



## Feather River Charter School

### Special Board Meeting

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#### Date and Time

Wednesday August 4, 2021 at 5:30 PM PDT

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#### Feather River Special Board Meeting

When Wed Aug 4, 2021 5:30pm – 6pm Pacific Time - Los Angeles

Where <https://us02web.zoom.us/j/89227570869?pwd=K21MK0VMcms1emJLQTIXOWg5NHdXUT09> (map)

Who • [jenn.kramer@sequoiagrove.org](mailto:jenn.kramer@sequoiagrove.org) - organizer

Jenn Kramer is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/89227570869?pwd=K21MK0VMcms1emJLQTIXOWg5NHdXUT09>

Meeting ID: 892 2757 0869

Passcode: 359057

One tap mobile

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Find your local number: <https://us02web.zoom.us/u/kcfDxAhbmJ>

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## Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>5:30 PM</b>
<b>A.</b> Record Attendance		David Brockmyer	1 m
<b>B.</b> Call the Meeting to Order		David Brockmyer	1 m
<b>C.</b> Approval of the Agenda	Vote	David Brockmyer	1 m
<b>D.</b> Public Comments		David Brockmyer	2 m
<b>II. Operations</b>			<b>5:35 PM</b>
<b>A.</b> Employee Handbook Amendment	Vote	Jenell Sherman	5 m
<b>B.</b> Salary Schedule for Part-Time Specialized Teacher	Vote	Jenell Sherman	5 m
<b>III. Academic Excellence</b>			<b>5:45 PM</b>
<b>A.</b> New Vendor Contract	Vote	Jenell Sherman	5 m
<b>B.</b> Parent Student Handbook	Vote	Jenell Sherman	5 m
<b>C.</b> Independent Study Policy	Vote	Jenell Sherman	5 m
<b>IV. Closing Items</b>			<b>6:00 PM</b>
<b>A.</b> Board of Director's Comments & Requests	Discuss		2 m
<b>B.</b> Announcement of Next Regular Scheduled Board Meeting	Vote	David Brockmyer	1 m
The Next Regular Scheduled Board Meeting is August 17, 2021 at 6:00 PM.			
<b>C.</b> Adjourn Meeting	Vote		1 m

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Public Comment Rules: Members of the public may address the Board on agenda or non-agenda items through the teleconference platform, Zoom. Zoom does not require the members of the public to have an account or login. Please either utilize the chat option to communicate to the administrative team of your desire to address the Board or simply communicate orally your desire to address the Board when the Board asks for public comments. Speakers may be called in the order requests are received. Comments are limited to 2 minutes each, with no more than 15

minutes per single topic. If a member of the public utilizes a translator to address the Board, those individuals are allotted 4 minutes each. If the Board utilizes simultaneous translation equipment in a manner that allows the Board to hear the translated public testimony simultaneously, those individuals are allotted 2 minutes each. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to school staff or calendar the issue for future discussion.

Note: The Governing Board encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Governing Board Office at (562) 584-0427 at least 48 hours before the scheduled board meeting so every reasonable effort can be made to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132)).

# Coversheet

## Employee Handbook Amendment

**Section:** II. Operations  
**Item:** A. Employee Handbook Amendment  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Draft v.3 SGCA Employee Handbook 2021-2022.pdf

### BACKGROUND:

The 2021-22 Employee Handbook has already been Board approved. This version has two amendments:

- Page 23- Written authorization to use personal vehicle for work is no longer needed.
- Page 19, 27- Staff agrees to adhere to the Laptop/Technology Policy when signing the Employee Handbook signature page. No longer a separate Agreement.

### RECOMMENDATION:

Recommended for Board approval.





# SEQUOIA GROVE CHARTER ALLIANCE

## Employee Handbook

July 1, 2021 –  
June 30, 2022





## Welcome to **Sequoia Grove Charter Alliance**

Welcome to Clarksville Charter School, Feather River Charter School, Lake View Charter School, and Winship Community Schools, Members of the Sequoia Grove Charter Alliance! Herein below, "your School" is defined as the charter school in which you are contractually employed.

We are happy to have you join us. We believe our School is truly unique and serves a diverse group of talented and hardworking students. We regard the work we do as being of utmost importance. Therefore, we have very high expectations for professionalism and performance for each one of our employees. All employees should treat all individuals, including students, teachers, administrators, volunteers, and family members, with respect, and approach all situations as opportunities to learn.

This handbook has been written to provide you with an overview of our Schools, its personnel policies and procedures, and your benefits as an employee.

This handbook is intended to explain in general terms policies that most often apply to your day-to-day work activities. This handbook cannot anticipate every situation or answer every question about employment, and it is not an employment contract. Employees are expected to read this handbook thoroughly upon receipt, to know and abide by the policies outlined herein, and as revised over time, throughout their employment. No School guideline, practice, manual or rule may alter the "at-will" status of your relationship with your School.

In order to retain necessary flexibility in the administration of its policies, procedures and benefits, your School reserves the right to change, deviate from, eliminate, or revise the handbook, except for the at-will provisions, at any time, without notice, whenever your School determines that such action is warranted. For these reasons, we urge you to check with your supervisor to obtain current information regarding the status of any particular policy, procedure or practice. This handbook supersedes and replaces all previous personnel policies, practices and procedures.

We welcome you and wish you great success and fulfillment at your School.

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## SECTION 1 – GENERAL

This handbook has been written to serve as a guide for the employer/employee relationship. This handbook applies to faculty and staff at your School. This handbook contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to your supervisor or Human Resources. You are responsible for reading, understanding, and complying with the provisions of this handbook. Our objective is to provide you with a work environment that is constructive to both personal and professional growth.

Neither this handbook nor any other School document confers any contractual right, either express or implied, to remain in your School employ, nor does it guarantee any fixed term or condition of your employment. Except as otherwise provided in an executed employment agreement, your employment is not for any specified period of time and may be terminated at will, with or without cause and without prior notice, by your School or you may resign for any reason at any time.

No supervisor or other representative of your School except the Executive Director or designee, with the approval of the Board of Directors, has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. Further, the procedures, practices, policies and benefits described herein may be modified or discontinued from time to time with or without advance notice. We will try to inform you of any changes as they occur. Up to date policies are found in the Schools' governing board websites.

## SECTION 2 – PHILOSOPHY

### CORE PURPOSE

Your School exists to educate and inspire children to realize their potential to become extraordinary and active members of society.

### CORE VALUES

The following three core values are what distinguish your School from other schools:

- Mentoring – to inspire students to forge their paths in the world
- Passionate – to strive for excellence
- Collaborative – to be active, engaging, and contributing team members

### PERMISSION-TO-PLAY VALUES

The following Permission-to-Play values are minimum behavioral standards that all employees must exhibit consistently:

- Innovative
- Dynamic
- Results-oriented
- Data-driven
- Extraordinary
- Confident
- Energetic

### STRATEGIC ANCHORS

To ensure success of our core purpose and core values, your School will use the following two strategic anchors to inform every decision the School makes and the basis for how decisions and actions will be evaluated:

- Academic achievement through relevant curricula, clear expectations, and shared accountability
- Relationship building through mentorship and consistent communication

## Schoolwide ..... Learner Outcomes



	<p><i>Our students are...</i></p>
	<p><i>Navigators of the Digital World</i> Proficient in the use of technology, media, and online resources</p>
	<p><i>Self-Directed and Motivated</i> Able to set attainable goals to achieve academic success</p>
	<p><i>Personalized Learners</i> Thriving in the education style that best fits their individual needs</p>
	<p><i>Independent Critical-Thinkers</i> Able to problem-solve, take ownership, and apply their knowledge</p>
	<p><i>Responsible Citizens</i> Actively seeking knowledge of local and global issues</p>
	<p><i>Effective Communicators</i> Articulating their thinking with confidence</p>

## SECTION 3 – EMPLOYMENT

### EMPLOYMENT APPLICATIONS

We rely upon the accuracy of information contained in the employment application and the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

### EQUAL EMPLOYMENT OPPORTUNITY

Your School is an equal opportunity employer. In accordance with applicable law, your School prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived ancestry, age, color, disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sex, sexual orientation, actual or potential parental, family, marital status, or association with a person or a group with one or more of these actual or perceived characteristics. Your School will ensure that applicants and employees are treated in all aspects of employment without unlawful discrimination because of these or any other protected basis. Such aspects of employment include, but are not limited to, recruitment, hiring, promotion, demotion, transfer, layoff, termination, compensation, and training. Additionally, in accordance with applicable law, your School prohibits all forms of unlawful harassment of a sexual or other discriminatory nature. Any conduct contrary to this policy is prohibited. This policy applies to all applicants and employees of your School.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, your School will make a good faith effort to provide reasonable accommodations for the known physical or mental limitations of an otherwise qualified applicant or employee with a disability, unless undue hardship would result to your School. An applicant or employee who believes he or she requires an accommodation in order to perform the essential functions of the job should contact Human Resources and request such an accommodation, specifying what accommodation he or she needs to perform the job. Your School will analyze the situation, engage in an interactive process with the individual, and respond to the individual's request. If you believe you have been subjected to discrimination, please follow the complaint procedure outlined below.

### HARASSMENT

It is the policy of your School to ensure equal employment opportunity without discrimination, harassment, intimidation, or bullying based on actual or perceived ancestry, age, color, disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sex, sexual orientation, actual or potential parental, family, marital status, or association with a person or a group with one or more of these actual or perceived characteristics. Your School prohibits any such discrimination or harassment. In addition, we prohibit abusive conduct/workplace bullying in the work environment. It is our mission to provide a professional work and learning environment free of harassment, discrimination and/or workplace bullying that maintains equality, dignity, and respect for all. This policy protects all employees of the School as well as interns, volunteers, and potential employees (applicants). All employees of the School are required to abide by this policy, regardless of position or status, including supervisors, administration, and co-workers. In addition, this policy prohibits unlawful harassment by third parties, including students, parents, vendors or other third parties, who have workplace contact with our employees. This policy applies to all applicants and employees (or other listed individuals), whether related to conduct engaged in by fellow employees or someone not directly connected to your School (e.g. an outside vendor, consultant or customer). Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business or field trips, meetings and business or school-related social events.

#### What is Harassment?

Harassment can take many forms. As used in this Employee Handbook, the terms "discrimination" and "harassment" includes all unwelcome conduct that comprises the following behavior pertaining to any of the above protected categories or characteristics:

- Offensive remarks, comments, jokes or slurs pertaining to an individual's race, religion, sex, sexual orientation, gender or gender identity or gender expression, age, national origin or ancestry, disability, citizenship, veteran status, or any other protected status as defined by law or regulation whether verbally or by electronic means including email, and/or text messages
- Offensive sexual remarks, sexual advances, flirtations, or requests for sexual favors regardless of the gender of the individuals involved and whether verbally or by electronic means
- Offensive physical conduct, including, but not limited to, touching, blocking normal movement or interfering with another's work regardless of the gender of the individuals involved, including, but not limited to threats of harm, violence or assault
- Offensive pictures, drawings or photographs or other communications, including email, text messages, or other forms of electronic communication
- Holding work functions in inappropriate venues, such as a strip-club
- Sex or gender based practical jokes, sexual favoritism
- Threatening reprisals due to an employee's refusal to respond to requests for sexual favors or for reporting a violation of this policy
- Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, regardless of gender, when:
  - Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
  - Submission to, or rejection of, such conduct by an individual is used as a basis for employment decisions affecting such individual;
  - Such conduct has the purpose or effect of substantially interfering with the individual's work performance or creating an intimidating, hostile or offensive working environment.
  - What is abusive conduct/workplace bullying?
- Conduct of an employee in the workplace that a reasonable person would find hostile, threatening, intimidating, humiliating and unrelated to an employer's legitimate business interests.
  - Use of derogatory remarks, insults and/or epithets.
  - Verbal or physical conduct that sabotages or undermines a person's work performance that is threatening, humiliating or intimidating.
- Bullying, gossip, profanity, abusive conduct and negative comments are destructive to our School culture, create false rumors, disrupt school operations and interfere with the privacy of others.

#### What is Retaliation?

Retaliation against an individual for reporting harassment, discrimination, abusive conduct or for participating in an investigation of a claim of such is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately to Human Resources and will be promptly investigated and addressed.

As used in this policy, "retaliation" means taking any adverse employment action against an employee because the employee engaged in protected activity pursuant to this policy. Protected activity may include, but is not necessarily limited to, opposing a practice or conduct the employee reasonably believes to be unlawful, reporting or assisting in reporting suspected violations of this policy, cooperating or participating in investigations or proceedings arising out of a violation of this policy, or engaging in any other activity protected by applicable law.

As used in this policy, an "adverse employment action" means conduct or an action that materially affects the terms and conditions of the employee's employment status or is reasonably likely to deter the employee from engaging in further protected activity. An adverse employment action may include, but is not limited to, the following: demotion, suspension, reduction in pay, denial of merit salary increase, failure to hire, refusing to promote, denying employment opportunities, changing work assignments or otherwise treating an employee differently.

Any retaliatory adverse action because of a protected activity will not be tolerated. If an employee believes he/she has been subjected to, has witnessed, or has knowledge of retaliation in violation of this policy, please follow the complaint procedure outlined below.

#### Responsibility

All School employees have a responsibility for keeping our work environment free of harassment, discrimination, retaliation and abusive conduct in accordance with this policy.

#### Reporting

Your School encourages reporting of all perceived incidents of discrimination, harassment, abusive conduct or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been subjected to such conduct should immediately discuss their concerns with their immediate supervisor, Executive Director or Human Resources. Do not report your complaint to any individual who has allegedly engaged in the inappropriate behavior that is the subject of your complaint. In addition, your School encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. Your School recognizes, however, that an individual may prefer to pursue the matter through formal complaint procedures. Every effort will be made to keep such reports as confidential as possible, although confidentiality cannot be guaranteed. Your School is serious about enforcing its policy against harassment; however, your School cannot resolve a harassment problem that it does not know about. Therefore, employees are responsible for bringing any such problems to your School's attention so it can take whatever steps are necessary to correct the problems.

Supervisors must report any and all conduct of which they are made aware, which violates, or may violate, policies regarding discrimination, unlawful harassment, or retaliation to Human Resources, the Executive Director or the Chair of the Board of Directors, if appropriate. Supervisors who fail to report alleged violations may be subject to disciplinary action, up to and including termination.

Title IX provides for separate processes and procedures for sexual harassment and sexual assault when the type of conduct falls within the definitions of sexual harassment and sexual assault as provided in 34 C.F.R. § 106.30. In addition, the conduct must have taken place at school locations, events or circumstances over which the School exercised substantial control over both the individual who has been accused of sexual harassment and/or assault and the context in which the sexual harassment occurs. For these types of complaints, the School will follow the Title IX policy processes and procedures, which may be found in the School's Title IX grievance policy. If the conduct does not fall within Title IX, this policy will be followed. There may be instances where the conduct falls within both policies and the School will follow both policies.



The School's Title IX Coordinators are:

For Lake View Charter School and Winship Community Schools: Julie Haycock Email- julie.haycock@lakeviewcharter.org Phone Number- (916) 382-8873

For Clarksville and Feather River Charter Schools: Jenell Sherman Email- jenell.sherman@featherrivercharter.org Phone Number- (916) 532-5923

If you have a complaint about Title IX, contact the Title IX Coordinator listed above. You have 180 days of the date of the alleged discrimination, unless the time for filing is extended for good cause by the Title IX Coordinator. Although you are not required to utilize the School's internal grievance procedure, you may do so prior to filing a complaint with the Office of Civil Rights (OCR). If you use the School's internal grievance process, your Title IX complaint must be filed with the Office of Civil Rights within 60 days after the last act of the School's grievance process. If using the School's grievance process, the School will investigate student Title IX claims of discrimination using the processes adopted through the Uniform Complaint Procedure. A copy of the School's Uniform Complaint Procedures is available on the School's website.

Questions, concerns or complaints regarding compliance with Title IX employee issues, please contact the Human Resources Director Becky Harris, 4818 Golden Foothills Parkway #9, El Dorado Hills, CA 95762, (916) 241-8657. Questions, concerns or complaints regarding harassment, discrimination, intimidation and bullying, please contact the Equity Compliance Officer, Darcy Belleza, 4818 Golden Foothills Parkway #9, El Dorado Hills, CA 95762, (916) 241-8657.

#### Universal Complaint Procedure

All complaints of harassment, discrimination, retaliation or abusive conduct will be promptly investigated. Your School encourages the prompt reporting of complaints or concerns so that rapid and appropriate remedial action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Your School's investigation methods will vary depending on the nature of the complaint, the allegations, the witnesses, and other factors. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. All complaints will be handled as confidentially as possible and information will be disclosed only as it is necessary to complete the investigation and resolve the matter. All employees are required to fully cooperate with your School's investigation, which includes, but is not limited to, providing all pertinent information in a truthful manner, submitting pertinent documents in their possession, not interfering with the investigation in any manner, and maintaining an appropriate level of discretion regarding the investigation. Failure to do so may result in disciplinary action, up to and including termination.

During the investigation, your School will provide regular progress updates, as appropriate, to those directly involved. Your School will strive to complete its investigation as efficiently as possible in light of the allegations and will reach any conclusions based on the evidence collected and credibility of the witnesses. Your School may investigate conduct in the absence of a formal complaint if your School has reason to believe that an individual has engaged in conduct that violates School policies or applicable law. Further, your School may continue its investigation even if the original complainant withdraws his or her complaint during the course of the investigation. Any conduct which your School believes constitutes harassment, discrimination, abusive conduct, or retaliation in violation of this policy will be dealt with appropriately. Corrective action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as your School believes appropriate under the circumstances. Due to privacy protections, your School may not be able to fully disclose its entire decision regarding corrective action to the complainant. False and malicious complaints of harassment, discrimination, abusive conduct, or retaliation as opposed to complaints, which, even if erroneous, are made in good faith, may be the subject of appropriate disciplinary action. You may view the Universal Complaint Procedure on your school's website.

#### Conclusion

This policy was developed to ensure that all employees could work in an environment free from harassment, discrimination, abusive conduct and retaliation. Your School will make every reasonable effort to ensure that all concerned are familiar with these policies and aware that any complaint in violation of such policies will be investigated and resolved appropriately. Any employee who has questions or concerns about these policies should talk with Human Resources or the Executive Director. Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion in order to avoid allegations of harassment. The law and the policies of your School prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and prerequisites of employment. The prohibitions against harassment, discrimination, abusive conduct, and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

If you believe you have experienced discrimination, harassment, or abusive conduct you may file a Department of Fair Employment and Housing ("DFEH") or Equal Employment Opportunity Commission complaint. For information contact the DFEH or EEOC. You may find their phone numbers in the phone directory.

#### Training Requirements

Your School requires all employees to abide by California's training requirements, which includes training within six months of hire and retraining as legally required, thereafter. Employees who fail to complete this required training will be subject to disciplinary action, up to and including termination.

#### AT WILL EMPLOYMENT

We believe that an employment relationship is successful as long as both parties are mutually satisfied. Accordingly, both you and your School will have the right to terminate your employment and all related compensation and benefits at any time, with or without cause and with or without notice. In addition, your School may eliminate or change any term or condition of your employment (including but not limited to your job assignment, duties, or salary) at will, at any time, for any reason not prohibited by law, with or without cause and with or without previous notice.

This is called "employment at will," and no one other than the Executive Director of your School with the approval of the Board of Directors, has the authority to alter your employment at-will status, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. Further, any such agreement must be in writing and must be signed by the Executive Director. Statements of specific grounds for termination set forth in this Handbook, or elsewhere, are not all-inclusive and are not intended to restrict your School's right to terminate at-will.

#### TRANSCRIPTS FOR SALARY ADJUSTMENT

All transcripts must be turned in to Human Resources before September 1 to be considered for the current school year. If you choose to enroll in courses for Professional Development, please complete the *Professional Development Survey* in the HST Handbook no later than September 1, for consideration for the upcoming school year. This is an approval of courses to confirm that courses to be enrolled in are educationally relevant and sound. Failure to complete the *Professional Development Survey* before the deadline may result in no credit received for courses taken.

#### OPEN COMMUNICATION POLICY

We want to hear from you. Your School strongly encourages employee participation in decisions affecting their employment and their daily professional responsibilities. Our greatest strength lies in our employees and our ability to work together. We encourage open communication about all aspects of our school and organization. Employees are encouraged to openly discuss with their supervisors any problems or suggestions they believe would make our organization better and stronger. Your School is interested in all our employee's success and fulfillment. We welcome all constructive suggestions and ideas.

Employees who have work-related concerns or complaints are encouraged to discuss them with their supervisor or the Executive Director. Employees are encouraged to raise their work-related concerns as soon as possible after the events that cause concern. Your School will attempt to keep the employee's concerns and complaints and any resulting investigation confidential to the extent feasible. However, in the course of an investigation and/or in resolving the matter, some dissemination of information to others may be necessary, appropriate, and/or required by law. Employees with concerns or complaints relating to harassment, discrimination or retaliation should follow the reporting procedure outlined in this Handbook.

#### LACTATION ACCOMMODATION POLICY

Your School provides a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child. For those employees that are working at a school site, the School will also make a reasonable effort to provide the employee with the use of a room or other private location in close proximity to the employee's work area for the employee to express milk in private. The location will also meet the following requirements: not be a bathroom; be free from intrusion; be shielded from view; be safe, clean, and free of hazardous materials; contain a surface to place a breast pump and personal items; contain a place to sit; and have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump. In addition, the School shall provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's work area. If a refrigerator cannot be provided, the School may provide another cooling device suitable for storing milk, such as a School-provided cooler.

The School reserves the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations.

Employees requesting an accommodation under this policy should comply with the following requirements:

- The employee should complete an accommodation request form and contact the employee's supervisor or Human Resources to request designation of a location and time to express breast milk under this policy. The School will respond accordingly, generally within two business days.
- The requested break time should, if possible, be taken concurrently with other scheduled break periods. Nonexempt employees should clock out for any lactation breaks that do not run concurrently with normally scheduled rest periods. Any such breaks will be unpaid.

Retaliation for making a lactation accommodation request is strictly forbidden. If the employee believes she has been retaliated against it should be reported immediately to her supervisor, Human Resources or Executive Director. Discrimination against and harassment of lactating employees in any form is unacceptable, a form of prohibited sex/gender discrimination, will not be tolerated at your School and will be handled in accordance with your School's policy on discrimination and harassment. If any employee believes that he or she has experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may file a complaint with his or her supervisor and/or the Labor Commissioner's



Office. For more information, contact the Labor Commissioner's Office by phone at 213-897-6595 or visit a local office by finding the nearest one on our website: [www.dir.ca.gov/dlse/DistrictOffices.htm](http://www.dir.ca.gov/dlse/DistrictOffices.htm). The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

#### **PUBLIC RELATIONS**

The success of a school depends upon the quality of the relationship among the school, its employees, students, parents and the general public. The public impression of your School and its interest in our school will be formed in part, by School employees. Our employees are ambassadors. The more goodwill an employee promotes, the more employees, students, parents and the general public will respect and appreciate the employee, our School and our School's services.

Below are several things employees can do to help leave people with a good impression of our School. These are the building blocks for our continued success:

- Communicate with parents regularly
- Act competently and deal with others in a courteous and respectful manner.
- Communicate pleasantly and respectfully with other employees, families and students at all times.
- Follow up on requests and questions promptly, provide professional and personable replies to inquiries and requests, and perform all duties in an orderly manner.
- Respond to email and voicemail within 24 hours during the workweek.
- Take great pride in your work and enjoy doing your very best.

#### **WHISTLEBLOWER POLICY**

Your School is committed to maintaining a workplace where employees are free to raise good faith concerns regarding certain business practices, specifically: (1) reporting suspected violations of law, including but not limited to federal laws and regulations; (2) providing truthful information in connection with an inquiry or investigation by a court, agency, law enforcement, or other governmental body; and (3) identifying potential violations of School policy, specifically the policies contained in your School's Employee Handbook. An employee who wishes to report a suspected violation of law or School Policy may do so by contacting the Executive Director, Director or Human Resources.

Your School expressly prohibits any form of retaliation, including harassment, intimidation, adverse employment actions, or any other form of retaliation, against employees who raise suspected violations of law, cooperate in inquiries or investigations, or identify potential violations of School policy. Any employee who engages in retaliation will be subject to discipline, up to and including termination.

Any employee who believes that he or she has been subjected to any form of retaliation as a result of reporting a suspected violation of law or policy should immediately report the retaliation to one of the following: the Executive Director, Director or Human Resources. Any supervisor, manager, or human resources staff member that receives complaints of retaliation must immediately inform the Executive Director or Chair of the Board of Directors, if appropriate.

Reports of suspected violations of law or policy and reports of retaliation will be investigated promptly and in a manner intended to protect confidentiality as much as possible (although confidentiality cannot be guaranteed) and consistent with a full and fair investigation. Human Resources and a member of School administration will conduct the investigation or designate other internal or external parties to conduct the investigations. The investigating parties will notify the concerned individuals of their findings as appropriate.

## SECTION 4 – THE EMPLOYMENT PROCESS

### EMPLOYEE STATUS AND CLASSIFICATIONS

Each School employee is either a “full-time,” “part-time,” or “temporary” employee and either an “exempt” or “non-exempt” employee. Some of the policies and benefits described in this handbook depend on whether the employee is full-time or part-time. Full-time employees are those employees regularly scheduled to work 30 or more hours or more each week. Part-time employees are those regularly scheduled to work less than 30 hours each week. Temporary employees are those employed for short-term assignments or in connection with a specific project or event. Temporary employees are not eligible for employee benefits, except those mandated by applicable law.

Every member of the team is designated as a “Certificated employee” or “Classified employee.” Some of the policies and benefits described in this handbook depend on how the employee is designated.

#### Exempt

This category includes all regular employees who are determined by the School to be exempt from certain wage and hour provisions of state and federal laws. Exempt employees are paid a fixed salary that is intended to cover all of the compensation to which they are entitled. Exempt employees will be expected to work the number of hours necessary to complete their assigned responsibilities. Because they are exempt, such employees are not entitled to additional compensation for extra hours of work. Typically, full-time Teachers and Administrators are exempt employees.

#### Non-Exempt

This category includes all regular employees who are covered by certain wage and hour provisions of state and federal laws. Non-exempt employees are entitled to overtime and double-time pay as well as meal and rest breaks, as prescribed by law. Typically, all part-time and temporary employees are non-exempt. Additionally, most Classified staff are typically non-exempt employees.

#### Certificated Employee

Certificated Employees are teachers and administrators.

- Homeschool teachers (HST) are Schedule A
- Specialized Teachers including High School Teachers and Virtual Academy Teachers, Education Specialists, Speech Pathologists, Nurses, and Occupational Therapists are Schedule B
- Leadership is Schedule C
- Administration is Schedule D
- See below for Schedule E
- Part-time HST’s are Schedule F

#### Classified Employee

Classified Employees include those employees hired by the School that do not primarily instruct students, nor require state certification, such maintenance, assistants and other operational employees.

- Classified Employees are Schedule E on the salary schedule

### WORK SCHEDULES

All employees will be assigned a work schedule suitable for their job assignment and will be expected to begin and end work according to the schedule. Please note that schedules may vary depending on a variety of factors including whether you work during the academic year or on an annual basis. The Executive Director or your supervisor will assign your individual work schedule. In order to accommodate the needs of our business, it may be necessary to change individual work schedules on either a short-term or long-term basis. All employees are expected to be at their desks or workstations at the start of their scheduled shift, ready to work. If you need to modify your schedule, request the change with Human Resources or your supervisor. All schedule changes or modifications must be approved by the Executive Director or your supervisor.

Your School reserves the right to assign employees to jobs other than their usual assignment when necessary, provided the employee is capable of performing the essential functions of the alternate assignment.

Non-exempt employees are not to work before or to continue working after their scheduled hours unless specifically assigned by the supervisor. Non-exempt employees are not allowed to work “off the clock.” Attendance at School-sponsored functions is not compensated unless the supervisor has required you to attend. Employees violating these rules may be subject to disciplinary action up to and including termination.

### WORKWEEK AND WORKDAY

Staff are expected to complete their School employment duties from 8:30 a.m. – 5:00 p.m. Monday- Friday excluding holidays.

### VIRTUAL TEACHING EMPLOYMENT CONDITIONS

#### Position Responsibilities:

- Teachers selected for special assignment including, but not limited to High School Virtual Academy, Junior High Virtual Academy, Intervention or other created programs deemed “Virtual” within the job description will be assigned a “Virtual Class” or “Virtual Classes”
- Teachers are provided, at the School’s expense, a computer capable of maintaining a high speed internet connection for conducting virtual classes and other duties. Other equipment provided when necessary for class upon request.
- Teachers must be available each school day from 8:30 a.m. – 5:00 p.m. Monday - Friday by internet and/or phone.
- Teachers assigned to virtual classes will be required to conduct a virtual classroom session.
- Teachers must have access to a phone for calling/responding to students/parents during the teacher’s scheduled time within twenty-four (24) hours..
- Teachers will use the tracking and monitoring system integrated into the student’s assigned course. Teachers will provide continual monitoring of the student’s progress and their scheduled benchmarked progress status.
- Teachers will be responsible for all virtual school required record keeping and reporting.

#### Training:

- Teachers are required to attend training sessions hosted virtually or in-person. Mileage reimbursement will follow standard School protocols and procedures.

#### Worksites:

- Most classes will be held virtually. Teachers may work from home.

### SPECIAL EDUCATION TEACHING EMPLOYMENT CONDITIONS

#### Special Education Teachers/ Case Managers

- Special Education Teachers/ Case Managers teach specialized academic instruction (SAI) and transition services as well as credit bearing courses virtually.
- Teachers are provided, at the School’s expense, a computer capable of maintaining a high speed internet connection for conducting virtual class and other duties.
- Teachers must be available each school day from 8:30 a.m. – 5:00 p.m. Monday - Friday by internet and/or phone.
- Special Education Teachers are required to teach in virtual classrooms/ sessions.
- Teachers must have access to a phone for calling/responding to students/parents during the teacher’s scheduled time within twenty-four (24) hours.
- Teachers will use the tracking and monitoring system in google classroom and curricular programs as well as SEIS. Teachers will provide continual monitoring of the student’s progress at the scheduled progress reporting times.
- Teachers are responsible for collecting data and student work samples for student IEP goals and special education taught courses.
- Teachers will be responsible for all special education required record keeping and reporting.

#### Training:

- Teachers are required to attend training sessions hosted virtually or in-person. Special Education Teachers are required to attend two in-person schoolwide meetings/trainings per year. Mileage reimbursement will follow standard School protocols and procedures.

#### State-wide Assessments:

- Special Education Teachers are required to proctor 5 days (maximum) of in-person state-wide assessments per year

#### Worksites:

- Special Education Teachers work remotely as all classes and sessions are taught virtually.

### ATTENDANCE AND PUNCTUALITY

Employees are expected to observe regular attendance and be punctual. Each of our employees is critical to our success. Therefore, regular attendance and punctuality is considered an essential function of all positions. If you are unable to report for work on any particular day, you must call your supervisor at least one hour before the time you are scheduled to begin working for that day. If you call in less than one hour before your scheduled time to begin work, you will be considered tardy for that day. Absent extenuating circumstances or a medical provider’s order excusing you from work for a period of time, you must call in on any day you are scheduled to work and will not report to work. The School understands that in some cases, advance notice is not possible. In these cases, notify your supervisor personally at the earliest possible moment. In some circumstances, you may be required to provide verification of the reason or documentation for your absence.

More than three instances of tardiness by a non-exempt employee or instructional employee during any twelve-month period are considered excessive. Any unexcused absence is considered excessive. If you fail to report for work without any notification to your supervisor and the absence continues for a period of three business days, the School will determine that you have abandoned your job and voluntarily terminated your employment.

**PROFESSIONAL DEVELOPMENT**

Employees are expected to attend and participate in all professional development sessions and other school sponsored trainings that may be scheduled. While we understand that scheduling conflicts may arise, consistent tardiness, absenteeism or early departures may result in disciplinary action. When an employee attends a school sponsored professional development and/or training, the time spent in attendance shall be counted as time worked. For virtual attendance, video registration/chat or signing in on a Google Doc/Survey will serve as attendance. For in-person meetings, either online document or paper documentation will be required for the purpose of record keeping. These records will serve as the official roster of attendance. Your School will pay hourly employees for attendance at mandatory trainings, lectures and meetings outside of regular working hours at the employee's hourly rate. As exempt employees, salaried staff may be required to attend training seminars that may be outside of your School's normal business hours with no additional pay. In the event that an employee must leave early or is unable to attend a scheduled training (i.e. Professional Development sessions), during their normal work hours, an employee MUST put in a time-off request according to the time-off policy. Employees may also be required to attend make-up sessions of any missed training. Failure to comply with this policy may result in disciplinary action.

**TIME RECORDS (NON-EXEMPT EMPLOYEES)**

Non-exempt employees must accurately complete time records within the School's time keeping system on a daily basis. Each time record must show the exact time work began and ended, the meal periods taken, and employee signature. Absences and overtime must be accurately identified on your time record. Non-exempt employees are not allowed to work "off the clock." All time actually worked must be recorded. You cannot record time and/or submit a time record for another employee. Each employee must sign and submit his or her own time record. Employees must record all time actually worked.

Exempt employees must report full days of absence from work. Deductions from an exempt employee's salary will be made only in accordance with applicable law. Employees should immediately contact Human Resources with any questions concerning their pay so that inadvertent errors can be corrected.

**OVERTIME**

All non-exempt employees are required to obtain approval from their supervisor prior to working overtime or double-time. Failure to obtain such approval may subject an employee to discipline, up to and including termination. However, in all cases, the School will compensate its non-exempt employees for all hours worked.

**OFF THE CLOCK WORK**

Your School prohibits all non-exempt employees from working off the clock at any time. All time worked must be recorded on the employee's timesheet. This includes the use of laptops, computers, PDAs or cell-phones to check work email, voicemail or to send text messages after hours.

**MEAL AND REST PERIODS (NON-EXEMPT EMPLOYEES)**

All non-exempt employees are provided with an opportunity to take meal and rest periods consistent with the law. During your meal periods and rest periods, you may not work at all. You are excused from all duties. In addition, please understand that you may not combine required meal or rest periods in order to take a longer break. Also, you may not miss a required meal or rest period in order to start work later or leave work earlier. In the rare event that you believe you cannot take a meal or rest period, or you are unable to take a full meal or rest period pursuant to School policy or you must begin your meal period more than five hours after your work period began, you must notify Human Resources in advance whenever possible (and, in any event, as soon as possible) so that the proper measures may be taken. Failure to comply with the School's policy regarding meal and/or rest periods can lead to discipline, up to and including termination.

**Meal Periods**

Non-exempt employees (hourly employees) scheduled to work more than five hours in a day are given a 30-minute duty-free unpaid meal period. The meal period must be taken before the fifth (5th) hour of work. For example, if the employee begins working at 7:00 a.m., then the employee must clock out to begin his or her meal period no later than 12:00 p.m. (noon). The employee may waive this meal period if his/her workday will be completed within a total of six hours or less. To waive a meal period, the employee must receive prior written approval from their supervisor and complete a "Meal Period Waiver" form.

If an employee's day exceeds ten hours of work time, the employee is entitled to an additional 30-minute duty-free meal break. The employee only may waive this second meal period if he/she has taken the required first meal break of at least 30 minutes and his/her workday will not exceed 12 hours. To waive the second meal period, the employee must receive prior written approval from their supervisor and complete a "Second Meal Period Waiver" form.

Non-exempt employees must observe assigned working hours, the time allowed for meal periods, and report any missed, late or short meal periods on that day's time record and to the employee's supervisor immediately. The meal period must be accurately recorded on the employee's timesheet. Meal periods are unpaid time and employees are free to leave the premises. Meal periods may not be combined with rest periods or used to come in later or leave earlier on a workday.

**Rest Periods**

Non-exempt employees are authorized and permitted to take a 10-minute rest period for each four

(4) hours of work or major portion thereof. Your supervisor may schedule your rest periods. Rest periods should be taken as close to the middle of a work period as possible and cannot be taken in conjunction with a meal period. Rest periods are paid work time; they cannot be waived by the employee in order to shorten the workday or used towards additional time off.

**Hours Worked****Number of Rest Periods**

3.5 hours to 6 hours

1, 10-minute rest period Over 6 hours to 10 hours

2, 10-minute rest periods Over 10 hours to 14 hours

3, 10-minute rest periods

Non-exempt employees must observe assigned working hours, the time allowed for rest periods, and report any missed rest period immediately as set forth below. Employees are encouraged to report any concerns regarding meal or rest periods to Human Resources.

**Reporting Missed, Late or Short/Interrupted Meal and Rest Periods**

Any employee who misses a meal or rest period or who experiences a late, short, or interrupted meal period – for any reason – must immediately report this issue in writing (via email) to Human Resources on the same workday that he or she experienced the non-compliant meal or rest period. The employee must include a description providing a thorough explanation for the non-compliant meal or rest period.

If an employee voluntarily chooses to miss a meal or rest period or take a late, short, or interrupted meal period (e.g., I chose to take my lunch later in the day or I chose to refuse an "authorized" meal period at the time provided by your school), the employee is not entitled to premium pay (one additional hour of pay). If an employee involuntarily experiences a missed meal or rest period or a late, short, or interrupted meal period (e.g., my supervisor asked me to handle a client call or meeting that caused me to miss or take a late meal period), the employee is entitled to premium pay. Employees must report the reason for the non-compliant meal or rest period to Human Resources.

**PAYDAYS**

Employees are paid semi-monthly in accordance with the School's payroll schedule. The Payroll Coordinator or his or her designee will distribute checks to those who do not have direct deposit. If a normally scheduled pay day falls on a weekend or holiday, paychecks will be distributed the preceding business day.

A written, signed authorization is required for mail delivery or for delivery of your paycheck to any other person. If you have an automatic deposit for your paycheck, your funds will be deposited to the financial institution you requested by the end of business on the scheduled payday. While an automatic deposit may actually credit to your account before your actual "payday," the School is not responsible for automatic payments or withdrawals dated prior to your actual payday and you should not depend on early deposits of your pay. If a wage garnishment order is received by your School for one of our employees, we are obligated by law to comply with the demand. The affected employee will receive notice from his or her supervisor or Human Resources as soon as possible.

**PAYROLL WITHHOLDINGS**

The School is required by law to withhold Federal Income Tax, State Income Tax, Social Security (FICA), State Teachers Retirement Service (STRS for eligible credentialed faculty) and State Disability Insurance from each employee's paycheck as outlined below. Additionally, if a garnishment, tax levy, or an order to withhold child support payments should be delivered, your School must comply with that order within the time allowed by law, and cannot postpone the payroll deduction for any reason. Voluntary deductions, which must be authorized in writing by employees, may include retirement plans, employee portion of insurance premiums, or any other benefit made available to employees.

If an employee believes an error has been made in his or her pay or deductions your School will work in good faith to resolve errors as soon as possible. The employee should notify the Payroll Coordinator or his or her designee of any errors in pay or deductions withheld within seven (7) days from the date paid.

Every deduction from the employee's paycheck is explained on the check voucher/paystub. If the employee does not understand the deduction, then he or she should ask Human Resources to explain it. The employee may change the number of withholding allowances he or she wishes to claim for Federal and/or State Income Tax purposes before any pay period by filling out a new W4 form and submitting it to Human Resources.



## SECTION 5- CONDITIONS OF EMPLOYMENT

### IMMIGRATION LAW COMPLIANCE

The School employs only those authorized to work in the United States in compliance with the Immigration and Control Act of 1986. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present original documentation establishing identity and employment eligibility as outlined on the I-9 instruction forms. Former employees who are rehired must also complete the form if they have not completed an I-9 with your School within the past three years or if their previous I-9 is no longer retained or valid.

### CREDENTIAL REQUIREMENTS

If you are a credentialed team member, you must provide copies of your credential, official transcripts, and/or test scores prior to your first day of actual work. Failure to provide these documents may delay your ability to begin work. You are also responsible for keeping required certificates, credentials, and registrations current and in good standing, for paying the costs associated with renewal, and for providing both your Executive Director and the School with verification of renewals. Failure to provide these updated documents to the School may result in suspension without pay until such time as the necessary documentation has been provided. If a teacher fails to obtain the appropriate credential, or allows a credential, certificate, registration, or required course deadline to expire, or fails recertification, training, or testing, the School reserves the right to suspend the teacher without pay until the teacher's credential is cleared, or release the teacher from at-will employment as necessary.

### TEACHER INDUCTION

Your school does not offer Teacher Induction. Please refer to the California Commission on Teacher Credentialing.

### RESIDENCY REQUIREMENTS

All employees with in-person requirements as part of their job description are required to live and reside in California, in the region where students are served. Employees are not permitted to work for the School while out of the state of California, unless on a pre-approved basis.

### TEMPORARY RESIDENCY

Temporary Residency for Certificated Employee: All certificated employees (with in-person requirements as part of their job description) who are seeking to relocate with a temporary residence are required to: Write a "Temporary Residency Request" to their supervisor and Executive Director a minimum of 5 days prior to departing primary residence.

Certificated employees must obtain written approval from their supervisor and Executive Director for the Temporary Residency to be granted. Failure to do so, will result in a dock in pay for days absent. Temporary Residency may be approved for a maximum of two weeks and the certificated employee is expected to continue and perform all job duties per their job description, communicate and execute all job duties with students, colleagues, and all work-related entities. Certificated employees are expected to continue to be available between the scheduled hours of 8:30am-5pm. Though a temporary residency may not be the norm, employees are encouraged to review the other leave policies outlined in the Employee Handbook that may be deemed more appropriate for the circumstance. Temporary Residency is not to be construed as a vacation, as only Administration (Schedule D) has PTO in their contract. All Certificated staff, please refer to the Leave policies or Human Resources for more clarification.

### TUBERCULOSIS TEST

Before the first day of employment, all new employees must have had a tuberculosis test as described in Education Code 49406 or a TB Risk Assessment (pursuant to AB1667) within the past 60 days. Employees transferring from other public or private schools within the State of California must either provide proof of an examination or a completed Risk Assessment within the previous 60 days or a certification showing that he or she was examined within the past four (4) years and was found to be free of communicable tuberculosis. The current physician's statement or Risk Assessment must be on file in the office before the first day of employment. Failure to provide documentation on time may result in delay of your ability to begin work or termination.

TB Clearance is good for four years and it is the employee's responsibility to remain in compliance and ensure the School has a valid certificate on file.

### CRIMINAL BACKGROUND CHECK

As required by law, all individuals working or volunteering at the School will be required to submit to fingerprinting and a criminal background investigation.

The School shall, on a case-by-case basis, determine whether a volunteer will have more than limited contact with pupils or consider other factors requiring a criminal background check for such a volunteer.

### CHILD ABUSE AND NEGLECT REPORTING ACT

Since our employees work directly with children, they are in a position to detect instances of child abuse and neglect. It is your School's policy that all employees shall comply with the California State law regarding child abuse reporting procedures. Section 11166 of the California Penal Code mandates the reporting to designated authorities of cases of suspected child abuse as follows:

"Any child care custodian, health practitioner, or employee of a child protective agency 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 shall report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone and shall prepare and send a written report thereof within 36 hours of receiving the information concerning the incident."

While each employee has the responsibility to ensure the reporting of any child he/she suspects is a victim of abuse, the employee is not to verify the suspicion or prove that abuse has occurred. Teachers or staff who become aware of suspected child abuse should report the suspicions as required. All employees will be mandated child abuse reporters and will participate in annual training, follow all applicable reporting laws and the same policies. Your School's Child Abuse and Neglect Policy will contain detailed policies and procedure for the immediate reporting of suspected child abuse and neglect. All appropriate staff are required to certify knowledge of the policy annually, and employees shall receive mandated reporter training annually. Your school will provide this training, as well as other trainings, mandated by law during the week before school begins.

It is extremely important that School employees comply with the requirements of the Child Abuse and Neglect Reporting Act (CANRA). No mandated reporter can be held civilly or criminally liable for any report required or authorized by CANRA. In addition, any other person who voluntarily reports a known or suspected incident of child abuse or neglect will not incur civil or criminal liability unless it is proven that the report was false and the person knew the report was false or made the report with reckless disregard of its truth or falsity. Your direct supervisor is available to answer any questions employees may have about their responsibilities under CANRA, or to assist an employee in making a report under CANRA. If an employee makes a report pursuant to CANRA without the School's assistance, he or she is required to notify the School of the report if it is based on incidents he or she observed or became aware of during the course and scope of his or her employment with the School.

### PERSONNEL FILES

An employee or former employee (or designee) has the right to inspect or receive a copy of his or her personnel records at reasonable times, at a reasonable place, and on reasonable advance notice to Human Resources. All requests should be put in writing preferably on the form maintained by the School. If the request includes a request for copies the employee or former employee may be required to pay for the actual costs of copying. The Employer will respond to such a request within 30 days of receipt of the written request. Employees are not entitled to inspect or copy: letters of reference, records that relate to an investigation of possible criminal activity, ratings, reports, or records obtained prior to employment, prepared by examination committee members or obtained in connection with a promotional examination.

### CHANGES IN EMPLOYEE INFORMATION

An employee is responsible for notifying Human Resources about changes in the employee's personal information and changes affecting the employee's status (ex. name changes, address or telephone number changes, marriages or divorces, etc.) This notification by the employee must occur as close to the change as possible, but no later than 30 days following the change.



## SECTION 6 – PERFORMANCE

### PERFORMANCE EVALUATIONS

Performance evaluations generally are conducted annually to provide both employees and supervisors with the opportunity to discuss the employee's position, tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss methods for improving performance. The performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee an increase in salary or promotional opportunities, or even continued employment. Salary increases and promotions are solely within the discretion of your school and depend upon many factors in addition to performance.

#### Certificated Staff:

At the start of each academic year, each certificated staff member will meet with their Supervisor or Instructional Team Advisor to establish Performance Objectives or SMART Goals for that school year. The certificated staff member will put these objectives in writing and complete a pre-evaluation template to be provided by their Supervisor or Instructional Team Advisor. The Supervisor or Instructional Team Advisor will evaluate the certificated staff member's performance at least once a year formally and on an ongoing basis informally. The evaluation will be based on factors including the certificated staff member's job description, accomplishment of the Performance Objectives, and standards for teaching performance. In addition to these more formal performance evaluations, your School encourages you and your supervisor to discuss your job performance on an ongoing basis.

The School's provision of performance evaluations does not alter the at-will employment relationship. Nothing in this policy shall limit the right to terminate employment at-will or limit the School's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. Employment is at the mutual consent of the employee and the School. Accordingly, either the employee or the School can terminate the employment relationship at-will, at any time, with or without reason and with or without notice.

#### Classified Staff:

Formal evaluations are generally held once each year. You will be provided a copy of the evaluation tool and as part of the process you will do a self-evaluation. Your supervisor may schedule your evaluation time in advance so that you are prepared for the process. In addition to these more formal performance evaluations, the School encourages you and your supervisor to discuss your job performance on an ongoing basis.

## SECTION 7 – LEAVES

### FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT

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 work weeks of leave in any 12-month period for the birth or adoption of a child, the employee's own serious health condition or for the serious health condition of the employee's child, parent, or spouse. CFRA further allows for 12 work weeks of leave to care for the serious health condition of the employee's grandchild, grandparent, domestic partner, or sibling.

Child means a biological, adopted, or foster child, a stepchild, a legal ward, a child of domestic partner, or a person to whom the employee stands in loco parentis. Parent means a biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. For ease of reference in this policy, all leave taken under FMLA and CFRA will be referred to as "FMLA Leave," except to the extent that leave under FMLA and CFRA do not overlap. It is also the policy of the School that it will not interfere with, restrain, or deny any employee's rights provided by FMLA and CFRA. FMLA leave runs concurrently with Pregnancy Disability Leave, while CFRA leave does not.

Eligible employees may request a family and medical leave of absence under the circumstances described below. Eligible employees are those who have been employed by the School for at least 12 months (not necessarily consecutive), have worked at least 1250 hours during the 12 months immediately prior to the family and medical leave of absence, and, for purposes of FMLA leave only, are employed at a worksite where there are 50 or more employees of the School within 75 miles.

Ordinarily, you must request a planned family and medical leave at least 30 days before the leave begins. If the need for the leave is not foreseeable, you must request the leave as soon as possible. You should use the School's request form, which is available upon request from Human Resources. Failure to comply with this requirement may result in a delay of the start of the leave.

A family and medical leave may be taken for the following reasons:

1. The birth of an employee's child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement of the child;
2. The care of the employee's spouse, child, parent, or registered domestic partner with a "serious health condition";
3. The care of a grandchild, grandparent, domestic partner, or sibling with a serious health condition. Leave taken pursuant to this section is available only through CFRA and not FMLA. As such, FMLA does not run concurrently with leave taken for the employee's grandchild, grandparent, domestic partner, or sibling with a serious health condition.
4. The "serious health condition" of the employee;
5. The care of the employee's spouse, child, parent, or next of kin who is a member of the Armed Forces, including a member of the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of duty on active duty or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty; or
6. Any qualifying exigency as defined by the applicable regulations arising out of the fact that the employee's spouse, registered domestic partner, child, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation. Domestic partner leave under this section is only available through CFRA and not FMLA.

A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital or other medical care or residential health care facility or continuing treatment or supervision by a health care provider. You may take a leave under paragraphs (2) or (3) above only if due to a serious health condition, your spouse, child, grandchild, grandparent, sibling, parent, or registered domestic partner requires your care or assistance as certified in writing by the family member's health care provider. If you are seeking a leave under paragraph (4) above, you must provide the School with a medical certification from your health care provider establishing eligibility for the leave, and you must provide the School with a release to return to work from the health care provider before returning to work. You must provide the required medical certification to the School in a timely manner to avoid a delay or denial of leave. You may obtain the appropriate forms from Human Resources.

Family and medical leave is unpaid and may be taken for up to 12 workweeks during the designated 12-month period (with the exception of qualifying leaves to care for a member of the Armed Services who has a serious illness or injury, which may be taken for up to a total of 26 workweeks of leave during a single 12-month period). The 12-month period will be defined as a "rolling twelve months" looking backward over the preceding 12 months to calculate how much family and medical leave time has been taken and therefore determine the amount of leave that is available. Qualifying leaves to care for a member of the Armed Services who has a serious illness or injury will be calculated on the 12-month period looking forward. All time off that qualifies as family and medical leave will be counted against your state and federal family and medical leave entitlements to the fullest extent permitted by law. You will be required to use any available sick time during unpaid family and medical leave. You will also be required to use any available paid sick leave during unpaid family and medical leave that is due to your own or a family member's serious health condition. However, if an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program) or workers' compensation insurance plan, the employee and the School may mutually agree to supplement such benefit payments with available paid sick leave.

Benefit accrual, such as PSL, PTO, and holiday benefits, will be suspended during the approved leave period and will resume upon return to active employment. During a family and medical leave, group health benefits will be maintained as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

If the employee out on leave chooses not to return from a leave allowed by this policy after the expiry of the leave, the employee will be required to repay the School the premium amounts it paid during leave, unless the employee does not return to work because of circumstances beyond the employee's control or because of recurrence, continuation, or onset of a serious health condition.

If you do not return to work on the first workday following the expiration of an approved family and medical leave, you will be deemed to have resigned from your employment. Upon returning from such a leave, you will normally be reinstated to your original or an equivalent position and will receive pay and benefits equivalent to those you received prior to the leave, as required by law. In certain circumstances, "key" employees may not be eligible for reinstatement following a family and medical leave. The School will provide written notice to any "key" employee who is not eligible for reinstatement.

Before an employee will be permitted to return from leave taken because of their own serious health condition, the employee must obtain a certification from their health condition, the employee must obtain a certification from their health care provider that they are able to resume work.

If you have any questions concerning, or would like to submit a request for a family and medical leave of absence, please contact Human Resources.

### PREGNANCY DISABILITY LEAVE

The School provides pregnancy disability leaves of absence without pay to eligible employees who are temporarily unable to work due to a disability related to pregnancy, childbirth, or related medical conditions. Employees should make requests for pregnancy disability leave to their supervisor at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events. A health care provider's statement must be submitted, verifying the need for such leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to Human Resources. Employees returning from pregnancy disability leave must submit a health care provider's verification of their fitness to return to work.

The School will make a good faith effort to provide reasonable accommodations and/or transfer requests when such a request is medically advisable based on the certification of a healthcare provider. When an employee's health care provider finds it is medically advisable for an employee to take intermittent leave or leave on a reduced work schedule and such leave is foreseeable based on planned medical treatment because of pregnancy, the School may require the employee to transfer temporarily to an available alternative position. This alternative position will have an equivalent rate of pay and benefits and must better accommodate recurring periods of leave than the employee's regular job.

Eligible employees are normally granted unpaid leave for the period of disability, up to a maximum of four months (or 17 1/3 weeks or 693 hours) per pregnancy. Employees will be required to use any unused allotted sick time during any unpaid portion of pregnancy disability leave. Employees may also elect to use any available PTO during any unpaid portion of pregnancy disability leave. If an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program), the employee and the School may mutually agree to supplement such benefit payments with available sick leave.

Benefit accrual, such as PTO, sick leave, and holiday benefits, will be suspended during the approved pregnancy disability leave period and will resume upon return to active employment. Group health benefits will be maintained during the approved pregnancy disability leave as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

Additionally, if an employee does not return to work after the expiration of the pregnancy disability leave, and the reasons for failure to return to work do not include one of the following: 1) the employee is on CFRA leave; or 2) the continuation, recurrence or onset of a health condition entitling the employee to pregnancy disability leave in the first instance, or a non pregnancy-related medical condition requiring other leave or other circumstances beyond the control of the employee, the School reserves the right to recover from the employee the premium the School paid for the employee's group health plan while out on leave.

So that an employee's return to work can be properly scheduled, an employee on pregnancy disability leave is requested to provide the School with at least one week's advance notice of the date she intends to return to work.

When an approved pregnancy disability leave ends, the employee will be reinstated to the same position, unless the job ceases to exist because of legitimate business reasons. An employee has no greater right to reinstatement to the same position or to other benefits and conditions of employment than if she had been continuously employed in this position during the pregnancy disability leave or transfer. If the same position is not available, the employee will be offered a comparable position in terms of such issues as pay, location, job content, and promotional opportunities, if one exists. An employee has no greater right to reinstatement to a comparable position or to other benefits or conditions of employment than an employee who has been continuously employed in another position that is being eliminated.

If you have any questions regarding pregnancy disability leave, please contact Human Resources.

#### **ADDITIONAL LEAVES**

Some of the following leaves are designated with asterisks, which means that application and employee eligibility requirements of the leave (either in part or in whole) depends on whether the School employs the minimum number of employees indicated below. Policies without an asterisk apply regardless of the number of School employees.

- \*The School has 15 or more employees
- \*\*The School has 16 or more employees
- \*\*\*The School has 25 or more employees

Should you have any questions as to eligibility requirements of any leave policy, please contact Human Resources.

#### **MILITARY SPOUSE LEAVE\*\*\***

An eligible employee-spouse of a qualified service member is entitled to take ten (10) days unpaid leave during a period when the spouse is on leave from deployment during a period of military conflict. An eligible employee must work an average of 20 hours per week; must provide notice of his or her intention to take the leave within two (2) business days of receiving official notice that the service member will be on leave; and submit written documentation certifying that the service member will be on leave during the time the leave is required.

The employee may use available PSL or PTO for this leave.

#### **WORKERS' COMPENSATION LEAVE**

Employees that are temporarily disabled due to a work-related illness or injury will be placed on workers' compensation leave. The duration leave will depend upon the rate of recovery and the medical provider's recommendation. Workers' compensation leave will run concurrently with any other applicable medical leave of absence (i.e. FMLA/CFRA if applicable). Human Resources will reach out to employees that have requested a workers' compensation leave regarding employer provided health insurance benefits. If you have any questions concerning this leave and/or any benefit related questions, please contact Human Resources.

#### **BEREAVEMENT LEAVE**

The School provides regular full-time employees up to three (3) days of paid bereavement leave, beyond sick or personal time, due to the death of an immediate family member. This includes a parent (including an in-law and step-parent), spouse, domestic partner, dependent, sibling, stepsibling, grandparent or grandchild. If a funeral is more than 500 miles from your home, you may receive paid leave for five (5) days with prior approval from your supervisor.

#### **JURY DUTY LEAVE**

All employees who receive a notice of jury/witness duty must notify their supervisor as soon as possible so that arrangements may be made to cover the absence. In addition, employees must provide a copy of the official jury/witness duty notice to their supervisor. Employees must report for work whenever the court schedule permits. Either the School or the employee may request an excuse from jury/witness duty if, in the School's judgment, the employee's absence would create serious operational difficulties.

Non-exempt employees who are called for jury/witness duty will be provided time off without pay. Exempt employees will receive their regular salary unless they do not work any hours during the course of a workweek. Employees may elect to use any available PTO during jury/witness duty leave.

In the event that the employee must serve as a witness within the course and scope of his or her employment with the School, the School will provide time off with pay.

#### **TIME OFF TO VOTE**

The School will allow any non-exempt employee who is a registered voter and does not have enough time outside of working hours to vote in a statewide election up to two (2) hours of work time without loss of pay to vote. The request must be made at least two (2) working days in advance. The time must be at the beginning or end of the employee's regular shift, whichever allows the most free time for voting and the least time off from work unless the School and the employee agree otherwise. The employee may be required to prove he or she is a registered voter.

An employee may also serve as an election official on Election Day without being disciplined, however the School will not pay the employee for this time off. Available PTO may be used for this time off. Nothing in this policy requires the employee to bring his or her mail (absentee) ballot to work, including mailing such absentee ballots from work.

#### **SCHOOL ACTIVITIES LEAVE\*\*\***

The School encourages employees to participate in the school activities of their child(ren). If you are the parent or guardian of a child who is in school up to grade 12, or who attends a licensed daycare facility, you may take up to 40 hours of unpaid leave per year to participate in the activities of the school or daycare facility, to find, enroll or reenroll your child in a school or with a licensed childcare provider and/or to address a childcare provider or school emergency.

The leave is subject to all of the following conditions:

- The time off for school activity participation cannot exceed eight (8) hours in any calendar month, or a total of forty (40) hours each year;
- Unless it is an emergency, employees planning to take time off for school visitations must provide as much advance notice as possible to their supervisor;
- If the School employs both parents, the first employee to request such leave will receive the time off. The other parent will receive the time off only if the leave is approved by his or her supervisor;
- Employees must use existing PTO in order to receive compensation for this time off;
- Employees who do not have paid time off available will take the time off without pay.
- Documentation of participation may be requested and will be sufficient if it is provided in writing by the school or the licensed child care/day care facility.

#### **SCHOOL APPEARANCE/SUSPENSION LEAVE**

If the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert his or her supervisor as soon as possible before leaving work. In compliance with California Labor Code section 230.7, no discriminatory action will be taken against an employee for taking time off for this purpose. This leave is unpaid but the employee may choose to use available PTO. You will not be discharged or discriminated against because of an absence protected by this law.

#### **CRIME VICTIM LEAVE**

Employees are allowed to be absent from work for various reasons related to crime or abuse if:

- The employee is a victim of a crime;
- An immediate family member is a victim of a crime (immediate family member means: spouse, registered domestic partner, child, step-child, adoptive child, foster child, legal ward of the court, adopted child, a child of a domestic partner, a child to whom the employee stands in loco parentis, a person to whom the employee stood in loco parentis when the person was a minor, sibling, step-sibling, foster sibling, adoptive sibling, half-sibling, parent, step-parent, or the child or a registered domestic partner, or any other individual whose close association with the employer is the equivalent of any of these family relationships).
- "Victim of crime" means a victim of stalking, domestic violence, or sexual assault, victim of crime that caused physical injury or that caused mental injury and a direct threat of physical injury or a person whose immediate family member is deceased as the direct result of crime.
- Leave may be taken for any of the following reasons:
  - An employee may take leave to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding;
  - An employee victim may take time off to obtain or attempt to obtain any relief, which includes, but is not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or their child
  - An employee victim to seek medical attention for injuries caused by crime or abuse
  - An employee victim to seek medical attention for injuries caused by crime or abuse
  - An employee victim to obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of crime or abuse
  - An employee victim to obtain psychological counseling or mental health services related to an experience of crime or abuse
  - An employee victim to participate in safety planning and to take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.
  - An employee is entitled to attend judicial proceedings relating to crimes listed below relating to that crime or those crimes against an immediate family member victim, a registered domestic partner of a victim or the child of a registered domestic partner of a victim: 1) A violent felony as defined in Penal Code section 667.5(c); 2) A serious felony as defined in Penal Code section 1192.7(c); or 3) A felony provision of law proscribing theft or embezzlement.

An employee must give reasonable advance notice to the School by providing documentation of the proceeding, unless advanced notice is not feasible. Documentation may be from any of the following:

- Notice from the court or government agency setting the hearing;
- The district attorney or prosecuting attorney's office; or
- The victim/witness assistance office advocating on the victim's behalf.

When an unscheduled absence occurs, the School shall not take action against the employee if the employee, within a reasonable time after the absence, provides a certification to the employer.

Documentation may be from any of the following:

- A police report indicating that the employee was a victim



- A court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court
- Documentation from a licensed medical professional, domestic violence counselor, a sexual assault counselor, victim advocate, licensed health care provider, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse
- Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized by this Crime Victim Leave.

This leave is unpaid but the employee may choose to use available PSL or personal time off (PTO). You will not be discharged or discriminated against because of an absence protected by this law. The School will also, to the extent possible and allowed by law, maintain the confidentiality of an employee requesting leave under this provision.

#### **DOMESTIC VIOLENCE LEAVE/SEXUAL ASSAULT LEAVE\*\*\***

If you are the victim of domestic violence, sexual assault, or stalking, you may be entitled to a reasonable accommodation for your safety while at work. Reasonable accommodations may include the implementation of safety measures, including a transfer, reassignment, modified schedule, changed work telephone changed work station, installed lock, assistance in documenting domestic violence, sexual assault, stalking, or other crime that occurs in the workplace, an implemented safety procedure, or another adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, stalking, or other crime, or referral to a victim assistance organization. The School is not required to undertake an action that constitutes an undue hardship on its business operations. If you require a reasonable accommodation in line with this policy, please contact the School's human resources manager.

You will not be discharged, discriminated against, or retaliated against because of a request for an accommodation under this policy.

Employers are prohibited from discharging, discriminating, or retaliating against an employee who is a victim of domestic violence, the victim of sexual assault or stalking for taking time off to seek medical attention, obtain services from a domestic violence shelter or program or rape crisis center, obtain psychological counseling, participate in safety planning, or temporary or permanent relocation.

#### **MILITARY LEAVE**

California's military leave laws, found at Military & Veterans Code section 389 et seq. and the Uniformed Services Employment and Reemployment Rights Act ("USERRA") found at 38 U.S.C. Section 4301 et seq., ensure that employees are not adversely affected in their employment after taking leave for military service. Employees who serve in the military and are entitled to a military leave of absence without pay from the School under applicable laws should notify Human Resources regarding the need for military leave.

Please see Human Resources for more information regarding job reinstatement rights upon completion of military service.

#### **ADULT LITERACY LEAVE\*\*\***

Pursuant to California law, the School will reasonably accommodate any eligible employee who seeks to enroll in an adult literacy education program, provided that the accommodation does not impose an undue hardship on the School. The School does not provide paid time off for participation in an adult literacy education. However, you may utilize available PTO if you want compensation for this time off. If you do not have any PTO available, you will be permitted to take the time off without pay.

#### **ORGAN DONOR / BONE MARROW DONOR LEAVE\***

Pursuant to California law, the School will provide up to five business days of paid leave within a one-year period to an employee who donates bone marrow to another person. In addition, the School will provide up to 30 business days of paid leave within a one-year period and up to another 30 business days of unpaid leave within a one-year period to an employee who donates an organ to another person. The one-year period is measured from the date the employee's leave begins and shall consist of 12 consecutive months. The School requires that bone marrow donors use up to five days of available accrued PSL or vacation time during the course of the leave. Organ donors must use up to ten days of available accrued PSL or vacation time during the course of the leave.

The employee will also be given an additional unpaid leave of absence, not exceeding 30 business days in a one-year period, when that employee is an organ donor, for the purpose of donating the employee's organ to another person. The one-year period is measured from the date the employee's leave begins and shall consist of 12 consecutive months. To qualify for this leave, an employee must have been employed for at least 90 days prior to the commencement of the leave and must provide the School with written verification of his or her status as an organ or bone marrow donor and the medical necessity for the donation. During such leave, the School will continue coverage under its group medical insurance plan, if applicable. However, employees must continue to pay their portion of the applicable premiums. Employees should give the School as much notice as possible of the intended dates upon which the leave would begin and end.

This leave does not run concurrently with FMLA/CFRA. You may take this leave incrementally, as medically necessary, or all at one time. All health benefits shall be maintained during this leave to the extent they exist at the time of the leave. This leave shall not be considered a break in service and the employee shall continue to receive paid time off and other benefits as if they had continued working. An employee shall not have any greater rights during this leave than if he or she had been actively working during this time, but will be reinstated to their same or equivalent job prior to the leave. No employee shall be discriminated or retaliated against for taking an organ donation or bone marrow leave.

#### **DRUG & ALCOHOL REHABILITATION LEAVE\*\*\***

Your School will reasonably accommodate any employee who volunteers to enter an alcohol or drug rehabilitation program, if the reasonable accommodation does not impose an undue hardship on the School. Reasonable accommodation includes time off without pay and adjusting work hours. You may use allotted and unused sick leave. All reasonable measures to safeguard your privacy will be maintained.

This policy in no way restricts your School's right to discipline an employee, up to and including termination of employment, for violation of your School's Substance and Alcohol Policy.

#### **VOLUNTEER CIVIL SERVICE LEAVE**

You are allowed to be absent from work to engage in volunteer emergency duty as a volunteer firefighter, reserve police officer, or emergency rescue personnel. This is an unpaid leave, but the employee may use any earned sick, and/or PTO.

#### **CIVIL AIR PATROL LEAVE\*\***

Your School provides eligible employees who are volunteer members of the California Wing of the Civil Air Patrol and are called to emergency operational missions up to (10) days of unpaid leave per calendar year. Leave for a single emergency operational mission will generally be limited to three days unless an extension is granted by appropriate government entities and approved by the School.

To be eligible, employees must have been employed with the School for 90 days immediately preceding the commencement of leave. Additionally, the School may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave requested or taken. Employees may use available paid time off for leave taken under this policy. The notice and eligibility requirements for any such paid time off will generally apply to an employee's request for use of PTO under this policy.



## SECTION 8 – BENEFITS

### SCHOOL HOLIDAYS

The School observes 12 paid holidays during the year:

- New Year's Day
- Martin Luther King Day
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day

To be eligible for holiday pay, an employee must be full-time and non-exempt and must work both the business day before and after the holiday. Part-time employees, temporary employees, exempt employees and teachers are not eligible for holiday pay. Exempt employees and teachers will receive their regularly scheduled pay during holidays. Eligible employees will receive time off with pay at their regular rate of pay on the School-observed holidays listed above. When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or following Monday. However, the School may close on another day. Holiday observance will be announced in advance. The School reserves the right to change this policy at any time, with or without notice.

Holiday hours do not count as hours worked for purposes of calculating overtime. For example, if you receive 8 hours of holiday pay on Monday and work 40 hours Tuesday-Saturday (8 hours/day), you will not be eligible for overtime.

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 their supervisor. The employee may use paid time off (PTO) if the employee has unused PTO available, otherwise the holiday will be unpaid. All steps will be taken to reasonably accommodate a religious holiday (or practice) absent an undue hardship.

To qualify for holiday pay, all employees must work the last scheduled day before and the first scheduled day after the holiday unless the employee is absent:

- At the Supervisor's request/approval
- Due to closure of schools because of inclement weather
- Due to sickness with a doctor's note verifying need for absence
- Prior to or following Jury Duty or Bereavement Leave
- Due to a previously scheduled and approved time off

### PAID TIME OFF (PTO) - SCHEDULE D-ADMINISTRATION

Full-time Administrative (Schedule D) school employees are entitled to paid time off (PTO) according to this policy. PTO days may be used for vacation, personal time, illness, or time off to care for family or dependents. All other employees, including teachers, temporary employees, part-time employees are not eligible to receive or accumulate PTO. PTO must be scheduled at least five (5) days in advance and approved by your supervisor, except in the case of an illness or emergency. In the case of illness or emergency you are required to contact your immediate supervisor at least one (1) hour before your shift begins, if possible or otherwise as soon as practicable. Employees using extended PTO time (in excess of three (3) days) must submit a request at least two (2) weeks before the extended PTO or, if used as sick time, the employee may be required to submit a doctor's release upon return to work. Your supervisor uses his/her discretion to approve PTO without advance notice.

Unless used for illness related purposes, PTO may not be taken the last week of the school year, or on scheduled in-service and/or training days, testing administration day, or immediately before or after holidays without supervisor's permission.

All full-time Administrative school employees may be eligible to receive up to ten (10) days (i.e., 80 hours) of PTO each school year (July 1- June 30). Once an employee's PTO balance reaches twenty (20) days (i.e., 160 hours), the employee stops receiving any additional PTO until PTO is used and the employee's balance falls below the 20-day cap. PTO days will not accumulate during any unpaid leave of absence.

The following terms also apply to PTO:

- For both non-exempt and exempt employees, vacation time may be taken in minimum increments of .25 hours. If an exempt employee absents himself or herself from work for part or all of a workday, he or she will be required to use available PTO to make up for the absence.
- In the event an employee has exhausted his or her PTO, any additional time off must be approved by their supervisor and will be taken without pay.
- Any employee who misses three (3) consecutive days of work without notice to their supervisor may be deemed to have abandoned his/her job and voluntarily resigned from employment.
- Upon separation of employment, employees will be paid their earned PTO based on their date of separation and their regular rate of pay.
- To the extent permitted by law, PTO accumulated prior to the start of a requested and approved unpaid leave of absence must be used to cover hours missed before the start of the unpaid leave.

As with all of its policies and procedures, the School reserves the right to modify, alter, or otherwise eradicate this policy at its sole and absolute discretion to the extent allowed by law.

### SICK LEAVE

The School enacted this policy in accordance with the California Healthy Workplaces, Healthy Families Act to provide paid sick leave ("PSL") to eligible employees.

#### Eligible Employees

All employees (including teachers, part-time and temporary employees) who work for the School more than 30 days within a year in California are allotted PSL as set forth in this policy.

#### Permitted Use

Eligible employees may use their allotted PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventive care for) the employee or the employee's family member. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law. Employees may also use their PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault.

#### Allotment

PSL days are allotted as set forth below to eligible employees:

- Full-time employees:
  - On July 1 of each year, eligible employees will be allotted ten days (80 hours) of PSL per school year (July 1 – June 30), which unused PSL days will carryover year to year subject to a cap of 18 days (144 hours). Employees hired after July 1 but before December 31 will receive ten days (80 hours) of PSL on his or her first day of employment. Employees hired after December 31 will receive five days (40 hours) of PSL on his or her first day of employment.
- All other eligible employees:
  - All other eligible employees will be allotted three days (24 hours) of PSL each school year (July 1 – June 30) on July 1 or on his or her first day of employment, even if hired mid-year. PSL days are "use it or lose it" and, as such, do not carry over from year to year.

#### Limits on Use

Eligible employees may use PSL beginning on the 90th day of employment. PSL may be taken in minimum increments of .25 hours. If an exempt employee absents himself or herself from work for part or all of a workday for a reason covered by this policy, he or she will be required to use PSL to make up for the absence.

#### Notification

The employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, the employee must provide notice as soon as practicable. If you are out using sick time for more than 3 consecutive days a doctor's note is required to return to work. If a doctor's note is not supplied it will be unapproved unpaid time off unless previously arranged with your Director.

#### Termination

Employees will not receive pay in lieu of unused PSL. Unused PSL will not be paid out upon termination.

#### No Discrimination or Retaliation

The School prohibits discrimination or retaliation against employees for using their PSL.

**PAID SICK LEAVE DONATION POLICY****Personal Hardship**

Employees who have exhausted all paid sick leave (PSL) may request donations from co-workers through this policy. The PSL donation policy applies to employees suffering from a catastrophic illness or other medical emergency, which for the purposes of this policy, constitutes an employee's or a family member's medical condition that will require the prolonged/extended absence of the employee from duty and will result in a substantial loss of income to the employee due to the exhaustion of all PSL available.

**Eligibility**

Employees who are experiencing hardship due to a catastrophic illness or medical emergency are eligible to request and receive donations of PSL from other employees who have agreed to surrender leave to the School sponsored leave bank.

**Requests for Donations**

A written request for PSL donations that describes the specific medical emergency or medical condition must be submitted to Human Resources. Human Resources will verify the employee's eligibility, and make a written determination which will be given to the employee as soon as practical.

**Donations of Paid Leave**

Employees who have more than 24 hours of PSL and who wish to donate PSL to the School sponsored leave bank on behalf of an eligible employee shall complete a PSL Donation Form indicating the number of PSL hours to be donated and the employee, if any, who the employee requests receive the benefit of the donation. All such donations are voluntary and irrevocable.

1. Donating employees must maintain a minimum of 24 hours of PSL after reducing their leave balance to effect the donation.
2. In any 12-month period, no employee may donate more than 40 hours.
3. Voluntary donations of PSL are final upon submission of a signed PSL Donation Form that satisfies the conditions established by this policy. The donating employee's PSL balance account shall thereupon be reduced by the hours donated.
4. Donated hours not used by the eligible employee during the hardship period shall remain in the eligible employee's PSL account balance.
5. The names of donating employees, hours donated, and the value of such donations shall be kept confidential to the extent possible.

**Valuation of Donated PSL**

The value of the donated paid leave shall be determined by multiplying the number of hours donated by the donating employee's current hourly rate to determine the value of the donation in dollars ("Donation Value"). The Donation Value shall then be divided by the eligible employee's current hourly rate to determine the number of hours to be added to the eligible employee's PSL balance. Human Resources shall periodically notify the eligible employee of donations made pursuant to this policy. The eligible employee may then request to receive payment for these hours, which will be treated as taxable "wages" to such eligible employees for the payroll period utilized. No employee shall receive payment for more than 40 hours of paid leave, whether allotted or donated, during any week unless required by state or federal law.

**INSURANCE BENEFITS**

Full-time employees are entitled to insurance benefits offered by the School. These insurance benefits will include medical, dental, and vision. The School will set a defined contribution towards the employee's insurance premiums that are sponsored by the School. This amount will be determined on an annual basis. The employee's portion of the monthly premiums will be deducted from the employee's paycheck on a pre-tax basis.

If medical insurance premium rates increase, employees may be required to contribute to the cost of the increase to retain coverage. Unless otherwise mandated by law, employees on a leave of absence may be responsible for selecting continuing health coverage and paying the premium for such coverage through COBRA. If you have any benefit related questions while on a leave of absence, please contact Human Resources.

Full-time employees will also be covered under an insurance policy that includes Life Insurance at no cost to the full-time employee. Additional voluntary insurance plans will be offered through the School that will be the employee's responsibility to purchase and pay for.

**COBRA BENEFITS**

The Federal Consolidated Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the School's health plan when a "qualifying event" would normally result in the loss of eligibility.

Some common qualifying events are resignation, termination of employment, or death of an employee, a reduction in an employee's hours or leave of absence, divorce or legal separation, and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at the School group rates plus an administration fee. The School or our carrier provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the School's health insurance plan. The notice contains important information about the employee's rights and obligations.

**SOCIAL SECURITY/MEDICARE**

If you are a full time regular employee contributing to a teacher's retirement system STRS, your earnings from this job are not covered under Social Security. When you retire, or if you become disabled, you may receive a pension based on earnings from this job. If you do, and you are also entitled to a benefit from Social Security based on either your own work or the work of your spouse, or former spouse, your pension may affect the amount of the Social Security benefit you receive. Your Medicare benefits, however, will not be affected.

The School withholds income tax from all employees' earnings and, if elected, participates in FICA (Social Security), for temporary employees and Medicare withholding and matching programs as required by law.

**STATE DISABILITY INSURANCE (WAGE SUPPLEMENT)**

All employees are enrolled in California State Disability Insurance (SDI), which is a partial wage replacement insurance plan for California workers. Employees may be eligible for SDI when they are ill or have non-work related injuries, or may be eligible for work related injuries if they are receiving workers' compensation at a weekly rate less than the SDI rate. Specific rules and regulations relating to SDI eligibility are available from Human Resources.

**PAID FAMILY LEAVE (WAGE SUPPLEMENT)**

Under California law, eligible employees may participate in the Paid Family Leave ("PFL") program, which is part of the state's unemployment compensation disability insurance program. The PFL program provides up to eight weeks of partial wage replacement benefits to employees who take time off to care for a seriously ill or injured child, spouse, parent, registered domestic partner, siblings, grandparents, grandchildren, or parents-in-law or to bond with a new child (birth, foster care, adoption) The PFL program does not provide job protection or reinstatement rights. It is a wage supplement provided concurrently while an employee takes an eligible leave of absence under the School policy and applicable law.

The program will be administered in a manner consistent with California law. For more information regarding this program, you may contact the California Employment Development Department.

**WORKER'S COMPENSATION INSURANCE**

Eligible employees are entitled to workers' compensation insurance benefits when suffering from an occupational illness or injury. This benefit is provided at no cost to the employee. In the event of an occupational injury or illness (as defined under Workers' Compensation Law) an employee may be covered by workers' compensation insurance instead of group insurance. If an employee should become injured or in any way disabled on the job, he or she must report the injury immediately to his or her supervisor. It is a felony to file a fraudulent or false workers' compensation claim.

## SECTION 9 – EMPLOYEE COMMUNICATIONS POLICY

### COMMUNICATIONS POLICY

Every employee is responsible for using the School's computer system, including, without limitation, its computers, laptops, iPads, tablets, cellular phones, electronic mail (Email) system, telephone, video conferencing, voicemail, facsimile systems and the Internet ("Communications Systems"), properly and in accordance with this policy. Any questions about this policy should be addressed to the employee's immediate supervisor.

The Communication Systems are the property of the School and have been provided for use in conducting School business. All communications and information transmitted by, received from, created, or stored in its School Communication Systems are records and property of the School. The Communication Systems are to be used for School purposes only. Employees may, however, use the School technology resources for the following incidental personal uses so long as such use does not interfere with the employee's duties, is not done for pecuniary gain, does not conflict with School business, and does not violate any School policies:

- To send and receive necessary and occasional personal communications;
- To use the telephone system for brief and necessary personal calls; and
- To access the Internet for brief personal searches and inquiries during meal periods or other breaks, or outside of work hours, provided that employees adhere to all other usage policies.

#### No Expectation of Privacy

The School has the right, but not the duty, to monitor any and all of the aspects of its Communication Systems, including, without limitation, reviewing documents created and stored on its Communication Systems, deleting any matter stored in its system (including, without limitation, its Email and word processing systems), monitoring sites visited by employees on the Internet, monitoring chat and news groups, reviewing material downloaded or uploaded by users to the Internet, and reviewing Email and instant messages sent and received by users and/or voicemails. Further, the School may exercise its right to monitor its Communications Systems for any reason and without the permission of any employee. Employee use of your school's Communication Systems constitutes consent to all the terms and conditions of this policy.

Even if employees use a password to access the Communication Systems (or any aspect thereof), the confidentiality of any message stored in, created, received, or sent from the School's Communication Systems is not assured. Use of passwords or other security measures does not in any way diminish the School's right to monitor and access materials on its Communication Systems, or create any privacy rights of employees in the messages and files on the system. Any password used by employees must be revealed to the School upon request for any reason that the School, in its discretion, deems appropriate. Further, employees should be aware that deletion of any Email messages, voicemails or files would not truly eliminate the messages from the system. All Email messages, voicemails and other files may be stored on a central back-up system in the normal course of data management. Employees have no expectation of privacy in anything they view, create, store, send, or receive on the Communication Systems.

Notwithstanding the foregoing, even though the School has the right to retrieve, read, and delete any information viewed, created, sent, received, or stored on its Communication Systems, Email messages should still be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any Email messages that are not sent to them or by them. Any exception to this policy must receive the prior approval of the Executive Director.

#### Professional Use of Communication Systems Required

Employees are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. Emails and other text communications, in particular, are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. Users should write Email communications with no less care, judgment, and responsibility than they would use for letters or internal memoranda written on the School letterhead.

#### Offensive and Inappropriate Material

The School's policy against discrimination and harassment, sexual or otherwise, applies fully to the School's Communication Systems, and any violation of that policy is grounds for discipline up to and including discharge. Therefore, no Email messages should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability or any other classification protected by law. Further, material that is fraudulent, harassing, abusive, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, unlawful, inappropriate, or offensive (including offensive material concerning sex, race, color, national origin, religion, age, disability, or other characteristic protected by law) may not be downloaded from the Internet or displayed or stored in the School's computers. Employees encountering or receiving this kind of material should immediately report the incident to their Executive Director and Human Resources.

The School may (but is not required) to use software to identify inappropriate or sexually explicit Internet sites. Such sites may be blocked from access by the School networks. Employees who encounter inappropriate or sexually explicit material while browsing on the Internet should immediately disconnect from the site, regardless of whether the site was subject to the School's blocking software.

#### Solicitations

The School's Communication Systems may not be used to solicit for political causes, commercial enterprises, outside organizations, or other non-job-related solicitations. Approval from the Executive Director is required before anyone carpost any information on commercial on-line systems or the Internet.

#### Licenses and Fees

Employees may not agree to a license or download any material over the Internet for which a registration fee is charged without first obtaining the express written permission of his/her Executive Director.

#### Games and Entertainment Software

Employees may not use a School Internet connection to download games or other entertainment software, or to play games over the Internet.

#### Confidential Information

Employees may not transmit information over the Internet or through email that is confidential or proprietary. Employees are referred to the School's "Confidential Information" policy, contained herein, for a general description of what the School deems confidential or proprietary. When in doubt, employees must consult their immediate supervisor and obtain approval before transmitting any information that may be considered confidential or proprietary.

#### Copyrights and Trademarks

The School's Communication Systems may not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization from his/her Executive Director. Employees, if uncertain about whether certain information is copyrighted, proprietary, or otherwise inappropriate for transfer, should resolve all doubts in favor of not transferring the information and consult a supervisor.

Any School approved material that is posted or sent via its computer system should contain all proper copyright and trademark notices. Absent prior approval from a supervisor to act as an official representative of the School, employees posting information must include a disclaimer in that information stating, "Views expressed by the author do not necessarily represent those of the School."

#### Maintenance and Security of the System

Employees must not deliberately perform acts that waste resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, streaming video or audio files, engaging in online chat groups, printing excessive copies of documents, or otherwise creating unnecessary network traffic. Because audio, video, and picture files require significant storage space, files of this or any other sort may not be downloaded unless they are business-related. In addition, employees should routinely delete outdated or otherwise unnecessary voicemails, Emails and computer files. These deletions will help keep the system running smoothly and effectively, as well as minimize maintenance costs.

To ensure security and to avoid the spread of viruses, employees accessing the Internet through a computer attached to the School's network must do so through an approved Internet firewall. Accessing the Internet directly by modem is strictly prohibited unless the computer you are using is not connected to the School's network. Files obtained from sources outside the School including disks brought from home; including files downloaded from the Internet, news groups, bulletin boards, or other online services; files attached to email; and files provided by customers or vendors, may contain dangerous computer viruses that may damage the School's computer network. Employees should never download files from the Internet, accept email attachments from outsiders, or use disks from non-School sources, without first scanning the material with the School approved virus checking software. If you suspect that a virus has been introduced into the School network, notify technology personnel immediately.

#### Violations of this Policy

Violations of this policy will be taken seriously and may result in disciplinary action, including possible termination, and civil and criminal liability.

#### Amendment and Modification of this Policy

The School reserves the right to modify this policy at any time, with or without notice. The School may require employees to acknowledge and comply with a separate Acceptable Use Policy for Internet and Network Resources, which shall contrain the event of a conflict.

### SOCIAL MEDIA POLICY

The School has adopted the following policy with regard to employees' behavior on social networking sites including but not limited to Facebook, Twitter, LinkedIn, Pinterest, Instagram, SnapChat and YouTube. If you wish to use networking protocols or set up a social media site as a part of the educational process, please work with your administrators and technology staff to identify and use a restricted, School-endorsed networking platform. Such sites will be the property of the School who will have unrestricted access to, and control of, such sites.

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Employees shall not accept students as friends on any personal social networking sites and are to decline any student-initiated friend requests. Teachers are not to initiate “friendships” with students or parents. Employees must delete any students already on their “friends” list immediately.

With regard to social networking content, employees should not use commentary deemed to be defamatory, obscene, proprietary, or libelous with regard to any School-related business or policy, employee, student, or parent. Additionally, employees should exercise caution with regards to exaggeration, obscenity, copyrighted materials, legal conclusions, and derogatory remarks or characterizations. Employees should weigh whether a particular posting puts his/her effectiveness as a School employee at risk. The School encourages employees to post only what they want the world to see. Imagine that students, their parents, or administrators will visit your site as most information is available to the general public even after it is removed from the site. Employees may not discuss students nor post images that include students.

Due to security risks, employees must be cautious when installing the external applications that work with the social networking site. At a minimum, it is recommended that all employees should have all privacy settings set to “Only Friends”. The settings “Friends of Friends” and “Networks and Friends” open your content to a large group of unknown people, including students.

#### Personal or Professional Blogs

If you are developing a website or writing a blog that will mention the School, you must identify that you are an employee of the organization and that the views expressed on the blog or web site are yours alone and do not represent the views of the School. Unless given permission by your Executive Director, you are not authorized to speak on behalf of the School or to represent that you do so. If you are developing a site or writing a blog that will mention the School, as a courtesy to the organization, please let your Executive Director know in advance of publication. Your Executive Director may choose to visit your blog or social networking site from time to time.

You may not share information that is confidential and proprietary with regard to the School. This includes, but is not limited to, information about curriculum, School dynamics, School programs, future goals, or current challenges within the organization. These are given as examples only and do not cover the range of what the School considers confidential and proprietary. If you have any questions about whether information has been released publicly or doubts of any kind, speak with your Executive Director and Human Resources.

When writing a blog or participating in any other social networking site, employees should speak respectfully about the School and our current and potential employees, students, parents, and competitors. Name-calling or behavior that will reflect negatively on the organization’s reputation is discouraged. Note that the use of copyrighted materials, unfounded, harassing, libelous, or derogatory statements, or misrepresentation is not viewed favorably by the School and can result in disciplinary action, up to, and including termination.

All employees who engage in social networking may be legally liable for anything he/she writes or presents online. Employees can be disciplined, if appropriate, by the School for commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment.

This policy should not be construed, and will not be applied, in a manner that violates employee rights under the National Labor Relations Act. Employees may not comment on a student’s blog or a student’s other social networking commentaries. Employees may not use trade names, or logos belonging to the School without express written permission of the Executive Director. Failure to comply with the School’s social media policy will result in disciplinary action, up to, and including, immediate termination.

#### EQUIPMENT POLICY

The School attempts to provide all staff members with the equipment and supplies needed to do their job. Providing equipment is a great expense to the School. It is expected that everyone will protect and care for all equipment and supplies issued to them. Staff members are responsible for the cost of lost, stolen, or broken items issued to them including: keys, textbooks, teacher guides, laptops, and any other equipment that may be assigned to them if the loss is due to willful misconduct or gross negligence.

#### Laptop Computers

Each staff member assigned a laptop for professional use shall be ~~required to sign a laptop Agreement Form and will be~~ charged for any damages, loss or theft to the laptop caused by willful misconduct or gross negligence.

Although issued to an individual employee, all computing devices are considered the personal property of the primary organizational unit to which the receiving employee belongs and shall be returned upon termination of employment with the School, after reassignment of job duties or immediately upon request at any time by an official of the School. Employees are expected to take all appropriate measures and precautions to prevent the loss, theft, damage and/or unauthorized use of such equipment. Such precautions shall include, but not be limited to the following:

- Keep the computing device in a locked and secured environment when not being used;
- Do not leave the computing device for prolonged periods of time in a vehicle, especially in extreme temperatures;
- Keep food and drinks away from all computing devices and work areas;
- Do not leave the computing device unattended at any time in an unsecured location (e.g., an unlocked empty office); and
- Keep the computing device in sight at all times while in public places, such as public transportation, airports, restaurants, etc. Should an employee’s computing device be lost or stolen, the employee must:
  - Immediately report the incident to his/her immediate supervisor and IT.
  - Obtain an official police report documenting the theft or loss; and
  - Provide a copy of the police report to his/her immediate supervisor, or Executive Director and IT.

If the employee fails to adhere to these procedures, the employee may be held legally and financially responsible to the School for the replacement of such equipment. The School is under no legal, financial or other obligation to provide for a replacement computing device to any employee whose device is lost, stolen or damaged.

There is no expectation of privacy in School equipment. The School may add security and other tracking technology to any and all computing devices issued by it and any and all such usage is subject to management review, monitoring, and auditing by the School. Other audits may be performed on the usage and internal controls as deemed necessary. Non-compliance with any policies or procedures regarding Employee Computers and Portable Computing Devices issued by the School will result in appropriate disciplinary action and/or reimbursement of any and all costs to the School.

#### CELL PHONE POLICY

Personal cell phones should not be used while you are working if assigned to a location. Cell phones should be turned off and stored with your other personal belongings while you are working. If you are required to perform business on a cell phone for the School while driving, you must utilize the hands-free option on the cell phone or a headset/earpiece device. Sending, writing, or reading text based communications on your cell phone while driving a School vehicle or your own vehicle to conduct School business is prohibited. Text based communications include, but are not limited to, text messages, instant messages, and email. If you are assigned a School cell phone to conduct School business, please notify your supervisor if the cell phone is misplaced, stolen, or damaged. Personal calls, received or placed, are not allowed on School cell phones.

#### Telephone Calls and Texting

While at work and during staff meetings, the employee’s undivided attention is expected. Cell phones, texting, and pagers are not allowed so that the activities or discussion are not disturbed. Employees should wait to make personal phone calls during breaks.

#### NO SOLICITATION/DISTRIBUTION POLICY

In order to minimize non-work-related activities that could interfere with providing quality education, teamwork, and safety, the School has established the following policy concerning solicitation and the distribution of written materials other than those directly related to the School’s business.

Non-employees may not solicit or distribute written materials of any kind at any time on premises that are owned, leased, operated, managed, or controlled by the School.

Employees may not solicit other employees during the workday when either the person doing the solicitation or the person being solicited is engaged in or required to be performing work tasks. Employees may not distribute written materials of any kind during the workday when either the distributing employee or the employee receiving the materials is engaged in or required to be performing work tasks.

Additionally, distribution of written materials of any kind by the School employees is prohibited at all times in all working areas on School premises.

Employees may solicit other employees when both parties are on non-work time. Employees may distribute written materials in non-work areas during non-work time.

The sole exceptions to this policy are charitable and community activities supported and approved by the School. School bulletin boards are the only areas where any merchandise or notices may be placed. Such items must meet the guidelines established by the School. The School must approve any postings prior to posting.

The School reserves the right to discontinue any solicitation or distribution if the activities become disruptive to employees or the efficient operation of the School’s business.

Employees are required to leave School premises and other work areas at the completion of their workday. Employees are not permitted to enter or remain on School premises or work areas unless the employee is on duty, scheduled for work, coming to or departing from scheduled work, or otherwise has specific authorization from their supervisor.

#### Definitions

School “premises”: property owned, leased, operated, managed, or controlled by the School, including buildings, parking lots, and play areas that the School has the right to use exclusively or in common with others, vehicles owned or operated by the School.

Work time: any time when employees are engaged in or required to be performing work tasks. Work time does not include break periods, meal times, or other periods during the workday when employees are properly not engaged in performing their work tasks.

Work areas: all areas controlled by the School where employees are performing work, except cafeterias, employee break areas, and parking lots (non-work areas).



#### Employee Responsibility

If you have a need to solicit and/or distribute materials on School premises, it must be in compliance with this policy. If you have questions, talk with Human Resources. If solicitation or distribution is conducted within the parameters of this policy, the manner of activities must not harass or intimidate other employees. If you are subjected to such behavior at any time, report the activity to your supervisor. If solicitation or distribution occurs while you are working, report the activity to your supervisor.

#### ANTI-NEPOTISM POLICY

##### Policy Statement

It is the policy of the School to avoid Nepotism, which means to avoid creating or maintaining circumstances in which the appearance or possibility of favoritism, conflicts of interest, or management disruptions exist due to a relationship between the School decision-maker and his or her Family Member. This policy is to ensure effective supervision, internal discipline, security, safety, and positive morale in the workplace and to avoid the potential for problems of actual or perceived favoritism, conflicts in loyalty, discrimination, and appearances of impropriety or conflict of interest. This policy applies to all the School board members, employees, individual consultants hired or retained by the School, and School Services Providers hired or retained by the School.

Relationships between School Board Members, Employees, Consultants, or School Services Providers are permissible under the following circumstances:

Family Members of the School board members, employees, individual consultants, or School Services Providers shall not be hired for or retained in an employment position if one Family Member would have the authority or be in a position to directly supervise, hire, or discharge the other.

- (a) Any time a Board Member, employee, individual consultant, or School Services Provider is a Family Member of another, the relationship shall not result in an adverse impact on work productivity or performance. The determination of whether there is an adverse impact shall be in the discretion of the supervisor(s) of the employee(s), consultant(s), or School Services Provider(s), or in the case of a board member, at the discretion of the School Board of Directors.
- (b) Any time a Board Member, employee, individual consultant, or School Services Provider is a Family Member of another, the relationship shall not create an actual conflict of interest under the law, and shall not create a detrimental perceived conflict of interest. The determination of whether there is a detrimental perceived conflict of interest shall be at the discretion of the supervisor(s) of the employee(s), consultant(s) or School Services Provider(s), or in the case of a Board Member, at the discretion of the School Board of Directors.

##### Definitions

"Family Members" include an employee's parent, child (natural, adopted, or legal guardianship), spouse, domestic partner, brother, sister, grandparent, grandchild, step-relationships within the preceding categories, brother-in-law, sister-in-law, son-in-law, daughter-in-law and father-in-law.

"Nepotism" describes a work-related situation in which there is the potential for favoritism toward a Family Member (such as giving a job, promotion, biased performance reviews, or more favorable working conditions) on the basis of the familial relationship.

"School Services Provider" shall mean any provider of school services to the School, and in the case of an organization shall mean be the responsible individual at such organization that provides school services to the School.

##### Procedures

When a Family Member of a current the School Board Member, employee, individual consultant, or School Services Provider applies to become a board member or employee, or requests to be a consultant or School Services Provider, the Family Member's application/request must be denied if a conflict under this policy exists (e.g., if one Family Member would have the authority or be in a position to directly supervise, hire, or discharge the other). Special circumstances may be reviewed by the Board in the event that the School's best interests would be served otherwise.

When a Family Member of a current School Board Member, employee, individual consultant, or School Services Provider applies for a transfer to a new employment position within the School, the Family Member's application must be evaluated to determine whether a conflict under this policy exists. If a conflict exists, the application for transfer must either be denied or one of the Family Members must seek a position transfer to avoid the conflict, if any such opportunity exists. In the event that no such opportunity exists, the application for transfer must be denied.

In implementing this policy, it is permissible to ask an applicant, potential consultant, or School Services Provider to state whether he or she has a Family Member who is presently employed by or on the board of the School, but such information may not be used as a basis for an employment decision except as stated herein. When a relationship that creates a conflict with this policy occurs during employment, the School will attempt to arrange a transfer or change in position/duties to eliminate the conflict. If a suitable transfer/change in position/duties is not available, one of the employees may be separated from service. Every attempt will be made to effect transfer or separation on the basis of agreement between the employees involved and the School. If a mutual agreement is unattainable, the Board will determine, in the School's best interest, which employee is to be transferred or separated.

##### Responsibilities

The Executive Director or designee shall coordinate with the current employee's direct supervisor to develop appropriate plans to ensure that a Family Member's employment does not conflict with this policy. If the situation cannot be resolved by a transfer, then the Executive Director or designee will deny the application for employment. Special circumstances may be reviewed by the Board in the event that the School's best interests would be served by the employment of a Family Member.

The Executive Director or designee shall investigate reports of Nepotism and take appropriate action. Employees are required to disclose changes in their personal situations to the Executive Director or designee which may be covered by this policy. Supervisors may inquire about the family relationship between employees to determine the appropriateness of the working relationship under this policy. The Board shall make the final determination concerning potential conflicts with this policy involving the Executive Director.

#### VIOLENCE IN THE WORKPLACE

The School has adopted a policy prohibiting workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, bullying, and/or coercion, which involve or affect the School or which occur on the School property will not be tolerated. Examples of workplace violence include, but are not limited to, the following:

- All threats or acts of violence occurring on the School premises, regardless of the relationship between the School and the parties involved
- All threats or acts of violence occurring off the School premises involving someone who is acting in the capacity of a representative of the School

Specific examples of conduct, which may be considered threats or acts of violence, include, but are not limited to, the following:

- Hitting or shoving an individual
- Threatening an individual or his/her family, friends, associates, or property with harm
- Intentional destruction or threatening to destroy the School property
- Making harassing or threatening phone calls
- Harassing surveillance or stalking (following or watching someone)
- Unauthorized possession or inappropriate use of firearms or weapons

The School's prohibition against threats and acts of violence applies to all persons involved in the School's operation, including but not limited to all personnel, contract, unpaid interns, volunteers and temporary workers, and anyone else, including parents on the School property. Violations of this policy by any individual on the School property will lead to disciplinary action, up to and including termination and/or legal action as appropriate. All employees are encouraged to report incidents of threats or acts of physical violence of which they are aware to their supervisors, to their Executive Director and Human Resources.

If an employee becomes aware of an imminent act of violence, a threat of imminent violence, or actual violence, emergency assistance must be sought immediately. In such situations, the employee should contact the law enforcement authorities by dialing 911. Immediately after contacting the law enforcement authorities, employee must report the incident. There will be no retaliation against any employee who brings a complaint in good faith under the Violence in the Workplace Policy or who honestly assists in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven. However, disciplinary action may be taken against employees who, in bad faith, make false or frivolous accusations.

In certain circumstances, the School may seek a workplace violence restraining order on behalf of one or more employees in furtherance of its commitment to providing a workplace that is free from acts of violence or threats of violence.

## SECTION 10 – STANDARDS OF CONDUCT

### PERSONAL STANDARDS

Each employee must be neatly groomed and wear clothing that is professional and appropriate for the employee's position. Your Executive Director or immediate supervisor will inform you of any special clothing requirements. Employees will not be permitted to wear clothing or otherwise present an appearance that may cause disruption, be taken as offensive, or reduce productivity.

Consult your supervisor if you have any questions regarding appropriate attire.

### TEACHER-STUDENT INTERACTIONS

#### Boundaries Defined

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

#### Acceptable and Unacceptable Behavior

Some activities may seem innocent from a staff member's perspective, but some of these activities can be perceived as flirtation or sexual insinuation from a student or parental point of view. The purpose of the following lists of unacceptable and acceptable 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, inappropriate or sexual misconduct.

Staff members must understand their own responsibilities for ensuring 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 any required disciplinary purposes. Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities.

#### Unacceptable Behaviors

These lists, and any subsequent lists, are not meant to be all-inclusive, but rather illustrative of the types of behavior addressed by this policy.

- Giving gifts to an individual student that are of a personal and intimate nature
- Kissing of ANY kind
- Any type of unnecessary physical contact with a student in a private situation
- Intentionally being alone with a student away from school
- Making, or participating in, sexually inappropriate comments
- Sexual jokes, or jokes/comments with sexual overtones or double-entendres
- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator
- Listening to or telling stories that are sexually oriented
- Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- Giving students a ride to/from school or school activities without parental permission
- Being alone in a room with a student at school with the door closed
- Allowing students in your home without signed parental permission for a pre-planned and pre-communicated educational activity which must include another educator, parent, or other responsible adult
- Remarks about the physical attributes or physiological development of anyone
- Excessive attention toward a particular student
- Sending emails, text messages, Facebook responses, or letters to students if the content is not about school activities

#### Acceptable and Recommended Behaviors

- Obtaining parent's written consent for any school activity (exclusive of tutorials)
- Obtaining formal approval (site and parental) to take students off school property for activities such as field trips or competitions
- Emails, text-messages, phone conversations, and other communications to and with students, if permitted, must be professional and pertain to school activities or classes (communication should be initiated via school-based technology and equipment)
- Keeping the door open when alone with a student
- Keeping reasonable and appropriate space between you and the student
- Stopping and correcting students if they cross your own personal boundaries
- Keeping parents informed when a significant issue develops about a student
- Keeping after-class discussions with a student professional and brief
- Immediately asking for advice from senior-staff or administration if you find yourself in a difficult situation related to boundaries
- Involving your supervisor in discussion about boundaries that have the potential to become more severe (including but not limited to: grooming or other red flag behaviors observed in colleagues, written material that is disturbing, or a student's fixation on an adult)
- Making detailed notes about an incident that in your best judgment could evolve into a more serious situation later
- Recognizing the responsibility to stop unacceptable behavior of students and/or co-workers
- Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student after regular school hours
- Prioritizing professional behavior during all moments of student contact
- Asking yourself if any of your actions, which are contrary to these provisions, are worth sacrificing your job and career

#### Reporting

When any staff member becomes aware of another staff member, volunteer, guest or vendor having crossed the boundaries specified in this policy, or has a reasonable suspicion of misconduct, he or she must report the suspicion to their immediate supervisor, Human resources or the Executive Director promptly. Reasonable suspicion means it is based on facts which would lead a reasonable person to believe the conduct occurred. Prompt reporting is essential to protect students, the suspected staff member, any witnesses, and the School as a whole. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses boundaries, or any situation in which a student appears to be at risk for sexual abuse.

#### Investigating

The School will promptly investigate and document the investigation of any allegation of sexual misconduct or inappropriate behavior, using such support staff or outside assistance, as it deems necessary and appropriate under the circumstances. Throughout this fact-finding process, the investigating administrator, and all other privy to the investigation, shall protect the privacy interests of any affected student(s) and/or staff member(s) including any potential witnesses, as much as possible.

#### Consequences

Staff members who have violated this policy will be subject to appropriate disciplinary action, and where appropriate, will be reported to authorities for potential legal action.

### CUSTOMER & PUBLIC RELATIONS

The School's image in front of students, parents (i.e. our "customers") and the general public is critical to our success. All employees are expected to be prompt, polite, courteous and attentive to our customers and the public. It is possible an employee may come into contact with a dissatisfied or hostile individual based on the nature of the employee's work. If this happens, you should immediately notify your supervisor, Human Resources, or the Executive Director. We will absolutely not tolerate conduct toward our customers or the general public that might be interpreted as unlawful discrimination or harassment. Human resources will open an investigation into the instance and document any findings. After the investigation has concluded the report and the findings will be filed with Human Resources. If you witness conduct in violation of this policy, you should immediately bring it to the attention of your supervisor or the Executive Director. A Report will be created and documentation will be filed with Human Resources.

### PROHIBITED CONDUCT

The following is a list of conduct that is prohibited and will not be tolerated by the School. It is not an all-inclusive list, but rather a list designed to give examples of the types of conduct prohibited by the School.

- Falsification of employment records, employment information, or other School records
- Recording the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any time card, either your own or another's
- Theft, deliberate or careless damage, or loss of any School property or the property of any employee or customer
- Provoking a fight or fighting during working hours or on School property
- Participating in horseplay or practical jokes on School time or on School premises where such conduct might be a safety risk or might be interpreted as offensive
- Carrying firearms or any other dangerous weapons on School premises at any time or while acting on behalf of the School
- Violation of the Substance and Alcohol policy
- Insubordination, including but not limited to, failure or refusal to obey the orders or instructions of a supervisor or member of administration, or the use of abusive or threatening or abusive language toward a supervisor or member of administration
- Unreported absence on scheduled workdays unless otherwise excused
- Excessive tardiness or absenteeism unless otherwise excused
- Unauthorized use of School equipment, time, materials, facilities, or the School name
- Sleeping or malingering on the job
- Failure to observe working schedules, including the required rest and meal periods
- Soliciting other employees for membership, funds, or other similar activity in connection with any outside organization during your working time or the working time of the

employee(s) solicited

- Distributing unauthorized literature or any written or printed material during working time or in work areas ("Working time" does not include your meal and break periods.)
- Failure to timely notify your supervisor when you are unable to report to work
- Failure of an employee to obtain permission to leave work for any reason during normal working hours
- Abuse of sick leave
- Violation of the Communications Policy
- Failure to provide a physician's certificate when requested or required to do so
- Violating the School's Personal Standards or dresscode
- Breaching confidentiality
- Making derogatory racial, ethnic, religious, or sexual remarks or gestures; any violation of the Harassment and/or Equal Employment Opportunity policy; or using profane or abusive language at any time on School premises or during working hours
- Violation of any safety, health, security, or School rule
- Negligence or other conduct leading to the endangerment of harm of a child or children
- Working overtime without authorization or refusing to work assigned overtime
- Unsatisfactory job performance
- Willfully or maliciously making false statements regarding any co-worker or submitting a complaint known to be false.

#### **CONFIDENTIAL INFORMATION**

It is important to the School to protect and preserve its trade secrets and confidential information. Confidential information includes, but is not limited to, student information, all student lists, techniques and concepts, marketing plans, design specifications, design plans, strategies, forecasts, bid plans, bid strategies, bid information, contract prices, new products, software, computer programs, writings, and all know-how and show-how whether or not protected by patent, copyright, or trade secret law.

The School prohibits audio or video recordings in the workplace, during working hours, without authorization of the School due to privacy and confidentiality concerns and protections. The School devotes significant time, energy, and expense to develop and acquire its trade secrets and confidential information. As an employee of the School you will, during the course of your employment, have access to and become familiar with various trade secrets and confidential information that are owned by the School. An employee shall not, directly or indirectly, disclose or use any of the foregoing information other than for the sole benefit of the School, either during the term of your employment or at any other time thereafter. This information shall not be disclosed except through normal channels and with authorization. Any and all trade secrets or confidential information shall be returned to the School during extended leaves of absence or upon termination.

During your employment with the School, you will not be permitted nor required to breach any obligation to keep in confidence proprietary information, knowledge, or data acquired during your former employment. You must not disclose to the School any confidential or proprietary information or material belonging to former employers or others.

Violations of this policy may result in disciplinary action, up to and including termination.

#### **CONFLICTS OF INTEREST**

All employees must avoid situations that result in actual or even potential conflicts of interest. Personal, social, and economic relationships with competitors, suppliers, customers, parents, or co-employees that may impair an employee's ability to exercise good judgment on behalf of the School or which give the appearance of such impairment create an actual or potential conflict of interest. For example, romantic or personal relationships between a supervisor and subordinate employee can lead to supervisory problems, claims of harassment, and morale problems.

Any employee involved in such situations or relationships must immediately and fully disclose the nature of the situation or relationship to the Executive Director so a determination can be made as to whether an actual or potential conflict exists, and if so, how to correct the situation.

The School expects employees to devote their best efforts to the interests of our school. The School recognizes your right to engage in activities outside of your employment, which are of a private nature and unrelated to our business. However, outside activities (second jobs, side businesses, clubs, etc.) must not interfere with your ability to fully perform your job duties at the School or create a conflict of interest with your statutory duty of loyalty to the School. The School prohibits employees from working with another School or external organization that competes with the School whether as a regular employee or as a consultant.

If you have any questions whether an action or proposed course of conduct would create a conflict of interest, you should immediately contact the Executive Director to obtain advice on this issue. A violation of this policy will result in immediate and appropriate discipline, up to and including, immediate termination.

This policy is in addition to the School's Revised Nonprofit Conflict of Interest Policy and Conflict of Interest Code.

#### **Outside Employment**

If you are a full time employee we expect that you devote your full professional effort to your position at the School. If you wish to participate in outside work activities you are required to obtain written approval from the Executive Director prior to starting those activities. Approval will be granted unless the activity conflicts with the School's interests. In general, outside work activities are not allowed when they:

- Prevent you from performing work for which you are employed at the School.
- Involve organizations that are doing or seek to do business with the School including actual or potential vendors.
- Violate provisions of law or the School policies or rules.
- When the employee is on a medical leave (FMLA/CFRA/PDL or any other medical leave)

Your obligations to the School must be given priority. Full time employees are hired and continue employment with the understanding that the School is their primary employer and that other employment, commercial involvement or volunteer activity that is in conflict with the business interests of the school is strictly prohibited.

#### **POLICY REGARDING INCONSISTENT, INCOMPATIBLE OR CONFLICTING EMPLOYMENT, ACTIVITY OR ENTERPRISE BY SCHOOL PERSONNEL**

##### **Policy Statement**

It is the policy of the School that its officers and employees may not engage in any outside activity, employment, or enterprise for compensation which is inconsistent, incompatible with, or in conflict with, his or her duties as an officer or employee of the School. During working hours or on school premises, officers or employees shall not engage in political or religious activities, or recruit or solicit students or members of the public for political or religious activities.

An officer's or employee's outside activity, employment, or enterprise for compensation shall be determined to be inconsistent, incompatible with, or in conflict with, his or her duties as an officer or employee of the School if any of the following apply:

1. It involves the use of the School time, facilities, equipment, supplies, or the officer's or employee's position or influence with the School, for private gain or advantage.
2. It involves receipt or acceptance by the officer or employee of any money or other consideration for the performance of an act that would otherwise be required within the scope of the officer or employee's duties with the School.
3. It involves the performance of an act as part of the outside activity that involves services performed for the School.
4. It affects the officer's or employee's work hours, interferes or conflicts with the officer's or employee's job duties, raises any ethical or conflict of interest concerns, or creates any conditions that impact the officer's or employee's job performance.
- 5.

Officers and employees may not use the School's name, logo, supplies, equipment or other property in connection with any outside activities.

##### **Procedure**

In the event that an officer or employee believes that an outside activity for compensation may be inconsistent, incompatible with, or in conflict with, his or her duties as an officer or employee of the School, the officer or employee shall obtain a written determination of the Executive Director or his or her designee that the outside activity is not in violation of this policy before engaging in such activity.

#### **EXPENSE REIMBURSEMENT POLICY**

The School policy is to reimburse its employees for all reasonable and necessary expenditures or losses incurred in direct consequence of the discharge of their duties.

##### **Personal Cell Phones**

Employees are not required to use their personal cell phones to perform work on behalf of the School. The School has provided employees with a Google Voice account or similar service for any calls related to School work. If an employee elects to use his or her personal cell phone, such use is a voluntary choice and is not reasonable or necessary to the performance of the employee's duties. As such, employees will not be reimbursed for using personal cell phones.

##### **Internet Expenses**

Employees are not required to use their personal internet access (WiFi) to perform work on behalf of the School. The School has provided employees with a mobile hot spot for any work performed on behalf of the School requiring Internet access. If an employee elects to use his or her personal Internet access, such use is a voluntary choice and is not reasonable or necessary to the performance of an employee's duties. As such, employees will not be reimbursed for using personal Internet access.

##### **Utilities**

Employees who are required to use some of their personal utilities (e.g. electricity) while performing remote work on behalf of the School may receive a stipend for reimbursement of the employee's use of their personal utilities. The School has reviewed objective data regarding the range of costs for utilities and established a \$15.00 utilities stipend per month based on its good faith belief that the stipend will more than fully reimburse employees for any reasonable and necessary expense incurred in using some of their personal utilities while performing



work on behalf of the School.

If an employee believes that the stipend is insufficient to reimburse all reasonable expenses necessarily incurred in using their personal utilities while performing work on behalf of the School, the employee must immediately report this expense issue to the School's Human Resources Department. Employees will be required to submit documentation to support any request for additional utilities reimbursement.

#### Travel

All teachers are expected to serve students in-person, that are assigned or requested on their roster and are required to drive up to 60 miles and/or one hour to meet with their students as part of their normal commute\*.

\*Commuting miles are the miles you drive between your home and regular workplace. These miles are viewed as a personal expense and can't be deducted in personal taxes or reimbursed as a business expense by your employer.

If and when the School requires employees to drive their personal vehicle to perform duties on behalf of the School (in the course and scope of employment) beyond their normal commute, the School will reimburse employees for the reasonable and necessary expense of using their personal vehicle on behalf of the School. ~~Employees are not authorized to drive their personal vehicle on behalf of the School without written authorization from the Executive Director of the School.~~

~~If authorized to drive,~~ Employees will receive a monthly reimbursement payment from the School for mileage expenses incurred beyond the employees' normal daily commute of up to 60 miles and/or a distance of one hour from their home. Employees will be paid for mileage reimbursement at the per mile rate amount designated by the Federal Internal Revenue Service, at the time the miles are driven on behalf of the School.

Employees are required to submit:

- a monthly written report of all miles driven
- with a printed map showing the locations driven, on behalf of the School during that month.

If any employee believes that the mileage reimbursement that he or she receives from the School is insufficient to reimburse the employee for all reasonable expenses necessarily incurred by the employee in using his or her personal vehicle on behalf of the School, the employee must immediately report this expense issue to the School's Human Resources Department. Employees may be required to submit additional documentation to support any request for additional mileage reimbursement.

#### Other Expenses

With the exception of those employees who are required to use their personal utilities during the course and scope of their employment with the School, it is the School's policy to provide its employees with all necessary equipment to perform their duties on behalf of the School. The School does not require employees to purchase any additional equipment in order to perform work for the School. If any employee believes that additional equipment is reasonable and necessary to perform his or her duties on behalf of the School, the employee must immediately notify the School's Human Resources Department.

#### Office Supplies

The School will issue employees an allocated amount to utilize office supplies on a per semester basis for the purchase of ink (if applicable), paper and miscellaneous desk supplies (e.g. staplers, paper clips, writing utensils and file folders). Any other items outside these categories must be pre-approved by the employee's supervisor before an employee purchases any other item using the School issued gift card.. To the extent an employee believes additional funds in excess of the allotment due to employment status are reasonable and necessary to perform his or her job during the applicable semester, the employee must immediately notify the Human Resources Department. If the employee does not spend the allocated amount, the remaining balance does not transfer to the next fiscal school year.

If employees choose to purchase additional equipment or supplies without written authorization from the School, such expenses would not be reasonable or necessarily incurred in connection with work for the School. Those expenses would be optional expenses that employees voluntarily elect to incur and not reasonably necessary expenditures incurred by employees in direct consequence of the discharge of their duties for the School.

If, however, an employee believes that he or she has been required to incur any unexpected necessary and reasonable expense in order to perform his or her duties on behalf of the School, the employee should immediately report that expense to the School's Human Resources Department. Employees will be required to submit documentation to support any request for reimbursement of such expenses.

#### Reporting

If any employee believes that he or she has not been fully reimbursed for all reasonable and necessary expenses he or she has been required to incur while working for the School, the employee should immediately inform the School's Human Resources Department. All reports of possible inadequate reimbursement will be promptly reviewed, including a review of all of the employee's expense related records and receipts. If, as a result of the review, it is determined that the employee has been inadequately reimbursed for actual and necessary business expenses, the School will promptly reimburse the employee, in full, for all actual, reasonable and necessary business-related expenses incurred. It is every employee's responsibility to keep accurate records and receipts of all business related expenses for the purpose of requesting reimbursement.

There will be no retaliation against any employee who reports an expense reimbursement issue in good faith or who honestly assists in reviewing such an issue, even if the review produces insufficient evidence that there has been a violation.

#### **POLICY CONFIRMING RESTRICTION ON THE PROVISION OF FUNDS OR OTHER THINGS OF VALUE TO STUDENTS, PARENTS OR GUARDIANS**

##### Policy Statement

It is the policy of the School that the School shall not provide any funds or thing of value to any student or his or her parent or guardian that a school district could not legally provide to a similarly situated student, or his or her parent or guardian. The School does not and shall not provide, for example, "sign up bonuses" to parents or guardians or other incentives unrelated to education.

Additionally, a student, parent or guardian shall not use his or her status as a student, parent or guardian with the School in order to obtain funds or things of value from the School. For example, this policy prohibits an individual from utilizing his or her status as a parent or guardian to obtain a vendor contract with the School for compensation. It also prohibits an individual from utilizing his or her status as a parent or guardian to refer or encourage any students enrolled in the School, or their parents or guardians, to select that individual or his or her company or another provider of services, in connection with the student's education at the School, resulting in the individual's receipt of funds or thing of value from the School.

##### Procedures

The prior approval of the Executive Director or his or her designee must be obtained for any of the following in order to ensure that it does not conflict with this policy:

1. Any funds or thing of value provided to a student, parent or guardian which has not previously been approved. This applies in any situation in which a student, parent or guardian would any funds or thing of value, whether in their capacity as a student, parent, guardian, vendor, service provider or other circumstance.
2. Any proposed incentive to be offered to students or parents.

In requesting approval, the educational purpose of any such funds, thing of value or incentive must be provided to the Executive Director or his or her designee.



## SECTION 11 – SAFETY

### SUBSTANCE AND ALCOHOL POLICY

It is the intent of the School to promote a safe, healthy and productive work environment for all employees. The School recognizes that the illegal and/or excessive use of drugs and/or alcohol is not conducive to safe working conditions, employees' health, efficient operations, or School success. For purposes of this policy, "illegal drugs" includes, but is not limited to, substances that are prohibited by law (such as cocaine, heroin, etc.), controlled substances, marijuana (including medicinal marijuana and marijuana vaping or other recreational marijuana use), and prescription drugs (if they are not prescribed for the person using them and/or not being used as prescribed). "Drug paraphernalia" means any accessory for the use, possession, manufacture, distribution, dispensation, purchase, or sale of illegal drugs. "Under the influence" means that the employee is affected by alcohol, prescription medication that impairs cognitive or physical functions, and/or illegal drugs in any detectable manner.

The School complies with all Federal and State regulations regarding drug use while on the job. This policy prohibits the following:

- Use, possession, purchase, or offer for sale of illegal drugs, drug paraphernalia, or alcohol during working hours, including meal and break periods, or in the presence of pupils;
- Use, possession, purchase, or offer for sale of illegal drugs, drug paraphernalia, or alcohol on School property at any time;
- Use, possession, purchase, or offer for sale of illegal drugs, drug paraphernalia, or alcohol while attending a School function or event;
- Storing alcohol (if unauthorized), illegal drugs, or drug paraphernalia in a locker, desk, automobile, or other repository on the School's premises;
- Refusing to submit to an inspection or testing when requested by administration;
- Being under the influence of illegal drugs, prescription medication that impairs cognitive or physical functions and/or alcohol during working hours, while on the School's premises and/or attending a School function or event.

Employees taking physician-prescribed medications, which impairs the employee's job performance, (including medical prescribed marijuana) should not report to work. In addition, if you are required to take any kind of prescription or nonprescription medication that will affect your ability to perform your job, you are required to report this to Human Resources. Human Resources will determine if it is necessary to temporarily place you on another assignment or take other action as appropriate to protect your safety and the safety of other employees and students. Employees taking physician-prescribed medication which will not impair their job performance may be required to present a statement from the prescribing physician to the employee's supervisor indicating the duration of the prescription and stating that the use of the prescription will not impair the employee's ability to perform his or her specific job duties. This policy does not require or request the prescribing physician or the employee to identify any prescription drug or the medical condition for which it is prescribed. No employee shall use or have in his or her possession on the School premises any prescription medication other than medications currently prescribed by a physician for the employee. This policy will not be construed to prohibit the use of alcohol at social or business functions. However, employees must remember their obligation to conduct themselves appropriately at all times while at School-sponsored functions or while representing the School.

The School may at times conduct unannounced searches of School property for alcohol, illegal drugs, drug paraphernalia, and/or unauthorized controlled substances or to ensure compliance with any other School-related policy. As a result, employees do not have an expectation of privacy in this regard. Violation of this Substance and Alcohol Policy may result in disciplinary action, up to and including termination, at the School's sole discretion. Employees should be aware that participation in a rehabilitation program will not necessarily prevent the imposition of disciplinary action, including termination, for violation of this policy. Employees who undergo voluntary counseling or treatment and who continue to work, if any, must meet all established standards of conduct and job performance. Compliance with this Substance and Alcohol Policy is a condition of employment at the School. Failure or refusal of an employee to cooperate fully, sign any required document, submit to any inspection, or follow any prescribed course of substance abuse treatment will result in discipline, up to and including termination. Because the use, sale, purchase, possession, or furnishing of an illegally obtained substance is a violation of the law, the School may report such illegal drug activities to an appropriate law enforcement agency.

The School may require a test by intoxilator, blood test, urinalysis, medical examination of those persons whom the School reasonably suspects of using, possessing, or being under the influence of a drug or alcohol or is acting in such manner that they may harm themselves or another employee.

Any refusal to submit to such testing will be considered a positive screen. An employee's consent to submit to such a test is required as a condition of employment, and an employee's refusal to consent may result in disciplinary action, including termination for a first refusal or any subsequent refusal. The School shall determine the manner in which such testing is conducted with the goal being to ensure that the test results are accurate.

Such a test may be required of employees involved in any work-related accident or unsafe practice where the safety of the employee or other employees was jeopardized. Periodic retesting may also be required following positive test results or after any violation of this policy or rehabilitation.

### SMOKING

All School buildings and facilities are non-smoking facilities. This includes nicotine and non-nicotine cigarettes including (herbal cigarettes) as well as e-cigarettes, vaping and/or pipes (both tobacco and marijuana products). Smoking is prohibited within 20 feet of a school building and within 25 feet of a school playground or event location.

### PARKED VEHICLES

Employees are responsible for their own parked vehicles and the personal possessions within while parked on School property. Be cautious: keep school property and/or personal possessions out of sight and lock your car. Insuring your vehicle and personal property against loss and damage is recommended for your protection.

### PERSONAL AUTOMOBILE

Employees who use their own automobiles for travel on authorized school business will be reimbursed for mileage at the rate established by the Internal Revenue Services and in accordance with the School's Reimbursement policies. Employees must have prior supervisory approval for the use of personal vehicles and must carry, at their own expense, the minimum insurance coverage for property damage and public liability.

### PERSONAL PROPERTY

The School cannot be responsible and will assume no liability for any loss or damage to employee personal property resulting from theft, fire, or any other cause on the School's premises, including the parking area, or away from school property while on school business employees are prohibited from using personal property for work-related purposes unless approved in advance by the Executive Director.

### SAFETY POLICY

The School is firmly committed to maintaining a safe and healthy working environment. All employees of the School are expected to be safety conscious on the job at all times. All unsafe conditions or hazards should be corrected immediately. Report all unsafe conditions or hazards to your supervisor or Executive Director immediately, even if you believe you have corrected the problem. If you suspect a concealed danger is present on School premises, or in a product, facility, piece of equipment, process, or business practice for which the School is responsible, bring it to the attention of your supervisor or Executive Director immediately. Supervisors should arrange for the correction of any unsafe condition or concealed danger immediately and immediately contact the Executive Director regarding the problem. All workplace injuries and illnesses must be immediately reported to your supervisor and Human Resources. The School has in place a written Injury and Illness Prevention Program as required by law. It is located in the main office for review.

### ERGONOMICS

The School has invested in providing a work environment that is safe for all employees. To lessen the risk of ergonomic hazards, the School will make necessary adjustments to an individual's workstation, educate employees on ergonomic safety, and modify processes when deemed necessary to ensure the well-being and safety of our employees. You should report any ergonomic concerns to your Executive Director.

### CHEMICAL EXPOSURE WARNING

Employees should be aware that work areas might contain chemicals known to the State of California to cause cancer or to cause birth defects or other reproductive harm. If you have any questions or concerns about possible chemical exposure in your work area, contact your Executive Director.

## SECTION 12 – TERMINATION

### **VOLUNTARY TERMINATION**

The School will consider an employee to have voluntarily terminated his or her employment if the employee does any of the following: (1) elects to resign from the School; (2) fails to return from an approved leave of absence on the date specified without notifying the school for the need for continued leave including failure to communicate with the School; or (3) fails to report for work without notice to the School for three consecutive work days. The School requests that employees provide at least two weeks written notice of a voluntary termination. All School property must be returned immediately upon terminating employment. The School retains the right to accept resignation immediately and pay the amount of straight time compensation an employee would have earned in lieu of further performance.

### **INVOLUNTARY TERMINATION**

An employee may be terminated involuntarily for, among other reasons, poor performance, misconduct or other violations of the School's Rules of Conduct as set forth herein. Notwithstanding the foregoing, or anything else contained in this handbook, the School reserves the right to terminate any employee at any time, with or without advance notice and with or without cause.

### **EXIT INTERVIEWS**

All employees who leave employment at the School may be asked to take part in an exit interview with their supervisor to communicate their challenges and growth while employed at the School. Information shared during an exit interview will be treated as confidential to the extent possible.

### **VERIFICATION AND REFERENCE POLICY**

All requests for employment verification, references or personal information verification or disclosures must be directed to Human Resources. Only Human Resources is authorized to provide verifications or references, or disclose personal information, pertaining to current or former employees. With respect to verification requests, the School will disclose only the dates of employment and the title of the last position held. The School will verify or disclose additional information about the employee only if the employee provides written authorization for the School to provide the information. However, the School will provide information about current or former employees as required by law or court order. The School will not provide any letters of reference for current or former employees. Please refer all questions about this policy to Human Resources.

## EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

By my signature below, I acknowledge that I have received a copy of the School Employee Handbook, on the date indicated below and agree to my at-will employment as described below. I acknowledge that it is my responsibility to read and review the Employee Handbook carefully. I also acknowledge that it is my responsibility to ask for clarification if I do not understand any of the policies included in the Employee Handbook.

I understand that the Employee Handbook contains important information regarding the School's expectations, policies and guidelines and that I am expected to comply with these expectations, policies and guidelines at all times. I understand that the Employee Handbook does not provide a binding contract, but provides guidelines for personnel concerning some of the School's policies.

In particular, I have read and understand the School's **Laptop/Technology Policy**, Anti-Nepotism Policy, Policy Regarding Inconsistent, Incompatible or Conflicting Employment, Activity or Enterprise by School Personnel, Policy Confirming Restrictions on the Provision of Funds or Other Things of Value to Students, Parents or Guardians, and restrictions and procedures to avoid Conflicts of Interest.

Just as I am free to terminate the employment relationship with the School at any time, the School, in its sole discretion, also reserves the right to modify or terminate the employment relationship with me at any time for any or no reason and with or without notice. Further, there is no agreement, express or implied, written or verbal, between the employee and the School for any specific period of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment. No one other than the Executive Director of the School, with the approval of the Board of Directors, has the authority to alter your employment at-will status, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. Further, any such agreement must be in writing and must be signed by the Executive Director. This is the entire agreement between the School and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded. If I have an individually negotiated written employment agreement with the School, then the terms and conditions of that agreement will prevail to the extent it differs from the policies in this Handbook.

The School reserves the right to modify, alter, add to or delete any of the policies, guidelines or benefits contained in this handbook at any time with or without notice. Other than the School Board of Directors, no other entity or person has the authority to modify this employee handbook.

Employee Name (print):

Employee Signature:

Date:

# Coversheet

## Salary Schedule for Part-Time Specialized Teacher

**Section:** II. Operations  
**Item:** B. Salary Schedule for Part-Time Specialized Teacher  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** FR 21-22 G-Part Time Specialized.pdf

**BACKGROUND:**

We have a need for a part-time high school English teacher for our virtual academy. In the past we have hired part time homeschool teachers and have a PT pay chart for that position, but not for virtual teachers. We are proposing the PT pay chart for the virtual teacher position. The hourly pay and work days are the same as HSTs. The weekly hours are based on classes taught, prep work and grading rather than the HST position that is based more on number of students being served.

**RECOMMENDATION:**

recommended for Board approval.



**Feather River Charter School  
Part Time Specialized Certificated Salary Schedule**

Schedule G- 190 Days  
Pre-Approved Hours\*

<b>Hours</b>	<b>Hourly</b>	
<b>per contract</b>	<b>\$35</b>	<b>190 Days</b>

Part Time Specialized Certificated positions follow the HST 190 day Work Calendar
These hours are pre-approved hours based on the number of hours listed in the contract. Any hours that need to be worked above and beyond these hours need to be approved by your direct supervisor. Recommended P/T hours: 25 hours per week
<b>Timecard hours need to be actual hours worked</b>
Hours for required staff meetings and adjunct duties that are in addition to the above hours, should be pre-approved by your supervisor, and should be noted as such on the employee timecard
All unpaid meal periods need to be noted on the employee timecard

# Coversheet

## New Vendor Contract

**Section:** III. Academic Excellence

**Item:** A. New Vendor Contract

**Purpose:** Vote

**Submitted by:**

**Related Material:**

redlined\_DRAFT\_\_21-22\_Vendor\_Agreement\_with\_trackchanges\_from\_legal.docx - Google Docs.  
pdf

**BACKGROUND:**

Proposed revisions to the current Vendor Agreement and addendum for out of state/limited contact/online vendors reviewed by our legal counsel to ensure the contract is AB130 compliant.

Proposed addition to current Vendor Agreement **SECTION 8. BACKGROUND CHECK AND SAFETY REQUIREMENTS** to be included after section f.

The proposed addition condenses the language and requirements of the previously approved **Vendor Agreement Addendum for Outdoor In Person Services** vendors were required to sign last year prior to providing outdoor in-person services to students and now includes it in the vendor agreement to ensure that vendors are aware that all local, state, and federal safety requirements, precautions, and guidelines regarding Covid19 should be followed.

**RECOMMENDATION:**

Recommended for Board approval.

This Vendor Agreement (“Agreement”) is made between [ \_\_\_\_\_ Charter School] (“School”), a California nonprofit public corporation that operates a public charter school and \_\_\_\_\_ (“Vendor”).

### **RECITALS**

WHEREAS, School fosters successful student achievement through a quality, personalized, and standards-based education program featuring unique and hands-on experiential learning experiences;

WHEREAS, Vendor is engaged in the businesses of providing experienced and qualified educational services as set forth in **Exhibit A**; and

WHEREAS, School desires to retain Vendor for the purpose of providing the services described herein for the benefit of the School, families, and students.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and the mutual covenants contained herein, and for other good, valuable and sufficient consideration, the parties agree as follows:

### **SECTION 1. TERM and TERMINATION.**

- a. Term: This Agreement shall be effective as of **[INSERT DATE]**
- b. Termination: Vendor may terminate this Agreement for cause after providing sixty (60) days advance written notice to School. School may terminate this Agreement at any time, with or without cause in its sole discretion with same-day written notice. Upon termination, School shall pay Vendor for all necessary and approved Services rendered pursuant to this Agreement and relevant “Enrichment Certificate(s)” (defined below) up to the effective date of termination. School has no obligation to pay Vendor for any Services provided after the effective date of termination. The termination of this Agreement constitutes a termination of any active invoices and Enrichment Certificates.

### **SECTION 2. SERVICES.**

- a. Scope of Services: Vendor is hereby engaged by School to perform the student enrichment services specified in **Exhibit A**, incorporated herein by reference (“Services”), subject to the terms and conditions contained herein. Vendor assumes full responsibility for the performance of the Services provided under the terms of this Agreement. School does not guarantee any minimum amount of work by this Agreement.
- b. No Authority to Bind School: Vendor understands and agrees that Vendor lacks the authority to bind School contractually, conduct business on School’s behalf, or incur any



obligations on behalf of School. Specifically, Vendor agrees not to represent himself/herself or any Vendor employees, agents, or contractors as an employee of School in any capacity, including, but not limited to, when interacting with School students, parents, vendors, or employees.

- c. Responsibility for Performance: Vendor assumes full responsibility for the performance of Vendor's duties under the terms of this Agreement and warrants that Vendor and its employees, contractors, and other agents are fully qualified in Vendor's specialized skill or expertise to perform such duties. Vendor will not enter into any contract or engagement that conflicts or interferes with Vendor's duties under this Agreement.
- d. Compliance with Charter Petition and Law: Except when otherwise expressly required by applicable law, School shall not be responsible for monitoring Vendor's compliance with the law, charter petition, and Agreement. Vendor acknowledges that School must comply with Education Code § 220's prohibitions against discrimination, obligations to provide a free appropriate education to students with exceptional needs pursuant to the Individuals with Disabilities Education Act ("IDEA") and Section 504 of the Rehabilitation Act, and be non-sectarian in its programs. Vendor must be non-sectarian in any Services provided to School students. Vendor shall ensure its performance of its Services complies with these legal and charter petition requirements. If Vendor performs any Services in a manner that is contrary to law, Vendor shall bear all claims, costs, losses and damages (including, but not limited to, reasonable attorneys' fees and costs) arising therefrom.
- e. Service Limitations: Vendor shall not serve a School student for more than twelve (12) core academic hours including math, language arts, social studies, science and world language during the school week (Monday to Friday from 8:00 am to 2:30 pm) under this Agreement or any other arrangement (e.g., Student participation in a Vendor program outside of School activities); excepting visual and performing arts, CTE pathways, robotics, and physical activities including dance, gymnastics, karate, and other similar activities, as approved by the supervising teacher.
- f. No Private School Affiliation: Vendor certifies that it is not, nor is it affiliated with, a private school that submitted an affidavit to register with the California Department of Education and is listed on the state's Private School Directory ("Private School"). Vendor affirms the Services shall not be provided at a Private School. Vendor affirms that it will not confer any compensation received for performing Services under this Agreement to a Private School.
- g. Prohibited Conflicts: Vendor is prohibited from providing Services under this Agreement to a relative (e.g., child, grandchild, niece/nephew, sibling, etc.) of the Vendor (or its employees). School shall not be responsible for paying Vendor for the prohibited services described herein.

### SECTION 3. PAYMENT.

- a. Enrichment Certificate: School requests Services from Vendor through School's issuance of an Enrichment Certificate. School is not responsible to pay for any costs of Services without issuance of an Enrichment Certificate. The Enrichment Certificate will detail requested Services, dates of Services, fees for Services, and other relevant information. Vendors must first receive an Enrichment Certificate before providing Services to students. School does not pay for Services in advance. If an Enrichment Certificate expires, Vendor must cease providing Services until it receives another Enrichment Certificate.
- b. Vendor Invoice: School shall pay Vendor for Services performed through invoices. Vendor will remit one (1) itemized invoice after completing the Services pursuant to an Enrichment Certificate. Vendors should submit invoices to **[INSERT CONTACT INFORMATION]**. School will endeavor to pay undisputed invoice amounts within thirty (30) days of receipt.
- c. Termination of Enrichment Certificate: School may terminate an Enrichment Certificate at any time, with or without cause in its sole discretion with same-day written notice. School shall pay Vendor the undisputed amounts for Services already performed under the Enrichment Certificate.
- d. Incurred Costs: Any damages or costs incurred by School, including replacement costs, as a result of Vendor's failure to competently perform under this Agreement may be deducted by School from any amounts owed to Vendor.
- e. Use of School's Name: Vendor shall not use the name, insignia, mark, or any facsimile of the School for any purpose, including but not limited to advertising, client lists, or references, without the advance written authorization of the School.

### SECTION 4. GENERAL CONDITIONS FOR VENDOR PERFORMANCE.

- a. Vendor Qualifications: Vendor represents it has the qualifications, skills and, if applicable, the certification and licenses necessary to perform the Services in a competent, and professional manner, without the advice or direction of School. Upon School's request, Vendor shall provide copies of certification or licensure. Subject to the terms of this Agreement, Vendor shall render all Services hereunder in accordance with this Agreement and **Exhibit A**, Vendor's independent and professional judgment and in compliance with all applicable laws and with the generally accepted practices and principles of Vendor's trade. Vendor is customarily engaged in the independently established trade, occupation, or business of the same nature as the Services performed.

- b. Relationship: The School is not an employer of Vendor or its employees, contractors, or agents and shall not supervise individuals as such in carrying out the Services to be performed by Vendor under the terms of this Agreement. It is expressly understood between the parties that Vendor and its employees, contractors, and agents are not employee(s) of School.
- c. Licenses: Vendor warrants that Vendor is engaged in an independent and bona fide business operation, markets him/her/itself as such, is in possession of a valid business license/insurance when required, and is providing or capable of providing similar services as set forth in **Exhibit A** to others.
- d. No Training or Instruction: Although School may at times provide information concerning its business and students to Vendor, School will not provide any training or instruction to Vendor concerning the manner and means of providing the Services that are subject to this Agreement because Vendor warrants that Vendor is highly skilled in its industry.

**SECTION 5. TAXES.** Because Vendor is not an employee of School, all compensation called for under this Agreement shall be paid without deductions or withholdings, and will be accompanied by an IRS Form 1099, as applicable, at year end. Vendor is responsible for the reporting and payment of any state and/or federal income tax or other withholdings on the compensation provided under this Agreement or any related assessments. In addition, Vendor shall fill out and execute a Form W-9. In the event that the Internal Revenue Service or the State of California should determine that Vendor or its employee(s) is/are an employee of School subject to withholding and social security contributions, Vendor acknowledges consistent with this Agreement that all payments due to Vendor under this Agreement are gross payments, and the Vendor is solely responsible for all income taxes, social security payments, or other applicable deductions thereon.

**SECTION 6. BENEFITS.** Vendor and its employees, contractors, and agents are not entitled to the rights or benefits that may be afforded to School employees including, but not limited to, disability, workers' compensation, unemployment benefits, sick leave, vacation leave, medical insurance and retirement benefits. Vendor is solely responsible for providing at Vendor's own expense, disability, unemployment, workers' compensation and other insurance for Vendor and any of its employees, contractors, and agents.

**SECTION 7. MATERIALS.** Vendor will furnish at its own expense all materials, equipment and supplies used to provide the Services.

**SECTION 8. BACKGROUND CHECK AND SAFETY REQUIREMENTS.**

- a. Background Check: Vendor shall ensure its employees, agents, and contractors who interact with students, outside of the immediate supervision and control of the student's parent or guardian or a School employee, ~~working directly with School students~~ complete

a criminal background check through the Department of Justice (“DOJ”) in accordance with Education Code section 45125.1. ~~In the School’s sole discretion, it may require a background check for Vendor employees who do not interact with students, outside of the immediate supervision and control of the student’s parent or guardian or a School employee. Sole proprietor Vendors shall be considered an employee of the School so that the School prepares and submits the fingerprints to the DOJ. Vendor shall immediately provide to the School any subsequent arrest and conviction information it receives. Vender shall certify in writing to the School that neither the employer nor any of its employees who are required to have a background check and who may interact with pupils have been convicted of a felony as defined in Education Code 45122.1. No Vendor employee is permitted to interact with pupils until the background check has been completed. Vendor certifies to School that no one working on behalf of Vendor (e.g., Vendor employees, agents, or contractors) working with School students have been convicted or have pending charges of a violent or serious felony as defined in Penal Code sections 667.5© and 1192.7©.~~ ~~In the School’s sole discretion, it may require a background check for Vendor employees who do not interact with students, outside of the immediate supervision and control of the student’s parent or guardian or a School employee. Sole proprietor Vendors shall be considered an employee of the School so that the School prepares and submits the fingerprints to the DOJ. Vendor shall immediately provide to the School any subsequent arrest and conviction information it receives. Vender shall certify in writing to the School that neither the employer nor any of its employees who are required to have a background check and who may interact with pupils have been convicted of a felony as defined in Education Code 45122.1. No Vendor employee is permitted to interact with pupils until the background check has been completed.~~ ~~The completed,~~ ~~the~~ cost of the background check, ~~whether performed by the Vendor or the School,~~ is the Vendor’s responsibility.

- b. First Aid & CPR Certification: Upon School’s request, Vendor shall ensure its employees, agents, or contractors obtain First-Aid and CPR Certification. Vendors shall implement safety policies and procedures related to emergency response and accident reporting reasonable for the Services.
- c. Supervision: Vendor is responsible for supervising and ensuring students have a safe environment from the time they are dropped off to receive Services and until the responsible party picks them up. Students may not be left unattended during Vendor’s provision of Services. Students shall not interact in one-on-one settings with Vendor (or its employees) without the School’s express written permission. Vendor may not transport students without the School’s express written permission.
- d. Student Discipline: Vendor acknowledges that School is responsible for managing and overseeing the education program, which incorporates the Vendor’s enrichment services. Vendor must immediately notify School when students act inappropriately and may require discipline. School is responsible for issuing discipline to students. If Vendor



wishes to remove a participant from their Services, the Vendor shall notify School and the parties will discuss appropriate measures.

- e. Reporting Bullying and Harassment Incidents to School: To the fullest extent allowed by law, Vendor shall immediately notify School if it becomes aware of any incident of bullying, discrimination, harassment, or sexual harassment at Vendor's place of business, during Vendor's provision of Services, or otherwise involving School students, Vendor, or Vendor's employees, contractors, or agents in any way. If Vendor learns a student may pose a health or safety threat to himself/herself or to other individuals, Vendor must immediately notify the School.
- f. Training: Vendor shall ensure its employees, contractors, or agents who interact with School students participate in sexual harassment prevention training before providing Services under this Agreement. Upon School's request, Vendor shall provide proof of compliance with this training requirement.
- g. COVID-19: Vendor shall acknowledge and certify they will abide by all local, state, and federal safety protocols and guidelines concerning COVID-19 and its prevention. Additionally, Vendor shall implement and visibly post the **5 Strategies That Reduce The Spread of COVID - 19** at the facility or location where services will be provided. Vendor will ensure that employees practice good hygiene and respiratory etiquette and will provide adequate supplies (includes soap, water, hand sanitizer, paper towels, disinfectant wipes and sprays and masks, etc.) when possible.

## SECTION 9. INDEMNIFICATION AND INSURANCE.

- a. Indemnification: To the maximum extent allowable by law, Vendor will indemnify, defend, and hold harmless School, its officers, directors, employees, agents and volunteers from and against all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs that such entities or persons may incur that arise out of or relate to this Agreement or the alleged negligence, recklessness or willful misconduct of Vendor, including of Vendor's officers, directors, employees, subcontractors, agents, representatives, volunteers, successors, assigns or anyone for whom Vendor is legally responsible. Vendor's indemnity, defense and hold harmless obligations shall survive the termination of this Agreement. To the maximum extent allowable by law, Vendor also agrees to hold harmless, indemnify, and defend School from any and all liability, damages, or losses (including reasonable attorneys' fees, costs, penalties, and fines) School suffers as a result of (a) Vendor's failure to meet its obligations under Sections 4-6, or (b) a third party's designation of Vendor or Vendor's employees, agents, or contractors as an employee of School regardless of any actual or alleged negligence by School.

- b. General Liability Insurance Limits: Vendor agrees to maintain general liability insurance coverage, including both bodily injury and property damage, with at least the following coverage limits:
  - i. \$1,000,000 per occurrence
  - ii. \$2,000,000 general aggregate
  - iii. \$500,000 personal & advertising injury
  
- c. Additional Insurance Requirements: Vendor's insurance shall constitute primary coverage for any loss or liability arising from or relating to this Agreement and any insurance held by School shall constitute secondary, excess coverage. School may require additional insurance coverage depending on the Services and shall communicate these insurance requirements to the Vendor in conjunction with the provision of an Enrichment Certificate. Vendor's insurance policies required under this Agreement shall name School as additionally insured.

#### **SECTION 10. CONFIDENTIALITY.**

- a. Confidential Information: Vendor acknowledges that during the course of performing Services, Vendor may become privy to confidential, privileged and/or proprietary information important to the School. Vendor further acknowledges its obligations under the Family Educational Rights and Privacy Act ("FERPA") and California Uniform Trade Secrets Act. Vendor shall ensure that all of its employees, agents and contractors agree to the requirements of this section prior to receiving any Confidential Information (defined below). Vendor shall not use or disclose during or after the term of this Agreement, without the prior written consent of School, any information relating to School's employees, directors, agents, students or families, or any information regarding the affairs or operations of School, including School's confidential/proprietary information and trade secrets ("Confidential Information"). Confidential Information, whether prepared by or for the School, includes, without limitation, all of the following: education records, student rosters, medical records, personnel records, information technology systems, financial and accounting information, business or marketing plans or strategies, methods of doing business, curriculum, lists, email addresses and other information concerning actual and potential students or vendors and/or any other information Vendor reasonably should know is treated as confidential by the School. The only allowed disclosures of Confidential Information are (i) with prior written consent of School; (ii) after the information is generally available to the public other than by reason of a breach by Vendor of this agreement to maintain confidentiality; (iii) after the information has been acquired by Vendor through independent means and without a breach of Vendor's duties to School under this Agreement or otherwise; or (iv) pursuant to the order of a court or other tribunal with jurisdiction if Vendor has given School adequate notice so that School may contest any such process. Personally identifiable student information may only be used as necessary to meet Vendor's obligations under

this Agreement. Vendor shall not use any Confidential Information (e.g., student or parent contact information) to market any products or services to School parents or students without School's express written permission. Vendor must take all necessary and appropriate steps to protect and safeguard all of School's Confidential Information and proprietary information from unauthorized disclosure.

- b. Disclosure of Records: School will provide Vendor with those records requested by Vendor that are reasonably necessary to allow Vendor to perform the Services. Vendor shall use any such records only for the purpose provided and not for the benefit of any other person or entity. Upon termination of this Agreement or School's request, Vendor will immediately surrender to School or destroy all Confidential Information and other materials provided to Vendor by School, including all physical copies, drafts, digital or computer versions.

**SECTION 11. ENTIRE AGREEMENT.** This Agreement and its incorporated exhibits constitute the entire agreement between the parties with respect to the subject matter contained herein and supersede all agreements, representations and understandings of the parties with respect to such subject matter made or entered into prior to the date of this Agreement.

#### **SECTION 12. DISPUTE RESOLUTION.**

- a. Informal Dispute Resolution: If there is any dispute or controversy between the parties arising out of or relating to this Agreement, the parties shall first meet and confer informally in an attempt to resolve the issue.
- b. Mediation: If reasonable efforts at informal resolution are unsuccessful, the parties shall participate in a mediation with a mutually-agreed upon mediator. Any costs and fees, other than attorneys' fees, associated the mediation shall be shared equally by the parties.
- c. Arbitration: If School has paid more than \$25,000 to Vendor for Services since the start of the previous fiscal year, and efforts to resolve the dispute at mediation are unsuccessful, the parties agree that such dispute will be submitted to private and confidential arbitration by a single neutral arbitrator through Judicial Arbitration and Mediation Services, Inc. ("JAMS") at the nearest JAMS location, or other service agreed upon by both parties, and that such arbitration will be the exclusive final dispute resolution method under this Agreement. The JAMS Streamlined Arbitration Rules & Procedures in effect at the time the claim or dispute is arbitrated will govern the procedure for the arbitration proceedings between the parties. The arbitrator shall not have the power to modify any of the provisions of this Agreement. The decision of the arbitrator shall be final, conclusive and binding upon the parties hereto, and shall be enforceable in any court of competent jurisdiction. The party initiating the arbitration shall advance the arbitrator's initial fee. Otherwise and thereafter, each party shall bear their own costs of

the arbitration proceeding or litigation to enforce this Agreement, including attorneys' fees and costs. Except where clearly prevented by the area in dispute, both parties agree to continue performing their respective obligations under this Agreement until the dispute is resolved, subject to the right to terminate this Agreement. Nothing in this Agreement is intended to prevent either party from obtaining injunctive or equitable relief in court to prevent irreparable harm pending the conclusion of any such arbitration.

**SECTION 13. MODIFYING THE AGREEMENT.** No supplement, modification, or amendment of this Agreement shall be binding unless in writing and executed by both parties.

**SECTION 14. NO WAIVER.** No waiver of any provision of this Agreement shall constitute, or be deemed to constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

**SECTION 15. NO ASSIGNMENT.** No party shall assign this Agreement, any interest in this Agreement, or its rights or obligations under this Agreement without the express prior written consent of the other party. This Agreement shall be binding on, and shall inure to the benefit of, the parties and their respective permitted successors and assigns.

**SECTION 16. SEVERABILITY.** If any provision of this Agreement is invalid or contravenes applicable law, such provision shall be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of its remaining provisions, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

**SECTION 17. GOVERNING LAW.** This Agreement shall be governed by and interpreted under the laws of the State of California.

**SECTION 18. AUTHORITY TO CONTRACT.** Each party warrants to the other that it has the authority to enter into this Agreement, that it is a binding and enforceable obligation of said party, and that the undersigned has been duly authorized to execute this Agreement.

**SECTION 19. NOTICES.** All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

(a) When delivered personally to the recipient's address as stated on this Agreement;<sup>(L)</sup><sub>(SEP)</sub> (b) three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement;<sup>(L)</sup><sub>(SEP)</sub> © via email address as stated on this Agreement.

Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.



**If to Vendor:**

**If to School:**

*(Please fill in with your information)*

Business: \_\_\_\_\_

[INSERT CONTACT]

Name: \_\_\_\_\_

Vendor Administrator

Title: \_\_\_\_\_

[INSERT ADDRESS]

Address: \_\_\_\_\_

\_\_\_\_\_

[INSERT EMAIL ADDRESS]

Email: \_\_\_\_\_

[INSERT PHONE NUMBER]

Phone: \_\_\_\_\_

**SECTION 20. COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed or emailed .pdf or other electronic copy of the fully executed original version of this Agreement shall have the same legal effect as an executed original for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date above.

[ \_\_\_\_\_ Charter School]

**VENDOR**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

**EXHIBIT A  
Detailed List of Vendor Services and Prices**

\*Anything not listed will not be approved

**Services Offered:**

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TK - K	
Grade 1-5	
Grade 6-8	
Grade 9-12	

\$ \_\_\_\_\_ Per \_\_\_\_\_

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TK - K	
Grade 1-5	
Grade 6-8	
Grade 9-12	

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\$ \_\_\_\_\_ Per \_\_\_\_\_

TK - K	
Grade 1-5	
Grade 6-8	
Grade 9-12	

**Grade Level and Price:**

\$ \_\_\_\_\_ Per \_\_\_\_\_

**Cancellation & Refund Policy**

**Services that are not rendered are subject to a full refund. Refunds must be credited back to the school.**

**Name of Owner/Director:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Vendor Agreement Addendum For Limited Contact Online/Online Out of State Vendors**

This Vendor Agreement Addendum For Limited Contact/Online/Out of State Vendors (“Agreement”) is made between [ **\_\_\_\_\_ Charter School** ] (“School”), a California nonprofit public corporation that operates a public charter school and \_\_\_\_\_ (“Vendor”).

**SECTION 1. BACKGROUND CHECK**

- a. Background Check: Vendor shall ensure its employees, agents, and contractors ~~working directly and with more than limited contact with School students, who interact with students, outside the immediate supervision and control of the student’s parent or guardian or a School employee~~ as determined by the school, complete a criminal background check through the Department of Justice (“DOJ”) in accordance with Education Code section 45125.1. ~~In the School’s sole discretion, it may require a background check for Vendor employees who do not interact with students, outside of the immediate supervision and control of the student’s parent or guardian or School employee. Sole proprietor Vendors shall be considered an employee of the school so that the School prepares and submits the fingerprints to the DOJ. Vendor shall immediately provide to the School any subsequent arrest and conviction information it receives. Vendor shall certify in writing to the School that neither the employer nor any of its employees who are required to have a background check and who may interact with pupils have been convicted of a felony as defined in Education Code section 45122.1. No Vendor employee is permitted to interact with pupils until the background check has been completed.~~ If Vendor does not ~~have more than limited contact with School students,~~ as determined by the School in its sole discretion, School may accept an equivalent background check for the jurisdiction where the Vendor is located if the Vendor is located outside of the State of California, in accordance with Education Code section 45125.1. Vendor asserts it does not provide any of the enumerated services described in California Education Code section 45125.1(a), nor any “school site services” as discussed in California Education Code section 45125.1 requirements. Thus, Vendors criminal

background checks will consist of identity verification combined with comprehensive background checks based on national id number. Further, Vendor’s background checks contain records that can be lawfully reported under FCRA and state and local laws. The cost of the background check, **whether performed by the Vendor or the school**, will be the Vendor’s responsibility.

~~Vendor certifies to School that no one working on behalf of Vendor (e.g., Vendor employees, agents, or contractors) working with School students have been convicted or have pending charges of a violent or serious felony as defined in Penal Code sections 667.5© and 1192.7©. The cost of the background check, the Vendor’s responsibility.~~

**SECTION 2. ENTIRE AGREEMENT** This Agreement and its incorporated exhibits constitute the entire agreement between the parties with respect to the subject matter contained herein and supersede all agreements, representations and understandings of the parties with respect to such subject matter made or entered into prior to the date of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date above.

[ \_\_\_\_\_ Charter School]

**VENDOR**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:



[AB130](#)

Specifically: (24) Existing law requires an employee of an entity that has a contract with a school district, county office of education, or charter school to provide specified services for the school, if that employee may have contact with pupils, to submit or have submitted their fingerprints to the Department of Justice to ascertain if that individual has been arrested or convicted of a crime and to notify the employer designated by the individual of that fact. Under existing law, these requirements do not apply to an entity providing those services to a local educational agency in an emergency or exceptional situation, or when the local educational agency determines that the employees of the entity will have limited contact with pupils. Existing law authorizes a local educational agency, on a case-by-case basis, as specified, to require an entity providing other schoolsite services to submit or have submitted its employee's fingerprints. Existing law authorizes the Department of Justice to forward a copy of the fingerprints to the Federal Bureau of Investigation to verify the record of previous arrests or convictions of the applicant. The Department of Justice is required to review the criminal record summary it obtains from the Federal Bureau of Investigation and notify the employer only as to whether or not an applicant has any convictions or arrests pending adjudication for offenses which, if committed in California, would have been punishable as a violent or serious felony and is required to provide written notification to the contract employer only concerning whether an applicant for employment has any conviction or arrest pending final adjudication for any of those crimes.

Commencing January 1, 2022, this bill instead would require any entity that has a contract with a school district, county office of education, or charter school to ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a certain valid criminal records summary. When the contracting entity performs the criminal background check, the bill would require it to immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service. The bill instead would authorize a local educational agency, on a case-by-case basis, to require an entity with whom it has a contract to comply with the requirements of these provisions for employees in addition to those described above. The bill instead would require the Department of Justice to forward a copy of the fingerprints to the Federal Bureau of Investigation to verify the record of previous arrests or convictions of the applicant. To the extent these provisions impose additional duties on local educational agencies, the bill would impose a state-mandated local program.



# Coversheet

## Parent Student Handbook

**Section:** III. Academic Excellence  
**Item:** B. Parent Student Handbook  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** DRAFT\_\_Parent\_Student\_Handbook\_21-22\_Feather\_River.docx.pdf

### BACKGROUND:

Parent Student Handbook 2021-2022 highlights:

- A New Beginning: Sequoia Grove Charter Alliance (SGCA)
- Updated all emails addresses and links to SGCA addresses
- Dual Enrollment with Yuba College
- New Career Technical Education (CTE) offerings
- Commonly used acronyms

### RECOMMENDATION:

Recommended for Board approval.



# Parent & Student Handbook

## 2021-2022





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## School Mission and Vision Statement

### Mission Statement

Feather River Charter School is a tuition-free, public charter school serving Transitional Kindergarten through 12th grade students in Sutter, Butte, Colusa, Yolo, Sacramento, Placer, Yuba Counties. We take great pride in being able to offer our students flexible personalized learning experiences through our many unique and dynamic programs.

### Vision Statement

Feather River Charter School develops the individual gifts of students to become critical thinkers, responsible citizens, and innovative leaders prepared for academic and real-life success in the 21st century.

### Description of the Program

FRCS remains a model program that places a large emphasis on family and community engagement, meaningful relationships, and social emotional literacy as a basis for academic growth and life-long learning.

Our collective beliefs as listed below drive every decision and action we take for our students and our school:

- It takes a village - students, parents, staff, and the wider community - to educate a child. We work together with respect, love and compassion.
- Children need to be inspired to express, explore, and create in order to become lifelong learners, critical thinkers, and productive citizens in the global society.
- We recognize and value diversity in order to prepare our students to collaborate and solve real-world problems that create a sustainable environment.
- We do whatever it takes to assure success for all students.
- We believe that everyone - students and adults - can learn at high levels and we therefore hold high expectations for ourselves and the students we serve.

We believe that all students are capable of learning and should be respectful of others in the learning process. In addition, FRCS accepts that every person has something to contribute to society as a whole. Therefore, respect and collaboration are at the center of our educational philosophy. All students are expected to do their best to learn all they can to improve themselves while also supporting and adding value to others by working collaboratively and with mutual respect.

### Our Core strategies include:

- High Quality, Standards-Based Instruction: We will ensure the highest level of academic achievement for all students through the use of a guaranteed, viable curriculum and

instructional strategies.

- Build a Culture of Trust, Collaboration, and Success: We will create a safe learning environment for all stakeholders-students, parents, staff, Board, and surrounding community.
- Expand Student Learning Opportunities: We will maximize resources, understand our diversity, accelerate and enrich student learning.
- Fiscal Development and Sustainability: We will increase community involvement in effectively and efficiently utilizing all funding to fulfill our mission.

### Schoolwide Learner Outcomes (SLOs)

Schoolwide Learner Outcomes, represent what students engage in and strive to achieve when they work through our program. The SLOs are an ingrained part of our school culture, and reflect our school vision. We believe that educating the whole child is most important and we value our homeschool community. Teachers, students, and parents partner together throughout the year to review and reflect on student progress of the SLOs. SLOs are also an essential part of the WASC process as it demonstrates our school's commitment to support student learning.

## Schoolwide Learner Outcomes



**Feather River students are...**

	<p><i>Navigators of the Digital World</i> Proficient in the use of technology, media, and online resources</p>
	<p><i>Self-Directed and Motivated</i> Able to set attainable goals to achieve academic success</p>
	<p><i>Personalized Learners</i> Thriving in the education style that best fits their individual needs</p>
	<p><i>Independent Critical-Thinkers</i> Able to problem-solve, take ownership, and apply their knowledge</p>
	<p><i>Responsible Citizens</i> Actively seeking knowledge of local and global issues</p>
	<p><i>Effective Communicators</i> Articulating their thinking with confidence</p>



## A New Beginning: Sequoia Grove Charter Alliance (SGCA)

You are coming in at an exciting time in the history of our schools. In the past, we've contracted with an outside charter management organization for many of the operational aspects of our schools. However, with the creation of our own Charter Services Organization (CSO), Sequoia Grove Charter Alliance, we are now fully in control of the programs and services we provide our students. And since the governing board of Sequoia Grove is composed of members that are appointed by our network of schools, we can know confidently that our students' interests will be front and center.

### Admissions, Registration, & Intake

Required registration documentation includes: proof of age, immunization record or waiver, and proof of residence. The student must reside within Butte, Colusa, Placer, Sacramento, Sutter, Yolo, or Yuba county. Proof of residency documentation and verification must occur prior to registration and annually every August.

If, while attending our school, a family moves they must submit a new proof of residence annually and within **ten days (10)** of a mid-year change in residence to [por@sequoiagrove.org](mailto:por@sequoiagrove.org)

If a family moves **outside of the authorizing or adjacent authorizing county** for the school, the student will need to dis-enroll. There are accommodations for Homeless/Foster Youth and students of active military families.

### Proof of Residency (POR):

**All students** must provide Proof of Residency at the beginning of the school year that is dated ON or AFTER July 1, 2021 (**bill DATE when service rendered, NOT due date**).

**Service address:** If providing a utility bill, please make sure that your document has the "Service Address" specifically listed in addition to your name, the date, and the utility name. Just having the document addressed to you will not be enough, it must include the "Service Address" on the utility bill. You can also use your most current property tax bill, vote-by-mail ballot, mortgage statement, or lease agreement. Please make sure that the name, date and address are visible on the document you provide. This document will have to be updated and resubmitted to the school annually every August.

- Document type: The document submitted **MUST** be a **FULL** copy of one of the following.
  - Utility bill (e.g. Gas, Electric, Home Phone or Cable)
  - Property tax receipt from the current year
  - Current mortgage/rental agreement (*Agreements must have the signature page.*)
  - Current home or rental insurance agreement dated after July 1. Contracts must have the signature page. Contracts older than 90 days, must be accompanied by the landlord stating the agreement is still in effect. If there are any challenges with the landlord, please contact Darcy Belleza [darcy.belleza@sequoiagrove.org](mailto:darcy.belleza@sequoiagrove.org)

- Correspondence from a government agency ie: CalWORKS, Social Security, Medi-Cal
- Pay stub

Note: If your residency situation does not allow you to produce one of the POR documents listed above, (e.g., living with a friend/relative or in transition) you may complete our Affidavit to Verify Residency Form to fulfill the POR requirement.

[Affidavit to Verify Residency Form - Sequoia Grove Schools.pdf](#)

**Additional High School Registration Requirements:** High school transcripts are necessary for determining proper class placement and for creating Individualized Graduation Plans (IGP). Transcripts should be submitted during the registration process and can be submitted by hand, faxed, or emailed to our enrollment or records team.

All information on the application must be true and correct. If misrepresentations are made or incorrect information is provided, the application may be considered as not meeting the requirements of the school and may result in the revocation or halting of registration until accurate information is provided.

Enrollment in our school is contingent upon the student, parent, and teacher signing an Independent Study Master Agreement Form (Master Agreement) prior to the commencement of instruction and services. Parents and students will not have access to curriculum or Instructional Amounts until the Master Agreement is signed and returned.

All students will be placed in their age-appropriate grade level, unless a previous school has officially approved a retention or promotion.

Our school is a full-time, general education, non-classroom based/independent study program; not a supplemental program or a part-time program. A student may not be dual enrolled in any other private or public school.

### Kindergarten and Transitional Kindergarten Policy Enrollment in Kindergarten:

- A child is eligible for kindergarten if the child will have their fifth birthday by September 1.

### Enrollment in Kindergarten for Transitional Kindergarten Eligible Students:

- A child having attained the age of five years at any time during the school year with the approval of the parent or guardian, may be admitted to kindergarten subject to the following conditions:
  - The governing board determines that the admittance is in the best interests of the child. Determination will be based on standard criteria set by school administration and is based on standardized guidelines for academic and

developmental readiness for kindergarten. Staff determination of grade level placement will be made based on multiple measures including grade level appropriate formal assessments and student observations.

- The parent or guardian is given information regarding the advantages and disadvantages and any other explanatory information about the effect of this early admittance.

### Enrollment in Transitional Kindergarten:

- Transitional Kindergarten is the first year of a two-year kindergarten program that uses a modified kindergarten curriculum that is age and developmentally appropriate. Students must be five years old between September 2nd and December 2nd to qualify for transitional kindergarten

### The Parent/Guardian's Role

As the learning coach you are the primary educator for your student(s). This is a crucial role you fulfill within our non-classroom based/independent study environment. As a Parent Educator you have agreed to provide regular academic instruction for your student. This can include instructional and enrichment classes through approved vendors, however you are responsible for providing regular and consistent access to education. Below are some of the expectations that will ensure success for you and your student.

- Regularly support your student in daily learning during the school day, following the educational plan you and your Homeschool Teacher agree to.
- Treat all Homeschool Teachers and school staff with respect and professionalism.
- Work in collaboration with your Homeschool Teacher, ensuring your student actively participates fully in their homeschool learning journey.
- Ensure your student participates in online or other recommended intervention support if needed and assigned by your Homeschool Teacher.
- Complete and submit the monthly Student Learning Log (attendance log).
- Complete the STAR 360 online assessments and internal benchmarks when requested by Homeschool Teacher 3 times per school year.
- Support student(s) with state-mandated testing (SBAC, CAST, ELPAC (if needed) and Physical Fitness Test).
- Practice consistent communication to enhance collaboration by reading and responding to emails and phone calls daily
- Attend regularly scheduled Learning Period meetings, as well as any other necessary meetings (on the phone, via web conference, or in-person), with school staff and student(s).

### Attendance

Parents are responsible for ensuring that their child is actively engaged in learning each school day. At the end of each learning period (LP) parents will log into the parent portal to sign and submit attendance for each student in their household. Please note that attendance requirements

are subject to change and are dependent upon the requirements put in place by the state legislature.

What can parents do in their Parent Portal?
<ul style="list-style-type: none"> <li>● Log and Submit Attendance</li> <li>● View Report Cards</li> <li>● View State Test Results</li> <li>● View their child's Class Schedule</li> <li>● View the Parent/Student Handbook</li> <li>● View the I Can Statements</li> <li>● Request a Work Permit</li> <li>● Submit their Household Data Collection Form</li> <li>● Complete ELD log</li> </ul>

### Learning Record Meetings

HSTs are required to meet with their students once every 20 school days. These meetings are a time for students to share the work and progress they've made during the last learning period (LP). During this time, parents and teachers work together to develop a monthly learning plan to help students work towards their academic and enrichment goals.

### TK-8th Grade Work Samples

While we still review a body of work each learning period (LP), we only collect one sample per LP. We have eight LPs a year, so by the end of the school year, we will have collected two samples from each of the four main subject areas: one for each subject each semester.

### High School Work Samples

High school students must provide a packet of work each LP that includes a sample from each class they are enrolled in on the Master Agreement.

### Student Behavioral Expectations

Learning takes place in a variety of settings. These may include, but are not limited to:

- Online classroom and virtual class sessions
- Public libraries, coffee shops, parks, community locations
- School-sponsored field trips, workshops, and community events

At our school, the primary focus is on student learning. Any behaviors that prevent all students from this focus will be reviewed and discussed with all parties involved. As a diverse community of learners, students must strive to work together in a setting of civility, tolerance, and respect for each other in an environment that does not distract from the mutual commitment to academic



inquiry and reflection. To that end, the following student behavioral expectations have been established.

1. When participating in group dialogue, no one monopolizes discussions to the exclusion of others, either in terms of time or opinions expressed.
2. Conflicting opinions among members of a group are respected and responded to in a polite and respectful manner.
3. No side conversations or other distracting behaviors are engaged in during group discussions or presentations.
4. No offensive comments, language, or gestures are part of the learning environment.
5. Impersonating another person on an online platform is prohibited.
6. Use only your own username and password for online platforms and do not share these with others.
7. Do not post personal information in online environments (Phone number, social media usernames, physical address, email address, passwords, etc.)

Infraction of these expectations that is deemed to be disruptive of the learning environment, is cause for removal of a student from an activity and may result in disciplinary action.

### Consequences

Staff shall enforce disciplinary rules and procedures fairly and consistently. Discipline includes, but is not limited to, advising and counseling students, conferring with parents/guardians, and the use of behavior plans, alternative educational environments, suspension, and expulsion. Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion. Please see the Board approved policy for more detailed information.

### Curriculum Choices & Learning Paths

Our academic program is designed to be flexible and customizable. Working together, credentialed teachers and parents design a learning plan that can incorporate:

A variety of curriculum options and platforms

- Academic support including interventions
- A child's optimal learning modalities
- A wide variety of enrichment resources, materials, and experiences
- School-sponsored learning, enrichment, field trips, and student activities
- A blend of virtual and in-person support

If you are looking for an engaging and easy-to-follow learning platform, explore the school adopted options with your Homeschool Teacher. Other curriculum options such as Timberdoodle, Bookshark, Moving Beyond the Page, BYU Independent Study, UC Scout, and many more can be ordered through our Online Purchasing System (OPS).

Our school curricula include learning paths and platforms designed to address the needs of all

students including:

- Active Military
- English Language Learners
- Gifted & Talented
- Homeless/Foster Youth
- Socioeconomically Disadvantaged Youth
- Students in Special Education
- Students with 504 Plans

### Objectionable Materials

If your family finds certain lessons or materials in a particular unit of study to be objectionable for various personal reasons, please contact your Homeschool Teacher they will work with you to identify alternative lessons to meet the lesson objectives.

### Curriculum: Transitional Kindergarten - 8<sup>th</sup> Grade

Transitional Kindergarten through 8th grade students have many options including various online curriculum with built-in pacing, bundled textbook programs or choose from one of our 150 plus curriculum vendors of homeschool curriculum for a personalized learning path. A discussion with your credentialed Homeschool Teacher will help pinpoint how to select, order and gain the most from your curriculum. Please refer to our school website for curriculum options as offerings may change due to availability.

- Junior High Virtual Academy - Synchronous two day a week courses taught by our teachers!

### Curriculum: High School

Our school offers an Individualized Graduation Plan (IGP) for all high school students. Upon enrollment, students will discuss and create an IGP with their Homeschool Teacher or a High School Counselor, based on the student's short and long-term academic goals. We provide high school students with various homeschool curricula and vendor options, including college prep, "a-g," and AP courses. Please check with your HST as offerings may change due to availability. Students have the freedom to choose courses in:

#### 9th-12th Grade:

- [High School Virtual Academy](#)- HSVA offers four unique pathways:
  1. **HSVA Live!** Synchronous, classes two days each week
  2. **Edgenuity** - Guided by one of our skilled virtual teachers, who assign and assess work on a regular basis
  3. **Edmentum Hybrid** - An synchronous online course with the added benefit of one day each week of specialized tutoring and support by our teachers.
  4. **Textbook** - A traditional textbook course with a pre-set syllabus. Work is turned in to our teachers for assessment, and the teacher is available to support students along the way. Our HSVA program is offering electives this year including military science, floral design, student leadership and many more.

- Other Curriculum - Can be ordered through the Online Purchasing System. Any curriculum can be adapted to A-G standards using the course outline and guidance from the Homeschool Teacher.

AP courses are also offered through BYU, K12, UC Scout, APEX, and other curricula options that offer College Board adoptable AP courses with an AP instructor attached. Please refer to your school’s website for ordering information.

### Graduation Requirements

High School graduation requirements and college entrance requirements are not the same. Course selection should be based on academic, career, and personal interest. Student interests and goals should guide the path through high school.

College admission requirements will vary from school to school, it is recommended that students check admission requirements before applying to their college of choice. Students can always reach out to their high school counselor if they have questions about graduation requirements or the college admission process.

Subject Area	Graduation Requirements	Total Credits
Social Studies	6 semester courses <i>(Must include 1 year of US History, 1 year World History, 1 semester of Government, and 1 semester of Economics)</i>	30
English	6 semester courses	30
Math	4 semester courses <i>(Algebra 1 must be completed)</i>	20
Science	4 semester courses <i>(Must include 1 year of Physical Science and 1 year of Biological Science)</i>	20
Visual & Performing Arts	2 semester courses	10
World Language		

Electives	18 semester courses	90
<b>Total =</b>		<b>200 Credits</b>

\* Please note that once a subject area graduation requirement has been fulfilled, all excess credits will be rolled over to the Electives category.

Suggested Course Sequence			
9 <sup>th</sup> Grade	10 <sup>th</sup> Grade	11 <sup>th</sup> Grade	12 <sup>th</sup> Grade
<ul style="list-style-type: none"> <li>• English 9</li> <li>• Pre-Algebra or other math</li> <li>• Physical Science <i>or</i> Earth Science</li> <li>• Elective/ Elective</li> <li>• Elective/ Elective</li> </ul>	<ul style="list-style-type: none"> <li>• English 10</li> <li>• World History</li> <li>• Algebra</li> <li>• Biology</li> <li>• Elective/ Elective</li> <li>• Elective/ Elective</li> </ul>	<ul style="list-style-type: none"> <li>• US History</li> <li>• English 11</li> <li>• World Language <i>or</i> Visual &amp; Performing Arts</li> <li>• Elective/ Elective</li> <li>• Elective/ Elective</li> </ul>	<ul style="list-style-type: none"> <li>• Economics <i>and</i> Government</li> <li>• Elective/ Elective</li> <li>• Elective/ Elective</li> <li>• Elective/ Elective</li> <li>• Elective/ Elective</li> </ul>

#### 4-Year College Entrance Requirements

Students who plan to apply to a 4-year college right after high school graduation should plan to meet “a-g” requirements. These requirements are mandatory for students who apply to the CSU or UC systems, and recommended for students who plan to apply to private and out-of-state colleges and universities. Students who plan to attend a community college would also be better prepared for college rigor with an “a-g” foundation. The “a-g” requirements are summarized below:

A-G	Subject Area	Subject Requirement
a	History   Social Science	2 years <i>(1 year of World History and 1 year of US History or ½ year of US History and ½ year of Government)</i>
b	English	4 years
c	Mathematics	3 years <i>(Algebra or higher)</i>

d	Laboratory Science	2 years <i>(At least 2 of the 3 disciplines of Biology, Chemistry, and Physics)</i>
e	Language Other Than English	2 years <i>(Must be 2 years of the same language)</i>
f	Visual & Performing Arts	1 year
g	College-Preparatory Elective	1 year

Students who plan to apply to the UC or CSU systems will need to take courses that are “a-g” approved. All “a-g” courses must be completed with a grade of C or better. There are alternative ways to meet “a-g” requirements through testing and community college courses. Students can check the progress of their “a-g” requirements by consulting with their high school counselor and using the [californiacolleges.org](http://californiacolleges.org) planning tool.

Subject requirements will vary for private and out-of-state colleges and universities. However, most students who are eligible for UC admission and fulfill the “a-g” requirements will also likely meet the admission requirements for most of the private and out-of-state colleges and universities.

Students should also plan to take the SAT or ACT. SAT Subject Tests are usually optional; however, students who are applying to specific departments or highly selective schools will want to check with the admissions office of the college or university of interest to verify requirements.

A-G Suggested Course Sequence			
9 <sup>th</sup> Grade	10 <sup>th</sup> Grade	11 <sup>th</sup> Grade	12 <sup>th</sup> Grade
<ul style="list-style-type: none"> <li>English 9</li> <li>Algebra 1</li> <li>Physical Science <i>or</i> Earth Science</li> <li>Visual &amp; Performing Arts</li> <li>Elective/ Elective</li> </ul>	<ul style="list-style-type: none"> <li>English 10</li> <li>World History</li> <li>Geometry</li> <li>Lab Biology</li> <li>World Language I</li> <li>Elective/ Elective</li> </ul>	<ul style="list-style-type: none"> <li>US History</li> <li>English 11</li> <li>World Language II</li> <li>Algebra II</li> <li>Lab Chemistry</li> </ul>	<ul style="list-style-type: none"> <li>Economics <i>and</i> Government</li> <li>English 12</li> <li>World Language III</li> <li>Lab Physics</li> <li>AG Elective</li> <li>Elective/ Elective</li> </ul>

For more information, please visit the sites below:

- [“A-G” Requirements](#)



- [Feather River's "a-g" Course List](#)
- [SAT Information](#)
- [ACT Information](#)

### WASC Accreditation

The WASC process is designed to allow us to go through an in-depth self-study of our school, focusing specifically on organization, curriculum, instruction, assessment, and school culture. We take a close look specifically at our high school students and their success. In addition, we identify and reflect on our progress towards our school-wide learning outcomes (SLOs). The WASC cycle includes targeting our areas of strength and areas of growth and the creation of an action plan to address those areas to increase student achievement.

When a school becomes accredited, it:

Certifies to the public that the school is a trustworthy institution of learning.

- Validates the integrity of a school's program and student transcripts.
- Fosters improvement of the school's program and operations to support student learning.
- Assures the school community that the school's short and long term goals are appropriate and being accomplished through a viable educational program.
- WASC accreditation is important because many school districts and universities will only accept credits from WASC accredited schools.
- The military often requires applicants to be from accredited schools
- Allows high school students' courses, grades, and units to be accepted at more colleges and universities after graduation.

### CCGI - College and Career Guidance Initiative ([CaliforniaColleges.edu](http://CaliforniaColleges.edu))

Students have the opportunity to explore plans for their future using this helpful website. CCGI offers several quizzes/aptitude tests to help discover a great career fit. They also have a research database to help you find the training you'll need to get there-- whether that means college or vocational training. CCGI helps you track the high school courses you're taking, volunteer service you've performed and resumes you've developed and will transfer all of this information, making college applications and financial aid a breeze. Our counselors will be offering courses that will assist you in using this valuable tool.

### Concurrent Enrollment & Dual Enrollment with YubaCollege

Community College courses are a great way for college-bound students to start accruing units, and for career-minded students to get practical job training. As a homeschooler, you could earn an AA degree while still in high school and enter a four year institution as a transfer. You are also able to open doors to direct career training that does not require a college degree. From automotive repair, EMT training, construction skills, law enforcement and cosmetology to business, child development and culinary, your local community college is one of the best places to gain skills.

As usual, your students are able to take concurrent enrollment courses at any community college. They would apply at the school and get the concurrent enrollment form signed by their counselor before registering for courses. Our students have a wide variety of courses and settings to choose from and are enrolled in courses alongside college students.

**NEW!!!** This year, we're offering a handful of DualEnrollment courses through Yuba College. These are virtual courses that are only open to our homeschooling high school students, so the class will be filled with students from our family of schools only. Yuba College professors sensitive to the needs of high schoolers will teach these courses with college-level curriculum, and they will be recorded on both the high school and college transcripts.

### Career Technical Education: CTE

We have great NEW offerings for CTE! CTE is a vital component to prepare our students to be college and career ready. Today's Career Tech Education (CTE) is a program of study integrating core academic knowledge with technical and occupational knowledge. Upon completion of a CTE pathway, students could have the knowledge base required to sit for and pass the exam leading to industry certification, if required, giving them the opportunity to apply for a career-ready job. While CTE is career-focused education preparing students for the world of work, completion of a pathway prepares students for college as well and is a valuable addition to one's application, giving students a boost when applying to a particular program of study.

### There are three ways to complete a CTE Pathway:

- Option 1 – Sign up for classes offered through HSVA. We have HSVA Live! Courses in Agriculture (floral design, anyone?) and Asynchronous classes in Arts, Media & Entertainment as well as Health Science & Medical.
  - MORE INFO:[HSVA CTE Webpage](#)
- Option 2 – Find something to fit your interests at a local Community College. There are great opportunities for everything from child development to auto repair. Use this [CHART](#) to find outstanding hands-on job training near your student.
- Option 3 - Use eDynamic's software with a credentialed teacher attached (ordered as a product) for the most enriched experience. Catalog [HERE](#)

Look for exciting information about a new partnership with Earn and Learn that will help bring industry internships and job-readiness skills to our students

### High School Elective Credit for 7th & 8th Graders

Our school will grant high school elective credit for high school math, world language, and CTE pathway courses taken by 7th and 8th grade students. As a parent-choice school, we allow 7th and 8th graders to take high school courses, but it is important to consider how taking courses in middle school will affect high school and college before choosing this option for your student. Please contact your Homeschool Teacher to discuss starting high school courses early prior to enrolling in high school level courses.

## Academic Expectations

### TK-8th Grade

Families choose to enroll at our school for a variety of reasons, but at the cornerstone of each decision is a supportive partnership between the family and their credentialed Homeschool Teacher. Our school provides the tools and guidance for students to experience a high-quality education by providing access to personalized curriculum and instruction. Parent Educators must ensure that students are engaged in learning each school day. Families and credentialed Homeschool Teachers work together to provide support for students who need additional academic and social-emotional support. Per Independent Study law, families are required to meet with their Homeschool Teacher, at minimum, once every 20 school days or as needed.

### High School

All high school students enrolled at our school will discuss and create an Individualized Graduation Plan (IGP) with their Homeschool Teacher. Short and long term goals will be created based on the needs of each student. A guidance counselor is also assigned to each student and will review the IGP. Our ultimate goal is to help students meet graduation requirements. It is incredibly important for students to pass courses so that graduation is attainable within 4 years of high school.

The minimum number of credits that should be earned at the end of each semester is listed below:

	Grade 9	Grade 10	Grade 11	Grade 12
Semester 1	25 credits	75 credits	125 credits	175 credits
Semester 2	50 credits	100 credits	150 credits	200 credits

Students and parents should work with their Homeschool Teacher and guidance counselor if they wish to graduate high school early. Students who have surpassed the minimum number of credits that should be earned at the end of each semester must still be enrolled in a minimum of four courses (20 credits) each semester. Students must complete a minimum of 5 courses each semester (25 credits) to remain on track for graduation. Students who fail a course will earn 0 credits for the course and could potentially no longer be “on track” for graduation. Students who become credit deficient should work with their teacher and guidance counselor to adjust the Individualized Graduation Plan. Students are expected to meet with their Homeschool Teacher(s) regularly to ensure adequate progress is made toward completing courses.

### I Can Statements

I Can Statements are family-friendly guides that can be used to help your family and ensure your students are on track for their grade level. All learning objectives for Math, Language Arts, Science and Social Studies are provided, written in family-friendly language. I Can Statements help make grade level learning targets clear for families and they address the standards students of the

same grade learn in all public schools.

The school is committed to empowering each student to reach their full potential. Our students are engaged learners capable of deep understanding, creative thinking, and innovative approaches to problem solving. Using the I Can Statements (State Standards), the student interests, talents and learning styles profile as their guide, as well as hands-on experiential learning, field trips, park days, and activities in the local community, credentialed teachers partner with parents to develop unique Personalized Learning Plans for each student. in your planners and school website. I Can Statements will be discussed and be a pivotal part of each Learning Period to guide planning.

### Assignment & Work Records (AWR)

Assignment & Work Records are a digital checklist created for each student and work parallel to the I Can Statements/Standards. AWR's are personalized for each student and are a strategic plan that helps ensure appropriate progress through the standards is achieved.

Testing At a Glance	
STAR	STAR 360 - Internal local assessment for language arts and math taken at home by grades TK-11 three times a year.
CAASPP Interim	CAASPP Interim Math Assessment - taken mid-year by grades 3-8 & 11 in place of their mid-year Star Math test.
PFT	Physical Fitness Test - State assessment taken by grades 5, 7, and 9 once a year in the winter/early spring.
ELPAC	English Language Proficiency Test - State assessment taken once in the fall for newly designated EL Students (Initial ELPAC) and once in the spring for all EL Students (Summative ELPAC).
CAST	CA Science Test - State assessment taken by grades 5, 8, and once in High School in the spring during CAASPP Testing. High School students take this test during their last year enrolled in a science course - either in 11th or 12th grade.
CAASPP	CA Assessment of Student Performance and Progress - Also referred to as the SBAC. State assessment given once a year in the spring by students in grades 3-8 & 11.

## Academic Integrity

Our school urges students to conduct themselves ethically and honorably. It is expected that the grade a student earns is based upon work that the student has completed. By definition, Academic Integrity is the moral code or ethical policy of academia. This includes values such as avoidance of cheating or plagiarism; maintenance of academic standards; honesty and rigor in academic work.

### The following behaviors may be considered as a violation of our Academic Integrity Policy or Code:

- Plagiarism
- Talking during a proctored exam
- Copying another student's test/assignment
- Allowing others to copy your work
- Exchanging assignments with other students (either handwritten or computer-generated)
- Using a computer or other means to translate an assignment/part of a World Language assignment to another language
- Using summaries or commentaries (Cliff Notes, Spark Notes) in lieu of reading the assigned materials
- Submitting purchased papers
- Altering a grade (on a computer, on a report card, on an assignment)
- Taking an exam for someone else
- Using bribery/blackmail/threats

### Any student known to have acted without academic integrity will be subject to disciplinary action in the following manner:

- **First offense:** A grade of F and/or 0% on the assignment/exam with a chance to resubmit within 1 week and parent/guardian notification
- **Second offense:** A grade of F and/or 0% on the assignment/exam with no resubmit and conference with parent/guardian
- **Third offense:** A grade of F in the class, in-person conference, and placement on Academic Probation for 1 year
- **Fourth offense:** Disciplinary hearing; possible expulsion from the school

### Students placed on Academic Probation may be subject to the following consequences:

- Copy of cheating referral placed in permanent cumulative file
- Proctored unit tests and finals by a school staff member
- Restricted from participating in school activities (field trips, prom, graduation)
- Ineligible to receive letters of recommendation from school staff

## Report Cards

### Report Cards - TK-8th

Students, parents, and teachers work in partnership to design personalized learning plans and



goals. The credentialed Homeschool Teacher affirms the learning plan and is guided by the I Can Statements.

### TK-7th

At this grade level, report cards are optional. If the family wishes to have a report card for their child, the parent and HST will work together to evaluate student progress and determine appropriate grades based on student progress towards mastery of the I Can Statements (grade level standards). HSTs can use a variety of methods to support their claim of student achievement including test results, discussions held during LPmeetings, and review of student work.

### 8th-12th

At this grade level, report cards are required and should be based on proficiency of the standards for all enrolled courses on their Master Agreement. The percentage targets translate into the letter grades shown below. Parents must keep track of grades for their student(s) if they are not enrolled in a class where the instructor grades the coursework. Some parents may need assistance in coming up with a plan to track and calculate grades. In addition to report cards, high school students will also receive mid-semester progress reports to indicate the grades the student is on-track to receive by the end of the semester.

Grading Scale	
TK-5th	6th-12th
EE = Exceeds Expectations	A = 90-100%
ME = Meets Expectations	B = 80-89%
BE = Below Expectations	C = 70-79%
AR = At Risk	D = 60-69%
NG = No Grade Earned	F = 59% and below

### Review of Student Work

Families share all of the learning that has occurred during Learning Period meetings with their teacher(s). Teachers work with the family to review and reflect on student learning. Teachers will use the shared information to determine mastery of standards and match these to the I Can Statements.

It is our school’s policy and practice that individual student data is never shared with anyone other than the parent and teacher. The data is used solely to show grade level and school-wide trends for accreditation purposes.

### Report Cards - High School

All 9th-12th grade students are required to have a report card issued at the conclusion of each semester. Semester report cards will be based on progress made in the student’s assigned high school courses. Students in high school earn letter grades and must complete requirements and lessons as outlined by their Homeschool Teacher or by the High School Teacher, as applicable.

The chart below shows the grading rubric for quality of assigned work:

Percentage	Grade
90-100%	A
80-89%	B
70-79%	C
60-69%	D
59 and below	F

### Attendance

- Parents/Guardians are responsible for ensuring that their child is actively engaged in learning each school day.
- Monthly Student Learning Logs (Attendance Logs) must be signed and submitted to your Homeschool Teacher at the end of each Learning Period. The Homeschool Teacher will communicate with individual families/students on the collection process of this document.
- The following are acceptable reasons for not logging attendance: Illness and hospitalization not to exceed 10 percent or more of the school days, exclusive of Saturdays and Sundays, in the school year, bereavement, family emergency, and natural disaster. In such cases, the absences would be considered excused. Some instances may require verification, such as a doctor's note, to be provided to your teacher.
- Homeschool Teachers will be knowledgeable of student progress, learning, and engagement in school. This can occur at regularly scheduled meetings, calls, emails, and or other methods.
- If the Homeschool Teacher is unable to obtain knowledge of the progress, learning, and engagement in school, this will be documented and a non-compliance letter may be sent.
- After multiple failed attempts to contact a family, the school may deem that enrollment in the school is not in the best interest of the student and he/she may be subject to withdrawal. Refer to Non-Compliance Policy on school's website.
- This policy is subject to change when new requirements are put in place by the state legislature.

### Withdrawing Your Student

To withdraw your student, please provide your Homeschool Teacher with the following information:

- Last date of attendance in our school
- Name of school or school district your student will be enrolling in
- Reason for withdrawal
- Submit your last attendance log and work sample
- Complete the Family Withdrawal Survey and exit interview with your HST

Once this information is received your Homeschool Teacher will assist you with the materials return process. All school property must be returned upon withdrawal, with the exception of assistive technology devices required by a student's Individual Education Plan (IEP). In that instance, such materials must be returned to the School when alternative arrangements are made or until two months have elapsed from the date of withdrawal. Families may be billed for any items not returned and student transcripts may be held until all materials are returned.

**Please Note:** Last day of documented attendance is the last day of enrollment.

Enrichment Certificates for services beyond the student's withdrawal date will be canceled and any services attended/continued, again after the student's withdrawal date, will be at the family's expense.

### Educational Materials & Restitution Policy

This policy supports the School's efforts to remain a sound steward of public funds and ensure students continue to have access to educational materials.

**Overview:** Students attending School may receive access to certain School property during the course of the school year, including educational technology and textbooks, and parents are responsible for ensuring the educational materials are returned (with reasonable wear and tear). California law states that the parent or guardian of a minor can be held liable to a school for all property loaned to and failed to be returned, or willfully damaged by a minor. The liability shall not exceed \$10,000.

The School shall seek restitution when a student, among other things, willfully cuts, defaces, or otherwise damages any property, or loses or fails to return property, borrowed or personal belonging to the School. This includes but is not limited to, installing unauthorized software applications, modifying, adding or deleting software or any alteration to the configuration of any and all IT computing devices - such as laptops and other devices.

The School, after affording the student due process rights, may withhold the grades, diploma, and official transcripts of a student until the student or parent/guardian pays for the lost or damaged school property (e.g., educational technology, textbooks, etc.). The School may also withhold full privileges of participation in school activities.

### Withholding Grades, Diploma and Transcripts and Transferring Students:

The authority to withhold grades, diploma, or official transcripts applies only to situations where the student, parent or guardian has requested a copy of the student's records. When a student transfers to another K-12 school, the student's permanent record must be sent to the requesting K-12 school. The permanent record, or copy, must be sent even though there may be charges or fees owed by the student, parent, or guardian. In such cases, upon sending the permanent student record to the new (receiving) school, the new school shall be notified of the restitution debt. Please review the school's website with Board policy.

### Homeless & Foster Youth

The law states it is the responsibility of schools to ensure that students considered homeless can receive a free, appropriate public education and to remove barriers to homeless students' school access, attendance, and success (see definition of homelessness below).

Homeless and Foster students in Feather River Charter School will be closely monitored by their Homeschool Teacher and School Staff. Students who have Performance Indicators below grade level will be encouraged to enroll in intervention programs and an intervention plan will be developed and closely monitored by the Homeschool Teacher and appropriate staff members. Monitoring of achievement and course correction, as well as increasing and decreasing the time of the task and direct instruction as needed for students who need intervention will occur each month during the learning period meetings. Please view the school's website for more information on policies and information to support Homeless and Foster Youth Students.

The term "homeless children and youth" –

- A. means individuals who lack a fixed, regular, and adequate nighttime residence...; and
2. children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings...
3. children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
4. migratory children who qualify as homeless for the purposes of this subtitle because the children are living in circumstances described in clauses (i) through (iii).

As defined by McKinney-Vento Homeless Assistance Act – Title IX, Part A of the Every Student Succeeds Act

### Special Education

School personnel are committed to identifying and serving students who have exceptional needs and are eligible to receive Special Education supports and services. Our commitment is based on the belief that all students shall have access to a high-quality public education.

In cooperation with El Dorado County Charter Special Education Local Plan Area (SELPA), our school will work to ensure that a Free and Appropriate Public Education (FAPE) is provided to all eligible students with exceptional needs in the student's Least Restrictive Environment (LRE). Specifically, our school will comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to the Individuals with Disabilities Education Improvement Act of 2004 (IDEA), Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and any other civil rights enforced by the U.S. Department of Education Office of Civil Rights (OCR), and applicable Special Education policies and practices of

the SELPA.

### Common Questions

Following are the most common questions that the Special Education department receives from families regarding Special Education at our school. Please review and contact the Special Education Team if you would like to discuss these topics further.

#### What is Special Education?

Special Education is specially designed instruction, supports, and services to meet the unique educational needs of individuals with disabilities, which cannot be met in the general education program. It is an integral part of the total public education system, and Special Education services are provided:

- In a way that promotes interaction between students with and without exceptional needs;
- At no cost to families; and
- Include a full range of program options to meet the educational and service needs in the least restrictive environment (LRE). --California Education Code Section 56031

#### Who should you contact when you believe your child may need additional academic support?

Your assigned Homeschool Teacher is the best person to initially discuss any academic questions or concerns. Your Homeschool Teacher will most likely recommend interventions and/or accommodations for you to use with your child if appropriate.

In the event that you and your Homeschool Teacher need additional guidance in supporting your child, you may request for a Student Study Team (SST) meeting be held. This meeting will document the concerns of school staff and families, identify interventions attempted, and possibly recommend additional interventions. Interventions should be attempted for six to eight weeks and a second SST meeting should be held to document the student's response to intervention. Depending on the successful implementation of the intervention, the SST will contact the Assessment Team for additional support or recommendations.

#### How is it determined that a student is eligible to receive Special Education?

Assessments are the basis for Special Education eligibility, placement, and service decisions. The assessments will be done by professionals who have had specialized training and required certification/licensure. General Education, Homeschool Teachers, and parents, who know the students well, play a critical role in understanding a student's academic strengths and struggles and are essential in the process of documenting/identifying areas of needs.

When the school receives a referral for Special Education, the child's legal guardian will be sent an assessment plan that details the types of assessments being proposed. The child will receive a "full and individual initial evaluation" to determine if the child has a disability and determine the child's educational needs. A full evaluation means that the child shall be assessed in all areas of



suspected disability within 60 calendar days of parental consent received by the school via signature on an assessment plan (timelines adjusted for student breaks over five consecutive days).

### What is an Individual Education Program (IEP)?

An IEP is a contractual, legal obligation, on the part of the school stating how the school plans to assist a student once they have been determined eligible for Special Education supports and services. The IEP document is written following the determination of a student's need and eligibility for Special Education.

The Individual with Disabilities Education Act (IDEA) requires that an IEP include a "statement of measurable annual goals" which allow the child to be involved in and make progress in the general education curriculum and meet each of the child's other educational needs that result from the child's disability." The IEP team develops the IEP document annually and identifies the child's needs, annual goals, objectives, adaptations, services and placement.

### What is the role of the parent in an IEP meeting?

Parents are encouraged to participate in the IEP meeting by providing information on which supplementary aids and services, program accommodations, and support for the parent's role as learning coach are needed to help the child progress toward attaining progress in general education curriculum and on their IEP goals. Please speak with your Special Education teacher further regarding the structure of IEP meetings and if you have any questions or concerns.

### How are Special Education services provided at our independent study school?

Students with IEPs are required to participate in Special Education services as indicated in their IEP documents.

- Specialized Academic Instruction (SAI) is usually delivered virtually and is taught by experienced and credentialed Special Education Teachers. The format of these sessions are determined by the student's IEP team and based on their academic IEP goals.
- Related Special Education services, such as occupational therapy, speech and language therapy, etc. may be provided by qualified School staff or via non-public agencies (NPA) contracted with the school. NPAs have a certification with the California Department of Education to work with school-aged students and they are carefully selected by the school.

### Should Special Education Teachers be included in the development of a student's education plan, designed by the Homeschool Teacher?

Whenever possible, it is recommended that a Special Education Teacher be included in the development of a student's education plan, which is designed by the learning coach and Homeschool Teacher. While it is not a requirement, the involvement of the Special Education Teacher provides an opportunity for the team to get a different perspective on how to help support

a student's needs, challenges, and strengths.

### Shall your Homeschool Teacher collect work samples for students with an IEP?

The school Work Sample policy is the same for all students.

### Differential Graduation and Competency Standards and Certificates of Educational Achievement for Students with Disabilities:

Feather River Charter School recognizes that students with disabilities are entitled to a course of study that provides them with a free appropriate public education (FAPE) and that modifications to the School's regular course may be needed on an individualized basis to provide FAPE. In accordance with law, each student's individualized education program (IEP) team shall determine the appropriate goals, as well as any appropriate individual accommodations necessary for measuring the academic achievement and functional performance of the student on state and Charter wide assessments. The IEP team shall also determine the appropriate graduation track for each student with a disability based on the student's ability to complete the Charter School's prescribed course of study to earn a high school diploma. No student shall be classified as eligible for differential standards of proficiency for the purpose of circumventing the legal requirement to maintain academic eligibility for extracurricular or co curricular activities.

### High School Diploma and Certificate of Educational Achievement /Completion:

Instead of a high school diploma, a student with exceptional needs may be awarded a certificate or document of educational achievement or completion if the student has met one of the following requirements: (a) The student has satisfactorily completed a prescribed alternative course of study (b) The student has satisfactorily achieved his or her IEP goals and objectives during high school as determined by the IEP team; or (c) The student has satisfactorily attended high school, participated in the instruction specified in his or her IEP, and has met the objectives of the statement of transition services.

A student with disabilities who meets any of the criteria specified above shall be eligible to participate in any graduation ceremony and any school activity related to graduation in which a graduating student of similar age without disabilities would be eligible to participate. In addition, the Executive Director or designee shall ensure that the student will continue to have access to special education related supports and services until the student meets Charter School's criteria to receive a high school diploma or until age 22. Whether a student receives a certificate of completion or a diploma is confidential. The Charter School does not inform other students whether their peers are receiving a certificate or a diploma, and all students will participate equally in graduation ceremonies and activities.

### Program Description within Personalized Learning

FRCS focuses on personalized learning, a philosophy that truly puts every student first by supporting them in honoring and exploring their unique skills, special gifts, talents, and aspirations. As a non-classroom based charter, our students have the opportunity to utilize state public funds to provide educational products and opportunities for learning. In order to allow

families flexibility on their personalized learning path, we allocate instructional amounts every year. This amount should be used to carefully select educational products to support academic learning. HST's will partner with each family to support the I Can Statements within the student's learning style. HST's are to also ensure that students are equipped with curriculum, texts, books, etc. that support academics prior to approving enrichment based opportunities.

Instructional amounts can be utilized to support curriculum, school approved technology, supplemental enrichment materials, field trip opportunities, enrichment services, lessons, and classes that fit each student's academic goals and align with the student's Master Agreement. All orders must be nonsectarian and approved by your HST. As a California funded public school, we are obligated to be fiscally responsible with the use of state funds.

### Product:

- Curriculum
- Technology Items\*
- Enrichment Materials
- Educational Field Trips

Here are some examples of acceptable and prohibited items. This is not an exhaustive list and you should reach out to your HST if you have any questions regarding enrichment materials.

### Examples of:

#### Acceptable Items

- Curriculum materials (secular only)
- Educational Quality materials only
- Educational materials that support a student's learning plan
- Basic school supplies adequate for the length of one project, one semester, or one year
- Basic equipment for documented learning needs
- Student admission for educational field trips

#### Prohibited Items

- Items that must be permanently affixed in a home
- Items that are too large to be transported by car
- Furniture, storage containers, or organizational items
- Accessories or parts for non-school-owned items
- Amusement or water park tickets
- Items or activities that may be deemed dangerous (zip lines, go karts, etc)
- Religious materials of any kind
- Toys
- Clothing or wearable items
- Registration & uniform fees

- Household tools or items
- Any materials used to generate revenue

### Service through Community Partners:

- Academic Enrichment Classes
- Tutoring Services
- STEM Classes
- Fine Art Lessons & Classes
- Performing Arts Lessons & Classes
- Physical Education Classes

Services include, but are not limited to, fine arts classes, academic extension courses, physical education classes, tutoring, driver's education, dance lessons, music lessons, or any other service that requires an instructor-to-student interaction in either a virtual or in-person setting. All service providers must become approved vendors and submit to fingerprinting and a background check for the safety of our students. Again, for high school students only, HSTs must make sure that a student's enrichment activities align with a course on their Master Agreement.

*\*The Technology Acceptable Use Acknowledgement must be signed in order to receive the technology equipment. All families receive this form through email at the beginning of the year.*

All materials ordered through the school with state public funding are the property of the school. Materials are loaned to enrolled students for educational purposes only. Non-consumable materials must be returned to the school upon withdrawal. Families may be billed for any items not returned and student transcripts may be held until all materials are returned. For additional information about student returns and liability please see the school's website to review the Educational Materials and Restitution Policy.

All services requested through the school with state public funding will only be provided with an Enrichment Certificate with an approved vendor during the student's enrollment period ending on the last day of school. Any services provided without an Enrichment Certificate and/or beyond the student's enrollment dates will be the financial responsibility of the family. Upon withdrawal, families shall be responsible for notifying their service vendor(s) they are no longer enrolled with the school.

### How to Request Services/Products

1. Visit the Online Purchasing System (OPS) to request services and products.
2. Services may only be requested through approved service vendors.
3. The first time a family uses a vendor for service, they will need to sign and submit a waiver form.
4. If families are requesting a service, an Enrichment Certificate will be created and sent via

email to the parent. Parents can also access a viewable copy of the Enrichment Certificates in OPS. Certificates must be requested and approved prior to our schools agreeing to pay for services. Please allow for processing time during which time students are not able to start services until the Enrichment Certificate is approved. Students are not able to start services without an Enrichment Certificate. Backdated services requests will not be approved or paid.

5. Each vendor will invoice the charter school for the services approved on the certificate.
6. The school pays vendors directly. Parents should not pay vendors for student services as we cannot provide payment/reimbursement to families.
7. Technology devices: Please refer to your school's website for ordering information
8. Field Trips & Events: Please refer to your school's website for ordering information

We believe in inspiring our community and learning through educational experiences through school-organized field trips and events.

### Student Supervision

Students are required to be accompanied by a parent and/or designated guardian for all school-organized field trips. Parents and/or guardians are responsible for ensuring the safety and behavior of their students.

### Liability

All families will be required to sign a liability waiver releasing the school from any and all liability or costs associated with or arising from their participation in each field trip.

### How to Request School-Organized Field Trips & Events

Please refer to our school's website for school-organized field trips and events.

### Technology Team

Choosing technology can be overwhelming. Please visit our school's website to view a curated list of qualified devices, items, and software. All items offered meet internal standards of quality, performance, value, availability, and support. These items can be obtained as part of a student's instructional Amounts as it aligns with your student's learning plan.

Some technology items (e.g. computers, laptops, tablets and printers) require specific configurations, must meet certain standards or be purchased through select suppliers, channels, or agreements.

### Tech Costs

Most devices offered are business-class devices and are not found in local retail stores, so be certain you are comparing the exact same models and specs with approved vendors. Remember, all taxes (e.g. sales tax) and fees (e.g. shipping, CA e-waste disposal) are also included in the price you see. Unfortunately, we are not able to price match.



Pricing also includes software and device licenses, school compliance features, management services, enhanced warranties and damage protection, solid state drives (SSD), protective cases, asset tagging and inventory, packaging materials, shipping both ways, and lifetime support for the device is standard. These items are factored into the instructional Planning Amount cost of Tech Items.

The following limits have been placed for tech devices assigned to students and families:

- 1 computer/laptop per student
- 1 tablet per student
- 1 printer per student

### How to Order

Tech devices are available through the Enrichment Ordering System and can be ordered in the same fashion as other enrichment items. For a read-only catalog of current offerings, you may visit your school's website.

### Tech Center Returns

All Tech items are the property of the school and returns should be submitted to the Tech Team. Please contact us for detailed directions on how to return items. The school is unable to sell any enrichment/technology items to families.

### Contact Information:

Sequoia Grove Charter Alliance Information Technology Department

Phone: 530-341-3684

Email: [helpdesk@sequoiagrove.org](mailto:helpdesk@sequoiagrove.org)

### Parent-Student Information Technology Acceptable Use Policy

It is the school's mission to empower students with access to technology, information, and digital resources while fostering safe, responsible, and ethical learning environments.

We are committed to upholding important security, privacy, and safety regulations, protocols, and standards. Users of school devices, networks, accounts, and other resources must adhere to school policies. Users are expected to fully comply with local, state, and federal regulations. Failure to adhere to these policies or regulations may result in discipline, legal action, or other remedies determined to be within the rights of the school. Relevant regulations include (but are not limited to):

- The Family Educational Rights and Privacy Act (FERPA)
- Children's Internet Protection Act (CIPA)
- Individuals with Disabilities Education Act (IDEA)

- Children's Online Privacy Protection Act (COPPA)
- Health Insurance Portability and Accountability Act (HIPAA)

### Definitions:

1. School, Organization, and or We – Feather River Charter School and its subsidiaries, programs, and divisions
2. Sequoia Grove Charter Alliance- SGCA
3. You, Your, and or I - The parent/guardian, student, and signer of this Acceptable Use of Technology Policy
4. Resources - Devices, systems, services or networks owned, operated or issued by the school
5. User - Any person(s) accessing or utilizing school resources that is not a resource operator
6. Acceptable Use Policy (AUP) - Parent/Student Information Technology Acceptable Use Policy

### User Responsibilities:

Access to school technology, resources, and support is a privilege that offers a wealth of educational benefits. To maintain these privileges, all users must agree to, learn about, and comply with all information within this Acceptable Use Policy (AUP) document.

1. You agree to learn about and comply with all the information outlined in this AUP document.
2. Persons to whom items are assigned are expected to exercise reasonable care to protect those items against damage, loss and theft. "Reasonable care" is defined as:
  - a. Never leaving items unattended
  - b. Never lending, giving or releasing items to a person other than an authorized school employee, such as a Tech Team member
  - c. Never removing protective accessories or features (e.g. cases, bumpers)
  - d. Keeping items away from dangerous conditions (e.g. liquids, heat sources, unstable surfaces or items) and preventing actions which promote damage beyond normal wear and tear
  - e. Maintaining student supervision by parent/guardian during access and usage
3. You must immediately report damaged, lost or stolen items/resources. Items reported stolen or missing will require a police report.
4. Parents/guardians are expected to provide supervision and monitor device/Internet access and usage.
5. You are expected to make a reasonable effort to protect your passwords, information and data.
6. You must safeguard internal safety and security policies, such as authentication methods and password conventions.
7. You are obligated to notify ITD of continued access to resources beyond student departure (e.g. withdrawal, graduation, expulsion) in the event ITD has not contacted you to do so.
8. Items, devices and resources issued by the school are school property and must be

returned or relinquished to the school upon request.

### Acceptable Use of School Resources by Users:

1. All school-issued accounts are intended solely for use by the person authorized to use the account.
2. When sharing or exposing personal information or data online, extreme caution should be exercised.
3. Any information or communication accessible via any school network should be assumed as private property.
4. The school reserves the right to verify whether specific uses of school technology or networks are consistent with this acceptable use policy.
5. The school is bound by certain licensing agreements. Users are expected to comply with those agreements.
6. Educational and instructional use as related to the school only.

### Unacceptable Use(s) of School Resources:

1. All commercial or for-profit usage is prohibited.
2. The access, use or transmission of objectionable material (e.g. materials that are obscene, bullying, profane, lewd, threatening, disrespectful, hateful, pornographic) is prohibited.
3. Violation of any local, state or federal laws as well as School, board or administrative policies are prohibited. Example: Federal copyright laws ([Title 17](#), USC)
4. Any attempt to circumvent FRCS security measures, content filters or access restricted resources is prohibited.
5. All malicious and nefarious activities are prohibited. Examples include (1) unauthorized trespassing or infiltration of a network or device, (2) the intentional distribution of malware, (3) any attempt to deny a remote service. Malicious actors may also be in violation of *California's unauthorized computer access law, PenalCode 502(c) PC*.
6. The intentional collection, mining or uncovering of personal information, files, passwords belonging to a user other than yourself is prohibited.
7. Publicly advertising internal authentication methods and/or password conventions.
8. Impersonation of any user other than yourself is prohibited.
9. Unauthorized falsification or modification of any school records is prohibited.
10. The collection or transmission of personal information (e.g. home address, phone number, personal email) which may be useful to identify an individual without written consent is prohibited.
11. Political lobbying or advertising is prohibited.
12. Unauthorized maintenance, service, repairs, or upgrades are prohibited. school-owned or operated resources must be maintained by SGCA or authorized third parties.

### Expectation of Privacy:

For email, networks, systems and other resources owned or operated by the school, users should have no expectation of privacy. The school reserves the right to manage and monitor all aspects of its own resources. The following are examples of actions which may be performed for reasons deemed legitimate by the school:

1. Obtain emails, messages and their attachments transmitted to or through school-owned or operated email systems
2. Monitor an individual's use of school-owned resources
3. Locate or track the location of a school-owned resource
4. Confiscate, search, disable or wipe any school-owned device, item or their contents/data

Personal devices are private. SGCA does not and will not access personal devices.

### Cyberbullying:

Cyberbullying is the use of technology resources to willfully harm either a person or persons through electronic systems (e.g. texts, photos, videos, messages, and social media). Examples of this behavior include but are not limited to:

1. Transmitting false, cruel, hateful or embarrassing information or media targeting others
2. Creating posts or websites that have stories, cartoons, pictures, or jokes ridiculing others
3. Unauthorized access to any resource (e.g. social media, email) for purposes of downloading or transmitting vicious or embarrassing materials
4. Engaging someone in electronic communication, tricking that person into revealing sensitive personal information and transmitting that information or media to others
5. Posting a student picture without their permission.
6. The use of derogatory comments, including those regarding race, age, gender, sexual orientation, religion, ability, political persuasion, body type, physical, or mental health.

### Student Departure:

1. Upon student departure (e.g. withdrawal, graduation, or expulsion) from the school, all issued items must be returned within 30 days. Contact SGCA Tech for a schedule of mobile return locations or request prepaid return labels.
2. For information regarding technology returns, please review tech policy on our school's website.

### Non-Compliance Policy

Homeschool Teachers partner with families to educate students enrolled in our school. The partnership is effective if students and parents/guardians are actively participating in our program and meeting enrollment requirements. However, from time to time, a family or student may fail to meet some of these requirements and become non-compliant.

Non-Compliance is defined as meeting one or more of the following criteria:

- Missing 2 or more assignments during a learning period
- Missing 1 or more attendance logs
- Missing a scheduled meeting after 2 attempts have been made to reschedule
- No communication after 3 attempts have been made
- Not submitting work samples when requested

In these instances, the school will initiate the non-compliance process:

**Step 1:** The HST will call & email the family when a concern or issue arises. The HST will clearly state why the family or student is in non-compliance and provide a 5-day plan for them to come back into compliance.

**Step 2:** If, after 5 school days, the family or student is still in non-compliance, the HST's Instructional Team Advisor will call & email the family and offer another 2 school days for them to come back into compliance.

**Step 3:** If, after 2 school days, the family or student is still in non-compliance, a letter will be emailed and sent via certified mail notifying the family they have an additional 5 school days to come into compliance.

**Step 4:** If, after 5 school days, the family or student is still in non-compliance, a second letter will be emailed and sent via certified mail notifying the family that an Administrative Conference Call has been scheduled to determine next steps.

**Step 5:** During the Administrative Conference Call the best course of action will be determined. This may include an Administrative Withdrawal of the family or student in non-compliance.

If at any point in time a family or student becomes compliant, the non-compliance process stops. However, if there is relapse in non-compliance, the process will pick back up at the point at which it was left off.

### Work Samples

To meet California Independent Study Guidelines, work samples are required and will be collected each Learning Period by your Homeschool Teacher. Students are required to submit work samples, as requested, to demonstrate and document their learning. Failure to provide work samples may jeopardize your child's enrollment status at the school.

### Acceptable Work Sample Criteria:

- Must be an original piece of work by the student demonstrating a good reflection of their learning and abilities
- Must be neat and legible
- Scanned samples are acceptable if they are clear and easy to read
- Must include the student's first and last name and full date at the top
- Must be completed and dated within the designated Learning Period



- Must be non-sectarian (non-religious)
- Photographs must include a summary of the learning from the student's perspective
- Samples may be typed or handwritten by the student. Younger students may dictate to the parent to write or type for them.

### Non-Compliant Work Samples Include:

- Missing student's first and last name or the full date
- Name and date not matching the sample type (handwritten samples must have a handwritten name/date, type samples must have a typed name/date)
- Scanned documents that are difficult to read or are very light
- A scanned or printed document of a certificate of completion or report from an online learning platform
- Samples completed and dated outside of the LearningPeriod
- Worksheets from a sectarian publisher
- A photograph which does not include the student's summary of the project/concept
- Incomplete work or a list of answers without the accompanying questions

### Testing & Assessment

Assessment data is critical to our school. Assessments are one indicator of student learning. Assessment data shows the effectiveness of our academic programs and also serves as a required part of the WASC accreditation and the charter renewal process.

WASC accreditation shows that a school has met and is maintaining a high level of standards. Furthermore, having WASC accreditation validates the integrity of the school's program for High School transfer students and transcripts for university acceptance. Many of our families put great value on WASC accreditation. In order to receive WASC accreditation, a school must go through a rigorous process of describing, demonstrating, and evaluating its instructional program through a school-wide action plan.

It is a wonderful accomplishment for a school to be accredited, but the work is never finished. Maintaining accreditation is an ongoing cycle of inquiry and improvement through regular assessment, planning, implementing, monitoring and reassessing changes made by the school.

Assessment data is also a critical piece in our charter renewal process. All charter schools are authorized by a sponsoring school district. The authorizer is granting permission to the petitioning organization to make their own independent decisions and operate their own school. In return, the charter school needs to demonstrate compliance with the essential terms of the charter, which include Ed Code, student achievement, governance, reporting requirements, etc. Our school must remain in good standing with each authorizer. Without authorization, we have no charter! Authorizers gauge compliance and achievement with assessment data. Scores at the individual student level are never shared, and privacy of student names is maintained according to federal laws that protect students.

It is essential for the health of our school that all students participate in school-wide and state-mandated testing. We do our very best to listen to the needs of parents and students.

### State Standardized Tests – California Assessment of Student Performance and Progress (CAASPP)

As students of a public charter school, our students participate in the following state standardized tests:

- Grades 3 – 8 and 11: Smarter Balanced Assessment Consortium(SBAC)
- Grades 3-11: Internal Benchmark Assessments taken in the Fall, Winter, and Spring
- Grades 3 -8: Interim Assessments in Math, ELA, oboth
- Grades 5, 8, and one time in high school during the year of their last science course: California Standards Test for Science (CAST)
- Grades 5, 7 and 9: Physical Fitness Test (PFT)
- ELPAC: English Language Proficiency Assessments for California (English Learners only)

Participation rates are critical to the success of our school. A public school is required to achieve a participation rate of 95% on all state testing. If a school has less than 95% of its students participate in any assessment, the school receives an academic performance penalty by the state of California.

School staff administers all state standardized tests at facilities located within driving distance of your home. A testing schedule will be provided to you from your teacher. Individual student performance results on statewide achievement testing are available to parents that would like a copy through the Parent Portal.

Often our families have questions or concerns about the SBAC/CAST assessments. We want our families to feel informed about assessments so they are prepared and feel more comfortable partaking. We have created a [Parent Testing Website](#) for this purpose. We also ask that you work closely with your teacher so your student can be assigned any designated supports that would help them during their testing session.

### ELPAC: Testing for English Language Learners

California state law requires that the English Language Proficiency Assessments for California (ELPAC) be given each year to English Learners. The ELPAC is a test that measures how well a student can listen, speak, read, and write in English. The purpose of ELPAC is to ensure all students receive adequate support to become English language proficient in their grade level.

New students that have another language indicated besides English on their home language survey must be assessed. This includes TK students. Students that have been previously designated as English Learners at another public school (even if it was years ago) must be tested by law every year until they reach a level of proficiency and are reclassified as english proficient .

At that point, they will no longer need to take the test.

**Internal Diagnostic: Star Assessments & Interim CAASPP Assessments**

Our school believes that ongoing assessments will help to inform and guide instructional practices. The Star Assessment is not designed to find flaws, but rather to build strength and skills necessary to become successful in the student’s educational career.

We chose the Star Assessments because of its adaptive and non-adaptive nature. The Standards Mastery and the Diagnostic reports pinpoint students' needs down to the sub-skill level. The Star Assessment provides data-driven insights and support for successful implementation of standards. The homeschool teacher will provide the parents with the results of the Star Assessment, so the parent and teacher can collaborate to create a personalized learning plan for each student. These assessments will occur twice a year, once in the fall and spring of each year.

**Interim CAASPP Assessments**

Our families with students in applicable grade levels will also be asked to participate in a CAASPP interim benchmark assessment during our winter testing window. This assessment will help our school and homeschool teachers identify areas of strength and need for students as we head into CAASPP testing in the Spring.

**Records Department**

The Records Department supports families by maintaining student records and will process requests for various documents such as work permits, enrollment verification, report cards, and transcripts. Contact information: [records@sequoiagrove.org](mailto:records@sequoiagrove.org)

Document Requested	Expected Time of Processing
Work Permit	● 2-3 Business Days
Enrollment Verification	● 2-3 Business Days
Copies of Grades & Official/Unofficial Transcripts	● 3-5 Business Days
Copies of Cumulative File (Student Records)	● 3-5 Business Days

**Work Permits**

**Entertainment Work Permits:**

Families download the Application for Permission to Work in Entertainment Industry form DLSE 277 from the CA Department of Industrial Relations Website

Once the family fills out the top portion of the form they email the form to:

[records@sequoiagrover.org](mailto:records@sequoiagrover.org)

The Records Department will receive this form and process within 2-3 business days. They will verify the student is active and currently working in compliance with the school's policies. After verification, the Records Department will sign, stamp, and provide the family with two copies. One will be sent via email, the other through regular US mail.

The family then has three options when submitting the completed application back to the CA Department of Industrial Relations.

- Online
- By Mail
- In-Person

### Non-Entertainment Work Permits:

Families download a Statement of Intent to Employ a Minor and Request for Work Permit form CDE B1-1 from the CA Department of Industrial Relations Website. They may also obtain this form from their potential employer. Once the family fills out the top section of the B1-1 form they email it to [records@sequoiagrover.org](mailto:records@sequoiagrover.org)

The Records Department will receive this form and process within 2-3 business days. They will verify the student is active and currently working in compliance with the school's policies. After verification, the Records Department will fill out and sign the bottom portion of the B1-1 form and complete form B1-4, which is the actual permit. Both forms will then be mailed to the family.

### Concurrent, College Enrollment

For all concurrent, college enrollment requests, please send applications and inquiries to your Guidance Counselor. There is a minimum five (5) business day turnaround for these applications, so please plan accordingly.

### Harassment

It is school policy to prohibit harassment by any means, including but not limited to: sexual, physical, verbal, written, electronic, mental, emotional and visual harassment, intimidation, bullying, and cyberbullying. Whether direct or indirect, such intentional acts substantially harm and interfere with a student's education, threaten the overall educational environment, and disrupt the operation of school.

Harassment for any reason including, but not limited to: race, religious creed (including religious dress and grooming practices), color, national origin (including language use restrictions), immigration status, citizenship status, ancestry, physical disability, mental disability, medical

condition, genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy or childbirth), gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or association with a person or group with one or more of the aforementioned characteristics or any other legally protected category is a violation of both state and federal law. Verified harassers may face loss of computer or other special privileges, suspension, or expulsion. Any disciplinary action will be determined by the school administrators and board of directors. In addition, when any kind of threat is communicated or when a hate crime is committed, the administration will report such crimes to local law enforcement officials. Harassers may also be subject to civil and criminal liability for any such unlawful behavior.

Title IX provides for separate processes and procedures for sexual harassment and sexual assault when the type of conduct falls within the definitions of sexual harassment and sexual assault as provided in 34 C.F.R. § 106.30. For these types of complaints, the School will follow the [Title IX Policy](#) processes and procedures, which may be found in the [School's Title IX Sexual Harassment Policy and Grievance Procedures](#).

The school will take measures against harassment. This includes any act that takes place on or immediately adjacent to the location of any school event, at any school-sponsored activity, on school-provided transportation, or off-campus activities that cause or threaten to cause a substantial and material disruption at school or interfere with the rights of students to be secure.

In situations in which electronic or cyberbullying originates from a non-school computer, but is brought to the attention of school officials, any disciplinary action shall be based upon whether the conduct is determined to be so severely disruptive of the educational process that it markedly interrupts or severely impedes the student learning.

It is important to understand that jokes, stories, cartoons, nicknames, the sending or posting of inappropriate and hurtful email messages, instant messages, text messages, digital pictures or images, or website postings, including blogs and comments that violate school, state, and federal law may be offensive to others and will not be tolerated.

If you feel you have been a victim of harassment or are being bullied, inform your Homeschool Teacher or school administrator immediately. Keeping quiet or ignoring the problem will not make it go away. The teacher or school administrator will document the events, contact the appropriate parties, and appropriate steps will be taken.

### Expulsion & Suspension

This Pupil Suspension and Expulsion Policy and Procedures have been established in order to promote learning and protect the safety and well-being of all students at FRCS. In creating this policy, FRCS has reviewed Education Code Section 48900 *et seq.* which describes the

non-charter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 *et seq.* FRCS is committed to an annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion. Please see FRCS's website for the [board approved policy](#).

### Family Educational Rights and Privacy Act (FERPA)

#### Notification of Rights under FERPA for Elementary and Secondary Schools

The Family Educational Rights and Privacy Act (FERPA) affords parents and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 45 days after the day the school receives a request for access.

Parents or eligible students should submit to the school principal [or appropriate school official] a written request that identifies the records they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask the school to amend a record should write to the school principal [or appropriate school official], clearly identify the part of the record they want changed and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person



serving on the school board. A school official also may include a volunteer or contractor outside of the school who performs an institutional service of function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Upon request, the school discloses education records without consent to officials of another school district in which a student seeks or intends to enroll or is already enrolled if the disclosure is for purposes of the student’s enrollment or transfer. [Note: FERPA requires a school to make a reasonable attempt to notify the parent or student of the records request unless it states in its annual notification that it intends to forward records on request.]

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office  
 U.S. Department of Education  
 400 Maryland Avenue, SW  
 Washington, DC 20202

FERPA permits the disclosure of PII from students’ education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, §99.32 of the FERPA regulations requires the school to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A school may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student –

- To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in §99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(2) are met. (§99.31(a)(1))
- To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if

the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of §99.34. (§99.31(a)(2))

- To authorized representatives of the U.S. Comptroller General, the U.S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the State educational agency in the parent or eligible student's State (SEA). Disclosures under this provision may be made, subject to the requirements of §99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf. (§99.31(a)(3) and 99.35)
- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§99.31(a)(4))
- To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to §99.38. (§99.31(a)(5))
- To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. (§99.31(a)(6))
- To accrediting organizations to carry out their accrediting functions. (§99.31(a)(7))
- To parents of an eligible student if the student is a dependent for IRS tax purposes. (§99.31(a)(8))
- To comply with a judicial order or lawfully issued subpoena. (§99.31(a)(9))
- To appropriate officials in connection with a health or safety emergency, subject to §99.36. (§99.31(a)(10))
- Information the school has designated as "directory information" under §99.37. (§99.31(a)(11))

#### Disclaimer and Acknowledgments:

1. The school reserves the right to modify its policies at any time.
2. All items, devices, and resources issued by the school are school property. School property must be returned or relinquished to the school upon request or departure from the school.
3. The school reserves the right to issue penalties (e.g. denial of access to resources, withholding of transcripts) or seek legal remedies in response to non-compliance.
4. Access to school technology, resources and support is a privilege, not a right. These privileges are offered at the discretion of the school.
5. The school will not be held liable for the information or data retrieved, stored, or transmitted by means of the school-owned or operated resources, devices, networks, or systems.

6. Users should not have an expectation of privacy in the use of school resources, email, systems, or networks.
7. Illegal activities performed using school devices, networks, and systems may be reported to the proper authorities when discovered.
8. The school will not be held responsible for losses or damages suffered by any user, including loss of data, interruption of service, delays, or non-deliveries.
9. School issued property reported as lost, missing or stolen may be remotely tracked, located and/or disabled at the discretion of the school.
10. The school may confiscate and search any school technology in the event of policy
11. The school is not in any way an Internet Service Provider.

### Acronym Guide

504 - A customized education plan for students with physical or mental impairments that legally ensures they will be treated fairly at school.

A-G - Refers to the college entrance requirements set forth by the University of California (UC) and California State University (CSU) systems.

CAASPP - California Assessment of Student Performance and Progress

CAST - California Science Test

CELDT - California English Language Development Test

ELA - English Language Arts

ELD - English Language Development

ELPAC - English Language Proficiency Assessment of CA

EMR - Educational Material Resource (for placing PRODUCT/MATERIAL orders in OPS)

EUs - Educational Units (aka Credits/Instructional Funds/Amounts remaining in OPS)

GenEd - General Education (as opposed to Special Education)

HDC - Household Data Collection

HS - High School

HQT - Highly Qualified Teacher

HST - Homeschool Teacher

IGP - Individualized Graduation Plan

ITA - Instructional Team Advisor

LC - Learning Coach

LP - Learning Period

MA - Master Agreement

MTSS - Multi-Tiered System of Supports

OPS - Order Purchasing System

PFT - Physical Fitness Test

POR - Proof of Residence

RTI - Response to Intervention

SAI - Specialized Academic Instruction (provided bySPED)

SLP - Speech-Language Pathologist

SPED - Special Education

SSID - Statewide Student Identifier

SST - Student Success Team

VAPA - Visual and Performing Arts

VCI - Vendor Course Instructor (for placing SERVICEorders in OPS)

WASC - Western Association of Schools and Colleges

WS - Work Sample

### School Calendar

As a public charter school, we offer families full-time, continued enrollment throughout the entire

school

year.

Draft Version 2.4.21

## 2021-2022 School Calendar







July 2021						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 2021						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2021						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October 2021						
S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November 2021						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December 2021						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January 2022						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February 2022						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March 2022						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April 2022						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
						15

May 2022						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 2022						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

School Year Dates	
Aug 2	Teachers Back to Work
Aug 16	First Day of School
Jan 7	End of Semester 1
Jan 14	Report Cards Due
May 25	Last Day of School
May 31	Report Cards Due
Jun 2	Last Teacher Day

Holidays	
Sep 6	Labor Day
Nov 11	Veteran's Day
Nov 19-26	Thanksgiving Break
Dec 20-Jan 3	Winter Break
Jan 17	Martin Luther King, Jr. Day
Feb 11	Lincoln Day
Feb 21	Washington Day
Apr 11-18	Spring Break
May 30	Memorial Day

Learning Period Dates	
LP1	8/16-9/17
LP2	9/20-10/15
LP3	10/18-11/12
LP4	11/15-1/7
LP5	1/10-2/10
LP6	2/14-3/11
LP7	3/14-4/8
LP8	4/19-5/25

School Accountability	
Every LP	Attendance Logs
Every LP	Work Samples
Every 20 school days	Student Conference

Testing Windows	
Feb-Mar	PFT Testing for 5, 7, 9
Mar-May	SBAC Testing
Fall, WIn, Spr	Assessments

School Closed	Teacher In Service Days	Last Day of Semester 1
LP	Report Cards	First & Last Day of School

### Signing of Receipt & Acknowledgement

By signing, you are agreeing to the policies and procedures of the Parent Student Handbook including, but not limited to:

- Registration Requirements
- Academic Expectations
- Report Cards & Grading
- Attendance
- Non-Compliance
- Work Samples
- Technology Usage
- Testing & Assessments
- Behavioral Expectations
- Instructional Amounts & Learning Plans
- Academic Integrity
- Field Trip Guidelines

**User Agreement:**

I have read, understand, and will abide by the above **PARENT/STUDENT ACCEPTABLE USE OF TECHNOLOGY POLICY** while using any school technology and other electronic resources issued, owned or operated by the school. I also give permission to collect verifiable personal information from my child (under 13 years of age) to be in compliance with the Children’s Online Privacy Protection Act (COPPA). I further understand that any violation of the policies above are considered unethical and in some cases may constitute a criminal offense. Should I violate any of the policies outlined in this agreement, I understand my access to any school resource may be limited or revoked, and disciplinary and or legal action may be taken.

**BY SIGNING THE PARENT/STUDENT HANDBOOK SIGNATURE OF RECEIPT AND ACKNOWLEDGEMENT SECTION, PARENT(S)/GUARDIAN(S) & STUDENT AGREE THEY HAVE READ, UNDERSTOOD, AND ACCEPT THE TERMS WITHIN THIS PARENT/STUDENT ACCEPTABLE USE OF TECHNOLOGY POLICY.**

\_\_\_\_\_  
Student Name (Print)

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian Name (Print)

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date



# Coversheet

## Independent Study Policy

**Section:** III. Academic Excellence  
**Item:** C. Independent Study Policy  
**Purpose:** Vote

**Submitted by:**

**Related Material:**

redlined\_DRAFT\_\_21-22\_Independent\_Study\_Policy\_-\_Feather\_River.docx - Google Docs.pdf

### BACKGROUND:

The proposed revision of the Independent Study Policy is for schools offering independent study to prepare a set of policies required by Education Code section 51747. This statute requires that boards adopt independent study policies containing specified elements as one of many conditions that must be met to generate funded average daily attendance for independent study. As such, adopting policies with all the legally-mandated elements is important from a compliance perspective. By law, the required board-adopted independent study policies must include specific elements, including several new ones added by Assembly Bill 130, the 2021 education budget omnibus "trailer" bill.

### RECOMMENDATION:

Board approval



## REVISED: Independent Study Policy

Feather River Charter School offers independent study to meet the educational needs of pupils enrolled in the charter school (“Feather River” or “Charter School”). Independent study is an alternative education designed to teach knowledge and skills of the core curriculum. The Charter School shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully.

—Charter School will provide appropriate services, supports, technology and resources to enable students to complete their independent study program successfully. These independent study policies have been established by Charter School in alignment with Education Code § 51745 *et seq.*, updated to meet the requirements of Assembly Bill 130 (2021), and adopted pursuant to Education Code (“EC”) § 51747 and 5 C.C.R. § 11701. The following policies are effective as of the start of Charter School’s 2021-22 school year:

~~The purpose of the Feather River Charter School Governing Board approving this Independent Study Policy is to accomplish the following: ¶~~

- ~~1. Establish the Time in Which an Assignment Must Be Completed ¶~~
- ~~2. Establish the Procedure for Placement Determination ¶~~
- ~~3. Outline What Must Be Included in a Current Written Agreement ¶~~
- ~~4. Outline How Average Daily Attendance Will Be Calculated ¶~~
- ~~5. Establish Compliance with the Education Code ¶~~
- ~~6. Establish the Implementation of the Independent Study Policy ¶~~

~~1. —Certificated Teacher Supervision: For each student in independent study, Charter School will assign a certificated employee to coordinate, evaluate, and provide general supervision of the student’s independent study instruction.~~

2. **Time in Which an Assignment Must Be Completed:** For pupils in all grade levels offered by the Charter School, the maximum length of time that may elapse between the time an assignment is made the date by which the pupil must complete the assigned work shall be twenty (20) school days.

3. ~~—Placement Determination: Evaluation of Independent Study: When any student fails to complete~~ A pupil may miss two (2) assignments during any period of twenty (20) school days or fails to make satisfactory progress (defined below in Section 4), the Charter School will conduct before an evaluation is conducted to determine whether it is in the best interest of the student pupil to remain in independent study, or whether the student should return to or otherwise be placed in a regular in-person school program. ~~Therefore, whether any pupil fails to complete two (2) assignments during any period of twenty (20) school days, the Director of Academic Program or his or her designee shall conduct an evaluation to determine whether it is in the best interest of the pupil to remain in independent study. A written writing record of the findings of any evaluation will be maintained in the student’s permanent record. conducted pursuant to this policy shall be~~

~~treated as a mandatory interim pupil record.~~ This record shall be maintained for a period of three years from the date of the evaluation and if the ~~student pupil~~ transfers to another California public school, the record shall be forwarded to that school.

4. Satisfactory Educational Progress: For purposes of conducting the evaluation in Section 3, a student is deemed to be making satisfactory educational progress if the student is on track to enter the next grade level at the completion of the current school year and/or progressing toward their goals pursuant to their individualized education program (“IEP”). A Feather River Charter Administrator, in collaboration with the Homeschool teacher, is responsible for making this determination based on all of the following indicators:
  - a. The student’s achievement and engagement in the independent study program, as indicated by the student’s performance on student-level measures of student achievement and student engagement as follows: ~~set forth in EC § 52060(d)(4)-(5).~~
    - Student-level measures include, as applicable:
      - o Statewide assessments
      - o Whether the student has successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University
      - o Whether the student has successfully completed courses that satisfy the requirements for career technical education sequences or programs of study that align with state board-approved career technical education standards and frameworks
      - o If an English learner, whether the student is making progress toward English proficiency as measured by the English Language Proficiency Assessments for California or any subsequent assessment of English proficiency
      - o If an English learner, whether the student is reclassified
      - o Whether the student has passed an advanced placement examination with a score of 3 or higher
      - o Whether the student demonstrates college preparedness pursuant to the Early Assessment Program or any subsequent assessment of college preparedness
    - Student engagement includes, as applicable:
      - o School attendance
      - o Chronic absenteeism
      - o Middle school drop out status

- o High school dropout status
- o High school graduation status

- b. The completion of assignments, assessments, or other indicators that show the student is working on assignments.
- c. Learning required concepts, as determined by the supervising teacher.
- d. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.

5. Content of Independent Study: Charter School will provide content to students aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high school students, this includes access to all courses offered by the Charter School for graduation and approved by the University of California or the California State University as creditable under the A–G admissions criteria.

6. Tiered Reengagement Strategies: If a student does not generate attendance for more than three school days or 60 percent of the instructional days in a school week, or for students who are in violation of their independent study written agreement, Charter School shall:

- e. Verify current contact information for each enrolled student;
- f. Notify parents or guardians of lack of participation within one school day of the student’s absence or lack of participation (e.g., via email, message, text, telephone, letter, etc.)
- g. Reach out to the student directly and/or parents or guardians, as well as health and social services as necessary, to determine student’s needs for re engagement; and
- h. If the student has failed to complete two (2) assignments during any period of twenty (20) schooldays or is failing to make satisfactory educational progress as defined in Section 4 herein, Charter School will schedule a pupil-parent-educator conference (a meeting involving all individuals who signed the student’s written agreement) to review the student’s written agreement and reconsider the independent study program’s impact on the student’s achievement and well-being.

7. Synchronous Instruction and Live Interaction: Based on each student’s grade level, their assigned teacher of record will schedule and offer opportunities for synchronous instruction and daily live interaction at least as frequently as set forth in subsections a-c below.

“Live interaction” means interaction between the student and Charter School staff, and may include peers, to maintain school connectedness. Examples of live interaction include check-ins, progress monitoring, provision of services, and instruction, and live interaction can be in-person or in the form of internet or telephonic communication.

“Synchronous instruction” means classroom-style instruction, designated small-group instruction, or one-on-one instruction delivered in person or in the form of internet or telephonic communication by the student’s assigned teacher of record, and involving live two-way communication.

- a. For students in grades TK-3, inclusive, their assigned teacher of record will schedule and offer opportunities for daily synchronous instruction for all pupils throughout the school year by each pupil’s assigned teacher shall be as follows:

FRCS shall make available daily “Interaction/Instruction Time” for instruction with their teacher.

- b. For students in grades 4-8, inclusive, their assigned teacher of record will schedule and offer opportunities for weekly synchronous instruction and daily live interaction between the pupil and a certificated or non-certificated employee of the Charter School and at least weekly synchronous instruction for all pupils throughout the school year by each pupil’s assigned teacher shall be as follows: FRCS shall make available daily live “Interaction” and weekly “Synchronous Instruction” with their teacher.
- c. For students in grades 9-12, inclusive, their assigned teacher of record will schedule and offer opportunities for weekly synchronous instruction for all pupils throughout the school year by each pupil’s assigned teacher shall be as follows: FRCS shall make available weekly “Synchronous Instruction” with their teacher.

**8. Request to Attend In-Person Program:** A student’s parent or guardian may request their student return to in-person instruction from independent study by making a written request to Administration or their assigned teacher of record. If a family makes such a request, Charter School will offer to help the student transition to enrollment in the in-person program offered by their district of residence within five schooldays.

**9. Written Agreement Requirements:** A current written independent study agreement for each independent study student will be maintained on file. Written agreements may include subsidiary agreements, such as course contracts and assignment and work records. Each written agreement will contain the following:

- The manner, time, frequency, and place for submitting a student’s assignments, for reporting the student’s academic progress, and for communicating with a student’s parent or guardian regarding a student’s academic progress.
- The objectives and methods of study for the student’s work, and the methods used to evaluate that work.
- The specific resources, including materials and personnel, which will be made available to the student. These resources will include confirming or providing access to all students to the connectivity and devices adequate to participate in the educational program and complete assigned work.
- A statement of the policies adopted herein regarding the maximum length of time allowed between the assignment, the level of satisfactory educational progress, and the number of missed assignments allowed prior to an evaluation of whether or not the student should be allowed to continue in independent study.
- The duration of the independent study agreement, including beginning and ending dates for the student’s participation in independent study under the agreement. No independent study agreement will be valid for any period longer than one school year.
- A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion.
- A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be

consistent with the student’s IEP or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), students in foster care or experiencing homelessness, and students requiring mental health supports.

- The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no student may be required to participate. In the case of a student who is referred or assigned to any school, class or program pursuant to EC § 48915 or 48917, the agreement also will include the statement that instruction may be provided to the student through independent study only if the student is offered the alternative of classroom instruction.
- Charter School will comply with the written independent study agreement signature requirements set forth in EC § 51747(g)(9), including:
  - i. For the 2021-22 School Year Only (Must Obtain Signatures Within 30 Days of First Day of Independent Study Instruction): Charter School will obtain a signed written agreement from the student, or the student’s parent or legal guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student no later than 30 days after the first day of instruction.
  - ii. For School Years After 2021-22 (Must Obtain Signatures Before Independent Study Instruction): Each independent study agreement will be signed, prior to the commencement of independent study, by the student, the student’s parent, legal guardian, or care giver, if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student. For purposes of this paragraph, “care giver” means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of the Family Code.

**10. Option to Request Meeting:** Before signing a written agreement, and upon the request of the parent or guardian of a student, the Charter School will conduct a phone, videoconference, or in-person pupil-parent-educator conference or other school meeting during which the student, parent or guardian, and, if requested by the student or parent, an education advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study, before making the decision about enrollment or disenrollment in the various options for learning.

- ~~3. **Current Written Agreement:** A current written agreement shall be on file for each independent study pupil, including but not limited to, all of the following:~~
- ~~• The manner, time, frequency, and place for submitting a pupil’s assignments and for reporting his or her progress. ¶~~
  - ~~• The objectives and methods of study for the pupil’s work, and the methods utilized, to evaluate that work. ¶~~
  - ~~• The specific resources, including materials and personnel, which will be made available to the pupil. ¶~~
  - ~~• A statement of the policies adopted herein regarding the maximum length of time allowed between the assignment and the completion of a pupil’s assigned work, and~~



- ~~the number of missed assignments allowed prior to an evaluation of whether or not the pupil should be allowed to continue in independent study. ¶~~
- ~~• The duration of the independent study agreement, including beginning and ending dates for the pupil's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year. ¶~~
  - ~~• A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion. ¶~~
  - ~~• The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class or program pursuant to Education Code Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction. ¶~~
  - ~~• Each written agreement shall be signed prior to the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or care giver, if the pupil is under 18 years of age, the certificated employee who has been designated as having responsibility or the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of the Family Code. ¶~~

**114. Average Daily Attendance:** It is the policy of this Board that each student is, at a minimum, expected to accomplish the following in order for the student to be counted as present/attending for Average Daily Attendance (ADA) purposes:

- Students will initial "Monthly Independent Study Log" on the school days where they have completed school work Monday through Fridays that are not school holidays. Parents/guardians will sign the monthly log under the following statement: "By signing this log, I verify that my student completed school work on these days."

**12. Recordkeeping:** Charter School will comply with all applicable recordkeeping requirements for independent study. This includes maintaining written or computer-based evidence of student engagement that includes, but is not limited to, a grade book or summary document that, for each class, lists all assignments, assessments, and associated grades.

**135. Compliance with the Education Code:** The Charter School shall comply with all applicable law regarding the delivery of independent study. (EC § 51745 et seq.; 5 C.C.R. 11700 et seq.) ~~the Education Code Sections 51745 through 51749.3 and the provision of the Charter School's Act and the State Board of Education regulation adopted there under. ¶~~

**14. Implementation of Independent Study Policy:** The Directors shall establish regulations to implement these policies in accordance with the law.