \_\_\_\_\_