The Learning Choice Academy

Charter Renewal Petition

For the Term July 1, 2014 through June 30, 2019

Submitted to the San Diego Unified School District
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Affirmations and Assurances

The Learning Choice Academy ("TLC" or the "Charter School") will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Sections 60605 and 60851, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(c)(1)]

- The Charter School shall be deemed the exclusive public school employer of the employees of The Learning Choice Academy for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(5)(O)]

- The Charter School shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]

- The Charter School shall not charge tuition. [Ref. Education Code Section 47605(d)(1)]

- The Charter School shall admit all students who wish to attend the Charter School, and who submit a timely application; unless the Charter School receives a greater number of applications than there are spaces for students, in which case each application will be given equal chance of admission through a public random drawing process. Except as required by Education Code Section 47605(d)(2), admission to the Charter School shall not be determined according to the place of residence of the student or his or her parents within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(d)(2)(B). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(d)(2)(C). [Ref. Education Code Section 47605(d)(2)(A)-(C)]

- The Charter School shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(d)(1)]

- The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities in Education Improvement Act of 2004.
• The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]

• The Charter School shall ensure that teachers in the Charter School hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools is required to hold. As allowed by statute, flexibility will be given to noncore, noncollege preparatory teachers. [Ref. California Education Code Section 47605(l)]

• The Charter School shall at all times maintain all necessary and appropriate insurance coverage.

• The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).

• If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil’s last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information. [Ref. Education Code Section 47605(d)(3)]

• The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)]

• The Charter School shall, on a regular basis, consult with its parents and teachers regarding the Charter School’s education programs. [Ref. Education Code Section 47605(c)]

• The Charter School shall comply with any jurisdictional limitations to locations of its facilities. [Ref. Education Code Sections 47605 and 47605.1]

• The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Sections 47612(b), 47610]

• The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act.

• The Charter School shall comply with the Public Records Act.

• The Charter School shall comply with the Family Educational Rights and Privacy Act.

• The Charter School shall comply with the Ralph M. Brown Act.
The Charter School shall meet or exceed the legally required minimum number of school days. [Ref. Title 5 California Code of Regulations Section 11960]
INTRODUCTION

The Learning Choice Academy has set a new standard for Personalized Learning school excellence in California. TLC students will benefit from top-quality curriculum that combines the best in print, research, real experience and technology to meet all Common Core State Standards (“CCSS”). Each student has a Personalized Learning Plan and a highly qualified California-certified teacher working collaboratively with a curriculum specialist to tailor the curriculum to meet that student’s individual learning needs.

TLC is a learning community that connects students, educational partners, and families through face-to-face interaction. TLC students and their families can count on sophisticated support for their curriculum, special education, and learning management needs, so that their focus on achievement need never waver. TLC serves students in grades K-12 throughout San Diego and adjacent counties.

TLC is tailor-made for a diverse array of children who would benefit from a quality alternative to the traditional brick-and-mortar classroom. These include students whose families seek direct involvement in their education or who have opted for a multiple learning environment; children who are homebound due to illness or disability; “exceptional” children who are far ahead of or far behind their peers in school; young people pursuing artistic or athletic careers that require a flexible school schedule; students in group homes or institutions; and students at risk of academic failure who may particularly benefit from intensive, personalized instruction.

At the core of TLC’s rigorous curriculum are selected elements of recognized publishers of state-adopted textbooks including Glencoe, McGraw-Hill, Pearson, and Great Source. TLC has aligned these elements with the CCSS and has then built upon them with both proprietary interactive content and selected supplemental material to assure complete coverage. TLC’s unique Personalized Learning facilitates the effective delivery of instruction via an optimal combination of student connection, parent participation, and staff guidance. The Events Coordinator facilitates enriching in-person community activities to round out the comprehensive learning experience.

The ultimate focus of the “Personalized Learning” TLC instructional model is student achievement. Students will master the core subjects of reading/language arts, mathematics, science and social studies through a challenging curriculum that meets CCSS and will be prepared to excel on the California state assessments. Students will also be given opportunities for enrichment in Visual and Performing Arts, Physical Education, and a variety of other elective subjects.
Accomplishments from the Past Charter Term

- Ninety two percent of TLC students enrolled at TLC for three consecutive years showed at least one year’s academic growth based on the STAR English Language Arts test. These students either stayed at the same proficiency level or made gains over the course of the last three years. TLC’s English Learners mirror our total population in ELA testing results.

- TLC’s English Learner growth is significantly better than growth in our total school population. Seventy two percent of EL students gained one year or more of academic growth in mathematics.

- Many students are achieving growth in Language Arts and Mathematics based on fewer students being reported as far below basic (“FBB”) and below basic (“BB”).

- TLC implemented an elementary school two-day support program in order to provide more instruction in ELA and Math. A new curriculum was adopted in Language Arts and Math to meet the academic needs or our elementary school students and to align with the CCSS.

- Students in grades six through twelve, we improved our two-day support program so students are more accountable to the Highly Qualified Teacher ("HQT") in the subjects taken on site. We have also added higher-level math and science classes, STEM classes. Fifty one percent of enrolled students are currently taking at least one-onsite support classes.

- The adoption of Project Lead the Way and the JASON Project has produced an added element to mathematics using real world application as well as support for meeting CCSS in mathematics and science.

- The use of technology in onsite classes has increased substantially. Each resource center now has a computer lab available for class use as well as individual student use.

- Professional development for teachers has increased and has been tied specifically to meeting our areas of critical need and CCSS.

- Enrollment has increased by more than forty three percent within the last three years.

- TLC provides a plethora of extra curricular activities including fieldtrips, parent education workshops, curriculum fairs, field days, and high school social events.

- WASC accreditation given a second six-year term with a one day check-in at the three year mark.
Charter Renewal

In accordance with Education Code Section 47607(a)(3)(A), the District shall consider increases in pupil academic achievement as the most important factor in determining whether to grant a charter renewal.

The following shall serve as documentation confirming that the Charter School exceeds the statutory criteria required for renewal set forth in Education Code Section 47607(b):

- The Charter School has exceeded its API growth target in the prior year both schoolwide and for all groups of pupils served by the Charter School. (Education Code Section 47607(b)(1))

<table>
<thead>
<tr>
<th>Year</th>
<th>API Score</th>
<th>Growth Target</th>
<th>API Growth Target</th>
<th>Actual Growth</th>
<th>Met Growth Target Schoolwide and Subgroups</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013</td>
<td>770</td>
<td>5</td>
<td>+11</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>2012</td>
<td>753</td>
<td>5</td>
<td>+22</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>2011</td>
<td>732</td>
<td>5</td>
<td>-1</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>2010</td>
<td>732</td>
<td>5</td>
<td>-2</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>2009</td>
<td>736</td>
<td>5</td>
<td>+3</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

- The Charter School has ranked in deciles 4 to 10, inclusive, on the API for a demographically comparable school in the prior year or in two of the last three years. (Education Code Section 47607(b)(3))

<table>
<thead>
<tr>
<th>Year</th>
<th>Similar Schools Ranking</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012</td>
<td>5</td>
</tr>
<tr>
<td>2011</td>
<td>8</td>
</tr>
<tr>
<td>2010</td>
<td>4</td>
</tr>
<tr>
<td>2009</td>
<td>6</td>
</tr>
<tr>
<td>2008</td>
<td>8</td>
</tr>
</tbody>
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Therefore, the Charter School has exceeded the minimum criteria for renewal by meeting two of the three possible criteria.
ELEMENT 1: EDUCATIONAL PROGRAM

Governing Law: A description of the educational program of the school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an “educated person” in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners. Education Code Section 47605(b)(5)(A)(i).

A description, for the charter school, of annual goals, for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals. Education Code Section 47605(b)(5)(A)(ii).

If the proposed school will serve high school pupils, a description of the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the “A” to “G” admissions criteria may be considered to meet college entrance requirements. Education Code Section 47605(b)(5)(A)(iii).

A. MISSION

The Learning Choice Academy Personalized Learning School is a charter school in the San Diego Unified School District (hereafter known as the Sponsoring District). Our mission statement: “To empower students to reach their full potential by providing choice in education within collaborative triads of parents, students, and school.”

Every TLC student has a Personalized Learning Plan (which consists of both the TLC Master Agreement for Independent Study and the monthly Student Assignment and Work Record) and an entire team of experts (including a Parent or other Parent/Teacher, a California-certified teacher, and multiple curriculum specialists) committed to the student’s successful fulfillment of that plan. TLC brings out the best in every student through Personalized Learning.

B. EDUCATIONAL PHILOSOPHY

Students To Be Served

TLC serves students in grades K-12 throughout San Diego County and adjacent counties. TLC makes every effort to serve as many students as apply, and will continue to do so in the future. The focus will be to serve students within the geographical boundaries of San Diego County and adjacent counties, and outreach will be conducted accordingly. Many families within San Diego
County can and will continue to benefit from the addition of the TLC personalized learning program to their educational choices.

TLC students include those whose families seek direct involvement in their child’s education or who have opted for a Personalized Learning school environment; children who are homebound due to illness or disability; “exceptional” children who are far ahead of or far behind their peers in school; young people pursuing artistic or athletic careers that require a flexible school schedule; students in group homes or institutions; and students at risk of academic failure who may particularly benefit from intensive, personalized instruction.

**What Is An “Educated Person” In The 21st Century?**

TLC believes that children in the 21st century must become literate and articulate, mathematically competent, and scientifically and technologically adept. TLC further believes that all children should have the opportunity to develop their creative and physical abilities, curiosity and love of learning. TLC recognizes its responsibility to generate enthusiasm and excitement for the lifelong process of learning by providing a curriculum that is relevant, integrated, and age-appropriate, and that, at the same time, is aligned to the CCSS. TLC will authentically meet the needs of students today, as well as today’s global economy.

At TLC, students in K-12 engage in a challenging learning program that is tailored to their individual needs and is focused on equipping them for success in the 21st century. The TLC curriculum and instructional programs include:

- An emphasis on core subjects: TLC students master the timeless fundamentals such as reading, writing, mathematics, science, and social studies.
- An emphasis on learning skills: TLC students develop the essential skills required for lifelong, continuous learning, such as communication, information, problem solving, and self-directional skills.
- An emphasis on communication skills: TLC students develop proficiency in personal expression with adults, children of multiple ages, plus an array of digital information and communication tools.

At TLC, learning takes place beyond the “four walls of the classroom” and integrates the community, parents, and fellow learners, connected by community resources and technology.

TLC uses both standardized testing and ongoing, curriculum-based assessments – including portfolios of student work and supplemental assessment activities – which integrate with teacher data analysis tools to allow for sophisticated instructional decision-making by parents, students, and school staff.

TLC also believes that the individualized and supported personalized learning educational program facilitates the development of self-direction and personal responsibility among its students. In these ways, TLC will meet the objective of producing students who are self-motivated, competent, lifelong learners.
How Does Learning Best Occur?

TLC believes that children learn best in a safe, positive environment in which they are respected, accepted, valued, nurtured as unique individuals, and challenged to achieve their full potential. From this, it follows that students learn best when their instruction is tailored to their unique needs and when they are supported by adults who are committed to their success.

The centerpiece of instruction at TLC is the Personalized Learning Plan, which provides for individualized instruction, tailored to the learning needs of each child. The Personalized Learning Plan is an extensive document developed at the beginning of the school year by the California-certified program teacher in consultation with the student and the student’s Parents/Guardians in a one to one meeting. This Personalized Learning Plan is built from a combination of baseline assessments of both academic skills/knowledge and learning modalities, information gathered from the parents, and input directly from the student. TLC currently uses a computer program to help develop lesson plans, student assignments, pacing guides, work records that are tied to our curriculum and CCSS.

The Personalized Learning Plan then guides the student’s course through the CCSS-based The Learning Choice Academy curriculum. We believe that our program provides the highest degree of program customization available in any public school operating today.

At TLC, student learning benefits from “the learning triad,” which provides total support for the student’s Personalized Learning Plan. The learning triad is made up of a credentialed Educational Partner, a Parent-teacher or other Guardian/Teacher, and the Student, all dedicated to each student’s personal learning success.

• The Parent-EP and/or other Adult/Teacher Parental involvement is a centerpiece of the TLC concept. Since TLC takes pride in being a home school, not simply an independent learning program, and the parent will be responsible for the instruction and supervision of the student while he/she is completing the assigned work. Because the parent’s role in the process is as the student’s Educational Partner (“EP”), all parents/guardians are intimately familiar with their child’s progress on a day-to-day basis at TLC. The Charter School offers ongoing training and support to help Parent-EPs carry out their important role, while making optimum use of the available technology tools and professional EP support to do so. In addition, Educational Partners employ Personalized Learning Plan-based electronic progress reports to formally communicate students’ academic achievement to students and their Parent-EPs.

• The Educational Partner: The Educational Partner is responsible for evaluating assignments, providing instructional assistance, assigning and scoring assessment activities in the program as needed, and providing feedback on the child's performance. Based on a student’s demonstrated mastery of the material, Educational Partners may add, expand, or replace assignments; they also grade students in each subject for the regular student report cards and make promotion or retention decisions. Depending on the need of the learner, teacher contact with the student and Parent/Teacher may be as frequent as every other week; Educational Partners do not wait to be contacted, but instead reach out to Parent/Teacher and students proactively as needed. At
minimum, the Educational Partner, student, and Parent/Teacher have an in-depth consultation once a month.

- **The Student:** TLC serves students in Kindergarten through 12th grade throughout San Diego County and adjacent counties. TLC students include those whose families seek direct involvement in their child’s education or who have opted for a Personalized Learning school environment; children who are homebound due to illness or disability; “exceptional” children who are far ahead of or far behind their peers in school; young people pursuing artistic or athletic careers that require a flexible school schedule; students in group homes or institutions; and students at risk of academic failure who may particularly benefit from intensive, personalized instruction. Students are an integral piece in the triad. They help choose the path between career or college, they help choose curriculum and they must attend the monthly meeting to demonstrate mastery of assigned work.

**D. CURRICULUM AND INSTRUCTIONAL DESIGN**

TLC has started to align its curriculum with the Common Core State Standards. The Charter School’s EPs work in teaching teams, grade level teams, and disciplines to align and articulate standards coverage within and across courses and grades.

Regular weekly morning meetings where, in the context of discussing student work, teachers address how projects and assignments connect to CCSS will be the essential base for student assignments and serve as benchmarks for curriculum alignment. Student talents and interests will provide specific topics of focus. Benchmark descriptors in student assessments and rubrics will provide developmentally appropriate goals and objectives for each curriculum area. Core curriculum will be enriched by lessons that are differentiated to address student talents, interests, learning modalities and challenges.

TLC’s instructional design is known as the Personalized Learning Model. The three primary components are as follows:

1. Parent involvement
2. Individualized instruction
3. High-quality teaching in optional on-site support classes

Personalized Learning at TLC utilizes an independent study format, providing a variety of learning environments that are well supported by both the “learning triad” (see above) and by proven curriculum. This basic foundation is further enhanced by technology, by a focus on high quality teaching, and by ongoing staff training opportunities.

Each year the Lead of Curriculum and Instruction meets with a committee of TLC Partners and parents to review and revise the Core Curriculum list. This catalog of instructional materials includes state adopted textbooks and supporting materials for all core subjects. High School students have a selection of UC approved courses. However, elementary students and high school students not enrolled in College Prep courses may select optional curricula. Although students are offered a wider variety of choices in curriculum than in the traditional school, all
instruction is supervised by a Highly Qualified teacher to ensure standards are being addressed. The curriculum is analyzed, and if determined to be lacking in either quality or quantity, supplemental materials and lessons are provided and assigned.

Supporting Research for the Personalized Learning Model:

Education research has shown that the touchstones of TLC’s Personalized Learning Plan instructional model—parental involvement, individualized instruction, and high-quality teaching—have been directly correlated to top student achievement.

Parent involvement: Decades of research show that parent participation in education is very closely related to student achievement. In *A New Generation of Evidence: The Family Is Critical to Student Achievement*, Anne T. Henderson and Nancy Berla document concrete benefits of parent involvement for students, including higher grades and test scores, higher graduation rates, and greater enrollment in postsecondary education. A Stanford study found that using parents as tutors brought significant and immediate changes in children's I.Q. scores.

At TLC, parents are closely involved in their child’s education.

Individualized instruction: Students clearly benefit from instruction that is individualized in terms of pace, content, sequence and style. Among the many studies on this topic, Margaret Haertel and her colleagues show in “What Helps Students Learn?” that “curriculum and assessment tailored to student ability and academic background” to assure “an appropriate level of task difficulty for students and an appropriate instructional pace” is a proven tool for helping students achieve.

At TLC, instruction is individualized for every student, every day.

High-quality teaching: TLC teachers are highly qualified in the subjects they teach. Each Educational Partner/teacher will be equipped with the skills and technology they need to bring out the best in every student. In his landmark study correlating test data with teacher quality, Harold Wenglinsky of the Educational Testing Service showed a direct link between good teaching and higher test scores.

Along with their Parent/Teacher, students will benefit from guidance by TLC’s highly qualified Educational Partners.

Curriculum, Technology and Materials

TLC combines proven and rigorous print-based curriculum materials with on-line curriculum and support in core areas. The TLC curriculum aligns with the CCSS. The core academic program integrates CCSS with the print-rich school curriculum, which is accredited and is well-known for its success in producing high-performing students, as well as alternative curriculum ranging from a hands-on activities kit to an interactive, computer-based video series for early reading development. A complete overview of the curriculum is listed on the website and available at the Learning Centers.
All lesson plans are provided to students and families at consultations, directing them through use of the comprehensive set of textbooks, trade books, manipulatives, on-line programs and consumables that TLC provides for them at the beginning of the school year. Since TLC learners do not face the distractions and interruptions of a typical school setting—from lining up in the hallway to waiting out the teacher’s handling of disruptive peers—they often use their learning time much more efficiently. The in-depth application of concepts that is often relegated to homework in a conventional school setting is an integrated part of the learning day at TLC; discrete skills and extended projects, remedial and enrichment activities are all part of the daily routine for students and their Parent/Teachers.

In addition to working with the curriculum materials described above, TLC students have the opportunity to participate regularly in face-to-face and community activities. Face-to-face activities include classes both on- and off-site, as well as field trips and community outings facilitated by the TLC Events Coordinator or parent volunteers whom TLC supports in organizing such activities for families who live nearby.

**California-Certified Educational Partners**

Each TLC student has a California-certified Teacher/Educational Partner specially trained in the TLC curriculum and instructional method. Working in TLC’s local professional offices, this Educational Partner, collaborating with parents, is responsible for evaluating assignments and work products, providing instructional assistance, assigning and scoring assessment activities in the program, and providing feedback on the child's performance. Based on a student’s demonstrated mastery of the material, Educational Partners may add, expand, or replace assignments; they also grade students in each subject for the regular student report cards and make promotion or retention decisions. Depending on the need of the learner, teacher contact with the student and Parent/Teacher may be as frequent as every two weeks and at minimum once a month. Educational Partners do not wait to be contacted; they are proactive participants in their student’s learning plans.

**School Calendar and Instructional Minutes**

TLC follows a traditional school year calendar that will include a minimum of 175 days. The school calendar may be extended to allow families more flexibility in completing the year’s work, or to provide extra learning time for students who are at risk. TLC also offers summer school to high school students who are behind in credits or who want to get ahead. The TLC program provides for and offers more than the legally mandated minimum instructional minutes for every grade. Attached as Appendix A, please find the 2014-15 academic calendar.

**Independent Study**

TLC adheres to all applicable sections of the Education Code for Independent Study (e.g. Sections 47612.5 and 51745, *et seq.*) and the funding determination requirements of SB740. TLC adheres to all applicable California Independent Study Regulations, specifically 5 CCR Section 11700*et seq.* This includes, at a minimum, the creation and execution of master
agreements, creation and adoption of a TLC Board of Directors policy regarding independent study, appropriate maintenance of work product, staffing that complies with the required pupil to teacher ratios, and geographic limitations on the place of residence of the pupils. In addition, TLC complies with Education Code Section 51747.3 and does not provide any “thing of value” to pupils that a school district could not legally provide to its pupils.

Transferability and Eligibility Of Courses

The Charter School shall notify students of the transferability of courses to other public high schools on their transcripts. The Charter School will notify students of the eligibility of courses to meet college entrance requirements through monthly meetings with EPs and annual meetings with high school counselor starting in 8th grade.

ANNUAL GOALS AND ACTIONS IN THE STATE PRIORITIES

<table>
<thead>
<tr>
<th>Charter School Annual Goals and Actions to Achieve State Priorities</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>State Priority #1 (Basic Services).</strong> The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))</td>
</tr>
<tr>
<td><strong>ANNUAL GOALS TO ACHIEVE PRIORITY #1</strong></td>
</tr>
<tr>
<td>• The Learning Choice Academy will hire and maintain a highly qualified faculty who are all properly credentialed and assigned.</td>
</tr>
<tr>
<td>• The Learning Choice Academy will obtain the most up-to-date standards aligned instructional materials that will prepare students for college and career.</td>
</tr>
<tr>
<td>• School facilities are maintained and in good repair.</td>
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</tbody>
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<thead>
<tr>
<th><strong>State Priority #2 (Implementation of CCSS).</strong> Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ANNUAL GOALS TO ACHIEVE PRIORITY #2</strong></td>
</tr>
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</table>
- The Learning Choice Academy will utilize current curriculum to implement CCSS.
- The Learning Choice Academy curriculum will be designed to support ELs, both for academic content knowledge and English language proficiency.
- Personalized Individual lessons for each student will address their individual needs and will be revisited yearly.
- All lesson plans will have goals and strategies to support ELs, both for academic content knowledge and English language proficiency.
- 20+ days of professional development, which includes dedicated days for implementing Common Core, and supporting ELs and other struggling students.

**State Priority #3 (Parental Involvement).** Parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation

<table>
<thead>
<tr>
<th>ANNUAL GOALS TO ACHIEVE PRIORITY #3</th>
<th>ACTIONS TO ACHIEVE ANNUAL GOALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parents view themselves as a key component of the Charter School’s and student’s success.</td>
<td>Published list of differentiated opportunities for parental involvement.</td>
</tr>
<tr>
<td>Parents demonstrate high satisfaction with the Charter School’s program.</td>
<td>Regular, designated times for parents to give feedback to school leadership (meetings, PAC, etc.).</td>
</tr>
<tr>
<td></td>
<td>Annual community survey.</td>
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**State Priority #4 (Student Achievement).** Pupil achievement, as measured by all of the following, as applicable:

A. Statewide assessments (STAR, or any subsequent assessment as certified by SBE)
B. The Academic Performance Index (API)
C. Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education
D. Percentage of ELs who make progress toward English language proficiency as measured by the CELDT
E. EL reclassification rate
F. Percentage of pupils who have passed an AP exam with a score of 3 or higher
G. Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (E.C. §99300 *et seq.*) or any subsequent assessment of college preparedness

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<tr>
<th>ANNUAL GOALS TO ACHIEVE PRIORITY #4</th>
<th>ACTIONS TO ACHIEVE ANNUAL GOALS</th>
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<tbody>
<tr>
<td>All students will become proficient in English, math.</td>
<td>Standards based and aligned curriculum.</td>
</tr>
<tr>
<td></td>
<td>Regular benchmark assessments (minimum</td>
</tr>
</tbody>
</table>
- Students perform well on formal/informal and/or core assessments.
- Students show growth on benchmark assessments.
- All students show growth on formal/informal assessments.

3x per year. Aligned to standards.
- Extensive student support structures (summer school, remediation courses, office hours, tutoring, differentiated instruction) to meet graduation requirements (UC A-G).
- Curriculum and personalized lesson plans designed to support ELs and struggling students.
- Extensive professional development, (5+ days) specifically to analyze results of and create action plans for benchmark assessments and to support struggling students and subgroups.

**State Priority #5 (Student Engagement).** Pupil engagement, as measured by all of the following, as applicable:

| A. School attendance rates |
| B. Chronic absenteeism rates |
| C. Middle school dropout rates (EC §52052.1(a)(3)) |
| D. High school dropout rates |
| E. High school graduation rates |

**ANNUAL GOALS TO ACHIEVE PRIORITY #5**

- Students attend school regularly, consistently and on time, and do not drop out.

**ACTIONS TO ACHIEVE ANNUAL GOALS**

- Meetings with supervising teacher to support students.
- Personalized Learning Plans.
- Extensive support structures, including study hall, support classes, one-on-one tutoring.
- Extensive community building via orientation, weekly bulletin, clubs, and monthly meeting.

**State Priority #6 (School Climate).** School climate, as measured by all of the following, as applicable:

| A. Pupil suspension rates |
| B. Pupil expulsion rates |
| C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness |

**ANNUAL GOALS TO ACHIEVE PRIORITY #6**

- Personalized Learning students at The Learning Choice Academy Charter School will demonstrate respect for individual differences, self-regulation, and character values of integrity and personal ownership.

**ACTIONS TO ACHIEVE ANNUAL GOALS**

- Personalized Learning Plans.
- Analysis of and action plans from community surveys.
- Leadership staff will ensure a positive learning environment is in place during TLC Charter Renewal Petition - Page 17 of 184
• Student suspension and expulsion rates will stay low or will decrease.

classroom and school walkthroughs. The Executive Director will facilitate trainings as needed to help teachers ensure students are engaged, feel safe, and respected.

• All staff will serve as a model for positive interactions through his/her demeanor and daily interactions with the Charter School community

• EP’s will ensure that parents and students understand the school’s behavior expectations and related consequences through parent orientation, parent meetings, school assemblies, and Parent/student Handbook.

• Leadership Staff and EPs will oversee the implementation of character education and School ESLRs through a school wide monthly character focus, classroom meetings, and parent meetings.

• The Executive or Assistant Director will monitor suspension and expulsion rates to inform policy and decision-making about the effectiveness of the school’s current efforts to create a positive school climate.

• The Events Coordinator and EPs will oversee the distribution of parent, student, and staff surveys (translated as needed) to inform policy and decision-making about the effectiveness of the Charter School’s efforts to create a positive school climate.

**State Priority #7 (Course Access).** The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs.

“Broad course of study” includes the following, as applicable:

**Grades 1-6:** English, mathematics, social sciences, science, visual and performing arts, health, physical education, and other as prescribed by the governing board. (E.C. §51210)

**Grades 7-12:** English, social sciences, foreign language(s), physical education, science, mathematics, visual and performing arts, applied arts, and career technical education. (E.C. §51220(a)-(i))

<table>
<thead>
<tr>
<th><strong>ANNUAL GOALS TO ACHIEVE PRIORITY #7</strong></th>
<th><strong>ACTIONS TO ACHIEVE ANNUAL GOALS</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>• The Learning Choice Academy students will receive a well-rounded</td>
<td>• Rigorous graduation requirements, including meeting A-G requirements.</td>
</tr>
</tbody>
</table>
education and instruction that integrates multiple content areas.

- Students with exceptional needs and all ELs, high and low-achieving students will receive modifications and differentiated curriculum to meet their needs.

- Extensive Support Systems (tutoring, office hours, support classes, tutoring, summer school, etc.).

- The Executive Director or Assistant Director will ensure that progress is monitored through the use of a data and assessment management system, like Data Director, to track performance of numerically significant subgroups.

- Annual review of course and curricular offerings to ensure broad course of study.

**State Priority #8 (Other Student Outcomes).** Pupil outcomes, if available, in the subject areas described above in #7, as applicable.

<table>
<thead>
<tr>
<th>ANNUAL GOALS TO ACHIEVE PRIORITY #8</th>
<th>ACTIONS TO ACHIEVE ANNUAL GOALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goal 1: All students will become proficient readers and writers of the English Language. Goal 2: All students will become proficient in mathematical skills and content. Goal 3: All students will become proficient in science concepts and scientific thinking. Goal 4: All students will become proficient in social science practice and content.</td>
<td>- Regular benchmark assessments (minimum 3x per year) aligned to standards. - Extensive student support structures (summer school, remediation courses, office hours, tutoring, and differentiated instruction). - Rigorous graduation requirements (A-G). - Curriculum and Personalized lesson plans designed to support ELs and struggling students. - Extensive professional development, (20+ days) specifically to analyze results of formal/informal assessments and to support struggling students and subgroups.</td>
</tr>
</tbody>
</table>

**E. PLAN FOR STUDENTS WHO ARE ACADEMICALLY LOW ACHIEVING**

TLC is very well-equipped to respond to the needs of students who are academically low-achieving. We identify students as academically low-achieving as those who score basic, below basic and far below basic on CSTs as well as our own tests in each learning period. Individual student goals are based on careful analysis of student progress data using; formal, informal, and authentic assessments, EP observations, parents and student input. TLC provides support classes two days a week to address academically low-achieving students. We have support in Math, English, Science, Social Studies, and CAHSEE.
In a Personalized Learning school environment, students working below grade level are shielded from the negative social attention that struggling students often face in a brick-and-mortar environment and are thus able to concentrate on intensive learning.

F. PLAN FOR STUDENTS WHO ARE ACADEMICALLY HIGH ACHIEVING

Just as the Personalized Learning approach benefits academically low-achieving students, academically high-achieving students also thrive at TLC. Academically high-achieving students are who are high achievers and/or identified as gifted benefit from differentiation and personalized learning plan. The placement process assures that such learners are provided with the most appropriate curriculum, pacing, and teaching approach from the time that they enroll. TLC has also added support classes to help enrich our students through STEM, VSPA, and high level math, science and English classes and implementing the rigor that is set forth in the new CCSS.

TLC Educational Partners work closely with curriculum specialists and Parent/Teachers to assure a steady flow of enrichment activities for students working above grade level. In addition, students who complete a grade’s worth of curriculum well before the end of the school year may be placed into the next grade in that curriculum area, if deemed appropriate by the Charter School Director and the Parent. In a Personalized Learning school environment, students are able to work significantly above grade level without fear of ostracism or other negative social repercussions that gifted students sometimes face in a more traditional school setting.

G. PLAN FOR ENGLISH LEARNERS

The Charter School will meet all applicable legal requirements for English Learners (“EL”) as it pertains to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, re-classification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. The Charter School will implement policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents.

Home Language Survey

The Charter School will administer the home language survey upon a student’s initial enrollment into the Charter School (on enrollment forms).

CELDT Testing

All students who indicate that their home language is other than English will be California English Language Development Test (“CELDT”) tested within thirty days of initial enrollment\(^1\) and at least annually thereafter between July 1 and October 31\(^{st}\) until re-designated as fluent English proficient.

\(^1\) The thirty-day requirement applies to students who are entering a California public school for the first time or for students who have not yet been CELDT tested. All other students who have indicated a home language other than English will continue with annual CELDT testing based upon the date last tested at the prior school of enrollment.
The Charter School will notify all parents of its responsibility for CELDT testing and of CELDT results within thirty days of receiving results from publisher. The CELDT shall be used to fulfill the requirements under the Elementary and Secondary Education Act for annual English proficiency testing.

**Reclassification Procedures**

Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including, but not limited to, all of the following:

- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the CELDT.

- Participation of the pupil’s classroom teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil’s curriculum mastery.

- Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parents’ opportunity to participate, and encouragement of the participation of parents or guardians in the reclassification procedure including seeking their opinion and consultation during the reclassification process.

- Comparison of the pupil’s performance in basic skills against an empirically established range of performance in basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.

- The Student Oral Language Observation Matrix will be used by teachers to measure progress regarding comprehension, fluency, vocabulary, pronunciation, and grammar usage.

**Strategies for English Learner Instruction and Intervention**

The English learner population at The Learning Choice Academy receives support and differentiated instruction through curriculum and the expertise of educators certificated in cross-cultural language and academic strategies. All educators at TLC have been trained in specially designed academic instruction and language development and/or guided language acquisition design. Educators at TLC ensure English learners learn vocabulary and language development through a variety of curriculum and interdisciplinary instruction. English learners receive guided instruction and lessons tailored and differentiated at their independent and instructional level. Critical thinking skills are taught through the use of real life application lessons. Students receive explicit instruction to build vocabulary and reading comprehension. Educators utilize a variety of visuals such as modeling, graphic organizers, to aid in the progress of English learners. Students
are assessed in reading and comprehension three times throughout the year. In addition to authentic assessments, students participate in standardized assessments required by the state.

- TLC shall seek to employ teaching staff who hold certification as Cross-cultural, Language and Academic Development (CLAD) or Bilingual Cross-cultural, Language and Academic Development (BCLAD) credentialed in order to support EL students.
- Credentialed Educational Partners will assign the appropriate California English Development standards for each level.
- English Learners in the primary grades may receive supplemental instruction in the native language to assist in the acquisition of skills while learning English.
- English Learners are encouraged to attend the onsite classes.
- English Learners receive supplemental curriculum to support the English Language Development required minutes of instruction.
- Credentialed EPs attend professional development sponsored by authorizing district and county to support progress of ELs.
- EPs collaborate with English Learner Coordinator to support progress of ELs.

The Learning Choice Academy has a diverse population of students, including English Learners. In order to help these students to become literate, articulate, mathematically competent, and scientifically and technologically adept, it is important to look at both the state standards and resources available to students and teachers. For students to become successful in reading and develop literacy skills, teachers and parents must know first how to guide, teach and challenge them. English Learners are provided with the instruction, practice, guidance and skill sets pertinent to developing their reading levels and strategies in order for them to become successful and engaged lifelong learners.

There are a variety of strategies to benefit ELs and increase achievement. For English learners at the beginning and early intermediate levels, online pronunciation and phonetics activities; online vocabulary development sites, such as ESL Gold and Reading Rockets; vocabulary games from manythings.org; sight word practice pages; Total Physical Response (TPR), picture dictionaries, Word Walls, etc. will provide beginning reading skills. For students at the early intermediate and early advanced levels, *Vocabulary for Achievement* series and other vocabulary workbooks are available, choral reading; think-pair-share; *Vocabulary for Achievement*, vocabulary games online and in the classroom; pre-reading strategies focusing on vocabulary in the text; think-alouds, picture dictionaries, Word Walls, etc. Each subject content area has a unique set of vocabulary to help ELs and struggling readers to access and master new words specific to the content areas.

For English learners at the early advanced and advanced levels reading comprehension and literary analysis strategies and activities are most beneficial in order to help struggling readers to become stronger, more effective readers. The following are examples of such activities and strategies: Stories with simple comprehension questions; Reading A-Z; fact/opinion and cause/effect games and activities; access prior knowledge (KWL, T-charts, etc.); model outlining/pre-reading strategies; graphic organizer for stories; Phonemic Reading on starfall.com; rereading familiar texts; choral reading; pair/small group reading; readers theatre; multicultural
texts; “Show What You Know” (i.e. portfolios, posters, oral interviews, graphs, etc.); use multi-genre texts (i.e. newspapers, magazines, lyrics, children’s stories, etc.); students generate and execute outlining/pre-reading strategies; literature circles; practical reading (i.e. signs, bills, movie reviews, job applications, etc.); Directed Reading-Thinking Activity (DRTA); SQP2RS (“Squeepers”) (survey, question, predict, read, respond, summarize); etc.

All English learners are assessed as follows but not limited to: CELDT; oral presentations; informal interviews; test on basic instructions in class; placement tests; AR tests; STAR reading quarterly assessments; sight word tests; portfolio of learning; presentation of learning; vocabulary tests; read aloud tests; reading rubrics; benchmark reading tests (monthly), etc.

The implementation of the above strategies, assessments and activities allows English learners to become literate, articulate and improve in language arts, math, science and technology. The goal is that English learners will not only grow as readers and thinkers, they will also learn new tactics for reading actively and effectively, which they can use throughout their entire lives.

**Monitoring and Evaluation of Program Effectiveness**

The Charter School evaluates the effectiveness of its education program for ELs by:

- Adhering to Charter School-adopted academic benchmarks by language proficiency level and years in program to determine adequate yearly progress.
- Monitoring teacher qualifications and the use of appropriate instructional strategies based on program design.
- Monitoring student identification and placement.
- Monitoring parental program choice options.
- Monitoring availability of adequate resources.

**H. SERVING STUDENTS WITH DISABILITIES**

**Overview**

The Charter School shall comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act (“Section 504”), the Americans with Disabilities Act (“ADA”) and the Individuals with Disabilities in Education Improvement Act (“IDEIA”).

The Charter School will be its own local educational agency (“LEA”) has applied directly for membership in a Special Education Local Plan Area (“SELPA”) in conformity with Education Code Section 47641(a). The Charter School is a member in good standing of the El Dorado County Charter SELPA.
In the event the Charter School seeks membership in a different state-approved SELPA, the Charter School will provide notice to the District, the SELPA, and the California Department of Education before June 30th of the year before services are to commence.

The Charter School shall comply with all state and federal laws related to the provision of special education instruction and related services and all SELPA policies and procedures; and shall utilize appropriate SELPA forms.

The Charter School may request related services (e.g. Speech, Occupational Therapy, Adapted P.E., Nursing, and Transportation) from the SELPA, subject to SELPA approval and availability. The Charter School may also provide related services by hiring credentialed or licensed providers through private agencies or independent contractors.

The Charter School shall be solely responsible for its compliance with Section 504 and the ADA. The facilities to be utilized by the Charter School shall be accessible for all students with disabilities.

**Section 504 of the Rehabilitation Act**

The Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter School. Any student, who has an objectively identified disability which substantially limits a major life activity including but not limited to learning, is eligible for accommodation by the Charter School.

A 504 team will be assembled by the Director and shall include the parent/guardian, the student (where appropriate) and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team will review the student’s existing records; including academic, social and behavioral records, and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEIA but found ineligible for special education instruction or related services under the IDEIA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team, which will evaluate the nature of the student’s disability and the impact upon the student’s education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.

- Tests and other evaluation materials including those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligence quotient.
Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student’s aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student’s impaired sensory, manual or speaking skills.

The final determination of whether the student will or will not be identified as a person with a disability is made by the 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEIA, a referral for assessment under the IDEIA will be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives a free and appropriate public education (“FAPE”). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the Charter School’s professional staff.

The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary.

All 504 team participants, parents, guardians, teachers and any other participants in the student’s education, including substitutes and tutors, must have a copy of each student’s 504 Plan. The site administrator will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she review the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained in the student’s file. Each student’s 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

Services for Students under the “IDEIA”

The Charter School intends to provide special education instruction and related services in accordance with the IDEIA, Education Code requirements, and applicable policies and practices of the SELPA.

The Charter School will provide services for special education students enrolled in the Charter School. The Charter School will follow SELPA policies and procedures, and shall utilize SELPA forms in seeking out and identifying and serving students who may qualify for special education programs and services and for responding to record requests and parent complaints, and maintaining the confidentiality of pupil records.

The Charter School agrees to promptly respond to all District or SELPA inquiries, to comply with reasonable District or SELPA directives, and to allow the District or SELPA access to
Charter School students, staff, facilities, equipment and records as required to fulfill all District obligations imposed by law.

**Staffing**

All special education services at the Charter School will be delivered by individuals or agencies qualified to provide special education services as required by the California Education Code and the IDEIA. Charter School staff shall participate in District or SELPA in-service training relating to special education.

The Charter School will be responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without limitation, special education teachers, paraprofessionals, and resource specialists. The Charter School shall ensure that all special education staff hired or contracted by the Charter School is qualified pursuant to SELPA policies, as well as meet all legal requirements. The Charter School shall be responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to Charter School students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists.

**Notification and Coordination**

The Charter School shall follow SELPA policies as they apply to all SELPA schools for responding to implementation of special education services. The Charter School will adopt and implement polices relating to all special education issues and referrals.

**Identification and Referral**

The Charter School shall have the responsibility to identify, refer, and work cooperatively in locating Charter School students who have or may have exceptional needs that qualify them to receive special education services. The Charter School will implement SELPA policies and procedures to ensure timely identification and referral of students who have, or may have, such exceptional needs. A pupil shall be referred for special education only after the resources of the regular education program have been considered, and where appropriate, utilized.

The Charter School will follow SELPA child-find procedures to identify all students who may require assessment to consider special education eligibility and special education and related services in the case that general education interventions do not provide a free appropriate public education to the student in question.

**Assessments**

The term “assessments” shall have the same meaning as the term “evaluation” in the IDEIA, as provided in Section 1414, Title 20 of the United States Code. The Charter School will determine what assessments, if any, are necessary and arrange for such assessments for referred or eligible
students in accordance with applicable law. The Charter School shall obtain parent/guardian consent to assess Charter School students.

IEP Meetings

The Charter School shall arrange and notice the necessary IEP meetings. IEP team membership shall be in compliance with state and federal law. The Charter School shall be responsible for having the following individuals in attendance at the IEP meetings: the Director and/or the Charter School designated representative with appropriate administrative authority as required by the IDEIA; the student’s special education teacher; the student’s general education teacher if the student is or may be in a regular education classroom; the student, if appropriate; and other Charter School representatives who are knowledgeable about the regular education program at the Charter School and/or about the student. The Charter School shall arrange for the attendance or participation of all other necessary staff that may include, but are not limited to, an appropriate administrator to comply with the requirements of the IDEIA, a speech therapist, psychologist, resource specialist, and behavior specialist; and shall document the IEP meeting and provide notice of parental rights.

IEP Development

The Charter School understands that the decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education shall be the decision of the IEP team, pursuant to the IEP process. Programs, services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the SELPA and State and Federal law.

IEP Implementation

The Charter School shall be responsible for all school site implementation of the IEP. As part of this responsibility, the Charter School shall provide parents with timely reports on the student’s progress as provided in the student’s IEP, and at least quarterly or as frequently as progress reports are provided for the Charter School’s non-special education students, whichever is more. The Charter School shall also provide all home-school coordination and information exchange. The Charter School shall also be responsible for providing all curriculum, classroom materials, classroom modifications, and assistive technology.

Interim and Initial Placements of New Charter School Students

The Charter School shall comply with Education Code Section 56325 with regard to students transferring into the Charter School within the academic school year. In accordance with Education Code Section 56325(a)(1), for students who enroll in the Charter School from another school district within the State, but outside of the SELPA with a current IEP within the same academic year, the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parent, for a period not to exceed thirty (30) days, by which time Charter
School shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law.

In accordance with Education Code Section 56325(a)(2), in the case of an individual with exceptional needs who has an IEP and transfers into the Charter School from a district operated program under the same special education local plan area of the Charter School within the same academic year, the Charter School shall continue, without delay, to provide services comparable to those described in the existing approved IEP, unless the parent and the Charter School agree to develop, adopt, and implement a new IEP that is consistent with federal and state law.

For students transferring to the Charter School with an IEP from outside of California during the same academic year, the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP in consultation with the parents, until the Charter School conducts and assessment pursuant to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code, if determined to be necessary by the Charter School, and develops a new IEP, if appropriate that is consistent with federal and state law.

**Non-Public Placements/Non-Public Agencies**

The Charter School shall be solely responsible for selecting, contracting with, and overseeing all non-public schools and non-public agencies used to serve special education students.

**Non-discrimination**

It is understood and agreed that all children will have access to the Charter School and no student shall be denied admission nor counseled out of the Charter School due to the nature, extent, or severity of his/her disability or due to the student’s request for, or actual need for, special education services.

**Parent/Guardian Concerns and Complaints**

The Charter School shall adopt policies for responding to parental concerns or complaints related to special education services. The Charter School shall receive any concerns raised by parents/guardians regarding related services and rights.

The Charter School’s designated representative shall investigate as necessary, respond to, and address the parent/guardian concern or complaint.

**Due Process Hearings**

The Charter School may initiate a due process hearing or request for mediation with respect to a student enrolled in Charter School if it determines such action is legally necessary or advisable. In the event that the parents/guardians file for a due process hearing, or request mediation, the Charter School shall defend the case.
SELPA Representation

The Charter School understands that it shall represent itself at all SELPA meetings.

Funding

The Charter School understands that it will be subject to the allocation plan of the SELPA.
ELEMENT 2: STUDENT OUTCOMES

Governing Law: The measurable pupil outcomes identified for use by the charter school. “Pupil outcomes,” for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school’s educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school. Education Code Section 47605(b) (5) (B).

OUTCOMES IN THE STATE PRIORITIES

<table>
<thead>
<tr>
<th>Charter School Outcomes Aligned to State Priorities</th>
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<tbody>
<tr>
<td><strong>State Priority #1 (Basic Services)</strong>, The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))</td>
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<tr>
<th><strong>Annual Goals to Achieve Priority #1</strong></th>
<th><strong>Actions to Achieve Annual Goals</strong></th>
<th><strong>Measurable Outcomes and Methods of Measurement</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>- The Learning Choice Academy will hire and maintain a highly qualified faculty who are all properly credentialed and assigned.</td>
<td>- All candidates will undergo a rigorous hiring process, which includes paper screening, interviews, and reference checks.</td>
<td>- 90% satisfaction rating on annual community survey results</td>
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<tr>
<td>- The Learning Choice Academy will obtain the most up-to-date standards aligned instructional materials that will prepare students for college and career.</td>
<td>- Faculty will have 20+ days of targeted professional development, based on Personalized Educator Plans (individual and school goals) and the needs of students based on data.</td>
<td>- 85% of faculty reach Personal yearly Goals set at end of year meeting.</td>
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<tr>
<td>- School facilities are maintained and in good repair.</td>
<td>- School leaders and faculty will research and obtain the most up-to-date standards-aligned materials and</td>
<td>- Less than 10% of faculty leaving TLC after two or fewer years that are a cultural, philosophical and skills fit.</td>
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<td>- Curriculum lead, staff and parents does yearly assessment of materials.</td>
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<td>- 90% of community members agree that the school is clean and</td>
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participate in a yearly updating process.
- Annual community survey.
- Faculty participates in shared decision making process.
- Regular walkthroughs of school facilities by school leadership.

orderly on community survey.
- School leaders rate the school condition as “excellent” on quarterly walkthroughs.

### State Priority #2 (Implementation of CCSS)
Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency

<table>
<thead>
<tr>
<th>Annual Goals to Achieve Priority #2</th>
<th>Actions to Achieve Annual Goals</th>
<th>Measurable Outcomes and Methods of Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>- The Learning Choice Academy will utilize current curriculum to implement CCSS.</td>
<td>- Personalized Individual lessons for each student will address their individual needs and will be revisited yearly.</td>
<td>- 85% ELs are expected to gain one level in CELDT each year until they are RFEP.</td>
</tr>
<tr>
<td>- The Learning Choice Academy curriculum will be designed to support ELs, both for academic content knowledge and English language proficiency.</td>
<td>- All lesson plans will have goals and strategies to support ELs, both for academic content knowledge and English language proficiency.</td>
<td>- 90% of ELs make progress towards EL proficiency as measured by the CELDT.</td>
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<tr>
<td></td>
<td>- 20+ days of professional development, which includes dedicated days for implementing Common Core, and supporting ELs and other struggling students.</td>
<td>- School leadership/department lead yearly audit of curriculum and lesson plans show that 95% of personalized individual lesson plans are aligned to CCSS and CA ELD standards and have supports for ELs and struggling students.</td>
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### State Priority #3 (Parental Involvement)
Parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation

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<thead>
<tr>
<th>Annual Goals to Achieve</th>
<th>Actions to Achieve</th>
<th>Measurable</th>
</tr>
</thead>
</table>
### Achieve Priority #3

<table>
<thead>
<tr>
<th><strong>Annual Goals</strong></th>
<th><strong>Outcomes and Methods of Measurement</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Parents view themselves as a key component of the Charter School’s and student’s success.</strong></td>
<td><strong>80% of parents complete community survey.</strong></td>
</tr>
<tr>
<td><strong>Parents demonstrate high satisfaction with the Charter School’s program.</strong></td>
<td><strong>Parental attendance at community events, community meetings, monthly meetings is an important factor of our school Triad model.</strong></td>
</tr>
<tr>
<td><strong>Published list of differentiated opportunities for parental involvement.</strong></td>
<td><strong>90% parent satisfaction with Charter School program.</strong></td>
</tr>
<tr>
<td><strong>Regular, designated times for parents to give feedback to school leadership (meetings, PAC, etc.).</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Annual community survey.</strong></td>
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</tbody>
</table>

### State Priority #4 (Student Achievement)

Pupil achievement, as measured by all of the following, as applicable:

- **A. Statewide assessments (STAR, or any subsequent assessment as certified by SBE)**
- **B. The Academic Performance Index (API)**
- **C. Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education**
- **D. Percentage of ELs who make progress toward English language proficiency as measured by the CELDT**
- **E. EL reclassification rate**
- **F. Percentage of pupils who have passed an AP exam with a score of 3 or higher**
- **G. Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (E.C. §99300 et seq.) or any subsequent assessment of college preparedness**

### Annual Goals to Achieve Priority #4

<table>
<thead>
<tr>
<th><strong>Actions to Achieve Annual Goals</strong></th>
<th><strong>Measurable Outcomes and Methods of Measurement</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>All students will become proficient in English, math.</strong></td>
<td><strong>90% or more of all students who have been enrolled in TLC for 3 consecutive years will demonstrate at least one year of growth on the CST, CCSS, and</strong></td>
</tr>
<tr>
<td><strong>Students perform well on formal/informal and/or core assessments.</strong></td>
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</tr>
<tr>
<td><strong>Standards based and aligned curriculum.</strong></td>
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</tr>
<tr>
<td><strong>Regular benchmark assessments (minimum 3x per year). Aligned to standards.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Extensive student</strong></td>
<td></td>
</tr>
</tbody>
</table>
- Students show growth on benchmark assessments.
- All students show growth on formal/informal assessments.

  support structures (summer school, remediation courses, office hours, tutoring, differentiated instruction) to meet graduation requirements (UC A-G).
- Curriculum and personalized lesson plans designed to support ELs and struggling students.
- Extensive professional development, (5+ days) specifically to analyze results of and create action plans for benchmark assessments and to support struggling students and subgroups.

  90% or more of students will earn a passing grade of C or above in their courses.
- On average, 90% of students are basic or above on STAR or CCSS.
- 90% of all subgroups score proficient or above on STAR or CCSS.
- 90% of students pass CAHSEE on first attempt.
- 90% of students complete UC A-G requirements.
- 85% ELs are expected to gain one level in CELDT each year until they are RFEP.

  formal/informal or core assessment.

**State Priority #5 (Student Engagement).** Pupil engagement, as measured by all of the following, as applicable:

A. School attendance rates
B. Chronic absenteeism rates
C. Middle school dropout rates (EC §52052.1(a)(3))
D. High school dropout rates
E. High school graduation rates

<table>
<thead>
<tr>
<th><strong>ANNUAL GOALS TO ACHIEVE PRIORITY #5</strong></th>
<th><strong>ACTIONS TO ACHIEVE ANNUAL GOALS</strong></th>
<th><strong>MEASURABLE OUTCOMES AND METHODS OF MEASUREMENT</strong></th>
</tr>
</thead>
</table>
| - Students attend school regularly, consistently and on time, and do not drop out. | - Meetings with supervising teacher to support students.  
- Personalized Learning Plans.  
- Extensive support structures, including study hall, support classes, one-on-one | - 95% Average Daily Attendance.  
- Less than 3% Middle School Dropout rate.  
- Less than 5% High School Dropout Rate.  
- 90% High School |
tutoring.

- Extensive community building via orientation, weekly bulletin, clubs, and monthly meeting.

Graduation Rate.

**State Priority #6 (School Climate).** School climate, as measured by all of the following, as applicable:

A. Pupil suspension rates
B. Pupil expulsion rates
C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness

<table>
<thead>
<tr>
<th><strong>Annual Goals to Achieve Priority #6</strong></th>
<th><strong>Actions to Achieve Annual Goals</strong></th>
<th><strong>Measurable Outcomes and Methods of Measurement</strong></th>
</tr>
</thead>
</table>
| • Personalized Learning students at The Learning Choice Academy Charter School will demonstrate respect for individual differences, self-regulation, and character values of integrity and personal ownership.  
• Student suspension and expulsion rates will stay low or will decrease. | • Personalized Learning Plans.  
• Analysis of and action plans from community surveys.  
• Leadership staff will ensure a positive learning environment is in place during classroom and school walkthroughs. The Executive Director will facilitate trainings as needed to help teachers ensure students are engaged, feel safe, and respected.  
• All staff will serve as a model for positive interactions through his/her demeanor and daily interactions with the Charter School community  
• EP’s will ensure that parents and students understand the school’s behavior | • Less than 5% suspensions.  
• Less than 1% expulsions.  
• 90% of students are satisfied with The Learning Choice Academy on community survey.  
• 90% of parents are satisfied with The Learning Choice Academy on community survey. |
expectations and related consequences through parent orientation, parent meetings, school assemblies, and Parent/student Handbook.

- Leadership Staff and EPs will oversee the implementation of character education and School ESLRs through a school-wide monthly character focus, classroom meetings, and parent meetings.

- The Executive or Assistant Director will monitor suspension and expulsion rates to inform policy and decision-making about the effectiveness of the school’s current efforts to create a positive school climate.

- The Events Coordinator and EPs will oversee the distribution of parent, student, and staff surveys (translated as needed) to inform policy and decision-making about the effectiveness of the Charter School’s efforts to create a positive school climate.

**State Priority #7 (Course Access).** The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs.
“Broad course of study” includes the following, as applicable:

Grades 1-6: English, mathematics, social sciences, science, visual and performing arts, health, physical education, and other as prescribed by the governing board. (E.C. §51210)

Grades 7-12: English, social sciences, foreign language(s), physical education, science, mathematics, visual and performing arts, applied arts, and career technical education. (E.C. §51220(a)-(i))

<table>
<thead>
<tr>
<th>ANNUAL GOALS TO ACHIEVE PRIORITY #7</th>
<th>ACTIONS TO ACHIEVE ANNUAL GOALS</th>
<th>MEASURABLE OUTCOMES AND METHODS OF MEASUREMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>• The Learning Choice Academy students will receive a well-rounded education and instruction that integrates multiple content areas.</td>
<td>• Rigorous graduation requirements, including meeting A-G requirements.</td>
<td>• 85% of students graduate on time.</td>
</tr>
<tr>
<td>• Students with exceptional needs and all ELs, high and low-achieving students will receive modifications and differentiated curriculum to meet their needs.</td>
<td>• Extensive Support Systems (tutoring, office hours, support classes, tutoring, summer school, etc.).</td>
<td>• 90% of parents, students and teachers identify the coursework as a broad course of study on community survey.</td>
</tr>
<tr>
<td></td>
<td>• The Executive Director or Assistant Director will ensure that progress is monitored through the use of a data and assessment management system, like Data Director, to track performance of numerically significant subgroups.</td>
<td>• Annual review of course and curricular by administration and leadership team indicate a broad course of study.</td>
</tr>
<tr>
<td></td>
<td>• Annual review of course and curricular offerings to ensure broad course of study.</td>
<td></td>
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</tbody>
</table>

State Priority #8 (Other Student Outcomes). Pupil outcomes, if available, in the subject areas described above in #7, as applicable.

<table>
<thead>
<tr>
<th>ANNUAL GOALS TO ACHIEVE PRIORITY #8</th>
<th>ACTIONS TO ACHIEVE ANNUAL GOALS</th>
<th>MEASURABLE OUTCOMES AND METHODS OF MEASUREMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goal 1: All students will</td>
<td>• Regular benchmark</td>
<td>• 90% or more of all</td>
</tr>
</tbody>
</table>
become proficient readers and writers of the English Language.  
Goal 2: All students will become proficient in mathematical skills and content.  
Goal 3: All students will become proficient in science concepts and scientific thinking.  
Goal 4: All students will become proficient in social science practice and content.  

<table>
<thead>
<tr>
<th>Assessments (minimum 3x per year) aligned to standards.</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Extensive student support structures (summer school, remediation courses, office hours, tutoring, and differentiated instruction).</td>
</tr>
<tr>
<td>• Rigorous graduation requirements (A-G).</td>
</tr>
<tr>
<td>• Curriculum and Personalized lesson plans designed to support ELs and struggling students.</td>
</tr>
<tr>
<td>• Extensive professional development, (20+ days) specifically to analyze results of formal/informal assessments and to support struggling students and subgroups.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Students who have been enrolled in TLC for 3 consecutive years will demonstrate at least one year of growth on the English STAR test or CCSS test.</th>
</tr>
</thead>
<tbody>
<tr>
<td>• 90% of students will show growth on their formal/informal or core assessments for English.</td>
</tr>
<tr>
<td>• 90% or more of all students will earn a passing grade of C or above in their English course.</td>
</tr>
<tr>
<td>• 90% or more of all students who have been enrolled in TLC for 3 consecutive years will demonstrate at least one year of growth on the Math STAR test or CCSS test.</td>
</tr>
<tr>
<td>• 90% of students will show growth on their formal/informal or core assessments for Math.</td>
</tr>
<tr>
<td>• 90% or more of students will earn a passing grade of C or above in their math course.</td>
</tr>
<tr>
<td>• 90% of students will show growth on their formal/informal or core assessments for Science</td>
</tr>
<tr>
<td>• 90% or more of students will earn a passing grade of C or above in their science course.</td>
</tr>
</tbody>
</table>
| • 90% of students will show growth on their TLC Charter Renewal Petition - Page 37 of 184
A. MEASURABLE STUDENT OUTCOMES

A crucial part of TLC’s plan for overall excellence is the establishment of clear academic and related goals for each student and for the Charter School, as well as clear ways to measure progress toward those goals. Results showing how TLC has fulfilled previous charter goals (a progress summary) is attached in Appendix B.

Academic Outcomes

TLC utilizes a variety of assessments to evaluate student learning. Students and EPs use assessment results to modify the teaching/learning process to improve the educational progress of all students. Formal assessments used include CELDT, CAHSEE, STAR, and STAR Reading/Math, as well as other assessments that are embedded in the curriculum. TLC requires each student to take the Star reading/math multiple times a year, which is aligned with grade specific benchmarks as well as aligned to the CCSS. These assessments have noted that TLC has made significant gains in English Language Arts proficiency as measured on STAR CSTs, and the Star Reading assessment, while results in mathematics have been less positive. This has also allowed TLC to track performance throughout the year and analyze the academic gains and
struggles of each student individually. Based on the information gathered through these assessments, TLC has established several core academic goals, measurements, and performance criteria for students. They are as follows:

**Goal I: Mathematics:** TLC students will demonstrate academic progress in Mathematics, both schoolwide and for all numerically significant pupil subgroups.

**Measurement:** Scores in the statewide assessment (STAR), school-wide assessment (STAR Accelerated Math and/or TLC Benchmarks), end-of-chapter/textbook assessments and/or performance based rubrics of student work portfolio.)

**Performance Criteria:** Of all students enrolled in The Learning Choice Academy for Three consecutive years, 90% will meet or exceed grade level standards or will demonstrate an equivalent of one year’s academic progress in Mathematics for each year of instruction at The Learning Choice Academy.

**Goal II: Language Arts:** TLC students will demonstrate academic progress in Language Arts, both schoolwide and for all numerically significant pupil subgroups.

**Measurement:** Scores in the statewide assessment (STAR), school-wide assessment (STAR Accelerated Math and/or TLC Benchmarks), end-of-chapter/textbook assessments and/or performance based rubrics of student work portfolio.)

**Performance Criteria:** Of all students enrolled in The Learning Choice Academy for three consecutive years, 90% will meet or exceed grade level standards or will demonstrate an equivalent of one year’s academic progress in Language Arts for each year of instruction at The Learning Choice Academy.

**Goal III: Graduation:** TLC high school students will fulfill all graduation requirements.

**Measurement:** Completion of required coursework with a minimum GPA and successful passing of the California High School Exit Exam (CAHSEE).

**Performance Criteria:** Of all high school seniors enrolled in The Learning Choice Academy for the last three consecutive years, 90% will successfully complete all requirements for a diploma, as specified in the Student Handbook.

**Goal IV: School Community:** TLC Academy high school students will contribute to community well-being.

**Measurement:** Submission of the description of work for an approved community organization and a log of service hours signed by a community leader, and a reflection paper.

**Performance Criteria:** Of all high school seniors enrolled in The Learning Choice Academy for the last two consecutive years, 95% will have completed a community service project by the time they are seniors.
**Goal V: Attendance:** TLC Academy students will maintain regular attendance.

**Measurement:** Attendance validated through the quality and quantity of student work, as reviewed by professional, credentialed teachers.

**Performance Criteria:** Of all students enrolled in The Learning Choice Academy for a minimum of six months, 95% will maintain regular attendance.

**B. ACADEMIC PERFORMANCE INDEX**

TLC complies with all applicable state laws regarding the Academic Performance Index (API). TLC’s API scores and growth targets are developed by the CDE. TLC participates in all assessments and report all data needed to generate an API score.

Part of each year’s evaluation of the Charter School program by the TLC Board of Directors includes information on whether TLC attained its stated API growth targets. The staff of Educational Partners, education specialists, and administrators annually evaluate whether the TLC program needs to make any adjustments in order to meet its API targets.
ELEMENT 3: ASSESSMENT

Governing Law: The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card. Education Code Section 47605(b)(5)(C).

The Charter School affirms that its methods for measuring pupil outcomes for State Priorities, as described in Element 2 of this charter, shall be consistent with the way information is reported on a School Accountability Report Card as required by Education Code Section 47605(b)(5)(C).

A. METHODS OF ASSESSMENT

Student Assessment Strategies

TLC shall adhere to the same accountability measures, administer the same state assessments, and follow the same proficiency measures as all public schools in California, in addition to using its own internal assessment tools. The schematic and discussion below illustrate how TLC’s various assessments combine with top quality curriculum and instruction to improve student achievement and maintain a high level of accountability.

TLC’s assessment efforts begin with a thorough placement test and progress assessment, which help to customize the student’s academic program and formulate the Personalized Learning Plan. TLC also utilizes ongoing online and offline assessments to measure student progress on the curriculum, and a standardized assessment tool to measure student gains over the school year. Specifically, TLC uses the following assessments and standardized tests to measure pupil progress:

• Placement: Starting as early as Kindergarten Students will take by monthly assessments in reading and math. These tests will help parents/teachers select their appropriate level of curriculum and plan their instructional program for the year.

• Ongoing informal assessments, Unit assessments, formal/informal assessments and portfolios: During each phase of their curriculum mastery, students may engage in several assessments that tap into all levels of student thinking. Each subject in the TLC curriculum is broken into logical units of study. Throughout each unit, students are required to complete a series of offline and online assessments. Offline assessments may include written compositions, science lab reports, short answers and essays, book responses, and a variety of work samples which will make up a student’s portfolio. These assessments are evaluated in a collaborative effort with parent, student and TLC Partner. Online assessments include several quizzes and a unit test. While the quizzes are brief and frequent (occurring after every third or fourth lesson), the unit tests are more comprehensive and occur at the end of an entire unit. The Parent/Teacher will generally monitor student performance on these assessments with program Educational Partners or HQT providing input as needed.
• **State-mandated assessments:** Each Spring, TLC students participate in the required State Assessment as prescribed by the county Department of Education. The California Modified Assessment (“CMA”) and the California Alternate Performance Assessment (“CAPA”) is offered for special education students if warranted by IEP. Student report cards and grades ultimately include a balanced combination of quizzes, tests, work samples (portfolio items) and Parent/Teacher feedback. High school students in grades 10th – 12th are also required to participate in the CAHSEE.

TLC is dedicated to meeting or exceeding all of California’s goals and grade level requirements. At in-person, proctored locations, TLC students participate in proficiency tests and all other assessments required by the State of California. Results of these annual assessments will be reported through the California Department of Education, as well as communicated directly to TLC parents. Participation in the State testing program will allow for accurate comparisons between schools.

• **CELDT:** is a test of English Language Proficiency in required in California public schools each year for English Learners. The test is aligned with the English Language Development standards approved by the State Board of Education. CELDT measures a student’s proficiency of English language skills in listening, speaking, reading, and writing. The purpose of CELDT is to identify new students who are English learners, determine their level of English proficiency, and assess their progress in learning English annually. If needed TLC will administer the Idea Proficiency Test (IPT) or the Student Oral Language Observation Matrix (SOLOM ) assessment.

• **PFT:** As described by the California Department of Education, the physical fitness test (PFT) for students in California schools is the FITNESSGRAM®. The main goal of the test is to help students in starting lifelong habits of regular physical activity. Students in grade five, seven and nine take the fitness test, which provides criterion-referenced standards to evaluate fitness. These standards represent minimum levels of fitness known to be associated with those health and physical characteristics that offer protection against diseases resulting from physical inactivity. Achievement of the fitness standards is based upon a score falling in the Healthy Fitness Zone (HFZ) for each of six fitness areas. The HFZ represents minimal levels of satisfactory achievement on the tasks. The goal is for students to achieve the HFZ for all six fitness areas of the physical fitness test.

**School Assessment Policies**

Responsibility for monitoring, evaluating, adjusting, and adhering to the state’s standardized assessment policies and practices follows a traditional model. Educational Partners have primary responsibility for assigning assessments, reviewing the completed work and providing feedback to administrators. The Charter School Director oversees the assessment program and works with education specialists in evaluating and making recommendations for changes.

The Director has ultimate responsibility for ensuring that TLC is fulfilling the expectations and obligations under charter school law, the Charter, and TLC Board of Directors approved school policy.

**Schoolwide Assessment Strategies**
In addition to assessment of students, TLC has in place a variety of measures for determining the success of the overall school program and the Charter School staff:

**School self-assessment/evaluation:** TLC has very specific and measurable objectives for success, based upon the academic progress of its students and upon the Charter School’s performance on the following non-academic measures:

- Parent surveys, rating the responsiveness, effectiveness, and instructional expertise of the Charter School as a whole.
- Aggregate performance of enrolled students based on a value-added improvement model as documented through data captured by the Charter School’s Accountability Team.
- The Charter School Director is regularly evaluated by the TLC Board of Directors. The Board evaluates the effectiveness of the Charter School Director in all areas related to the day-to-day operations of the Charter School, as well as areas related to overall school performance. The TLC Board of Directors and the Charter School Director have a direct interface to review the evaluation and make any revisions necessary.

**B. USE AND REPORTING OF DATA**

TLC’s Data System captures all needed data about students and their performance. This data is accessible to school staff and Educational Partners, on a moment-by-moment, day-by-day basis. In addition, this data is used for formal reporting to various stakeholders on the students’ – and the Charter School’s – instructional progress. Specifically, TLC provides the following:

- **Data Tools:** Both Parent-teachers and Educational Partners have a variety of assessment tools to identify each student’s strengths and areas of need for improvement. A key aspect to TLC assessments is the detailed feedback that is provided by the Educational Partners beyond the simple right/wrong grading of many traditional assessment vehicles. TLC also utilizes a variety of advanced data visualization tools that will provide students, parents, Educational Partners, school administrators, institutional partners, regulators and researchers with views of how students are performing.

- **Annual progress reports:** At least once annually, the Charter School will account for its progress towards its performance measures to all stakeholders, including Parents/guardians, the District, the community, and the California Department of Education. The Charter School may choose to formalize this process through the review and revision of an annual Strategic Plan.

- **All required reports:** A School Accountability Report Card (SARC) is developed annually by TLC staff with the aid of District staff, and is made available to the TLC Board of Directors, parents, District staff, and (if requested or if available on-line) members of the public.

- In addition, going forward, the Local Control Accountability Plan (“LCAP”) will be included in the SQR process as a tool to monitor progress towards the School’s required objectives. The LCAP will be developed in accordance with the appropriate template.
adopted by the SBE after it becomes available and published for use. Beginning July 1, 2015, the LCAP will be reviewed and updated annually, and submitted to SDUSD in accordance with Education Code Section 42604.22(a)(2). The Charter School intends to use the results of the SQR, including the LCAP, to improve teaching and learning for its students.
ELEMENT 4: GOVERNANCE

_Governing Law: The governance structure of the school, including, but not limited to, the process to be followed to ensure parental involvement. Education Code Section 47605(b)(5)(D)._

A. **FOUNDING GROUP**

The founders of TLC were a group of teachers who came together under a united vision.

**Parent Advisory Council**

The Parent Advisory Council meets quarterly to advise the Director/Assistant Director and staff on program direction. The Council is made up of two parents from each site and elected by their peers for one-year term. The responsibilities of the council shall be to:

- Keep the lines of communication open between parents and staff
- Keep TLC staff apprised of personalized learning trends that are valuable to parents
- Give parents a forum to express their needs
- Help parents understand legal compliance issues
- Participate in program evaluation and goal setting

B. **GOVERNANCE STRUCTURE**

**Corporate Status**

The Charter School is a directly funded independent charter school and will be operated as a California Nonprofit Public Benefit Corporation, pursuant to California law upon approval of this charter.

The Charter School will operate autonomously from the District, with the exception of the supervisory oversight as required by statute and other contracted services as negotiated between the District and the Charter School. Pursuant to California Education Code Section 47604(c), the District shall not be liable for the debts and obligations of the Charter School, operated as a California non-profit public benefit corporation, or for claims arising from the performance of acts, errors, or omissions by the Charter School as long as the District has complied with all oversight responsibilities required by law.

Attached, as Appendix C, please find the Charter School Articles of Incorporation, Corporate Bylaws, and Conflicts Code.

**Board of Directors**

The Charter School will be governed by a corporate Board of Directors (“Board” or “Board of Directors”) in accordance with its adopted corporate bylaws, which shall be consistent with the terms of this charter.
As specified in the Bylaws, the Board shall have at least three (3) and no more than seven (7) directors. The Board composition shall include the following: one (1) community representative, one (1) community representative with a background in education, two (2) parent representatives and one (1) staff representative. The Charter School community, consisting of the staff and parents/legal guardians of The Learning Choice Academy, shall nominate individuals for Board candidacy by a majority vote. Each member of the school community is entitled to a single vote. Voting shall take place in May or June each year. All board members, except for the representative of the charter authorizer, shall be designated by the existing Board of Directors.

Each director shall hold office unless otherwise removed from office in accordance with the Bylaws for two (2) years and until a successor director has been designated and qualified.

The Charter School Director actively recruits Board members who have professional skills that complement or add to the existing staff composition and places them for consideration. TLC Board of Directors will evaluate the potential members’ credibility and integrity within the community.

The bylaws provide for a minimum of one position to be held by a community leader. This position will be filled by someone familiar with the community in which the TLC is operating. The TLC Board of Directors also considers members’ professional, educational, and practical experience. At least one position is to be held by someone with expertise in education.

In order to insure parental involvement in the governance of the Charter School, at least one position will be the parent or guardian of a student enrolled in TLC.

In order to insure Staff involvement in the governance of the Charter School, at least one position will be a Staff member of TLC.

In accordance with Education Code Section 47604(b), the District may appoint a representative to sit on the Board of Directors.

**Roles and Responsibilities**

The TLC Board of Directors governs TLC. The Board sets policy and hires contractors, including those providing the management, curriculum, technology and instructional services. Additionally, the TLC Board of Directors is responsible for assuring that all aspects of the financial and programmatic accountability systems fulfill TLC’s contract with the District as well as its obligations to the California Department of Education. The TLC Board of Directors adopts all policies as required for the independent study program of TLC. The Board meets monthly to conduct school business in a timely fashion.
TLC Board of Directors Training

In order to insure smooth operations and effective Board practices, the Board undergoes an annual training in the Brown Act and conflict of interest laws and is always invited to attend the annual charter school conferences (CCSA, CSDC or County office of Education).

Compliance with Corporate Law

The TLC Board of Directors adheres to all applicable laws for non-profit public benefit corporations operating a charter school, including but not limited to the laws regarding interested parties and conflict of interest. In addition, at such time as the TLC Board of Directors assumed responsibility for TLC as a public charter school (i.e. following charter approval by the District), the Board agreed to conduct its business in compliance with the Ralph M. Brown Act (Open Meeting Laws). TLC adopted a Conflict of Interest Code, as required under the Political Reform Act.

Operating Structure

The operating structure of the Charter School is similar to a traditional educational environment with a School Director who will supervise an administrative staff and Educational Partners. The Charter School Director acts according to the policies and procedures as approved by the TLC Board of Directors. The Charter School Director acts in an information and advisory capacity to the Board, and is responsible for implementing Board policies in the day to day operation of the Charter School. All personnel decisions concerning the Charter School Director and the Educational Partners and administrative staff are the responsibility of the Board.

The Board may initiate and carry on any program or activity or may otherwise act in a manner which is not in conflict with or inconsistent with or preempted by any law and which are not in conflict with this charter or the purposes for which schools are established.

The Charter School shall comply with the Brown Act.

The Charter School has adopted a conflicts code which complies with the Political Reform Act, Corporations Code Conflicts of Interest rules, and which shall be updated with any charter school specific conflicts of interest laws or regulations. As noted above, the Conflicts Code is attached within Appendix C. As required, the Conflicts Code will be submitted to the County Board of Supervisors for approval.

The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an employee of the Charter School any of those duties with the exception of budget approval or revision, approval of the fiscal audit and performance report, and the adoption of Board policies. The Board however, retains ultimate responsibility over the performance of those powers or duties so delegated. Such delegation will:

- Be in writing;
- Specify the entity designated;
• Describe in specific terms the authority of the Board of Directors being delegated, any conditions on the delegated authority or its exercise and the beginning and ending dates of the delegation; and
• Require an affirmative vote of a majority of Board members.

The Charter School Board of Directors will attend an annual in-service for the purposes of training individual board members on their responsibilities with topics to include at minimum Conflicts of Interest, and the Brown Act.

The Role of the Charter School Director

The Board believes that the primary responsibility of Director is to oversee the affairs of The Learning Choice Academy for the ultimate benefit of the students and community. The Board agrees that day-to-day management of The Learning Choice Academy is the responsibility of the school leadership and that the role of the Board is to oversee the Charter School’s strategic direction, and leadership performance of that function.

While the Director oversees the day-to-day operations of the Charter School, he/she must also have a close working relationship with the Board. The Director will report to the Board at each meeting, providing reports regarding the Charter School’s academic and financial status. The Board will review all current and past academic performance at TLC, adopt and revise the annual operating budget, and guide specific goals throughout each school year. At each Board meeting, the Board will also review/approve all recent expenditures, expected revenues, and any upcoming expenditure to assure that all financial operations are in line with the mission of TLC, the charter, and in compliance with all federal, state, and local regulations as applicable to charter schools.

C. PARENTAL AND STUDENT INVOLVEMENT IN DECISION-MAKING

One of the goals of TLC is a high level of parental involvement in the Charter School. This extends beyond the central role parents play in their own children’s day-to-day learning, and allows Parents/guardians to also be integrally involved in shaping TLC and making certain that it fulfills its overall mission. Parents play an active role on the TLC Board of Directors (see above). Furthermore, parents, staff, and students may serve on the Parent Advisory Committee and/or committees as needed to advise the TLC Board of Directors or the Charter School administration on specific matters of interest and concern.

Because the Charter School’s goal is to provide all parents with the opportunity to be informed about and participate in school-level decision-making, information about the TLC Board of Directors meetings, agendas, and activities is readily available to all families. For example, contact information for Board members is posted on the website. In addition, all board meeting notices and minutes are posted at each school site lobby.

D. GOVERNANCE FOR SUCCESS
The governance structure outlined above is designed to ensure success for TLC. The TLC Board of Directors maintains local control over the Charter School and assures that the Charter School receives input in decision making from all stakeholders: parents, staff and community members. At the same time, the educational program, the technological infrastructure, and the day-to-day operations of the Charter School will be managed by the Charter School Director and staff, a group dedicated to providing high quality professional educational services to children of all backgrounds.

TLC, along with the oversight and guidance of the District, created a charter school that sets new standards of excellence in the Personalized Learning school arena. This provides a stable high-quality educational choice for families in San Diego County, as well as neighboring counties.
ELEMENT 5: EMPLOYEE QUALIFICATIONS

Governing Law: The qualifications to be met by individuals to be employed by the school. Education Code Section 47605(b)(5)(E).

Teacher Certification

TLC retains and employs teaching staff who hold appropriate California teaching certificates, permits, or other documents issued by the Commission on Teacher Credentialing. The teaching staff are considered “Educational Partners.”

These Educational Partners assign the teaching of the core academic courses in mathematics, language arts, science, and history/social studies. Educational Partners are responsible for overseeing the students' academic progress, and for monitoring grading and matriculation decisions, as specified in the Charter School's operational policies.

All credential documents are maintained on file at all times at the Charter School office, and are available upon request for inspection by the District. All credentials follow required NCLB specifications and charter law. Highly Qualified teachers oversee the selection of curricula, lesson design and instruction in all Core subjects. Teachers are placed into Professional Learning Communities (PLCs) where teachers are grouped by grade level or subject. They will discuss the progress of students, the use of curriculum, and implementing common core standards within the personalized lesson plans.

TLC may also employ or retain non-certificated instructional support staff in any case where a prospective staff member has an appropriate mix of subject matter expertise, professional experience, and the demonstrated capacity to work successfully in an instructional support capacity. Instructional support staff will not assign grades or approve student work assignments without the approval of a Highly Qualified teacher, except in non-core or non-college preparatory courses and activities. All non-certificated staff will possess experience and expertise appropriate for their position within the Charter School and the Charter School's adopted personnel policies.

Staff Recruitment

TLC recruits staff through a variety of channels, including networking with District human resources personnel, area charter schools, and charter school organizations; outreach via enrolled families; and special outreach to Educational Partners and administrators who are seeking a more flexible or alternative environment due to changing family responsibilities.

Employee qualifications

TLC has set the following experience and qualifications standards for key personnel:

- **School Director**- Prefer an advanced degree and a minimum 3 years management or administrative experience. A former school director or teacher is ideal. Must be technologically literate and have good communication skills. Must be able to build
consensus and to inspire Educational Partners to teach, students to learn, and parents to engage in their child’s learning while following the mission of the Charter School.

- **Assistant Director**- Prefer an advanced degree and a minimum 2 years management or administrative experience. A former school principal or teacher is ideal. Must be technologically literate and have good communication skills. Must be able to build consensus and to inspire Educational Partners to teach, students to learn, and parents to engage in their child’s learning while following the mission of the Charter School.

- **Teaching Staff**- Educational Partners (as defined above) will hold a California teaching credential (or other document issued by the California Commission on Teacher Credentialing) as required by state and federal law for charter schools. All teaching staff must be skilled at teaching a standards-based curriculum and incorporating innovative approaches to instruction. Educational Partners should demonstrate good communication skills and be technology literate. Special attention will be paid to applicants who have experience in individualized instruction.

At least one teacher will have experience and/or a certification in Special Education.

- **IT Manager**- Prefer a Bachelor’s Degree in Informational Technology. At least two years experience in IT, School computer systems. Must be able to direct, plan, organize and control all functions of the Information Technology/Information Systems department. Oversee all internal help desk, support and configuration for data systems, network and voice system functionality, staff equipment, and classroom labs; escalating extended issues related to equipment either to appropriate warranty repair or service provider support. Collaborate with ERATE consultants in order to secure and maintain school technology plan, RFP and competitive bidding for voice and network service. Setup and maintenance of Directory Services or alternative for managing staff, student and guest user accounts for internal and external systems and equipment. Create, disable, and edit user accounts in accordance with employment or student status within the organization.

**CALPADS** - Oversee all steps related to providing accurate and timely data to the state system including: data integrity and reporting, user account management, coordinating timelines and personnel resources for certification reporting periods, handling errors, reporting bugs as related to data exports from SPSIS or user created errors. Networks Provision and implement equipment and services necessary for organization's Local Area Networks to function securely and effectively for purposes of accessing external services, local file sharing, e-mail, web browsing, printing and general internet access, configuration and maintenance of IP Address assignment schema, MAC filtering, Wireless Access security and configuration, web-content filtering appliance or service, Overseen the acquisition and deployment of general maintenance, update and upgrade schedules to server, staff and student lab workstations in order optimize user productivity and minimal downtime.

- **Business Office Manager**-Must have knowledge in business or Finance; Preferably a Bachelor’s Degree in Business or Finance. Minimum two years experience as Office Manager, operations manager or Administrative assistant. Excellent Oral and written
communication skills. Perform a variety of responsible, office-clerical duties to resolve purchase order discrepancies; contact staff and vendors to follow-up on overdue, lost, and damaged items; and provide customer service information in the Procurement and Distribution Department. Inspect and verify invoices and purchase orders; maintain and process an assigned segment of financial records and provide specialized information to vendors and staff. Expedite deliveries of purchase orders and resolve problems of overdue or incorrect delivery of shipments with vendors; assist Buyers with routine purchasing functions and direct the work of clerical assistants as assigned. Independently maintains one or more specialized fiscal recordkeeping systems and provides specialized and complex information or financial services for the school in a public contact assignment. Independently perform duties related to the purchase of schools supplies, materials, equipment, and services in assigned buying areas.

- **Administrative assistant**- Preferably a Minimum of 2 years as a secretary, human resources, or clerical. Must have knowledge of Modern office organization, procedures, practices, equipment and layout. Board of Education rules, regulations, policies, procedures, organization and function. School organization, policy and standard procedures. Use of standard office equipment including microcomputers and related software applications. Correct English usage, grammar, spelling, punctuation, and vocabulary. Must have the ability to compose routine and specialized correspondence and reports using proper grammar, spelling, punctuation and vocabulary with superior proficiency. Operate standard office equipment including microcomputers, database, and word processing and spreadsheet software applications. Establish and maintain effective working relationships with others. Exercise diplomacy, tact and independent judgment. Exercise initiative and make sound decisions. Analyze situations accurately and adopt an effective course of action. Meet schedules and timelines; plan and organize work. Maintain records and prepare reports; research topics and resources for information. Work independently with little direction; follow specific directions when given. Read, interpret, apply and explain rules, regulations, policies and procedures

### Staff and Parent/Teacher Training

TLC provides a complete training program for Educational Partners, the Charter School Director, and other staff who will have direct contact with students. Training topics will include the TLC curriculum and instructional techniques. Throughout the year, TLC staff members have multiple opportunities to participate in professional development activities for the Charter School. Because they are working together physically in the TLC local offices, the TLC Educational Partners and School Director may also provide their own informal ongoing professional development. Additional training in health and safety areas may be included as needed to comply with the Charter School’s health and safety policies.

In addition, Parents and other designated Parent/Teachers are fully briefed on their responsibilities within TLC, and are asked to sign an agreement to fulfill those responsibilities. Training is offered on the curriculum and on technology basics. As Parent/Teachers carry out their roles, they are encouraged to draw upon the support of the Educational Partners whenever
they need assistance in curriculum or instruction. For technical problems, TLC’s Technical Support staff is available as needed.

B. COMPENSATION AND BENEFITS

The Charter School Director and teaching staff are compensated comparably with their counterparts in traditional California public schools. The TLC Board of Directors have approved a salary schedule and staffing plan for the Charter School that will maximize quality while assuring the financial stability of the Charter School. Full-time employees receive benefits, including retirement benefits as described in Element 11.
ELEMENT 6: HEALTH AND SAFETY

**Governing Law:** The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the school furnish the school with a criminal record summary as described in Section 44237. Education Code Section 47605(b)(5)(F).

TLC has implemented a comprehensive set of health, safety, and risk management policies. These policies have been developed in consultation with the Charter School's insurance carriers and following review of District policies. A comprehensive set of health and safety policies are maintained at each TLC facility and/or resource center. They, at a minimum, address and/or include the following topics:

- A requirement that all enrolling students and staff provide records documenting immunizations or signed personal belief waivers to the extent required for enrollment in non-charter public schools. All rising 7th grade students must be immunized with a pertussis (whooping cough) vaccine booster.
- Policies and procedures for response to natural disasters and emergencies, including fires and earthquakes.
- Policies relating to preventing contact with blood-borne pathogens and providing training to employees on such prevention.
- A policy requiring that instructional and administrative staff receive training in emergency response, including appropriate "first responder" training or its equivalent, and/or hold current certificates in emergency response.
- Policies relating to the administration of prescription drugs and other medicines.
- A policy that the Charter School will be housed in facilities that have received state Fire Marshal approval and that have been evaluated by a qualified structural engineer who has determined that the facilities present no substantial seismic safety hazard, and that the Charter School will maintain appropriate facility compliance documents on file.
- A policy establishing that the Charter School functions as a drug, alcohol, and tobacco free workplace.
- A requirement that each employee and contractor of the Charter School submits to a criminal background check and furnishes a criminal record summary as required by Education Code Sections 44237 and 45125.1.
- A policy regarding health screenings for student, such as vision, hearing, etc.
- A policy regarding distribution of an information sheet regarding Type 2 Diabetes to 7th grade students.
- Policies regarding visitors to the Charter School facility, and other school security issues.
- Requirements for employees to undergo Tuberculosis testing as required by law.
- Policies to insure the Charter School is in compliance with federal sexual harassment prevention guidelines and is maintaining a learning and work environment that is free from sexual harassment.

These policies have been incorporated as appropriate into the Charter School's student and staff handbooks and are reviewed on an ongoing basis in the Charter School's staff development efforts and governing Board policies.
The Charter School will review and update its health and safety policies annually by October, and will submit its emergency response plan to the District Police Department for review.
ELEMENT 7: RACIAL AND ETHNIC BALANCE

Governing Law: The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the district to which the charter petition is submitted. Education Code Section 47605(b)(5)(G).

The Learning Choice Academy attempts to reflect the racial and ethnic balance of the general population residing within the District. Through extensive community outreach and full disclosure about the Charter School’s program, TLC seeks to attract those students and families who are most committed to student success in a Personalized Learning school setting. Lottery selection allows for fair and equitable selection of students in the event that more students apply than can be accommodated. Sibling preference helps committed families handle the logistics of successful participation in the Personalized Learning School.

In addition, TLC has developed administrative procedures to ensure that the Charter School’s outreach, recruitment, and enrollment procedures do not discriminate against students based on physical, mental, emotional, or learning disability or handicap. As part of that process, TLC has provided parents with a very clear and accurate picture of the TLC learning experience, so parents can make the most appropriate choices for their children.

TLC utilizes a broad reaching student recruiting effort, thereby ensuring outreach to families with a wide variety of racial, ethnic, and socioeconomic backgrounds. In addition, certain subgroups may be targeted for extra recruitment efforts in order to achieve a pool of potential students that reflects a balanced student population. Partnerships and outreach efforts using a variety of community and youth organizations aid in this process.

In addition, information sessions may provide a bilingual presenter or translator when deemed necessary to be sure the attending families are accurately informed. Bilingual personnel may also be made available when families call in to TLC sites for information, if there is sufficient need.

TLC actively recruits families that represent the full cultural, demographic, and socioeconomic range of SDUSD communities. Outreach activities target the District’s geographical area first in order to ensure that students residing within the District have the first opportunity to learn about and access this new public school alternative. To do so, TLC uses a variety of means to inform families about its services and provide them an opportunity to enroll, including:

- **Orientation sessions:** TLC conducts multiple Information Orientations for families throughout the school year. These sessions are held at all four Resource Centers to assure that families from a variety of communities are able to attend. TLC uses these orientations to provide a complete array of information about its program, including its curriculum, teaching methods, and technology resources.

- **Web site:** TLC has a website and will maintain this website (www.learningchoice.org) that contains information about The Learning Choice Academy, its Personalized Performance Learning approach, and its curriculum. The site is regularly updated with current information on events and other activities.
• **Telephone/e-mail information service:** TLC has four Resource Centers with direct phone numbers to each site for families to receive more information, and an email information service ([info@learningchoice.org](mailto:info@learningchoice.org)) to answer parents’ questions about TLC.

• **Community and youth services partnerships:** As part of its outreach process, TLC provides information about TLC to community, family, and youth-serving organizations such as Boys and Girls Clubs; reaches out to residential facilities; and seeks partnerships with parent groups, health-related organizations; and organizations for young actors, dancers, and athletes.

• **School District referrals and outreach:** TLC takes every opportunity to brief school district administrators and guidance personnel on TLC as an alternative for students who might benefit from Personalized Learning in a multi-environment setting.

• **Media outreach:** TLC makes limited use of paid media, primarily advertisements in local newspapers, print ads in parent-oriented magazines, mailers/postcards and radio service announcements, but also takes full advantage of the local media’s interest in promoting community events relevant to San Diego County residents and neighboring counties, in order to inform parents about TLC informational orientations and to raise awareness of the Charter School.
ELEMENT 8: ADMISSION REQUIREMENTS

Governing Law: Admission requirements, if applicable. Education Code Section 47605(b)(5)(H).

The Charter School will be nonsectarian in its programs, admission policies, and all other operations, and will not charge tuition nor discriminate against any student based upon any of the characteristics listed in Education Code Section 220.

The Charter School shall admit all pupils who wish to attend the Charter School. No test or assessment shall be administered to students prior to acceptance and enrollment into the Charter School. The Charter School will comply with all laws establishing minimum and maximum age for public school attendance in charter schools. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the pupil or his or her parent or legal guardian within the state.

The Charter School shall require students who wish to attend the Charter School to attend an orientation, complete an application form. After admission, students will be required to submit an enrollment packet, which shall include the following:

1. Student enrollment form
2. Proof of Immunization
3. Home Language Survey
4. Completion of Emergency Medical Information Form
5. Proof of minimum age requirements, e.g. birth certificate
6. Release of records

Admission Methods and Eligibility Criteria

Through its recruitment/marketing and application guidance activities, TLC discloses full details about its program and encourages families to carefully consider its academic and parental involvement demands before applying. TLC also provides an orientation monthly to help parents decide whether TLC is truly the right fit for their children and for themselves.

Admissions requirements include the expectation that parents complete an orientation, all enrollment and placement activities in a timely and complete fashion. This includes signing all necessary school-family agreements (such as the Master Agreement). TLC will give enrollment priority to siblings of enrolled students admitted in a previous year.

Public Random Drawing

Applications will be accepted during a publicly advertised open enrollment period each year for enrollment in the following school year. Following the open enrollment period each year, applications shall be counted to determine whether any grade level has received more applications than availability. In the event that this happens, the Charter School will hold a public random drawing to determine admission for the impacted grade level, with the exception
of existing students, who are guaranteed admission in the following school year. Admission preferences in the case of a public random drawing shall be given to the following students in the following order:

1. All currently enrolled students  
2. Currently enrolled AIM Academy students  
3. Siblings of currently enrolled students  
4. Children of current employees or Board members of TLC  
5. Children of former TLC families within 3 years  
6. Children from last year’s waiting list who have submitted a current enrollment packet  
7. Residents of the District  
8. All other applicants

At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be given the option to put their name on a wait list according to their draw in the lottery. This wait list will allow students the option of enrollment in the case of an opening during the current school year.

Public random drawing rules, deadlines, dates and times will be communicated in the application form and on the Charter School’s website. Public notice for the date and time of the public random drawing will also be posted once the application deadline has passed. The Charter School will also inform parents of all applicants and all interested parties of the rules to be followed during the public random drawing process via mail or email at least two weeks prior to the lottery date.

The Charter School will conduct the lottery in the spring for enrollment in fall of that year.

Students selected through the lottery have a specified time to sign a commitment letter to indicate the pupil will attend the Charter School. If the signed commitment letter is not returned within the allotted period of time, the Charter School will proceed to offer space to the next student on the waiting list created through the lottery process. After the Charter School year has begun, applications for enrollment will continue to be accepted and date/time stamped on a rolling basis, with students accepted for enrollment on a space-available basis.

In accordance with Education Code Section 47605 (d)(2)(C), TLC and the District will make every reasonable attempt to accommodate all students who wish to attend TLC.
ELEMENT 9: INDEPENDENT FINANCIAL AUDITS

Governing Law: The manner in which annual, independent, financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority. Education Code Section 47605(b)(5)(I).

An annual independent financial audit of the books and records of the Charter School will be conducted as required by Education Code Sections 47605(b)(5)(I) and 47605(m). The books and records of the Charter School will be kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller’s K-12 Audit Guide.

The Charter School will select an independent auditor through a request for proposal format. The auditor will have, at a minimum, a CPA and educational institution audit experience and will be approved by the State Controller on its published list as an educational audit provider. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

The annual audit will be completed and forwarded to the District, the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year. The Director, along with the audit committee, if any, will review any audit exceptions or deficiencies and report to the Charter School Board of Directors with recommendations on how to resolve them. The Board will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel (“EAAP”) in accordance with applicable law.

The independent financial audit of the Charter School is a public record to be provided to the public upon request.
ELEMENT 10: STUDENT EXPULSIONS

Governing Law: The procedures by which pupils can be suspended or expelled. Education Code Section 47605(b)(5)(J).

Discipline Policy

Student discipline is a critical factor in maintaining a safe environment for students and staff. Some student discipline issues are resolved through one-to-one counseling with a teacher, counselor or school administrator. The most serious discipline approach, an expulsion, requires approval from the Board of Directors, and removes the student from his or her school for a period of one or two semesters. Expulsions cannot happen without a recommendation from The Learning Choice Academy Board. An expelled student may not participate in any school program or activity, including school dances, field trips, assemblies, or other events. Individual school sites have special review boards that can make exceptions to this policy.

The Learning Choice Academy will regard suspension and expulsion as a last resort. The Director of The Learning Choice Academy has primary authority and responsibility for discipline, but may delegate primary authority and responsibility for student discipline to an administrative designee. Some student discipline issues are resolved through one-to-one counseling with a teacher, counselor or school administrator. The most serious discipline approach, an expulsion, requires approval from the Appeal Committee. Criteria for suspension and expulsion of students shall be consistent with all applicable federal statutes and state constitutional provisions. All related hearings will conform to the applicable state and federal laws regarding discipline, special education, confidentiality and access to records. Expulsions cannot happen without a recommendation from director or the designee of the director. An expelled student may not participate in any school program or activity, including school dances, field trips, assemblies, or other events.

A student identified as an individual with disabilities or for whom there is a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities act (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 regular education students except when federal law or SELPA policies require additional or different procedures, including a manifestation hearing.

The Director of The Learning Choice Academy or the designee of the director may suspend a student enrolled in The Learning Choice Academy if it is determined that the student failed to comply with The Learning Choice Academy’s distributed policies and expectations regarding attendance, mutual respect, sexual harassment, substance abuse, violence, safety and work habits. Students who habitually fail to comply with The Learning Choice Academy’s policies or who pose an immediate threat to health and safety may be expelled by the Director or the designee of the Director. An expulsion may be appealed by requesting a hearing presided over by the Director and an ultimate decision by The Learning Choice Academy’s Appeal Committee. In addition, where required or appropriate, The Learning Choice Academy will notify law enforcement of student violations.
Actions Leading to Suspension or Expulsion

The Learning Choice Academy may suspend or expel a student for any offense described in Education Code section 48900. No student shall be suspended or expelled for any of the offenses listed unless such offenses are related to school activity or attendance. These offenses may occur at any time, including, but not limited to, while on school grounds; while going to or coming from school; during the lunch period, whether on or off campus; or during, or while going to or coming from, a school-sponsored activity.

Students may be suspended or expelled for any of the following acts that are listed below. The Board of Directors, the Appeal Committee or the Director may identify other offenses that may result in suspension and/or expulsion.

1. Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force of violence upon the person of another, except self-defense.
2. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 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.
3. Committed or attempted to commit robbery or extortion.
4. Caused or attempted to cause damage to school property or private property.
5. Stole or attempted to steal school property or private property.
6. Possessed or used tobacco or any products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel.
7. Committed an obscene act or engaged in habitual profanity or vulgarity.
8. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5.
9. 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.
10. Knowingly received stolen school property or private property.
11. 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.
12. 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.
13. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
14. Engaged in or attempted to engage in hazing of another. For the purposes of this subdivision, “hazing” means a method of initiation or pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or
prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.

15. Aiding or abetting as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, pursuant to this section, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1) above.

16. Made terrorist threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.

17. 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.

18. 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.

19. Intentionally harassed, threatened or intimidated 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 student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

20. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, as defined in subdivisions (f) and (g) of Section 32261 of the Education Code, directed specifically toward a pupil or school personnel.

Students shall be expelled for any of the following mandatory expulsion offenses pursuant to Education Code Section 48915(c) - Zero Tolerance. The Learning Choice Academy’s Board of Directors, the Appeal Committee or the Director may identify other offenses to be considered mandatory expulsion offenses.

1. Possessed, sold, or otherwise furnished any firearm, unless, in the case of possession the student had obtained written permission to possess the item from a Family Leader, with the Executive Director or designee’s concurrence.
2. Unlawfully sold any controlled substance, as defined in Health and Safety Code 11053-11058.

3. Brandished a knife at another person. A “knife” means any dirk, dagger or other weapon with a fixed, sharpened blade fitted primarily for stabbing, a weapon with a blade longer that 3 1/2 inches, a folding knife with a blade that locks in place, or a razor with and unguarded blade.

4. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code 243.4.

5. Possession of an explosive.

The Zero Tolerance Policy is designed to make your school a safe environment and to provide an appropriate learning environment for you and other students. There can be no acceptable reason for violating these rules.

Violations of The Learning Choice Academy’s enrollment agreement may result in a recommendation of expulsion. The violations of the enrollment agreement include:

1. Behaviors that result in more than three (3) missed consecutive meetings.
2. Violations of any behavioral, academic or probationary contract.
3. Violation of the Master Agreement.

Suspension Procedure

The Director or the designee of the Director is authorized to conduct the process leading to formal suspension or expulsion. While another school employee may initiate an investigation, the Director or the designee of the Director shall:

1. Meet with the student to hear his or her version of the incident and present evidence in his or her defense with in five (5) school days of the incident.
2. Make a reasonable attempt to meet with the student and his or her parent(s) or guardian(s) to review the reasons for the suspension or expulsion and the reasons therefore, including the timelines and process for appealing the suspension or expulsion.
3. Prepare written notification that will be mailed to the parents no later then one school day following the decision to suspend. (Report on Suspension Form)

The Learning Choice Academy may dispense with the parent or guardian meeting in the event of an emergency situation and may meet with the student and his or her parent or guardian after the action to suspend or expel has been taken.
Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. The Learning Choice Academy will provide assignments for the student to complete while on suspension.

A teacher may suspend a student from class for any of the acts enumerated in Education Code section 48900 for the day of the act and the following school day as explained in Education Code 48910. The teacher shall immediately report the suspension to the Director or other designee of the Director and send the student to the Director or the designee of the Director, which may include other disciplinary measures, including a suspension from school.

The student shall not be returned to the class from which he or she was suspended during the period of suspension without the concurrence of the Director or the designee of the Director and the teacher who imposed the suspension. The student may attend the classes from which he or she is not suspended.

Students who are suspended will be provided with alternative instruction. Arrangements will be made between the school and the student’s family for the delivery of services, pickup/delivery of work, and the make-up of missed assignments and classroom instructional support. All IDEA mandates will be followed for student with disabilities.

**Appeal of Suspension**

For suspension appeals, a parent or guardian of a student will have ten school days from receipt of the written notice of a suspension to file a written request for appeal to the Director. Parents or guardians may use the appeal procedure when there is disagreement with the steps followed by The Learning Choice Academy’s staff that led to the decision to suspend. During the period of appeal, the suspension remains in effect for the length of time designated. The Appeal Committee shall review the suspension and issue a ruling within fifteen (15) days of receipt appeal of suspension. After considering the evidence, the Director or designee shall render a written decision that shall be in the best interest of the student and The Learning Choice Academy. The Appeal Committee may:

1. Let the suspension remain on the student’s record.
2. Remove the record of suspension by the end of the school year if no other offenses occur.
3. Remove the record of suspension immediately without conditions.

The decision of the Appeal Committee shall be final.

**Expulsion Procedure**

The Director or the designee of the Director is authorized to recommend students for expulsion and prepare all necessary documentation. The Director or the designee of the Director shall:

1. The Director or designee reviews the recommendation and supporting documentation within five (5) school days of the incident.
2. Meet with the student to hear his or her version of the incident and present evidence in his or her defense.

3. Make a reasonable attempt to meet with the student and his or her parent(s) or guardian(s) to review the reasons for the suspension or expulsion and the reasons therefore, including the timelines and process for appealing the expulsion.

4. Prepare written notification that will be mailed to the parents no later than one school day following the decision to expel. *(Report on Suspension Form)*

5. The Learning Choice Academy’s Board of Directors has authorized a Appeal Committee to take final action to expel any student in response to the recommendation for expulsion from the Director or the designee of the Director.

6. The Director will notify the parents/guardians in writing if the expulsion recommendation is moving forward. The parents/guardians will also be notified of the expulsion appeal process. *(Explosion Notification Letter)*

The parent or guardian of a student will have ten (10) calendar days from issuance of the written notice of the Director or the designee of the Director’s recommendation for expulsion to file a written request for an appeal hearing. The Director convenes the Appeal Committee. The committee is composed of at least two certificated staff members who are not teachers of the student. The Director shall hold an appeal hearing within fifteen (15) days of receipt of a timely request for appeal from the parent or guardian of the recommendation for expulsion from the Director or the designee of the Director. During the hearing, the student shall have the right to representation, the right to present evidence and the right to question The Learning Choice Academy’s representatives.

Students under consideration for expulsion will be provided with alternative instruction until the Appeal Committee renders their decision on the expulsion. Arrangements will be made between the school and the student’s family for the delivery of services, pickup/delivery of work, and the make-up of missed assignments and classroom instructional support. All IDEA mandates will be followed for student with disabilities.

Any hearing to consider an expulsion shall be closed to the public unless the student or parents/guardian request in writing, at least five (5) calendar days prior to the hearing, that it be open to the public. Whether the hearing is open or closed to the public, the Board or Appeal Committee will meet in closed session to deliberate whether the student should be expelled.

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. The decision by the Appeal Committee 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 and sworn declarations may be admitted as testimony from witnesses of whom the Board, Committee or designee 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 his or her testimony heard in a session closed to the public.

The student and/or his or her parent(s) or representative must present all written and oral evidence and argument to be considered for the appeal at the hearing. A staff member will attend the hearing and prepare minutes of the proceeding, which shall become part of the record of the proceeding along with all written evidence or other material submitted to the Executive Director. After considering the evidence, including testimony presented at the hearing, the Appeal Committee may decide to support the Director or the directors designee’s recommendation for expulsion, to reject that recommendation, or to modify that recommendation. The decision of the Appeal Committee shall be in the form of written findings of fact and sent to the Board of Directors.

If the Appeal Committee decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program.

The Director or the designee following a decision to expel shall send written notice of the decision to expel, including the Appeal Committee’s findings of fact, to the student or parent/guardian.

Consistent with Education Code 47605(d)(3), The Learning Choice Academy shall inform the last known district of residence of any student who has been expelled from the school within thirty (30) calendar days of the decision.

Once the Appeals Committee renders their decision, the family has thirty (30) calendar days to request a review by the Board of Directors. The Board of Directors will review the written documentation of the meeting held by the Appeal Committee. The decision of the committee will only be overruled in the following instances:

1. Whether the Appeal Committee acted without or in excess of its jurisdiction.
   - an expulsion hearing is not commenced within the time periods prescribed by this article;
   - the expulsion order is not based upon the acts enumerated in Section 48900 Education Code;
   - a situation involving acts not related to school activity or attendance.

2. Whether there was a fair hearing before the Appeals Committee.

3. An abuse of discretion is established in any of the following situations:
   - If school officials have not met the procedural requirements of the policy;
   - If the decision to expel a pupil is not supported by the findings prescribed by Section 48915 of the Education Code;
• If the findings are not supported by the evidence.

4. Whether there is relevant and material evidence which, in the exercise of reasonable diligence, could not have been produced or was improperly excluded at the hearing

Manifestation Hearing

A student identified as an individual with disabilities or for whom there is a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities act (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 regular education students except when federal law or El Dorado SELPA policies require additional or different procedures, including a manifestation hearing.
ELEMENT 11: RETIREMENT SYSTEMS

Governing Law: The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security. Education Code Section 47605(b)(5)(K).

Certificated employees at TLC participate in the State Teachers’ Retirement System (“STRS”). Non-certificated employees participate in the Public Employees’ Retirement System (“PERS”) and federal social security. All employees may also have access to other school-sponsored retirement plans according to policies developed by the TLC Board of Directors and adopted as the Charter School's employee policies. The Charter School Director or designee is responsible for ensuring that appropriate arrangements for coverage are made.

TLC has made appropriate arrangements with the District to ensure proper reporting, and if necessary pays the District or County Office a reasonable fee for the provision of such services. The District shall cooperate as necessary to forward any required payroll deductions and related data to the appropriate agencies.

TLC also retains the right to create its own retirement system, within the parameters allowed by law, to provide retirement benefits to its employees. If TLC creates its own retirement system, all teachers and staff who were previously in the STRS/PERS system will be eligible to remain in that system.
ELEMENT 12: PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

Governing Law: The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools. Education Code Section 47605(b)(5)(L).

No student shall be required to attend TLC. No student may be required to attend the Charter School. Students who reside within the District who choose not to attend the Charter School may attend school within the District according to District policy or at another school district or school within the District through the District’s intra and inter-district transfer policies.

During the admissions process, written materials are distributed that include a section to inform the Parent or guardian of each student enrolled in TLC that the students have no right to admission in a particular school of any local education agency as a consequence of enrollment in TLC, except to the extent that such a right is extended by the local education agency.
ELEMENT 13: EMPLOYEE RETURN RIGHTS

**Governing Law:** A description of the rights of any employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school. Education Code Section 47605(b)(5)(M).

No public school district employee shall be required to work at the Charter School. Employees of the District who choose to leave the employment of the District to work at the Charter School will have no automatic rights of return to the District after employment by the Charter School unless specifically granted by the District through a leave of absence or other agreement. Charter School employees shall have any right upon leaving the District to work in the Charter School that the District may specify, any rights of return to employment in a school district after employment in the Charter School that the District may specify, and any other rights upon leaving employment to work in the Charter School that the District determines to be reasonable and not in conflict with any law.

All employees of the Charter School will be considered the exclusive employees of the Charter School and not of the District, unless otherwise mutually agreed in writing. Sick or vacation leave or years of service credit at the District or any other school district will transferred to the Charter School in accordance with the Employee Handbook (see Appendix D). Employment by the Charter School provides no rights of employment at any other entity, including any rights in the case of closure of the Charter School.
ELEMENT 14: DISPUTE RESOLUTION

Governing Law: The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter. Education Code Section 47605(b)(5)(N).

A. Dispute Resolution Between School And District

In the event of a dispute between TLC and the District regarding the terms of this Charter, or any other issue regarding the TLC and District relationship, both parties agree to first frame the issue in written format (“dispute statement”) and to refer the issue to the District Superintendent and Director or Assistant Director of the Charter School. In the event that the District Board of Education believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, the Charter School requests that this shall be noted in the written dispute statement, although it recognizes it cannot legally bind the District to do so. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or act as a pre-requisite to the District’s ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

The Director or Assistant Director and Superintendent shall informally meet and confer in a timely fashion to attempt to resolve the dispute, not later than 5 business days from receipt of the dispute statement. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two Board members from their respective boards who shall jointly meet with the Superintendent and the Director or Assistant Director of the Charter School and attempt to resolve the dispute within 15 business days from receipt of the dispute statement.

If this joint meeting fails to resolve the dispute, upon mutual agreement, the Charter Representative and the District Representative shall meet again within 15 days, or longer if both parties agree, to identify a neutral, third party mediator to assist in dispute resolution. The mediation shall incorporate informal rules of evidence and procedure unless both parties agree otherwise. Unless jointly agreed, the process involving assistance of a third party mediator shall conclude within 45 days.

All mediation costs and all other costs associated with dispute resolution shall be shared equally by TLC and the District. If mediation does not resolve the dispute either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon mutual written agreement of the District and the Charter School.

B. Internal Dispute Resolution

In addition to the processes above, the TLC Board of Directors has developed and adopted policies and procedures for resolving internal and external disputes and grievances. These procedures will be included in the School and Employee Handbooks.
The District agrees to refer all complaints regarding the Charter School’s operations to the TLC staff and/or TLC Board of Directors for resolution in accordance with the Charter School’s adopted policies.
ELEMENT 15: PUBLIC SCHOOL EMPLOYER

Governing Law: A declaration whether or not the charter school shall be deemed the exclusive public school employer of the employees of the charter school for purposes of the Educational Employment Relations Act (Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code). Education Code Section 47605(b)(5)(O).

TLC will be deemed the exclusive public school employer of the employees of TLC for the purposes of the Educational Employment Act (“EERA”). TLC will comply with the EERA.
ELEMENT 16: CHARTER SCHOOL CLOSURE

Governing Law: A description of the procedures to be used if the charter school closes- Education Code Section 47605(b)(5)(P)

A. Closure Protocol

The following procedures shall apply in the event the Charter School closes. The following procedures apply regardless of the reason for closure.

Closure of the Charter School will be documented by official action of the Board. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.

The Charter School Board will promptly notify parents and students of the Charter School, the District, the SELPA, the San Diego County Office of Education, the retirement systems in which the Charter School’s employees participate (e.g., Public Employees’ Retirement System, State Teachers’ Retirement System, and federal social security) and the CDE of the closure and of the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils’ school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

The Board will ensure notification to the parents and students of the Charter School of the closure and to provide information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the Board's decision to close the Charter School.

The Board will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils’ districts of residence, which they will provide to the entity responsible for closure-related activities.

As applicable, the Charter School will provide parents, students and the District with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act (“FERPA”) 20 U.S.C. § 1232g. The Charter School will ask the District to store original records of Charter School students. All records of the Charter School shall be transferred to the District upon School closure. If the District will not or cannot store the records, the Charter School shall work with the County Office of Education to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.
As soon as reasonably practical, the Charter School will prepare final financial records. The Charter School will also have an independent audit completed within six months after closure. The Charter School will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by the Charter School and will be provided to the District promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to the Charter School.

The Charter School will complete and file any annual reports required pursuant to Education Code section 47604.33.

On closure of the Charter School, all assets of the Charter School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending the Charter School, remain the sole property of the Charter School and upon the dissolution of the non-profit public benefit corporation shall be distributed in accordance with the Articles of Incorporation. Any assets acquired from the District or District property will be promptly returned upon Charter School closure to the District. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, the Charter School shall remain solely responsible for all liabilities arising from the operation of the Charter School.

As the Charter School is operated as a nonprofit public benefit corporation, should the corporation dissolve with the closure of the Charter School, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a nonprofit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

As specified by the Budget in Appendix E, the Charter School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.
MISCELLANEOUS PROVISIONS

A. Facilities

_Governing Law:_ The facilities to be utilized by the school. The description of the facilities to be used by the charter school shall specify where the school intends to locate. *Education Code Section 47605(g).*

_TLC Facility_

TLC leases permanent office spaces for its administrative and teaching staff and to serve as a resource center. The facilities selected are in an attractive and safe area, providing good access for administrators and Educational Partners and the students or parents who visit the Charter School. The facilities have a certificate of occupancy, are air-conditioned, heated and illuminated with fluorescent lights, provide handicapped accessible bathrooms and parking, and are fully equipped with sprinklers and other fire safety equipment.

The facilities provide the necessary infrastructure to support the required staff. Should there be a need for further renovations, they will be made in compliance with applicable building and safety codes and will be completed prior to the beginning of the school year.

The TLC budget includes funds for leases of such facilities, estimated at current market prices. TLC has also included a budget provision for contracting for cleaning service for its centers. Facility maintenance is the responsibility of the commercial space provider.

TLC facilities are located within the geographic boundaries of San Diego County and adjacent counties. The facilities are located throughout San Diego and Riverside Counties (north, south, east & west) and are easily accessible from major roadways, allowing students and staff from various areas to reach them easily.

As of the 2013-14 school year, TLC operates the following sites:

_Chula Vista:_
861 Harold Place, Suite 301
Chula Vista, CA 91914
881 Kuhn Dr. Ste. #105 & #106
Chula Vista, CA 91914

_La Mesa:_
4215 Spring Street, Suite A-104
La Mesa, CA 91941

_Scripps Ranch:_
9950 Scripps Lake Drive, Suite 105
San Diego, CA 92131
Temecula:
27715 Jefferson Avenue, Suite 116
Temecula, CA 92590

All of the TLC educational program operates from these facilities. In addition, in the future, the Charter School reserves the right under Education Code Section 47605.1(c), to open additional resource centers, if there is a need for them as determined by input of staff and families. TLC will provide all required notification to the district and county of all facilities that it operates.

**Impact on District Facilities**

TLC expects that it will have no negative impact on the District with respect to facilities. Because the TLC program is classified by the California Department of Education as a non-classroom based model, the District is not expected to provide facilities for TLC. As a school with a non-classroom based classification, TLC is not eligible for facilities under Proposition 39.

The Charter School agrees to notify the District and County Office of Education of the location of all its sites and/or resource centers. The Charter School agrees to comply with any legal geographic limitations on charter school sites.

**B. Administrative Services**

_Governing Law:_ The manner in which administrative services of the school are to be provided. Education Code Section 47605(g).

Administrative services have been provided under the professional services agreements approved by the TLC Board of Directors. In addition to providing a turn-key educational program, TLC manages the business aspects of the charter school.

TLC manages the majority of its administrative services. Accounting and attendance accounting services are carried out by TLC staff with oversight and monitoring by the TLC Board of Directors Treasurer. TLC staff has cooperated fully with District staff in the preparation and reporting of all required data and financial information.

The District and TLC may enter negotiations during the MOU process to provide services to the charter school. Such services will be mutually agreed upon. Neither party is obligated to provide or accept such services, but may do so by mutual agreement.

The District has provided supervisory oversight as required by law, in exchange for an oversight fee of 1%, or 3% if SDUSD provides substantially rent-free facilities.

TLC will yearly enter into a memorandum of Understanding (MOU) with the District which outlines the scope of its financial responsibility to the District and describes the service options from the District which the Charter School may or may not choose. The definition of which staff functions constitute District oversight will be included in the MOU.
C. Civil Liability Effects

Governing Law: Potential civil liability effects, if any, upon the school and upon the District. Education Code Section 47605(g).

As a non-profit public benefit corporation, TLC has been legally independent from the District. In addition, TLC has maintained adequate insurance coverage to further limit liability of the District. Internal dispute processes have been put into place to decrease the incidence of legal disputes. TLC has retained services of an attorney familiar with charter school legal issues to further prevent legal problems from arising.

Insurance

TLC obtained the following levels of insurance for the 2013-2014 school year:

- **Comprehensive General Liability**: $5,000,000 per occurrence, $5,000,000 aggregate.
- **Automobile**: $1,000,000
- **Excess Umbrella Liability**: $15,000,000
- **Workmen’s Compensation**: Comply with current statutory limits in accordance with California Labor Code

The TLC Board of Directors has obtained a Director & Officer’s Liability policy that provides $1,000,000 in coverage. The policy binder is available upon request.

Health insurance is provided to Educational Partners and administrative staff as determined by the TLC Board of Directors.

TLC and its vendors will continue to maintain and keep in force such insurance as Compensation, Liability and Property Damage, as will protect it from claims under Workman’s Compensation Acts, and also such insurance as will protect it and TLC from any other claims for damages for personal injury, including death, and claims for damages to any property of TLC, or of the public, which may arise from operations under this Agreement, whether such operations be by TLC or by any subcontractor or anyone directly or indirectly employed by any of them.

Insurances will also include health, general liability (including school operation, extra-curricular activities and parent volunteer activities), property, and Director and Officer’s liability coverage.

TLC’s liability insurance policies name the District as additional insured. As documentation, TLC has provided copies of all appropriate certificates of insurance to the District with the District so named.

D. Budgets
Governing Law: The petitioner or petitioners shall also be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cashflow and financial projections for the first three years of operation. Education Code Section 47605(g).

Budget Development

The Charter School Director will prepare and submit a proposed budget for each upcoming fiscal year to the TLC Board of Directors prior to their March meeting. The Board will review and modify the budget as needed. Following Board approval, this preliminary budget will be submitted to TLC staff, in keeping with timelines outlined in the MOU and any legally required timelines. A revised school budget will be developed, adopted, and submitted to the District, following adoption of the State’s annual budget.

Fiscal Year

The fiscal year for TLC will be July 1 through June 30.

Funding Determination

As is required of all non-classroom based programs, TLC submits a funding determination application to the CDE each February. Preliminary budgets are prepared to meet or exceed all of the tests required for full funding. In the event that full funding is not granted, TLC will work with the Charter School Advisory Committee and the CDE staff to modify the budget so that the Charter School can receive full funding.

Alternatively, the Charter School may modify its revenue and/or expenditure assumptions to ensure a balanced budget. The TLC educational program, as outlined in the Charter, is of the highest quality. TLC is committed to providing this full program to its students and also to insuring that funds are spent to carry out the mission of the Charter School.

E. Financial Reporting

Financial reports

The Charter School shall provide reports to the District as follows, and may provide additional fiscal reports as requested by the District:

1. By July 1, a preliminary budget for the current fiscal year.

2. By July 1, an annual update required pursuant to Education Code Section 47606.5.

3. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of the Charter School’s annual, independent financial audit report for the preceding
fiscal year shall be delivered to the District, State Controller, State Department of Education and County Superintendent of Schools.

4. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.

5. By September 15, a final unaudited report for the full prior year. The report submitted to the District shall include an annual statement of all the Charter School’s receipts and expenditures for the preceding fiscal year.

TLC provides financial reports to the TLC Board of Directors. To the extent possible and practical, financial data are reported and budgets are developed in a format consistent with the State Accounting Code Structure (SACS).

Following review by the TLC Board of Directors, financial data is reported to the District and the County Office of Education in a manner and timeline detailed in the MOU, and in accordance with existing charter school law and District policy. Financial data for TLC is reported to the state via the District, except in cases where the law requires charter schools to report directly to the state. For example, any financial data needed for the preliminary and final J210 reports will be approved by the TLC Board of Directors and then submitted by TLC to the District by the agreed upon deadlines each year, and the District will then incorporate this data in its report to the state.

In other situations, such as the annual independent audit, the Charter School submits copies directly to the County Office of Education and the CDE as required by law.

Fiscal policies

The TLC Board of Directors has created and adopted fiscal policies, including adequate internal control policies, and requires that TLC comply with such policies and controls. In order to insure responsible fiscal management, TLC has consulted with its independent auditor and with the District fiscal staff in developing these policies. Attached as Appendix F, please find the fiscal policies.

F. Responding to Inquiries

Pursuant to Education Code section 47607, the District shall have the right to inspect or observe any part of the charter school at any time.

The Charter School agrees to promptly respond to all inquiries, including requests for financial records, from the District, the County Office of Education, or the California Department of Education.

The charter school shall permit the District to inspect and receive copies of all records relating to the operation of the charter school, including financial, personnel and pupil records, unless law prohibits disclosure to the District of any such records. The charter school shall promptly comply
with District requests for inspection or copies of charter school records. The records of the charter school, including the non profit corporation, are public records under the Public Records Act (Government Code section 6250 et seq.).

G.   Transportation

The Charter School will not provide transportation to and from school, except as required by law for students with disabilities in accordance with a student’s IEP.

While the Charter School may help facilitate local extracurricular and recreational activities among TLC students and their families, the families will be responsible for providing their own transportation for these activities.

If TLC provides transportation for any special event, school administrators will assure that such transportation meets all applicable safety standards and bears any motor vehicle insurance required under California state law.

Any parent transporting students other than their own children in their car to school organized events will sign appropriate waivers/release forms and will provide proof of liability insurance to the Charter School.
Appendix A:

School Calendar
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- **Independence Day**: 4th July
- **Summer school starts**: 8th July
- **End of first 3 weeks of summer school**: 26th July

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- **Last day of summer school**: 16th August
- **Teachers report back**: 21st August

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- **Labor Day**: 2nd September
- **First day of school**: 3rd September
- **TM MS/HS classes start**: 9th September
- **SR AIM classes start**: 10th September
- **CV/SR MS/HS classes start**: 11th September
- **LM/CV AIM classes start**: 11th September
- **LM MS/HS classes start**: 24th September
- **LM full day starts**: 25th September
- **SR full day starts**: 26th September
- **CV/TM full day starts**: 14th October

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</tr>
<tr>
<td>27 28 29 30 31</td>
<td>27 28 29 30</td>
</tr>
</tbody>
</table>

- **Veterans Day**: 11th November
- **No School: Thanksgiving Holiday**: 25th-29th November

<table>
<thead>
<tr>
<th>NOVEMBER 2013</th>
<th>MAY 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sun M T W Th F S</td>
<td>Sun M T W Th F S</td>
</tr>
<tr>
<td>1 2 3 4 5</td>
<td>1 2 3</td>
</tr>
<tr>
<td>6 7 8 9</td>
<td>4 5 6 7 8 9 10</td>
</tr>
<tr>
<td>10</td>
<td>11 12 13 14 15 16</td>
</tr>
<tr>
<td>17 18 19 20 21 22 23</td>
<td>18 19 20 21 22 23 24</td>
</tr>
<tr>
<td>24 25 26 27 28 29 30</td>
<td>25 26 27 28 29 30 31</td>
</tr>
</tbody>
</table>

- **No AIM classes (meeting week)**: 14th-18th November
- **No MS/HS classes**: 14th-18th November

<table>
<thead>
<tr>
<th>DECEMBER 2013</th>
<th>JUNE 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sun M T W Th F S</td>
<td>Sun M T W Th F S</td>
</tr>
<tr>
<td>1 2 3 4 5 6 7</td>
<td>1 2 3 4 5 6 7</td>
</tr>
<tr>
<td>8 9 10 11 12 13 14</td>
<td>8 9 10 11 12 13 14</td>
</tr>
<tr>
<td>15 16 17 18 19 20 21</td>
<td>15 16 17 18 19 20 21</td>
</tr>
<tr>
<td>22 23 24 25 26 27 28</td>
<td>22 23 24 25 26 27 28</td>
</tr>
<tr>
<td>29 30 31</td>
<td>29 30</td>
</tr>
</tbody>
</table>

- **No AIM classes (meeting week)**: 2-6th December
- **No MS/HS classes**: 2-6th December
- **Full Day classes end**: 19th December
- **No School: Winter Break**: 23rd-31st December

- **STAR testing (tentative)**: 5th-16th May
- **No Full day, MS/HS classes**: 5th-16th May
- **Full Day classes end**: 29th May
- **No School: Memorial Day**: 26th May
- **Last day of AIM classes**: 30th May
- **Last day of MS/HS classes**: 30th May

- **Last day of school**: 16th June
Appendix B:

Summary and Progress on Goals
Element 2 Summary and Progress on goals

Goal 1: Mathematics: TLC students will demonstrate academic progress in mathematics, both schoolwide and for all numerically significant pupil subgroups.

Goal 2: Language Arts: TLC students will demonstrate academic progress in mathematics, both schoolwide and for all numerically significant pupil subgroups.

The Learning Choice Academy strives to have 100% of their students achieve one year’s academic growth each school year. This can be a challenge for TLC due to its high transient population, particularly in grades 7 to 12. The three graphs below look at 120 students who were continuously enrolled at TLC between 2009-2010 to 2011-2012 and tested STAR each of those years consecutively.

92% of TLC students enrolled for three consecutive years showed at least one year’s academic growth based on the STAR English Language Arts test. These students either stayed at the same proficiency level or made gains over the course of the last three years.

Of those students who made academic growth, 38% jumped one or more proficiency levels.
Similarly, students who were continuously enrolled for the past two years (2011-2012 to 2012-2013) and took the CST also showed substantial gains. The majority of students scored the same as the previous year or jumped 1 or 2 growth groups, as shown below:
<table>
<thead>
<tr>
<th>Grade Level</th>
<th>2012-2013</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>% of Total Count of StateStudentID</td>
</tr>
<tr>
<td></td>
<td>0%</td>
</tr>
<tr>
<td>3rd</td>
<td>15% (10)</td>
</tr>
<tr>
<td>4th</td>
<td>12% (9)</td>
</tr>
<tr>
<td>5th</td>
<td>24% (13)</td>
</tr>
<tr>
<td>6th</td>
<td>22% (16)</td>
</tr>
<tr>
<td>7th</td>
<td></td>
</tr>
<tr>
<td>8th</td>
<td>19% (14)</td>
</tr>
<tr>
<td>9th</td>
<td>13% (9)</td>
</tr>
<tr>
<td>10th</td>
<td>27% (16)</td>
</tr>
<tr>
<td>11th</td>
<td>28% (19)</td>
</tr>
</tbody>
</table>

**Growth Groups**
- 2 or more levels
- Same level
- +2 or more levels
- -1 level
- +1 level
Academic Performance Index (API)

In addition, TLC has made significant gains in API over the last five years. Not only has the number of students tested substantially increased, the API has increased by 34 points.

<table>
<thead>
<tr>
<th>Year</th>
<th>Number of Students Tested</th>
<th>Growth API</th>
<th>Growth Target</th>
<th>Statewide Rank</th>
<th>Similar Schools Rank</th>
</tr>
</thead>
<tbody>
<tr>
<td>2008-2009</td>
<td>359</td>
<td>736</td>
<td>5</td>
<td>3</td>
<td>8</td>
</tr>
<tr>
<td>2009-2010</td>
<td>392</td>
<td>732</td>
<td>5</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>2010-2011</td>
<td>429</td>
<td>732</td>
<td>5</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>2011-2012</td>
<td>494</td>
<td>756</td>
<td>5</td>
<td>2</td>
<td>8</td>
</tr>
<tr>
<td>2012-2013</td>
<td>526</td>
<td>770</td>
<td>5</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

School, District, State Report—Growth API

Despite a lower overall API when compared to the state and our governing district, TLC’s API growth over the past five years is on par with our district and the state.

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>TLC Scores</td>
<td>736</td>
<td>732</td>
<td>732</td>
<td>756</td>
<td>770-</td>
<td>38</td>
</tr>
<tr>
<td>District Scores</td>
<td>767</td>
<td>785</td>
<td>798</td>
<td>808</td>
<td>810</td>
<td>43</td>
</tr>
<tr>
<td>State</td>
<td>755</td>
<td>767</td>
<td>779</td>
<td>788</td>
<td>790</td>
<td>35</td>
</tr>
</tbody>
</table>
Goal 3: Graduation: TLC students will fulfill all graduation requirements.
The Learning Choice Academy strives for a 100% graduation rate. During the 2010-2011 school year TLC saw a need to service students who were severely credit deficient. Many students transferring to TLC arrived two to three semesters behind in credit. With this adoption, TLC saw a flux of high school students enroll in the school. Unfortunately, this program only lasted one year and its staff and most students pursued its own charter. Also impacting TLC’s graduation rate are the many students who decide to return to traditional homeschool (R4), which accounts for roughly 30% of our annual dropout rate. Both these unique circumstances have an ongoing impact on our reported graduation rate according to our API, AYP and in CALPADS.

<table>
<thead>
<tr>
<th>Groups</th>
<th>2012</th>
<th>2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schoolwide</td>
<td>61%</td>
<td>64%</td>
</tr>
<tr>
<td>Black or African American</td>
<td>28%</td>
<td>0</td>
</tr>
<tr>
<td>American Indian or Alaska Native</td>
<td>100%</td>
<td>33%</td>
</tr>
<tr>
<td>Asian</td>
<td>100%</td>
<td>75%</td>
</tr>
<tr>
<td>Filipino</td>
<td>75%</td>
<td>--</td>
</tr>
<tr>
<td>Hispanic or Latino</td>
<td>59%</td>
<td>65%</td>
</tr>
<tr>
<td>White</td>
<td>67%</td>
<td>69%</td>
</tr>
<tr>
<td>Socioeconomically Disadvantaged</td>
<td>55%</td>
<td>61%</td>
</tr>
<tr>
<td>English Learners</td>
<td>53%</td>
<td>50%</td>
</tr>
<tr>
<td>Students with Disabilities</td>
<td>45%</td>
<td>50%</td>
</tr>
</tbody>
</table>

Goal 4: School Community: TLC high school students will contribute to a community well being.
High school students are required to complete a community service project approved in their sophomore year of high school. The project has to encompass a “greater good” for the community in which they live. The community service project is less about a required number of hours, but more of an ongoing project to service the community at large. In the past five years only one student has failed to accomplish this requirement.
Appendix C:

Articles of Incorporation,
Corporate Bylaws,
and Conflicts Code
State of California
Secretary of State

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

That the attached transcript of 2 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

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

JUN 23 2006

BRUCE McPHERSON
Secretary of State
ARTICLES OF INCORPORATION
OF
THE LEARNING CHOICE ACADEMY
(A California Nonprofit Public Benefit Corporation)

I.

The name of the Corporation shall be The Learning Choice Academy.

II.

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

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

III.

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

Kathy Bass
1662 Point Conception Court
Chula Vista, CA 91911

IV.

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

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

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

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

V.

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

VI.

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

Dated: 6/9/04

[Signature]

Incorporator

ARTICLES OF INCORPORATION
THE LEARNING CHOICE ACADEMY
BYLAWS
OF
The Learning Choice Academy
(A California Nonprofit Public Benefit Corporation)

ARTICLE I
NAME

Section 1. NAME. The name of this corporation is The Learning Choice Academy.

ARTICLE II
PRINCIPAL OFFICE OF THE CORPORATION

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of this corporation is 9950 Scripps Lake Drive, Ste. 105, San Diego, State of California. The Board of Directors may change the location of the principal office. Any such change of location must be noted by the Secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

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

ARTICLE III
GENERAL AND SPECIFIC PURPOSES; LIMITATIONS

Section 1. GENERAL AND SPECIFIC PURPOSES. The purpose of this corporation is to manage, operate, guide, direct and promote The Learning Choice Academy (“Charter School”), a California public charter school. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

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

ARTICLE IV
CONSTRUCTION AND DEFINITIONS
Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context indicates otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term “person” includes both a legal entity and a natural person.

ARTICLE V
DEDICATION OF ASSETS

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

ARTICLE VI
CORPORATIONS WITHOUT MEMBERS

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

ARTICLE VII
BOARD OF DIRECTORS

Section 1. GENERAL POWERS. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the corporation’s activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors (“Board”).

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

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

c. Borrow money and incur indebtedness on the corporation’s behalf and cause to be executed and delivered for the corporation’s purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.

d. Adopt and use a corporate seal.

Section 3. DESIGNATED DIRECTORS AND TERMS. The number of directors shall be no less than three (3) and no more than seven (7), unless changed by amendments to these bylaws. The Board composition shall include the following: one (1) community representative, one (1) community representative with a background in education, two (2) parent representatives and one (1) staff representative. All directors shall have full voting rights, including any representative appointed by the charter authorizer as consistent with Education Code Section 47604(b). If the charter authorizer appoints a representative to serve on the Board of Directors, the Corporation may appoint an additional director to ensure an odd number of Board members. The school community, consisting of the staff and parents/legal guardians of The Learning Choice Academy, shall nominate individuals for Board candidacy by a majority vote. Each member of the school community is entitled to a single vote. Voting shall take place in May or June each year. All board members, except for the representative of the charter authorizer, shall be designated by the existing Board of Directors. The Board of Directors shall consist of at least three (3) directors unless changed by amendment to these bylaws.

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

Section 5. DIRECTORS’ TERM. Each director shall hold office for two (2) years and until a successor director has been designated and qualified. The terms of the Board have been staggered resulting in two Board term rotations with no more than three (3) Board seats expiring at any one time.

Section 6. USE OF CORPORATE FUNDS TO SUPPORT NOMINEE. If more people have been nominated for director than can be elected, no corporation funds may be expended to support a nominee without the Board’s authorization.
Section 7. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution of the Board of Directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; (c) the increase of the authorized number of directors; or (d) the failure of a director to meet any Board member qualifications that were in effect when the Director was elected.

Section 8. RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving written notice to the Chairman of the Board, if any, or to the President, or the Secretary, or to the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director’s resignation is effective at a later time, the Board of Directors may elect a successor to take office as of the date when the resignation becomes effective.

Section 9. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS. Except on notice to the California Attorney General, no director may resign if the corporation would be left without a duly elected director or directors.

Section 10. REMOVAL OF DIRECTORS. Any director may be removed, with or without cause, by the vote of the majority of the members of the entire Board of Directors at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and of the removal questions are given in compliance with the provisions of the Ralph M. Brown Act. (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code). Any vacancy caused by the removal of a director shall be filled as provided in Section 11.

Section 11. VACANCIES. Vacancies on the Board of Directors may be filled by approval of the Board of Directors or, if the number of directors then in office is less than a quorum, by (a) the affirmative vote of a majority of the directors then in office at a regular or special meeting of the Board, or (b) a sole remaining director.

Section 12. NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS. Any reduction of the authorized number of directors shall not result in any directors being removed before his or her term of office expires.

Section 12. PLACE OF BOARD OF DIRECTORS MEETINGS. Meetings shall be held at the principal office of the Corporation. The Board of Directors may also designate that a meeting be held at any place within the granting agency’s boundaries designated in the notice of the meeting. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 13. MEETINGS; ANNUAL MEETINGS. All meetings of the Board of Directors and its committees shall be called, noticed, and held in compliance with the provisions of the Ralph M. Brown Act (“Brown Act”). (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code). The Board of Directors shall meet annually for
the purpose of organization, appointment of officers, and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as noticed by the Board of Directors in accordance with the Brown Act.

Section 14. REGULAR MEETINGS. Regular meetings of the Board of Directors, including annual meetings, shall be held at such times and places as may from time to time be fixed by the Board of Directors. At least 72 hours before a regular meeting, the Board of Directors, or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting.

Section 15. SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose may be called at any time by the Chairman of the Board of Directors, if there is such an officer, or a majority of the Board of Directors. If a Chairman of the Board has not been elected then the President is authorized to call a special meeting in place of the Chairman of the Board. The party calling a special meeting shall determine the place, date, and time thereof.

Section 16. NOTICE OF SPECIAL MEETINGS. In accordance with the Brown Act, special meetings of the Board of Directors may be held only after twenty-four (24) hours notice is given to the public through the posting of an agenda. Directors shall also receive at least twenty-four (24) hours notice of the special meeting, in the manner:

a. Any such notice shall be addressed or delivered to each director at the director’s address as it is shown on the records of the Corporation, or as may have been given to the Corporation by the director for purposes of notice, or, if an address is not shown on the Corporation’s records or is not readily ascertainable, at the place at which the meetings of the Board of Directors are regularly held.

b. Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.

c. The notice of special meeting shall state the time of the meeting, and the place if the place is other than the principal office of the Corporation, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 17. QUORUM. A majority of the directors then in office shall constitute a quorum. All acts or decisions of the Board of Directors will be by majority vote of the directors in attendance, based upon the presence of a quorum. Should there be less than a majority of the directors present at any meeting, the meeting shall be adjourned. Directors may not vote by proxy.
Section 18. TELECONFERENCE MEETINGS. Members of the Board of Directors may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

a. At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from locations within the boundaries of the school district in which the Charter School operates;

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

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

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

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

f. The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.

Section 19. ADJOURNMENT. A majority of the directors present, whether or not a quorum is present, may adjourn any Board of Directors meeting to another time or place. Notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the directors who were not present at the time of the adjournment, and to the public in the manner prescribed by any applicable public open meeting law.

Section 20. COMPENSATION AND REIMBURSEMENT. Directors may not receive compensation for their services as directors or officers, only such reimbursement of expenses as the Board of Directors may establish by resolution to be just and reasonable as to the corporation at the time that the resolution is adopted.

Section 21. CREATION AND POWERS OF COMMITTEES. The Board, by resolution adopted by a majority of the directors then in office, may create one or more committees of the Board, each consisting of two or more directors and no one who is not a director, to serve at the pleasure of the Board. Appointments to committees of the Board of Directors shall be by majority vote of the directors then in office. The Board of Directors may appoint one or more

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

3 The Brown Act prohibits requiring members of the public to provide their names as a condition of attendance at the meeting.
directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors’ resolution, except that no committee may:

a. Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members;

b. Fill vacancies on the Board of Directors or any committee of the Board;

c. Fix compensation of the directors for serving on the Board of Directors or on any committee;

d. Amend or repeal bylaws or adopt new bylaws;

e. Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal;

f. Create any other committees of the Board of Directors or appoint the members of committees of the Board;

g. Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected; or

h. Approve any contract or transaction to which the corporation is a party and in which one or more of its directors has a material financial interest.

The Board may also create one or more advisory committees composed of directors and non-directors. It is the intent of the Board to encourage the participation and involvement of faculty, staff, parents, students and administrators through attending and participating in open committee meetings. The Board may establish, by resolution adopted by a majority of the directors then in office, advisory committees to serve at the pleasure of the Board.

The Parent Advisory Council (PAC) shall be established as an advisory committee and shall be composed of parents, employees, or other interested community members deemed necessary to deliberate on issues, fundraisers, and other School interests and activities. The PAC’s decisions and recommendations are advisory only and not to be construed as having the authority of the Board.

Section 22. MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other Board of Directors’ actions, and the Brown Act, if applicable, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board of Directors’ resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules for the governance of any committee as
long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the committee may do so.

Section 23.  NON-LIABILITY OF DIRECTORS. No director shall be personally liable for the debts, liabilities, or other obligations of this corporation.

Section 24.  COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS. The Charter School and the Board of Directors shall comply with all applicable provisions of the Family Education Rights Privacy Act (“FERPA”) as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

ARTICLE VIII
OFFICERS OF THE CORPORATION

Section 1.  OFFICES HELD. The officers of this corporation shall be a President, a Secretary, and a Chief Financial Officer, who shall be known as the Treasurer. The corporation, at the Board’s direction, may also have a Chairman of the Board and a Vice-Chair. The officers, in addition to the corporate duties set forth in this Article VIII, shall also have administrative duties as set forth in any applicable contract for employment or job specification.

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

Section 3.  ELECTION OF OFFICERS. The officers of this corporation shall serve a term of two (2) years, shall be chosen by the Board of Directors and shall serve at the pleasure of the Board, subject to the rights of any officer under any employment contract.

Section 4.  REMOVAL OF OFFICERS. Without prejudice to the rights of any officer under an employment contract, the Board of Directors may remove any officer with or without cause.

Section 5.  RESIGNATION OF OFFICERS. Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the corporation under any contract to which the officer is a party.

Section 6.  VACANCIES IN OFFICE. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.
Section 7. CHAIRMAN OF THE BOARD. If a Chairman of the Board of Directors is elected, he or she shall preside at the Board of Directors’ meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time. If a Chairman of the Board of Directors is elected, there shall also be a Vice-Chairman of the Board of Directors. In the absence of the Chairman, the Vice-Chairman shall preside at Board of Directors meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time.

Section 8. PRESIDENT. The President shall be the general manager of the corporation and shall supervise, direct, and control the corporation’s activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The President shall have such other powers and duties as the Board of Directors or the bylaws may require. If there is no Chairman of the Board, the President shall also preside at the Board of Directors’ meetings.

Section 9. SECRETARY. The Secretary shall keep or cause to be kept, at the corporation’s principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; and the names of the directors present at Board of Directors and committee meetings.

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

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

Section 10. TREASURER. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the corporation’s properties and transactions. The Treasurer shall send or cause to be given to directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times.

The Treasurer shall (a) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositories as the Board of Directors may designate; (b) disburse the corporation’s funds as the Board of Directors may order; (c) render to the President, Chairman of the Board, if any, and the Board, when requested, an account of all transactions as Treasurer and of the financial condition of the corporation; and (d) have such other powers and perform such other duties as the Board, contract, job specification, or the bylaws may require.
If required by the Board, the Treasurer shall give the corporation a bond in the amount and with the surety or sureties specified by the Board of Directors for faithful performance of the duties of the office and for restoration to the corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Treasurer on his or her death, resignation, retirement, or removal from office.

**ARTICLE IX**
**CONTRACTS WITH DIRECTORS**

Section 1. **CONTRACTS WITH DIRECTORS.** The Corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of this Corporation’s directors are directors have a material financial interest) unless all of the requirements in The Learning Choice Academy Conflict of Interest Policy have been fulfilled.

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

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

**ARTICLE XI**
**LOANS TO DIRECTORS AND OFFICERS**

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

**ARTICLE XII**
**INDEMNIFICATION**

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

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

ARTICLE XIII
INSURANCE

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

ARTICLE XIV
MAINTENANCE OF CORPORATE RECORDS

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

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

ARTICLE XV
INSPECTION RIGHTS

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

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

Section 3. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. This corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the directors at all reasonable times during office hours.

ARTICLE XVI
REQUIRED REPORTS

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

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

b. The principal changes in assets and liabilities, including trust funds;

c. The corporation’s revenue or receipts, both unrestricted and restricted to particular purposes;

d. The corporation’s expenses or disbursement for both general and restricted purposes;

e. Any information required under these bylaws; and

f. An independent accountant’s report or, if none, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the corporation’s books and records.

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

Any transaction (i) in which the corporation, or its parent or subsidiary, was a party, (ii) in which an “interested person” had a direct or indirect material financial interest, and (iii) which involved more than $50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than $50,000. For this purpose, an “interested person” is either:

(1) Any director or officer of the corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or
(2) Any holder of more than 10 percent of the voting power of the corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

ARTICLE XVII
BYLAW AMENDMENTS

Section 1. BYLAW AMENDMENTS. The Board of Directors may adopt, amend or repeal any of these Bylaws by a majority of the directors present at a meeting duly held at which a quorum is present, except that no amendment shall change any provisions of the Charter that created the The Learning Choice Academy or make any provisions of these Bylaws inconsistent with that Charter, the corporation’s Articles of Incorporation, or any laws.

ARTICLE XVIII
FISCAL YEAR

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

I certify that I am the duly elected and acting Secretary of The Learning Choice Academy, California nonprofit public benefit corporation; that these bylaws, consisting of 15 pages, are the bylaws of this corporation as adopted by the Board of Directors on 01/08/2014; and that these bylaws have not been amended or modified since that date.

Executed on 01/08/2014 at San Diego, California.

[Signature]

Lydia Hammott, Secretary
The Learning Choice Academy

Conflict of Interest Policy
Approved November 16, 2005
Updated January 8, 2014

Article I
Purpose

The purpose of the conflict of interest policy is to protect this tax-exempt organization, The Learning Choice Academy (“Organization”), interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and Federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Article II
Definitions

1. Interested Person
Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

   - Celina Cunningham, President
   - Candy Todash, Vice-President
   - Barbara Pongsrikul, Treasurer
   - Lydia Hammett, Secretary
   - Cathy Kniss, Staff Member Representative

2. Financial Interest
A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

   A. An ownership or investment in any entity with which the Organization has a transaction or arrangement.
   B. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
C. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.
Appendix D:

Employee Handbook
ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE DIRECTOR.

EMPLOYEE NAME: _____________________________________

I ACKNOWLEDGE that I have received a copy of the Employee Handbook. I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook.

I understand that the statements contained in the Handbook are guidelines for employees concerning some of the School’s policies and benefits, and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with the School. In the event I do have an employment contract which expressly alters the at-will relationship, I agree to the foregoing except with reference to an at-will employment status.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the School.

I understand that other than the Board of the School, no person has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Board has the authority to make any such agreement and then only in writing signed by the Board President.

Employee’s Signature: _______________________________ Date: ________________

Please sign/date, tear out, and return to the School.
# ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

Please read the Employee Handbook and submit a signed copy of this statement to the Director.

**Employee Name:** _____________________________________

I acknowledge that I have received a copy of the Employee Handbook. I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook.

I understand that the statements contained in the Handbook are guidelines for employees concerning some of the School’s policies and benefits, and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with the School. In the event I do have an employment contract which expressly alters the at-will relationship, I agree to the foregoing except with reference to an at-will employment status.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the School.

I understand that other than the Board of the School, no person has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Board has the authority to make any such agreement and then only in writing signed by the Board President.

Employee’s Signature: ___________________________  Date: __________________

Please retain this copy for your records.
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INTRODUCTION TO HANDBOOK

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

Due to the fact that the School is a growing and changing organization, it reserves full discretion to add to, modify, or delete provisions of this Handbook, or the policies and procedures on which they may be based, at any time without advance notice. TLC also reserves the right to interpret any of the provisions set forth in this Handbook in any manner it deems appropriate.

No individual other than the Board of Directors has the authority to enter into any employment or other agreement that modifies School policy. Any such modification must be in writing.

This Handbook is the property of the School, and it is intended for personal use and reference by employees of the School. Circulation of this Handbook outside of the School requires the prior written approval of the Director.

Employees must sign the acknowledgment form at the beginning of this Handbook, tear it out, and return it to the Director. This will provide the School with a record that each employee has received this Handbook.
CONDITIONS OF EMPLOYMENT

Equal Employment Opportunity Is Our Policy

TLC is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunity to all qualified individuals without regard to race, color, creed, gender (including gender identity and gender expression), religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, sexual orientation, or any other consideration made unlawful by federal, state, or local laws. This policy extends to all employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, compensation and benefits of existing employees.

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

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

Employment At-Will

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

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

This policy shall not be modified by any statements contained in this Handbook or employee applications, School memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any
employment practices shall create an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

**Child Abuse and Neglect Reporting**

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

By acknowledging receipt of this Handbook, the Employee acknowledges he or she is a child care custodian and is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions.

**Staff/Student Interaction Policy**

TLC recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the most safe and learning conducive environment possible.

**Corporal Punishment**

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 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 property.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

A. Examples of PERMITTED actions (NOT corporal punishment)

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a student;
4. Forcing a pupil to give up a weapon or dangerous object;
5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.
B. Examples of PROHIBITED actions (corporal punishment)

1. Hitting, shoving, pushing, or physically restraining a student as a means of control;
2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
3. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

Acceptable and Unacceptable Staff/Student Behavior

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member’s obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, “Would I be engaged in this conduct if my family or colleagues were standing next to me?”

For the purposes of this policy, the term “boundaries” is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing the boundaries of a student/teacher relationship is deemed an abuse of power and a betrayal of public trust.

Some activities may seem innocent from a staff member’s perspective, but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

Duty to Report Suspected Misconduct

When any employee becomes aware of another staff member having crossed the boundaries specified in this policy, he or she must speak to this staff member if the violation appears minor, or report the matter to school administrators. If the observed behavior appears significant, it is the duty of every staff member to immediately report it to an administrator. All reports shall be confidential. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.
Unacceptable Staff/Student Behaviors (Violations of this Policy)

(a) Giving gifts to an individual student that are of a personal and intimate nature.
(b) Kissing of any kind.
(c) Any type of unnecessary physical contact with a student in a private situation.
(d) Intentionally being alone with a student away from the school.
(e) Making or participating in sexually inappropriate comments.
(f) Sexual jokes.
(g) Seeking emotional involvement with a student for your benefit.
(h) Listening to or telling stories that are sexually oriented.
(i) Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
(j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

(These behaviors should only be exercised when a staff member has parent and supervisor permission.)

(a) Giving students a ride to/from school or school activities.
(b) Being alone in a room with a student at school with the door closed.
(c) Allowing students in your home.

Cautionary Staff/Student Behaviors

(These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence)

(a) Remarks about the physical attributes or development of anyone.
(b) Excessive attention toward a particular student.
(c) Sending emails, text messages or letters to students if the content is not about school activities

Acceptable and Recommended Staff/Student Behaviors

(a) Getting parents’ written consent for any after-school activity.
(b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
(c) E-mails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
(d) Keeping the door open when alone with a student.
(e) Keeping reasonable space between you and your students.
(f) Stopping and correcting students if they cross your own personal boundaries.
(g) Keeping parents informed when a significant issue develops about a student.
(h) Keeping after-class discussions with a student professional and brief.
(i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
(j) Involving your supervisor if conflict arises with the student.
(k) Informing your Director about situations that have the potential to become more severe.
(l) Making detailed notes about an incident that could evolve into a more serious situation later.
(m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
(n) Asking another staff member to be present if you will be alone with any type of special needs student.
(o) Asking another staff member to be present when you must be alone with a student after regular school hours.
(p) Giving students praise and recognition without touching them.
(q) Pats on the back, high fives and handshakes are acceptable.
(r) Keeping your professional conduct a high priority.
(s) Asking yourself if your actions are worth your job and career.

Policy Prohibiting Unlawful Harassment

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

Prohibited Unlawful Harassment

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

Prohibited Unlawful Sexual Harassment

In accordance with existing policy, discrimination on the basis of gender in education institutions is prohibited. All persons, regardless of the gender, are afforded equal rights and opportunities and freedom from unlawful discrimination in education programs or activities conducted by the School.
TLC is committed to provide a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee.

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

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

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

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Employees and students are expected to act in a positive and professional manner and to contribute to a productive School environment that is free from harassing or disruptive activity. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Director. See Appendix A for the “Harassment Complaint Form.” See Appendix B for the general “Complaint Form.”

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 and
  - 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 employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee’s job more difficult because of the employee’s sex.

- Sexual or discriminatory displays or publications anywhere at the workplace by employees, 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 to work or possessing any such material to read, display or view at work.
  - Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
  - Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

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

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

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

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

**Whistleblower Policy**

TLC requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the School. As representatives of the School, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that the School has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of the School to raise serious concerns about the occurrence of illegal or unethical actions within the School before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School. Anyone reporting a violation must act in good faith, without
malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action.

Drug-Free Workplace

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

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

Confidential Information

All information relating to students, personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment.

Conflict of Interest

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

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

Smoking

TLC facility is a no smoking facility.
THE WORKPLACE

Work Schedule

Business hours are normally 7:00-8:30 a.m. – 3:00-4:30 p.m., Monday through Friday. The regular workday schedule for non-exempt employees is eight (8) hours; the regular workweek schedule is forty (40) hours. Exempt employees are also generally expected to be present during business hours and to commit whatever additional time is necessary to satisfactorily complete all job requirements.

You will provide a calendar of your individual work schedule to your Site Lead and the Administrative Assistant upon initial employment and each year at your yearly checkout meeting.

All changes to your work schedule must be done in writing and are subject to the approval of your Site Lead. Work schedule changes will not be approved if the change interferes with normal operations, conflicts with the performance of your assigned duties, or results in excessive overtime.

The workweek begins at 12:01 a.m. Sunday and ends at midnight on Saturday.

Meal Periods

Non-exempt employees are provided with at least a thirty (30) minute meal period, to be taken approximately in the middle of the workday. The Site Lead should be aware of and approve scheduled meal and rest periods.

Employees are expected to observe assigned working hours and the time allowed for meal and rest periods. Do not leave the premises during rest periods and do not take more than ten (10) minutes for each rest period. Employees may leave the premises during the meal period provided you sign out upon leaving and sign in upon returning. A log will be kept at the front desk of each school site for this purpose.

Attendance and Tardiness

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

If it necessary to be absent or late, employees are expected to telephone the Main Administration office and site lead as soon as possible but no later than one-half hour before the start of the workday. If an employee is absent from work longer than one day, he or she is expected to keep the Main Administration office and site lead sufficiently informed of the situation.

As noted in the section of this Handbook concerning prohibited conduct, excessive or unexcused absences or tardiness may result in disciplinary action up to and including release from at-will employment with the School. TLC defines excessive absenteeism or tardiness more than five days absent or tardy in a one-month period. Employees who have excessive tardiness or absenteeism will be subject to discipline.
Absence for more than three (3) consecutive days without notifying the Director or Main Administrations office and site Lead will be considered a voluntary resignation from employment.

**Time Cards/Records**

By law, the School is obligated to keep accurate records of the time worked by non-exempt/hourly employees. Such employees shall keep be required to utilize the School’s time card system.

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

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

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

**Use of E-Mail, Voicemail and Internet Access**

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

1. Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols.

2. The E-mail system and Internet access is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted.

3. Employees should not attempt to gain access to another employee’s personal file of E-mail or voicemail messages without the latter’s express permission.

4. School staff will not enter an employee’s personal E-mail files or voicemail unless there is a business need to do so. TLC retains a copy of all passwords; passwords unknown to the School may not be used. System security features, including passwords and delete
functions, do not neutralize the School’s ability to access any message at any time. Employees must be aware that the possibility of such access always exists.

**Personal Business**

TLC’s facilities for handling mail and telephone calls are designed to accommodate School business. Employees should have personal mail directed to their home address and limit personal telephone calls to an absolute minimum. Personal calls should not be made outside the immediate dialing area. Do not use School material, time or equipment for personal projects.

**Social Media**

If an employee decides to post information on the Internet (i.e., personal blog, Facebook, MySpace, Twitter, etc.) that discusses any aspect of his/her workplace activities, the following restrictions apply:

- School equipment, including School computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be strictly followed;
- Employees must make clear that the views expressed in their blogs are their own and not those of the School;
- Employees may not use the School’s logos, trademarks and/or copyrighted material and are not authorized to speak on the School’s behalf;
- Employees are not authorized to publish any confidential or proprietary information maintained by the School;
- Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing the School, the employee’s supervisors, co-workers and competitors;
- Employees must comply with all School policies, including, but not limited to, rules against unlawful harassment and retaliation.

The School reserves the right to take disciplinary action against any employee whose Internet postings violate this or other School policies.

**News Media Contacts**

Employees may be approached for interviews or comments by the news media. Only contact people designated in writing by the Director may comment to news reporters on TLC policy or events relevant to TLC.

**Personal Appearance/Standards of Dress for Faculty Members**

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

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

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

2) Head coverings, including hats of any kind, except those worn for religious or safety reasons, are not to be worn inside school buildings including assemblies, classrooms, labs and offices. Hats may be worn outside for sun protection (Cal. Ed. Code § 35183.5). All hats are to be removed upon entering school buildings. For exceptions to this policy, prior approval must be granted by the Director.

3) Slacks and shorts are to be worn on the waist with no portion of an undergarment showing. Clean Dress jeans are allowed. Shorts should be modest in length and should be no higher than three inches above the knee.

4) Skirts and dresses should be no higher than three inches above the knee.

5) All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage. No Spaghetti strap tanks or halter tops are allowed unless covered up by jacket or sweater.

6) For safety purposes, earrings must not dangle more than one inch below the ear.

7) Clothing or jewelry with logos that depict and/or promote gangs (as defined in Cal. Ed. Code § 35183), drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.

8) Appropriate shoes must be worn at all times.

**Health and Safety Policy**

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

Employees are required to know and comply with the School’s General Safety Rules and to follow safe and healthy work practices at all times. Employees are required to report immediately to the Director any potential health or safety hazards, and all injuries or accidents.

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

**Criminal Background Checks**

As required by law, all individuals working or volunteering at the School will be required to submit to a background criminal investigation. No condition or activity will be permitted that
may compromise the School’s commitment that the safety and the well-being of students takes precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Additionally, should an employee, during his/her employment with the School, be convicted of a controlled substance or sex offense, or serious or violent felony, the employee must immediately report such a conviction to the Director.

**Tuberculosis Testing**

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

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

**Security Protocols**

TLC has developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas. Report any suspicious persons or activities to the Site Lead. Employee desk or office should be secured at the end of the day. When an employee is called away from his or her work area for an extended length of time, valuable or personal articles should not be left around a work station that may be accessible. The security of facilities as well as the welfare of employees depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify the Director when keys are missing or if security access codes or passes have been breached.

**Occupational Safety**

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

The prevention of accidents is the responsibility of every School supervisor. It is also the duty of all employees to accept and promote the established safety regulations and procedures. Every effort will be made to provide adequate safety training. If an employee is ever in doubt how to perform a job or task safely, assistance should be requested. Unsafe conditions must be reported immediately.
It is the policy of the School that accident prevention shall be considered of primary importance in all phases of operation and administration. TLC’s management is required to provide safe and healthy working conditions for all employees and to establish and require the use of safe practices at all times.

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

**Accident/Incident Reporting**

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

**Reporting Fires and Emergencies**

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

**Community Relations**

Employees are expected to be polite, courteous, prompt, and attentive to every student and family. When an employee encounters an uncomfortable situation that he or she does not feel capable of handling, the Site Lead should be called immediately. If the Site Lead determines more direction is needed, he or she should communicate with the Assistant Director and/or the Director.

Ours is a service business and all of us must remember that our students and student families are our community members and that they always come first. Our community members ultimately pay all of our wages.

All community members are to be treated courteously and given proper attention at all times. Never regard a community member's question or concern as an interruption or an annoyance. You must respond to inquiries from community members, whether in person or by telephone, promptly and professionally.

Never place a telephone caller on hold for an extended period. Direct incoming calls to the appropriate person and make sure the call is received.

Through your conduct, show your desire to assist any community member in obtaining the help he or she needs. If you are unable to help a community member, find someone who can.

All correspondence and documents, whether to community members or others, must be neatly prepared and error-free. Attention to accuracy and detail in all paperwork demonstrates your commitment to those with whom we do business.

Never argue with a community member. If a problem develops or if a community member remains dissatisfied, ask your supervisor or the Assistant Director and/or Director to intervene.
Expense Accounts

TLC will reimburse employees for standard and reasonable business expenses as determined by the School. Employees who have incurred business expenses must submit required receipts and the School's Purchase Request/Reimbursement Form to the Main Administration Office no later than the last day of each month.

If you have any questions about the School’s expense reimbursement policy, contact your Site Lead, the School's Business Manager, or the Director.

Personal and/or vacation travel may be combined with business travel provided there is no additional cost to TLC, and it meets with the approval of the School's Business Manager. TLC credit cards are not to be used for personal expenses.

Events Collecting Cash

TLC follows these guidelines for school-approved collection of funds:
- Funds are not to be collected for any event, including charities, except for school-sponsored events.
- School-sponsored events may not benefit one person or a cause to support on person.
- While staff may not collect funds for any student cause or charity, staff may post an announcement for charities or sales that students are sponsoring, as long as all advertisements state that the event in question is not school sponsored and funds may not be collected at school.
- In order for an event to be school sponsored, and approval form must be submitted to and approved by the School Director before any advertising or collection of funds may begin.

The following cash-handling procedures should be followed by all staff members:
- Cash may only be handled by a staff member after approval has been granted by the school Director or Assistant Director. For any particular school-sponsored event, the IA’s, Events Coordinator or Assistant, and Administrative Assistant are authorized to handle cash. Any other staff member must be preapproved by the school Director or Assistant Director.
- A Receipt should be issued to the customer by the cash collection point immediately upon receipt of cash.
- All cash and checks should be stored in a safe, locked drawer.
- All checks and cash should be totaled and recorded on a deposit from and submitted to the school’s Associate Budget Analyst within three (3) days of the event.

Business Conduct and Ethics

No employee may accept a gift or gratuity from any community member, vendor, supplier, or other person doing business with TLC because doing so may give the appearance of influencing business decisions, transactions or service. Please discuss expenses paid by such persons for business meals or trips with the School in advance.
EMPLOYEE WAGES AND HEALTH BENEFITS

Payroll Withholdings

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

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.

2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.

3. Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School.

Employees participating in the California State Teachers' Retirement System (STRS) are not covered by Social Security. Regarding all other employees, Social Security is an important part of your retirement benefit. TLC pays a matching contribution to all non-STRS employee’s Social Security taxes.

Disability Insurance

TLC contracts for disability insurance for its full-time employees. The School does this as an additional benefit to the employee so the employee does not have the burden of paying for the insurance as required by California’s state disability insurance programs and as the insurance provides higher percentage of wages payments than the state programs. Specific rules and regulations governing disability insurance coverage are available from the Main Administration Office or the personnel administrator.

Every deduction from an employee’s paycheck is explained on the check voucher. If an employee does not understand the deductions, he or she should ask the Assistant Director, Director or HR to explain them.

Employees may change the number of withholding allowances claimed for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to the Director. The office maintains a supply of these forms.

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

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

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

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

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

Paydays

Paydays are scheduled on the last working day of each month. If an employee observes any error in his or her check, it should be reported immediately to the Director, Assistant Director or HR.

All non-timesheet employees are paid ratably over twelve (12) months, regardless of whether the employees’ calendars are for a lesser period of months. However, newly hired employees are paid ratably through the remainder of the School’s fiscal year after their first day worked. Timesheet employees are paid monthly based on the timesheets submitted for that month. TLC offers automatic payroll deposit for employees at all locations. You may begin and stop automatic payroll deposit at any time. To begin automatic payroll deposit, you must complete a form (available from the Main Administration Office) and return it to the Main Administration Office at least 10 work days before the pay period for which you would like the service to begin. You should carefully monitor your payroll deposit statements for the first two (2) pay periods.

Starting Salary

For purposes of computing an employee’s starting salary, teachers may receive credit for up to three (3) years of prior public school teaching experience. No credit shall be given for prior teaching experience in a private school, international school or as an intern or substitute teacher.
Advances

TLC does not permit advances against paychecks or against unaccrued vacation.

Change of Pay Scale

If a teacher earns enough college units to move over a column on the teacher pay scale, the teacher is responsible for informing the School as soon as possible, but by no later than May 1st. Backup documentation of the college credits earned must be submitted to the Main Office immediately, but by no later than July 1st. Adjustments in pay shall be effective for the following school year. No retroactive pay raises will be paid to employees.

Wage Attachments and Garnishments

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

Employees are strongly encouraged to avoid such wage attachments and garnishments. If the School is presented a second garnishment request concerning an employee, the Director will discuss the situation with the employee.

Medical Benefits

Eligibility

TLC provides a comprehensive healthcare insurance plan for eligible employees and their dependents. Full-time employees (as defined under the terms of the plan) are eligible for coverage (up to a maximum dollar amount established by the School annually) after their introductory period, which is the first thirty (30) days of employment. Part-time employees are eligible for pro-rated insurance coverage, based on their % FTE. In the event of an increase in medical insurance premium rates, all employees may be required to contribute to the cost of increased premiums to retain coverage. Details about medical insurance coverage are available in a separate publication distributed by the School’s Insurance Representative, a copy of which is also available at the Main Administration Office.

“Full-time” employee means that an employee is hired to work at least eighty percent (80%) FTE. Temporary and internship employees are not eligible to participate in the plans.

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

When Coverage Starts

Your coverage will begin on the first day of employment or if hired mid-month it will start on the first day of the next month. Your enrollment form must be submitted to the Director as soon as possible. This form serves as a request for coverage, and authorizes any payroll deductions necessary to pay for your coverage.
Full-time employees (as defined under the terms of the plan) are eligible for coverage (up to a maximum dollar amount established by the School annually) after an introductory period, which is the first thirty (30) days of employment.

**COBRA Benefits**

**Continuation of Medical and Dental**

WHEN COVERAGE UNDER THE SCHOOL’S HEALTH PLAN ENDS, YOU OR YOUR DEPENDENTS MAY CONTINUE COVERAGE IN SOME SITUATIONS.

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

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

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

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

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

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

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

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

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

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

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

Employee Reviews and Evaluations

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

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

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

On a periodic basis, the Director, Assistant Director, or Site Lead will review your job performance with you in order to establish goals for future performance and to discuss your current performance. TLC’s evaluation system will in no way alter the at-will employment relationship.

Personnel Files and Record Keeping Protocols

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

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

Holidays

TLC calendar reflects any and all holidays observed by the School. The following holidays are generally observed by public entities, including public schools:

- New Year’s Day
- Martin Luther King Jr. Birthday
- President’s Day
- Lincoln’s Birthday
- Friday before Easter
- Memorial Day
- Independence Day
- Labor Day
- Veteran’s Day
- Thanksgiving
- Friday after Thanksgiving
- Day before Christmas
- Christmas Day

Other days during the school year, such as days during the School’s calendared breaks, shall be paid time for all non-exempt employees in active status. Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to the Director. The employee will be paid if the religious holiday is taken as an earned personal necessity day. The employee will not be paid if the religious holiday is taken as a personal leave of absence day. Employees on any leave of absence do not earn holiday pay.

Vacation

Regular full-time classified employees accrue paid vacation leave in accordance with the following policy:

- After six (6) months, six (6) days
- After seven (7) months, one (1) day per month worked

Temporary and part-time classified employees do not accrue paid vacation time. Regular full-time classified employees do not accrue vacation time during the employee’s introductory period, which is the first thirty (30) days of employment. No vacation time may be taken until after six (6) months of continuous employment.

After completion of six (6) months of continuous employment, full-time classified employees will receive six (6) days of accrued vacation time. A classified employee who is scheduled to and does work forty (40) hours per week will normally accrue six (6) working days or forty-eight (48) hours of vacation after the first six (6) months of continuous employment.
TLC encourages employees to take vacation annually. Vacation time must be taken within the year following accrual. Earned vacation time accrues to a maximum of twenty (20) working days in the second year of employment; thirty (30) working days in the third year of employment; and forty (40) working days in the fourth and following years of employment. If the employee reaches the maximum (40 days), no additional vacation will be earned until accrued vacation time is used. Employees are responsible for tracking their accrued vacation time.

Vacations shall be scheduled to provide adequate coverage of job responsibilities and staffing requirements. Requests for vacation time of more than five (5) days must be submitted thirty (30) days in advance. The Director will make final determinations and must approve your vacation schedule in advance.

By June 1 of each year, full-time classified employees may request to be paid for the number of vacation days to be accrued during the upcoming fiscal year (up to a maximum of twelve (12) days for full-time, year-round classified employees), by submitting a completed Vacation Day Purchase Request, which may be obtained from and should be submitted back to the Main Administration Office. In addition, an employee may submit an Emergency Vacation Day Purchase Request form to be paid vacation days equal to the number of vacation days already accrued during the current or prior fiscal year (up to a maximum of twelve (12) days for full-time, year-round classified employees) due to hardship/emergency. A hardship/emergency request will be evaluated by the Director and must be submitted a minimum of thirty (30) days prior to approval.

**Unpaid Leave of Absence**

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

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

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

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

Sick leave is a form of insurance that employees accumulate in order to provide a cushion for incapacitation due to illness or injury. It is intended to be used only when actually required to recover from illness or injury; sick leave is not for “personal” absences. Time off for medical and dental appointments will be treated as sick leave. TLC will not tolerate abuse or misuse of your sick leave privilege.

TLC offers paid sick leave to regular full-time employees and regular part-time employees who have completed their introductory period. After completion of your introductory period, you accrue paid sick leave at the rate of one day per month worked which is pro-rated for part-time employees. Although accrued sick leave does carry over from year to year, the School does not pay employees in lieu of unused sick leave as this sick leave is treated as transferable to other California public schools and public school administrative agencies.

If you are absent longer than three (3) days due to illness, medical evidence of your illness and/or medical certification of your fitness to return to work satisfactory to the School will be required before the School honors any sick pay requests. TLC may withhold sick pay if it suspects that sick leave has been misused.

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

Required Use of Vacation Before Unpaid Sick Leave

You are required to take accrued and unused vacation before taking unpaid leave, or having unpaid absences, unless the absence is pregnancy-related.

Employees who are absent because of their own disability may be eligible for disability payments through the School's disability insurance plan subject to the plan's terms and conditions. If you have accrued sick leave, sick leave will be used for any initial waiting period required under the disability plan. If you do not have accrued sick leave, but do have accrued vacation, vacation will be substituted for the unpaid absence.

Disability insurance payments do not replace all of your usual wages. Your benefits may be supplemented with any accrued and unused sick leave. If you have no sick leave, or once you exhaust your sick leave, accrued and unused vacation may be used to supplement your benefits.

Transfer of Sick Leave

New employees of the School shall be able transfer up to twelve (12) days of sick leave accrued at a prior California public school employer.

Family Care and Medical Leave

This policy explains how the School complies with the federal Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”), both of which require the School to
permit each eligible employee to take up to 12 workweeks (or 26 workweeks where indicated) of FMLA leave in any 12-month period for the purposes enumerated below. For purposes of this policy, all leave taken under FMLA or CFRA will be referred to as “FMLA leave.”

- Employee Eligibility Criteria

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

- Events That May Entitle an Employee To FMLA Leave

The 12-week (or 26-week where indicated) FMLA allowance includes any time taken (with or without pay) for any of the following reasons:

1. To care for the employee’s newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude 12 months after the birth, adoption, or placement. If both parents are employed by the School, they will be entitled to a combined total of 12 weeks of leave for this purpose.

2. Because of the employee’s own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School’s separate pregnancy disability policy).

3. To care for a spouse, domestic partner, child, or parent with a serious health condition or military service-related injury.

4. For any “qualifying exigency” because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces.

5. To provide care to a covered service member (U.S. Armed Services) with a serious injury or illness who is the spouse, son, daughter, parent, or next of kin of the employee. The employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) month period to provide said care.

6. A “serious health condition” is an illness, injury, impairment, or physical or mental condition that involves: (1) inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or (2) continuing treatment by a health care provider.
• Amount of FMLA Leave Which May Be Taken

1. FMLA leave can be taken in one or more periods, but may not exceed twelve (12) workweeks total for any purpose in any 12-month period, as described below, for any one, or combination of the above-described situations. “Twelve workweeks” means the equivalent of twelve of the employee’s normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, “twelve workweeks” means sixty (60) working and/or paid eight (8) hour days.

2. An employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces member shall be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the Armed Forces member.

3. The “12 month period” in which twelve (12) weeks of FMLA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA leave.

4. If a holiday falls within a week taken as FMLA leave, the week is nevertheless counted as a week of FMLA leave. If, however, the School’s business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School’s activities have ceased do not count against the employee’s FMLA leave entitlement.

• Pay during FMLA Leave

1. An employee on FMLA leave because of his or her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA leave period.

2. An employee on FMLA leave for child care or to care for a spouse, domestic partner, parent, or child with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA leave.

3. If an employee has exhausted their sick leave, leave taken under FMLA shall be unpaid.

4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA leave. Sick pay accrues during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began.

• Health Benefits

The provisions of the School’s various employee benefit plans govern continuing eligibility during FMLA leave, and these provisions may change from time to time. The
health benefits of employees on FMLA leave will be paid by the School during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

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

1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have “failed to return from leave” if he/she works less than thirty (30) days after returning from FMLA leave; and

2. The employee’s failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA leave, or other circumstances beyond the control of the employee.

• Seniority

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

• Medical Certifications

1. An employee requesting FMLA leave because of his/her own or a relative’s serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave
request) may result in denial of the leave request until such certification is provided.

2. The School may contact the employee’s health care provider to authenticate or clarify information in a deficient certification if the employee is unable to cure the deficiency.

3. If the School has reason to doubt the medical certification supporting a leave because of the employee’s own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.

4. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

- Procedures for Requesting and Scheduling FMLA Leave

1. An employee should request FMLA leave by completing a Request for Leave form and submitting it to the Director. An employee asking for a Request for Leave form will be given a copy of the School’s then-current FMLA leave policy.

2. Employees should provide not less than thirty (30) days notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.

3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School’s operations.

4. If FMLA leave is taken because of the employee’s own serious health condition or the serious health condition of the employee’s spouse, domestic partner, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.

5. If FMLA leave is taken because of the birth of the employee’s child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA leave for this purpose of at least one day but less than two (2) weeks’ duration on any two (2) occasions.

6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and
that better accommodates recurring periods of leave than the employee’s regular position.

7. In most cases, the School will respond to an FMLA leave request within two (2) days of acquiring knowledge that the leave is being taken for an FMLA-qualifying reason and, in any event, within five (5) business days of receiving the request, absent extenuating circumstances. If an FMLA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee’s FMLA leave entitlement. This notice will explain the employee’s obligations and the consequences of failing to satisfy them.

- Return to Work

1. Upon timely return at the expiration of the FMLA leave period, an employee (other than a “key” employee whose reinstatement would cause serious and grievous injury to the School’s operations) is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee’s FMLA leave.

2. When a request for FMLA leave is granted to an employee (other than a “key” employee), the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).

3. Before an employee will be permitted to return from FMLA leave taken because of his or her own serious health condition, the employee must obtain a certification from his or her health care provider that he or she is able to resume work.

4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- Limitations on Reinstatement

1. School may refuse to reinstate a “key” employee if the refusal is necessary to prevent substantial and grievous injury to the School’s operations. A “key” employee is an exempt salaried employee who is among the highest paid 10% of the School’s employees within seventy-five (75) miles of the employee’s worksite.

2. A “key” employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of, FMLA leave, that he/she qualifies as a “key” employee and the potential consequences with respect to reinstatement and maintenance of health benefits if the School determines that substantial and grievous injury to the School’s operations will result if the employee is reinstated.
from FMLA leave. At the time it determines that refusal is necessary, the School will notify the “key” employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee’s reinstatement would cause the School to suffer substantial and grievous injury. If the School realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.

- Employment during Leave

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

Pregnancy Disability Leave

This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each female employee an unpaid leave of absence of up to four (4) months, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

- Employee Eligibility Criteria

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

- Events That May Entitle an Employee to Pregnancy Disability Leave

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

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

2. The employee needs to take time off for prenatal care.

- Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. “Four months” means the number of days the employee would normally work within four months. For a full-time employee who works five eight hour days per week, four months means 693 hours of leave (40 hours per week times 17 1/3 weeks).
Pregnancy disability leave does not count against the leave which may be available as Family Care and Medical Leave.

• Pay during Pregnancy Disability Leave

1. An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued vacation time at the beginning of any otherwise unpaid leave period.

2. The receipt of vacation pay, sick leave pay, or state disability insurance benefits will not extend the length of pregnancy disability leave.

3. Vacation pay and sick pay accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

• Health Benefits

TLC shall provide continued health insurance coverage while an employee is on a PDL leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) months in a 12-month period. TLC can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

1. The employee fails to return from leave after the designated leave period expires.
2. The employee’s failure to return from leave is for a reason other than the following:
   • The employee is taking CFRA leave.
   • The continuation, recurrence or onset of a health condition entitles the employee to CFRA leave or other circumstance beyond the employee’s control.

• Seniority

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

• Medical Certifications

1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15)
days of the leave request) may result in a denial of the leave request until such certification is provided.

2. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.

• Requesting and Scheduling Pregnancy Disability Leave

1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Director. An employee asking for a Request for Leave form will be referred to the School’s then current pregnancy disability leave policy.

2. Employee should provide not less than thirty (30) days or as short of notice as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.

3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School’s operations.

4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee’s healthcare provider.

5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee’s regular position.

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

• Return to Work

1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position (at the time reinstatement is requested). If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless there is no comparable position available, but filling that position with the returning employee would substantially
undermine the School’s ability to operate the business safely and efficiently. A “comparable” position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee’s original position in terms of pay, benefits, and working conditions.

2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).

3. Before an employee will be permitted to return from a pregnancy disability leave of three days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.

4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- Employment during Leave

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

**Industrial Injury Leave (Workers’ Compensation)**

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

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

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

- Immediately report any work-related injury to the Director;
- Seek medical treatment and follow-up care if required;
• Complete a written Employee’s Claim Form (DWC Form 1) and return it to the Director; and

• Provide the School with a certification from your health care provider regarding the need for workers’ compensation disability leave as well as your eventual ability to return to work from the leave.

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

• If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems (EMS) such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.

• All accidents and injuries must be reported to the Director and to the individual responsible for reporting to the School’s insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to the School’s approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers’ Compensation Bureau and the insurance carrier.

• When there is a job-related injury that results in lost time, the employee must have a medical release from the School’s approved medical facility before returning to work.

• Any time there is a job-related injury, the School’s policy requires drug/alcohol testing along with any medical treatment provided to the employee.

**Military and Military Spousal Leave of Absence**

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

If military leave is for thirty (30) or fewer days, the School shall continue the employee’s health benefits. For service of more than thirty (30) days, employee shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued vacation or paid time off as wage replacement during time served, provided such vacation/paid time off accrued prior to the leave.
TLC will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

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

**Bereavement Leave**

Salaried employees are entitled to a leave of up to three (3) days without loss of pay due to a death in the immediate family (parent, spouse, son/daughter, sister/brother, parents-in-law, son/daughter-in-law, grandparents, grandchild). Bereavement pay will not be used in computing overtime pay. Any scheduled days off (including weekends, holidays and vacations) falling during the absence will be counted as both bereavement leave and scheduled days off.

**Jury Duty or Witness Leave**

For all exempt employees, the School will pay for time off if an employee is called to serve on a jury provided the employee continues to perform work duties as assigned. For all non-exempt employees, the School will pay for up to three (3) days if an employee is called to serve on a jury.

**Voting Time Off**

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

**School Appearance and Activities Leave**

As required by law, TLC will permit an employee who is a parent or guardian of school children, from kindergarten through grade twelve (12), or a child in a licensed day-care facility, up to forty (40) hours of unpaid time off per child per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child’s school. If more than one parent or guardian is an employee of TLC, the employee that first provides the leave request will be
given the requested time off. Where necessary, additional time off will also be permitted where the school requires the employee(s) appearance.

The employee requesting school leave must provide reasonable advanced notice of the planned absence. The employee must use accrued but unused sick time to be paid during the absence.

When requesting time off for school activities, the employee must provide verification of participation in an activity as soon as practicable. When requesting time off for a required appearance, the employee(s) must provide a copy of the notice from the child’s school requesting the presence of the employee.

**Bone Marrow and Organ Donor Leave**

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a 12-month period. Eligible employees who require time off to donate an organ to another person may receive up to thirty (30) workdays off in a 12-month period.

To be eligible for bone marrow or organ donation leave ("Donor Leave"), the employee must have been employed by the School for at least ninety (90) days immediately preceding the Donor Leave.

An employee requesting Donor Leave must provide written verification to the School that he or she is a donor and that there is a medical necessity for the donation of the organ or bone marrow.

An employee must first use his or her earned but unused sick leave for bone marrow donation and two (2) week’s worth of earned but unused sick leave for organ donation. If the employee has an insufficient number of sick days available, the leave will be considered unpaid.

Employees returning from Donor Leave will be reinstated to the position held before the leave began, or to a position with equivalent status, benefits, pay and other terms and conditions of employment. The School may refuse to reinstate an employee if the reason is unrelated to taking a Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA Leave.

**Returning From Leave of Absence**

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

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

Rules of Conduct

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

1. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee’s manager or proper authority.
2. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
3. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
4. Damaging, defacing, unauthorized removal, destruction or theft of another employee’s property or of School property.
5. Fighting or instigating a fight on School premises.
6. Violations of the drug and alcohol policy.
7. Using or possessing firearms, weapons or explosives of any kind on School premises.
8. Gambling on School premises.
9. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and time cards.
10. Recording the clock card, when applicable, of another employee or permitting or arranging for another employee to record your clock card.
11. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
12. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
13. Excessive absenteeism or tardiness excused or unexcused.
14. Posting any notices on School premises without prior written approval of management, unless posting is on a School bulletin board designated for employee postings.
15. Immoral or indecent conduct.
17. Engaging in sabotage or espionage (industrial or otherwise)
18. Violations of the sexual harassment policy.
19. Failure to report a job-related accident to the employee’s manager or failure to take or follow prescribed tests, procedures or treatment.
20. Sleeping during work hours.
22. Any other conduct detrimental to other employees or the School’s interests or its efficient operations.
23. Refusal to speak to supervisors or other employees.
24. Dishonesty.
25. Failure to possess or maintain the credential/certificate required of the position.

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

**Off-Duty Conduct**

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

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

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

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

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

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

Specific complaints of unlawful harassment are addressed under the School’s “Policy Against Unlawful Harassment.”

Internal Complaints
(Complaints by Employees Against Employees)

This section of the policy is for use when a School employee raises a complaint or concern about a co-worker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the Director, Assistant Director or designee:

1. The complainant will bring the matter to the attention of the Director, Assistant Director or designee as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and

2. The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The Director, Assistant Director or designee will then investigate the facts and provide a solution or explanation;

3. If the complaint is about the Director, the complainant may file his or her complaint in a signed writing to the President of the Board of Directors of the School, who will then confer with the Board and may conduct a fact-finding or authorize a third party investigator on behalf of the Board. The Board President or investigator will report his or her findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee’s satisfaction. However, the School values each employee’s ability to express concerns and the need for resolution without fear of adverse consequence to employment.

Policy for Complaints Against Employees
(Complaints by Third Parties Against Employees)

This section of the policy is for use when a non-employee raises a complaint or concern about a School employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the Director or Board President (if the complaint concerns the Director) as soon as possible after the events that give rise to the complainant’s concerns. The written complaint should set forth in detail the factual basis for the complaint.

In processing the complaint, Director (or designee) shall abide by the following process:
1. The Director or designee shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.

2. In the event that the Director (or designee) finds that a complaint against an employee is valid, the Director (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Director (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.

3. The Director’s (or designee’s) decision relating to the complaint shall be final unless it is appealed to the Board of Directors of the School. The decision of the Board of Directors shall be final.

General Requirements

1. **Confidentiality:** All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.

2. **Non-Retaliation:** All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.

3. **Resolution:** The Board (if a complaint is about the Director) or the Director or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.
AMENDMENT TO EMPLOYEE HANDBOOK

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

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

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

HARASSMENT COMPLAINT FORM

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

If you are an employee of the School, you may file this form with the Director or Board President.

Please review the School’s policies concerning harassment for a definition of harassment and a description of the types of conduct that are considered to be harassment.

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

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

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

Your Name: ____________________________ Date: __________

Date of Alleged Incident(s):

____________________________________

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

____________________________________

______________________________

TLC Charter Renewal Petition - Page 160 of 184
List any witnesses that were present:

__________________________________________________

______________________________________________________________________________

Where did the incident(s) occur?

_____________________________________________________

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

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

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

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

______________________________  Date: ______________________

Signature of Complainant

_________________________________________

Print Name

______________________________  Date: ______________________

Received by: ___________________________

______________________________
APPENDIX B

COMPLAINT FORM

Your Name: ___________________________________________ Date: _________________________

Date of Alleged Incident(s): __________________________________________________________________

Name of Person(s) you have a complaint against: _____________________________________________
_____________________________________________________________________________________ __

List any witnesses that were present: ________________________________________________________
_____________________________________________________________________________________ __

Where did the incident(s) occur? ____________________________________________________________

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

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

__________________________________________         Date: ____________________

Signature of Complainant

__________________________________________

Print Name

To be completed by School:

Received by: _________________________________         Date: ____________________

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Appendix E:

Budget
## THREE-YEAR FINANCIAL PROJECTION (Summary)

<table>
<thead>
<tr>
<th></th>
<th>2014-15</th>
<th>2015-16</th>
<th>2016-17</th>
</tr>
</thead>
<tbody>
<tr>
<td>Projected P-2 ADA:</td>
<td>905.00</td>
<td>905.00</td>
<td>905.00</td>
</tr>
<tr>
<td><strong>Revenues:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Purpose Entitlement</td>
<td>$6,058,681</td>
<td>$6,417,230</td>
<td>$6,524,841</td>
</tr>
<tr>
<td>Federal Revenue</td>
<td>217,856</td>
<td>217,856</td>
<td>217,856</td>
</tr>
<tr>
<td>Other State Revenue</td>
<td>613,370</td>
<td>613,370</td>
<td>613,370</td>
</tr>
<tr>
<td>Other Local Revenue</td>
<td>7,500</td>
<td>7,500</td>
<td>7,500</td>
</tr>
<tr>
<td><strong>TTL Revenues:</strong></td>
<td><strong>$6,897,407</strong></td>
<td><strong>$7,255,956</strong></td>
<td><strong>$7,363,567</strong></td>
</tr>
<tr>
<td><strong>Expenditures:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certificated Salaries</td>
<td>$2,706,754</td>
<td>$2,787,957</td>
<td>$2,871,595</td>
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<tr>
<td>Non-certificated Salaries</td>
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<td>Benefits</td>
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<td>1,005,233</td>
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<td>Books/Supplies/Materials</td>
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<td>504,456</td>
<td>519,590</td>
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<tr>
<td>Services/Operations</td>
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<td>1,587,751</td>
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<td>Capital Outlay</td>
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<td>38,931</td>
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<td>Other Outgo</td>
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<td>90,995</td>
<td>27,628</td>
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<td><strong>TTL Expenditures:</strong></td>
<td><strong>$6,653,815</strong></td>
<td><strong>$6,850,699</strong></td>
<td><strong>$6,958,798</strong></td>
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<tr>
<td><strong>Net Income</strong></td>
<td>$243,593</td>
<td>$405,257</td>
<td>$404,770</td>
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<tr>
<td>Beginning Balance July 1</td>
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<td>$1,458,379</td>
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<tr>
<td>Ending Balance June 30</td>
<td>$1,053,122</td>
<td>$1,458,379</td>
<td>$1,863,149</td>
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<tr>
<td><strong>Ending Balance as % of Exp.:</strong></td>
<td>15.8%</td>
<td>21.3%</td>
<td>26.8%</td>
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</tbody>
</table>

![Bar chart showing revenues, expenses, and ending balance over three years](image-url)
## THE LEARNING CHOICE ACADEMY
### 2014-19 Charter Renewal Petition
#### THREE-YEAR FINANCIAL PROJECTION (Detail)

<table>
<thead>
<tr>
<th>Description</th>
<th>2014-15</th>
<th>2015-16</th>
<th>2016-17</th>
</tr>
</thead>
<tbody>
<tr>
<td>P-2 ADA</td>
<td>905.00</td>
<td>905.00</td>
<td>905.00</td>
</tr>
<tr>
<td><strong>REVENUES</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>General Purpose Entitlement</strong></td>
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<td>8011 - General Purpose Block Grant</td>
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<td>8012 - Education Protection Account</td>
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<td>8096 - Funding in Lieu of Property Taxes</td>
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<tr>
<td><strong>TTL General Purpose Entitlement</strong></td>
<td>$6,058,681</td>
<td>$6,417,230</td>
<td>$6,524,841</td>
</tr>
<tr>
<td><strong>Federal Revenue</strong></td>
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<td>8181 - Federal IDEA Special Education</td>
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<td>8290 - Other Federal Revenues</td>
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<tr>
<td><strong>TTL Federal Revenue</strong></td>
<td>217,856</td>
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<td>217,856</td>
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<tr>
<td><strong>Other State Revenue</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>8550 - Mandate Block Grant</td>
<td>$21,630</td>
<td>$21,630</td>
<td>$21,630</td>
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<td>8560 - State Lottery Revenue</td>
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<tr>
<td>8590 - Add'l State Revenues</td>
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<td>443,375</td>
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<tr>
<td><strong>TTL Other State Revenue</strong></td>
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<td>613,370</td>
<td>613,370</td>
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<tr>
<td><strong>Other Local Revenue</strong></td>
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<tr>
<td>8660 - Interest</td>
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<td>8699 - Local Donations/Contributions/Other</td>
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<tr>
<td><strong>TTL Other Local Revenue</strong></td>
<td>7,500</td>
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<td>7,500</td>
</tr>
<tr>
<td><strong>TTL REVENUES</strong></td>
<td>$6,897,407</td>
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<td>$7,363,567</td>
</tr>
</tbody>
</table>
## THREE-YEAR FINANCIAL PROJECTION (Detail)

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<tr>
<th>Description</th>
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<th>2015-16</th>
<th>2016-17</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>EXPENDITURES</strong></td>
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<td>1100 - Teachers’ Salaries</td>
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<td>1300 - Certificated Supervisory/Admin</td>
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<td>2000 - Non-Certificated Salaries</td>
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<td>2100 - Instructional Aide Salaries</td>
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### THREE-YEAR FINANCIAL PROJECTION (Detail)

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<p>| Revenues less Expenditures           | $243,593  | $405,257  | $404,770  |
| Beginning Fund Balance               | $809,529  | $1,053,122| $1,458,379|
| Net Revenues                         | 243,593   | 405,257   | 404,770   |
| ENDING BALANCE                       | $1,053,122| $1,458,379| $1,863,149|
| ENDING BALANCE AS % OF OUTGO         | 15.83%    | 21.29%    | 26.77%    |</p>
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<td>722,739</td>
<td>8,115,075</td>
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<tr>
<td>NET INFLOWS/OUTFLOWS</td>
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<td>237,427</td>
<td>345,012</td>
<td>386,194</td>
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<td>74,571</td>
<td>192,529</td>
<td>58,979</td>
<td>96,071</td>
<td>515,932</td>
<td>117,205</td>
<td>(41,303)</td>
<td>(64,421)</td>
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<td>ENDING CASH BALANCE</td>
<td>643,912</td>
<td>988,924</td>
<td>602,730</td>
<td>524,660</td>
<td>450,089</td>
<td>642,619</td>
<td>583,639</td>
<td>487,569</td>
<td>1,003,500</td>
<td>1,027,154</td>
<td>909,949</td>
<td>868,646</td>
<td>804,225</td>
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</table>
### LOCAL CONTROL FUNDING FORMULA CALCULATOR (2014-15)

**STEP 1: Calculate Start Point (2012-13 Actual Funding)**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2012-13 General Purpose Block Grant</td>
<td>404,909</td>
</tr>
<tr>
<td>2012-13 Education Protection Account</td>
<td>968,648</td>
</tr>
<tr>
<td>2012-13 In-Lieu-Of Property Taxes</td>
<td>3,155,156</td>
</tr>
<tr>
<td>2012-13 Categorical Block Grant (Main Portion)</td>
<td>338,014</td>
</tr>
<tr>
<td>2012-13 Categorical Block Grant (EIA Portion)</td>
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<tr>
<td>2012-13 Other &quot;Flexed&quot; Categoricals</td>
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</tr>
<tr>
<td><strong>2012-13 Actual Funding Total:</strong></td>
<td><strong>$ 4,944,438</strong></td>
</tr>
<tr>
<td>2012-13 P-2 ADA:</td>
<td>divided by</td>
</tr>
<tr>
<td><strong>2012-13 Actual Funding Per ADA:</strong></td>
<td><strong>$ 6,019.82</strong></td>
</tr>
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</table>

**Step 2: Calculate LCFF Target Amount:**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>2014-15 Projected Enrollment:</td>
<td>957</td>
</tr>
<tr>
<td>2014-15 Total Unduplicated Count of Free/Red Lunch, EL and Foster Students:</td>
<td>413</td>
</tr>
<tr>
<td>2014-15 Unduplicated % (13-14 + 14-15 Enrollment / 13-14 + 14-15 UC):</td>
<td>43.16%</td>
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<tr>
<td>Local District Unduplicated %:</td>
<td>60.70%</td>
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<tr>
<td>2014-15 K-3 ADA:</td>
<td>230.00</td>
</tr>
<tr>
<td>2014-15 4-6 ADA:</td>
<td>195.00</td>
</tr>
<tr>
<td>2014-15 7-8 ADA:</td>
<td>160.00</td>
</tr>
<tr>
<td>2014-15 9-12 ADA:</td>
<td>320.00</td>
</tr>
<tr>
<td><strong>Totals:</strong></td>
<td><strong>905.00</strong></td>
</tr>
<tr>
<td><strong>LCFF Target:</strong></td>
<td><strong>$ 7,821,300</strong></td>
</tr>
<tr>
<td>2014-15 P-2 ADA:</td>
<td>divided by</td>
</tr>
<tr>
<td><strong>LCFF Target Per ADA:</strong></td>
<td><strong>$ 8,642.32</strong></td>
</tr>
<tr>
<td><strong>LCFF Base Grant + Add-On Only Per ADA:</strong></td>
<td><strong>$ 7,955.83</strong></td>
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**Step 3: Calculate Current Year LCFF Funding:**

<p>| | |</p>
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<thead>
<tr>
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</thead>
<tbody>
<tr>
<td><strong>LCFF Target:</strong></td>
<td><strong>$ 7,821,300</strong></td>
</tr>
<tr>
<td><strong>Starting Amount (2012-13 Actual Funding Per ADA x 2014-15 ADA):</strong></td>
<td>(5,447,937)</td>
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<tr>
<td><strong>Prior Year Gap per ADA x 2014-15 ADA:</strong></td>
<td>(262,695)</td>
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<tr>
<td><strong>Total Revised Gap Amount:</strong></td>
<td><strong>$ 2,110,668</strong></td>
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<tr>
<td>Percentage of Gap Covered in 2014-15:</td>
<td>16.490%</td>
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<tr>
<td>Dollar Amount of 2014-15 Gap Coverage:</td>
<td><strong>$ 348,049</strong></td>
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<tr>
<td><strong>Total 2014-15 LCFF Funding (2013-14 Funding + 14-15 Gap Coverage):</strong></td>
<td><strong>$ 6,058,681</strong></td>
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<tr>
<td><strong>Total 2014-15 LCFF Funding Per 2014-15 ADA:</strong></td>
<td><strong>$ 6,694.68</strong></td>
</tr>
<tr>
<td><strong>% Change in $/ADA Funding from 2013-14 to 2014-15:</strong></td>
<td>6.095%</td>
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# FUNDING CALCULATIONS

## 2014-15 (Year 1)

<table>
<thead>
<tr>
<th>General Purpose Entitlement</th>
<th>$/ADA</th>
<th>ADA</th>
<th>Subtotal</th>
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</thead>
<tbody>
<tr>
<td>Total LCFF Funding (see LCFF page)</td>
<td>$6,694.68</td>
<td>905.00</td>
<td>$6,058,681</td>
</tr>
<tr>
<td>Estimated Local In-Lieu-Of Tax Portion</td>
<td>$3,841.38</td>
<td>905.00</td>
<td>$3,476,449.00</td>
</tr>
<tr>
<td>Education Protection Account Portion</td>
<td>$1,097.93</td>
<td>905.00</td>
<td>$993,624.00</td>
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<tr>
<td>Remaining State Aid Portion</td>
<td>$1,755.37</td>
<td>905.00</td>
<td>$1,588,608.00</td>
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<tr>
<td><strong>Total General Purpose Entitlement</strong></td>
<td>$6,058,681.00</td>
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<table>
<thead>
<tr>
<th>Federal Revenues</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title I Funding</td>
</tr>
<tr>
<td>Title II Part A</td>
</tr>
<tr>
<td>Title III LEP</td>
</tr>
<tr>
<td><strong>Total Federal Title I-III Funding</strong></td>
</tr>
<tr>
<td>Other Federal Revenues</td>
</tr>
<tr>
<td>PCSGP Startup/Implementation Grant</td>
</tr>
<tr>
<td>Federal IDEA Special Education</td>
</tr>
<tr>
<td>Other Federal Revenue</td>
</tr>
<tr>
<td><strong>Total Other Federal Revenues</strong></td>
</tr>
<tr>
<td><strong>Total Federal Revenues</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other State Revenues</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Prop 20 Lottery (using P-2 ADA)</td>
</tr>
<tr>
<td>Prop 20 Lottery (using P-2 ADA)</td>
</tr>
<tr>
<td><strong>Total Additional Other State Revenues</strong></td>
</tr>
<tr>
<td><strong>Total Other State Revenues</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Local Revenues</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest Earnings</td>
</tr>
<tr>
<td><strong>Total Additional Other Local Revenues</strong></td>
</tr>
<tr>
<td><strong>Total Other Local Revenues</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Revenues</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Revenues</strong></td>
</tr>
</tbody>
</table>
**STEP 1: Calculate Start Point (2012-13 Actual Funding)**

2012-13 General Purpose Block Grant 404,909
2012-13 Education Protection Account 968,648
2012-13 In-Lieu-Of Property Taxes 3,155,156
2012-13 Categorical Block Grant (Main Portion) 338,014
2012-13 Categorical Block Grant (EIA Portion) 45,968
2012-13 Other "Flexed" Categoricals 31,743

2012-13 Actual Funding Total: $ 4,944,438
2012-13 P-2 ADA: divided by 821.36
2012-13 Actual Funding Per ADA: $ 6,019.82

**Step 2: Calculate LCFF Target Amount:**

2015-16 Projected Enrollment: 957
2015-16 Total Unduplicated Count of Free/Red Lunch, EL and Foster Students: 413
2015-16 Unduplicated % (13-14, 14-15 & 15-16 Enrollment / 13-14, 14-15 & 15-16 UC): 43.16%
Local District Unduplicated %: 60.70%

<table>
<thead>
<tr>
<th>2015-16</th>
<th>K-3 / 9-12</th>
<th>Conc. Grant</th>
<th>Total Target</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADA</td>
<td>Base Grant</td>
<td>Add-on</td>
<td>Supp. Grant</td>
</tr>
<tr>
<td>2015-16 K-3 ADA:</td>
<td>230.00</td>
<td>7,223</td>
<td>751</td>
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<tr>
<td>2015-16 4-6 ADA:</td>
<td>195.00</td>
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<td>633</td>
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<td>2015-16 7-8 ADA:</td>
<td>160.00</td>
<td>7,549</td>
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<td>2015-16 9-12 ADA:</td>
<td>320.00</td>
<td>8,747</td>
<td>775</td>
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<tr>
<td>Totals:</td>
<td>905.00</td>
<td>7,097,715</td>
<td>245,370</td>
</tr>
</tbody>
</table>

LCFF Target: $ 7,977,080
2015-16 P-2 ADA: divided by 905.00
LCFF Target Per ADA: $ 8,814.45
LCFF Base Grant + Add-On Only Per ADA: $ 8,113.91

**Step 3: Calculate Current Year LCFF Funding:**

LCFF Target: $ 7,977,080
Starting Amount (2012-13 Actual Funding Per ADA x 2015-16 ADA): (5,447,937)
Prior Year Gaps per ADA x 2015-16 ADA: (610,744)
Total Revised Gap Amount: $ 1,918,399
Percentage of Gap Covered in 2015-16: 18.690%
Dollar Amount of 2015-16 Gap Coverage: $ 358,549
Total 2015-16 LCFF Funding (2013-14 Funding + 15-16 Gap Coverage): $ 6,417,230
Total 2015-16 LCFF Funding Per 2015-16 ADA: $ 7,090.86

% Change in $/ADA Funding from 2014-15 to 2015-16: 5.918%
## FUNDING CALCULATIONS

### 2015-16 (Year 2)

### General Purpose Entitlement

<table>
<thead>
<tr>
<th>Description</th>
<th>$/ADA</th>
<th>ADA</th>
<th>Subtotal</th>
<th>TOTALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total LCFF Funding (see LCFF page):</td>
<td>$7,090.86</td>
<td>905.00</td>
<td>$6,417,230</td>
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</tr>
<tr>
<td>Estimated Local In-Lieu-Of Tax Portion:</td>
<td>$3,841.38</td>
<td>905.00</td>
<td>$3,476,449.00</td>
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</tr>
<tr>
<td>Education Protection Account Portion:</td>
<td>$1,162.90</td>
<td>905.00</td>
<td>$1,052,426.00</td>
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<td>Remaining State Aid Portion:</td>
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<td>$1,888,355.00</td>
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<tr>
<td><strong>Total General Purpose Entitlement</strong></td>
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<td></td>
<td>$6,417,230</td>
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</tr>
</tbody>
</table>

### Federal Revenues

- **Title I Funding:** $110,674
- **Title II Part A:** 4,012
- **Title III LEP:**
- **Total Federal Title I-III Funding:** $114,686.00
- **Other Federal Revenues:**
  - PCSGP Startup/Implementation Grant
  - Federal IDEA Special Education: $103,170.00
  - Other Federal Revenue
- **Total Other Federal Revenues:** $103,170.00
- **Total Federal Revenues:** $217,856.00

### Other State Revenues

- **Non-Prop 20 Lottery (using P-2 ADA):** $126.00, 945, $119,070.00
- **Prop 20 Lottery (using P-2 ADA):** $31.00, 945, $29,295.00
- **Total Additional Other State Revenues:** $465,005.34
- **Total Other State Revenues:** $613,370.34

### Other Local Revenues

- **Interest Earnings:** $1,000.00
- **Additional Other Local Revenues:**
  - Local Donations/Contributions: $6,500.00
  - Other Local Revenues
- **Total Additional Other Local Revenues:** $6,500.00
- **Total Other Local Revenues:** $7,500.00

### Total Revenues

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td><strong>Total Revenues</strong></td>
<td>$7,255,956.34</td>
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</table>

Net State Funding COLA over prior year = 1.99%
### LOCAL CONTROL FUNDING FORMULA CALCULATOR (2016-17)

#### STEP 1: Calculate Start Point (2012-13 Actual Funding)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012-13 General Purpose Block Grant</td>
<td>404,909</td>
</tr>
<tr>
<td>2012-13 Education Protection Account</td>
<td>968,648</td>
</tr>
<tr>
<td>2012-13 In-Lieu-Of Property Taxes</td>
<td>3,155,156</td>
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<tr>
<td>2012-13 Categorical Block Grant (Main Portion)</td>
<td>338,014</td>
</tr>
<tr>
<td>2012-13 Categorical Block Grant (EIA Portion)</td>
<td>45,968</td>
</tr>
<tr>
<td>2012-13 Other &quot;Flexed&quot; Categoricals</td>
<td>31,743</td>
</tr>
<tr>
<td><strong>2012-13 Actual Funding Total:</strong></td>
<td><strong>$4,944,438</strong></td>
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#### Step 2: Calculate LCFF Target Amount:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>2016-17 Projected Enrollment:</td>
<td>957</td>
</tr>
<tr>
<td>2016-17 Total Unduplicated Count of Free/Red Lunch, EL and Foster Students:</td>
<td>413</td>
</tr>
<tr>
<td>2016-17 Unduplicated % (13-14,14-15 &amp; 15-16 Enrollment / 13-14, 14-15 &amp; 15-16 UC):</td>
<td>43.16%</td>
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<table>
<thead>
<tr>
<th>2016-17 ADA</th>
<th>K-3 / 9-12 ADA</th>
<th>Conc. ADA</th>
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</thead>
<tbody>
<tr>
<td>Base Grant</td>
<td>Add-on Grant</td>
<td>Supp. Grant</td>
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<tr>
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<tr>
<td>230.00</td>
<td>7,367</td>
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<tr>
<td>195.00</td>
<td>7,477</td>
<td>645</td>
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<tr>
<td>160.00</td>
<td>7,699</td>
<td>665</td>
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<tr>
<td>320.00</td>
<td>8,921</td>
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<td>Totals:</td>
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<table>
<thead>
<tr>
<th>LCFF Target:</th>
<th>$8,135,840</th>
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<tr>
<td>2016-17 P-2 ADA:</td>
<td>divided by 905.00</td>
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<tr>
<td>LCFF Target Per ADA:</td>
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<tr>
<td>LCFF Base Grant + Add-On Only Per ADA:</td>
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#### Step 3: Calculate Current Year LCFF Funding:

<table>
<thead>
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<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>LCFF Target:</td>
<td>$8,135,840</td>
</tr>
<tr>
<td>Starting Amount (2012-13 Actual Funding Per ADA x 2016-17 ADA):</td>
<td>(5,447,937)</td>
</tr>
<tr>
<td>Prior Year Gaps per ADA x 2016-17 ADA:</td>
<td>(706,598)</td>
</tr>
<tr>
<td><strong>Total Revised Gap Amount:</strong></td>
<td>$1,981,305</td>
</tr>
<tr>
<td>Percentage of Gap Covered in 2016-17:</td>
<td>18.690%</td>
</tr>
<tr>
<td>Dollar Amount of 2016-17 Gap Coverage:</td>
<td>$370,306</td>
</tr>
</tbody>
</table>

| Total 2016-17 LCFF Funding (2013-14 Funding + 15-16 Gap Coverage): | $6,524,841 |
| Total 2016-17 LCFF Funding Per 2016-17 ADA:                      | $7,209.77 |
| % Change in $/ADA Funding from 2014-15 to 2016-17:               | 1.677%    |
The Learning Choice Academy  
2014-19 Charter Renewal Petition  
FUNDING CALCULATIONS

2016-17 (Year 3)  
Net State Funding COLA over prior year = 1.99%

<table>
<thead>
<tr>
<th>GENERAL PURPOSE ENTITLEMENT</th>
<th>$/ADA</th>
<th>ADA</th>
<th>Subtotal</th>
<th>TOTALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total LCFF Funding (see LCFF page):</td>
<td>$ 7,209.77</td>
<td>905.00</td>
<td>$ 6,524,841</td>
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</tr>
<tr>
<td>Estimated Local In-Lieu-Of Tax Portion:</td>
<td>$ 3,841.38</td>
<td>905.00</td>
<td>$ 3,476,449.00</td>
<td></td>
</tr>
<tr>
<td>Education Protection Account Portion:</td>
<td>$ 1,182.40</td>
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<td>1,070,074.00</td>
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</tr>
<tr>
<td>Remaining State Aid Portion:</td>
<td>$ 2,185.99</td>
<td>905.00</td>
<td>1,978,318.00</td>
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<tr>
<td><strong>TOTAL GENERAL PURPOSE ENTITLEMENT</strong></td>
<td></td>
<td></td>
<td><strong>$ 6,524,841.00</strong></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>FEDERAL REVENUES</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Title I Funding</td>
<td>$ 110,674</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title II Part A</td>
<td>4,012</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title III LEP</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Federal Title I-III Funding:</strong></td>
<td></td>
<td></td>
<td><strong>114,686.00</strong></td>
</tr>
<tr>
<td>Other Federal Revenues</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PCSGP Startup/Implementation Grant</td>
<td>$ -</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal IDEA Special Education</td>
<td>103,170.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Federal Revenue</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Other Federal Revenues:</strong></td>
<td></td>
<td></td>
<td><strong>103,170.00</strong></td>
</tr>
<tr>
<td><strong>TOTAL FEDERAL REVENUES</strong></td>
<td></td>
<td></td>
<td><strong>$ 217,856.00</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OTHER STATE REVENUES</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Prop 20 Lottery (using P-2 ADA)</td>
<td>$ 126.00</td>
<td>945</td>
<td>119,070.00</td>
</tr>
<tr>
<td>Prop 20 Lottery (using P-2 ADA):</td>
<td>31.00</td>
<td>945</td>
<td>29,295.00</td>
</tr>
<tr>
<td><strong>Total Additional Other State Revenues:</strong></td>
<td></td>
<td></td>
<td><strong>465,005.34</strong></td>
</tr>
<tr>
<td><strong>TOTAL OTHER STATE REVENUES</strong></td>
<td></td>
<td></td>
<td><strong>$ 613,370.34</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OTHER LOCAL REVENUES</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest Earnings:</td>
<td>$ 1,000.00</td>
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</tr>
<tr>
<td>Additional Other Local Revenues</td>
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<td></td>
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</tr>
<tr>
<td>Local Donations/Contributions</td>
<td>$ 6,500.00</td>
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<td></td>
</tr>
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<td>Other Local Revenues</td>
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<td><strong>Total Additional Other Local Revenues:</strong></td>
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<td><strong>6,500.00</strong></td>
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<td><strong>TOTAL OTHER LOCAL REVENUES</strong></td>
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<td><strong>$ 7,500.00</strong></td>
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| TOTAL REVENUES | | | **$ 7,363,567.34** |
APPENDIX F:

Fiscal Policies
Policy:

The purpose of a petty cash fund is to have cash available in the office of the Director for express charges, postage due, and other unforeseen small expenses which cannot conveniently be charged and handled in the usual manner.

1. The amount of cash funds at any school site shall not exceed $50.

2. The Director or staff member in whose name the fund is created will be responsible for all expenditures made from it.

3. Each disbursement will be supported by a cash register tape, a sales slip, or other evidence of the expenditure. Such evidence will be summarized monthly or earlier if the fund needs replenishment.

4. The documents and the summary will be forwarded to the business office where a check will be issued to replenish the fund.

5. The amount on deposit plus receipts of disbursement must always equal the original amount of the fund.

6. Funds will be regularly audited by the business office.

7. Funds are subject to audit by the school's auditor.

8. Money left overnight in schools shall be kept in a safe or secured place.
Policy:

School Revolving Fund

The Governing Board may establish by resolution a revolving cash fund of $10,000 for use by the Director or designee in paying for goods, services and other charges determined by the Board, including supplemental payments required to correct any payroll errors.

The funds shall be deposited in a bank doing business locally, whose deposits are insured by FDIC. The Director shall be responsible for all payments into the account as well as expenditures from the account subject to the restrictions established by the Board.

The Board shall review and revise fund usage as appropriate.

Additional Revolving Funds

The Board also may, by resolution, establish revolving cash funds for use by staff members to pay for goods and services.

No funds maintained in a revolving fund shall be used in an attempt to influence government decisions, for entertainment purposes, or for any other purpose not related to classroom instruction.

The Board shall name the staff members who will have use and control of the funds. Staff so named shall be responsible for all payments into the accounts as well as expenditures from the accounts, subject to restrictions established by the Board.

The Board shall provide an audit of revolving funds on a regular basis.
The Learning Choice Academy

Subject: Budget and Fiscal Reporting Calendar

The Governing Board accepts responsibility for adopting a sound budget that is compatible with the school's vision and goals. The Board shall establish and maintain a reserve that is sufficient for contingencies and unforeseen emergencies. The Board encourages public input in the budget development process and shall approve all budgets in public board sessions in accordance with law.

The Executive Director will work with staff and consultants to prepare and develop budgets based on year-to-date actuals, legislative changes, funding outlook for the coming and future year, expansion or contraction plans affecting enrollment, and all other factors having a financial impact on the operation of the school. All budgets shall be considered preliminary prior to final Board approval at a public meeting.

The school’s initial and interim budgetary process shall follow the provisions of Education Code 47604.33, as quoted below. Furthermore, each budget shall be approved by the due date set by the San Diego Unified School District for each required budget report, and delivered to the District by such date, but in no case later than the state-required deadlines.

A financial reporting calendar shall be approved by the Board for each fiscal year, no later than the approval date of the final budget, showing filing deadlines for each budget report.

Education Code 47604.33:

47604.33. (a) Each charter school shall annually prepare and submit the following reports to its chartering authority and the county superintendent of schools, or only to the county superintendent of schools if the county board of education is the chartering authority:

(1) On or before July 1, a preliminary budget. For a charter school in its first year of operation, the information submitted pursuant to subdivision (g) of Section 47605 satisfies this requirement.

(2) On or before December 15, an interim financial report. This report shall reflect changes through October 31.

(3) On or before March 15, a second interim financial report. This report shall reflect changes through January 31.

Approved 7/10/07
The Learning Choice Academy

Subject: Bank Transfers

The school currently has two operating bank accounts:

a) an account at the San Diego County Office of Education held in the County Treasury, which receives all state and district governmental deposits; and

b) an operating checking account at Wells Fargo Bank, which is used to make all payroll and vendor payments, and which receives all local deposits such as donations.

In the course of business, regular transfers are required between the County account and the Wells Fargo account, in order to move state and district governmental funding into the operating account in order to meet payroll and other operational costs.

These transfers are handled through the County of San Diego WARP online transfer system. A request for transfer is made online through the password-protected site and must be subsequently approved by the San Diego City Unified School District. Only after submittal and SDUSD approval is the transfer processed.

To expedite such transfers, the school's third-party business service provider is hereby authorized by the Board to initiate such transfers through the WARP system and coordinate the approval process. The provider is only authorized to initiate transfers from one school account to the other school account to ensure enough operating cash is always available to meet ongoing needs. The provider may not initiate or approve any other types of transfers other than the internal transfers described above.

The provider is required to ensure that e-mail notification of any transfers is delivered to the school's Business Manager prior to the transfer date, and a confirmation of transfers is e-mailed to the Business Manager within 2 business days after such transfer.

Approved 7/10/07
The Learning Choice Academy

Subject: Check Signatures

All checks for amounts over $5,000 will be signed by two authorized signers designated by The Learning Choice Academy.

Approved 4/7/2008
The Learning Choice Academy

Subject: Fixed Assets and Capitalization Policy

PURPOSE AND SCOPE

The purpose of this Policy is to establish standard procedures for capitalizing fixed assets to facilitate the identification, reporting and safeguarding of TLC assets in compliance with generally accepted financial reporting requirements.

ASSET VALUE

Capital assets are valued at their historical cost. In the absence of historical cost information, the asset’s estimated historical cost will be used. Donated assets are reported at fair market value on the date the asset is donated.

CAPITALIZATION THRESHOLD

The School will capitalize all individual assets with a cost of $1,000 or more and that have an estimated useful life of one year or more.

DEPRECIATION METHOD

Capitalized assets are depreciated using the straight line method.

ESTIMATED USEFUL LIVES

The following guidelines are used in setting estimated useful lives for asset reporting:

- Leasehold Improvements 10-20 years
- Vehicles 5 – 10 years
- IT/Technology Equipment 3-5 years

Approval Date: 7/22/2008
Revision Approval Date: 12/16/2008
The Learning Choice Academy

Subject: Staff Cash-Handling Policy

Guidelines for school-approved collection of funds

- Funds are not to be collected for any event, including charities, except for school-sponsored events.
- School-sponsored events may not benefit one person or a cause to support one person.
- While staff may not collect funds for any student cause or charity, staff may post an announcement for charities or sales that students are sponsoring, as long as all advertisements state that the event in question is not school sponsored and funds may not be collected at school.
- In order for an event to be school sponsored, an approval form must be submitted to and approved by the School Director before any advertising or collection of funds may begin.

The following cash-handling procedures should be followed by all staff members:

- Cash may only be handled by a staff member after approval has been granted by the school director. For any particular school-sponsored event, the IAs, Events Coordinator, and Administrative Assistant are authorized to handle cash. Any other staff member must be preapproved by the school director.
- A receipt should be issued to the customer by the cash collection point immediately upon receipt of cash.
- All cash and checks should be stored in a safe, locked drawer.
- All checks and cash should be totaled and recorded on a deposit form and submitted to the school's Associate Budget Analyst within three (3) days of the event.

Approval Date: 5/18/2010