



California Pacific Charter Schools

Regular Meeting of the Board of Directors

Published on September 9, 2022 at 12:33 PM PDT

Date and Time

Tuesday September 13, 2022 at 5:00 PM PDT

MISSION STATEMENT

CalPac's mission is to support and encourage all students to relentlessly pursue their life goals by providing an accessible and inclusive personalized learning community.

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

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

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board may request assistance by contacting California Pacific Charter Schools at 949-752-0527.

Agenda

	Purpose	Presenter	Time
I. Opening Items			5:00 PM
A. Call the Meeting to Order		Board President	1 m
B. Record Attendance		Board President	1 m
Roll Call:			
Kelly Wylie, President			
Dr. Shirley Peterson, Vice President			
Tanya Rogers, Clerk			
Bill Howard, Member			

	Purpose	Presenter	Time
Jason McFaul, Member			
C. Approve Minutes		Board President	1 m
Minutes of the Regular Board meeting that was held on August 9, 2022 Minutes of the Board Study Session that was held on August 9, 2022			
Roll Call Vote: Kelly Wylie Dr. Shirley Peterson Tanya Rogers Bill Howard Jason McFaul Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____			

II. Approve Adopt/Agenda **5:03 PM**

A. Agenda	Vote	Board President	1 m
It is recommended the Board of Directors adopt as presented, the agenda for the regular Board meeting of September 13, 2022.			
Roll Call Vote: Kelly Wylie Dr. Shirley Peterson Tanya Rogers Bill Howard Jason McFaul Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____			

III. Board Governance **5:04 PM**

A. Approval of Resolution No. 2022-9-13 Recognizing a State of Emergency and Re-Authorizing Teleconferenced Meetings Pursuant to AB 361	Vote	Board President	3 m
It is recommended the Board approve Resolution No. 2022-9-13 authorizing continued use of remote teleconferencing provisions pursuant to AB 361 and Government Code section 54953.			
Option 1 BE IT FURTHER RESOLVED, that the governing board has reconsidered the circumstances of the State of Emergency and finds that COVID-19 continues to pose an imminent threat to the health and safety of the community and directly impacts the ability of the members to meet safety in person.			
Option 2 BE IT FURTHER RESOLVED, that the governing board has reconsidered the circumstances of the State of Emergency and finds that state or local officials continue to impose or recommend measures to promote social distancing.			
Roll Call Vote: Kelly Wylie Dr. Shirley Peterson Tanya Rogers Bill Howard Jason McFaul			

Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

Purpose **Presenter**

Time

IV. Public Comment - Closed Session

The public has a right to comment on any items of the closed session agenda. Members of the public will be permitted to comment on any other item within the Board’s jurisdiction under Public Comments/Recognition/Reports.

V. Adjourn to Closed Session

5:07 PM

The Board will consider and may act on any of the closed session matters.

Roll Call Vote:

- Kelly Wylie
- Dr. Shirley Peterson
- Tanya Rogers
- Bill Howard
- Jason McFaul

Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

A. Closed Session	Discuss	Board President	30 m
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Conference with Legal Counsel – Anticipated Litigation (Gov. Code section 54956.9)
Significant exposure to litigation pursuant to d(2) – 1 matter

Public Employee Performance Evaluation - Pursuant to Government Code 54956.9(d)(1)).
Performance Evaluation, CEO/Superintendent

VI. Reconvene Regular Meeting

5:37 PM

A. Report out any action taken in closed session.	Discuss	Board President	5 m
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VII. Pledge of Allegiance

VIII. Public Comments/Recognition/Reports

Please submit a Request to Speak to the Board of Directors using the chat feature on the right hand side of the Zoom platform. Please state the agenda item number that you wish to address prior to the agenda item being called by the Board President. Not more than three (3) minutes are to be allotted to any one (1) speaker, and no more than twenty (20) minutes on the same subject. This portion of the agenda is for comments, recognitions and reports to the Board and is not intended to be a question and answer period. If you have questions for the Board, please provide the Board President with a written statement and an administrator will provide answers at a later date.

IX. Correspondence/Proposals/Reports

5:42 PM

A. School Highlights, Presented by Christine Feher, CEO/Superintendent	Discuss	Christine Feher	5 m
B. Correspondence from Guerneville School District	Discuss	Christine Feher	5 m

	Purpose	Presenter	Time
Dr. Shirley Peterson Tanya Rogers Bill Howard Jason McFaul Moved by _____			
Seconded by _____	Ayes _____	Nays _____	Absent _____

XI. Business/Financial Services

5:56 PM

A. Approval of the Unaudited Actuals Financial Report 2021-2022	Vote	Shannon Green	10 m
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It is recommended the Board approve the Unaudited Actuals Financial Report dated July 1, 2021 to June 30, 2022, for California Pacific Charter Schools, Sonoma (#2037), Warner (#1758), and Los Angeles (#1751).

Roll Call Vote:

Kelly Wylie
Dr. Shirley Peterson
Tanya Rogers
Bill Howard
Jason McFaul
Moved by _____

Seconded by _____ Ayes _____ Nays _____ Absent _____

B. Approval of the Payroll and Retirement Support Contract with Charter Impact	Vote	Shannon Green	7 m
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It is recommended the Board approve the 21-month contract from October 1, 2022 to June 30, 2024, with Charter Impact for California Pacific Charter Schools, Sonoma (#2037), Warner (#1758), and Los Angeles (#1751).

Fiscal Impact: \$55,500

California Pacific Charter - Los Angeles (#1751)	\$26,412.45
California Pacific Charter - San Diego (#1758)	\$21,395.25
California Pacific Charter - Sonoma (#2037)	\$7,962.30

Roll Call Vote:

Kelly Wylie
Dr. Shirley Peterson
Tanya Rogers
Bill Howard
Jason McFaul
Moved by _____

Seconded by _____ Ayes _____ Nays _____ Absent _____

C. Approval of Purchasing Card Application and Agreement	Vote	Shannon Green	5 m
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It is recommended the Board approve the Purchasing Card Application and Agreement for California Pacific Charter Schools, Sonoma (#2037), San Diego (#1758), and Los Angeles (#1751).

Fiscal Impact: Annual cash rebate to the school to be determined.

Roll Call Vote:

Kelly Wylie
Dr. Shirley Peterson
Tanya Rogers
Bill Howard
Jason McFaul
Moved by _____

Seconded by _____ Ayes _____ Nays _____ Absent _____

D. Approval of Commercial Office Building Lease with A&R Parcel Three	Purpose Vote	Presenter Christine Feher	Time 5 m
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It is recommended the Board approve the Commercial Office Building Lease with A&R Parcel Three, effective December 1, 2022 through November 30, 2027, for California Pacific Charter Schools, Sonoma (#2037), San Diego (#1758), and Los Angeles (#1751).

Fiscal Impact:
 Total fiscal impact year one: \$57,684.00
 Total fiscal impact year two: \$59,818.00
 Total fiscal impact year three: \$61,952.00
 Total fiscal impact year four: \$69,912.00
 Total fiscal impact year five: \$72,252.00

Total fiscal impact for 5-year lease: \$321,618.00
 California Pacific Charter - Los Angeles (#1751) \$153,058.01
 California Pacific Charter - San Diego (#1758) \$123,983.74
 California Pacific Charter - Sonoma (#2037) \$44,576.25

Roll Call Vote:
 Kelly Wylie
 Dr. Shirley Peterson
 Tanya Rogers
 Bill Howard
 Jason McFaul
 Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

XII. Education/Student Services 6:23 PM

A. Approval of California Pacific Charter Schools Local Indicator Reports	Vote	Christine Feher	10 m
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It is recommended the Board approve the California Pacific Charter Schools Local Indicator Reports for California Pacific Charter Schools - Sonoma (#2037), San Diego (#1758), and Los Angeles (#1751).

Fiscal Impact: None.

Roll Call Vote:
 Kelly Wylie
 Dr. Shirley Peterson
 Tanya Rogers
 Bill Howard
 Jason McFaul
 Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

XIII. Personnel Services 6:33 PM

A. Approval of Revisions to the Employee Handbook	Vote	Corrie Amador	10 m
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It is recommended the Board approve the revisions to the Employee Handbook and direct staff to provide the revisions to all employees for acknowledgement for California Pacific Charter Schools - Sonoma (#2037), San Diego (#1758), and Los Angeles (#1751).

Fiscal Impact: None.

Roll Call Vote:
 Kelly Wylie
 Dr. Shirley Peterson
 Tanya Rogers

	Purpose	Presenter	Time
Bill Howard Jason McFaul Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____			

XIV. Calendar

The next scheduled meeting will be held virtually on October 11, 2022.

XV. Comments

6:43 PM

A. Board Comments	Discuss	Board of Directors	5 m
B. CEO/Superintendent Comments	Discuss	Christine Feher	5 m

XVI. Closing Items

6:53 PM

A. Adjourn Meeting	Vote	Board President	2 m
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Roll Call Vote:
 Kelly Wylie
 Dr. Shirley Peterson
 Tanya Rogers
 Bill Howard
 Jason McFaul
 Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

FOR MORE INFORMATION
 For more information concerning this agenda, contact
 California Pacific Charter Schools. Telephone: 949-752-0527

Coversheet

Approve Minutes

Section: I. Opening Items
Item: C. Approve Minutes
Purpose:
Submitted by:
Related Material: 2022_08_09_board_meeting_minutes.pdf
2022_08_09_board_Study Session_minutes.pdf

DRAFT



California Pacific Charter Schools

Minutes

Regular Meeting of the Board of Directors

Date and Time

Tuesday August 9, 2022 at 6:00 PM

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REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

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Directors Present

J. McFaul (remote), K. Wylie (remote), S. Peterson (remote), T. Rogers (remote), W. Howard (remote)

Directors Absent

None

Guests Present

C. Amador (remote), C. Feher (remote), L. Hath (remote), S. Green (remote)

I. Opening Items

A.

Record Attendance

B. Call the Meeting to Order

K. Wylie called a meeting of the board of directors of California Pacific Charter Schools to order on Tuesday Aug 9, 2022 at 6:12 PM.

C. Approve Minutes

J. McFaul made a motion to approve minutes by Kelly Wylie, President.
W. Howard seconded the motion.

1. Minutes of the Regular Board meeting that was held on June 21, 2022
2. Minutes of the Special Board meeting that was held on July 21, 2022

The board **VOTED** unanimously to approve the motion.

II. Approve Adopt/Agenda

A. Agenda

Kelly Wylie, President made a request to amend the agenda and pull item VII. D. Consent Policy Development Board policies from the consent section for an open discussion.

Moved by: SPeterson Seconded by: TRogers

III. Board Governance

A. Approval of Resolution No. 2022-8-9 Recognizing a State of Emergency and Re-Authorizing Teleconferenced Meetings Pursuant to AB 361

J. McFaul made a motion to approve Resolution by K. Wylie, President.
S. Peterson seconded the motion.
Option II
The board **VOTED** unanimously to approve the motion.

IV. Consent

A. Consent - Business/Financial Services

1. Check Registers and J.P. Morgan Statements - June and July 2022
2. Approval of Surplus of Electronic Devices

B. Consent - Education/Student Services

1. Approval of 2022-23 English Learner Master Plan for California Pacific Charter Schools, Sonoma (#2037), San Diego (#1758) and Los Angeles (#1751)
2. Approval of 2022-23 Student/Parent Handbook for California Pacific Charter Schools, Sonoma (#2037), San Diego (#1758) and Los Angeles (#1751)
3. Approval of 2022-23 Title 1 School- Parent/Guardian Compact for California Pacific Charter Schools, Sonoma (#2037), San Diego (#1758) and Los Angeles (#1751)

C.

Consent - Personnel Services

1. Approval of Certificated Personnel Report
2. Approval of Classified Personnel Report
3. Approval of Job Descriptions

D. Consent - Policy Development

T. Rogers made a motion to approve consent items A through C, by K. Wylie, President.
S. Peterson seconded the motion.

Moved by: TRogers Seconded by: SPeterson

K. Wylie, president opened the floor for an open discussion regarding consent item D, Policy Development, Board Policies. The Board approved item D, Policy Development.

The board **VOTED** unanimously to approve the motion.

Board Policies: Reviewed

The following are current policies being brought to the Board without changes for approval.

6000 Series - Instruction

- 6005-CPCS Parent and Family Engagement Policy
- 6015-CPCS Comprehensive Sexual Health Education Policy
- 6035-CPCS Mathematics Placement Policy
- 6070-CPCS SPED Independent Educational Evaluation Policy
- 6075-CPCS SPED Certificate of Completion Policy
- 6095-CPCS Policy on Repeating Courses

9000 Series - Board By-Laws

- 9310-CPCS Board Policies
- 9322-CPCS Agenda/Meeting Materials
- 9323-CPCS Meeting Conduct
- 9323.1-CPCS Actions by the Board
- 9324-CPCS Minutes and Recordings
- 9400-CPCS Board Self Evaluation

Board Policies: Revised

The following are current policies that have been revised to provide clarity or alignment with changes in law or procedures.

5000 Series - Students

- 5045-CPCS Acceptable Use Policy
- 5050-CPCS Academic Integrity Policy

6000 Series - Instruction

- 6010-CPCS Independent Study Policy
- 6020-CPCS Education for Homeless Youth Policy
- 6025-CPCS Section 504 Policy
- 6030-CPCS Education for Foster Youth Policy
- 6040-CPCS Local Assessment Policy
- 6050-CPCS Virtual Proctoring Policy
- 6055-CPCS Adequate Progress Policy
- 6060-CPCS SPED Formal Assessment Request Policy
- 6115-CPCS Attendance and Involuntary Removal Policy
- 6125-CPCS TK-8 Grade Report Policy

9000 Series - Board By-Laws

9250-CPCS Remuneration, Reimbursement and Other Benefits Policy

Board Policies: Revoked

The following are current policies which are no longer applicable and should therefore be revoked.

3000 Series - Business/Non-Instructional

3100-CPCS Vendor Code of Conduct

3105-CPCS Education Partner Risk Management Policy

3110-CPCS Education Partner Application/Pre-Approval

3115-CPCS General Terms of the Purchase Order

3120-CPCS Name and Logo Use Policy

6000 Series - Instruction

6065-CPCS SPED PIN Process for Missed Services Policy

6105/6110-CPCS Virtual Meeting Policy

6205-CPCS Interim Policy for Mitigation of Student Hardship Caused by COVID-19

V. Education/Student Services

A. Approval of Memorandum of Understanding (MOU) between California Pacific Charter Schools and the San Diego County Office of Education for the Middle School Aspire Network

S. Peterson made a motion to approve the MOU between California Pacific Charter Schools and the San Diego County Office of Education for the Middle School Aspire Network, by K. Wylie, President.

J. McFaul seconded the motion.

The board **VOTED** unanimously to approve the motion.

VI. Personnel Services

A. Approval of Memorandum of Understanding (MOU) between Azusa Pacific University and California Pacific Charter Schools for Practicum Students, Student Teachers, and Interns

J. McFaul made a motion to approve MOU between Azusa Pacific University and California Pacific Charter Schools for Practicum Students, Student Teachers, and Interns, by K. Wylie, President.

W. Howard seconded the motion.

The board **VOTED** unanimously to approve the motion.

VII. Policy Development

A. Approval of New Board Policies

S. Peterson made a motion to approve new Board Policies, by K. Wylie, President.

T. Rogers seconded the motion.

The board **VOTED** unanimously to approve the motion.

Board Policies: New

1000 Series - Community Relations

1010-CPCS Civility Policy

5000 Series - Instruction

5130-CPCS Damaged or Lost Instructional Materials Policy

6000 Series - Students
6210-CPCS Graduation Policy

B. Approval to Amend Board Policy 9250-CPCS Remuneration, Reimbursement and Other Benefits - Monthly Compensation Rate for 2022-23

J. McFaul made a motion to amend Board Policy 9250, by K. Wylie, President.
S. Peterson seconded the motion.
Approved the amendment to paragraph two.

Moved by: TRogers Seconded by: BHoward
The Board made a recommendation to increase the annual monthly compensation rate by \$100 to a monthly compensation rate of \$600, retroactive to July 1, 2022.

All the Board Members agreed to approve.
The board **VOTED** unanimously to approve the motion.

VIII. Board Comments

A. The Board thanked the CPCS staff for their hard work.

IX. Superintendent/CEO Comments

A. The Superintendent/CEO thanked the CPCS staff and Board for their hard work. She is looking forward the new school year.

X. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:24 PM.

Respectfully Submitted,
K. Wylie

Documents used during the meeting

- Minutes - CPCS 6.21.22.pdf
- Minutes - CPCS Special Board Mtg 7.21.22 (v2).pdf
- Resolution 2022-8-9 CPCS re-authorizing-AB-361_8.9.22.pdf
- July 22-23 LA School Highlights.pdf
- July 22-23 SD School Highlights.pdf
- July 22-23 SO School Highlights.pdf
- Acton-Agua Dulce USD letter.pdf
- Cal Pac Governance Letter.pdf
- Charter Industry Tools.pdf
- CALPAC 2022-23 45-Day Revise (BOARD).pdf
- 06.2022 44 CAL-PAC-SD Check Register.pdf

- 06.2022 55 CAL-PAC-LA Check Register.pdf
- 06.2022 95 CAL-PAC-SO Check Register.pdf
- 2022.06.30 J.P. Morgan Statement June 2022.pdf
- 07.2022 55 CAL-PAC-LA Check Register.pdf
- 07.2022 95 CAL-PAC-SO Check Register.pdf
- 07.2022 44 CAL-PAC-SD Check Register.pdf
- 2022.07.31 J.P. Morgan Statement July 2022.pdf
- August Board Surplus_Ewaste Chromebooks.pdf
- California Pacific Charter 2022-2023 English Learner Master Plan.pdf
- 22-23_CalPac Parent_Student Handbook FINAL FOR APPROVAL.pdf
- Title 1 School-Parent_Guardian Compact.pdf
- DRAFT Lead Tutor Board Approval August 2022.docx.pdf
- DRAFT School Counselor Board Approval August 2022.docx.pdf
- CPCS BUS Revised Board Policies August 9, 2022.pdf
- cpcs_-_3100_education_partner_code_of_conduct.pdf
- cpcs_-_3105_education_partner_risk_management_policy.pdf
- cpcs_-_3110_education_partner_application_and_pre_approval.pdf
- cpcs_-_3115_education_partner_terms_and_conditions_of_the_purchase_order_policy.pdf
- cpcs_-_3120_name_and_logo_use_policy.pdf
- CPCS - 5045 Acceptable Use Policy (1).pdf
- CPCS - 5045 Acceptable Use Policy_redline_8_9_2022.pdf
- CPCS - 5050 Academic Integrity Policy.pdf
- CPCS - 5050 Academic Integrity Policy_redline_8_9_2022.pdf
- CPCS - 6005 Parent and Family Engagement Policy .docx (1).pdf
- CPCS - 6010 INDEPENDENT STUDY POLICY.pdf
- CPCS - 6010 INDEPENDENT STUDY POLICY_redline8_9_2022.pdf
- CPCS - 6015 COMPREHENSIVE SEXUAL HEALTH EDUCATION POLICY.docx.pdf
- CPCS - 6020 Education for Homeless Children and Youth Policy .docx.pdf
- CPCS - 6020 Education for Homeless Children and Youth Policy_redline_8_9_2022.pdf
- CPCS - 6025 Section 504 Policy.docx.pdf
- CPCS - 6025 Section 504 Policy_redline_8_9_2022.pdf
- CPCS - 6030 Education for Foster and Mobile Youth Policy.pdf
- CPCS - 6030 Education for Foster and Mobile Youth Policy_redline8_9_2022.pdf
- CPCS - 6035 Math Placement Policy.pdf
- CPCS - 6040 Local Assessment Policy .pdf
- CPCS - 6040 Local Assessment Policy_redline_8_9_2022.pdf
- CPCS - 6050 Virtual Proctoring Policy .pdf
- CPCS - 6050 Virtual Proctoring Policy_redline_8_9_2022.pdf
- CPCS - 6055 Adequate Progress Policy.docx.pdf
- CPCS - 6055 Adequate Progress Policy_redline_8_9_2022.pdf
- CPCS - 6060 Special Education Assessment Request Policy .docx.pdf
- CPCS - 6060 Special Education Assessment Request Policy_redline_8_9_2022.pdf
- CPCS - 6065 Special Education Process for Missed Services Policy_.docx.pdf

- CPCS - 6070 Special Education Independent Educational Evaluation Policy.docx.pdf
- CPCS - 6075 Special Education Certificate of Completion Policy.docx (1).pdf
- CPCS - 6095 Repeated Courses Policy.docx.pdf
- CPCS - 6105_6110 Virtual Learning Period Meeting Policy.pdf
- CPCS - 6115 Attendance Policy.docx.pdf
- CPCS - 6115 Attendance Policy_redline_8_9_2022.pdf
- CPCS - 6125 TK-12th Grade Report Card Policy .docx.pdf
- CPCS - 6125 TK-12th Grade Report Card Policy_redline_8_9_2022.pdf
- CPCS - 6205 Interim Policy for Mitigation of Student Hardship Caused by COVID-19 (AB 104).docx.pdf
- CPCS BB 9250 Remuneration, Reimbursement and Other Benefits_.docx_redline_8_9_2022.pdf
- CPCS BB 9250 Remuneration, Reimbursement and Other Benefits_.docx.pdf
- CPCS_BB_9310_Board_Policies_.docx.pdf
- CPCS_BB_9322__Agenda_Meeting_Materials.docx.pdf
- CPCS_BB_9323__Meeting_Conduct.docx.pdf
- CPCS_BB_9323.1_Actions_by_the_Board.docx.pdf
- CPCS_BB_9324_Minutes_and_Recordings.docx.pdf
- CPCS_BB_9400_Board_Self_Evaluation.docx.pdf
- CA Pacific Charter MOU- Data Sharing 2022-23.pdf
- California Pacific Charter Schools_Azusa Pacific MOU 2022.pdf
- CPCS - 1010 Civility Policy.docx.pdf
- CPCS - 5130 Damaged or Lost Instructional Materials.pdf
- CPCS- 6210 Graduation Policy.docx.pdf
- CPCS_BB_9250_Remuneration__Reimbursement_and_Other_Benefits_.docx.pdf
- CPCS_BB_9250_Remuneration__Reimbursement_and_Other_Benefits_.docx_redline_8_9_2022.pdf

FOR MORE INFORMATION

For more information concerning this agenda, contact
California Pacific Charter Schools. Telephone: 949-752-0527

DRAFT



California Pacific Charter Schools

California Pacific Charter Schools

Minutes

Board of Directors Study Session

Date and Time

Tuesday August 9, 2022 at 5:00 PM

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Directors Present

J. McFaul (remote), S. Peterson (remote), T. Rogers (remote), W. Howard (remote)

Directors Absent

K. Wylie

Guests Present

C. Feher (remote), K. Madden (remote), L. Hath (remote)

I. Opening Items

A.

Record Attendance

B. Call the Meeting to Order

S. Peterson called a meeting of the board of directors of California Pacific Charter Schools to order on Tuesday Aug 9, 2022 at 5:01 PM.

II. Oral Presentations

A. Information/Presentation

Kurt Madden, Board Consultant presented the Board Evaluation. (attached).

III. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:05 PM.

Respectfully Submitted,
K. Wylie

Documents used during the meeting

- CPCS Board Evaluation 2021-22_8.9.22.pdf

FOR MORE INFORMATION

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California Pacific Charter Schools. Telephone: 949-752-0527

Coversheet

Approval of Resolution No. 2022-9-13 Recognizing a State of Emergency and Re-Authorizing Teleconferenced Meetings Pursuant to AB 361

Section: III. Board Governance
Item: A. Approval of Resolution No. 2022-9-13 Recognizing a State of
Emergency and Re-Authorizing Teleconferenced Meetings Pursuant to AB 361
Purpose: Vote
Submitted by:
Related Material:
3.1a AMENDED-CPCS Resolution-re-authorizing-AB-361_9.13.22.docx.pdf

BACKGROUND:

In response to the COVID-19 Pandemic, Governor Newsom signed AB 361 into law, permitting public agencies to continue conducting meetings remotely in the following circumstances:

1. There is a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing; or
2. There is a proclaimed state of emergency, and the local agency's meeting is for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or
3. There is a proclaimed state of emergency, and the local agency has determined, by majority vote, that as a result of the emergency meeting in person would present an imminent risk to the health or safety of attendees.

RECOMMENDATION:

It is recommended the Board adopt Resolution 2022-9-13, to make a finding that the current circumstances meet the requirements of AB 361 and Government Code section 54953 for the California Pacific Charter Schools Board of Directors to conduct meetings virtually/remotely.

Fiscal Impact: None.



**RESOLUTION RECOGNIZING A STATE OF EMERGENCY AND RE-AUTHORIZING
TELECONFERENCED MEETINGS PURSUANT TO AB 361**

CALIFORNIA PACIFIC CHARTER SCHOOLS GOVERNING BOARD

RESOLUTION NO. 2022-9-13

WHEREAS, in response to the novel coronavirus ("COVID-19") pandemic, Governor Newsom adopted a series of Executive Orders allowing the legislative bodies of local governments to meet remotely via teleconference so long as other provisions of the Ralph M. Brown Act ("Brown Act") were followed; and

WHEREAS, on Sept. 16, 2021, Governor Newsom signed AB 361, which immediately amended the Brown Act allowing governing boards to continue holding virtual meetings outside the teleconferencing requirements of Government Code section 54953(b), if the board makes a finding that there is a proclaimed State of Emergency, and either (1) state or local officials have imposed or recommended social distancing measures, or (2) meeting in person would present imminent risks to the health or safety of attendees due to the emergency; and

WHEREAS, on March 4, 2020, Governor Newsom declared a statewide emergency arising from COVID-19 pursuant to Government Code section 8625; and

WHEREAS, on October 12, 2021, the governing board of the California Pacific Charter Schools Board of Directors passed Resolution 2021-10-12 pursuant to AB 361, and

WHEREAS, AB 361 requires governing boards to make findings every 30 days that the board has reconsidered the circumstances of the State of Emergency and that either the State of Emergency continues to directly impact the ability of the members to meet safely in person, or state or local officials continue to impose or recommend measures to promote social distancing; and

NOW THEREFORE, BE IT RESOLVED, that the recitals set forth above are true and correct and fully incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED, that the governing board of the California Pacific Charter Schools Board of Directors recognizes that a State of Emergency in the State of California continues to exist due to the COVID-19 pandemic.

[OPTION 1] BE IT FURTHER RESOLVED, that the governing board has reconsidered the circumstances of the State of Emergency and finds that COVID-19 continues to pose an imminent threat to the health and safety of the community and directly impacts the ability of the members to meet safely in person.

[OPTION 2] BE IT FURTHER RESOLVED, that the governing board has reconsidered the circumstances of the State of Emergency and finds that state or local officials continue to impose or recommend measures to promote social distancing.

BE IT FURTHER RESOLVED, the governing board of the California Pacific Charter Schools Board of Directors authorizes the use of teleconferencing for all meetings in accordance with Government Code section 54953(e) and all other applicable provisions of the Brown Act, for a period of thirty (30) days from the adoption of this resolution, or such a time that the Governing Board adopts a subsequent resolution in accordance with Government Code section 54953(e)(3).

Adopted this 13th day of the month of September in 2022.

AYES

NOES

ABSENT

ABSTAIN

Signed:

Signed:

Kelly Wylie
President, Governing Board

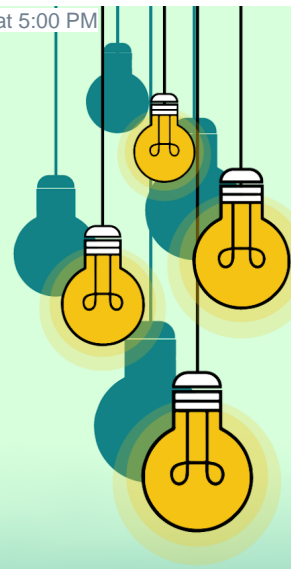
Tanya Rogers
Clerk, Governing Board

Coversheet

School Highlights, Presented by Christine Feher, CEO/Superintendent

Section: IX. Correspondence/Proposals/Reports
Item: A. School Highlights, Presented by Christine Feher, CEO/Superintendent
Purpose: Discuss
Submitted by:
Related Material: August 22-23 SO School Highlights.pdf
August 22-23 LA School Highlights.pdf
August 22-23 SD School Highlights.pdf

CPCS SONOMA SCHOOL HIGHLIGHTS



August 2022

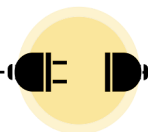
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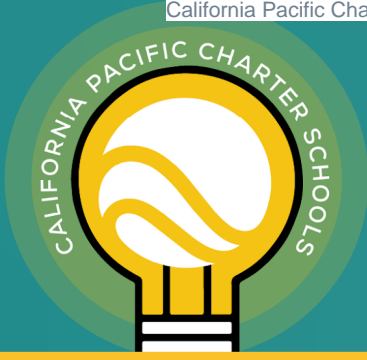
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SONOMA

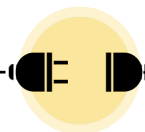
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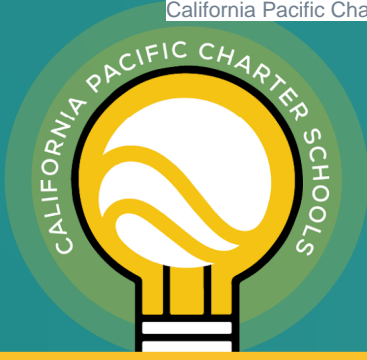
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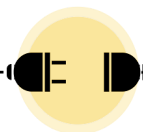
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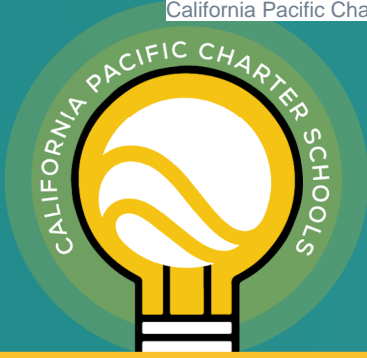
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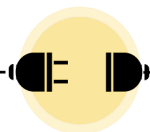
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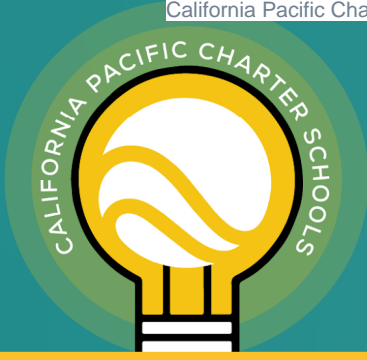
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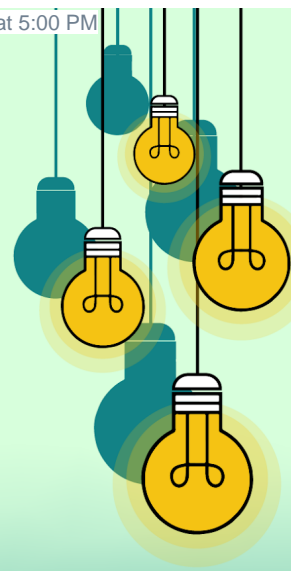
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CPCS LOS ANGELES SCHOOL HIGHLIGHTS



August 2022

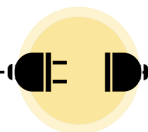
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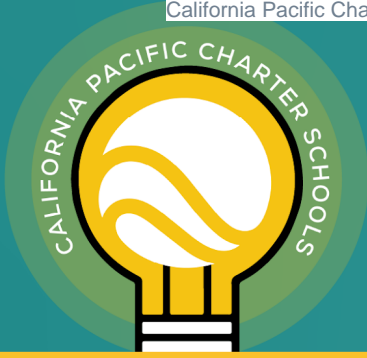
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LOS ANGELES

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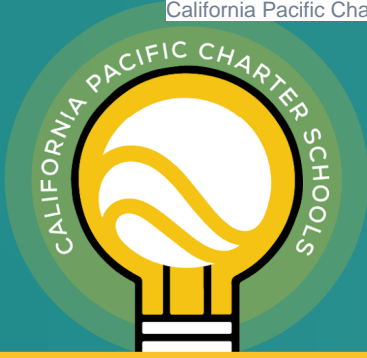
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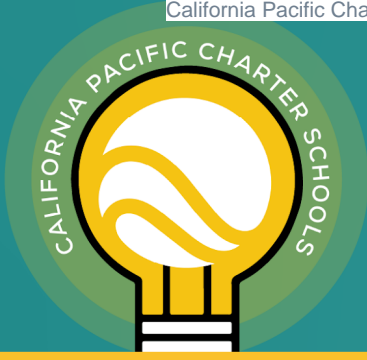
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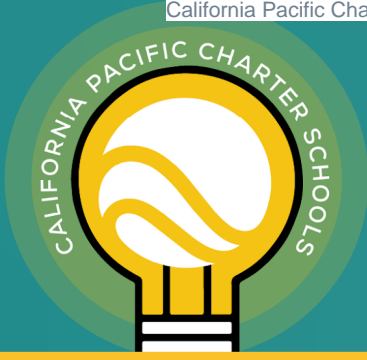
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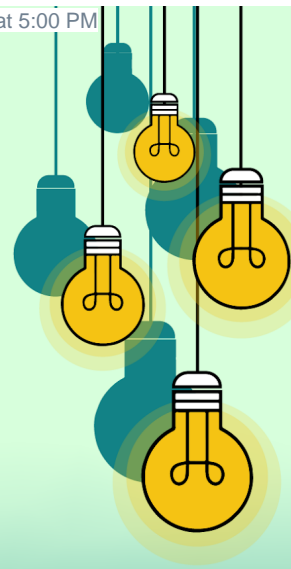
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CPCS SAN DIEGO SCHOOL HIGHLIGHTS



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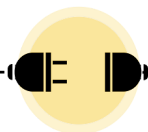
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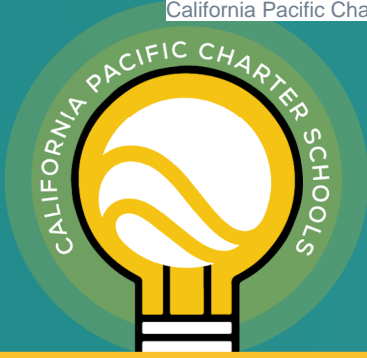
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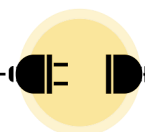
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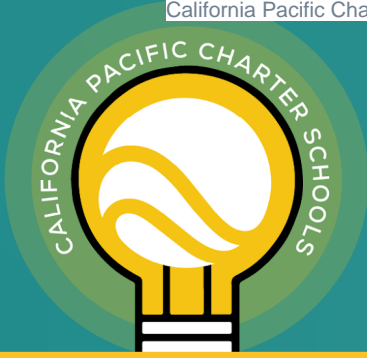
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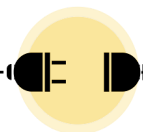
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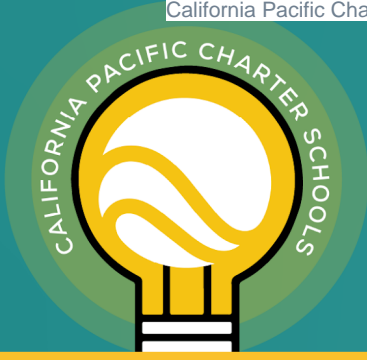
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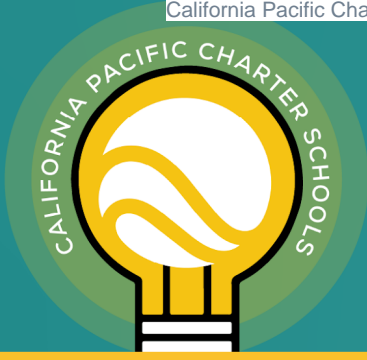
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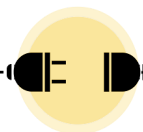
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Coversheet

Correspondence from Guerneville School District

Section:	IX. Correspondence/Proposals/Reports
Item:	B. Correspondence from Guerneville School District
Purpose:	Discuss
Submitted by:	
Related Material:	22-23 Budget Review.pdf CalPac LCAP 22-23 approval Letter (1) (1).pdf



14630 Armstrong Wood Road
Guerneville, CA 95446
707.869.2864
Fax 707.869.3149
guernevilleschool.org

8/31/2022

Christine Feher
Superintendent, California Pacific Charter Sonoma
100 E San Marcos Blvd Ste. 350
San Marcos, CA 92069

Re: Budget Review

Dear Christine:

In accordance with Education Code Section 47604.32, as the authorizing district, the Guerneville School District has the responsibility to monitor the fiscal condition of California Pacific Charter School Sonoma. We have received and examined California Pacific Charter Sonoma's 2022-23 Budget as well as the provided backup data.

Based on our review and analysis, we are satisfied that the Budget Report submitted and approved by the charter school's board, accurately reflects the financial status of the school and is consistent with the State's Criteria and Standards. We agree with the Budget submitted, with our comments outlined below.


The budget has been created reflecting the Governor's May Revise as presented in May. The budget reflects a significant decrease in ADA from 155.7 to 106.95, a 48.75 ADA reduction. This is a conservative projection and is also taking into account the elimination of the Home School program for 2022-23. The same projection of 106.95 is included in all 3 years. An advertising campaign has been started for 2022-23 that will hopefully change this decline in enrollment. Staffing reflects changes in certificated staffing to address the home schooling program, and a bigger change in classified staffing due to including the former CSO services being brought in house. The offset of CSO fees is reflected in the reduction of other services and operating expenditures.

The multi-year projection provided assumes 106.95 ADA in each year. The charter estimates a positive ending balance and reserve estimates from 45.5% in 2022-2023 to 48.27% in 2024-2025. Cash flow estimates a positive cash balance at the end of the fiscal year. The charter is being conservative in its projections, and now that the Governor's budget has been approved, we look forward to reviewing the 45 Day revise to see the positive impacts to the budget.

LCAP Review: The district has reviewed and approved the LCAP submitted and a letter reflecting the review and approval was sent under separate cover.

We want to acknowledge and express our appreciation to the charter's staff, and the governing board for their diligence and hard work. If you have any questions regarding our review process, please feel free to contact our office.

Sincerely,


Cherie Cahn
Chief Business Official
Guerneville School District

cc: Board of Education, Guerneville School District
Dana Pedersen, Superintendent, Guerneville School District
Michelle Panizzera, SCOE Fiscal Advisor

Equal Opportunity Employer



14630 Armstrong Wood Road
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 707.869.2864
 Fax 707.869.3149
 guernevilleschool.org

September 1, 2022

Christine Feher, Executive Director

California Pacific Charter-Sonoma
 4101 Birch Street/Ste. 150
 Newport Beach, CA 92660

RE: 2022-2023 Local Control Accountability Plan (LCAP)

California Pacific Charter-Sonoma (CPCS)/Charter School #2037

Dear Ms. Feher,

We appreciate and acknowledge the significant and collaborative effort of your charter school community, staff, and board of directors in developing California Pacific Charter-Sonoma's Local Education Agency) LCAP during these fluid times.

The Local Control Funding Formula (LCFF) is a substantial reform of California school funding, drawing a focus on student achievement, particularly for our most at-risk students (e.g. English Learners, Low Income, and Foster Youth). The Local Control Accountability Plan (LCAP) is a comprehensive planning tool in which our communities address the instructional needs of all students and additional services for children in poverty, English learners, and foster youth.

The fiscal oversight responsibilities of the Guerneville School District, as the charter school authorizer, are combined with County Office of Education (COE) review and approval of the school's goals, actions, and services within the Board approved LCAP (Education Code 52070). Per state requirements, the LEA's LCAP is reviewed on three criteria:

1. Adherence to the State Board of Education Templates (Education Code Section 52064)
2. Sufficient Expenditures in Budget to Implement the LCAP
3. Adherence to State Board of Education Expenditure Regulations (Education Code Section 42238.07)

The charter school's adopted LCAP has been analyzed in the context of the guidance provided by the California County Superintendents Educational Services Association (CCSESA) and the California Department of Education (CDE).

Based on our analysis, the charter school's 2022-2023 Local Control and Accountability Plan **meets all of the above criteria** as outlined in Education Code Section 52070. CPCS is especially recognized for utilizing a process that continually assesses the progress of each planned action and identifying its effectiveness in achieving the expected annual measurable outcomes related to each goal specified in the Local Control and Accountability Plan (LCAP). This approach will strongly serve this relatively new and ever-developing school in identifying leading indicators for progress on goals and further developing systems to monitor those indicators throughout the year as first-time baseline data (i.e. chronic absenteeism, CAASPP, school completion rates, etc.) becomes available to the school. California Pacific Charter's **CARES** (Community, Accessible, Rigorous, Engaging and Supportive) Vision is making intentional impact on the students you serve.



14630 Armstrong Wood Road
Guerneville, CA 95446
707.869.2864
Fax 707.869.3149
guernevilleschool.org

In addition, all requirements for the 2021-2022 Annual LCAP Update and the 2022-2023 LCFF Budget Overview for Parents have also been successfully met.

The Guerneville School District strives to be a charter school resource to you and your staff as you exercise this expanded local control over your educational programs and the resources provided to finance them. Please feel free to contact me or business services, Cherie Cahn, should you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Dana Pedersen". The signature is fluid and cursive.

Dana Pedersen
Administrator On Special Assignment (AOSA)
Guerneville School District- Authorizing Agency
dpedersen@guernevilleschool.org

C:

California Pacific Charter-Sonoma Board of Directors
Cherie Cahn/Chief Business Official
Joelene Morasch: GSD Superintendent /Principal
Sonoma County Office Of Education/ Business Services

Coversheet

Consent - Business/Financial Services

Section: X. Consent
Item: A. Consent - Business/Financial Services
Purpose: Vote
Submitted by:
Related Material: 08.2022 44 CAL-PAC-SD Check Register.pdf
08.2022 55 CAL-PAC-LA Check Register.pdf
08.2022 95 CAL-PAC-SO Check Register.pdf
2022.08.31 J.P. Morgan Statement August 2022.pdf

Company Name: California Pacific Charter - San Diego
Report Name: Check Register
Created On: 9/1/2022
Location: 44--California Pacific Charter - San Diego

Bank	Date	Vendor	Document No	Amount Applied	Memo	Location
CHASE 1781 - Chase Bank	Account No: 505911781					
	8/1/2022	IRVI000--Irvine Four, LLC		1,708.80	August rent payment	44--California Pacific Charter - San Diego
	8/2/2022	EDGE000--Edgenuity	20137000920	90,723.57	Curriculum for 2023-2024 SY	44--California Pacific Charter - San Diego
		EDGE000--Edgenuity	20137000920	90,723.57	Curriculum for 2024-2025 SY	44--California Pacific Charter - San Diego
		EDGE000--Edgenuity	20137000920	90,723.57	Curriculum for 2022-2023 SY	44--California Pacific Charter - San Diego
	8/3/2022	CALI003--CALIFORNIA CHOICE	101370577	44,603.66	August Medical Premiums	44--California Pacific Charter - San Diego
	8/3/2022	ALPE001--Alpenspruce Education Solutions, Inc	101370578	5,830.68	licenses for 22/23 SY Professional Development	44--California Pacific Charter - San Diego
	8/3/2022	ERIC000--Erickson Law Firm	101370574	709.57	Legal fees for June 2022	44--California Pacific Charter - San Diego
	8/3/2022	ECCI000--ECC Imaging LLC.	101370576	3.31	Usage overage charge	44--California Pacific Charter - San Diego
	8/3/2022	CCSA001--California Charter Schools Associatio	20137000922	3,710.43	Membership for the 22/23 SY	44--California Pacific Charter - San Diego
	8/3/2022	PRES000--PresenceLearning, Inc.	20137000921	7,228.12	Services for 22/23 SY	44--California Pacific Charter - San Diego
	8/5/2022	METL001--MetLife Small Business Center	101370579	10,173.37	July and August insurance	44--California Pacific Charter - San Diego
	8/8/2022	COXB000--Cox Business	101370580	79.75	Internet Charges : Jul 22 , 2022 - Aug 21 , 2022	44--California Pacific Charter - San Diego
	8/8/2022	PARC000--Parchment LLC	20137000924	722.81	Annual subscription for 22/23 SY	44--California Pacific Charter - San Diego
	8/8/2022	STAP001--Staples Technology Solutions	20137000923	433.33	Computer for C. Amador	44--California Pacific Charter - San Diego
	8/9/2022	PHIL000--Philadelphia Insurance Companies	20137000926	1,497.51	25% Installment Insurance 7/1/22-6/30/23	44--California Pacific Charter - San Diego
	8/9/2022	KMED001--KM Educational Consulting and Exec	20137000925	867.37	Professional Services - July	44--California Pacific Charter - San Diego
	8/11/2022	BERK000--Berkshire Hathaway		2,023.56	Workers Comp Premium	44--California Pacific Charter - San Diego
	8/11/2022	ALPH000--Alpha Vision, Inc.	101370581	146.10	- Suite Cloud to Cloud Email and Drive Backup	44--California Pacific Charter - San Diego
	8/12/2022	CALI003--CALIFORNIA CHOICE	101370589	58,351.07	SEPTEMBER Medical Premiums	44--California Pacific Charter - San Diego
	8/12/2022	AHRS001--Acacia HR Solutions	20137000939	186.07	HR Consulting June 2022	44--California Pacific Charter - San Diego
		AHRS001--Acacia HR Solutions	20137000939	4,016.53	HR Consulting July 2022	44--California Pacific Charter - San Diego
	8/12/2022	CALE001--Calendly	20137000937	1,879.78	Professional Yearly Subscription 22/23	44--California Pacific Charter - San Diego
	8/12/2022	SEAS001--Carly Stone (Sea Stone Productions)	20137000938	992.40	Production video for 2022 graduation ceremony	44--California Pacific Charter - San Diego
	8/12/2022	YMCL000--Law Offices of Youna, Minney & Corr	101370584	1,702.87	Legal services in July	44--California Pacific Charter - San Diego
	8/12/2022	YMCL000--Law Offices of Youna, Minney & Corr	101370588	346.95	Personnel Conference for Feher and Amador	44--California Pacific Charter - San Diego
	8/12/2022	SANJ000--San Joaquin County Office of Educati	101370585	192.75	CLIVE Registration - Romy Mason (10.12.2022)	44--California Pacific Charter - San Diego
	8/12/2022	EVER000--Evergreen Educational Group	101370587	192.37	DLAC conference for Christine Feher	44--California Pacific Charter - San Diego
	8/12/2022	DELA000--De Lae Landen Financial Services Ir	101370583	136.80	Copier lease for August 2022	44--California Pacific Charter - San Diego
	8/12/2022	NWEA001--NWEA	20137000931	86.73	Conference for Rineberg, Zemmer, Chamberlain	44--California Pacific Charter - San Diego
	8/12/2022	NWEA001--NWEA	20137000930	86.73	Conference for Rineberg, Russell, Hess	44--California Pacific Charter - San Diego
	8/12/2022	NWEA001--NWEA	20137000936	86.73	Conference for Rineberg, Zemmer, Chamberlain	44--California Pacific Charter - San Diego
	8/12/2022	NWEA001--NWEA	20137000934	86.73	Conference for Rineberg, Zemmer, Chamberlain	44--California Pacific Charter - San Diego
	8/12/2022	NWEA001--NWEA	20137000933	86.73	Conference for Rineberg, Zemmer, Chamberlain	44--California Pacific Charter - San Diego

Company Name: California Pacific Charter - San Diego
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	8/1/2022	IRVI000--Irvine Four, LLC		1,708.80	August rent payment	44--California Pacific Charter - San Diego
	8/2/2022	EDGE000--Edgenuity	20137000920	90,723.57	Curriculum for 2023-2024 SY	44--California Pacific Charter - San Diego
		EDGE000--Edgenuity	20137000920	90,723.57	Curriculum for 2024-2025 SY	44--California Pacific Charter - San Diego
	8/12/2022	EDGE000--Edgenuity	20137000920	90,723.57	Curriculum for 2022-2023 SY	44--California Pacific Charter - San Diego
		NWEA001--NWEA	20137000935	86.73	Conference for Rineberg, Zemmer, Chamberlain	44--California Pacific Charter - San Diego
	8/12/2022	NWEA001--NWEA	20137000932	86.73	Conference for Rineberg, Zemmer, Chamberlain	44--California Pacific Charter - San Diego
	8/12/2022	DANI001--Danielle Carbonetta	101370586	45.31	Meal reimbursements for meetings- 21/22 SY	44--California Pacific Charter - San Diego
	8/12/2022	DELA000--De Lage Landen Financial Services Ir	101370582	23.47	Copier property tax	44--California Pacific Charter - San Diego
	8/15/2022	WORL000--Worldwide Express	101370591	88.65	Shipping to students and staff	44--California Pacific Charter - San Diego
	8/15/2022	WORL000--Worldwide Express	101370590	1.55	Shipping fees for students and staff	44--California Pacific Charter - San Diego
		WORL000--Worldwide Express	101370590	13.24	Shipping fees for students and staff	44--California Pacific Charter - San Diego
		WORL000--Worldwide Express	101370590	29.38	Shipping fees for students and staff	44--California Pacific Charter - San Diego
	8/17/2022	SANJ000--San Joaquin County Office of Educati	101370597	424.05	Conference for Akridae and Goldbach	44--California Pacific Charter - San Diego
	8/17/2022	ACCR000--Accrediting Commission for Schools	101370593	1,610.00	Qual Accreditation Membership Fee : 2022-2023	44--California Pacific Charter - San Diego
	8/17/2022	WORL000--Worldwide Express	101370592	113.26	Postage for CPC-SD	44--California Pacific Charter - San Diego
	8/17/2022	AMAZ000--Amazon	20137000945	9.47	Office supplies for mailing	44--California Pacific Charter - San Diego
	8/17/2022	AMAZ000--Amazon	20137000968	7.37	Book for Admin- Chamberlain	44--California Pacific Charter - San Diego
	8/17/2022	AMAZ000--Amazon	20137000946	7.30	Book for Admin team- Rineberg	44--California Pacific Charter - San Diego
	8/17/2022	AMAZ000--Amazon	20137000947	7.24	Book for Admin Team- Amador	44--California Pacific Charter - San Diego
	8/17/2022	AMAZ000--Amazon	20137000948	7.24	Book for Admin team- Akridae	44--California Pacific Charter - San Diego
	8/17/2022	AMAZ000--Amazon	20137000966	6.29	Book for Admin Team- Zemmer	44--California Pacific Charter - San Diego
	8/17/2022	AMAZ000--Amazon	20137000950	6.29	Book for Admin Team- Phipps	44--California Pacific Charter - San Diego
	8/17/2022	AMAZ000--Amazon	20137000949	6.23	Book for Admin Team- Carbonetta	44--California Pacific Charter - San Diego
	8/17/2022	AMAZ000--Amazon	20137000943	5.10	Supplies for office/tech cleaning	44--California Pacific Charter - San Diego
	8/17/2022	FUEL001--FuelEd	20137000971	1,310.35	ELL Supplemental Program for 22/23 SY	44--California Pacific Charter - San Diego
	8/17/2022	AMAZ000--Amazon	20137000941	53.58	Business Prime membership	44--California Pacific Charter - San Diego
	8/17/2022	AMAZ000--Amazon	20137000969	36.05	Printer ink for Danielle Carbonetta	44--California Pacific Charter - San Diego
	8/17/2022	AMAZ000--Amazon	20137000940	30.04	Ink for tech support	44--California Pacific Charter - San Diego
	8/17/2022	AMAZ000--Amazon	20137000944	25.54	Cleaning supplies for tech support	44--California Pacific Charter - San Diego
	8/17/2022	AMAZ000--Amazon	20137000942	18.04	Office supplies	44--California Pacific Charter - San Diego
	8/17/2022	AMAZ000--Amazon	20137000958	10.29	office supplies for tech support	44--California Pacific Charter - San Diego
	8/17/2022	AMAZ000--Amazon	20137000965	10.04	Book for Admin- Wylie	44--California Pacific Charter - San Diego
	8/17/2022	AMAZ000--Amazon	20137000964	9.97	Book for Admin- Chamberlain	44--California Pacific Charter - San Diego
	8/17/2022	AMAZ000--Amazon	20137000959	9.90	Book for Admin- Howard	44--California Pacific Charter - San Diego

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	8/1/2022	IRVI000--Irvine Four, LLC		1,708.80	August rent payment	44--California Pacific Charter - San Diego
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		EDGE000--Edgenuity	20137000920	90,723.57	Curriculum for 2024-2025 SY	44--California Pacific Charter - San Diego
	8/17/2022	EDGE000--Edgenuity	20137000920	90,723.57	Curriculum for 2022-2023 SY	44--California Pacific Charter - San Diego
		AMAZ000--Amazon	20137000957	9.90	Book for Admin- Phipps	44--California Pacific Charter - San Diego
	8/17/2022	AMAZ000--Amazon	20137000960	9.90	Book for Admin- Zemmer	44--California Pacific Charter - San Diego
	8/17/2022	AMAZ000--Amazon	20137000954	9.88	Book for Admin- Rineberg	44--California Pacific Charter - San Diego
	8/17/2022	AMAZ000--Amazon	20137000952	9.81	Book for Admin- Akridge	44--California Pacific Charter - San Diego
	8/17/2022	AMAZ000--Amazon	20137000963	9.81	Book for Admin- Peterson	44--California Pacific Charter - San Diego
	8/17/2022	AMAZ000--Amazon	20137000951	9.81	Book for Admin- Amador	44--California Pacific Charter - San Diego
	8/17/2022	AMAZ000--Amazon	20137000953	9.81	Book for Admin- McFaul	44--California Pacific Charter - San Diego
	8/17/2022	AMAZ000--Amazon	20137000955	9.81	Book for Admin- Feher	44--California Pacific Charter - San Diego
	8/17/2022	AMAZ000--Amazon	20137000962	9.81	Book for Admin- Carbonetta	44--California Pacific Charter - San Diego
	8/17/2022	AMAZ000--Amazon	20137000970	9.81	Book for Admin- Rogers	44--California Pacific Charter - San Diego
	8/18/2022	STAP001--Staples Technology Solutions	20137000974	3,969.44	Laptops for staff	44--California Pacific Charter - San Diego
	8/18/2022	CALE001--Calendly	20137000972	146.81	Subscription for 22/23 SY	44--California Pacific Charter - San Diego
	8/18/2022	AMAZ000--Amazon	20137000976	106.59	Boxes for shipping computers	44--California Pacific Charter - San Diego
	8/18/2022	PITN000--Pitney Bowes Global Financial Service	20137000973	64.42	Lease for postage machine	44--California Pacific Charter - San Diego
	8/18/2022	AMAZ000--Amazon	20137000975	28.96	Supplies for PD	44--California Pacific Charter - San Diego
	8/18/2022	AMAZ000--Amazon	20137000977	21.92	Supplies for board members	44--California Pacific Charter - San Diego
	8/22/2022	OPEN001--Open Heart Leaders	20137000979	1,466.46	Keynote Speaker for PD	44--California Pacific Charter - San Diego
	8/24/2022	JASO000--Jason D. McFaul	5348510270	200.00	August BOD 2022	44--California Pacific Charter - San Diego
	8/24/2022	WILL000--William J Howard Jr.	5348510174	200.00	August BOD 2022	44--California Pacific Charter - San Diego
	8/24/2022	TANY001--Tanya Rogers	5348510651	200.00	August BOD 2022	44--California Pacific Charter - San Diego
	8/24/2022	KELL000--Kelly Wylie	5348510465	200.00	August BOD 2022	44--California Pacific Charter - San Diego
	8/24/2022	SHIR000--Shirley Peterson	5348510576	200.00	August BOD 2022	44--California Pacific Charter - San Diego
	8/24/2022	JASO000--Jason D. McFaul	5348509978	33.33	July Addl BOD 2022	44--California Pacific Charter - San Diego
	8/24/2022	WILL000--William J Howard Jr.	5348509980	33.33	July Addl BOD 2022	44--California Pacific Charter - San Diego
	8/24/2022	TANY001--Tanya Rogers	5348509979	33.33	July Addl BOD 2022	44--California Pacific Charter - San Diego
	8/24/2022	KELL000--Kelly Wylie	5348509977	33.33	July Addl BOD 2022	44--California Pacific Charter - San Diego
	8/24/2022	SHIR000--Shirley Peterson	5348509976	33.33	July Addl 2022 Board Stipends - SP	44--California Pacific Charter - San Diego
8/25/2022	APPL001--Apple, Inc.		1,068.29	Computer for staff member- prepaid with ACH	44--California Pacific Charter - San Diego	
8/25/2022	ALLS001--All Systems Go!	101370599	963.75	Paid Media Management	44--California Pacific Charter - San Diego	

Company Name: California Pacific Charter - San Diego
Report Name: Check Register
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Location: 44--California Pacific Charter - San Diego

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CHASE 1781 - Chase Bank	Account No: 505911781					
	8/1/2022	IRVI000--Irvine Four, LLC		1,708.80	Auqst rent payment	44--California Pacific Charter - San Diego
	8/2/2022	EDGE000--Edgenuity	20137000920	90,723.57	Curriculum for 2023-2024 SY	44--California Pacific Charter - San Diego
		EDGE000--Edgenuity	20137000920	90,723.57	Curriculum for 2024-2025 SY	44--California Pacific Charter - San Diego
		EDGE000--Edgenuity	20137000920	90,723.57	Curriculum for 2022-2023 SY	44--California Pacific Charter - San Diego
	8/25/2022	CHR1001--Christine Feher	20137000981	38.02	Mileage for PD	44--California Pacific Charter - San Diego
		CHR1001--Christine Feher	20137000981	475.67	Meals for PD	44--California Pacific Charter - San Diego
		CHR1001--Christine Feher	20137000981	9,568.11	CalPac advertising	44--California Pacific Charter - San Diego
		CHR1001--Christine Feher	20137000981	292.42	Boxes for chromebooks	44--California Pacific Charter - San Diego
		CHR1001--Christine Feher	20137000981	29.36	Programs for PD	44--California Pacific Charter - San Diego
	8/26/2022	STAP001--Staples Technoloq Solutions	20137000983	8,387.75	Chromebooks for TK-2 students 35	44--California Pacific Charter - San Diego
	8/26/2022	APLU000--APLUS+	20137000982	1,463.07	for Feher, Amador, Phipps, Carbonetta, Akridge	44--California Pacific Charter - San Diego
	8/26/2022	CTL000--CTL Corporation	20137000984	1,048.56	Chrome EDU : Perpetual license for students	44--California Pacific Charter - San Diego
	8/31/2022	WORL000--Worldwide Express	101370602	416.59	Postage for CPC-SD	44--California Pacific Charter - San Diego
8/31/2022	WORL000--Worldwide Express	101370601	203.03	Shipping for CPC-SD	44--California Pacific Charter - San Diego	
8/31/2022	DELA000--De Lae Landen Financial Services Ir	101370603	130.67	Printer lease for September 2022	44--California Pacific Charter - San Diego	
Total for CHASE 1781				455,593.91		

Company Name: California Pacific Charter - Los Angeles
Report Name: Check Register
Created On: 9/1/2022
Location: 55--California Pacific Charter - Los Angeles

Bank	Date	Vendor	Document No	Amount Applied	Memo	Location
CHASE 1781 - Chase Bank	Account No: 505911781					
	8/1/2022	IRVI000--Irvine Four, LLC		2,109.52	August rent payment	55--California Pacific Charter - Los Angeles
	8/2/2022	EDGE000--Edgenuity	20137000920	111,998.31	Curriculum for 2022-2023 SY	55--California Pacific Charter - Los Angeles
		EDGE000--Edgenuity	20137000920	111,998.31	Curriculum for 2024-2025 SY	55--California Pacific Charter - Los Angeles
		EDGE000--Edgenuity	20137000920	111,998.31	Curriculum for 2023-2024 SY	55--California Pacific Charter - Los Angeles
	8/3/2022	ALPE001--Alpenspruce Education Solutions, Inc.	101370578	7,197.99	Licenses for 22/23 SY Professional Development	55--California Pacific Charter - Los Angeles
	8/3/2022	ERIC000--Erickson Law Firm	101370574	1,015.01	Legal fees for June 2022	55--California Pacific Charter - Los Angeles
	8/3/2022	ANCH000--Anchor Counseling & Education Solut	101370575	937.50	BIS Services - ESY 21-22	55--California Pacific Charter - Los Angeles
	8/3/2022	ECCI000--ECC Imaging LLC.	101370576	4.73	Usage overage charge	55--California Pacific Charter - Los Angeles
	8/3/2022	CCSA001--California Charter Schools Associator	20137000922	4,580.54	Membership for the 22/23 SY	55--California Pacific Charter - Los Angeles
	8/3/2022	PRES000--PresenceLearning, Inc.	20137000921	8,923.13	Services for 22/23 SY	55--California Pacific Charter - Los Angeles
	8/8/2022	COXB000--Cox Business	101370580	98.44	Internet Charges : Jul 22 , 2022 - Aug 21 , 2022	55--California Pacific Charter - Los Angeles
	8/8/2022	PARC000--Parchment LLC	20137000924	892.31	Annual subscription for 22/23 SY	55--California Pacific Charter - Los Angeles
	8/8/2022	STAP001--Staples Technology Solutions	20137000923	534.95	Computer for C. Amador	55--California Pacific Charter - Los Angeles
	8/9/2022	PHIL000--Philadelphia Insurance Companies	20137000926	1,848.68	25% Installment Insurance 7/1/22-6/30/23	55--California Pacific Charter - Los Angeles
	8/9/2022	KMED001--KM Educational Consulting and Execut	20137000925	1,070.78	Professional Services - July	55--California Pacific Charter - Los Angeles
	8/11/2022	ALPH000--Alpha Vision, Inc.	101370581	180.37	3 - Suite Cloud to Cloud Email and Drive Backup	55--California Pacific Charter - Los Angeles
	8/12/2022	AHRS001--Acacia HR Solutions	20137000939	266.18	HR Consulting June 2022	55--California Pacific Charter - Los Angeles
		AHRS001--Acacia HR Solutions	20137000939	4,958.40	HR Consulting July 2022	55--California Pacific Charter - Los Angeles
	8/12/2022	CALE001--Calendly	20137000937	2,320.58	Professional Yearly Subscription 22/23	55--California Pacific Charter - Los Angeles
	8/12/2022	SEAS001--Carly Stone (Sea Stone Productions)	20137000938	1,419.60	Production video for 2022 graduation ceremony	55--California Pacific Charter - Los Angeles
	8/12/2022	YMCL000--Law Offices of Young, Minney & Corr.	101370588	428.31	Personnel Conference for Feher and Amador	55--California Pacific Charter - Los Angeles
	8/12/2022	SANJ000--San Joaquin County Office of Educatio	101370585	237.95	iCLIVE Registration - Romy Mason (10.12.2022)	55--California Pacific Charter - Los Angeles
	8/12/2022	EVER000--Evergreen Educational Group	101370587	237.47	DLAC conference for Christine Feher	55--California Pacific Charter - Los Angeles
	8/12/2022	DELA000--De Lage Landen Financial Services In	101370583	168.88	Copier lease for August 2022	55--California Pacific Charter - Los Angeles
	8/12/2022	NWEA001--NWEA	20137000931	107.08	Conference for Rineberg, Zemmer, Chamberlain	55--California Pacific Charter - Los Angeles
	8/12/2022	NWEA001--NWEA	20137000930	107.08	Conference for Rineberg, Russell, Hess	55--California Pacific Charter - Los Angeles
	8/12/2022	NWEA001--NWEA	20137000936	107.08	Conference for Rineberg, Zemmer, Chamberlain	55--California Pacific Charter - Los Angeles
	8/12/2022	NWEA001--NWEA	20137000934	107.08	Conference for Rineberg, Zemmer, Chamberlain	55--California Pacific Charter - Los Angeles
	8/12/2022	NWEA001--NWEA	20137000933	107.08	Conference for Rineberg, Zemmer, Chamberlain	55--California Pacific Charter - Los Angeles
	8/12/2022	NWEA001--NWEA	20137000935	107.08	Conference for Rineberg, Zemmer, Chamberlain	55--California Pacific Charter - Los Angeles

Company Name: California Pacific Charter - Los Angeles
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	8/12/2022	NWEA001--NWEA	20137000932	107.08	Conference for Rineberg, Zemmer, Chamberlain	55--California Pacific Charter - Los Angeles
	8/12/2022	DANI001--Danielle Carbonetta	101370586	64.80	Meal reimbursements for meetings- 21/22 SY	55--California Pacific Charter - Los Angeles
	8/12/2022	DELA000--De Lage Landen Financial Services In	101370582	28.98	Copier property tax	55--California Pacific Charter - Los Angeles
	8/12/2022	PPSC000--Paul, Plevin, Sullivan & Connaughton	20137000927	318.00	July Legal Services	55--California Pacific Charter - Los Angeles
	8/15/2022	WORL000--Worldwide Express	101370591	37.74	Shipping to students and staff	55--California Pacific Charter - Los Angeles
		WORL000--Worldwide Express	101370591	26.48	Shipping to students and staff	55--California Pacific Charter - Los Angeles
	8/15/2022	WORL000--Worldwide Express	101370590	15.84	Shipping fees for students and staff	55--California Pacific Charter - Los Angeles
		WORL000--Worldwide Express	101370590	26.51	Shipping fees for students and staff	55--California Pacific Charter - Los Angeles
	8/17/2022	SANJ000--San Joaquin County Office of Educatio	101370597	523.49	Conference for Akridge and Goldbach	55--California Pacific Charter - Los Angeles
	8/17/2022	ACCR000--Accrediting Commission for Schools	101370596	1,830.00	Annual Accreditation Membership Fee : 2022-2023	55--California Pacific Charter - Los Angeles
	8/17/2022	WORL000--Worldwide Express	101370592	131.82	Postage for CPC-LA	55--California Pacific Charter - Los Angeles
	8/17/2022	AMAZ000--Amazon	20137000945	11.69	Office supplies for mailing	55--California Pacific Charter - Los Angeles
	8/17/2022	AMAZ000--Amazon	20137000968	9.09	Book for Admin- Chamberlain	55--California Pacific Charter - Los Angeles
	8/17/2022	AMAZ000--Amazon	20137000946	9.01	Book for Admin team- Rineberg	55--California Pacific Charter - Los Angeles
	8/17/2022	AMAZ000--Amazon	20137000947	8.95	Book for Admin Team- Amador	55--California Pacific Charter - Los Angeles
	8/17/2022	AMAZ000--Amazon	20137000948	8.95	Book for Admin team- Akridge	55--California Pacific Charter - Los Angeles
	8/17/2022	AMAZ000--Amazon	20137000956	17.08	Replacement charger for student in CPC-LA	55--California Pacific Charter - Los Angeles
	8/17/2022	AMAZ000--Amazon	20137000961	17.08	Replacement charger for student in CPC-LA	55--California Pacific Charter - Los Angeles
	8/17/2022	AMAZ000--Amazon	20137000966	7.76	Book for Admin Team- Zemmer	55--California Pacific Charter - Los Angeles
	8/17/2022	AMAZ000--Amazon	20137000950	7.76	Book for Admin Team- Phipps	55--California Pacific Charter - Los Angeles
	8/17/2022	AMAZ000--Amazon	20137000949	7.69	Book for Admin Team- Carbonetta	55--California Pacific Charter - Los Angeles
	8/17/2022	AMAZ000--Amazon	20137000967	14.39	Replacement charger for student in CPC-LA	55--California Pacific Charter - Los Angeles
	8/17/2022	AMAZ000--Amazon	20137000943	6.30	Supplies for office/tech cleaning	55--California Pacific Charter - Los Angeles
	8/17/2022	FUEL001--FuelEd	20137000971	1,617.62	ELL Supplemental Program for 22/23 SY	55--California Pacific Charter - Los Angeles
	8/17/2022	AMAZ000--Amazon	20137000941	66.15	Business Prime membership	55--California Pacific Charter - Los Angeles
	8/17/2022	AMAZ000--Amazon	20137000969	44.50	Printer ink for Danielle Carbonetta	55--California Pacific Charter - Los Angeles
	8/17/2022	AMAZ000--Amazon	20137000940	37.08	Ink for tech support	55--California Pacific Charter - Los Angeles
	8/17/2022	AMAZ000--Amazon	20137000944	31.54	Cleaning supplies for tech support	55--California Pacific Charter - Los Angeles
	8/17/2022	AMAZ000--Amazon	20137000942	22.26	Office supplies	55--California Pacific Charter - Los Angeles

Company Name: California Pacific Charter - Los Angeles
Report Name: Check Register
Created On: 9/1/2022
Location: 55--California Pacific Charter - Los Angeles

Bank	Date	Vendor	Document No	Amount Applied	Memo	Location
	8/17/2022	AMAZ000--Amazon	20137000958	12.70	office supplies for tech support	55--California Pacific Charter - Los Angeles
	8/17/2022	AMAZ000--Amazon	20137000965	12.39	Book for Admin- Wylie	55--California Pacific Charter - Los Angeles
	8/17/2022	AMAZ000--Amazon	20137000964	12.31	Book for Admin- Chamberlain	55--California Pacific Charter - Los Angeles
	8/17/2022	AMAZ000--Amazon	20137000959	12.23	Book for Admin- Howard	55--California Pacific Charter - Los Angeles
	8/17/2022	AMAZ000--Amazon	20137000957	12.23	Book for Admin- Phipps	55--California Pacific Charter - Los Angeles
	8/17/2022	AMAZ000--Amazon	20137000960	12.23	Book for Admin- Zemmer	55--California Pacific Charter - Los Angeles
	8/17/2022	AMAZ000--Amazon	20137000954	12.20	Book for Admin- Rineberg	55--California Pacific Charter - Los Angeles
	8/17/2022	AMAZ000--Amazon	20137000952	12.11	Book for Admin- Akridge	55--California Pacific Charter - Los Angeles
	8/17/2022	AMAZ000--Amazon	20137000963	12.11	Book for Admin- Peterson	55--California Pacific Charter - Los Angeles
	8/17/2022	AMAZ000--Amazon	20137000951	12.11	Book for Admin- Amador	55--California Pacific Charter - Los Angeles
	8/17/2022	AMAZ000--Amazon	20137000953	12.11	Book for Admin- McFaul	55--California Pacific Charter - Los Angeles
	8/17/2022	AMAZ000--Amazon	20137000955	12.11	Book for Admin- Feher	55--California Pacific Charter - Los Angeles
	8/17/2022	AMAZ000--Amazon	20137000962	12.11	Book for Admin- Carbonetta	55--California Pacific Charter - Los Angeles
	8/17/2022	AMAZ000--Amazon	20137000970	12.11	Book for Admin- Rogers	55--California Pacific Charter - Los Angeles
	8/18/2022	STAP001--Staples Technology Solutions	20137000974	4,900.27	Laptops for staff	55--California Pacific Charter - Los Angeles
	8/18/2022	CALE001--Calendly	20137000972	181.25	Subscription for 22/23 SY	55--California Pacific Charter - Los Angeles
	8/18/2022	AMAZ000--Amazon	20137000976	131.59	Boxes for shipping computers	55--California Pacific Charter - Los Angeles
	8/18/2022	PITN000--Pitney Bowes Global Financial Service	20137000973	79.52	Lease for postage machine	55--California Pacific Charter - Los Angeles
	8/18/2022	AMAZ000--Amazon	20137000975	35.75	Supplies for PD	55--California Pacific Charter - Los Angeles
	8/18/2022	AMAZ000--Amazon	20137000977	27.06	Supplies for board members	55--California Pacific Charter - Los Angeles
	8/22/2022	SCHO000--School Pathways, LLC	20137000980	446.36	21/22 subscriptions True Ups	55--California Pacific Charter - Los Angeles
	8/22/2022	OPEN001--Open Heart Leaders	20137000979	1,810.34	Keynote Speaker for PD	55--California Pacific Charter - Los Angeles
	8/24/2022	JASO000--Jason D. McFaul	5348510270	200.00	August BOD 2022	55--California Pacific Charter - Los Angeles
	8/24/2022	WILL000--William J Howard Jr.	5348510174	200.00	August BOD 2022	55--California Pacific Charter - Los Angeles
	8/24/2022	TANY001--Tanya Rogers	5348510651	200.00	August BOD 2022	55--California Pacific Charter - Los Angeles
	8/24/2022	KELL000--Kelly Wylie	5348510465	200.00	August BOD 2022	55--California Pacific Charter - Los Angeles
	8/24/2022	SHIR000--Shirley Peterson	5348510576	200.00	August BOD 2022	55--California Pacific Charter - Los Angeles
	8/24/2022	JASO000--Jason D. McFaul	5348509978	33.33	July Addl BOD 2022	55--California Pacific Charter - Los Angeles
	8/24/2022	WILL000--William J Howard Jr.	5348509980	33.33	July Addl BOD 2022	55--California Pacific Charter - Los Angeles

Company Name: California Pacific Charter - Los Angeles
Report Name: Check Register
Created On: 9/1/2022
Location: 55--California Pacific Charter - Los Angeles

Bank	Date	Vendor	Document No	Amount Applied	Memo	Location
	8/24/2022	TANY001--Tanva Roaers	5348509979	33.33	July Adtl BOD 2022	55--California Pacific Charter - Los Angeles
	8/24/2022	KELL000--Kelly Wylie	5348509977	33.33	July Adtl BOD 2022	55--California Pacific Charter - Los Angeles
	8/24/2022	SHIR000--Shirley Peterson	5348509976	33.33	July Adtl 2022 Board Stipends - SP	55--California Pacific Charter - Los Angeles
	8/25/2022	APPL001--Apple, Inc.		1,318.80	Computer for staff member- prepaid with ACH	55--California Pacific Charter - Los Angeles
	8/25/2022	ALLS001--All Systems Go!	101370599	1,189.75	Paid Media Management	55--California Pacific Charter - Los Angeles
	8/25/2022	ANCH000--Anchor Counseling & Education Solut	101370600	62.50	ESY July BIS Services CPC-LA	55--California Pacific Charter - Los Angeles
	8/25/2022	CHRI001--Christine Feher	20137000981	360.98	Boxes for chromebooks	55--California Pacific Charter - Los Angeles
		CHRI001--Christine Feher	20137000981	11,811.84	CalPac advertising	55--California Pacific Charter - Los Angeles
		CHRI001--Christine Feher	20137000981	36.24	Programs for PD	55--California Pacific Charter - Los Angeles
		CHRI001--Christine Feher	20137000981	587.22	Meals for PD	55--California Pacific Charter - Los Angeles
		CHRI001--Christine Feher	20137000981	46.94	Mileage for PD	55--California Pacific Charter - Los Angeles
	8/26/2022	STAP001--Staples Technology Solutions	20137000983	8,387.75	Chromebooks for TK-2 students 35	55--California Pacific Charter - Los Angeles
	8/26/2022	APLU000--APLUS+	20137000982	1,806.16	for Feher, Amador, Phipps, Carbonetta, Akridge	55--California Pacific Charter - Los Angeles
	8/26/2022	CTL000--CTL Corporation	20137000984	1,294.45	Chrome EDU : Perpetual license for students	55--California Pacific Charter - Los Angeles
	8/31/2022	WORL000--Worldwide Express	101370602	727.45	Postage for CPC-LA	55--California Pacific Charter - Los Angeles
	8/31/2022	WORL000--Worldwide Express	101370601	329.93	Shipping for CPC-LA	55--California Pacific Charter - Los Angeles
	8/31/2022	DELA000--De Laae Landen Financial Services In	101370603	161.32	Printer lease for September 2022	55--California Pacific Charter - Los Angeles
Total for CHASE 1781				418,195.55		

Company Name: California Pacific Charter - Sonoma
 Report Name: Check Register
 Created On: 9/1/2022
 Location: 95--California Pacific Charter - Sonoma

Bank	Date	Vendor	Document No	Amount Applied	Memo	Location
CHASE 1781 - Chase Bank	Account No: 505911781					
	8/1/2022	IRVI000--Irvine Four, LLC		614.37	August rent payment	95--California Pacific Charter - Sonoma
	8/2/2022	EDGE000--Edgenuity	20137000920	32,618.12	Curriculum for 2023-2024 SY	95--California Pacific Charter - Sonoma
		EDGE000--Edgenuity	20137000920	32,618.12	Curriculum for 2022-2023 SY	95--California Pacific Charter - Sonoma
		EDGE000--Edgenuity	20137000920	32,618.12	Curriculum for 2024-2025 SY	95--California Pacific Charter - Sonoma
	8/3/2022	ALPE001--Alpenspruce Education Solutions, Inc.	101370578	2,096.33	Licenses for 22/23 SY Professional Development	95--California Pacific Charter - Sonoma
	8/3/2022	ERIC000--Erickson Law Firm	101370574	420.42	Legal fees for June 2022	95--California Pacific Charter - Sonoma
	8/3/2022	ECCI000--ECC Imaging LLC.	101370576	1.96	Usage overage charge	95--California Pacific Charter - Sonoma
	8/3/2022	CCSA001--California Charter Schools Associatio.	20137000922	1,334.03	Membership for the 22/23 SY	95--California Pacific Charter - Sonoma
	8/3/2022	PRES000--PresenceLearning, Inc.	20137000921	2,598.75	Services for 22/23 SY	95--California Pacific Charter - Sonoma
	8/8/2022	COXB000--Cox Business	101370580	28.67	Internet Charges : Jul 22 , 2022 - Aug 21 , 2022	95--California Pacific Charter - Sonoma
	8/8/2022	PARC000--Parchment LLC	20137000924	259.88	Annual subscription for 22/23 SY	95--California Pacific Charter - Sonoma
	8/8/2022	STAP001--Staples Technology Solutions	20137000923	155.80	Computer for C. Amador	95--California Pacific Charter - Sonoma
	8/9/2022	PHIL000--Philadelphia Insurance Companies	20137000926	538.41	25% Installment Insurance 7/1/22-6/30/23	95--California Pacific Charter - Sonoma
	8/9/2022	KMED001--KM Educational Consulting and Exec.	20137000925	311.85	Professional Services - July	95--California Pacific Charter - Sonoma
	8/11/2022	ALPH000--Alpha Vision, Inc.	101370581	52.53	3 - Suite Cloud to Cloud Email and Drive Backup	95--California Pacific Charter - Sonoma
	8/12/2022	AHRS001--Acacia HR Solutions	20137000939	110.25	HR Consulting June 2022	95--California Pacific Charter - Sonoma
		AHRS001--Acacia HR Solutions	20137000939	1,444.07	HR Consulting July 2022	95--California Pacific Charter - Sonoma
	8/12/2022	CALE001--Calendly	20137000937	675.84	Professional Yearly Subscription 22/23	95--California Pacific Charter - Sonoma
	8/12/2022	SEAS001--Carly Stone (Sea Stone Productions)	20137000938	588.00	Production video for 2022 graduation ceremony	95--California Pacific Charter - Sonoma
	8/12/2022	YMCL000--Law Offices of Young, Minney & Corr.	101370588	124.74	Personnel Conference for Feher and Amador	95--California Pacific Charter - Sonoma
	8/12/2022	SANJ000--San Joaquin County Office of Educati	101370585	69.30	CLIVE Registration - Romy Mason (10.12.2022)	95--California Pacific Charter - Sonoma
	8/12/2022	EVER000--Evergreen Educational Group	101370587	69.16	DLAC conference for Christine Feher	95--California Pacific Charter - Sonoma
	8/12/2022	DELA000--De Lage Landen Financial Services In	101370583	49.19	Copier lease for August 2022	95--California Pacific Charter - Sonoma
	8/12/2022	NWEA001--NWEA	20137000931	31.19	Conference for Rineberg, Zemmer, Chamberlain	95--California Pacific Charter - Sonoma
	8/12/2022	NWEA001--NWEA	20137000930	31.19	Conference for Rineberg, Russell, Hess	95--California Pacific Charter - Sonoma
	8/12/2022	NWEA001--NWEA	20137000936	31.19	Conference for Rineberg, Zemmer, Chamberlain	95--California Pacific Charter - Sonoma
	8/12/2022	NWEA001--NWEA	20137000934	31.19	Conference for Rineberg, Zemmer, Chamberlain	95--California Pacific Charter - Sonoma
	8/12/2022	NWEA001--NWEA	20137000933	31.19	Conference for Rineberg, Zemmer, Chamberlain	95--California Pacific Charter - Sonoma
	8/12/2022	NWEA001--NWEA	20137000935	31.19	Conference for Rineberg, Zemmer, Chamberlain	95--California Pacific Charter - Sonoma
	8/12/2022	NWEA001--NWEA	20137000932	31.19	Conference for Rineberg, Zemmer, Chamberlain	95--California Pacific Charter - Sonoma

Company Name: California Pacific Charter - Sonoma
 Report Name: Check Register
 Created On: 9/1/2022
 Location: 95--California Pacific Charter - Sonoma

Bank	Date	Vendor	Document No	Amount Applied	Memo	Location
CHASE 1781 - Chase Bank	Account No: 505911781					
	8/12/2022	DANI001--Danielle Carbonetta	101370586	26.84	Meal reimbursements for meetings- 21/22 SY	95--California Pacific Charter - Sonoma
	8/12/2022	DELA000--De Lage Landen Financial Services In	101370582	8.44	Copier property tax	95--California Pacific Charter - Sonoma
	8/15/2022	WORL000--Worldwide Express	101370591	54.76	Shipping to students and staff	95--California Pacific Charter - Sonoma
	8/15/2022	WORL000--Worldwide Express	101370590	64.79	Shipping fees for students and staff	95--California Pacific Charter - Sonoma
	8/17/2022	SANJ000--San Joaquin County Office of Educati	101370597	152.46	Conference for Akridge and Goldbach	95--California Pacific Charter - Sonoma
	8/17/2022	ACCR000--Accrediting Commission for Schools I	101370595	1,130.00	Annual Accreditation Membership Fee : 2022-2023	95--California Pacific Charter - Sonoma
	8/17/2022	WORL000--Worldwide Express	101370592	69.31	Postage for CPC-SO	95--California Pacific Charter - Sonoma
	8/17/2022	AMAZ000--Amazon	20137000945	3.40	Office supplies for mailing	95--California Pacific Charter - Sonoma
	8/17/2022	AMAZ000--Amazon	20137000968	2.65	Book for Admin- Chamberlain	95--California Pacific Charter - Sonoma
	8/17/2022	AMAZ000--Amazon	20137000946	2.62	Book for Admin team- Rineberg	95--California Pacific Charter - Sonoma
	8/17/2022	AMAZ000--Amazon	20137000947	2.61	Book for Admin Team- Amador	95--California Pacific Charter - Sonoma
	8/17/2022	AMAZ000--Amazon	20137000948	2.61	Book for Admin team- Akridge	95--California Pacific Charter - Sonoma
	8/17/2022	AMAZ000--Amazon	20137000966	2.26	Book for Admin Team- Zemmer	95--California Pacific Charter - Sonoma
	8/17/2022	AMAZ000--Amazon	20137000950	2.26	Book for Admin Team- Phipps	95--California Pacific Charter - Sonoma
	8/17/2022	AMAZ000--Amazon	20137000949	2.24	Book for Admin Team- Carbonetta	95--California Pacific Charter - Sonoma
	8/17/2022	AMAZ000--Amazon	20137000943	1.84	Supplies for office/tech cleaning	95--California Pacific Charter - Sonoma
	8/17/2022	FUEL001--FuelEd	20137000971	471.11	ELL Supplemental Program for 22/23 SY	95--California Pacific Charter - Sonoma
	8/17/2022	AMAZ000--Amazon	20137000941	19.27	Business Prime membership	95--California Pacific Charter - Sonoma
	8/17/2022	AMAZ000--Amazon	20137000969	12.96	Printer ink for Danielle Carbonetta	95--California Pacific Charter - Sonoma
	8/17/2022	AMAZ000--Amazon	20137000940	10.80	Ink for tech support	95--California Pacific Charter - Sonoma
	8/17/2022	AMAZ000--Amazon	20137000944	9.19	Cleaning supplies for tech support	95--California Pacific Charter - Sonoma
	8/17/2022	AMAZ000--Amazon	20137000942	6.48	Office supplies	95--California Pacific Charter - Sonoma
	8/17/2022	AMAZ000--Amazon	20137000958	3.70	office supplies for tech support	95--California Pacific Charter - Sonoma
	8/17/2022	AMAZ000--Amazon	20137000965	3.61	Book for Admin- Wylie	95--California Pacific Charter - Sonoma
	8/17/2022	AMAZ000--Amazon	20137000964	3.58	Book for Admin- Chamberlain	95--California Pacific Charter - Sonoma
	8/17/2022	AMAZ000--Amazon	20137000959	3.56	Book for Admin- Howard	95--California Pacific Charter - Sonoma
	8/17/2022	AMAZ000--Amazon	20137000957	3.56	Book for Admin- Phipps	95--California Pacific Charter - Sonoma

Company Name: California Pacific Charter - Sonoma
 Report Name: Check Register
 Created On: 9/1/2022
 Location: 95--California Pacific Charter - Sonoma

Bank	Date	Vendor	Document No	Amount Applied	Memo	Location
CHASE 1781 - Chase Bank	Account No: 505911781					
	8/17/2022	AMAZ000--Amazon	20137000960	3.56	Book for Admin- Zemmer	95--California Pacific Charter - Sonoma
	8/17/2022	AMAZ000--Amazon	20137000954	3.55	Book for Admin- Rineberg	95--California Pacific Charter - Sonoma
	8/17/2022	AMAZ000--Amazon	20137000952	3.53	Book for Admin- Akridge	95--California Pacific Charter - Sonoma
	8/17/2022	AMAZ000--Amazon	20137000963	3.53	Book for Admin- Peterson	95--California Pacific Charter - Sonoma
	8/17/2022	AMAZ000--Amazon	20137000951	3.53	Book for Admin- Amador	95--California Pacific Charter - Sonoma
	8/17/2022	AMAZ000--Amazon	20137000953	3.53	Book for Admin- McFaul	95--California Pacific Charter - Sonoma
	8/17/2022	AMAZ000--Amazon	20137000955	3.53	Book for Admin- Feher	95--California Pacific Charter - Sonoma
	8/17/2022	AMAZ000--Amazon	20137000962	3.53	Book for Admin- Carbonetta	95--California Pacific Charter - Sonoma
	8/17/2022	AMAZ000--Amazon	20137000970	3.53	Book for Admin- Rogers	95--California Pacific Charter - Sonoma
	8/18/2022	STAP001--Staples Technology Solutions	20137000974	1,427.14	Laptops for staff	95--California Pacific Charter - Sonoma
	8/18/2022	CALE001--Calendly	20137000972	52.79	Subscription for 22/23 SY	95--California Pacific Charter - Sonoma
	8/18/2022	AMAZ000--Amazon	20137000976	38.32	Boxes for shipping computers	95--California Pacific Charter - Sonoma
	8/18/2022	PITN000--Pitney Bowes Global Financial Service	20137000973	23.16	Lease for postage machine	95--California Pacific Charter - Sonoma
	8/18/2022	AMAZ000--Amazon	20137000975	10.41	Supplies for PD	95--California Pacific Charter - Sonoma
	8/18/2022	AMAZ000--Amazon	20137000977	7.88	Supplies for board members	95--California Pacific Charter - Sonoma
	8/19/2022	SONO001--Sonoma Media Investments	101370598	3,669.25	Marketing for CPC-SO	95--California Pacific Charter - Sonoma
	8/22/2022	OPEN001--Open Heart Leaders	20137000979	527.24	Keynote Speaker for PD	95--California Pacific Charter - Sonoma
	8/24/2022	JASO000--Jason D. McFaul	5348510270	200.00	August BOD 2022	95--California Pacific Charter - Sonoma
	8/24/2022	WILL000--William J Howard Jr.	5348510174	200.00	August BOD 2022	95--California Pacific Charter - Sonoma
	8/24/2022	TANY001--Tanya Rogers	5348510651	200.00	August BOD 2022	95--California Pacific Charter - Sonoma
	8/24/2022	KELL000--Kelly Wylie	5348510465	200.00	August BOD 2022	95--California Pacific Charter - Sonoma
	8/24/2022	SHIR000--Shirley Peterson	5348510576	200.00	August BOD 2022	95--California Pacific Charter - Sonoma
	8/24/2022	JASO000--Jason D. McFaul	5348509978	33.34	July Addl BOD 2022	95--California Pacific Charter - Sonoma
	8/24/2022	WILL000--William J Howard Jr.	5348509980	33.34	July Addl BOD 2022	95--California Pacific Charter - Sonoma
	8/24/2022	TANY001--Tanya Rogers	5348509979	33.34	July Addl BOD 2022	95--California Pacific Charter - Sonoma
	8/24/2022	KELL000--Kelly Wylie	5348509977	33.34	July Addl BOD 2022	95--California Pacific Charter - Sonoma
	8/24/2022	SHIR000--Shirley Peterson	5348509976	33.34	July Addl 2022 Board Stipends - SP	95--California Pacific Charter - Sonoma
	8/25/2022	APPL001--Apple, Inc.		384.08	Computer for staff member- prepaid with ACH	95--California Pacific Charter - Sonoma

Company Name: California Pacific Charter - Sonoma
 Report Name: Check Register
 Created On: 9/1/2022
 Location: 95--California Pacific Charter - Sonoma

Bank	Date	Vendor	Document No	Amount Applied	Memo	Location
CHASE 1781 - Chase Bank	Account No: 505911781					
	8/25/2022	ALLS001--All Systems Go!	101370599	346.50	Paid Media Management	95--California Pacific Charter - Sonoma
	8/25/2022	CHRI001--Christine Feher	20137000981	13.67	Mileage for PD	95--California Pacific Charter - Sonoma
		CHRI001--Christine Feher	20137000981	10.56	Programs for PD	95--California Pacific Charter - Sonoma
		CHRI001--Christine Feher	20137000981	3,440.05	CalPac advertising	95--California Pacific Charter - Sonoma
		CHRI001--Christine Feher	20137000981	171.02	Meals for PD	95--California Pacific Charter - Sonoma
		CHRI001--Christine Feher	20137000981	105.13	Boxes for chromebooks	95--California Pacific Charter - Sonoma
	8/26/2022	STAP001--Staples Technology Solutions	20137000983	3,594.69	Chromebooks for TK-2 students 15	95--California Pacific Charter - Sonoma
	8/26/2022	APLU000--APLUS+	20137000982	526.02	for Feher, Amador, Phipps, Carbonetta, Akridge	95--California Pacific Charter - Sonoma
	8/26/2022	CTL000--CTL Corporation	20137000984	376.99	Chrome EDU : Perpetual license for students	95--California Pacific Charter - Sonoma
	8/31/2022	WORL000--Worldwide Express	101370602	60.60	Postage for CPC-SO	95--California Pacific Charter - Sonoma
	8/31/2022	DELA000--De Lage Landen Financial Services Ir.	101370603	46.98	Printer lease for September 2022	95--California Pacific Charter - Sonoma
Total for CHASE 1781				127,724.15		



JPMORGAN CHASE BANK NA
 PO BOX 15918
 MAIL SUITE DE1-1404
 WILMINGTON DE 19850

ACCOUNT NUMBER	5563 7579 0010 0937
PAYMENT DUE DATE	09/25/2022
AMOUNT DUE	\$889.19
CURRENT BALANCE	\$889.19

Remit To: JPMORGAN CHASE BANK NA
 P.O. BOX 4475
 CAROL STREAM, IL 60197-4475

AMOUNT ENCLOSED \$

CALIFORNIA PACIFIC
 SHANNON GREEN
 4101 BIRCH STREET
 SUITE 150
 NEWPORT BEACH CA 92660-2236

** 0000000

556375790010093700088919000889192

PLEASE TEAR PAYMENT COUPON AT PERFORATION

STATEMENT MESSAGES

COMMERCIAL ACCOUNT SUMMARY

ORGANIZATION NAME: CALIFORNIA PACIFIC
 ACCOUNT NUMBER: 5563757900100937

CLOSING DATE	08-31-22
CREDIT LIMIT	50,000
AVAILABLE CREDIT	49,111

FOR CUSTOMER SERVICE CALL:
 1-800-316-6056
 FOR TTY/TDD SERVICE CALL:
 1-800-955-8060

SEND BILLING INQUIRIES TO:
 JPMORGAN CHASE BANK NA
 COMMERCIAL CARD SOLUTIONS
 P.O. BOX 2015
 MAIL SUITE IL1-6225
 ELGIN, IL 60121

PREVIOUS BALANCE	17,103.42
PURCHASES AND OTHER CHARGES	30,483.95
CASH ADVANCES	.00
CREDITS	164.20
PAYMENTS	46,533.98-
LATE PAYMENT CHARGES	.00
CASH ADVANCE FEE	.00
FINANCE CHARGES	.00
NEW BALANCE	889.19
TOTAL PAYMENT DUE	889.19
DISPUTED AMOUNT	.00

ACCT. NUMBER: 5563 7579 0010 0937	CALIFORNIA PACIFIC
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COMMERCIAL ACCOUNT ACTIVITY

CALIFORNIA PACIFIC 5563-7579-0010-0937		TOTAL COMMERCIAL ACTIVITY \$46,533.98 CR		
ACCOUNTING CODE:				
Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-23	08-23		AUTO PAYMENT DEDUCTION	17,103.42 CR
08-24	08-24	7540501223600000000236	PAYMENT RECEIVED -- THANK YOU	29,430.56 PY

INDIVIDUAL CARDHOLDER ACTIVITY

ALEXIS MORFIN 5563-7500-4480-5891	CREDITS \$0.00	PURCHASES \$14,648.50	CASH ADV \$0.00	TOTAL ACTIVITY \$14,648.50
ACCOUNTING CODE:				

Purchasing Activity				
Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-01	07-31	82305092213000001693233	STAMPLI FOR 7-2022 MOUNTAIN VIEW CA	1,200.85
08-12	08-11	55417342223282230491732	WATER - COFFEE DELIVER ATLANTA GA P.O.S.: 28223040986 SALES TAX: 0.00	61.36
08-15	08-14	55432862226200273436898	ADOBE *800-833-6687 ADOBE.LY/ENUS CA P.O.S.: BL2239243177 SALES TAX: 0.00	179.88
08-17	08-16	85544022228980010163969	MEGA MAIDS HUNTINGTON BE CA P.O.S.: 7502452101 SALES TAX: 6.47	90.00
08-18	08-17	82711162230000000243905	SNAP&READ VOLO IL	3.99
08-18	08-17	82711162230000000318624	COWRITER VOLO IL	4.99
08-22	08-19	55432862231200982132989	MYFAX SERVICE 866-563-9212 CA	25.00
08-22	08-19	55432862231200982134092	MYFAX SERVICE 866-563-9212 CA	12.00
08-26	08-25	55432862237201862138538	MYFAX SERVICE 866-563-9212 CA	10.00
08-26	08-25	55432862237201862138660	MYFAX SERVICE 866-563-9212 CA	10.00
Total Purchasing Activity				\$1,598.07
Telecommunication Activity				
Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-01	07-29	82305092210000014065836	ZOOM.US 888-799-9666 SAN JOSE CA	10.35
08-10	08-09	82305092221000013873534	ZOOM.US 888-799-9666 SAN JOSE CA	337.50
08-17	08-16	82305092228000011889402	ZOOM.US 888-799-9666 SAN JOSE CA	23.67
08-31	08-30	82305092242000014105337	ZOOM.US 888-799-9666 SAN JOSE CA	4.93
Total Activity				\$376.45

ACCT. NUMBER: 5563 7579 0010 0937

CALIFORNIA PACIFIC

INDIVIDUAL CARDHOLDER ACTIVITY

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-08	08-04	55436872217172173104452	EMBASSY HOTELS GARDEN GROVE CA 1218604 ARRIVAL: 08-04-22	2,500.00
08-08	08-04	65180132217051700012931	HILTON CAPE REY CARLS CARLSBAD CA 471539 ARRIVAL: 08-02-22	40.32
08-11	08-09	55436872222162229595202	EMBASSY HOTELS GARDEN GROVE CA 1218604 ARRIVAL: 08-09-22	2,500.00
08-12	08-10	55436872223172231499045	EMBASSY HOTELS GARDEN GROVE CA 1218604 ARRIVAL: 08-10-22	1,115.80
08-15	08-12	55436872225172258843453	EMBASSY HOTELS GARDEN GROVE CA 1231762 ARRIVAL: 08-12-22	2,500.00
08-17	08-15	55436872228172282056830	EMBASSY HOTELS GARDEN GROVE CA 1231762 ARRIVAL: 08-15-22	2,500.00
08-17	08-14	85482982228702246008902	BUCA GARDEN GROVE CA	1,241.73
08-19	08-19	55310202231083358950002	CHIPOTLE ONLINE 1800244768 CA P.O.S.: 3428 SALES TAX: 0.00	150.78
08-26	08-25	82305092238000003674505	STORE*EAT CHOW SAN FRANCISCO CA	125.35
Total Travel Activity				\$12,673.98

CHRISTINE FEHER 5563-7501-9072-1330	CREDITS \$164.20	PURCHASES \$15,835.45	CASH ADV \$0.00	TOTAL ACTIVITY \$15,671.25
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ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-02	08-01	02682632214910000252570	GOOGLE*ADS3267517799 INTERNET CA P.O.S.: M37777508465 SALES TAX: 0.00	224.55
08-08	08-07	02682632220910001051783	GOOGLE*ADS3267517799 INTERNET CA P.O.S.: M69578104892 SALES TAX: 0.00	500.00
08-08	08-07	15270212219000815295851	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	500.00
08-08	08-08	15270212220000837545850	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	500.00
08-08	08-05	55429502217713475545843	CUSTOMINK LLC 8002934232 VA P.O.S.: D0KBYPHE SALES TAX: 127.26	1,933.46
08-08	08-07	55432862219200138637168	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0L6Bub3 SALES TAX: 0.00	500.00
08-08	08-07	55432862219200172699306	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0L6LvWY SALES TAX: 0.00	500.00
08-08	08-08	55432862220200240968607	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0L77agI SALES TAX: 0.00	500.00
08-08	08-08	55432862220200330069787	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0L7qQem SALES TAX: 0.00	500.00
08-09	08-08	02682632221910001082076	GOOGLE*ADS3267517799 INTERNET CA P.O.S.: M04113404206 SALES TAX: 0.00	500.00
08-09	08-08	02682632221910013009547	GOOGLE*ADS3267517799 INTERNET CA P.O.S.: M03323176819 SALES TAX: 0.00	500.00

ACCT. NUMBER: 5563 7579 0010 0937

CALIFORNIA PACIFIC

INDIVIDUAL CARDHOLDER ACTIVITY

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-09	08-08	55432862220200408450059	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0L7JdkP SALES TAX: 0.00	500.00
08-09	08-08	55432862220200468770123	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0L83hL6 SALES TAX: 0.00	500.00
08-10	08-09	02682632222910001047334	GOOGLE*ADS3267517799 INTERNET CA P.O.S.: M51365058595 SALES TAX: 0.00	500.00
08-10	08-09	02682632222910040001615	GOOGLE*ADS3267517799 INTERNET CA P.O.S.: M41191775548 SALES TAX: 0.00	500.00
08-10	08-09	55432862221200779809890	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0L9jt9K SALES TAX: 0.00	500.00
08-10	08-09	55432862221200790845618	FACEBK *GMASUCPGN2 FB.ME/ADS CA P.O.S.: 4891247407657115 SALES TAX: 0.00	75.00
08-10	08-10	5543286222200897760719	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0L9zh1O SALES TAX: 0.00	500.00
08-11	08-10	15270212222002844105858	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	500.00
08-11	08-11	15270212223000835885859	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	500.00
08-11	08-10	55432862222200032589429	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0LaeZEm SALES TAX: 0.00	500.00
08-11	08-11	55432862223200210925931	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0LaQn1V SALES TAX: 0.00	500.00
08-12	08-11	55432862223200390429951	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0LbvWAq SALES TAX: 0.00	500.00
08-12	08-11	55432862223200432554956	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0Lc0riq SALES TAX: 0.00	500.00
08-12	08-11	55432862223200475978211	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0LbWM2b SALES TAX: 0.00	500.00
08-12	08-12	55432862224200540365609	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0LcpaTv SALES TAX: 0.00	500.00
08-12	08-12	55432862224200566757465	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0LczhX5 SALES TAX: 0.00	500.00
08-15	08-11	05410192224069381488579	FEDEX OFFICE 800000836 PLANO TX P.O.S.: 15320220811000560 SALES TAX: 0.78	10.78
08-15	08-12	55432862224200711808999	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0Ld2AR8 SALES TAX: 0.00	500.00
08-15	08-12	55480772224207555500972	ONTIMETEL DIALMYCALLS 8009282086 FL	44.99
08-16	08-16	55429502228719839589093	CUSTOMINK LLC 8002934232 VA	164.20 CR
08-16	08-15	55432862227200713901021	FACEBK *MD6M5CFGN2 FB.ME/ADS CA P.O.S.: 4810295965752258 SALES TAX: 0.00	75.00
08-17	08-16	55432862228200011508394	FACEBK *EC4MHD3GN2 FB.ME/ADS CA P.O.S.: 4964080140373836 SALES TAX: 0.00	9.16
08-18	08-17	55432862229200426763369	MAILCHIMP *MISC MAILCHIMP.COM GA	19.55
08-23	08-22	55432862234200923810625	FACEBK *XK3FECXGN2 FB.ME/ADS CA P.O.S.: 4841088316006360 SALES TAX: 0.00	75.00
08-26	08-26	15270212238000002177646	MSFT * E0800JWU15 MSBILL.INFO WA	668.80

ACCT. NUMBER: 5563 7579 0010 0937

CALIFORNIA PACIFIC

INDIVIDUAL CARDHOLDER ACTIVITY

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
Total Purchasing Activity				\$15,472.09

Telecommunication Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-01	07-31	55432862212200879730880	RINGCENTRAL INC. 888-898-4591 CA P.O.S.: 5519217002 SALES TAX: 0.80	27.12
08-10	08-09	55432862221200844577340	RINGCENTRAL INC. 888-898-4591 CA P.O.S.: 5609640002 SALES TAX: 0.65	18.87
08-16	08-15	55432862227200767091646	RINGCENTRAL INC. 888-898-4591 CA P.O.S.: 5687284002 SALES TAX: 0.62	23.37
08-18	08-17	55432862229200424632210	RINGCENTRAL INC. 888-898-4591 CA P.O.S.: 5724304002 SALES TAX: 0.62	23.37
08-23	08-22	55432862234200976185602	RINGCENTRAL INC. 888-898-4591 CA P.O.S.: 5750408002 SALES TAX: 0.62	23.37
08-26	08-25	55432862237201852506785	RINGCENTRAL INC. 888-898-4591 CA P.O.S.: 5783820002 SALES TAX: 0.62	23.37
08-30	08-29	55432862241202943559084	RINGCENTRAL INC. 888-898-4591 CA P.O.S.: 5836785002 SALES TAX: 0.62	23.37
08-31	08-30	55432862242200263656547	RINGCENTRAL INC. 888-898-4591 CA P.O.S.: 5855607002 SALES TAX: 0.62	23.37
Total Activity				\$186.21

Miscellaneous Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-16	08-15	82711162227000015189924	ULTIMATE SLP FARMINGTON CT	12.95
Total Miscellaneous Activity				\$12.95

Coversheet

Consent - Education/Student Services

Section: X. Consent
Item: B. Consent - Education/Student Services
Purpose: Vote
Submitted by: Corrie Amador
Related Material: COVID Safe Return to Instruction CPC-SO.pdf
COVID Safe Return to Instruction CPC-SD.pdf
COVID Safe Return to Instruction CPC-LA.pdf
COVID19_School_Guidance_Checklist-LA.pdf
COVID19_School_Guidance_Checklist-SD.pdf
COVID19_School_Guidance_Checklist-SO.pdf

BACKGROUND:

In compliance with the directives from the California Department of Education, the California Department of Public Health, and the CalOSHA, the school created the following COVID-19 related plan documents, communicated with staff, and provided training and support for all stakeholders.

June 2020 - COVID-19 Operations Written Report

July 2020 - Safe Reopen Plan

August 2020 - BP 1030 Safe Operation of Schools (Infectious Disease)

February 2021 - COVID-19 Prevention Plan

March 2022 - Revised BP 1030 Safe Operation of Schools (Infectious Disease)

March 2022 - Revised Injury and Illness Prevention Plan to include new requirements including the incorporation of the COVID-19 Prevention Plan

Staff have prepared a Safe Return to Instruction Plan and Guidance Checklist using the recommended templates from the CDE. These reports are presented for discussion and approval.

RECOMMENDATION:

It is recommended the Board take action to approve the COVID-19 Safe Return to Instruction plans and the Guidance Checklists for each charter school operated by California Pacific Charter Schools. It is further recommended the Board direct staff to post these reports to the schools' website for distribution to staff and students.

LEA Plan for Safe Return to In-Person Instruction and Continuity of Services

LEA Name:

Option for ensuring safe in-person instruction and continuity of services:

has developed a plan

will amend its plan

1. Please choose one:

The LEA had a plan, as of March 11, 2021, that is already compliant with the ARP statute and will review and, as appropriate, revise it every six months to take into consideration the additional requirements of the IFR; or

NOTE: If your LEA already has a compliant plan as of March 11, 2021, and has assured such by checking the box above, then you may skip questions 2-4 and complete the Assurance and Contact sections.

The LEA has amended/created a plan compliant with the IFR using this template and has posted/will post it within 30 days of completing the ESSER III Assurances.

NOTE: If checking the box above that you are using this template to meet the 30 day plan requirements, you must respond to each question in the template.

Please note whether the LEA has a compliant plan and include a link to the plan, or acknowledge that the LEA is submitting a new plan and will post it within 30 days of receiving funds.

2. The LEA will maintain the health and safety of students, educators, and other school and LEA staff, and the extent to which it has adopted policies, and a description of any such policies, on each of the CDC's safety recommendations, including: universal and correct wearing of masks; modifying facilities to allow for physical distancing; handwashing and respiratory etiquette; cleaning and maintaining healthy facilities, including improving ventilation; contact tracing in combination with isolation and quarantine, in collaboration with the State, local, territorial, or Tribal health departments; diagnostic and screening testing; efforts to provide vaccinations to school communities; appropriate accommodations for children with disabilities with respect to health and safety policies; and coordination with State and local health officials.

Describe how the LEA will maintain, or continue to maintain, health and safety policies and procedures. Include a description of any adopted policies and procedures regarding the CDC's safety recommendations (or available LEA website links to such policies). Include descriptions of appropriate accommodations adopted and coordination efforts conducted with outside State and local health officials. Please include or describe current public health conditions, applicable State and local rules and restrictions, and other contemporaneous information that informs your decision-making process.

3. The LEA will ensure continuity of services, including but not limited to services to address students' academic needs and students' and staff social, emotional, mental health and other needs, which may include student health and food services.

Describe how the LEA will ensure continuity of services in case isolation, quarantine, or future school closures are required, including how the LEA will meet the needs of students with disabilities and English learners.

4. The LEA sought public comments in the development of its plan and took those comments into account in the development of its plan.

Describe the LEA's policy or practice that provided the public with an opportunity to provide comments and feedback and the collection process. Describe how any feedback was incorporated into the development of the plan.

In addition, the LEA provides the following assurances:

The LEA has made (in the case of statutorily compliant plans) or will make (in the case of new plans) its plan publicly available no later than 30 days after receiving its ARP ESSER allocation.

- o Please insert link to the plan:

The LEA sought public comment in the development of its plan and took those public comments into account in the development of its plan.

The LEA will periodically review and, as appropriate revise its plan, at least every six months.

The LEA will seek public comment in determining whether to revise its plan and, if it determines revisions are necessary, on the revisions it makes to the plan.

- If the LEA revises its plan, it will ensure its revised plan addresses each of the aspects of safety currently recommended by the Centers for Disease Control (CDC), or if the CDC has revised its guidance, the updated safety recommendations at the time the LEA is revising its plan.
- The LEA has created its plan in an understandable and uniform format.
- The LEA's plan is, to the extent practicable, written in a language that parents can understand, or if not practicable, orally translated.
- The LEA will, upon request by a parent who is an individual with a disability, provide the plan in an alternative format accessible to that parent.

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LEA Plan for Safe Return to In-Person Instruction and Continuity of Services

LEA Name:

Option for ensuring safe in-person instruction and continuity of services:

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will amend its plan

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LEA Name:

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Please list name(s), title(s), address, county, and contact information for the person or persons responsible for developing, submitting, and amending the LEA plan.

Date: 08/26/2022

2021 COVID-19 School Guidance Checklist

Name of Local Educational Agency or Equivalent: California Pacific Charter-LA

Number of schools: 1

Enrollment: 312

Superintendent (or equivalent) Name: Christine Feher

Address: 4101 Birch St. Suite 150
Newport Beach, CA 92660

Phone Number: (855)225-7227

Email: cfeher@cal-pacs.org

Date of proposed reopening:
Not applicable – online school never closed

County: Los Angeles

Grade Level (check all that apply)

Current Tier: N/A
(please indicate Purple, Red, Orange or Yellow)

TK 2nd 5th 8th 11th

K 3rd 6th 9th 12th

1st 4th 7th 10th

Type of LEA: Charter School (online)

This form and any applicable attachments should be posted publicly on the website of the local educational agency (or equivalent) prior to reopening or if an LEA or equivalent has already opened for in-person instruction. For those in the Purple Tier, materials must additionally be submitted to your local health officer (LHO), local County Office of Education, and the State School Safety Team prior to reopening.

The email address for submission to the State School Safety for All Team for LEAs in Purple Tier is:

K12csp@cdph.ca.gov

LEAs or equivalent in Counties with a case rate $\geq 25/100,000$ individuals can submit materials but cannot re-open a school until the county is below 25 cases per 100,000 (adjusted rate) for 5 consecutive days.

For Local Educational Agencies (LEAs or equivalent) in ALL TIERS:

I, Christine Feher, post to the website of the local educational agency (or equivalent) the COVID Safety Plan, which consists of two elements: the **COVID-19 Prevention Program (CPP)**, pursuant to CalOSHA requirements, and this **CDPH COVID-19 Guidance Checklist** and accompanying documents,

which satisfies requirements for the safe reopening of schools per CDPH [Guidance on Schools](#). For those seeking to open while in the Purple Tier, these plans have also been submitted to the local health officer (LHO) and the State School Safety Team.

I confirm that reopening plan(s) address the following, consistent with guidance from the California Department of Public Health and the local health department:

- Stable group structures (where applicable):** How students and staff will be kept in stable groups with fixed membership that stay together for all activities (e.g., instruction, lunch, recess) and minimize/avoid contact with other groups or individuals who are not part of the stable group.

Please provide specific information regarding:

How many students and staff will be in each planned stable, group structure? (If planning more than one type of group, what is the minimum and maximum number of students and staff in the groups?)

Online school - not applicable

If you have departmentalized classes, how will you organize staff and students in stable groups?

Online school - students have access to online curriculum

If you have electives, how will you prevent or minimize in-person contact for members of different stable groups?

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- Entrance, Egress, and Movement Within the School:** How movement of students, staff, and parents will be managed to avoid close contact and/or mixing of cohorts.

Online school – students have access to curriculum and content instruction online and will not be present in a physical classroom location.

- Face Coverings and Other Essential Protective Gear:** How CDPH's face covering requirements will be satisfied and enforced for staff and students.

Office staff will follow all local and State directives regarding the wearing of masks and essential protective gear.

- Health Screenings for Students and Staff:** How students and staff will be screened for symptoms of COVID-19 and how ill students or staff will be separated from others and sent home immediately.

Online school – students have access to curriculum and content instruction online and will not be present in a physical location. Staff will be provided time off work using

their available emergency supplemental sick leave. Students will be afforded extra time to complete assignments should they become ill from COVID. Students and staff ^x will be provided current information regarding the CDC, State, and local guidelines regarding COVID-19 protocols.

Healthy Hygiene Practices: The availability of handwashing stations and hand sanitizer, and how their safe and appropriate use will be promoted and incorporated into routines for staff and students.

x For staff working in the office, handwashing stations including hand sanitizer are kept stocked and available. All staff have been provided training on proper handwashing techniques and frequency.

Identification and Tracing of Contacts: Actions that staff will take when there is a confirmed case. Confirm that the school(s) have designated staff persons to support contact tracing, such as creation and submission of lists of exposed students and staff to the local health department and notification of exposed persons. Each school must designate a person for the local health department to contact about COVID-19.

The Superintendent will work with county health officials to conduct all contact tracing and identification of exposed staff and students when necessary.

Physical Distancing: How space and routines will be arranged to allow for physical distancing of students and staff.

Please provide the planned maximum and minimum distance between students in classrooms.

Maximum: N/A feet

Minimum: N/A feet. If this is less than 6 feet, please explain why it is not possible to maintain a minimum of at least 6 feet.

Online school - students will not be physically present in a classroom.

Staff Training and Family Education: How staff will be trained and families will be educated on the application and enforcement of the plan.

Staff have viewed online videos made available through the CDC regarding COVID-19 safety protocols, hand washing, covering coughs and sneezes.

Physical distance signate and posters have been posted in the administration office.

Hand washing procedures have been posted in front of every sink.

Administration staff have been trained on decision tree protocols for identifying exposure scenarios and responses.

Testing of Staff: How school officials will ensure that students and staff who have symptoms of COVID-19 or have been exposed to someone with COVID-19 will be rapidly tested and what instructions they will be given

while waiting for test results. Below, please describe any planned periodic asymptomatic staff testing cadence.

x

Staff asymptomatic testing cadence. Please note if testing cadence will differ by tier:

Online school - testing conducted prior to any in-person school event. Testing procedures will be implemented based on state and local guidance in conjunction with authorizing school district and county office of education. Testing protocols are adjusted based on the occurrence of any in person event or school activity.

x

Testing of Students: How school officials will ensure that students who have symptoms of COVID-19 or have been exposed to someone with COVID-19 will be rapidly tested and what instructions they will be given while waiting for test results. Below, please describe any planned periodic asymptomatic student testing cadence.

Planned student testing cadence. Please note if testing cadence will differ by tier:

Online school - testing will be conducted prior to any in-person school event.

Identification and Reporting of Cases: At all times, reporting of confirmed positive and suspected cases in students, staff and employees will be consistent with [Reporting Requirements](#).

The school will document/track any possible exposure incidents and will notify those potentially exposed as well as health officials based on state and local guidelines. The school will ensure compliance with all FERPA rules and guidelines related to privacy.

Communication Plans: How the superintendent will communicate with students, staff, and parents about cases and exposures at the school, consistent with privacy requirements such as FERPA and HIPAA.

The school will provide general notice to all individuals potentially involved in an exposure incident. Individuals will receive written communication from the school regarding protocols for testing, absence, and accommodations. As needed, staff will contact individuals via telephone to communicate urgent information.

Students will contact their teacher to report absences due to COVID-19 using the school’s absence reporting procedures.

Staff will contact their supervisor and Human Resources to report absences due to COVID-19.

Confidentiality of individual health information will be maintained at all times.

Consultation: (For schools not previously open) Please confirm consultation with the following groups

Labor Organization (Not applicable)

Name of Organization(s) and Date(s) Consulted:

Name: N/A _____

Date: N / A

Parent and Community Organizations

Name of Organization(s) and Date(s) Consulted:

Name: _____

Date: _____

If no labor organization represents staff at the school, please describe the process for consultation with school staff:

Staff have been provided opportunity for input regarding school COVID-19 response procedures during staff meetings, department meetings, and individual communication.

For Local Educational Agencies (LEAs or equivalent) in PURPLE:

Not applicable: Online school – The school does not provide in person instruction.

- Local Health Officer Approval:** The Local Health Officer, for (state County) _____. County has certified and approved the CRP on this date: _____. If more than 7 business days have passed since the submission without input from the LHO, the CRP shall be deemed approved.

Additional Resources:

[Guidance on Schools](#)

[Safe Schools for All Hub](#)

Date: 08/26/2022

2021 COVID-19 School Guidance Checklist

Name of Local Educational Agency or Equivalent: California Pacific Charter-SDNumber of schools: 1Enrollment: 233Superintendent (or equivalent) Name: Christine FeherAddress: 4101 Birch St. Suite 150Phone Number: (855)225-7227Newport Beach, CA 92660Email: cfeher@cal-pacs.org

Date of proposed reopening:

Not applicable – online school never closedCounty: San Diego

Grade Level (check all that apply)

Current Tier: N/A TK 2nd 5th 8th 11th*(please indicate Purple, Red, Orange or Yellow)* K 3rd 6th 9th 12th 1st 4th 7th 10thType of LEA: Charter School (online)

This form and any applicable attachments should be posted publicly on the website of the local educational agency (or equivalent) prior to reopening or if an LEA or equivalent has already opened for in-person instruction. For those in the Purple Tier, materials must additionally be submitted to your local health officer (LHO), local County Office of Education, and the State School Safety Team prior to reopening.

The email address for submission to the State School Safety for All Team for LEAs in Purple Tier is:

K12csp@cdph.ca.gov

LEAs or equivalent in Counties with a case rate $\geq 25/100,000$ individuals can submit materials but cannot re-open a school until the county is below 25 cases per 100,000 (adjusted rate) for 5 consecutive days.

For Local Educational Agencies (LEAs or equivalent) in **ALL TIERS**:

I, Christine Feher, post to the website of the local educational agency (or equivalent) the COVID Safety Plan, which consists of two elements: the **COVID-19 Prevention Program (CPP)**, pursuant to CalOSHA requirements, and this **CDPH COVID-19 Guidance Checklist** and accompanying documents,

which satisfies requirements for the safe reopening of schools per CDPH [Guidance on Schools](#). For those seeking to open while in the Purple Tier, these plans have also been submitted to the local health officer (LHO) and the State School Safety Team.

I confirm that reopening plan(s) address the following, consistent with guidance from the California Department of Public Health and the local health department:

- Stable group structures (where applicable):** How students and staff will be kept in stable groups with fixed membership that stay together for all activities (e.g., instruction, lunch, recess) and minimize/avoid contact with other groups or individuals who are not part of the stable group.

Please provide specific information regarding:

How many students and staff will be in each planned stable, group structure? (If planning more than one type of group, what is the minimum and maximum number of students and staff in the groups?)

Online school - not applicable

If you have departmentalized classes, how will you organize staff and students in stable groups?

Online school - students have access to online curriculum

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Testing of Staff: How school officials will ensure that students and staff who have symptoms of COVID-19 or have been exposed to someone with COVID-19 will be rapidly tested and what instructions they will be given

while waiting for test results. Below, please describe any planned periodic asymptomatic staff testing cadence.

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Staff asymptomatic testing cadence. Please note if testing cadence will differ by tier:

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Additional Resources:

[Guidance on Schools](#)

[Safe Schools for All Hub](#)

Date: 08/26/2022

2021 COVID-19 School Guidance Checklist

Name of Local Educational Agency or Equivalent: California Pacific Charter-SONumber of schools: 1Enrollment: 115Superintendent (or equivalent) Name: Christine FeherAddress: 4101 Birch St. Suite 150Phone Number: (855)225-7227

Newport Beach, CA 92660

Email: cfeher@cal-pacs.orgDate of proposed reopening:
Not applicable – online school never closedCounty: Sonoma

Grade Level (check all that apply)

Current Tier: N/A
(please indicate Purple, Red, Orange or Yellow) TK 2nd 5th 8th 11th K 3rd 6th 9th 12th 1st 4th 7th 10thType of LEA: Charter School (online)

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Additional Resources:

[Guidance on Schools](#)

[Safe Schools for All Hub](#)

Coversheet

Consent - Personnel Services

Section: X. Consent
Item: C. Consent - Personnel Services
Purpose: Vote

Submitted by:

Related Material:

DRAFT Occupational Therapist Board Approval September 2022.docx (1).pdf

DRAFT Payroll and Benefits Technician Board Approval September 2022.docx.pdf



California Pacific Charter Schools

Occupational Therapist *Job Description*

Reports To:	Assistant Director of Special Education or designee
FLSA Status:	Exempt depending on assignment
School Classification:	Classified
Pay Range:	Grade 40
Work Schedule:	175 days
Location:	Onsite/Remote Office

Position Summary: *Provide developmental and sensory-motor evaluations of students (TK-12); develop occupational therapy treatment plans for school based Occupational therapy care within various public education settings; participate in IEP meetings; consult with IEP teams; consult with school staff at the general education level and participate in the RtI/SST process; conduct IEP compliance reviews; participate in monthly meetings with special education department team; provide occupational therapy services to students; provide in-service trainings on the role of occupational therapy, sensory-motor deficits for school personnel; and perform related work as required.*

Minimum Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily.

- Possess certification as Occupational Therapist, Registered (OTR) by the American Occupational Therapy Certification Board.
- Appropriate OT License by the California State Department Board of Occupational Therapy
- Hold and maintain a valid California Driver's License; proof of automobile insurance; and full time use of a dependable automobile that is insured pursuant to California regulations.
- State and federal background clearance (LiveScan) to work with students (Education Code Section 44237). No prospective employee can report to work without this clearance being received and Human Resources notifying the immediate supervisor of this clearance.
- Proof of a clear TB test dated within the last 60 days (Education Code Section 49406) upon employment and thereafter updated every four years

General Skills:

- Team player, with a multi- disciplinary approach
- Love of learning – a lifelong learner
- Flexible and adaptable
- Open to differing views and objectives
- Conflict resolution skills
- Uphold the School's vision and mission by acting with integrity

Essential Duties and Responsibilities

1. Provide for an educationally-related occupational therapy assessment (initials and triennials),

which includes student observation, records review, interview, standardized and non-standardized testing in areas of suspected disability.

2. Write assessment reports according to specified guidelines.
3. Develop appropriate long-term and short-term goals and objectives for the Individualized Education Program (IEP) to improve students' functional abilities and enhance students' ability to learn within various educational settings
4. Design, plan and provide direct occupational therapy services to students
5. Assist in coordinating the implementation of goals and objectives with the IEP team to provide integrated services
6. Monitor student progress toward goals and review students with occupational therapy services on an annual basis
7. Provide consultation to educational staff and parents for management of perceptual, motor, sensory, and self-care programs
8. Appropriately refer students and parents to related services which will aid students' development
9. Participate in meetings at the general education level to assist in developing appropriate interventions and goals for students at various tiers of the RtI/SST process
10. Collaborate with the special education department team and make suggestions toward the future development of occupational therapy services throughout all school programs
11. Maintain and oversee the maintenance of IEPs and progress records on individual students
12. Conduct quarterly IEP reviews to ensure compliance in all areas
13. Provide direction, training, and assistance to Instructional Assistants and Certified Occupational Therapy Assistants assigned to support occupational therapy services
14. May act as a liaison between the charter schools and other agencies to coordinate student services
15. Comply with established confidentiality procedures regarding the release of student information
16. Develop and implement training opportunities and in-services for educational staff and parents in areas such as sensory motor, sensory integration, sensory stimulation and body awareness, fine motor and gross motor skills and other areas within the therapist's area of expertise
17. Demonstrate continued professional growth through continuing education or advanced study, attendance at workshops, or coursework relevant to the student population to be served
18. Communicate effectively via oral, written, or electronic means with educational staff, student, parents, and administration
19. Perform other duties as required to maintain the integrity of the educational occupational therapy program
20. Demonstrate a positive, consistent and understanding attitude toward students

Other Duties:

Occupational Therapist Job Description

Board Approved: September 2022

- Proctoring duties as needed during student testing sessions
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours
- Document and report to the school's management all formal disciplinary actions involving students; supporting management with addressing and resolving complaints from students and parents in a timely manner; ensuring compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act)
- Perform other related duties as assigned

Knowledge and Abilities: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Knowledge

- Principles and methods of occupational therapeutic techniques
- Theory of physical and mental rehabilitation underlying the practices of occupational therapy
- Objectives of occupational therapy treatment and services
- Special education laws and mandates at the federal and state levels
- Skeletal anatomy, neuromuscular function and dysfunction
- Kinesiology and occupational therapy modalities
- Principles of consultation, training, and supervision
- Basic concepts of postural stability, motor planning, fine motor coordination, activities of daily living, environmental adaptations and use of assistive devices, and sensory processing
- Appropriate English usage, punctuation, spelling, and grammar
- Basic arithmetic concepts
- Routine record storage and retrieval
- Management procedures

Ability

- Identify and analyze areas of developmental and sensory-motor dysfunction
- Develop and provide treatment plans, goals, and objectives to correct sensory-motor dysfunction
- Provide consultation for management, staff and parents of motor, sensory, perceptual, and self-care programs within various educational settings
- Explain and provide training on occupational therapy and rehabilitative principles
- Provide direction to assigned staff; speak and write effectively
- Maintain records and prepare reports
- Establish and maintain cooperative relationships with those contacted during the course of work.
- Appropriately and positively manage student behavior

Use of Computer Technology: To perform this job successfully, an individual must be proficient utilizing SEIS software, Microsoft Office applications, and a variety of web-based applications; have the ability to utilize the Internet to conduct research and participate in virtual meetings; and respond to a high volume of emails in a timely manner.

Occupational Therapist Job Description

Board Approved: September 2022

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Hearing and speaking to exchange information
- Dexterity of hands and fingers to demonstrate activities
- Operate a computer and other office productivity machinery
- Seeing to read a variety of materials and monitor students
- Close vision and ability to adjust focus
- Bending at the waist, kneeling or crouching
- Sitting or standing for extended periods of time
- Lifting objects up to 25 pounds with or without assistance
- With assistance and devices provided may lift or position students weighing more than 100 lbs. at waist height up to a distance of 5 feet
- Driving a vehicle to meet with students and attend a variety of meetings

Work Environment: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Noise level is generally moderate
- Meetings conducted in public and private settings
- Indoor and outdoor in varying temperatures
- Employee must have available transportation and be able to drive up to 100 miles in a day

Hazards:

- Potential physical hazards involved in intervening in altercations and antisocial behavior
- Contact with dissatisfied individuals

Employee Acknowledgement:

The above job description is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor.

Employee Signature

Printed Name

Date

*Occupational Therapist Job Description
Board Approved: September 2022*



Payroll and Benefits Technician

Job Description

Reports To:	Assistant Director of Human Resources
FLSA Status:	Exempt
School Classification:	Classified
Pay Range:	Grade 21
Location:	Onsite/Remote Office

Position Summary

In coordination with the Assistant Director of HR, the Payroll and Benefits Technician performs a variety of technical functions in the management of the corporation's payroll processing, retirement reporting, employee benefits, systems analysis, and statistical reporting. Performs regular record and data audits, and prepares and maintains a variety of related files, records, and reports; maintains confidentiality of sensitive and privileged information.

Minimum Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily.

- High school diploma or equivalent supplemented by specialized college level coursework in a payroll, accounting or a related field. Certified Payroll Professional (CPP) preferred.
- Three (3) years of increasingly responsible payroll and benefits experience including responsibility for technical payroll, employee benefits, and retirement accounting. At least one (1) year of experience processing payroll in a computerized payroll system environment. A combination of training and experience may be substituted to demonstrate sufficient knowledge, skills, and abilities to perform the duties of the position.
- State and federal background clearance (LiveScan) to work with students (Education Code Section 44237). No prospective employee can report to work without this clearance being received and Human Resources notifying the immediate supervisor of this clearance.
- Proof of a clear TB test dated within the last 60 days (Education Code Section 49406) upon employment and thereafter updated every four years.

General Skills

- Team player
- Love of learning – a lifelong learner
- Flexible and adaptable
- Open to differing views and objectives
- Conflict resolution skills

Payroll and Benefits Technician Job Description
Board Approval: September 2022

- Uphold the School's vision and mission by acting with integrity

Essential Duties and Responsibilities

1. Performs complex payroll processing duties to ensure timely and accurate payment of staff in accordance with accounting and labor law requirements; performs technical duties to support payroll and human resources functions.
2. Prepares and processes semi-monthly and monthly payroll and reporting activities.
3. Computes wages and deductions and enters data in the HRIS with accuracy.
4. Processes and monitors requirements and actions affecting payroll such as wage garnishments, overpayments, or underpayments, direct deposit, W-2 corrections, and workers' compensation abatements; prepares notice to affected employees as appropriate.
5. Assists in providing training and support for staff across the organization; responds to payroll inquiries in a timely manner, and ensures high level customer service.
6. Assists in conducting audit of payroll records and reconciling payroll discrepancies; reviews time cards, stipends, benefits deductions, FLSA status, minimum wage, and other payroll input for accuracy and consistency with policies and laws.
7. Prepare and submit payroll cycle cash requirements for fiscal services approval.
8. Process employee terminations and retirements; notify appropriate retirement system of employee status; calculate and coordinate final pay.
9. Prepare and submit retirement reporting following payroll cycle processing.
10. Posts payroll related accounting entries in the fiscal information system.
11. Assists with gathering information and preparing responses to unemployment claims, subpoena for records, employment verification, workers' compensation wage statements and abatements, and disability claims.
12. Pursue the repayment of overpaid wages for current and former employees as needed.
13. Prepare employee communication for leave of absences; track employee leaves and calculate pay adjustments.
14. Assists with the coordination of the open enrollment process for employee benefits; manages benefit change processing throughout the year; enters employee benefit deduction in HRIS and assists with benefit invoice reconciliation; responds to employee inquiries and provides support in benefit utilization.
15. Monitors ACA compliance data in HRIS; ensures accurate coding for reporting.
16. During periods of high volume, assists with the data entry in the HRIS/Payroll system.
17. Provide information and assistance to personnel, staff, and the public regarding a variety of payroll matters, personnel regulations, policies, and procedures.
18. Establish and maintain a variety of records, files, spreadsheets and reports.
19. Act as a general resource for payroll/HR contacts to ensure their understanding and compliance with policies and regulations. Keep management advised of potential problem areas and recommend/implement solutions as appropriate.

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20. Coordinate with various departments and outside agencies to exchange information and resolve issues.
21. Assists supervisor by performing research and special projects as requested; participates in ongoing department enhancement by continually reviewing processes and procedures to improve efficiency and effectiveness.
22. Maintain confidentiality of sensitive and privileged information; ensure compliance with applicable laws, codes, rules and regulations.
23. Participate in ongoing training and professional development to maintain knowledge of current HR, payroll, and benefits regulations on the state and federal level; provide updated information and training to employees.

Other Duties

- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours
- Assist with documentation and reporting to the school's management all formal disciplinary actions involving students; supporting management with addressing and resolving complaints from students and parents in a timely manner; ensuring compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act)
- Perform other related duties as assigned

Knowledge and Abilities

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Knowledge of

- Assignment specific laws, regulations, policies, procedures and codes (Labor Code, Education Code, board policies and procedures).
- Methods and techniques involved in payroll preparation, monitoring, and controls
- State and Federal tax withholding, voluntary deductions, garnishments and fringe benefits
- Basic payroll accounting practices, procedures and terminology
- Record-keeping techniques.
- Modern office practices, procedures, machines, and equipment.
- Operation of a computer and assigned software.
- Effective interpersonal skills using tact, patience, and courtesy.
- Correct English usage, grammar, punctuation, and spelling.
- Oral and written communication skills.
- Mathematic computations.

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Ability to

- Demonstrate effective interpersonal skills.
- Communicate effectively in a timely manner, both orally and in writing.
- Use technology in an effective manner for communicating and reporting.
- Meet schedules and timelines; plan and organize work.
- Learn and apply established rules, regulations, policies and procedures related to the payroll processing function
- Establish and maintain cooperative working relationships with employees, vendors, administrators and members of the public.
- Maintain confidentiality.
- Follow directions and uphold department policies and practices.
- Prepare and maintain clear and accurate records and reports.
- Prepare correspondence and reports.
- Participate as a positive team member for the purpose of enhancing and sharing knowledge and skills for the delivery of best practices.

Use of Computer Technology

To perform this job successfully, an individual must be proficient using Microsoft Office programs, Google Suite, database software such as a HRIS/Payroll system; have the ability to utilize the Internet to conduct research and participate in virtual meetings; and respond to a high volume of emails in a timely manner.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Hearing and speaking to exchange information
- Operate a computer and other office productivity machinery
- Seeing to read a variety of materials
- Bending at the waist, kneeling or crouching
- Sitting for extended periods of time
- Lifting objects up to 25 pounds with or without assistance
- Close vision and ability to adjust focus
- Driving a vehicle to participate in meetings

Work Environment

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The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Noise level is generally moderate
- Meetings conducted in an office setting
- Indoor varying in temperature
- Employee must have available transportation and be able to drive up to 100 miles in a day

Hazards

- Contact with dissatisfied individuals
-

Employee Acknowledgement

The above job description is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor.

Employee Signature Printed Name Date

Coversheet

Consent - Policy Development

Section: X. Consent
Item: D. Consent - Policy Development
Purpose: Vote
Submitted by: Christine Feher/Gretchen Chamberlain

Related Material:

CPCS BB 9320 Meetings and Notices _.docx (1).pdf
CPCS BB 9321 Closed Session Purposes and Agendas.docx (1).pdf
CPCS BB 9321.1 Closed Session Actions And Reports.docx (1).pdf
CPCS - 3012 Purchasing Card Fiscal Policy REVISED 2022.docx (1).pdf
CPCS - 3012 Purchasing Card Fiscal Policy REVISED 2022.docx - redline.pdf

BACKGROUND:

In order to ensure adherence with State and federal laws related to instruction, it is recommended the Board approve the following policy as presented.

Policies 9320, 9321 and 9321.1: these policies were previously brought to the Board for review and discussion; they are being brought back to the Board for final approval.

Policy 3012: Language was updated to allow for temporary increases to the credit cards up to the school's combined total credit limit, and to identify the single transaction limit can exceed \$2,500 with approval.

RECOMMENDATION:

It is recommended the Board approve the existing board policies revised or reviewed for the 2022-2023 school year.

Fiscal Impact: None.

BOARD BY-LAWS**9320-CPCS**

MEETINGS AND NOTICES

Meetings of the Board of Directors (Board) are conducted for the purpose of accomplishing the non-profit corporation that operates charter school(s) business. In accordance with state open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, board meetings shall provide opportunities for questions and comments by members of the public. All meetings shall be conducted in accordance with law and the Board's bylaws, policies, and administrative regulations.

A board meeting exists whenever a majority of Board members gather at the same time and place to hear, discuss, or deliberate upon any item within the subject matter jurisdiction of the Board or non-profit corporation.

A majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. However, an employee or non-profit corporation official may engage in separate conversations with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or non-profit corporation official does not communicate the comments or position of any Board members to other Board members.

In order to help ensure the participation of individuals with disabilities at board meetings, the Superintendent/CEO or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act.

Regular Meetings

The Board shall hold regular meetings each month excluding July and other months that are approved by the board via the annual board meeting calendar.. The Board shall hold two regular meetings in June. The dates, times and locations shall be set at the Board's annual organizational meeting.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public and on the non-profit corporation's Internet web site.

Whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent/CEO or designee shall make the materials available for public inspection at a public office or location designated for that purpose.

Special Meetings

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members. However, a special meeting shall not be called regarding the salary, salary schedule, or other compensation of the Superintendent/CEO, assistant superintendent, or other

BOARD BY-LAWS**9320-CPCS**

MEETINGS AND NOTICES

management employee as described in Government Code 3511.1.

Written notice of special meetings shall be delivered personally or by any other means to all Board members. The notice also shall be posted on the non-profit corporation's Internet website. The notice shall be received at least 24 hours before the time of the meeting. The notice shall also be posted at least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and place of the meeting and the business to be transacted or discussed. No other business shall be considered at this meeting.

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the board or by being present at the meeting at the time it convenes.

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration.

Emergency Meetings

In the case of an emergency situation for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall comply with all other requirements for special meetings during an emergency meeting.

An emergency situation means either of the following:

1. An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board
2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist activity, or threatened terrorist act that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. All telephone numbers provided by the media in the most recent request for notification must be exhausted. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the

BOARD BY-LAWS

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MEETINGS AND NOTICES

meeting and any action taken by the Board. In the case of a dire emergency, the Board president or designee shall give such notice at or near the time the member notifies the other members of the Board about the meeting.

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible.

Adjourned/Continued Meetings

A majority vote by the Board may adjourn/continue any regular or special meeting to a later time and place that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time and shall give notice in the same manner required for special meetings.

Within 24 hours after the time of adjournment, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the place where the meeting was held.

Study Sessions, Retreats, Public Forums, and Discussion Meetings

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss board roles and relationships.

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within the non-profit corporation boundaries.

Other Gatherings

Attendance by a majority of Board members at any of the following events is not subject to the Brown Act provided that a majority of the Board members do not discuss specific non-profit corporation business among themselves other than as part of the scheduled program:

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members
2. An open, publicized meeting organized by a person or organization other than the non-profit corporation to address a topic of local community concern

BOARD BY-LAWS**9320-CPCS**

MEETINGS AND NOTICES

3. An open and noticed meeting of another body of the non-profit corporation
4. An open and noticed meeting of a legislative body of another local agency
5. A purely social or ceremonial occasion
6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers

Individual contacts or conversations between a Board member and any other person are not subject to the Brown Act.

Location of Meetings

Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135, including, but not limited to, religion, sex, or sexual orientation. In addition, meetings shall not be held in a facility which is inaccessible to individuals with disabilities or where members of the public must make a payment or purchase in order to be admitted.

Meetings shall be held within the non-profit corporation boundaries, except to do any of the following:

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the non-profit corporation is a party
2. Inspect real or personal property which cannot conveniently be brought into the non-profit corporation, provided that the topic of the meeting is limited to items directly related to the property
3. Participate in meetings or discussions of multi-agency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law
4. Meet in the closest meeting facility if the non-profit corporation has no meeting facility within its boundaries or if its principal office is located outside the non-profit corporation
5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the non-profit corporation over which the state or federal officials have jurisdiction
6. Meet in or near a facility owned by the non-profit corporation but located outside the

BOARD BY-LAWS**9320-CPCS**

MEETINGS AND NOTICES

non-profit corporation, provided the meeting agenda is limited to items directly related to that facility

7. Visit the office of the non-profit corporation's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs
8. Attend conferences on non-adversarial collective bargaining techniques
9. Interview residents of another non-profit corporation regarding the Board's potential employment of an applicant for Superintendent/CEO of the non-profit corporation
10. Interview a potential employee from another non-profit corporation

Meetings exempted from the boundary requirements, as specified in items #1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

If a fire, flood, earthquake, or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a place designated by the Board president or designee, who shall so inform all news media who have requested notice of special meetings by the most rapid available means of communication.

Teleconferencing

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video.

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction. All votes taken during a teleconference meeting shall be by roll call.

During the teleconference, at least a quorum of the members of the Board shall participate from locations within the non-profit corporation boundaries.

Agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere. Additional teleconference locations may be provided to the public.

All teleconference locations shall be accessible to the public. All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location.

BOARD BY-LAWS

9320-CPCS

MEETINGS AND NOTICES

All board policies, administrative regulations, and bylaws shall apply equally to meetings that are teleconferenced. The Superintendent/CEO or designee shall facilitate public participation in the meeting at each teleconference location.

BOARD BY-LAWS**9321-CPCS**

CLOSED SESSION PURPOSES AND AGENDAS

The Board of Directors (Board) is committed to complying with state open meeting laws and modeling transparency in its conduct of the non-profit corporation business. The Board shall hold closed sessions only for purposes authorized by law. A closed session may be held during a regular, special, or emergency meeting in accordance with law.

Each agenda shall contain a general description of each closed session item to be discussed at the meeting, as required by law.

The Board shall disclose in open session the items to be discussed in closed session. In the closed session, the Board may consider only those matters covered in its statement. After the closed session, the Board shall reconvene in open session before adjourning the meeting, and when applicable, shall disclose any action taken in the closed session, in the manner prescribed by Government Code 54957.1.

The Board shall not disclose any information that is protected by state or federal law. In addition, no victim or alleged victim of tortious sexual conduct or child abuse shall be identified in any board agenda, notice, announcement, or report required by the Brown Act, unless the identity of the person has previously been publicly disclosed.

A board member shall not disclose confidential information received in a closed session unless the Board authorizes the disclosure of that information.

Personnel Matters

The Board may hold a closed session under the "personnel exception" to consider the appointment, employment, evaluation of performance, discipline, or dismissal of an employee. Such a closed session shall not include discussion or action on proposed compensation except for a reduction of compensation that results from the imposition of discipline.

The Board may also hold a closed session to hear complaints or charges brought against an employee by another person or employee, unless the employee requests an open session. Before the Board holds a closed session on specific complaints or charges brought against an employee, the employee shall receive written notice of their right to have the complaints or charges heard in open session if desired. This notice shall be delivered personally or by mail at least 24 hours before the time of the session.

The Board may hold a closed session to discuss the non-profit corporation employee's application for early withdrawal of funds in a deferred compensation plan when the application is based on financial hardship arising from an unforeseeable emergency due to illness, accident, casualty, or other extraordinary event, as specified in the deferred compensation plan.

Agenda items related to the non-profit corporation employee appointments and employment shall describe the position to be filled. Agenda items related to performance evaluations shall specify

BOARD BY-LAWS**9321-CPCS**

CLOSED SESSION PURPOSES AND AGENDAS

the title of the employee being reviewed. Agenda items related to employee discipline, dismissal, or release require no additional information.

Matters Related to Students

The Board shall meet in closed session to consider the expulsion of a student, unless the student submits a written request at least five days before the date of the hearing that the hearing be held in open session. Regardless of whether the expulsion hearing is conducted in open or closed session, the Board may meet in closed session for the purpose of deliberating and determining whether the student should be expelled.

The Board shall meet in closed session to address any student matter that may involve disclosure of confidential student information, or to consider a suspension, disciplinary action, or any other action against a student except expulsion. If a written request for an open session is received from the parent/guardian or adult student, it will be honored to the extent that it does not violate the privacy rights of any other student.

Agenda items related to student matters shall briefly describe the reason for the closed session, such as "student expulsion hearing" or "grade change appeal," without violating the confidentiality rights of individual students. The student shall not be named on the agenda, but a number may be assigned to the student in order to facilitate record keeping. The agenda shall also state that the Education Code requires closed sessions in these cases in order to prevent the disclosure of confidential student record information.

Security Matters

The Board may meet in closed session with the Governor, Attorney General, non-profit corporation attorney, non-profit corporation legal counsel, sheriff or chief of police, or their respective deputies, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings; to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service; or to the public's right of access to public services or public facilities.

The Board may meet in closed session during an emergency meeting held pursuant to Government Code 54956.5 to meet with law enforcement officials for the emergency purposes specified in Government Code 54957 if agreed to by a two-thirds vote of the board members present. If less than two-thirds of the members are present, then the Board must agree by a unanimous vote of the members present.

Agenda items related to security matters shall specify the name of the law enforcement agency and the title of the officer, or name of applicable agency representative and title, with whom the Board will consult.

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CLOSED SESSION PURPOSES AND AGENDAS

Conference with Real Property Negotiator

The Board may meet in closed session with its real property negotiator prior to the purchase, sale, exchange, or lease of real property by or for the non-profit corporation in order to grant its negotiator authority regarding the price and terms of payment for the property.

Before holding the closed session, the Board shall hold an open and public session to identify its negotiator(s) and the property under negotiation and to specify the person(s) with whom the negotiator may negotiate.

For purposes of real property transactions, negotiators may include members of the Board.

Agenda items related to real property negotiations shall specify the non-profit corporation negotiator attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the negotiating parties and the street address of the real property under negotiation. If there is no street address, the agenda item shall specify the parcel number or another unique reference of the property. The agenda item shall also specify whether instruction to the negotiator will concern price, terms of payment, or both.

Pending Litigation

Based on the advice of its legal counsel, the Board may hold a closed session to confer with or receive advice from its legal counsel regarding a pending litigation when a discussion of the matter in open session would prejudice the non-profit corporation's position in the litigation. For this purpose, "litigation" means any adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator.

Litigation is considered "pending" in any of the following circumstances:

1. Litigation to which the non-profit corporation is a "party" has been initiated formally.
2. A point has been reached where, in the Board's opinion based on the advice of its legal counsel regarding the "existing facts and circumstances," there is a "significant exposure to litigation" against the non-profit corporation, or the Board is meeting solely to determine whether, based on existing facts or circumstances, a closed session is authorized. Existing facts and circumstances for these purposes are limited to the following:
 - a. Facts and circumstances that might result in litigation against the non-profit corporation but which the non-profit corporation believes are not yet known to potential plaintiffs and which do not need to be disclosed.

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CLOSED SESSION PURPOSES AND AGENDAS

- b. Facts and circumstances including, but not limited to, an accident, disaster, incident, or transactional occurrence which might result in litigation against the non-profit corporation, which are already known to potential plaintiffs and which must be publicly disclosed before the closed session or specified on the agenda.
 - c. The receipt of a claim pursuant to the Tort Claims Act or a written threat of litigation from a potential plaintiff. The claim or written communication must be available for public inspection.
 - d. A threat of litigation made by a person in an open meeting on a specific matter within the responsibility of the Board.
 - e. A threat of litigation made by a person outside of an open meeting on a specific matter within the responsibility of the Board, provided that the non-profit corporation official or employee receiving knowledge of the threat made a record of the statement before the meeting and the record is available for public inspection. Such record does not need to identify an alleged victim of tortious sexual conduct or anyone making a threat on their behalf or identify an employee who is the alleged perpetrator of any unlawful or tortious conduct, unless the identity of this person has been publicly disclosed.
3. Based on existing facts and circumstances, the Board has decided to initiate or is deciding whether to initiate litigation.

Before holding a closed session pursuant to the pending litigation exception, the Board shall state on the agenda or publicly announce the subdivision of Government Code 54956.9 under which the closed session is being held. If authority is based on Government Code 54956.9(a), the Board shall either state the title or specifically identify the litigation to be discussed or state that doing so would jeopardize the non-profit corporation's ability to effectuate service of process upon unserved parties or to conclude existing settlement negotiations to its advantage.

Agenda items related to pending litigation shall be described as a conference with legal counsel regarding either "existing litigation" or "anticipated litigation."

"Existing litigation" items shall identify the name of the case specified by either the claimant's name, names of parties, or case or claim number, unless the Board states that to identify the case would jeopardize service of process or existing settlement negotiations.

"Anticipated litigation" items shall state that there is significant exposure to litigation pursuant to Government Code 54956.9(b) and shall specify the potential number of cases. When the non-profit corporation expects to initiate a suit, items related to anticipated litigation shall state that the discussion relates to the initiation of litigation pursuant to Government Code 54956.9(c)

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CLOSED SESSION PURPOSES AND AGENDAS

and shall specify the potential number of cases. The agenda or an oral statement before the closed session may be required to provide additional information regarding existing facts and circumstances described in item #2 b-e above.

Review of Audit Report from California State Auditor's Office

Upon receipt of a confidential final draft audit report from the California State Auditor's Office, the Board may meet in closed session to discuss its response to that report. After public release of the report from the California State Auditor's Office, any board meeting to discuss the report must be conducted in open session, unless exempted from that requirement by some other provision of law.

Closed session agenda items related to an audit by the California State Auditor's Office shall state "Audit by California State Auditor's Office."

Review of Assessment Instruments

The Board may meet in closed session to review the contents of any student assessment instrument approved or adopted for the statewide testing system. Before any such meeting, the Board shall agree by resolution to accept any terms or conditions established by the State Board of Education for this review.

Agenda items related to the review of student assessment instruments shall state that the Board is reviewing the contents of an assessment instrument approved or adopted for the statewide testing program and that Education Code 60617 authorizes a closed session for this purpose in order to maintain the confidentiality of the assessment under review.

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CLOSED SESSION ACTIONS AND REPORTS

No matters other than those announced in open session shall be acted upon during the closed session.

The Board shall reconvene in open session before adjourning and report closed session actions, the votes or abstentions thereon, and other disclosures required by Government Code 54957.1. These disclosures may be made at the location announced in the agenda for the closed session, as long as the public is allowed to be present at that location for the purpose of hearing them.

Personnel Matters

The Board shall report any personnel action taken and the votes or abstentions thereon at the public meeting during which the closed session is held. This report shall identify the title of the position. However, the report of a dismissal or nonrenewal of an employment contract shall be deferred until the first public meeting after administrative remedies, if any, have been exhausted.

Student Matters

Actions related to student matters shall be taken in open session and shall be a matter of public record. No information shall be released in violation of student privacy rights provided in law.

Real Estate Negotiations

Approval of an agreement concluding real estate negotiations shall be reported after the agreement is final. If the Board renders the agreement final, it shall report that approval, the votes or abstentions thereon, and the substance of the agreement in open session at the public meeting during which the closed session is held. If final approval rests with the other party, the Superintendent/CEO or designee shall disclose the fact of that approval and the substance of the agreement upon inquiry by any person, as soon as the other party or its agent has informed the non-profit corporation of its approval.

Pending Litigation

The Board shall report the following actions related to pending litigation, and the votes or abstentions thereon, at the public meeting during which the closed session is held:

1. Approval to legal counsel to defend, appeal or not appeal, or otherwise appear in litigation. This report shall identify the adverse parties, if known, and the substance of the Litigation.
2. Approval to legal counsel to initiate or intervene in a lawsuit. This report shall state that directions to initiate or intervene in the action have been given and that details will be disclosed to inquiring parties after the lawsuit is commenced unless doing so would jeopardize the non-profit corporation's ability to serve process on unserved parties or its

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CLOSED SESSION ACTIONS AND REPORTS

ability to conclude existing settlement negotiations to its advantage.

3. Acceptance of a signed offer from the other party or parties which finalizes the settlement of pending litigation. This report shall state the substance of the agreement.

If approval is given to legal counsel to settle pending litigation and if final approval rests with the other party or with the court, the non-profit corporation shall report the fact of approval, the substance of the agreement and the vote and abstentions thereon to persons who inquire once the settlement is final.

Review of Assessment Instruments

At the public meeting during which the Board holds a closed session to review student assessment instruments, the Board shall confirm that this review was made. Any actions related to the review shall be taken in open session without revealing any proprietary or confidential information and shall be a matter of public record.

BUSINESS/NON-INSTRUCTIONAL**3012-CPCS**

PURCHASING CARD FISCAL POLICY

All purchases made using the California Pacific Charter School's ("School") Chase Purchasing Card ("Card") must be for official school business and in accordance with the School's fiscal purchasing policy. The card must not be used for personal expenditures regardless of the reason. Unauthorized purchases or misuse of the card may render the individual purchaser liable for the goods or services and corrective action up to and including termination and/or possible criminal charges.

Failure to provide adequate documentation for a purchase will constitute misuse of the card. Adequate documentation consists of at least one of the following documents (referred to hereafter in this policy as the receipt) signed by the cardholder:

1. Original itemized invoice on company letterhead
2. Cash register receipt (itemized)
3. Printed online order form (itemized)
4. Facsimiles of itemized order form (faxed from company)
5. Handwritten itemized voucher from vendor describing items purchased and including original signature, phone number, address and tax identification number
6. Signed affidavit from purchaser itemizing purchase. This option is reserved as a last resort in the case of a lost or stolen original itemized receipt. Abuse of this option will result in reprimand and corrective action.

Note: The customer copy of the charge slip showing only the total charge is not sufficient documentation. The receipt must list specific items purchased.

If an original sales slip/invoice is not available at the time of statement reconciliation, the School is not liable for the purchase and will invoice the cardholder for reimbursement of the charge.

When the Card is issued, the cardholder must sign the Purchase Card Receipt Acknowledgement Form. This form states that the cardholder accepts the responsibility for the protection and proper use of the card. If the procedures are not followed leading to unauthorized use of the card, the cardholder will be held responsible for any cost to the School.

The use of the purchase card is intended for legitimate purchases, such as conference reservations, group meals for meetings with an agenda, hotel reservations, and/or flights, and may be used for routine or planned purchases for business purposes. Generally, the purchase card should not be used for purchases requiring contracts. Additionally, strict enforcement of these procedures must be adhered to in order to operate in compliance with audit requirements in regard to purchase card usage and receipt documentation, and to prevent misuse, fraud, or potential embezzlement of funds.

BUSINESS/NON-INSTRUCTIONAL

3012-CPCS

PURCHASING CARD FISCAL POLICY

Review and Approval of Purchasing Cards

1. The purchasing cardholder will review the card statement to ensure it includes only their own approved charges.
2. The accounting department will review all charges on the card statement against all purchase documents the cardholder submits.
3. Any charges not made by the cardholder will be identified and discussed with the accounting department staff and forwarded to the Assistant Director of Fiscal Services.
4. The Assistant Director of Fiscal Services or designee will review and approve or disapprove the Administrative Assistant's Card use; and the Board of Directors or designee will review and approve or disapprove the Executive Director's Card use.
5. The Assistant Director of Fiscal Services will review charges and supporting documentation for the monthly statement before approving any payment.
6. Each Card will have a credit limit of \$10,000. A temporary increase up to the School's combined total credit limit may be coordinated and approved in advance by the Executive Director or designee.
7. The Card will have a single transaction limit of \$2,500; charges above this amount require pre-approval from the Assistant Director of Fiscal Services or designee.
8. All cardholders should report the loss or theft of their Card immediately to Chase Bank and the Assistant Director of Fiscal Services, even if the loss or theft occurs on a weekend or holiday. If a Card is stolen, the cardholder should file a police report, and a copy of the report should be maintained for insurance purposes.

BUSINESS/NON-INSTRUCTIONAL**3012-CPCS****PURCHASING CARD FISCAL POLICY**

All purchases made using the California Pacific Charter School's ("School") Chase Purchasing Card ("Card") must be for official school business and in accordance with the School's fiscal purchasing policy. The card must not be used for personal expenditures regardless of the reason. Unauthorized purchases or misuse of the card may render the individual purchaser liable for the goods or services and corrective action up to and including termination and/or possible criminal charges.

Failure to provide adequate documentation for a purchase will constitute misuse of the card. Adequate documentation consists of at least one of the following documents (referred to hereafter in this policy as the receipt) signed by the cardholder:

1. Original itemized invoice on company letterhead
2. Cash register receipt (itemized)
3. Printed online order form (itemized)
4. Facsimiles of itemized order form (faxed from company)
5. Handwritten itemized voucher from vendor describing items purchased and including original signature, phone number, address and tax identification number
6. Signed affidavit from purchaser itemizing purchase. This option is reserved as a last resort in the case of a lost or stolen original itemized receipt. Abuse of this option will result in reprimand and corrective action.

Note: The customer copy of the charge slip showing only the total charge is not sufficient documentation. The receipt must list specific items purchased.

If an original sales slip/invoice is not available at the time of statement reconciliation, the School is not liable for the purchase and will invoice the cardholder for reimbursement of the charge.

When the Card is issued, the cardholder must sign the Purchase Card Receipt Acknowledgement Form. This form states that the cardholder accepts the responsibility for the protection and proper use of the card. If the procedures are not followed leading to unauthorized use of the card, the cardholder will be held responsible for any cost to the School.

The use of the purchase card is intended for legitimate purchases, such as conference reservations, group meals for meetings with an agenda, hotel reservations, and/or flights, and may be used for routine or planned purchases for business purposes. Generally, the purchase card should not be used for purchases requiring contracts. Additionally, strict enforcement of these procedures must be adhered to in order to operate in compliance with audit requirements in regard to purchase card usage and receipt documentation, and to prevent misuse, fraud, or potential embezzlement of funds.

BUSINESS/NON-INSTRUCTIONAL**3012-CPCS****PURCHASING CARD FISCAL POLICY****Review and Approval of Purchasing Cards**

1. The purchasing cardholder will review the card statement to ensure it includes only their own approved charges.
2. The accounting department will review all charges on the card statement against all purchase documents the cardholder submits.
3. Any charges not made by the cardholder will be identified and discussed with the accounting department staff and forwarded to the Assistant Director of Fiscal Services.
4. The Assistant Director of Fiscal Services or designee will review and approve or disapprove the Administrative Assistant's Card use; and the Board of Directors or designee will review and approve or disapprove the Executive Director's Card use.
5. The Assistant Director of Fiscal Services will review charges and supporting documentation for the monthly statement before approving any payment.
6. ~~The~~ Each Card will have a credit limit of \$10,000. A temporary increase up to ~~a~~ ~~\$15,000~~ the School's combined total credit limit may be coordinated and approved in advance by the Executive Director or designee.
7. The Card will have a single transaction limit of \$2,500; ~~that~~ charges above this amount requires pre-approval from the Assistant Director of Fiscal Services or designee.
8. All cardholders should report the loss or theft of their Card immediately to Chase Bank and the Assistant Director of Fiscal Services, even if the loss or theft occurs on a weekend or holiday. If a Card is stolen, the cardholder should file a police report, and a copy of the report should be maintained for insurance purposes.

Coversheet

Approval of the Unaudited Actuals Financial Report 2021-2022

Section: XI. Business/Financial Services
Item: A. Approval of the Unaudited Actuals Financial Report 2021-2022
Purpose: Vote
Submitted by:
Related Material: CPC-SO 2021-22 Unaudited Actuals (BOARD).pdf
CPC-SD 2021-22 Unaudited Actuals (BOARD).pdf
CPC-LA 2021-22 Unaudited Actuals (BOARD).pdf



2021-22 Unaudited Actuals

California Pacific Charter School – Sonoma

CDS # 49707220139048

Charter #: 2037



California Pacific Charter Schools

2021-22 UNAUDITED ACTUALS NARRATIVE CALIFORNIA PACIFIC CHARTER SCHOOL – SONOMA

2037 California Pacific Charter School – Sonoma (CPC-SO)

The Unaudited Actuals for the fiscal year ended June 30, 2022 reflect the ending balances according to the most accurate information received to date. These reports reflect California Pacific Charter School – Sonoma’s (CPC-SO) financial activities for the 2021-22 fiscal year as well as the School’s financial position as of June 30, 2022. These financials provide comparison between the Estimated Actuals and the Unaudited Actuals. Explanation of these differences increases understanding and transparency. As a direct-funded charter school, a copy of this financial report will be sent to the authorizing district. CPC-SO’s independent auditors, CliftonLarsonAllen LLP, will be auditing these financial statements. Audit fieldwork is scheduled for October 2022, and our audited financial statements are expected to be released on or before December 15, 2022.

FINANCIAL RESERVES

California Pacific Charter School – Sonoma remains fiscally solvent for the current year ended June 30, 2022 while preserving the existing core programs as well as expanding services and meeting LCAP goals. CPC-SO’s ending fund balance is \$601,133, which is approximately 34.38% of annual expenditures for 2021-22. This represents a (\$82,431) (-12.06%) decrease from Estimated Actuals. These are considered to be healthy reserves.

Financial reserves are needed to manage cash flow and to help protect the School from unforeseen revenue shortfalls, unexpected costs, and economic uncertainties. Larger cash reserves may be prudent for charter schools because during economic downturns charter schools have fewer options for borrowing than non-charter public schools, and often pay higher premiums and interest rates when they do borrow.

ENROLLMENT

Enrollment translates into Average Daily Attendance (ADA) which is the principal driver of most State and Federal funding. Funded Enrollment and ADA for the 2021-22 Unaudited Actuals are noted below.

Funded Enrollment	173
Grades TK-3	32.52
Grades 4-6	32.89
Grades 7-8	24.73
Grades 9-12	61.31
Total Funded ADA	151.45
RATIO: ADA to Enrollment	87.54%



California Pacific Charter Schools

2021-22 UNAUDITED ACTUALS NARRATIVE CALIFORNIA PACIFIC CHARTER SCHOOL – SONOMA

REVENUES

General Purpose Entitlement - LCFF Revenue - “Local Control Funding Formula” (LCFF) is the primary funding source. Changes from Estimates Actuals are primarily the result of changes in ADA.

CPC-SO, in reviewing the books, noted several prior year revenue adjustments to be made including 2019-20 and 2020-21 In-Lieu-Of Property Taxes (ILPT) revenue adjustments. These adjustments are reflected in the 2021-22 Unaudited Actuals, with a net reduction to revenue of (-\$150,229).

Federal Revenue - Includes revenue from Title funds and COVID-relief funding sources such as Elementary and Secondary School Relief (ESSER).

Changes from Estimated Actuals are due to less ESSER III - Learning Loss recognition that expected. These funds are for summer school salaries, and as summer school starts at the end of June there were only a few days to capture.

Federal Revenue Detail	
Title I	31,039
Title II	5,688
Title IV	10,000
ESSER II	43,914
ESSER III	61,475
ESSER III Learning Loss	2,051
Federal Special Education	25,605
Total Federal Revenue	179,772

Other State Revenue - Includes revenue from Educator Effectiveness Block Grant, Career Technical Education Incentive Grant (CTEIG), Expanded Learning Opportunities (ELO), and SELPA Learning Recovery Funds. Changes in the Unaudited Actuals are due primarily to capturing Educator Effectiveness dollars that were not included in Estimated Actuals; these funds were captured related to AVID Summer Institute allowable expenditures.

Other State Revenue Detail	
Educator Effectiveness	2,293
CTEIG	16,978
SELPA Learning Recovery	6,640
State ERMHS	5,472
ELO	7,437
ELO - Paraprofessionals	6,037
Mandated Cost Reimbursements	5,316
State Lottery Revenue	38,471
State Federal Education	101,174
Total Other State Revenue	189,817



California Pacific Charter Schools

2021-22 UNAUDITED ACTUALS NARRATIVE CALIFORNIA PACIFIC CHARTER SCHOOL – SONOMA

EXPENDITURES

For the year ended June 30, 2022, CPC-SO spent \$10,106 per pupil.

Books and Supplies Expenditures decreased only slightly from Estimated Actuals, showing a decrease of (\$2,507) or -1.86%. Other Services and Operating Expenditures also decreased from Estimated Actuals, showing a decrease of (\$15,279) or -3.69%. These decreases are due to general operating expenses (such as insurance and legal) coming in lower than expected.

LOANS PAYABLE

Revolving Loan Fund Program – CPC-SO received a low-cost loan through the California School Financing Authority Charter School Revolving Loan Fund Program (RLF). The loan carries an interest rate of approximately 2%. Annual payments of principal and interest are deducted from CPC-SO’s LCFF payments received. This loan is expected to be paid in full at the end of the 2024-25 fiscal year.

<u>Fiscal Year</u>	<u>2021-2022</u>
Principal Balance	<u>\$ 187,498</u>
Principal Payment	\$ 48,912
Interest Payment	<u>3,832</u>
Total Repayment	\$ 52,744
Ending Principal Balance	<u>\$ 138,586</u>

DUE TO GRANTOR GOVERNMENTS

For the year ended June 30, 2022, it was noted that CPC-SO overpaid ILPT revenue. This \$25,302 balance represents the amount due back.

CASH FLOW

Cash flow continues to be stable. Cash is always closely monitored to ensure the School is liquid to satisfy obligations. No external borrowing is anticipated to be needed.

CPC-SO cash balance for the year ended June 30, 2022 is \$843,895 which represents approximately 176 days of cash on hand.

California Pacific Charter - Sonoma

2021-22 Unaudited Actuals

SUMMARY

CHARTER 2037	2021-22	2021-22	\$ Change	% Change
	Estimated Actuals	Unaudited Actuals		
Enrollment	173	173	-	0.00%
Average Daily Attendance (P-2)	155.70	151.45	(4.25)	-2.81%
REVENUES				
General Purpose Revenue	\$ 1,425,713	\$ 1,362,150	\$ (63,563)	-4.46%
Federal Revenue	197,766	179,772	(17,994)	-9.10%
Other State Revenue	172,057	189,817	17,760	10.32%
Other Local Revenue	20,957	21,182	226	1.08%
TOTAL REVENUES	\$ 1,816,493	\$ 1,752,921	\$ (63,572)	-3.50%
EXPENDITURES				
Certificated Salaries	\$ 749,904	\$ 818,008	\$ 68,104	9.08%
Classified Salaries	144,109	154,714	10,605	7.36%
Employee Benefits	283,599	241,535	(42,064)	-14.83%
Books and Supplies Expenditures	134,434	131,927	(2,507)	-1.86%
Other Services and Operating Expenditur	413,651	398,372	(15,279)	-3.69%
Other Outgo	3,832	3,832	-	0.00%
TOTAL EXPENDITURES	\$ 1,729,530	\$ 1,748,389	\$ 18,859	1.09%
NET INCREASE / (DECREASE)	\$ 86,963	\$ 4,532	\$ (82,431)	-94.79%
BEGINNING BALANCE, RESERVES	\$ 596,601	\$ 596,601		
NET INCREASE / (DECREASE)	86,963	4,532		
ENDING BALANCE	\$ 683,563	\$ 601,133	\$ (82,431)	-12.06%
ENDING BALANCE AS % OF EXPENDITURES	39.52%	34.38%		

Company Name: California Pacific Charter Schools

Report Name: Balance Sheet

As Of Date: 06/30/2022

Location: 95--California Pacific Charter - Sonoma

Account Name	Opening balance on 07/01/2021	Closing balance on 06/30/2022
<u>ASSETS</u>		
Cash and Cash Equivalents	249,980	843,895
Accounts Receivable	606,205	171,629
Prepaid Expenses	28,289	10,317
TOTAL ASSETS	884,474	1,025,841
<u>LIABILITES AND FUND BALANCE</u>		
Accounts Payable	(27,307)	(59,132)
Accrued Liabilities	(5,703)	(11,162)
Due To Grantor Governments	-	(25,302)
Loans Payable	(187,498)	(138,586)
Deferred Revenue	(67,365)	(190,526)
Fund Balance as of June 30, 2022	(596,601)	(601,133)
TOTAL LIABILITES AND FUND BALANCE	(884,474)	(1,025,841)



2021-22 Unaudited Actuals

California Pacific Charter School – San Diego

CDS # 37754160132472

Charter #: 1758



California Pacific Charter Schools

2021-22 UNAUDITED ACTUALS NARRATIVE CALIFORNIA PACIFIC CHARTER SCHOOL – SAN DIEGO

1758 California Pacific Charter School – San Diego (CPC-SD)

The Unaudited Actuals for the fiscal year ended June 30, 2022 reflect the ending balances according to the most accurate information received to date. These reports reflect California Pacific Charter School – San Diego’s (CPC-SD) financial activities for the 2021-22 fiscal year as well as the School’s financial position as of June 30, 2022. These financials provide comparison between the Estimated Actuals and the Unaudited Actuals. Explanation of these differences increases understanding and transparency. As a direct-funded charter school, a copy of this financial report will be sent to the authorizing district. CPC-SD’s independent auditors, CliftonLarsonAllen LLP, will be auditing these financial statements. Audit fieldwork is scheduled for October 2022, and our audited financial statements are expected to be released on or before December 15, 2022.

FINANCIAL RESERVES

California Pacific Charter School – San Diego remains fiscally solvent for the current year ended June 30, 2022 while preserving the existing core programs as well as expanding services and meeting LCAP goals. CPC-SD’s ending fund balance is \$2,268,810, which is approximately 67.46% of annual expenditures for 2021-22. This represents a \$141,998 (6.68%) increase from Estimated Actuals. This is an incredibly strong financial position.

Financial reserves are needed to manage cash flow and to help protect the School from unforeseen revenue shortfalls, unexpected costs, and economic uncertainties. Larger cash reserves may be prudent for charter schools because during economic downturns charter schools have fewer options for borrowing than non-charter public schools, and often pay higher premiums and interest rates when they do borrow. Currently, high reserves have been identified for CPC-SD. Throughout the uncertainty of the pandemic, CPC-SD felt that retaining sufficient reserves to weather unforeseen circumstances was the priority. This is especially important in supporting the extra services required for the School’s most high needs students. Going forward, CPC-SD intends to spend-down any amounts in excess of what is reasonably required to meet unforeseen economic conditions and other reserve subcomponents. The School will develop a plan to deficit spend to maintain programs and staffing despite declining enrollments. This will be achieved through additional subscriptions and resources to support learning recovery (such as vendors No Red Ink and Nearpod and additional positions for tutors). Secondly, due to increased needs in Special Education, a new position “Special Education Program Specialist” has been added. Lastly, the School is committed to investing in quality instruction and teacher retention and has increased the salary schedule.



California Pacific Charter Schools

2021-22 UNAUDITED ACTUALS NARRATIVE CALIFORNIA PACIFIC CHARTER SCHOOL – SAN DIEGO

ENROLLMENT

Enrollment translates into Average Daily Attendance (ADA) which is the principal driver of most State and Federal funding. Funded Enrollment and ADA for the 2021-22 Unaudited Actuals are noted below.

Funded Enrollment	272
Grades TK-3	34.63
Grades 4-6	40.07
Grades 7-8	29.16
Grades 9-12	159.58
Total Funded ADA	263.44
RATIO: ADA to Enrollment	96.85%

REVENUES

General Purpose Entitlement - LCFF Revenue - “Local Control Funding Formula” (LCFF) is the primary funding source. Changes from Estimates Actuals are primarily the result of changes in ADA.

Federal Revenue - Includes revenue from Title funds, Comprehensive Support and Improvement (CSI), and COVID-relief funding sources such as Elementary and Secondary School Relief (ESSER).

Additionally, Federal Revenues include the recognition of the one-time Paycheck Protection Program (PPP) revenue. The PPP was awarded in the 2019-20 fiscal year, and the auditors determined that the revenue should be recognized upon receipt of 100% forgiveness. For CPC-SD this forgiveness was received in August 2021 (the current fiscal year); therefore, \$430,324 will be recorded in Other Federal Revenue. Changes from Estimated Actuals are due to less ESSER III - Learning Loss recognition that expected. These funds are for summer school salaries, and as summer school starts at the end of June there were only a few days to capture.

Federal Revenue Detail

Title I	64,439
Title II	8,379
Title IV	10,000
CSI	170,015
ESSER II	68,292
ESSER III	109,758
ESSER III Learning Loss	4,414
Paycheck Protection Program (PPP)	430,324
Federal Special Education	107,410
Total Federal Revenue	973,031



California Pacific Charter Schools

2021-22 UNAUDITED ACTUALS NARRATIVE CALIFORNIA PACIFIC CHARTER SCHOOL – SAN DIEGO

Other State Revenue - Includes revenue from Educator Effectiveness Block Grant, Career Technical Education Incentive Grant (CTEIG), Expanded Learning Opportunities (ELO), and SELPA Learning Recovery Funds. Changes in the Unaudited Actuals are due primarily to capturing Educator Effectiveness dollars that were not included in Estimated Actuals; these funds were captured related to AVID Summer Institute allowable expenditures.

Other State Revenue Detail

Educator Effectiveness	4,779
CTEIG	33,247
SELPA Learning Recovery	12,978
State ERMHS	10,887
ELO	9,442
ELO - Paraprofessionals	8,842
Mandated Cost Reimbursements	10,850
State Lottery Revenue	54,204
State Federal Education	198,906
Total Other State Revenue	344,136

EXPENDITURES

For the year ended June 30, 2022, CPC-SD spent \$12,366 per pupil.

Books and Supplies Expenditures decreased only slightly from Estimated Actuals, showing a decrease of (\$8,738) or -3.90%. Other Services and Operating Expenditures also decreased from Estimated Actuals, showing a decrease of (\$69,968) or -11.09%. These decreases are due to general operating expenses (such as insurance and legal) coming in lower than expected.

DUE TO GRANTOR GOVERNMENTS

At the end of June 30, 2019, the School was overpaid apportionment funding. The \$171,241 balance represents the amount due back to the California Department of Education (CDE).

CASH FLOW

Cash flow continues to be stable. Cash is always closely monitored to ensure the School is liquid to satisfy obligations. No external borrowing is anticipated to be needed.

CPC-SD cash balance for the year ended June 30, 2022 is \$2,495,009 which represents approximately 271 days of cash on hand.

California Pacific Charter - San Diego

2021-22 Unaudited Actuals

SUMMARY

CHARTER 1758	2021-22 Estimated Actuals	2021-22 Unaudited Actuals	\$ Change	% Change
Enrollment	272	272	-	0.00%
Average Daily Attendance (P-2)	256.90	263.44	6.54	2.48%
REVENUES				
General Purpose Revenue	\$ 2,718,138	\$ 2,742,940	\$ 24,802	0.91%
Federal Revenue	931,190	973,031	41,841	4.49%
Other State Revenue	316,052	344,136	28,084	8.89%
Other Local Revenue	192,664	209,935	17,270	8.96%
TOTAL REVENUES	\$ 4,158,044	\$ 4,270,042	\$ 111,997	2.69%
EXPENDITURES				
Certificated Salaries	\$ 1,697,852	\$ 1,765,789	\$ 67,937	4.00%
Classified Salaries	281,732	274,751	(6,981)	-2.48%
Employee Benefits	558,961	546,710	(12,251)	-2.19%
Books and Supplies Expenditures	224,208	215,470	(8,738)	-3.90%
Other Services and Operating Expenditur	630,688	560,720	(69,968)	-11.09%
Other Outgo	-	-	-	-
TOTAL EXPENDITURES	\$ 3,393,439	\$ 3,363,439	\$ (30,001)	-0.88%
NET INCREASE / (DECREASE)	\$ 764,605	\$ 906,603	\$ 141,998	18.57%
BEGINNING BALANCE, RESERVES	\$ 1,362,207	\$ 1,362,207		
NET INCREASE / (DECREASE)	764,605	906,603		
ENDING BALANCE	\$ 2,126,812	\$ 2,268,810	\$ 141,998	6.68%
ENDING BALANCE AS % OF EXPENDITURES	62.67%	67.46%		

Company Name: California Pacific Charter Schools
Report Name: Balance Sheet
As Of Date: 06/30/2022
Location: 44--California Pacific Charter - San Diego

Account Name	Opening balance on 07/01/2021	Closing balance on 06/30/2022
<u>ASSETS</u>		
Cash and Cash Equivalents	3,880,092	2,495,009
Accounts Receivable	347,698	297,017
Prepaid Expenses	73,635	14,619
TOTAL ASSETS	4,301,424	2,806,645
<u>LIABILITES AND FUND BALANCE</u>		
Accounts Payable	(1,676,505)	(28,078)
Accrued Liabilities	(56,324)	(70,042)
Due To Grantor Governments	(545,968)	(171,241)
Loans Payable	(430,324)	-
Deferred Revenue	(230,095)	(268,474)
Fund Balance as of June 30, 2022	(1,362,207)	(2,268,810)
TOTAL LIABILITES AND FUND BALANCE	(4,301,424)	(2,806,645)



2021-22 Unaudited Actuals

California Pacific Charter School - Los Angeles

CDS # 19753090132654

Charter #: 1751



California Pacific Charter Schools

2021-22 UNAUDITED ACTUALS NARRATIVE CALIFORNIA PACIFIC CHARTER SCHOOL – LOS ANGELES

1751 California Pacific Charter School – Los Angeles (CPC-LA)

The Unaudited Actuals for the fiscal year ended June 30, 2022 reflect the ending balances according to the most accurate information received to date. These reports reflect California Pacific Charter School – Los Angeles’s (CPC-LA) financial activities for the 2021-22 fiscal year as well as the School’s financial position as of June 30, 2022. These financials provide comparison between the Estimated Actuals and the Unaudited Actuals. Explanation of these differences increases understanding and transparency. As a direct-funded charter school, a copy of this financial report will be sent to the authorizing district. CPC-LA’s independent auditors, CliftonLarsonAllen LLP, will be auditing these financial statements. Audit fieldwork is scheduled for October 2022, and our audited financial statements are expected to be released on or before December 15, 2022.

FINANCIAL RESERVES

California Pacific Charter School – Los Angeles remains fiscally solvent for the current year ended June 30, 2022 while preserving the existing core programs as well as expanding services and meeting LCAP goals. CPC-LA’s ending fund balance is \$2,464,684, which is approximately 59.31% of annual expenditures for 2021-22. This represents a \$124,851 (5.34%) increase from Estimated Actuals.

Financial reserves are needed to manage cash flow and to help protect the School from unforeseen revenue shortfalls, unexpected costs, and economic uncertainties. Larger cash reserves may be prudent for charter schools because during economic downturns charter schools have fewer options for borrowing than non-charter public schools, and often pay higher premiums and interest rates when they do borrow. Currently, high reserves have been identified for CPC-LA. Throughout the uncertainty of the pandemic, CPC-LA felt that retaining sufficient reserves to weather unforeseen circumstances was the priority. This is especially important in supporting the extra services required for the School’s most high needs students. Going forward, CPC-LA intends to spend-down any amounts in excess of what is reasonably required to meet unforeseen economic conditions and other reserve subcomponents. The School will develop a plan to deficit spend to maintain programs and staffing despite declining enrollments. This will be achieved through additional subscriptions and resources to support learning recovery (such as vendors No Red Ink and Nearpod and additional positions for tutors). Secondly, due to increased needs in Special Education, a new position “Special Education Program Specialist” has been added. Lastly, the School is committed to investing in quality instruction and teacher retention and has increased the salary schedule.



California Pacific Charter Schools

2021-22 UNAUDITED ACTUALS NARRATIVE CALIFORNIA PACIFIC CHARTER SCHOOL – LOS ANGELES

ENROLLMENT

Enrollment translates into Average Daily Attendance (ADA) which is the principal driver of most State and Federal funding. Funded Enrollment and ADA for the 2021-22 Unaudited Actuals are noted below.

Funded Enrollment	363
Grades TK-3	56.40
Grades 4-6	55.21
Grades 7-8	46.46
Grades 9-12	173.94
Total Funded ADA	332.01
RATIO: ADA to Enrollment	91.46%

REVENUES

General Purpose Entitlement - LCFF Revenue - “Local Control Funding Formula” (LCFF) is the primary funding source. Changes from Estimates Actuals are primarily the result of changes in ADA.

Federal Revenue - Includes revenue from Title funds, Comprehensive Support and Improvement (CSI), and COVID-relief funding sources such as Elementary and Secondary School Relief (ESSER).

Additionally, Federal Revenues include the recognition of the one-time Paycheck Protection Program (PPP) revenue. The PPP was awarded in the 2019-20 fiscal year, and the auditors determined that the revenue should be recognized upon receipt of 100% forgiveness. For CPC-LA, this forgiveness was received in August 2021 (the current fiscal year); therefore, \$200,636 will be recorded in Other Federal Revenue. Changes from Estimated Actuals are due to less ESSER III - Learning Loss recognition that expected. These funds are for summer school salaries, and as summer school starts at the end of June there were only a few days to capture.

Federal Revenue Detail

Title I	82,815
Title II	9,644
Title IV	10,000
CSI	177,547
ESSER II	94,729
ESSER III	141,802
ESSER III Learning Loss	6,301
Paycheck Protection Program (PPP)	200,636
Federal Special Education	39,935
Total Federal Revenue	763,409



California Pacific Charter Schools

2021-22 UNAUDITED ACTUALS NARRATIVE CALIFORNIA PACIFIC CHARTER SCHOOL – LOS ANGELES

Other State Revenue - Includes revenue from Educator Effectiveness Block Grant, Career Technical Education Incentive Grant (CTEIG), Expanded Learning Opportunities (ELO), and SELPA Learning Recovery Funds. Changes in the Unaudited Actuals are due primarily to capturing Educator Effectiveness dollars that were not included in Estimated Actuals; these funds were captured related to AVID Summer Institute allowable expenditures.

Other State Revenue Detail

Educator Effectiveness	6,824
CTEIG	44,322
SELPA Learning Recovery	12,932
State ERMHS	18,123
ELO	10,153
ELO - Paraprofessionals	9,853
Mandated Cost Reimbursements	11,090
State Lottery Revenue	60,341
State Federal Education	238,112
Total Other State Revenue	411,749

EXPENDITURES

For the year ended June 30, 2022, CPC-LA spent \$11,449 per pupil.

Books and Supplies Expenditures decreased only slightly from Estimated Actuals, showing a decrease of (\$9,012) or -3.42%. Other Services and Operating Expenditures also decreased from Estimated Actuals, showing a decrease of (\$130,204) or -16.43%. These decreases are due to general operating expenses (such as insurance and legal) coming in lower than expected.

DUE TO GRANTOR GOVERNMENTS

At the end of June 30, 2019, the School was overpaid apportionment funding. The \$125,755 balance represents the amount due back to the California Department of Education (CDE).

CASH FLOW

Cash flow continues to be stable. Cash is always closely monitored to ensure the School is liquid to satisfy obligations. No external borrowing is anticipated to be needed.

CPC-LA cash balance for the year ended June 30, 2022 is \$2,189,631 which represents approximately 192 days of cash on hand.

California Pacific Charter - Los Angeles

2021-22 Unaudited Actuals

SUMMARY

CHARTER 1751	2021-22 Estimated Actuals	2021-22 Unaudited Actuals	\$ Change	% Change
Enrollment	363	363	-	0.00%
Average Daily Attendance (P-2)	334.21	332.01	(2.20)	-0.66%
REVENUES				
General Purpose Revenue	\$ 3,582,192	\$ 3,539,038	\$ (43,154)	-1.20%
Federal Revenue	799,557	763,409	(36,148)	-4.52%
Other State Revenue	306,454	411,749	105,295	34.36%
Other Local Revenue	20,614	20,614	-	0.00%
TOTAL REVENUES	\$ 4,708,817	\$ 4,734,810	\$ 25,993	0.55%
EXPENDITURES				
Certificated Salaries	\$ 2,107,107	\$ 2,091,825	\$ (15,281)	-0.73%
Classified Salaries	351,126	351,943	818	0.23%
Employee Benefits	740,683	795,505	54,822	7.40%
Books and Supplies Expenditures	263,356	254,344	(9,012)	-3.42%
Other Services and Operating Expenditur	792,459	662,255	(130,204)	-16.43%
Other Outgo	-	-	-	-
TOTAL EXPENDITURES	\$ 4,254,731	\$ 4,155,873	\$ (98,858)	-2.32%
NET INCREASE / (DECREASE)	\$ 454,086	\$ 578,937	\$ 124,851	27.50%
BEGINNING BALANCE, RESERVES	\$ 1,885,747	\$ 1,885,747		
NET INCREASE / (DECREASE)	454,086	578,937		
ENDING BALANCE	\$ 2,339,832	\$ 2,464,684	\$ 124,851	5.34%
ENDING BALANCE AS % OF EXPENDITURES	54.99%	59.31%		

Company Name: California Pacific Charter Schools

Report Name: Balance Sheet

As Of Date: 06/30/2022

Location: 55--California Pacific Charter - Los Angeles

Account Name	Opening balance on 07/01/2021	Closing balance on 06/30/2022
<u>ASSETS</u>		
Cash and Cash Equivalents	2,024,236	2,189,631
Accounts Receivable	430,102	736,259
Prepaid Expenses	77,113	18,856
TOTAL ASSETS	2,531,450	2,944,746
<u>LIABILITES AND FUND BALANCE</u>		
Accounts Payable	(128,632)	(34,122)
Accrued Liabilities	113,611	(31,181)
Due To Grantor Governments	(260,461)	(125,755)
Loans Payable	(200,636)	-
Deferred Revenue	(169,585)	(289,004)
Fund Balance as of June 30, 2022	(1,885,747)	(2,464,684)
TOTAL LIABILITES AND FUND BALANCE	(2,531,450)	(2,944,746)

Coversheet

Approval of the Payroll and Retirement Support Contract with Charter Impact

Section: XI. Business/Financial Services
Item: B. Approval of the Payroll and Retirement Support Contract with Charter Impact
Purpose: Vote
Submitted by: Christine Feher
Related Material:
Charter Impact Proposal for CalPac - PR and Retirement Support - 090222.pdf
Charter Impact Contract.pdf

BACKGROUND:

Charter Impact empowers mission-driven organizations to achieve their goals through personalized support in finance, operations and business management. Charter Impact's team has extensive knowledge and experience in the area of business and finance. This contract will cover payroll services including payroll processing, general support, and retirement processing. The cost will be \$2,500 per month for payroll and retirement support with a one-time \$3,000 set-up fee.

RECOMMENDATION:

It is recommended the Board approve the 21-month contract from October 1, 2022 to June 30, 2024, with Charter Impact for California Pacific Charter Schools, Sonoma (#2037), Warner (#1758), and Los Angeles (#1751).

Fiscal Impact: \$55,500

California Pacific Charter - Los Angeles (#1751) \$26,412.45

California Pacific Charter - San Diego (#1758) \$21,395.25

California Pacific Charter - Sonoma (#2037) \$7,962.30



Proposal for Payroll and Retirement Support



California Pacific
Charter Schools

Payroll and Retirement Support

Payroll is one of the most critical areas of an organization's business office. Our team is well versed in charter school payroll and STRS/PERS issues and has the depth of experience to handle any and all processing nuances that inevitably arise.

1. PAYROLL PROCESSING

- + Maintain employee static pay information in a payroll database
- + Set up employee cost coding to ensure SACS code compliance
- + Process status updates, new hires, terminations, and/or informational changes in payroll system
- + Assist in the development of a regular payroll schedule that is compliant with State labor laws and consistent with employee contracts
- + Process regular scheduled payroll and provide direct deposits or paper checks
- + Process supplemental payroll runs including:
 - Involuntary terminations - checks will be prepared ahead of time and provided to the school on the termination date
 - Voluntary terminations without notice - checks will be prepared and delivered to employee within the time frame required by the State
 - Scheduled bonuses/stipends
 - Additional unscheduled/emergency payroll runs
- + Monitor and review all federal and state payroll tax payments made by payroll system vendor according to required guidelines
- + Monitor and review annual and quarterly payroll tax filing reporting for federal and state agencies
- + Monitor and review W-2s prepared by payroll system vendor for all employees

2. GENERAL PAYROLL SUPPORT

- + Provide support and assistance with creation of internal processes and procedures, forms and tracking systems
- + Provide assistance and project leadership with payroll audits
- + Provide training on internal payroll processing as necessary
- + Proactively provide notification on minimum wage changes, new leave benefits, Ed Code, retirement laws and other payroll regulations.

3. RETIREMENT REPORTING

- + County and CalSTRS regarding questions and errors in reporting:
 - F496 files to SEW
 - LACOE RAD File upload to LACOE
 - C118 to SDCOE

Services Proposed Continued...

- + Review, correct and consult on creditable compensation, creditable service, and membership
- + Provide ongoing updates to Client staff regarding:
 - Processes and procedures related to pension programs
 - Changes to eligibility and classification
 - Compensation limits
 - Rate changes
- + Monitor and manage CalSTRS and CROWE audits
 - *Additional support for audit findings or historical corrections prior to FY23 would be billed separately on an hourly basis.*
- + Manage internal audits, corrections, and reconciliations of pension plan input
- + Process 403(b) retirement plan deductions, if applicable, submit payments to the third-party administrator in compliance with State and Federal laws
- + Consult on individual STRS account concerns of staff, to include research/correction reporting

Fee and Term Options

The term of the initial contract would be from October 1, 2022 through June 30, 2024. Proposed fees for services are as follows:

1

Implementation and Set-Up

For time spent on the initial set up and process implementation, there is a one-time fee of \$3,000.

2

Option 1: Payroll and Retirement Support

Includes: All services listed in scope on pages 1 and 2

Fixed fee of \$2,500 per month.

3

Option 2: STRS Retirement Support Only

Includes: Services listed under Retirement Reporting scope

Fixed fee of \$1,100 per month.

This proposal is valid for 90 days.



CHARTER IMPACT, LLC.

PAYROLL AND RETIREMENT SERVICES AGREEMENT

This agreement (the “Agreement”) is entered into as of September 15, 2022 (the “Effective Date”) by and between Charter Impact, LLC. (“CI”), and California Pacific Charter Schools (“CalPac” or “Client”).

ARTICLE 1. DUTIES AND RESPONSIBILITIES

Section 1.01. CI, a provider of business management and payroll services, will provide payroll, retirement, and other related services necessary to fulfill Client's business management requirements, as more particularly described in Exhibits A and B attached hereto and incorporated herein by this reference (the “Services”).

Section 1.02. Client will provide CI with the compensation and business expense reimbursement specified in Article 3 of this Agreement.

ARTICLE 2. TERM OF AGREEMENT

Section 2.01. Client will retain CI to work as a consultant for Client in the field of payroll and retirement services and consulting, beginning October 1, 2022, and ending June 30, 2024. CI accepts this engagement. CI will use CI's best efforts to accomplish the technical and commercial goals identified by Client during the term of this Agreement. Client acknowledges that CI may have other confidentiality commitments. Client will not require CI to perform tasks which might reasonably result in CI's breach of any confidentiality commitment.

Section 2.02. This Agreement will be renewed automatically for succeeding terms of one year each, unless either party gives notice to the other at least 60 days before the expiration of any term of his or her or its intention not to renew.

Section 2.03. Client may reduce scope of services from the Payroll and Retirement Services identified in Exhibits A and B to the Retirement Services identified in Exhibit B alone with 60 days’ notice to CI. Upon reduction of services, fees will be adjusted to remove the Payroll Processing Fee identified in Section 3.01 below.

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Charter Impact Management & Accounting Services Agreement
Page 1

Client Initials:



ARTICLE 3. COMPENSATION AND EXPENSES

Section 3.01. Fees.

Payroll Processing: For services in Exhibit A, the Client will pay CI a fee of \$1,400 per month.

Retirement Services: For services in Exhibit B, the Client will pay CI a fee of \$1,100 per month.

Other Services: For other services requested by Client outside of the items included in Exhibit A or B, the Client will pay CI a fee based on CI’s standard hourly rates as listed in Exhibit C.

One-Time Implementation Fee: A one-time implementation fee of \$3,000 is due upon execution of this Agreement.

Section 3.02. Expenses. In addition to the compensation specified in Section 3.01, CI will be paid for actual reasonable out-of-pocket expenses incurred in providing the Services, including mileage reimbursement for Client-requested meeting attendance. Reimbursement of aggregate monthly expenses will not exceed \$500, without written approved by Client before being incurred, unless Client elects to reimburse CI after the fact.

Section 3.03. Invoicing. Fixed Payroll and Retirement Processing Fees will be invoiced the first day of each month. Other Services and expenses pursuant to sections 3.01 and 3.02 above will be billed monthly based on the actual time and expenses incurred during the preceding month. Payment for all services and expenses is due upon presentation of invoices.

Section 3.04. Right to Suspend Performance. In the event of default or delay in payment greater than 30 days from the date of the invoice, CI reserves the right to suspend part or all of its performance of duties under this contract until all amounts for Services and Expenses are paid in full. In the event Client disputes all or any portion of an invoice, Client shall notify CI within 15 days of receipt of the invoice; and initiate the dispute resolution process under Section 15 hereof, but shall pay the invoice in full, pending the outcome of such process.

Section 3.05. Late Payments. Payments made after the payment terms are subject to a late payment penalty equal to an annual rate of twelve percent (12%).

Section 3.06. Price Changes. The prices and related charges for the Services are subject to increase upon renewal of this Agreement. CI reserves the right to immediately pass through increases in costs incurred from third parties, e.g., vendors, subcontractors and licensors, to the extent such services and supplies are identified in Exhibit A, B and C. In addition, CI will give Client not less than 30 days prior written notice of any price increases for Services.

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Section 3.07. Document Subpoenas and Testimony. CI fees for this engagement do not cover our charges for any subpoena or other discovery request we receive for documents, information or testimony (in court, before an arbitrator or arbitration panel, or in deposition) related to the Services, in proceedings to which we are not a party. CI will invoice Client separately for our time and expenses incurred in connection with responding to any such requests and testifying in any such proceedings, including reasonable attorney's fees we may incur, and including, without limitation, any negotiations, "meet and confer" process or motion practice concerning the nature and scope of any such subpoena, or as to other procedural and/or substantive issues concerning such document requests or testimony. Should Client or Client counsel in such proceedings have any objection to the nature or scope of any such subpoena for our workpapers and records, Client agrees that it shall be Client or Client's counsel's responsibility in the first instance to present such objections and/or to file an appropriate motion to contest or to seek to limit the scope of such subpoena. CI will cooperate with any such efforts consistent with the legal requirements imposed upon CI by the subpoena including, without limitation, making such workpapers and records available to Client and/or Client counsel for inspection prior to their production. However, because the workpapers for Services are the property of CI, absent a specific Court order concerning any objection or motion to limit the scope of production or a written agreement between Client and the party issuing the subpoena to which CI have agreed, CI reserves the right to make the final decision as to which documents from CI workpapers and records shall be produced in response to such a subpoena.

ARTICLE 4. REPRESENTATIONS AND WARRANTIES

Section 4.01. Organization of Client. Client is a non-profit public benefit corporation, duly organized, validly existing, and in good standing under the laws of the State of California and has all requisite power and authority to own, lease and operate its properties and to carry on its educational operations as it is now being conducted.

Section 4.02. No Breach. Each party hereto warrants and represents that neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which it is subject, or any provision of its Articles of Incorporation, Bylaws or Charter, nor (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which it is a party or by which it is bound or to which any of its assets is subject.

Section 4.03. CI represents and warrants that it has the requisite personnel, equipment, expertise, experience and skill to perform its obligations hereunder and provide the Services to Client in a timely and professional manner.

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ARTICLE 5. DISCLAIMER OF WARRANTIES

Section 5.01. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE THAT ARE EXPRESSLY CONTAINED HEREIN. CI DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; THIRD PARTY SOFTWARE OR HARDWARE; OR, RESPONSIBILITY FOR CLIENT DATA.

Section 5.02. Limited Remedy. Client’s exclusive remedy for defective Services is re-performance of the Services by CI at CI’s expense, subject to CI’s confirmation of the existence of such defect after receiving notice of a claimed defect from Client.

ARTICLE 6. LIMITATION OF LIABILITY

Section 6.01. EVEN IF CI CANNOT OR DOES NOT RE-PERFORM ANY DEFECTIVE SERVICES, AND CLIENT’S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE, CI’S ENTIRE LIABILITY SHALL IN NO EVENT EXCEED \$50,000. CI HAS NO LIABILITY FOR GENERAL, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES ARISING FROM A DEFECT IN ANY SERVICES.

Section 6.02. EXCEPT FOR DAMAGES FLOWING FROM GROSS NEGLIGENCE OR INTENTIONALLY TORTIOUS CONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OR INJURIES TO EARNINGS, PROFITS OR GOODWILL, OR FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY PERSON OR ENTITY WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF ANY REMEDIES FAIL IN THEIR ESSENTIAL PURPOSE. Client acknowledges that the pricing of the Services and the other terms of this Agreement have been set based on the foregoing sections of this Agreement providing for an agreed allocation of the risk for any defective Services between the parties. Client further acknowledges that the pricing and terms would have been different if there had been a different allocation of the risk.

ARTICLE 7. CONFIDENTIAL BUSINESS INFORMATION

Section 7.01. CI agrees that all of the business information related specifically to Client developed by or communicated by or to CI in the performance of the services described in this Agreement is of a highly confidential nature, and that, unless the CI has the prior written approval of Client, no use or oral or written disclosure of that information by CI will be made either during or after the term of this Agreement, except that CI may disclose that information to persons or companies who may be designated by Client to work with the CI in connection with CI’s performance of the Services. Nothing herein

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shall be construed as restricting CI in performing the Services, which require routine disclosure of such information to auditors, regulatory agencies, insurance carriers, and providers, and the Client as its agent. With the Client’s consent, CI will provide financial references upon request by certification organizations, financial institutions, and potential grantors.

Section 7.02. For purposes of this Agreement, “Confidential Information” means any and all technical and non-technical information including copyright, trade secret, and proprietary information, inventions, know-how, processes and algorithms, software programs, software source documents. Confidential Information includes, without limitation, financial information, procurement requirements, purchasing information, and plans and personnel information of the parties and students as protected under FERPA, HIPPA, and other privacy protection laws. The restriction of Section 7.01 does not apply to information which CI can demonstrate was at the time of the execution of this Agreement:

- (a) In the public domain or is otherwise considered public information; or
- (b) Part of CI's prior knowledge; or
- (c) Learned from a third party without the breach of a confidential relationship with Client.

ARTICLE 8. OBLIGATIONS OF CLIENT

Section 8.01. Authorized Personnel. The Client must identify to CI, in writing, the authorized staff member(s) to work with CI with respect to: general information about the Client, accounts payable, personnel and payroll, attendance records as well as funding compliance and reporting.

Section 8.02. Principal Contact. The Client must also identify, in writing to CI, its key or principal contact who is authorized to receive and disclose Confidential Information, receive payroll checks and discuss personnel issues.

Section 8.03. Financial Records and Audit.

- (i) The Client will maintain customary and reasonably correct, complete and accurate books and records of account as required by the United States government, the State of California (and any other funding authority). The Client will deliver all supporting documentation in accordance with the monthly close timeline developed by CI. Unless otherwise stated, this deadline will be 5 calendar days following the end of the month.
- (ii) The Client will obtain a timely annual audit of its books and records from an independent certified public accounting firm (reasonably acceptable to CI) and immediately provide CI with a

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copy of any annual audit and related reports, notes or statements. Client authorizes and instructs its independent accountants to speak and work directly with CI on any matter or issue pertinent to the Services.

- (iii) Client covenants that it will respond promptly and professionally to any and all questions or investigations from any investigating or funding authority or Client’s accountants, including exceptions noted in any independent accountant’s report.

Section 8.04. Coordination and Cooperation. Client, its authorized staff members and principal contact will work closely and cooperatively with CI to facilitate the effective performance and delivery of the Services. Client will comply with and respond promptly to all reasonable requests of CI for information or documents from the Client. Client covenants to assist CI in reconciling outstanding invoices, and to provide CI with copies or originals of vendor invoices and correspondence, as well as other statements and receipts in accordance with the monthly close deadline established by CI. In the case where CI is required to incur additional time researching, obtaining or documenting transactions, re-processing payments or re-classifying expenses outside of the standard processes and procedures and established by CI, CI may charge additional fees based on the standard hourly rates for actual time spent as noted in Section 3.01 above.

Section 8.05. Payroll. Client will provide all necessary and proper data to CI for payroll processing.

- (i) All original documents as it relates to personnel files or payroll logs will be maintained at the Client site.
- (ii) Client will use, and purchase if necessary to use, commercially reasonable time clocks for hourly personnel if CI systems are not used.

Section 8.08. Client Policies and Procedures. Client covenants to develop, apply and follow not less than customary and reasonable policies and procedures applicable to: Human Resources, Payroll Administration, Internal Financial Controls, Accounts Payable and other disbursements and competitive bid procedures for vendors.

Section 8.09. Notice and Information. Client covenants that it will provide CI with prompt, complete and accurate notice of and information concerning any material errors in Client data and Client’ books and records, as well as with respect to investigations or inquiries into the Client, its activities, operations and reports by any governmental authority. Client will provide CI promptly with copies of every report, including any schedules or exhibits, provided to any governmental agency.

Section 8.10. Client acknowledges that CI’s employees, consultants and any other personnel have been thoroughly trained and employed at great expense, are of great value and provide CI with a substantial competitive advantage in its business. Client agrees not

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induce or attempt to induce any employees, consultants or other personnel of CI to breach their agreements with CI. Should Client hire or employ any current employee, consultant or any other personnel of CI within one year of their termination from CI, Client agrees to pay CI a fee equal to 100% of the annual starting salary, payment of which is due upon the offer of employment.

Section 8.11. Chartering Agency Requirements. Client covenants to use its best efforts to comply with all material requirements, including policies and procedures, of the Chartering Agency. Client also recognizes that it is Client’s sole responsibility to know and be aware of all restrictions and requirements of its Chartering Agency.

ARTICLE 9. AGENCY

Section 9.01. It is understood and agreed that the CI is an independent contractor in respect to CI's relationship to Client, and that CI is not and should not be considered an agent or employee of the Client for any purpose. CI agrees not to represent itself as an agent or employee of the Client at any time.

Section 9.02. Nothing in this Agreement will be construed or implied to create a relationship of partners, agency, joint venture partners, or of employer and employee between CI and Client.

ARTICLE 10. INDEPENDENT CONTRACTOR STATUS

Section 10.01. CI and Client are independent contractors. No representations or assertions shall be made nor actions taken by either party that would create any agency, joint venture, partnership, employment or trust relationship between the parties with respect to the subject matter of this Agreement. Neither party shall have any right to bind the other party, to make any representations or warranties, or to perform any act or thing on behalf of the other party, except as expressly authorized under this Agreement or in writing by the other party in its sole discretion. CI will have full control and discretion as to the ways and means of performing any and all services to be provided under this Agreement. It is understood that in the performance of this Agreement CI is not in any way acting as an employee of Client, and CI will be responsible for all taxes, social security payments, and other similar payments or contributions due as a result of any payments made to CI pursuant to the terms of this Agreement.

Section 10.02. As an independent contractor, CI agrees that Client has no obligation to CI under the state or federal laws regarding employee liability, and that Client's total commitment and liability under this arrangement is the performance of its obligations and the payment of CI’s compensation and expenses as described herein. Each party will exercise day-to-day control over and supervision of their respective employees, and all instruction and direction of Client employees shall be the exclusive province of the Client. Each party is responsible for obtaining and maintaining worker’s compensation coverage and unemployment insurance on its employees. Except as expressly stated in this Agreement, CI and Client are responsible for any and all taxes on their respective net

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incomes, and for payment and withholding of all applicable taxes on the income of their respective employees.

Section 10.03. CI reserves the right to subcontract with other individuals and businesses for the Services. CI will be responsible for all payments to, as well as the direction and control of the work to be performed by, its subcontractors, if any.

ARTICLE 11. INDEMNIFICATION

Section 11.01. Indemnification. Client and CI warrant to indemnify each other and hold each other, and each other’s officers, directors, employees, agents harmless, from and against any and all direct claims, costs, losses, liabilities and expenses for personal injury and property damage, including reasonable attorneys’ fees, attributable to their actions and omissions under this Agreement, but excluding claims that would not be made but for the gross negligence or willful misconduct of the party seeking indemnification.

ARTICLE 12. INSURANCE

Section 12.01. CI carries customary and reasonable comprehensive insurance coverage for errors and omissions.

Section 12.02. Client will obtain and maintain customary and reasonable insurance for its facilities and operations, naming CI as additional insured under all policies.

ARTICLE 13. ETHICAL CONDUCT; RECORDKEEPING

Article 13.01. Client's policy requires ethical conduct in all business activities and practices, including proper recording and reporting of all transactions and compliance with applicable laws. The adequacy and accuracy of CI's billings, supporting documentation, and other information rendered to Client become the basis for Client's further recording and reporting, both internally and externally. CI is not expected or authorized to take any action on Client's behalf that would result in inadequate or inaccurate recording or reporting of assets, liabilities, or any other transaction or that would violate any applicable laws, rules, or regulations.

Section 13.02. Integrity and Financial Responsibility. Client will act with integrity and alert the management of CI to any fraudulent or unethical activity related to Client operations as soon as the Client becomes aware, to the extent permitted by law. Client acknowledges that CI’s ability to provide Services is premised upon the Client acting in a financially prudent manner, including but not limited to timely approval of balanced budgets, maintaining a positive variance to budget throughout the year to the extent feasible and proper submission of supporting documentation for incoming and outgoing payments of any kind. Notwithstanding Section 14 hereof, CI may immediately terminate this contract in the event it determines, in its sole discretion, that Client personnel are or have acted in a fraudulent or unethical manner or in the case that CI cannot provide the Services in a professional manner consistent with laws and regulations

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governing the Client, Client approved policies and procedures or business management best practices, based upon the actions or inaction of the Client.

ARTICLE 14. TERMINATION

Section 14.01. If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect if either Party breaches any of its material obligations under this Agreement in any respect, which breach is not remedied within ninety (90) days following written notice to such breaching Party. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- (a) Client's failure to pay CI any undisputed compensation due within 30 days after written demand for payment or invoicing.
- (b) CI's failure to complete the services specified in Article 1.
- (c) Client's material breach of any representation or agreement contained in this Agreement.

Section 14.02. In the event that Client is unable to pay its debts when they become due, declares bankruptcy or insolvency, or makes an assignment for the benefit of its creditors, CI may terminate this Agreement upon written notice to Client.

Section 14.03. Effect of Termination; Survival. Expiration or termination of this Agreement will not relieve either party from its obligations arising hereunder prior to such expiration or termination. Rights and obligations which by their nature continue or should survive will remain in effect after termination or expiration of this Agreement.

Section 14.04. All Services, including preparation of financial statements and compliance reporting related to a period within the term, will cease upon termination or expiration of this Agreement. If Client has compliance needs that stretch beyond the term of this Agreement into the next fiscal year, it is common for a closing agreement to be created upon termination or expiration to clearly define a term and scope of services falling outside this Agreement. The fee for such services is determined at that time based upon the scope of work to be completed past the Agreement term.

ARTICLE 15. DISPUTE RESOLUTION

Section 15.01. Any controversy or claim, whether based on contract, tort, strict liability, fraud, misrepresentation, or any other legal theory, arising out of either party's performance of this Agreement ("Dispute") shall be resolved solely in accordance with the terms of this Section.

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- a. Resolution Sequence. If the Dispute cannot be settled by good faith negotiation between the Chief Executive Officers of the parties – which must take place within thirty days of receipt by one party of a claim of a Dispute – CI and Client will submit the Dispute to non-binding mediation in Los Angeles County. If complete agreement cannot be reached within thirty days of submission to mediation, any remaining issues will be resolved by binding arbitration in accordance with Sections (c) and (d) below. Arbitration will comply with and be governed by the provisions of the California Arbitration Act

- b. Arbitrator. A single Arbitrator who is a retired judge and knowledgeable in commercial matters will conduct the arbitration. The Arbitrator’s decision and award will be final, must be made in writing with findings of fact and conclusions of law, will be binding and may be entered in any court with jurisdiction. The Arbitrator will not have authority to make errors of law or legal reasoning, nor to modify or expand any of the provisions of this Agreement. The Arbitrator will not have the authority to award damages not permitted by this Agreement.

- c. Rules and Expenses. Any mediation or arbitration commenced pursuant to this Agreement will be conducted under the then current rules of the alternate dispute resolution (“ADR”) firm in the site selected by the parties. If the parties are unable to agree on an ADR firm, the parties will conduct the mediation and, if necessary, the arbitration, under the then current rules and supervision of the American Arbitration Association. CI and Client will each bear its own attorneys’ fees associated with the mediation and, if necessary, the arbitration. CI and Client will pay all other costs and expenses of the mediation/arbitration as the rules of the selected ADR firm provide.

- d. Limitation on Actions. Any dispute Client may have against CI with respect to this Agreement must be brought within two years after the cause of action arises.

ARTICLE 16. GENERAL PROVISIONS

Section 16.01. Any notices to be given under the Agreement by either party to the other will be in writing and may be transmitted by personal delivery or by e-mail, mail, registered or certified, postage prepaid with return receipt requested. Mailed notices will be addressed to the parties at their known place of business, but each party may change that address by written notice in accordance with this section. Notices delivered personally will be deemed communicated as of the date of actual receipt; mailed notices will be deemed communicated as of two days after the date of mailing.

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Section 16.02. This instrument contains the entire Agreement of the parties with respect to the subject matter hereof and there are no other promised representations or warranties affecting it. This Agreement supersedes any and all other agreements, either oral or in writing, between CI and Client with respect to the engagement of CI by Client and contains all of the covenants and agreements between the parties with respect to that engagement in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party that are not embodied in the Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding on either party.

Section 16.03. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

Section 16.04. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party will not be deemed a waiver of that term, covenant, or condition, nor will any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

Section 16.05. If any provision in this Agreement is held by a court or arbitrator of competent jurisdiction to be unreasonable, invalid, void, or unenforceable, then this Agreement will be deemed amended to provide for the modification of the unreasonable, invalid, void, or unenforceable provision to the extent that the court or arbitrator finds reasonable, and the remaining provisions of this Agreement will continue in full force without being impaired or invalidated in any way.

Section 16.06. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflict of law provisions or to constructive presumptions favoring either party.

Section 16.07. Force Majeure. Neither Party shall be in breach of this Agreement to the extent that any delay or default in performance is due to causes beyond the reasonable control of the delayed or defaulting Party; provided, that the delayed or defaulting Party shall immediately notify the other Party of the event, an estimate of the duration of the event, and the delaying or defaulting Party’s plan to mitigate the effects of the delay or default.

Section 16.08. Successors and Assigns. Neither this Agreement nor any of its rights or privileges shall be sold, assigned, transferred, shared, or encumbered, by operation of law or otherwise, without the prior written consent of the affected (non-assigning) party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 16.09. Publicity. Client agrees to act as a reference for CI with respect to the Services upon CI’s reasonable request. CI may issue press releases or identify Client in

CI Initials:

Charter Impact Management & Accounting Services Agreement

Client Initials:



marketing materials, including the start and termination of the Agreement, provided that all references to Client are fair, accurate and not misleading.

Section 16.10. Corporate Power and Authorization. The parties hereto have full corporate power and authority to execute and deliver this Agreement and to perform their obligations hereunder. The execution, delivery and performance of this Agreement by each party has been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by each party and constitutes the valid and legally binding obligation of Client and CI enforceable in accordance with its terms and conditions.

[signature page to follow]

CI Initials:

Charter Impact Management & Accounting Services Agreement
Page 12

Client Initials:



Accepted and Agreed, as of the Effective Date first written above:

CALIFORNIA PACIFIC CHARTER SCHOOLS

Signed: _____

Name: _____

Title: _____

CHARTER IMPACT, LLC.

By _____
Adam Kaeli, Co-CEO

CI Initials:

Client Initials:



EXHIBIT A SCOPE OF WORK: PAYROLL SERVICES

1. PAYROLL PROCESSING

- a. Maintain employee static pay information in a payroll database
- b. Process status updates, new hires, terminations, and/or informational changes in payroll system
- c. Assist in the development of a regular payroll schedule that is compliant with State labor laws and consistent with employee contracts
- d. Process supplemental payroll runs such as the following:
 - i. Involuntary termination - the check will be prepared ahead of time and provided to the school on the termination date
 - ii. Voluntary termination without notice - the check will be prepared and delivered to the employee within the time frame required by the State
 - iii. Scheduled bonuses/stipends
 - iv. Additional unscheduled/emergency payroll runs
- e. Process and pay all federal and state payroll tax payments according to required guidelines
- f. Prepare the state payroll tax filing report annually, and quarterly for federal and state agencies
- g. Prepare, review, and distribute W-2s to all employees

2. WEB-BASED EMPLOYEE TIMEKEEPING SYSTEM

- a. All employees can be given online access to a streamlined, secure electronic timekeeping system which is fully integrated into our accounting system and eliminates the need for paper timesheets.
- b. In addition to entering time, employees can also electronically:
 - i. request time off
 - ii. make changes to their addresses and W2s
 - iii. access their historical paystubs

3. GENERAL SUPPORT

- a. Provide support and assistance with creation of internal processes and procedures, forms and tracking systems

CI Initials:

Charter Impact Management & Accounting Services Agreement
Page i

Client Initials:



EXHIBIT B SCOPE OF WORK: RETIREMENT SERVICES

1. RETIREMENT REPORTING

- a. Process and submit monthly STRS and PERS reports to the 3rd party administrator (i.e. Hess and Assoc.) or County office
- b. Submit payment via ACH or cashier's check within the requisite timeframe for the pension contributions
- c. Process 403(b) retirement plan deductions, if applicable, and in compliance with State and Federal laws submit payments to the third-party administrator
- d. Review, correct and consult on creditable compensation, creditable service, and membership
- e. Monitor and manage CalSTRS and CROWE audits
- f. Consult on individual STRS account concerns of staff, to include research/correction reporting for the current period

2. EXCLUDED SERVICES

- a. Additional support for audit findings or historical corrections prior to FY23 will be billed separately on an hourly basis following the rates included in Exhibit C.

CI Initials:

Charter Impact Management & Accounting Services Agreement
Page ii

Client Initials:



EXHIBIT C HOURLY RATES

Level	Rate
Clerk	\$100.00
Staff	\$150.00
Senior	\$175.00
Director	\$200.00
Executive	\$250.00

CI Initials:

Charter Impact Management & Accounting Services Agreement
Page iii

Client Initials:

Coversheet

Approval of Purchasing Card Application and Agreement

Section: XI. Business/Financial Services
Item: C. Approval of Purchasing Card Application and Agreement
Purpose: Vote
Submitted by: Shannon Green
Related Material: CPCS PURCHASING CARD AGREEMENT.pdf

BACKGROUND:

In order to ensure efficiency in processing of payments and create additional controls and fraud protection for the schools, it is recommended the Board direct staff to complete the application process for a purchasing card through JP Morgan Chase Bank.

As much as possible payments for purchases will be migrated to the credit card programs. Based on purchasing analysis from the past two years, the spend potential will earn a cash rebate for the school, as well as provide enhanced protection of the school's account from potential fraud. The commercial card programs are at no expense to the school.

RECOMMENDATION:

It is recommended the Board approve staff to complete the application process for a purchasing card through JP Morgan Chase Bank.

Fiscal Impact: Annual cash rebate to the school to be determined.

Commercial Card Application & Agreement | JPMORGAN CHASE BANK, N.A.

V1.6

Client	CALIFORNIA PACIFIC CHARTER SCHOOLS	
Address Line 1	4101 Birch St. #150	
Address Line 2		
City	Newport Beach	
State	CA	
Zip Code	92660-2236	
Phone		
REBATES		
Please identify a Business Account to which rebates associated with Client's Commercial Card rebate program should be deposited. Deposits will be made via Wire Transfer only.		
Business Account at:		<i>(Enter the name of Client's financial institution)</i>
ABA:		<i>(Enter ABA for Client's financial institution)</i>
Business Account Number:		<i>(Enter Client's business account number)</i>
Business Account Name:		<i>(Enter the name of Client's business account)</i>
Please enter the Financial Institution and Business Account Name exactly as it appears on Client's account. <u>Black ink only.</u>		
*Requests to modify the account information set forth above must be provided to J.P. Morgan in writing and sent to the following address: CCS.Rebate@jpmchase.com . A form will be provided to Client upon receipt of Client's request to modify the business account information. Client will be instructed to complete the form and return it to J.P. Morgan at the address specified. Changes to the business account information will be effective when J.P. Morgan has a reasonable opportunity to act upon such request.		
SIGNATURE		
This Application must be signed by an acting officer, partner, or owner of the Client with the authority to bind the Client to the terms and conditions of the following Commercial Card Agreement. I hereby certify that I am a duly authorized and acting officer, partner or owner of this Client with the authority to bind the Client to enter into and perform the obligations of the Commercial Card Agreement. I have read and agree to the terms and conditions of the Commercial Card Agreement. <u>Black ink only.</u>		
Signature of Authorized Officer		Date
Name		
Title		
CLIENT ATTESTATION		
The undersigned, a duly authorized officer or representative of this Client, does hereby certify that the person signing above on behalf of the Client has been duly authorized to bind the Client and to enter into and perform the obligations of the Commercial Card Agreement and that the person signing above on behalf of this Client, whose execution of this Commercial Card Agreement was witnessed by the undersigned, is an officer, partner, owner, or other representative of Client possessing authority to execute this Commercial Card Agreement.* <u>Black ink only.</u>		
Signature		Date
Name		
Title		
*Note: The person signing the attestation shall be someone different from the person signing above on behalf of Client.		

Commercial Card Application & Agreement | JPMORGAN CHASE BANK, N.A.

V1.6

This Commercial Card Agreement (the "Agreement") sets forth the terms and conditions under which JPMorgan Chase Bank, N.A. ("Bank") shall provide commercial card services to Client who executes this Agreement and/or one or more of such Client's Affiliates. This Agreement is effective as of the date of the first signature above ("Effective Date"). By signing this Agreement, Client hereby agrees to be bound by the terms and conditions referenced herein.

1. Definitions

Each capitalized term used in this Agreement shall have the following defined meanings set forth below or as otherwise set forth herein.

Account means each account established in the name of Client pursuant to the Agreement.

Affiliate means an entity controlling, controlled by, or under common control with, directly or indirectly, a party to this Agreement. For this purpose, one entity "controls" another entity if it has the power to direct the management and policies of the other entity (for example, through the ownership of voting securities or other equity interest, representation on its board of directors or other governing body, or by contract).

Agreement means the Commercial Card Agreement in each case as amended, supplemented or replaced from time to time.

Applicable Law means for any country, all federal, state, provincial and local laws, statutes, regulations, rules, executive orders, supervisory requirements, licensing requirements, export requirements, directives, circulars, decrees, interpretive letters, guidance or other official releases of or by any government, any authority, department or agency thereof, or any regulatory or self-regulatory organization, that apply to a party's obligations under the Agreement.

Business Day means a day on which Bank is open for business.

Card means a Network-branded card that is issued to Cardholders by the Bank upon the request of the Client and approval by the Bank, and includes any plastic card bearing a card number and Accounts with no associated plastic card, which includes Single-Use Accounts.

Cardholder means: (A) an individual in whose name a Card is issued, and (B) any person or entity authorized by Client or named Cardholder to use a Card.

Cardholder Agreement means documentation provided by Bank to Client or Cardholder governing use of a Card by such Cardholder.

Cardholder Credit Limit means the maximum spending limit established in relation to a Cardholder.

Corporate Liability means Client is solely liable for the Transactions, subject to the Agreement and any Cardholder Agreement.

Credit Limit means the maximum spending limit established for Client in connection with the Program.

Cycle means the monthly period ending on the same day each month or, if that day is not a Business Day, then the following Business Day or preceding Business Day, as systems may require, or such other period as Bank may specify.

Fraudulent Transactions means transactions made on a Card by a person, other than Client or Cardholder, who does not have actual, implied, or apparent authority for such use, and for which neither Cardholder nor Client receives direct or indirect benefit.

Joint and Several Liability means Client and Cardholder are jointly and severally liable for the Transactions, subject to the Agreement, and the Cardholder Agreement.

MCC means merchant category code.

Network means MasterCard International, Inc.

Program means the commercial card system composed of Accounts, Card-use controls, reports to facilitate purchases of and payments for business goods and services, and related services, all as established in connection with the Agreement.

Single-Use Account means a one-time virtual card number generated for a single transaction.

System means the system through which Client can access Account and Transaction data and reports.

Transaction means a purchase, a cash advance, fees, charges or any other activity charged to an Account with respect to a Card.

2. Conditions Precedent

Prior to the commencement of the Program rendered by Bank pursuant to this Agreement, Client will provide the information listed on the Application, included with this Agreement, and additional documents as required by the Bank, and will certify to the accuracy of such information.

3. Certain Bank Services

- A. Subject to prior financial, risk management and compliance approvals by Bank, Bank shall: (i) establish Accounts in the name of Client; (ii) issue Cards to Cardholders designated by a person authorized to bind the Client to these terms and conditions (an "Authorized Person"); (iii) implement the Credit Limits specified by an Authorized Person from time to time and accepted by Bank; and (iv) deliver Cards and billing statements only to a U.S. address. Notwithstanding anything contained in this Agreement to the contrary, Bank shall not be obligated to extend credit to Client in violation of any limitation or prohibition imposed by Applicable Law or Bank policies and procedures.
- B. Extension of Program. Upon Client's submission of a request from time to time in the form required by Bank and following Bank's agreement to do so, Bank will extend Program to Client's Affiliates. Client is responsible as principal obligor for all obligations under the Agreement (including, without limitation, as principal obligor with respect to all payment and other obligations as the same relate to its Affiliates and their respective Cardholders and waives any defenses or offsets available to such Affiliates). Client shall cause each of its Affiliates and their respective Cardholders to comply with the Agreement.
- C. Notwithstanding the foregoing, Bank shall not be obligated to provide any Account to Client or any Client Affiliate or any Card to an employee or authorized representative of Client or any Client Affiliate or to process any transactions in violation of any limitation or prohibition imposed by Applicable Law, including, but not limited to, the regulations issued by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC").
- D. Receipt Image Services. For purposes of this section, "**Receipt Image Services**" means the optional services provided through Bank to allow Client the ability to attach and maintain image(s) of receipt(s) on the System, and "**Receipt Image(s)**" means an image of a receipt produced by a Transaction through use of Accounts and maintained on the System. Receipt Images will be stored and made available to Client through use of the System. In order for Bank to make Receipt Images available through the System, Client shall first fax and/or upload to the System images of Client's receipts through use of its own devices. Client is responsible for verifying the accuracy of the image of its receipts and any other information uploaded and entered into the System. Client shall ensure that the information contained in the image of the receipt accurately reflects the applicable Transaction. Receipt Image will be made available online through the System for a maximum of thirty-six (36) months ("**System Image Accessibility Period**"). The System Image Accessibility Period includes the month of the Transaction Date. Bank may, in its sole and absolute discretion, reject Receipt Images provided by Client to be posted on the System. In addition, Bank may suspend Client's use of the Receipt Image Service at any time without prior notice to Client.

4. Obligations of Client

In connection with the Program, Client shall:

- A. Notify each Cardholder at the earliest opportunity: (i) that Cards are to be used only for business purposes; (ii) of the Cardholder Credit Limit and any other applicable limit; (iii) of the extent, if any, to which Bank will provide Transaction and Account information to third parties at Client's request; and (iv) to collect and destroy any Cards which are no longer required.
- B. Client represents that the Cards to be issued under this Agreement are substitutes for an accepted credit card or will be issued in response only to a written request or application for such Card, by a prospective Cardholder, which Client has obtained in accordance with the requirements of Section 226.12(a) of Regulation Z of the Federal Truth in Lending Act. Client further represents that Client will retain the applications (paper or electronic) for any Card, when such application is not provided to Bank, for a period of two (2) years after the application has been received and acted upon.
- C. Client will immediately notify Bank by telephone of any lost, stolen, misappropriated, improperly used, or compromised Cards.
 - i. **Liability for Fraudulent Transactions Following Notification.** Notwithstanding anything to the contrary contained herein, Client shall not be liable for any Fraudulent Transactions occurring on a Card after the effective time of such notification to Bank of such Fraudulent Transaction.
 - ii. **Liability for Fraudulent Transactions Prior to Notification.** Subject to the terms and conditions contained in subsection (iii) below, Client shall not be liable for Fraudulent Transactions occurring on a Card prior to the effective time of such notification to Bank of such Fraudulent Transactions.
 - iii. Bank reserves the right, in its sole and absolute discretion, to hold Client liable for Fraudulent Transactions should Bank determine that subsequent to implementation of Client's Program and at the time that the Fraudulent Transaction occurred, Client failed to operate Client's Program in accordance with Bank's fraud reduction requirements as set forth below:
 - a. Client must block high risk MCC's identified by Bank and presented to Client;
 - b. Client must maintain reasonable security precautions and controls regarding the dissemination, use and storage of Card and Transaction data; and
 - c. Client must comply with all other requirements as Bank may reasonably require from time to time.

If Client fails to comply with Client's obligations described in this subsection (iii), and Bank determines Client to be liable for Fraudulent Transactions, Bank will either: (i) invoice Client for the amount of such Fraudulent Transaction minus any amounts collected, or (ii) deduct the amount of such Fraudulent Transaction from Client's rebate.

- D. Notify Bank of any Transaction that Client disputes as soon as practicable after the last day of the Cycle during which such Transaction is charged to Client and, in any event, within sixty (60) days of such day. Client shall use commercially reasonable efforts to assist in obtaining reimbursement from a merchant. Client or, subject to any Cardholder Agreement and in the case of Cards under any Joint and Several Liability Accounts, the Cardholder, shall not be relieved of liability for any disputed Transaction if the charge-back is rejected in accordance with the applicable Network's charge-back policy. Bank shall not be liable to Client where notice is received after such sixty (60) day period. Client shall not make a claim against Bank or refuse to pay any amount because Client or the person using the Card may have a dispute with any merchant.
- E. Unless previously provided to Bank, obtain and provide to Bank such information as Bank may reasonably request for the purposes of investigating the identity of an actual or prospective Cardholder or Client, evidencing authority for Card issuance requests, and assisting in any review of Bank by a regulator with relevant jurisdiction. Any information provided by Client to Bank shall be, to the best of Client's knowledge, information and belief, accurate and complete in all material respects.
- F. Make payments for all Transactions posted to Accounts no later than the payment date (the "Payment Date"), as specified in the periodic statement. In the event that Client makes payments other than as contemplated by the periodic statement, Bank may require, and Client shall provide, such documentation as reasonably required by Bank to reconcile such payments to the amounts stated as due in the periodic statement by the Payment Date. Any amount due which is not received by the Payment Date shall be subject to the late fees and delinquency fees as set forth in the fees schedule of Exhibit A attached hereto. If collection is initiated by Bank, Client shall be liable for payment of Bank's reasonable attorneys' fees and other costs and expenses of collection.
- G. In the case of any Joint and Several Liability Account, Client shall pay Bank within ten (10) days of written notice, for any Transactions not paid by a Cardholder within one hundred and twenty (120) days of the first billing with respect to the relevant Transaction.
- H. Unless otherwise provided to Bank, provide Bank with such financial statements and other related information requested by Bank in form and in such detail as Bank may reasonably request, from time to time.
- I. Client represents and warrants that it will use commercially reasonable efforts to ensure that such applicants to whom it requests Bank issue Cards and whom Client authorizes to use the Cards/Accounts are not identified on a prohibited government sanctions list, are not located or resident in a sanctioned country, or otherwise subject to a sanctions program applicable to Client.

5. Credit Limits and Certain Bank Rights

- A. Bank may establish a Credit Limit and Cardholder Credit Limit and may establish other limits from time-to-time. Client will not exceed the Credit Limit; provided however, that if Client exceeds the Credit Limit, Client shall pay all amounts exceeding the Credit Limits.
- B. Bank may at any time: (i) increase or decrease any Credit Limit or the Cardholder Credit Limit or any other limit in connection with any Card or any Account or the Program; (ii) refuse to authorize Transactions; (iii) vary the payment terms, or require the provision of security or additional security; (iv) suspend or terminate any Card or any Account; (v) decline to open any Account or issue any Card; or (vi) require MCC authorization restrictions in connection with a Program.

6. System Access

- A. Client shall adhere to all applicable license agreements, security procedures, and terms and conditions regarding the System.
- B. Client agrees that any access, Transaction, or business conducted on the System is presumed by Bank to have been in Client's name for Client's benefit.
- C. Except for unauthorized use by a Bank employee, Client is solely responsible for the genuineness and accuracy of all instructions, messages and other communications received by Bank via the System. Bank may rely and act upon all Client instructions and messages issued with valid credentials.
- D. From time to time, Bank may suspend the System when Bank considers it necessary to do so (including, without limitation, for maintenance or security purposes). Bank will use reasonable efforts to provide Client with notice prior to the suspension.

7. Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing except as otherwise provided herein, and shall be effective on the date on which such notice is actually received by the Party to which it is addressed. All notices may be sent to the Client by ordinary mail, electronic transmission, through internet sites, or by such other means as the Client and the Bank may agree upon from time to time, at the address of the Client provided to the Bank. Unless otherwise arranged, all notices to the Bank must be sent to the Client's relationship manager or program coordinator team managing the relationship or to any other address notified by the Bank to the Client in writing from time to time, and may be sent by ordinary mail, by electronic transmission or by such other means as the Client and the Bank agree upon from time to time.

8. Representations and Warranties. Client represents and warrants that this Agreement constitutes a legal, valid, and binding obligation, enforceable against Client, in accordance with its terms, and that execution and performance of this Agreement: (i) does not breach any agreement with any third party; (ii) does not violate any law, rule, or regulation, or any duty arising in law or equity applicable to it; (iii) is within Client's organizational powers; and (iv) has been authorized by all necessary organizational action.

9. Fees. Client agrees to pay the fees and charges incurred by Client as specified by Bank, from time to time, on a periodic invoice. The fees initially applicable are specified in Exhibit A attached hereto. Bank may change the fees and charges payable by Client at any time, provided Bank notifies Client at least thirty (30) days prior to the effective date of the change.

10. Term and Termination. This Agreement shall have an initial term of five (5) years from the Effective Date unless otherwise terminated pursuant to the provisions of this paragraph. Thereafter, this Agreement shall be successively renewed for one-year terms upon the anniversary of the Effective Date. This Agreement may be terminated by either party at any time for any reason. In the event this Agreement is terminated, Client shall immediately pay all amounts owing under this Agreement, without set-off or deduction, and destroy all physical Cards furnished to Cardholders. After this Agreement is terminated or expires, the terms of this Agreement that expressly or by their nature contemplate performance after termination or expiration will survive and continue in full force and effect.

11. Limitation of Liability.

- A. Subject to Section 11.B below, Bank shall be liable only for Client's actual damages which Client suffers or incurs as a direct result of Bank's negligence or willful misconduct and shall not be liable for any other loss or damage of any nature.
- B. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR THE LIKE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EACH OF WHICH ARE EXPRESSLY EXCLUDED BY AGREEMENT OF THE PARTIES HEREIN REGARDLESS OF WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE AND WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Confidentiality. Except as expressly provided in the Agreement, all information furnished by either party in connection with the Agreement shall be kept confidential. The foregoing obligation shall not apply to information that: (A) is already lawfully known when received without an obligation of confidentiality other than under this Agreement; (B) is or becomes lawfully obtainable from other sources; (C) is in the public domain when received or thereafter enters the public domain through no breach of this Section; (D) is required to be disclosed to, or in any document filed with, the U.S. Securities and Exchange Commission (or any analogous body or any registrar of companies or other organizations in any relevant jurisdiction), banking regulator, or any other governmental agencies; (E) is required by law to be disclosed and notice of such disclosure is given (when legally permissible) by the disclosing party; or (F) may be disclosed as provided in the Cardholder Agreement or other Cardholder-related documentation. Notice under (E), when practicable, shall be given sufficiently in advance of the disclosure to permit the other party to take legal action to prevent disclosure. Bank may exchange (and the Client insofar as necessary hereby consents to such exchange) Client and (to the extent authorized) Cardholder confidential information with Affiliates. Bank may also disclose confidential information to service providers, the Networks, and any other authorized third parties in connection with Bank's provision of Program services; provided that these authorized third parties are under obligations of confidentiality at least as restrictive as those set forth in this **Section 12**. Bank may exchange information concerning the Client or Cardholders with merchants and, in the case of Cardholder information, with the Client.

13. Miscellaneous

- A. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this Agreement. The failure of either party hereto to enforce any right or pursue any remedy hereunder shall not be construed to be a waiver thereof.
- B. In the regular course of business, Bank may monitor, record, and retain telephone conversations made or initiated to or by Bank from or to Client or Cardholders.
- C. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of Client and Bank and their respective successors and assigns. This Agreement, or any of the rights or obligations hereunder, may not be assigned by Client without the prior written consent of Bank.
- D. This Agreement embodies the entire agreement and understanding between Client and Bank and supersedes all prior agreements and understandings between Client and Bank relating to the subject matter thereof.
- E. This Agreement may be signed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same document. Facsimile signatures shall have the same force and effect as the original.
- F. If applicable, to the extent that Client would have been able to claim sovereign immunity in any action, claim, suit, or proceeding brought by Bank, Client irrevocably waives and agrees not to claim such immunity.
- G. Neither Bank nor Client shall be liable for any loss or damage to the other for its failure to perform or delay in the performance of its obligations under this Agreement, if such non-performance or delay is caused directly or indirectly by an act of God, act of governmental authority, de jure or de facto, legal constraint, war, terrorism, catastrophe, fire, flood or electrical, computer, mechanical or telecommunications failure, or failure of any agent or correspondent, or unavailability of a payment system, or other natural disaster or any cause beyond its reasonable control.
- H. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES, AND/OR THE INTERPRETATION AND ENFORCEMENT OF THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND ARISING OUT OF, BY REASON OF, OR RELATING TO THIS AGREEMENT, THE INTERPRETATION THEREOF OR TO ANY TRANSACTIONS HEREUNDER. THIS WAIVER IS KNOWINGLY, WILLINGLY, AND VOLUNTARILY MADE BY THE PARTIES.
- I. Client acknowledges that Bank prohibits the use of Cards under any Accounts to conduct transactions (including, without limitation, the acceptance or receipt of credit or other receipt of funds through an electronic funds transfer, or by check, draft or similar instrument, or

the proceeds of any of the foregoing) that are related, directly or indirectly, to unlawful internet gambling. The term "unlawful internet gambling," as used here, shall have the meaning as set forth in 12 C.F.R. Section 233.2(bb).

- J. Certain services may be performed by Bank or any affiliate, including affiliates, branches or units located in any country in which Bank conducts business or has a service provider. Client authorizes Bank to transfer Client information to such affiliates, branches or units at such locations as Bank deems appropriate. Bank reserves the right to store, access, or view data in locations it deems appropriate for the services provided.
- K. International Transactions include any transaction made in a foreign currency or that is made outside the United States of America even if it is made in U.S. dollars. If an international transaction is made in a currency other than U.S. dollars, the Network will convert the transaction into U.S. dollars using its respective currency conversion procedures. The exchange rate the Network uses to convert currency is a rate that it selects either from the range of rates available in the wholesale currency markets for the applicable processing date (which rate may vary from the rate the respective entity itself receives), or the government-mandated rate in effect on the applicable processing date. The rate in effect on the applicable processing date may differ from the rate on the date when the international transaction occurred or when the Account was used. Bank reserves the right to charge an international transaction fee, as specified in Exhibit A. Bank may charge a commission on the relevant currency amount at the rate provided to it by the Network as set forth in the fee schedules attached hereto. The international transaction fee will be calculated on the U.S. dollar amount provided to Bank by the Network. The same process and charges may apply if any international transaction is reversed.
- L. Bank may at any time offset any obligation of Client to Bank under this Agreement or otherwise against any obligation Bank owes to Client.
- M. This Agreement and Cards are non-transferable, non-assignable, and shall remain the property of Bank.
- N. USA PATRIOT Act Disclosure. Section 326 of the USA PATRIOT Act mandates that Bank obtain, verify and record information that identifies each business or person that opens a new account. By signing this Agreement Client agrees to provide and consent to us obtaining, if necessary from third parties, any and all information reasonably necessary to verify Client's identity.
- O. This Agreement may be amended or waived only by notice to Client, in writing from Bank.

EXHIBIT A to the Commercial Card Application & Agreement INCENTIVES & FEES

1. **DEFINITIONS.** Capitalized terms herein that are not otherwise specifically defined herein shall have the same meanings as set forth in the Agreement.

"Contract Year" means a 12-month period beginning on the Effective Date of the Agreement or any anniversary of such date.

"Credit Losses" means all amounts due to Bank in connection with any Card that Bank has written off as uncollectible excluding amounts due with respect to Fraudulent Transactions.

"Discount Interchange Rate Transactions" means Transactions made on any and all Cards or Accounts, with an interchange rate below 2.00% under applicable Credit Card Network rules. Those Transactions include but are not limited to Large Ticket Transactions, level 3 Transactions, Network Partnership programs, and any other interchange programs entered into by the Networks, Client, merchants, or others whereby the parties to those interchange programs have agreed to interchange rates below 2.00% for certain transactions. This does not include Transactions that do not qualify for interchange under applicable Credit Card Network rules.

"Discount Interchange Rate Transaction Volume" means total Discount Interchange Rate Transactions made on any and all Cards or Accounts. **Discount Interchange Rate Transaction Volume** is comprised of two categories based on the interchange rate of each transaction:

- **"Discount Interchange Transaction Volume Category 1"** covers all **Discount Interchange Rate Transaction Volume** with interchange rate at or above 1.00% (interchange rates from 1.00% - 1.99%).
- **"Discount Interchange Transaction Volume Category 2"** covers all **Discount Interchange Rate Transaction Volume** with interchange rate below 1.00% (interchange rates from 0.00% - 0.99%).

"Settlement Terms" means the combination of the number of calendar days in a billing cycle and the number of calendar days following the end of a billing cycle to the date the payment is due. Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing cycle and Y is the number of calendar days following the end of a billing cycle to the date the payment is due.

"U.S. Net Charge Volume" means total charges made on any and all U.S. dollar issued Cards or Accounts, net of returns, cash advances, convenience checks, Fraudulent Transactions and any transactions that do not qualify for interchange under applicable Network rules. U.S. Net Charge Volume does not include Discount Interchange Rate Transaction Volume.

"U.S. Total Charge Volume" means the sum of U.S. Net Charge Volume and Discount Interchange Rate Transaction Volume.

2. REBATES

A. Volume Rebate

Bank will pay Client a rebate based on the annual U.S. Total Charge Volume achieved according to the following schedule. The rebate will be calculated as the Volume Rebate Rate (as determined according to the following schedule) multiplied by the annual U.S. Net Charge Volume, subject to the rebate adjustments below.

U.S. One Card	
Annual U.S. Total Charge Volume	Rebate Rate (%) @ 30 & 25 Settlement Terms
\$250,000	0.28%
\$500,000	0.55%
\$1,000,000	1.00%
\$2,000,000	1.10%
\$3,000,000	1.15%
\$4,000,000	1.20%
\$5,000,000	1.25%
\$6,000,000	1.27%
\$7,000,000	1.29%
\$8,000,000	1.31%
\$9,000,000	1.33%
\$10,000,000+	1.35%

B. Discount Interchange Rate Transaction Rebate

Should Client achieve the minimum annual U.S. Total Charge Volume required to earn a Volume Rebate as stated above, Bank will pay Client a rebate based on annual Discount Interchange Rate Transaction Volume. The rebate will be calculated as the Discount Interchange Transaction Rebate Rate (with categories as determined according to the following schedule) multiplied by the annual Discount Interchange Rate Transaction Volume for each respective category, subject to the rebate adjustments below.

Discount Interchange Rebate Rate for the U.S. One Card Volume by Program Settlement Terms	
Discount Interchange Rate Transaction Volume Category	@ 30 & 25 Settlement Terms
Category 1	0.45%
Category 2	0.15%

3. REBATE ADJUSTMENTS

A. Interchange Rate Adjustment

In the event of a reduction in interchange rates by the Network, Bank reserves the right to adjust the rebate rates and fees accordingly.

4. GENERAL REBATE TERMS

A. Annual Rebates

- i. Rebates will be calculated annually in arrears. Rebate payments will be made in USD within the 90 day period after the end of the Contract Year (the "Rebate Calculation Period") via wire transfer to a business account designated by Client and authenticated by Bank. Payment is contingent upon Bank receiving Client's wire instructions, and Bank's authentication of such instructions, prior to the end of the Rebate Calculation Period.
- ii. Rebate amounts are subject to reduction by all Credit Losses. If Credit Losses exceed the rebate earned for any Contract Year, Client shall pay to Bank the amount in excess of the rebate, which invoice shall be due and payable in accordance with the terms of such invoice. If Client is participating in more than one program, Bank reserves the right to offset any Credit Losses from one program against any rebate earned under any other program. In no event will Bank pay Client a rebate for the year in which the Agreement is terminated.

B. To qualify for any rebate payment, all of the following conditions must be met.

- i. Client is not in default under the Agreement at the time of rebate calculation and payment.
- ii. Account(s) must be current at the time of rebate calculation and payment.
- iii. Settlement of any centrally billed Account(s) must be by automatic debit.
- iv. Payment must be received by Bank in accordance with the Settlement Terms. Late payments shall be subject to fees as specified in the Fees Section of this Exhibit. Settlement Terms for the U.S. One Card Program are 30 & 25.

5. FEES – U.S.

The following are the fees associated with the U.S. One Card Program:

STANDARD SERVICES AND FEES	
Late payment charge	Central bill: 1% of full amount past due assessed at end of the Cycle in which payment first became due and each Cycle thereafter Individual bill: 1% of full amount past due assessed 28 days after end of the Cycle in which payment first became due and each Cycle thereafter
International transaction	1.5% of the US Dollar amount charged
Standard card	\$0.00
ADDITIONAL SERVICES AND FEES	
Cash advances	2.5% of amount advanced (\$2.50 minimum with no maximum)
Convenience check	2% of check amount (\$1.50 minimum with no maximum)
Executive card	\$75 annual fee per card

If Client requests services not listed in this schedule, Client agrees to pay the fees associated with such services.

EXHIBIT B to the Commercial Card Application & Agreement SUPPLIER RECRUITMENT AUTHORIZATION EXHIBIT

1. **DEFINITIONS.** For the purposes of this Exhibit, the following terms will have the meaning given below. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

“**Claim(s)**” means any and all past, present and future claim(s), loss(es), liability(ies), obligation(s), expense(s), attorney or other fee(s), suit(s), debt(s), lien(s), contract(s), agreement(s), promise(s), demand(s) or damage(s), of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, including legal fees to the full extent permitted by law.

“**Client Information**” means information provided by Client to Bank for purposes of Supplier Recruitment (as defined below), including, but not limited to: (i) contact information for Client and/or Supplier(s); (ii) accounts payables details (e.g., payment summaries, amounts/counts, invoice numbers, billing account numbers and current and future payment terms); and (iii) payment preferences for Client and/or Supplier(s).

“**Supplier Data Enrichment**” means a recruitment service utilizing internal and external data sources to obtain supplier contact information for the purpose of Supplier Recruitment (as defined below). Bank will: (i) use commercially reasonable efforts to enrich supplier data provided by Client via the Supplier Data Enrichment process, and (ii) provide on a weekly basis a report of supplier data that is captured during the acceptance process for further verification from Client.

“**Supplier(s)**” means Client’s supplier(s) and/or vendor(s) identified in accounts payable documentation, or other documentation provided to Bank by Client.

“**Third Party**” or “**Third Parties**” means a payment solution partner of Bank.

2. SUPPLIER RECRUITMENT

Client asks and authorizes Bank and/or Third Party to communicate with Suppliers through various methods on behalf of and in the voice of Client for the purpose of requesting that Suppliers accept payment using wholesale payments products offered by Bank, including but limited to commercial card and automated clearing house (the, “**Supplier Recruitment**”). For the sole purposes of Supplier Recruitment, Client consents to Bank’s disclosure of such Client Information to Third Parties and Suppliers. Bank reserves the right to refuse or discontinue Supplier Recruitment and/or Supplier Data Enrichment services at any time.

3. CLIENT ENGAGEMENT

Client shall be deemed to have accepted and agreed to the following:

- i. Client will complete the Supplier Campaign Questionnaire and/or Form provided by Bank;
- ii. Client will commit to having internal resources available to address weekly recruitment needs;
- iii. Client will provide, to the extent commercially reasonable, complete and accurate Client Information including, but not limited to, Supplier name, remittance address, contact name, phone number, and email addresses in a format consistent with Bank instruction;
- iv. Should Client not have complete and accurate Supplier contact information, the Bank will offer Supplier Data Enrichment;
- v. Client is solely responsible for validating Bank obtained Client Information, including but not limited to Supplier contact information during Supplier Data Enrichment and prior to issuing payment to that Supplier. Client acknowledges that Supplier contact information is deemed to be accurate once payment has been requested.

4. TERMS AND CONDITIONS

A. Obligations and Liabilities

- i. Despite anything to the contrary in the Agreement, Client, on its behalf and on behalf of each of its Affiliates:
 - (a) will indemnify and hold Bank and each of its Affiliates harmless against Claims, except in the event of Bank’s gross negligence, that may arise related to: (1) Supplier Recruitment; (2) Supplier Data Enrichment; or (3) a third-party Claim related to the disclosure of Client Information for the purpose of Supplier Recruitment.
 - (b) agrees to reimburse Bank and each of its Affiliates for any direct damages Bank incurs related to Claims arising from third parties under clause 4.A.i.(3).
 - (c) releases and forever discharges Bank and each of its Affiliates from any and all liability for indirect, special, punitive, or consequential damages in any form or under any circumstances, even if Bank has been advised of the possibility of such damages, except to the extent that such Claims arise from the gross negligence of the Bank or its Affiliates.

- B. **Use of Client Logo.** Client grants Bank a non-exclusive, limited, non-transferable, and revocable license to use Client's marks (whether registered or not) for the sole purpose of Supplier Recruitment.
- C. **Authorizing Transfers.** Client represents and warrants that Client has obtained the consent required to authorize Bank to disclose Client Information, including information about and Supplier(s), for purposes of Supplier Recruitment.
- D. **Giving Bank Notice.** Despite anything to the contrary in the Agreement, Client agrees that it will provide Bank with notice to revoke this Exhibit, which shall have the effect of terminating Supplier Recruitment. Bank will have a reasonable period of time to act on Client's notice after Bank receives it. The Agreement shall remain in full force and effect unless otherwise terminated as set forth in Agreement.

Coversheet

Approval of Commercial Office Building Lease with A&R Parcel Three

Section: XI. Business/Financial Services
Item: D. Approval of Commercial Office Building Lease with A&R Parcel Three
Purpose: Vote
Submitted by: Christine Feher
Related Material: New Lease 2022_A&R Parcel Three.pdf
 Lease Addendum 2022_A&R Parcel Three.pdf

BACKGROUND:

This new proposed office space, on 940 South Coast Drive, Costa Mesa, CA 92646, Suite 185, will provide additional square footage (from approximately 1533 sqft to 1942 sqft), allowing for more storage, a conference room inside the office space and more separate offices for the growing team. The current lease at the Birch office ends on December 31, 2022. This new lease is from December 1, 2022 to November 30, 2027, for a total of 60 months. There are a total of three months of free rent included, one month free in each of the three years of the term.

Monthly rent will be:

For Lease Year 1:

Five Thousand Two Hundred Forty Four Dollars and No/100 (\$5,244.00)

For Lease Year 2:

Five Thousand Four Hundred Thirty Eight Dollars and No/100 (\$5,438.00)

For Lease Year 3:

Five Thousand Six Hundred Thirty Two Dollars and No/100 (\$5,632.00)

For Lease Year 4

Five Thousand Eight Hundred Twenty Six Dollars and No/100 (\$5,826.00)

For Lease Year 5

Six Thousand Twenty One Dollars and No/100 (\$6,021.00)



**COMMERCIAL OFFICE
BUILDING LEASE**

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EXHIBITS

- A. Description of Premises
- B. Site Plan
- ~~C. Agreement For Parking~~
- C. Parking Rules and Regulations
- D. Rules and Regulations
- ~~E. Guaranty of Lease~~
- F. Addendum to Office Building Lease

OFFICE BUILDING LEASE

1. PARTIES. This Office Building Lease (this "Lease"), dated for reference purposes only, September 7, 2022 is made by and between, A&R Parcel Three, a California Limited Partnership herein called "Landlord" and California Pacific Charter Schools, Inc., a California nonprofit public benefit corporation, herein called "Tenant".

2. PREMISES.

2.a. Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord that certain office space (the "Premises") indicated on Exhibit "A" attached hereto and reference thereto made a part hereof, the Premises being agreed, for the purpose of this Lease, to have an area of approximately 1,942 rentable square feet (the "Rentable Area"), being identified as Suite 185 and being situated on the First (1st) floor of that certain office building known as 940 South Coast Drive, Costa Mesa, CA 92626 (the "Building").

2.b. This Lease is subject to the terms, covenants and conditions herein set forth and Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed and that this Lease is made upon the condition of said performance.

2.c. Tenant acknowledges that the exterior demising walls of the Premises and the area between the finished ceiling of the Premises and the slab of the Building floor there above have not been leased to Tenant and the use thereof together with the right to install, maintain, use, repair and replace pipes, ducts, conduits and wires leading through, under or above the Premises in locations which will not materially interfere with Tenant's use of the Premises are hereby reserved by Landlord.

3. TERM. The term of this Lease (the "Term") shall be for Sixty (60) months and Zero (0) days, commencing on the First (1st) day of December, 2022 (the "Commencement Date") and ending on the Thirtieth (30th) day of November, 2027, subject to earlier termination as provided herein. As used herein, "Lease Year" shall mean each consecutive twelve (12)-month period beginning with the Commencement Date, except that if the Commencement Date is other than the first day of a calendar month, then the first Lease Year shall be the period from the Commencement Date through the date twelve (12) months after the last day of the calendar month in which the Commencement Date occurs, and each subsequent Lease Year shall be the period of twelve (12) months following the last day of the prior Lease Year.

4. POSSESSION.

4.a. If Landlord, for any reason whatsoever, cannot deliver possession of the Premises to Tenant on the Commencement Date, this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom, nor shall the expiration date of the Term be in any way extended, but in that event, all rent shall be abated during the period between the Commencement Date and the time when Landlord delivers possession. The foregoing notwithstanding, if Landlord's failure to deliver possession on or before the Commencement Date is attributable, in whole or in part, to any action or inaction by Tenant (including Tenant's failure to supply any information required from Tenant hereunder or the furnishing by Tenant of inaccurate or erroneous estimates, specifications, dates or other information) there shall be no abatement of rent, and Landlord shall be entitled to full performance by Tenant (including payment of rent) starting on the Commencement Date.

4.b. In the event that Landlord shall permit Tenant to occupy the Premises prior to the Commencement Date, such occupancy shall be subject to all the provisions of this Lease (including the payment of rent). Said early possession shall not advance the termination date hereinabove provided.

5. BASE RENT.

5.a. Tenant agrees to pay to Landlord as base rent ("Base Rent"), without prior notice, offset, deduction or demand, for the Premises the sum of Five Thousand Two Hundred Forty Four Dollars and No/100 (\$5,244.00), in advance, on or before the first day of the first full calendar month of the term hereof and a like sum on or before the first day of each and every successive calendar month thereafter during the Term, except that the first month's rent shall be paid upon execution hereof. Base Rent for any period during the term hereof which is for less than one (1) month shall be a prorated portion of the monthly installment herein, based upon a thirty (30) day month. All rent shall be paid to Landlord in lawful money of the United States of America, which shall be legal tender at the time of payment, at such place as Landlord may from time to time designate in writing.

5.b. Notwithstanding anything to the contrary contained in Section 5.a of this Lease, the Base Rent shall increase annually on the first day of the second year of the Term and on the same day of each year thereafter as set forth below:

(a) For Lease Year 2:	<u>Five Thousand Four Hundred Thirty Eight Dollars and No/100</u>	<u>(\$5,438.00)</u>
(b) For Lease Year 3:	<u>Five Thousand Six Hundred Thirty Two Dollars and No/100</u>	<u>(\$5,632.00)</u>
(c) For Lease Year 4	<u>Five Thousand Eight Hundred Twenty Six Dollars and No/100</u>	<u>(\$5,826.00)</u>
(d) For Lease Year 5	<u>Six Thousand Twenty One Dollars and No/100</u>	<u>(\$6,021.00)</u>

The increase in the Base Rent shall be in addition to, and not in lieu of, the Additional Rent as set forth in Section 7.

6. SECURITY DEPOSIT. Tenant has paid or will pay to Landlord concurrently with the execution and delivery hereof by Tenant the sum of Six Thousand Six Hundred Twenty Four Dollars and No/100 (\$6,624.00) ("Security Deposit") as security for the full and faithful performance of the terms hereof by Tenant. Landlord shall not be required to keep the Security Deposit separate from its general funds and Tenant shall not be entitled to interest

thereon. If Tenant defaults with respect to any provision of this Lease, including, but not limited to, the provisions relating to the payment of rent and/or vacating the Premises prior to the expiration date of this Lease Landlord may, but shall not be required to, use, apply or retain all or any part of the Security Deposit for the payment of any rental sums or any other sum in default, or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default, including without limitation, unamortized commissions, tenant improvement costs and expenses and costs and attorneys' fees incurred by Landlord to recover possession of the Premises upon a default by Tenant hereunder. The Security Deposit shall not be deemed an advance payment of rent or a measure of Landlord's damages for any Tenant default, nor shall it be a bar or defense to any action that Landlord may at any time commence against Tenant. Tenant hereby waives the provisions of Civil Code Section 1950.7 and agrees for purposes of the foregoing "rental sums" shall include prospective rent that would have been payable by Tenant but for the early termination of this Lease due to Tenant's default or insolvency. If any portion of the Security is so used or applied, Tenant shall, within five (5) days after receipt of written demand therefore, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount and Tenant's failure to do so shall constitute a default hereunder by Tenant. If Tenant shall fail to fully and faithfully perform every provision of this Lease to be performed by it, the Security Deposit may be applied against any amounts owed by Tenant to Landlord at the expiration or termination of this Lease and any balance thereof (if any) shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within thirty (30) days of Tenant's vacating of the Premises, accompanied by a reasonable summary of how any or all of the Security Deposit was applied by Landlord.

7. ADDITIONAL RENT.

7.a. Tenant agrees to pay as additional rent ("Additional Rent") for the Premises the amount by which Tenant's proportionate share of all Direct Expenses (as hereinafter defined) incurred by Landlord in the operation of the Building exceeds Tenant's proportionate share of Direct Expenses incurred in the Base Year (as hereinafter defined). **However, in no event shall Tenant be responsible for any Additional Rent for the first twelve (12) months of the Term.** Tenant's proportionate share (hereinafter "Expense Percentage") shall be the percentage obtained by dividing the average Rentable Area of the Premises for such year or portion thereof by the total Rentable Area of the Building for the same period, and shall initially be Four Point Nine Eight percent (4.98%). Tenant acknowledges Landlord's rights to make changes or additions to the Building from time to time pursuant to Section 10.a below, in which event the total Rentable Area within the Building may be adjusted.

7.b. Prior to the commencement of the Term and of each calendar year thereafter, Landlord shall give Tenant a written estimate of Direct Expenses and Tenant's proportionate share thereof for the ensuing year or portion thereof. Tenant shall pay to Landlord, in equal monthly installments, in advance, the amount by which Tenant's proportionate share set forth in Landlord's notice exceeds Tenant's proportionate share of Direct Expenses incurred in the Base Year (as hereinafter defined). If Landlord has not furnished its written estimate of Direct Expenses and Tenant's proportionate share thereof by the time set forth above, Tenant shall continue to pay cost reimbursements at the rates established for the prior calendar year of the Term, if any; provided that when the new estimate is delivered to Tenant, Tenant shall, at the next monthly payment date, pay any accrued cost reimbursements based upon the new estimate. Within one hundred fifty (150) days after the end of each calendar year, Landlord shall endeavor to furnish to Tenant a statement showing in reasonable detail the actual Direct Expenses for such period in accordance with Section 7.d below, and the parties shall make any payment or allowance necessary to adjust Tenant's estimated payment to Tenant's proportionate share as shown by such annual statement. Any amount due from Tenant shall be paid within ten (10) days after receipt of such statement. Any amount due to Tenant shall be credited against installments next coming due under this Section 7. Even though the Lease has terminated and the Tenant has vacated the Premises, when the final determination is made of the actual Direct Expenses and Tenant's proportionate share thereof for the calendar year in which the Lease terminates, Tenant shall upon notice make any payment required from Tenant within ten (10) days after receipt of such statement; conversely, any overpayment made in the event expenses decrease shall be rebated by Landlord to Tenant. However, in lieu thereof, Landlord may deliver a reasonable estimate of the anticipated reconciliation amount to Tenant prior to the expiration of the Term, in which event the appropriate party shall fund that amount by the termination date.

7.c. If at any time during any calendar year of the Lease term the amount(s) and/or the rates for any item(s) of Direct Expenses are increased to a rate(s) or amount(s) in excess of the rate(s) or amount(s) used in calculating the estimated Direct Expenses for such calendar year, Tenant's estimated share of such Direct Expenses shall be increased for the month in which such increase becomes effective and for succeeding months by Tenant's Expense Percentage of such increase. Upon receipt of notice of such increase in rate or amount, Landlord shall give Tenant written notice of the amount or estimated amount of increase, the month in which effective and Tenant's monthly share thereof. Tenant shall pay such increase to Landlord as part of Tenant's monthly payments of estimated Direct Expenses as provided in Section 7.b above, commencing with the month in which effective.

7.d. As used herein, the term "Base Year" means the calendar year **2023**, ~~in which the Term commences~~, the term "Comparison Year" means the applicable calendar year during the term after the Base Year and the term "Direct Expenses" shall include all costs of operation, management and maintenance of the Building and the project of which the Building is a part (the "Project"), and shall include the following costs by way of illustration but not limitation: real and personal property taxes and vehicle taxes and fees; general and special assessments; costs and expenses incurred in contesting the amount or validity of any property tax by appropriate proceedings; water and sewer charges; insurance premiums, including the cost of rental insurance; license, permit, and inspection fees; heat; light; power; janitorial and security services; fire protection; labor; salaries; air conditioning; gardening and landscaping; maintenance and repair (including repairs pursuant to Section 11); painting; trash removal; depreciation of operational equipment for the Project; supplies; materials; equipment; tools; property management costs and fees; all fees, assessments and other amounts paid by Landlord of the type described in Section 29; the cost of any capital improvements made to the Project by Landlord which are intended to maintain the quality, appearance or safety of the Building and/or Project or upgrade Building and/or Project security, reasonably calculated to reduce Direct Expenses, and/or are required under any governmental law or regulation not applicable to the Building and/or Project or not in effect as of the Commencement Date, such cost to be amortized over such reasonable period as Landlord shall determine and to include a return on capital at the rate of ten percent (10%) per annum on the unamortized balance or at such higher rate as may have been paid by Landlord on funds borrowed for the purpose of constructing such capital improvements; the cost of providing a management office at the Project and the cost of providing a manager and support staff to operate such office and the Project; and an amount to cover Landlord's indirect administrative and overhead expense. The term "property taxes" as used herein shall include (i) all real estate taxes and personal property taxes and other taxes, charges and assessments, unforeseen as well as foreseen, which are levied with respect to the Project, and any improvements, fixtures and equipment and other property of Landlord, real or personal, located in the Project and used in connection with the operation of the Project and the land upon which situated, (ii) any tax, surcharge or assessment which shall be levied in addition to or in lieu of real estate or personal property taxes, other than taxes covered by Section 18, and (iii) any service or other fees collected by governmental agencies in addition to or in lieu of property taxes for services provided by such agencies. The term

"property taxes" as used herein shall also include any rental, excise, sales, transaction privilege, or other tax or levy, however denominated, imposed upon or measured by the rental reserved hereunder or on Landlord's business of leasing the Premises, excepting only net income taxes.

7.e. If the Building is not at least 95% leased during any portion of any calendar year, Landlord may, using sound accounting practices, adjust Direct Expenses that are variable and therefore increase as leasing and occupancy of the Building increases to equal what would have been incurred by Landlord had the Building been 100% leased and occupied (an "Equitable Adjustment"). In no instance, however, shall Tenant pay more than the actual cost of the service for which an Equitable Adjustment is made. Landlord may incorporate the Equitable Adjustment in its estimates of Direct Expenses. **Notwithstanding the foregoing, commencing with calendar year 2024, Tenant's proportionate share of Direct Expenses attributable to Controllable Costs (as defined below) shall not increase by more than eight percent (8%) annually over Tenant's proportionate share of Direct Expenses in the immediately prior calendar year on a compounded and cumulative basis, and to the extent they do, Tenant shall not be liable for such overage. As used in the prior sentence, the term "cumulative" shall mean that, where an increase in Controllable Costs in a given calendar year is less than five eight (8%), the difference between said increase and eight percent (8%) may be captured in a subsequent calendar year where the actual increase exceeds eight percent (8%). "Controllable Costs" means all Direct Expenses other than (i) real estate taxes, (ii) Landlord's insurance premiums, and (iii) costs of water, sewer, electricity, natural gas and other utilities.**

7.f. The Base Rent, the Additional Rent and all other amounts required to be paid by Tenant hereunder are sometimes here in collectively referred to as, and shall constitute, "rent."

8. **USE.** Tenant shall use the Premises for general office purposes and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord which consent may be withheld in Landlord's sole and absolute discretion. The parties agree that any contrary use shall be deemed to cause material and irreparable harm to Landlord and shall entitle Landlord to injunctive relief in addition to any other available remedy. Tenant shall not increase the occupant density of the Premises in excess of one (1) person per two hundred fifty (250) square feet of Rentable Area within the Premises. Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire insurance upon the Building or any of its contents, or cause cancellation of any insurance policy covering the Building or any part thereof or any of its contents. Tenant shall not do or permit to be done anything in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or injure or annoy them or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises. Without limiting the generality of the foregoing, Tenant shall not (i) obstruct or store anything in the common facilities (including service or exit corridors), (ii) place a load upon any floor of the Premises which exceeds the floor load per square foot which such floor was designed to carry or (iii) permit any objectionable sounds or odors to carry outside the Premises.

9. **COMPLIANCE WITH LAW.** Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to, required as a result of or affected by Tenant's improvements, particular use of the Premises or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of the fact as between Landlord and Tenant.

10. ALTERATIONS AND ADDITIONS.

10.a. Landlord shall have the right, at any time, to change the arrangement and/or location of entrances or passageways, doors and doorways, and corridors, elevators, stairs, toilets, and other public parts of the Building or the Project and upon giving Tenant reasonable notice thereof, to change the name, number or designation by which the Building or the Project is commonly known.

10.b. Tenant shall not make any alterations, additions or improvements (collectively referred to as "Alterations") to the Premises without the prior written consent of Landlord. All such Alterations shall be made in conformity with plans therefore approved by Landlord in writing prior to the commencement of such Alterations and shall be performed by a tenant improvements contractor designated by Landlord. All such Alterations (except movable furniture, furnishings and trade fixtures) shall become the property of Landlord and shall be surrendered with the Premises, as a part thereof, at the expiration or earlier termination of the Term. All such Alterations shall, however, be made by Tenant at Tenant's sole cost and expense. Upon termination of this Lease, Tenant shall, upon demand by Landlord, at Tenant's sole cost and expense, forthwith remove any Alterations (except those made initially prior to the commencement of Tenant's possession of the Premises with Landlord's written approval) made by Tenant and designated by Landlord to be removed, and repair and restore the Premises to their original condition, reasonable wear and tear excepted. Any personal property left on or in the Premises at the expiration or earlier termination of this Lease may, at the option of Landlord, either be deemed abandoned and retained by Landlord, or be placed in storage at a public warehouse in the name, for the account and at the expense and risk of Tenant or otherwise disposed of by Landlord in the manner provided by law. Tenant releases Landlord of and from any and all claims and liability for damage to or destruction or loss of property left by Tenant upon the Premises at the expiration or earlier termination of this Lease and Tenant hereby indemnifies Landlord against any and all claims and liability with respect thereto. Tenant further waives all claims to all property (and the proceeds thereof) abandoned by Tenant and retained or disposed of by Landlord.

10.c. All Alterations to the Premises made by Tenant shall comply with the plans therefore approved in advance by Landlord. Such plans and any specifications associated therewith shall be prepared by an architect or interior designer approved in advance by Landlord. Tenant shall obtain all required permits for such Alterations and shall perform all such Alterations in compliance with all applicable requirements of all governmental authorities having jurisdiction over the Premises and shall comply with all rules and regulations established by Landlord to ensure the safety, cleanliness and good order of the Building and the Project and its occupants, including but not limited to those relating to usage of elevators and loading docks, establishment of off-Premises staging areas, disposal of refuse and the hours of performing operations which result in the creation of noise, dust and odors. Except for cosmetic Alterations to the Premises not requiring a permit, Landlord shall be entitled to a supervision fee in the amount of 5% of the cost of the Alterations. No such Alterations by Tenant shall incorporate therein any hazardous materials, as defined in Section 27. In addition, if required by Landlord, such Alterations shall be covered by a lien and completion bond satisfactory to Landlord.

10.d. No antenna, satellite dish, microwave receiver or other receiving or transmission equipment shall be installed by Tenant in or on the roof of the Building or elsewhere in the Project except with the prior written consent of Landlord which consent may be withheld in Landlord's sole and absolute discretion. Any such installation by Tenant shall be only the particular equipment specifically approved by Landlord, shall be limited to the manner and location approved by Landlord and shall be subject to such terms and conditions as are provided by Landlord to Tenant at the time Landlord approves such installation.

11. REPAIRS.

11.a. By taking possession of the Premises, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. Tenant shall, at Tenant's sole cost and expense, keep the Premises and every part thereof in good condition and repair, ordinary wear and tear excepted. Tenant shall upon the expiration or sooner termination of this Lease surrender the Premises to Landlord in good condition, ordinary wear and tear excepted. All repairs shall be at least equal in quality to the original work, shall be made only by a licensed, bonded contractor approved in writing in advance by Landlord and shall be made only at the time or times approved by Landlord. Any contractor utilized by Tenant shall be subject to Landlord's standard requirements for contractors, as modified from time to time. Landlord may impose reasonable restrictions and requirements with respect to repairs, as provided in Section 10.b. Except as specifically provided in an addendum, if any, to this Lease, Landlord shall have no obligation whatsoever to alter, remodel, improve, repair, decorate or paint the Premises or any part thereof and the parties hereto affirm that Landlord has made no representations to Tenant respecting the condition of the Premises or the Building or the suitability or fitness of either for any purpose except as specifically herein set forth.

11.b. Subject to the provisions of Sections 7, 11.a and 22 hereof, Landlord shall repair and maintain the structural portions of the Building, including the basic plumbing, air conditioning, heating, and electrical systems, installed or furnished by Landlord, unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of any duty of Tenant, its agents, servants, employees or invitees, in which case Tenant shall pay to Landlord the reasonable cost of such maintenance and repairs. Landlord shall not be liable for any failure to make any such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Except as provided in Section 22 hereof, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Building or the Premises or in or to fixtures, appurtenances and equipment therein. As a material inducement to Landlord's entering into this Lease, Tenant expressly waives any right to make repairs at Landlord's expense or to exercise any right to terminate this Lease relating to the repair and maintenance of the Building whether granted by law, statute, ordinance or otherwise now or hereafter in effect, including but not limited to California Civil Code Sections 1932(1), 1941, 1941.1 and 1942.

12. **LIENS.** Tenant shall keep the Premises, the Building and the Project free from any liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant. In the event that Tenant shall not, within ten (10) days following the imposition of any such lien, cause the same to be released of record by payment or posting of a proper lien release bond in accordance with California Civil Code Section 8424 or any successor statute, Landlord shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including payment of or defense against the claim giving rise to such lien. All sums paid by Landlord and all expenses incurred by it in connection therewith shall create automatically an obligation of Tenant to pay an equivalent amount as Additional Rent, which Additional Rent shall be payable by Tenant within five (5) days after Tenant's receipt of Landlord's demand therefore with interest at the maximum rate of interest per annum permitted by law to be charged from date of payment by Landlord until paid by Tenant. Nothing herein shall imply any consent by Landlord to subject Landlord's estate to liability under any mechanics' or other lien law. Tenant shall give Landlord adequate opportunity and Landlord shall have the right to post in or on the Premises such notices of nonresponsibility as are provided for in the mechanics lien laws of the state of California.

13. ASSIGNMENT AND SUBLETTING.

13.a. Tenant shall not, either voluntarily or involuntarily or by operation of law, assign, sublet, mortgage or otherwise encumber all or any portion of its interest in this Lease or in the Premises or permit the Premises to be occupied by anyone other than Tenant or Tenant's employees without obtaining the prior written consent of Landlord, which consent shall be subject to the provisions of Sections 13.b through 13.h below but in no event shall said consent be unreasonably withheld, delayed or conditioned. Any such attempted assignment, subletting, mortgage or other encumbrance without such consent shall be null and void and of no effect and, at Landlord's election, shall constitute a material default of this Lease.

13.b. No assignment, subletting, mortgage or other encumbrance of Tenant's interest in this Lease shall relieve Tenant of its obligation to pay the rent and to perform all of the other obligations to be performed by Tenant hereunder. Each assignee, other than Landlord, shall be deemed to assume all obligations of Tenant under this Lease and shall be liable jointly and severally with Tenant for the payment of all rent, and for the due performance of all of Tenant's obligations, under this Lease. Such joint and several liability shall not be discharged or impaired by any subsequent modification or extension of this Lease. **Moreover, any subletting by Tenant of any portion of the Premises shall be equal to or greater than eighty percent (80%) of market rental rate and upon market terms.** For this purpose, "market" shall mean a rental rate and terms comparable to the rental rate and terms then being offered by Landlord for the leasing of comparable space in the Building. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any subletting, assignment, mortgage or other encumbrance. Consent to one sublease, assignment, mortgage or other encumbrance shall not be deemed to constitute consent to any subsequent attempted subletting, assignment, mortgage or other encumbrance.

13.c. If Tenant desires at any time to assign this Lease or to sublet the Premises or any portion thereof, it shall first notify Landlord of its desire to do so and shall submit in writing to Landlord (i) the name of the proposed subtenant or assignee; (ii) the nature of the proposed subtenant's or assignee's business to be carried on in the Premises, (iii) the terms and provisions of the proposed sublease or assignment and the proposed effective date thereof, (iv) such financial information as Landlord may reasonably request concerning the proposed subtenant or assignee, and (v) the minimum payment of \$750.00 required pursuant to Section 13.h below. The submission pursuant to clause (iii) shall include a copy of any agreement, escrow instructions or other document which contains or memorializes the terms and provisions of the transaction for which Landlord's consent is required. Similarly, if Tenant desires to mortgage or encumber its interest in this Lease, Tenant shall first supply to Landlord in writing such information as to such transaction as may be reasonably requested by Landlord.

13.d. As a condition to Landlord's consent to such assignment or subletting, Landlord shall be entitled to receive, in the case of a subletting, **fifty percent (50%) of all rent** (however denominated and paid) payable by the subtenant to Tenant in excess of that payable by Tenant to Landlord pursuant to the other provisions of this Lease and, in the case of an assignment, all consideration given, directly or indirectly, by the assignee to Tenant in connection with such assignment, less normal and usual costs incurred by Tenant in connection with such subletting or assignment. For the purposes of this Section 13.d, the term "rent" shall mean all consideration paid or given, directly or indirectly, for the use of the Premises or any portion thereof. The term "consideration" shall mean and include money, services, property or any other thing of value such as payment of costs, cancellation of indebtedness, discounts, rebates and the like. "Nominal and usual costs" shall mean any broker's commission paid by Tenant to a broker independent of Tenant in connection with such sublease or assignment, legal fees incurred by Tenant in processing such assignment or subletting, out-of-pocket costs incurred by Tenant in advertising for an assignee or subtenant and out-of-pocket costs incurred by Tenant to remodel or renovate the area subject to such subletting or assignment (which costs shall not exceed the cost of providing building standard improvements for such assignee or subtenant and shall be amortized over the remaining Term of this Lease or, if shorter, over the term of the sublease). "Sublet" and "sublease" shall include a sublease as to which Tenant is sublessor and any sub-sublease or other sub-subtenancy, irrespective of the number of tenancies and tenancy levels between the ultimate occupant and Landlord, as to which Tenant receives any consideration, as defined in this Section 13.d, and Tenant shall require on any sublease which it executes that Landlord receive the profit from all sub-subtenancies, irrespective of the number of levels thereof. Any rent or other consideration which is to be passed through to Landlord by Tenant pursuant to this Section 13.d shall be paid to Landlord promptly upon receipt by Tenant and shall be paid in cash, irrespective of the form in which received by Tenant from any subtenant or assignee. In the event that any rent or other consideration received by Tenant from a subtenant or assignee is in a form other than cash, Tenant shall pay to Landlord in cash the fair value of such consideration.

13.e. At any time within thirty (30) days after Landlord's receipt of the last of the information specified in Section 13.c above, Landlord may by written notice to Tenant elect (i) to sublease the Premises or the portion thereof so proposed to be subleased by Tenant, or to take an assignment of Tenant's leasehold estate hereunder, or such part thereof as shall be specified in said notice, on the same terms as those stated in this Lease and in turn sublease or assign to the proposed subtenant or assignee on the same terms as those offered by Tenant to the proposed subtenant or assignee, as the case may be; or (ii) to terminate this Lease as to the portion (including all) of the Premises so proposed to be subleased or assigned, with a proportionate abatement in the rent payable hereunder. Tenant shall, at Tenant's own cost and expense, discharge in full any commissions which may be due and owing as the result of any proposed assignment or subletting, whether or not the Premises are recaptured pursuant hereto and rented by Landlord to the proposed tenant or any other tenant. If Landlord does not disapprove the proposed subletting or assignment in writing and does not exercise any option set forth in this Section 13.e within said thirty (30) day period, Tenant may thereafter within ninety (90) days after the expiration of said thirty (30) day period enter into a valid assignment or sublease of the Premises or portion thereof, upon the terms and conditions set forth in the information furnished by Tenant to Landlord pursuant to Section 13.c above. Provided, however, that any material change in such terms shall be subject to Landlord's consent as provided in this Section 13 and, provided further, that any amount to be paid by Tenant in connection with such subletting or assignment pursuant to Section 13.d above shall be paid to Landlord upon and as a condition to consummation of such transaction.

13.f. Landlord shall have the right to approve or disapprove any proposed assignee or sublessee. In exercising such right of approval or disapproval, Landlord shall be entitled to take into account any fact or factor which Landlord reasonably deems relevant to such decision, including, but not necessarily limited to, the following, all of which are agreed to be reasonable factors for Landlord's consideration:

- (i) The financial strength of the proposed assignee or subtenant.
- (ii) The proposed use of the Premises by such proposed assignee or subtenant and the compatibility of such proposed use with the quality of the other uses in the Building.
- (iii) Any violation which the proposed use by such proposed assignee or subtenant would cause of any other rights granted by Landlord to other tenants of the Building or the Project.
- (iv) Any adverse impact of the proposed use of the Premises by such proposed assignee or subtenant upon the parking or other services provided for Building or Project tenants generally.
- (v) Whether there then exists any default by Tenant pursuant to this Lease or any non-payment or non-performance by Tenant under this Lease which, with the passage of time and/or the giving of notice, would constitute a default under this Lease.
- (vi) Whether the proposed assignee or subtenant is either an existing tenant or occupant of the Building or Project or a prospective tenant with whom Landlord has been actively negotiating to become a tenant at the Building or Project.
- (vii) Whether the proposed assignee or subtenant is a public accommodation.
- (viii) Whether the proposed assignee or subtenant is, in Landlord's good faith determination, appropriate for tenancy in a first-class office project.

Moreover, Landlord shall be entitled to be reasonably satisfied that each and every covenant, condition or obligation imposed upon Tenant by this Lease and each and every right, remedy or benefit afforded Landlord by this Lease is not impaired or diminished by such assignment or subletting. Landlord and Tenant acknowledge that the express standards and provisions set forth in this Lease dealing with assignment and subletting, including those set forth in this Section 13.f, have been freely negotiated and are reasonable at the date hereof taking into account Tenant's proposed use of the Premises and the nature and quality of the Building and the Project. No withholding of consent by Landlord for any reason deemed sufficient by Landlord shall give rise to any claim by Tenant or any proposed assignee or subtenant for money damages (nor shall Tenant claim any money damages by way of set-off, counterclaim or defense) or entitle Tenant to terminate this Lease or to any abatement of rent. Tenant's sole remedy shall be an action or proceeding to require Landlord's consent, whether by specific performance, injunction or declaratory judgment. Approval of any assignment of Tenant's interest shall, whether or not expressly so stated, be conditioned upon such assignee assuming in writing all obligations of Tenant hereunder.

13.g. All options to extend, renew or expand, all exterior sign rights and all reserved, reduced cost or free parking rights, in each case if any, contained in this Lease are personal to Tenant. Consent by Landlord to any assignment or subletting shall not include consent to the assignment or transfer of any such rights or options with respect to the Premises or any other special privileges or extra services granted to Tenant by this Lease, any addendum or amendment hereto or any letter agreement. All such options, rights, privileges and extra services shall terminate upon such subletting or assignment unless Landlord specifically grants the same in writing to such assignee or subtenant.

13.h. The voluntary or other surrender of this Lease by Tenant or a mutual cancellation hereof shall not work a merger, and shall at the option of Landlord, terminate all or any existing subleases or subtenancies or shall operate as an assignment to Landlord of such subleases or subtenancies. If Tenant is a corporation which is not required under the Securities Exchange Act of 1934 to file periodic informational reports with the Securities and Exchange Commission, or is an unincorporated association, limited liability company or partnership, the transfer, assignment or hypothecation of any stock or interest in such corporation, association, limited liability company or partnership in the aggregate in excess of twenty-five percent (25%) shall be deemed an assignment within the meaning and provisions of this Section 13. In addition, the sale of all or substantially all of the assets of Tenant (other than bulk sales in the ordinary course of business), the merger or consolidation of Tenant, or any other direct or indirect change of control of Tenant, including, without limitation, change of control of Tenant's parent company or a merger by Tenant or its parent company, shall be deemed an assignment within the meaning and provisions of this Section 13. Tenant agrees to reimburse Landlord, in no event less than \$750.00 for each proposed transfer, for Landlord's administrative time and reasonable costs and attorneys' fees incurred in connection with the processing and documentation of any such requested assignment, subletting, transfer, change of ownership or hypothecation of this Lease or Tenant's interest in and to the Premises.

13.i. To the extent not prohibited by provisions of the Bankruptcy Code, 11 U.S.C. Section 101 et seq. (the "Bankruptcy Code"), including Section 365(f)(1), Tenant on behalf of itself and its creditors, administrators and assigns waives the applicability of Section 365(e) of the Bankruptcy Code unless the proposed assignee or the Trustee for the estate of the bankrupt meets Landlord's standard for consent as set forth in this Section 13. If this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, any and all monies or other considerations to be delivered in connection with the assignment shall be delivered to Landlord, shall be and remain the exclusive property of Landlord and shall not constitute property of Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed to have assumed all of the obligations arising under this Lease on and after the date of the assignment, and shall upon demand execute and deliver to Landlord an instrument confirming that assumption.

13.j. Tenant hereby irrevocably assigns to Landlord all of Tenant's interest in all rentals and income arising from any sublease of the Premises, and Landlord may collect such rent and income and apply same toward Tenant's obligations under this Lease; provided, however, that until a default occurs in the performance of Tenant's obligations under this Lease, Tenant shall have the right to receive and collect the sublease rentals. Landlord shall not, by reason of this assignment or the collection of sublease rentals, be deemed liable to the subtenant for the performance of any of Tenant's obligations under the sublease. Tenant hereby irrevocably authorizes and directs any subtenant, upon receipt of a written notice from Landlord stating that a default exists in the performance of Tenant's obligations under this Lease, to pay to Landlord all sums then and thereafter due under the sublease. Tenant agrees that the subtenant may rely on that notice without any duty of further inquiry and notwithstanding any notice or claim by Tenant to the contrary. Tenant shall have no right or claim against the subtenant or Landlord for any rentals so paid to Landlord.

13.k. In the event of the termination of this Lease, Landlord may, at its sole option, take over Tenant's entire interest in any sublease and, upon notice from Landlord, the subtenant shall attorn to Landlord. In no event, however, shall Landlord be liable for any previous act or omission by Tenant under the sublease or for the return of any advance rental payments or deposits under the sublease that have not been actually delivered to Landlord, nor shall Landlord be bound by any sublease modification executed without Landlord's consent or for any advance rental payment by the subtenant in excess of one month's rent. The general provisions of this Lease, including without limitation those pertaining to insurance and indemnification, shall be deemed incorporated by reference into the sublease despite the termination of this Lease.

13.l. Tenant agrees that Landlord may, at its sole option, authorize a subtenant of the Premises to cure a default by Tenant under this Lease. Should Landlord accept such cure, the subtenant shall have a right of reimbursement and offset from and against Tenant under the applicable sublease.

14. HOLD HARMLESS.

14.a. Tenant shall indemnify, defend and hold Landlord harmless against and from any and all claims arising from Tenant's use of the Premises, Building, common facilities or parking facilities for the conduct of its business or from any activity, work, or other thing done, permitted or suffered by Tenant in or about the Premises, Building, common facilities or parking facilities; and shall further indemnify, defend and hold Landlord harmless against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act, omission or negligence of Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all and against all costs, attorneys' fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon. If any case, action or proceeding is brought against Landlord by reason of any such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant as a material part of the consideration to Landlord hereby assumes all risk of damage to property or injury to persons, in or upon the Premises, Building, common facilities or parking facilities, from any cause other than Landlord's gross negligence, and Tenant hereby waives all claims in respect thereof against Landlord. Neither party shall be liable to the other for any unauthorized or criminal entry of third parties into the Premises, Building, parking facilities, common facilities and the approaches or entrances thereto, by or from any unauthorized or criminal acts of third parties, regardless of any breakdown, malfunction or insufficiency of security measures, practices or equipment of Landlord or Tenant.

14.b. Landlord or its agents shall not be liable for any damage to property entrusted to employees of the Building, nor for loss or damage to any property by theft or otherwise, nor for any injury to or damage to persons or property, or loss or interruption of business or income, resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building, or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the gross negligence of Landlord, its agents, servants or employees. Landlord or its agents shall not be liable to Tenant for interference with the light or other incorporeal hereditaments, loss of business by Tenant, nor shall Landlord be liable for any latent defect in the Premises or in the Building. Landlord or its agents shall not be liable to Tenant for any damages caused by the act or neglect of any third party and/or

other tenant in the Project or their agents, employees or invitees. Tenant shall give prompt notice to Landlord in case of fire or accidents in the Premises or in the Building or of defects therein or in the fixtures or equipment.

15. SUBROGATION. Landlord and Tenant each hereby waive any and all rights of recovery against the other, and (to the extent such parties have waived rights of recovery as to Landlord or Tenant, as the case may be) against any other tenant or occupant of the Building and the Project and against the officers, employees, agents, representatives, customers and business visitors of such other party and of such other tenant or occupant of the Building and the Project for loss of or damage to such waiving party or its property or the property of others under its control, arising from any cause insured against under any policy of property insurance required to be carried by such waiving party pursuant to the provisions of this Lease (or any other policy of insurance carried by such waiving party in lieu thereof) at the time of such loss or damage. The foregoing waiver shall be effective whether or not a waiving party shall actually obtain and maintain the insurance which such waiving party is required to obtain and maintain pursuant to this Lease (or any substitute therefore). Landlord and Tenant shall, upon obtaining the policies of insurance which they are required to maintain under this Lease, give notice to their respective insurance carrier(s) that the foregoing mutual waiver of subrogation is contained in this Lease.

16. LIABILITY INSURANCE.

16.a. At all times during the term hereof, Tenant shall maintain in effect policies of fire insurance covering (i) all leasehold improvements (including any Alterations as may be made by Tenant pursuant to provisions of Article 10 hereof) and in which Tenant may have an insurable interest, and (ii) trade fixtures, merchandise and other personal property from time to time in, on or upon the Premises, in an amount not less than one hundred percent (100%) of their actual replacement cost from time to time during the term of this Lease, providing protection against any peril included within the classification "All-Risk." The proceeds of such insurance shall be used for the repair or replacement of the property so insured. Upon termination of this Lease following a casualty as set forth herein, the proceeds under (i) shall be paid to Landlord and, the proceeds under (ii) above shall be paid to Tenant.

16.b. Tenant shall, at all times during the term hereof and at its own cost and expense, procure and continue in force comprehensive general liability insurance for bodily injury and property damage, adequate to protect Landlord against liability for injury to or death of any person, arising in connection with the use, operation or condition of the premises or construction of improvements therein. Such insurance at all times shall be in an amount of not less than a combined single limit of Two Million Dollars (\$2,000,000.00), insuring against any and all liability of the insured with respect to the Premises or arising out of the use or occupancy thereof.

16.c. Tenant shall, at all times during the term hereof and at its own cost and expense, procure and continue in force worker's compensation coverage as required by law together with employee's liability coverage.

16.d. If required by Landlord, Tenant shall, at all times during the term hereof and at its own cost and expense, procure and continue in force business interruption and/or loss of income insurance in amounts satisfactory to Landlord.

16.e. In no event shall the then limits of any policy be considered as limiting the liability of Tenant under this Lease.

16.f. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies, qualified to do business in the State of California, rated A X or better in the current Bests' Insurance Guide. Each policy shall name Landlord, its officers, agents, and employees, and at Landlord's request any mortgagee of Landlord, as additional insureds, as their respective interests may appear, and copies of all policies or certificates evidencing the existence and amounts of such insurance shall be delivered to Landlord by Tenant at least ten (10) days prior to Tenant's occupancy of the Premises. No such policy shall be cancelable or materially reduced except after thirty (30) days prior written notice to Landlord. Tenant shall furnish Landlord with renewals or "binders" of any such policy at least ten (10) days prior to the expiration thereof. Tenant agrees that if Tenant does not take out and maintain such insurance, Landlord may (but shall not be required to) procure said insurance on Tenant's behalf and charge Tenant the premium, plus a twenty-five percent (25%) handling charge, payable upon demand. Tenant shall have the right to provide such insurance coverage pursuant to blanket policies obtained by Tenant provided such blanket policies expressly afford coverage to the premises and to Tenant as required by this Lease.

16.g. If, in the opinion of Landlord or Landlord's lender, the amount or type of public liability and property damage insurance coverage, or any other amount or type of insurance, at that time is not adequate or not provided for herein, Tenant shall either acquire or increase the insurance coverage as required by either Landlord or Landlord's lender.

16.h. At all times during the term hereof, Landlord shall maintain in effect a policy or policies of Property Insurance covering the Building in an amount not less than that required by Landlord's lender, providing protection against any peril included within the classification "all risk"; excluding coverage for flood or earthquake (unless Landlord in its sole discretion elects to obtain endorsements for flood or earthquake).

17. SERVICES AND UTILITIES.

17.a. Provided that Tenant is not in default hereunder, Landlord agrees to furnish to the Premises during recognized business hours of generally recognized business days, and subject to the rules and regulations of the Building (attached hereto and incorporated herein), electricity for normal lighting and fractional horsepower office machines, janitorial service, and heat and air conditioning required in Landlord's judgment for the comfortable use and occupancy of the Premises. Landlord may take into consideration the availability of energy resources and prudent energy conservation practices, including participation in any energy conservation association or other arrangement for voluntary cutback, load shedding and the like. Tenant shall cooperate with any such conservation programs or practices. No failure to furnish any of such services or utilities shall entitle Tenant to any damages, relieve Tenant of the obligation to pay the full rent reserved herein, or constitute or be construed as a constructive or other eviction of Tenant, except that rent and other charges shall abate from and after the eleventh (11th) business day to the extent the Premises are rendered uninhabitable for a period exceeding ten (10) consecutive business days. Notwithstanding the foregoing, Landlord shall not be liable for, and Tenant shall not be entitled to, any reduction of rent by reason of Landlord's failure to furnish any of the foregoing when such failure is caused by accident, breakage, repairs, strikes, lockouts or other labor disturbances or labor disputes of any character, or by any other cause, similar or dissimilar, beyond the reasonable control of Landlord, or by the acts or omissions of Tenant, or any officer, agent, employee, guest, or invitee of Tenant. Landlord shall not be

liable under any circumstances for a loss of or injury to property, however occurring, through or in connection with or incidental to failure to furnish any of the foregoing. Wherever heat generating machines or equipment that are installed by Tenant in the Premises which affect the temperature otherwise maintained by the air conditioning system, Landlord reserves the right to install supplementary air conditioning units in the Premises and the cost thereof, including the cost of installation, and the cost of operation and maintenance thereof shall be paid by Tenant to Landlord upon demand by Landlord.

17.b. Tenant shall not, without written consent of Landlord, use any apparatus or device in the Premises, including, but not without limitation thereto, electronic data processing machines, punch card machines, and machines using in excess of 120 volts, which will in any way increase the amount of electricity usually furnished or supplied for the use of the Premises as general office space; nor connect with electric current except through existing electrical outlets in the Premises, any apparatus or device, for the purpose of using electric current. If Tenant shall require water or electric current in excess of that usually furnished or supplied for the use of the Premises as general office space, Tenant shall first procure the written consent of Landlord, which consent shall be within Landlord's sole discretion, to the use thereof and Landlord may cause a water meter or electrical current meter to be installed in the Premises, so as to measure the amount of water and electric current consumed for any such use. The cost of any such meters and of installation, maintenance and repair thereof shall be paid for by Tenant and Tenant agrees to pay to Landlord promptly upon demand therefore by Landlord for all such water and electric current consumed as shown by said meters, at the rates charged for such services by the local public utility furnishing the same, plus any additional expense incurred in keeping account of the water and electric current so consumed. If a separate meter is not installed, such excess cost for such water and electric current will be established by an estimate made by a utility company or electrical engineer.

17.c. Any special equipment, apparatus, or device requested by Tenant and approved by Landlord shall be the responsibility of Tenant, including, but not limited to, costs of repair, costs of operation, and costs of maintenance.

17.d. The costs of Building services shall be included in Operating Expenses and all charges with respect to utilities shall be included in Utilities Costs as defined above. Landlord may, but is not obligated to, provide additional services hereunder; provided, however, that if Landlord does provide such extra services, Tenant agrees to pay a reasonable administration fee for the provisions of such services.

18. PROPERTY TAXES.

18.a. Tenant shall be liable for and shall pay thirty (30) days before delinquency all taxes, levies and assessments levied against any personal property or trade fixtures placed by Tenant in or about the Premises, and, when possible, Tenant shall cause such personal property and trade fixtures to be assessed and billed separately from the Building and the Premises. If any such taxes, levies and assessments on Tenant's personal property or trade fixtures are levied against Landlord or Landlord's property or if the assessed value of the Building or the Project is increased by the inclusion therein of a value placed upon such personal property or trade fixtures of Tenant and if Landlord pays the taxes, levies and assessments based upon such increased assessment, which Landlord shall have the right to do regardless of the validity thereof, but only under proper protest if requested by Tenant, Tenant shall upon demand repay to Landlord, as Additional Rent, the taxes, levies and assessments so levied against Landlord, or the proportion of such taxes, levies and assessments resulting from such increase in the assessment, together with interest thereon from the date of payment by Landlord to the date of reimbursement by Tenant at the maximum rate permitted by law to be charged. Provided, however, that in any such event Tenant shall have the right, in the name of Landlord and with Landlord's full cooperation but without any cost to Landlord, to bring suit in any court of competent jurisdiction to recover the amount of any such taxes, levies and assessments so paid under protest, any amount so recovered to belong to Tenant.

18.b. If the tenant improvements in the Premises, whether installed and/or paid for by Landlord or Tenant and whether or not affixed to the real property so as to become a part thereof, are assessed for real property tax purposes at a valuation higher than the valuation at which tenant improvements conforming to Landlord's "building standard" in other space in the Building are assessed, then the real property taxes and assessments levied against Landlord or the Building or Project by reason of such excess assessed valuation shall be deemed to be taxes levied against personal property of Tenant and shall be governed by the provisions of Section 18.a above. If the records of the County Assessor are available and sufficiently detailed to serve as a basis for determining whether said tenant improvements are assessed at a higher valuation than Landlord's "building standard," such records shall be binding on both Landlord and Tenant; otherwise, the actual cost of construction shall be the basis for such determination.

19. **RULES AND REGULATIONS.** Tenant agrees to abide by all rules and regulations of the Building and the Project imposed by Landlord as set forth in Exhibit "D" attached hereto, as the same may be changed from time to time upon reasonable notice to Tenant. Any such change shall be effective upon delivery of a copy thereof to Tenant. These rules and regulations are imposed for the cleanliness, good appearance, proper maintenance, good order and reasonable use of the Premises, the Building and the Project, and as may be necessary for the enjoyment of the Building and the Project by all tenants and their clients, customers and employees. Landlord shall not be liable to Tenant for any violation of the rules and regulations or the breach of any covenant or condition in any lease or any other act or conduct by any other tenant, and the same shall not constitute a constructive eviction hereunder. One or more waivers by Landlord of any breach of the rules and regulations by Tenant or by any other tenant(s) shall not be a waiver of any subsequent breach of that rule or any other. Tenant's failure to keep and observe the rules and regulations shall constitute a default under this Lease.

20. **HOLDING OVER.** If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof, with the express written consent of Landlord, such occupancy shall be a tenancy from month to month at a rental in the amount of one hundred fifty percent (150%) of the last monthly rental, plus all other charges payable hereunder, and upon all the terms hereof applicable to a month to month tenancy. Any holding over without the express written consent obtained from Landlord by Tenant, shall not constitute a renewal or extension hereof or give Tenant any rights under this Lease. If Tenant shall hold over without the express written consent of Landlord, Landlord may, at its option treat Tenant as a tenant at sufferance only and subject to all of the terms and conditions herein contained, **except that the monthly rental shall be one hundred and fifty (150%) of the total monthly rental applicable at the date of expiration.** If Tenant fails to surrender the Premises upon the expiration of this Lease, Tenant shall indemnify, defend and hold Landlord harmless from all loss or liability, including without limitation, any claims made by any succeeding tenant founded on or resulting from such failure to surrender. Acceptance by Landlord of rent after such expiration or earlier termination shall not constitute a consent to a holdover hereunder or result in a renewal of this Lease.

21. ENTRY BY LANDLORD. Landlord reserves and shall at any and all times and upon reasonable notice to Tenant, except in the case of emergency when no notice shall be required, have the right to enter the Premises, inspect the same, supply janitorial service and any other service to be provided by Landlord to Tenant hereunder, to submit the Premises to prospective purchasers or tenants, to post notices of non-responsibility and to alter, improve or repair the Premises and any portion of the Building of which the Premises are a part that Landlord may deem necessary or desirable, without abatement of rent and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be blocked thereby, and further providing that the business of Tenant shall not be interfered with unreasonably. Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding Tenant's vaults, safes and files, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant except for any failure to exercise due care for Tenant's property. Any entry to the Premises obtained by Landlord by any of said means, or otherwise shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

22. RECONSTRUCTION.

22.a. In the event the Premises or the Building in which the Premises are located are damaged by any peril covered by Landlord's All-Risk insurance:

(i) In the event of total destruction of the Building, (a) at Landlord's option within ninety (90) days thereafter, Landlord shall commence reconstruction, repair and restoration of the Building and continue the same diligently to completion, in which event this Lease shall remain in full force and effect; or (b) within said ninety (90) day period, Landlord shall elect not to so reconstruct, repair or restore in which event this Lease shall automatically be terminated as of the date of such casualty. In either event, Landlord shall give Tenant written notice of its intention within said ninety (90) day period.

(ii) In the event of partial destruction of the Building, or of total or partial destruction of the Premises, Landlord shall be responsible for repairing such damage and restoring the Building or the Premises, except in the circumstances hereinafter provided. If the Premises or the Building are damaged and (a) the repair or restoration thereof, in Landlord's opinion, cannot be completed within one hundred eighty (180) days of commencement of repair or restoration; or (b) the estimated cost thereof exceeds the insurance proceeds available for repair or restoration plus any amount which Tenant is obligated or elects to pay for such repair or restoration; or (c) the estimated cost of repair or restoration of the Premises or Building exceeds fifty percent (50%) of the full replacement cost of the Building; or (d) the Building cannot be restored except in a substantially different structural or architectural form than existed before the damage and destruction, Landlord shall have the option to either terminate this Lease or to repair or restore the Premises of the Building. In the event that Landlord elects to terminate this Lease, Landlord shall give notice to Tenant within ninety (90) days after the occurrence of such damage, terminating this Lease as of the date specified in such notice, which date shall not be less than thirty (30) nor more than sixty (60) days after giving of such notice. In the event such notice is given, this Lease shall expire and all interest of Tenant in the Premises shall terminate on the date specified in the notice and rent shall be paid up to the date of termination. Landlord shall refund to Tenant the rent theretofore paid for any period of time subsequent to such date.

22.b. Upon any termination of this Lease under any of the provisions of this Section 22, the parties shall be released thereby, without further obligation to the other, from the date possession of the Premises is surrendered to Landlord, except for items which have theretofore accrued and are then unpaid.

22.c. Unless the damage or destruction is caused by the negligence of Tenant, or its employees or agents, or unless the Premises were unusable for a period of less than five (5) days, if the Premises are rendered totally or partially untenantable, Base Rent and Additional Rent shall abate during the period of reconstruction in the same proportion to the total rent as the portion of the Premises rendered untenantable bears to the entire Premises. In no event shall Tenant be entitled to any compensation or damages for loss of use of the whole or any part of the Premises or for any inconvenience occasioned by any such destruction, rebuilding or restoration of the Premises, the Building or access thereto. Tenant waives the provisions of California Civil Code Sections 1932(2) and 1933(4) and any present and future laws and case decisions to the same effect.

22.d. Notwithstanding any destruction or damage to the Premises or the Building, including the parking facilities and interior adjacent landscaped areas, Tenant shall not be released from any of its obligations under this Lease except to the extent and upon the conditions expressly stated in this Section 22. Notwithstanding anything to the contrary contained in this Section 22, should Landlord be delayed or prevented from repairing or restoring said damaged Premises for one (1) year after the occurrence of such damage or destruction by reason of acts of God, war, governmental restrictions, inability to procure the necessary labor or materials, or other cause beyond the control of Landlord, Landlord and Tenant shall each have the right to terminate this Lease, effective upon thirty (30) days prior written notice, so long as the damaged Premises shall still have not substantially been repaired or restored.

22.e. In the event of partial destruction of the Premises or the Building due to any cause other than a peril covered by Landlord's All-Risk insurance, if Tenant is not obligated to, or does not elect to, pay for repair and restoration of same, Landlord shall have the option: (1) to repair or restore same, this Lease continuing in full force and effect; or (2) give notice to Tenant at any time within sixty (60) days after such partial destruction terminating this Lease as of the date specified in such notice, which date shall be no less than thirty (30) and no more than sixty (60) days after the giving of such notice.

22.f. It is hereby acknowledged that if Landlord is obligated to, or elects to repair or restore as herein provided, Landlord shall be obligated to make repairs or restoration only of those portions of said Building and the Premises which were originally provided at Landlord's expense, and the repair and restoration of items not provided at Landlord's expense shall be the obligation of Tenant. Tenant understands that Landlord will not carry insurance of any kind on Tenant's furniture, furnishings, fixtures, equipment or other personal property, and that Landlord shall not be obligated to repair any damage thereto or replace the same.

22.g. Notwithstanding anything to the contrary contained in this Section 22, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered under this Section 22 occurs during the last twelve (12) months of the term of this Lease or any extension thereof.

23. TENANT DEFAULT. The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

23.a. Any failure by Tenant to pay the rent or to make any other payment required to be made by Tenant hereunder at the time specified for payment. Landlord shall give Tenant three (3) days' written notice of default, which notice shall be in lieu of, and not in addition to, any notice required under Section 1161 *et seq.* of the California Code of Civil Procedure, as amended.

23.b. The abandonment or vacation of the Premises by Tenant. Abandonment is herein defined to include, but is not limited to, any absence by Tenant from the Premises for **fourteen (14)** days or longer.

23.c. Any failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant, where such failure continues for **fourteen (14)** days (except where a different period of time is specified in this Lease) after written notice by Landlord to Tenant; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under Section 1161 *et seq.* of the California Code of Civil Procedure, as amended. If the nature of such default is such that the same cannot reasonably be cured within such **fourteen (14)** day period Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion.

23.d. Tenant or any affiliate, successor or guarantor of Tenant makes or has made or furnishes or has furnished any warranty, representation or statement to Landlord in connection with this Lease, any guaranty of this Lease, or any other agreement to which Tenant and Landlord are parties, which is or was false or misleading in any material respect when made or furnished.

23.e. Any substantial portion of the assets of Tenant is transferred, or any material obligation is incurred by Tenant, unless such transfer or obligation is incurred in the ordinary course of Tenant's business, or in good faith for fair equivalent consideration, or with Landlord's consent.

23.f. The assignment, sublease, encumbrance or other transfer of this Lease by Tenant, either voluntarily or by operation of law, whether by judgment, execution, transfer by intestacy or testacy, or other means, without the prior written consent of Landlord.

23.g. The making by Tenant of any general assignment for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within thirty (30) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days; or Tenant's convening of a meeting of its creditors or any class thereof for the purpose of effecting a moratorium upon or composition of its debts.

24. REMEDIES FOR DEFAULT.

24.a. In the event of any default by Tenant pursuant to Section 23 above, then in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such intention to terminate. In the event that Landlord shall elect to so terminate this Lease then Landlord may recover from Tenant:

- (i) The worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus
- (ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss which Tenant proves reasonably could have been avoided; plus
- (iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the term of this Lease after the time of award exceeds the amount of such rental loss that Tenant proves reasonably could be avoided; plus
- (iv) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including without limitation the unamortized balance of any tenant improvement allowance provided to Tenant by Landlord or of any tenant improvements constructed or paid for by Landlord at the commencement of the term hereof, which amount shall be deemed additional rent automatically due and payable hereunder upon the occurrence of an event of default by Tenant and shall be recoverable as rent in any unlawful detainer or other action arising out of or pertaining to such default, whether or not specified in any notice given by Landlord as a condition or prior to the commencement of any such action; and
- (v) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable California law.

24.b. As used in Sections 24.a(i) and 24.a(ii) above, the "worth at the time of award" is computed by allowing interest at the maximum rate per annum permitted by law to be charged. As used in Section 24.a(iii) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one (1) percent. Any sum, other than Base Rent, shall be computed on the basis of the average monthly amount accruing during the twenty-four (24) month period immediately prior to default, except that if it becomes necessary to compute such rent before the twenty-four (24) month period has occurred, then the computation shall be on the basis of the average monthly amount during the shorter period.

24.c. In the event of any such default by Tenant, Landlord shall also have the right, with or without terminating this Lease, to re-enter the Premises and remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant.

24.d. In the event of the vacation or abandonment of the Premises by Tenant or in the event that Landlord shall elect to re-enter as provided above or shall take possession of the Premises pursuant to legal proceedings or pursuant to any notice provided by law, then if Landlord does not elect to terminate this Lease as provided in this Section 24, Landlord may from time to time, without terminating this Lease, either recover all rental as it becomes due or relet the Premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, with the right to make alterations and repairs to the Premises. Election by Landlord to proceed pursuant to this Section 24.d shall be made upon written notice to Tenant and shall be deemed an election of the remedy described in California Civil Code Section 1951.4 and, unless Landlord relets the Premises, Tenant shall have the right to sublet or assign subject to the prior written consent of Landlord. Such consent shall not be unreasonably withheld and shall be subject to all of the terms and provisions of Section 13.

24.e. In the event that Landlord shall elect to so relet, then rentals received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any cost of such reletting; third, to the payment of the cost of any alterations and repairs to the Premises; fourth, to the payment of rent due and unpaid hereunder; and the residue if any, shall be held by Landlord and applied in payment of future amounts as the same may become due and payable hereunder. Should the rent for such reletting, during any month for which the payment of rent is required hereunder, be less than the rent payable during that month by Tenant hereunder, then Tenant shall pay such deficiency to Landlord immediately upon demand therefore by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord as soon as ascertained, any costs and expenses incurred by Landlord in such reletting or in making such alterations and repairs not covered by the rentals received from such reletting.

24.f. No re-entry or taking possession of the Premises by Landlord pursuant to this Section 24 shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination by Landlord because of any default by Tenant, Landlord may at any time after such reletting elect to terminate this Lease for any such default.

24.g. In any action for unlawful detainer commenced by Landlord against Tenant by reason of any default hereunder, the reasonable rental value of the Premises for the period of the unlawful detainer shall be the amount of rent reserved in this Lease for such period. The rights and remedies reserved to Landlord herein, including those not specifically described, shall be cumulative and, except as otherwise provided by California statutory law in effect at the time, Landlord may pursue any or all of such rights and remedies, at the same time or otherwise.

24.h. Tenant hereby waives any right of redemption or relief from forfeiture under California Code of Civil Procedure Sections 473, 1174 or 1179, Civil Code Section 3275 or under any other present or future law, in the event this Lease is terminated by reason of any default by Tenant.

24.i. All covenants and agreements to be performed by Tenant under this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any abatement of rent. If Tenant fails to pay any sum of money, other than rent, required to be paid by it or fails to perform any other act on its part to be performed, and such failure continues beyond any applicable grace period set forth in the Section providing for such obligation (or if no grace period is set forth in such Section, then the applicable grace period pursuant to Section 23) (or in the case of an emergency, no grace period shall be provided), then in addition to any other remedies provided herein Landlord may, but shall not be obligated so to do, without waiving or releasing Tenant from any obligations of Tenant, make any such payment or perform any such other act on Tenant's part, including the removal of any offending signs. Landlord's election to make any such payment or perform any such act on Tenant's part shall not give rise to any responsibility of Landlord to continue making the same or similar payments or performing the same or similar acts. Tenant shall, within ten (10) days after written demand therefore by Landlord, reimburse Landlord for all sums so paid by Landlord and all necessary incidental costs, together with interest thereon at the maximum rate per annum permitted by law to be charged, accruing from the date of such payment by Landlord; and Landlord shall have the same rights and remedies in the event of failure by Tenant to pay such amounts as Landlord would have in the event of a default by Tenant in payment of rent.

25. LANDLORD DEFAULT; LANDLORD'S LIABILITY.

25.a. Landlord shall not be deemed to be in default in the performance of any obligation under this Lease unless and until it has failed to perform the obligation within thirty (30) days after written notice by Tenant to Landlord specifying in reasonable detail the nature and extent of the failure; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed to be in default if it commences performance within the thirty (30) day period and thereafter diligently pursues the cure to completion. Tenant hereby waives any right to terminate or rescind this Lease as a result of any default by Landlord hereunder or any breach by Landlord of any promise or inducement relating hereto, and Tenant agrees that its remedies shall be limited to a suit for actual damages and/or injunction and shall in no event include any consequential damages, lost profits or opportunity costs.

25.b. The liability of Landlord under this Lease shall be limited to Landlord's estate in the Premises and the Building. Notwithstanding anything to the contrary set forth herein, Tenant agrees to look solely to Landlord's interest in the Premises and the Building for the satisfaction of any liability, duty or obligation of Landlord with respect to this Lease or the relationship of Landlord and Tenant hereunder, and no other assets of Landlord shall be subject to any liability therefore. In no event shall Tenant seek and Tenant does hereby waive any recourse against the individual partners, members, directors, officers or shareholders of Landlord or any of their personal assets for such satisfaction.

26. EMINENT DOMAIN. If the whole of the Premises shall be taken, or such part thereof shall be taken as shall substantially interfere with Tenant's use and occupancy of the balance thereof, under power of eminent domain, or sold, transferred, or conveyed in lieu thereof, either Tenant or Landlord may terminate this Lease as of the date of such condemnation or as of the date possession is taken by the condemning authority, whichever date occurs later. If any part of the Building other than the Premises, including parking facilities and interior and adjacent landscaped areas, shall be so taken, sold, transferred or conveyed in lieu thereof, Landlord shall have the right, at its option, to terminate this Lease as of the date of such condemnation or as of the date possession is taken by the condemning authority. No award for any partial or entire taking shall be apportioned, and Tenant hereby assigns to Landlord any award which may be made in such taking or condemnation, together with any and all rights of Tenant now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in

or require Tenant to assign to Landlord any award made to Tenant for the taking of personal property and fixtures belonging to Tenant and removable by Tenant at the expiration of the term hereof, as provided hereunder, or for the interruption of, or damage to Tenant's business or for relocation expenses recovered against the condemning authority. In the event of a partial taking, or a sale, transfer, or conveyance in lieu thereof, which does not result in a termination of this Lease, Landlord shall, to the extent of any funds received from the condemning authority for repair or restoration, restore the Premises substantially to their condition prior to such partial taking and thereafter, rent shall be abated in the proportion which the square footage of the part of the Premises so made unusable bears to the amount of area rented immediately prior to the taking. No temporary taking of a part of the Premises or of the Building, including parking facilities and interior and adjacent landscaped areas, shall give Tenant any right to terminate this Lease or to any abatement of rent hereunder. Tenant waives the provisions of California Code of Civil Procedure Section 1265.130 and any present and future laws and case decisions to the same effect.

27. HAZARDOUS MATERIALS.

27.a. Without limiting the generality of Sections 8 and 9 of this Lease, Tenant covenants and agrees that Tenant, its employees, agents and other third parties entering upon the Project at the request or invitation of Tenant shall not bring into, maintain upon, generate, produce, use, store, dispose of or release or discharge in or about the Project any hazardous or toxic substances or hazardous waste, as more fully defined below (collectively, "hazardous materials"). The foregoing covenant shall not extend to substances typically found or used in applications of the type permitted by this Lease so long as (i) such substances are maintained only in such quantities as are reasonably necessary for Tenant's operations in the Premises, (ii) such substances and all equipment which generates such substances are used strictly in accordance with the manufacturers' instructions therefore, (iii) such substances are not disposed of in or about the Project in a manner which would constitute a release or discharge thereof, and (iv) all such substances and all equipment which generates such substances are removed from the Project by Tenant upon the expiration or earlier termination of this Lease. Any introduction, use, storage, generation, maintenance, production, disposal, release or discharge by Tenant of hazardous materials in or about the Project as is permitted pursuant to this Section 27 shall be carried out in compliance with all applicable federal, state and local laws, ordinances, rules and regulations. Moreover, no hazardous waste resulting from any operations by Tenant shall be stored or maintained by Tenant in or about the Project for more than thirty (30) days prior to removal by Tenant. In no event shall Tenant install any chemical storage tank in or about the Project. Tenant shall, annually within thirty (30) days after Tenant's receipt of Landlord's written request therefore, provide to Landlord a written list identifying any hazardous materials then maintained by Tenant in the Project, the use of each such hazardous material and the approximate quantity of each such hazardous material so maintained by Tenant, together with written certification by Tenant stating, in substance, that neither Tenant nor any person for whom Tenant is responsible has released or discharged any hazardous materials in or about the Project.

27.b. In the event that Tenant proposes to conduct any use or to operate or store any equipment which will or may utilize or generate a hazardous material other than as specified in Section 27.a above, Tenant shall first in writing submit such use, storage or equipment to Landlord for approval. No approval by Landlord shall relieve Tenant of any obligation of Tenant pursuant to this Section 27, including the removal, clean-up and indemnification obligations imposed upon Tenant by this Section 27. Tenant shall, within five (5) days after receipt thereof, furnish to Landlord copies of all notices or other communications received by Tenant with respect to any actual or alleged release or discharge of any hazardous material in or about the Premises, the Building or the Project and shall, whether or not Tenant receives any such notice or communication, notify Landlord in writing of any discharge or release of hazardous material by Tenant or anyone for whom Tenant is responsible in or about the Premises, the Building or the Project.

27.c. Upon any violation of the foregoing covenants, Tenant shall be obligated, at Tenant's sole cost, to clean-up and remove from the Project all hazardous materials introduced into the Project by Tenant or any third party for whom Tenant is responsible. Such clean-up and removal shall include all testing and investigation required by any governmental authorities having jurisdiction and preparation and implementation of any remedial action plan required by any governmental authorities having jurisdiction. All such clean-up and removal activities of Tenant shall, in each instance, be conducted to the satisfaction of Landlord and all governmental authorities having jurisdiction. Landlord's right of entry pursuant to Section 21 shall include the right to enter and inspect the Premises for violations of Tenant's covenants herein.

27.d. Tenant shall indemnify, defend (with counsel selected by Landlord) and hold harmless Landlord, its partners and their successors, assigns, partners, directors, officers, employees, agents, lenders and attorneys from and against any and all claims, liabilities, losses, actions, costs and expenses (including attorneys' fees and costs of defense) incurred by such indemnified persons, or any of them, as the result of (i) the introduction into or about the Project by Tenant or anyone for whom Tenant is responsible of any hazardous materials, (ii) the usage, storage, maintenance, generation, production, disposal, release or discharge by Tenant or anyone for whom Tenant is responsible of hazardous materials in or about the Project, (iii) the discharge or release in or about the Project by Tenant or anyone for whom Tenant is responsible of any hazardous materials, (iv) any injury to or death of persons or damage to or destruction of property resulting from the use, introduction, maintenance, production, storage, generation, disposal, disposition, release or discharge by Tenant or anyone for whom Tenant is responsible of hazardous materials in or about the Project, and (v) any failure of Tenant or anyone for whom Tenant is responsible to observe the foregoing covenants of this Section 27. Payment shall not be a condition precedent to enforcement of the foregoing indemnification provision. If any claim for indemnification is made by Landlord hereunder, or if Tenant is required hereunder to perform any remedial activity pursuant to this Section 27, Landlord agrees to grant to Tenant such access to portions of the Project as is reasonably necessary for the purpose of effecting a remediation of the occurrence giving rise to such claim for indemnification or duty of remediation.

27.e. In the event that Tenant is required by any governmental authority to maintain any hazardous materials license or permit in connection with any use conducted by Tenant or any equipment operated by Tenant in, on or about the Premises, copies of such license or permit, each renewal or revocation thereof, and any communication relating to suspension, renewal or revocation thereof shall be furnished to Landlord within five (5) days after receipt thereof by Tenant. Tenant shall also, from time to time upon request by Landlord, execute such affidavits concerning Tenant's best knowledge and belief regarding the presence of hazardous materials in the Premises. Compliance by Tenant with the provisions of this Section 27.e and Section 27.b above shall not relieve Tenant of any other obligation of Tenant pursuant to this Section 27.

27.f. Upon any violation of the foregoing covenants Landlord shall be entitled to exercise all remedies available to a landlord against a defaulting tenant, including, but not limited to, these set forth in Section 24. Without limiting the generality of the foregoing, Tenant expressly agrees that upon any such violation Landlord may, at its option, (i) immediately terminate this Lease, or (ii) continue this Lease in effect until compliance by Tenant with its clean-up and removal covenant notwithstanding any earlier expiration date of the term of this Lease. No action by Landlord hereunder shall impair the obligations of Tenant pursuant to this Section 27.

27.g. As used in this Section 27, the term "hazardous materials" shall mean any hazardous materials, hazardous wastes or hazardous or toxic substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 *et seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 *et seq.*), the Toxic Substances Control Act, as amended (15 U.S.C. § 2601 *et seq.*) and California Health and Safety Code Section 25316, including such hazardous or toxic substances or wastes as are identified, defined or listed elsewhere where such identifications, definitions or lists are incorporated into such acts or section by reference, as well as all products containing such hazardous substances or wastes. By its signature to this Lease, Tenant confirms that it has conducted its own examination of the Premises and the Project with respect to hazardous materials and accepts the same "AS IS" and with no hazardous materials present thereon.

28. OFFSET STATEMENT. Tenant shall at any time and from time to time upon not less ten (10) days' prior written notice from Landlord execute, acknowledge and deliver to Landlord a statement in writing, (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified, is in full force and effect), and the date to which the rental and other charges are paid in advance, if any, (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults by Landlord under this Lease, or specifying each default if any are claimed, and (c) setting forth all further information that Landlord may reasonably require. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part. In the event Tenant does not provide Landlord with an offset statement as required in this Section 28 within the ten (10) day period mentioned therein, Tenant shall be deemed to have acknowledged all of the matters set forth herein.

29. TRAFFIC AND ENERGY MANAGEMENT.

29.a. Tenant agrees to cooperate and use its reasonable efforts to participate in governmentally mandated and voluntary traffic management programs generally applicable to businesses located in, Costa Mesa, California or to the Project and, initially, shall encourage and support van and car pooling by office workers and service employees and shall use reasonable efforts to encourage and support staggered and flexible working hours for employees to the extent permitted by the requirements of Tenant's business. Neither this Section 29 nor any other provision in this Lease, however, is intended to or shall create any rights or benefits in any other person, firm, company, governmental entity or the public.

29.b. Tenant agrees to cooperate and use its reasonable efforts to comply with any and all guidelines or controls imposed upon either Landlord or Tenant by federal or state governmental organizations or by any energy conservation association to which Landlord is a party concerning energy management.

29.c. All costs, fees and assessments and other charges paid by Landlord to any governmental authority or voluntary association in connection with any program of the types described in this Section 29, and all costs and fees paid by Landlord to any governmental authority, voluntary association or third party pursuant to or to implement any such program, shall be included in Direct Expenses for the purpose of Section 6, whether or not specifically listed in such Section.

30. SUBSTITUTE PREMISES. Intentionally omitted.

31. COMMON FACILITIES; PARKING.

31.a. Tenant shall have the non-exclusive right, in common with Landlord and other tenants and occupants of the Project and their employees, agents and business visitors, to the use of all common facilities which constitute a part of the Project, subject to such reasonable rules and regulations relating to such use as Landlord may from time to time establish. Common facilities located within the Building include any building lobby, elevators, restrooms, stairways and stairwells, elevator lobbies and common entrances, corridors, passageways and serviceways which are not located within the premises of Tenant or another tenant of the Building. Common facilities located outside of the Building include landscaping, hardscaping and any fountains adjacent to the Building, any parking structure serving the Building (the "Parking Structure"), all sidewalks, driveways, vehicle and pedestrian entrances and accessways, loading docks, truck tunnels, truck parking and truck turn-around areas, vehicle and pedestrian ramps serving the Project, and any pedestrian walkway connecting the Building and the Parking Structure. The common facilities located outside of the Building but included within the definition of the Project are those areas which are depicted on Exhibit "B" attached hereto. Landlord may make changes at any time and from time to time to the common facilities, and no such change shall entitle Tenant to any abatement of rent. Landlord shall at all times have the sole and exclusive control of the common facilities. To the extent that any common facilities located outside of the Building are maintained jointly or for the common benefit of Landlord and the owners of adjacent structures, (i) Tenant's non-exclusive right of use of such common facilities shall be in common with Landlord, other tenants and occupants of and visitors to the Project and the owners, tenants, occupants of and visitors to such other structures, and (ii) Direct Expenses for purposes of Section 7 shall include only that portion of the Direct Expenses of such common facilities as are allocated to the Project from time to time by agreement among Landlord and the owners of such other structures.

31.b. Tenant shall keep all common facilities free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operations. Nothing herein shall affect the right of Landlord at any time to remove any persons not authorized to use the common facilities or to prevent the use of such facilities by unauthorized persons. Landlord reserves the right, from time to time, to (i) make alterations in or additions to the common facilities, including without limitation, constructing new structures or changing the location, size, shape and/or number of the driveways, entrances, parking spaces, parking areas, loading and unloading areas, landscape areas and walkways, (ii) close temporarily any of the common facilities of the Project for maintenance or other purposes as long as reasonable access to the Premises remains available, (iii) designate property to be included in or eliminate property from the common facilities of the Project, and (iv) use the common facilities of the Project while engaged in making alterations in or additions or repairs to the Project.

31.c. Tenant shall have such parking rights in and to parking spaces, if any, as are set forth in the Agreement for Parking attached hereto as Exhibit "C." All agreements by Tenant and Tenant's employees for monthly usage of spaces in any parking structure shall, if so requested by Landlord, be made directly with the operator of the parking structure.

32. AUTHORITY OF PARTIES. Each individual executing this Lease on behalf of Landlord and Tenant represents and warrants that the execution and delivery of this Lease on behalf of the party for whom such person is executing is duly authorized, that he or she is authorized to execute and deliver this Lease and that this Lease is binding upon such party in accordance with its terms. If Tenant is a corporation, Tenant shall, within ten (10) days after execution of this Lease, deliver to Landlord a certified copy of a resolution of the Board of Directors of Tenant or any executive committee

thereof authorizing or ratifying the execution of this Lease. For all other types of entities, Tenant shall, at Landlord's request, deliver a certified copy of its organizational documents or an appropriate certificate authorizing or evidencing the execution of this Lease. Failure of Tenant to provide such resolution or such authorization or evidence shall not, however, relieve Tenant of its obligations pursuant to this Lease.

33. GENERAL PROVISIONS.

33.a. **Plats and Riders.** Clauses, plats, and riders, if any, signed by Landlord and Tenant and endorsed on or affixed to this Lease are a part hereof.

33.b. **Waiver.** No waiver by Landlord of any provision of this Lease or of any breach by Tenant hereunder shall be deemed to be a waiver of any other provision hereof, or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act of Tenant. No act or thing done by Landlord or Landlord's agents during the term of this Lease shall be deemed an acceptance of a surrender of the Premises, unless done in writing signed by Landlord. Tenant's delivery of keys to any employee or agent of Landlord shall not operate as a termination of this Lease or a surrender of the Premises unless done pursuant to a written agreement to such effect executed by Landlord. The acceptance of any rent by Landlord following a breach of this Lease by Tenant shall not constitute a waiver by Landlord of such breach (other than the failure to pay the particular rent so accepted) or any other breach unless such waiver is expressly stated in writing signed by Landlord. The acceptance of any payment from a debtor in possession, a trustee, a receiver or any other person acting on behalf of Tenant or Tenant's estate shall not waive or cure a default under Section 23.g or waive the provisions of Section 13.

33.c. **Notices.** All notices and demands which may or are to be required or permitted to be given by either party to the other hereunder shall be in writing. All notices and demands by Landlord to Tenant shall be personally served on Tenant at the Premises or shall be sent by United States certified mail, return receipt requested, postage prepaid, addressed to Tenant at the Premises, or to such other places as Tenant may from time to time designate in a notice to Landlord. All notices and demands by Tenant to Landlord shall be personally served on Landlord at the office of the Building or shall be sent by United States certified mail, return receipt requested, postage prepaid, addressed to Landlord at the Office of the Building, or to such other person or place as Landlord may from time to time designate in a notice to Tenant. All notices shall be deemed effective upon receipt. If personally delivered, notices shall be deemed received at the time of delivery. If any notice is sent by mail, the same shall be deemed delivered and received on the date of receipt, refusal or non-delivery indicated on the return receipt. Any notice provided for herein may also be sent by any reputable overnight courier so long as written confirmation of delivery of such notice is obtained by the sender.

33.d. **Joint Obligation.** If there be more than one Tenant, the obligations hereunder imposed upon Tenant shall be joint and several and the act of or notice from, or notice or refund to, or the signature of, any one or more of them shall be binding on all of them with respect to the tenancy of this Lease, including, but not limited to, any renewal, extension, termination or modification of this Lease.

33.e. **Marginal Headings; Gender and Number.** The marginal headings and Section titles to the Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof. Whenever the context of this Lease requires, the words "Landlord" and "Tenant" shall include the plural as well as the singular, and words used in neuter, masculine or feminine genders shall include the others.

33.f. **Time.** Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

33.g. **Successors and Assigns.** The covenants and conditions herein contained, subject to the provisions as to assignment in Section 13, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto. Nothing contained in this Section 33.g is intended, or shall be construed, to grant to any person other than Landlord and Tenant and their successors and assigns any rights or remedies under this Lease.

33.h. **Late Charges.**

(i) Tenant hereby acknowledges that late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or other sum due from Tenant shall not be received by Landlord or Landlord's designee within five (5) days after said amount is due, then Tenant shall pay to Landlord a late charge equal to ten percent (10%) of such overdue amount. In addition, any amount not paid when due shall bear interest at the maximum rate allowed by law from the due date until paid. The parties hereby agree that such late charges and interest represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges and interest by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. In the event that any check or other payment device for rent, or any other charge hereunder, is returned due to insufficient funds or any other reason, Landlord may require all further payments to be made by money order, cashier's check or in cash. In addition, the rent will be deemed late and the above mentioned provision shall apply. Tenant shall also pay Landlord an insufficient funds fee equal to what Landlord charges at that given time.

(ii) Following each second consecutive installment of Base Rent that is not paid within five (5) days after said amount is due, Landlord shall have the option (a) to require that beginning with the first payment of Base Rent next due, Base Rent shall no longer be paid in monthly installments but shall be payable quarterly three (3) months in advance and/or (b) to require that Tenant increase the amount, if any, of the Security Deposit by one hundred percent (100%).

33.i. **Prior Agreements.** This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

33.j. **Inability to Perform.** This Lease and the obligations of Tenant hereunder shall not be affected or impaired because Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such liability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of Landlord.

33.k. **Attorneys' Fees.** In the event of any action or proceeding brought by either party against the other under this Lease, the prevailing party shall be entitled to recover all costs and expenses including the fees of its attorneys in such action or proceeding in such amount as the court may adjudge reasonable as attorneys' fees. If Landlord is involuntarily made a party defendant to any litigation concerning this Lease or the Premises by reason of any act or omission of Tenant, then Tenant shall hold Landlord harmless from all costs, liabilities, damages and expenses by reason thereof, including attorneys' fees and all costs incurred by Landlord in such litigation.

33.l. **Transfer of Landlord's Interest.** In the event of any transfer of Landlord's interest in the Premises, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such transfer; and the transferee, of such transfer or any subsequent transfer of the Premises, shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such transferee, to have assumed and agreed to carry out any and all of the covenants and obligations of Landlord under this Lease. It is intended that the covenants and obligations contained in this Lease on the part of Landlord shall, subject to the foregoing, be binding on Landlord, its successors and assigns, only during and in respect to their respective successive periods of ownership.

33.m. **Subordination, Attornment.** Without the necessity of any additional documents being executed by Tenant for the purpose of effecting a subordination and at the election of Landlord or any mortgages with a lien on the Building or ground lessor with respect to Building, this Lease is subject and subordinate to any and all ground or underlying leases, mortgages or deeds of trust which have been previously executed or may hereafter be executed and covering the Premises, the Building and the real property of which it is a part, or any renewals, modifications, consolidations, replacements or extensions thereof, for the full amount of all advances made or to be made thereunder and without regard to the time or character of such advances, together with interest thereon and subject to all the terms and provisions thereof. Notwithstanding, Tenant agrees, within ten (10) days after Landlord's written request therefore, to (a) execute, acknowledge and deliver any and all documents or instruments requested by Landlord, or that are necessary or proper to assure the subordination of this Lease to any such mortgages, deeds of trust, or leasehold estates, and (b) supply such financial information concerning Tenant as may be requested by any ground lessor or lender. Notwithstanding such subordination, Tenant's quiet enjoyment of the Premises will not be disturbed so long as Tenant pays rent and observes and performs all of the provisions of this Lease to be observed and performed by Tenant. Notwithstanding anything to the contrary set forth in this Section 33.m, Tenant hereby attorns and agrees to attorn to (at the option of) any person, firm, or corporation purchasing or otherwise acquiring the building and the real property of which it is a part, at any sale or other proceeding or pursuant to the exercise of any other rights, powers, or remedies under such mortgages, or deeds of trust, or ground or underlying leases, as if such person, firm or corporation had been named as Landlord herein, provided that such person, firm, or corporation shall accept the Premises subject to this Lease. Tenant hereby appoints Landlord the attorney-in-fact of Tenant, irrevocably, to execute and deliver any documents provided for herein for and in the name of Tenant; such power, being coupled with an interest, being irrevocable. The provisions of this Section 33.m to the contrary notwithstanding, and so long as Tenant is not in default hereunder, this Lease shall remain in full force and effect for the full term hereof.

33.n. **Name.** Tenant shall not use the name of the Building or of the Project for any purpose other than as an address of the business to be conducted by Tenant in the Premises.

33.o. **Separability.** If any term or provision of this Lease, the deletion of which would not adversely affect the receipt of any material benefit by either party or the deletion of which is consented to by the party adversely affected, shall prove to be invalid, void or illegal, the remainder of this Lease shall not be affected and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

33.p. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

33.q. **Choice of Law/Venue.** This Lease shall be governed by and interpreted in accordance with the laws of the State of California. Should any litigation be commenced between the parties in connection with this Lease, such action shall be prosecuted in the applicable State Court of California in the county in which the Building is located.

33.r. **Signs and Auctions.** Tenant shall not place any sign upon the Premises or Building or conduct any auction thereon without Landlord's prior written consent.

33.s. **Negotiated Transaction.** This Lease has been negotiated at arm's length. Accordingly, the provisions of this Lease shall be deemed to have been drafted by all of the parties and any rule of law that would require interpretation of this Lease against the party that has drafted it is not applicable and is waived.

33.t. **Non-Disclosure of Lease Terms.** Landlord and Tenant agree that the terms of this Lease are confidential and constitute proprietary information of the parties hereto. Disclosure of the terms hereof could adversely affect the ability of Landlord to negotiate with other tenants. Each of the parties hereto agrees that such party, and its respective partners, officers, directors, employees, agents, real estate brokers and sales persons and attorneys, shall not disclose the terms and conditions of this Lease to any other person without the prior written consent of the other party hereto except pursuant to an order of a court of competent jurisdiction. Provided, however, that Landlord may disclose the terms hereof to any lender now or hereafter having a lien on Landlord's interest in the Project or any portion thereof, and either party may disclose the terms hereof to its respective independent accountants who review its respective financial statements or prepare its respective tax returns to any prospective transferee of all or any portions of their respective interests hereunder (including a prospective sublessee or assignee of Tenant), to any lender or prospective lender to such party, to any governmental entity, agency or person to whom disclosure is required by applicable law, regulation or duty of diligent inquiry and in connection with any action brought to enforce the terms of this Lease, on account of the breach or alleged breach hereof or to seek a judicial determination of the rights or obligations of the parties hereunder.

33.u. **Quitclaim of Interest.** At the expiration or earlier termination of this Lease, Tenant shall execute, acknowledge and deliver to Landlord, within five (5) days after written demand from Landlord to Tenant, any quitclaim deed or other document which may be reasonably requested

by any reputable title insurance company to remove this Lease as a matter affecting title to the Premises on a preliminary title report or title policy issued with respect to the Project.

33.v. **Waiver of Jury Trial.** LANDLORD AND TENANT EACH ACKNOWLEDGE THAT IT HAS HAD THE ADVICE OF COUNSEL OF ITS CHOICE WITH RESPECT TO ITS RIGHTS TO TRIAL BY JURY UNDER THE CONSTITUTIONS OF THE UNITED STATES AND THE STATE OF CALIFORNIA. EACH PARTY EXPRESSLY AND KNOWINGLY WAIVES AND RELEASES ALL SUCH RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM FOR INJURY OR DAMAGE.

33.w. **Survival of Indemnities.** The obligations of the indemnifying party under each and every indemnification and hold harmless provision in this Lease shall survive the expiration or earlier termination of this Lease to and until the last to occur of (i) the last date permitted by law for the bringing of any claim or action with respect to which indemnification may be claimed by the indemnified party against the indemnifying party under such provisions, or (ii) the date on which any claim or action for which indemnification may be claimed under such provision is fully and finally resolved and, if applicable, any compromise thereof or judgment or award thereon is paid in full by the indemnifying party and the indemnified party is reimbursed by the indemnifying party for any amounts paid by the indemnified party in compromise thereof or upon a judgment or award thereon and in defense of such action or claim, including reasonable attorneys' fees incurred.

33.x. **No Representation By Landlord.** In no event shall the review, approval, inspection or examination by Landlord of any item to be reviewed, approved, inspected or examined by Landlord under the terms of this Lease be deemed to be an approval of, or representation or warranty as to, the adequacy, accuracy, sufficiency or soundness of any such item or the quality or suitability of such item for its intended use. Any such review, approval, inspection or examination by Landlord shall be for the sole purpose of protecting Landlord's interests in the Building and the Project under this Lease, and no third parties shall have any rights pursuant thereto.

33.y. **Quiet Enjoyment.** Upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, and subject to the other provisions of this Lease, Tenant shall have the right of quiet enjoyment and use of the Premises for the Term without hindrance or interruption by Landlord or any other person claiming by or through Landlord.

33.z. **Rentable/Usable Area.** The Rentable and Usable Area of the Premises has been determined based generally on the standards and methods for measuring rentable floor area in office buildings as promulgated from time to time by using BOMA and Landlord's guidelines. Tenant agrees that, absent manifest error, the Rentable Area shall be binding on Landlord and Tenant for purposes of this Lease.

33.aa. **Changes Requested by Lender.** If, in connection with obtaining financing for the Building, the lender shall request reasonable modifications in this Lease as a condition to the financing, Tenant will not unreasonably withhold or delay its consent, provided that the modifications do not materially increase the obligations of Tenant or materially and adversely affect the leasehold interest created by this Lease.

33.bb. **SDN List.** Tenant hereby represents and warrants that neither Tenant nor any officer, director, employee, partner, member or other principal of Tenant (collectively, "Tenant Parties") is listed as a Specially Designated National and Blocked Person ("SDN") on the list of such persons and entities issued by the U.S. Treasury Office of Foreign Assets Control (OFAC). In the event Tenant or any Tenant Party is or becomes listed as an SDN, Tenant shall be deemed in breach of this Lease and Landlord shall have the right to terminate this Lease immediately upon written notice to Tenant.

33.cc. **Construction-Related Accessibility Standard.** Pursuant to Section 1938 of the California Civil Code, Landlord hereby discloses to Tenant and Tenant acknowledges that the Common Facilities located outside of the Building have not been inspected by a Certified Access Specialist (CASp). Common Facilities located outside of the Building do not meet all applicable Construction-Related Accessibility Standards. Landlord hereby discloses to Tenant and Tenant acknowledges that the remainder of the Project including, without limitation, the Premises and all Common Facilities located within the Building have not been inspected by a CASp. As used herein, "Construction-Related Accessibility Standard" shall have the meaning given such term in California Civil Code Section 55.52(a)(6) and "Certified Access Specialist" shall have the meaning given such term in California Civil Code Section 55.52(a)(3). Pursuant to Section 1938 of the California Civil Code, Landlord hereby provides the following notification to Tenant: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction related accessibility standards within the premises." If Tenant requests to perform a CASp inspection of the Premises, Tenant shall, at its sole cost, retain a CASp approved by Landlord (provided that Landlord may designate the CASp, at Landlord's option) to perform the inspection of the Premises at a time agreed upon by the parties. Tenant shall provide Landlord with a copy of any report or certificate issued by the CASp (the "CASp Report") and Tenant shall, at its sole cost, promptly complete any modifications necessary to correct violations of construction related accessibility standards identified in the CASp Report, notwithstanding anything to the contrary in this Lease. Tenant agrees to keep the information in the CASp Report confidential except as necessary for the Tenant to complete such modifications.

33.dd. **Counterparts; Electronic Execution and Delivery.** This Lease may be executed electronically and in any number of counterparts, each of which constitutes an original and all of which, when taken together, shall constitute one and the same agreement. Further, electronic copies of the executed copies of this Lease may be delivered to the parties by facsimile transmission or email (including as an attachment in .PDF format) and, upon receipt, shall constitute originals and binding upon the parties hereto.

34. **BROKERS.** Tenant warrants that it has had no dealings with any real estate broker or agents in connection with the negotiation of this Lease excepting only Arnel Commercial Properties and Lee & Associates and it knows of no other real estate broker or agent who is entitled to a commission in connection with his Lease, and agrees to indemnify and hold Landlord harmless from any cost, expense or liability (including reasonable attorneys' fees) for any compensation, commissions or charges claimed by any other real estate broker or agent employed or claiming to represent or to have been employed by Tenant in connection with the negotiation of this Lease. The foregoing agreement shall survive the termination of this Lease.

The parties hereto have executed this Lease at the place and on the dates specified immediately adjacent to their respective signatures.

If this Lease has been filled in, it has been prepared for submission to your attorney for his approval prior to your execution thereof. No representation or recommendation is made by the real estate broker or its agents or employees as to the legal sufficiency, legal effect, or tax consequences of the transactions relating thereon.

"LANDLORD"

A&R Parcel Three, a California Limited Partnership
By Arnel Commercial Properties
Its Agent

Address 949 South Coast Drive, Suite 600
Costa Mesa, CA 92626

By: _____
David Cotellesse, Controller

By: _____
Kevin P. Hauber, CEO

Execution Date: _____

"TENANT"

California Pacific Charter Schools, Inc.,
A California Nonprofit Public Benefit Corporation

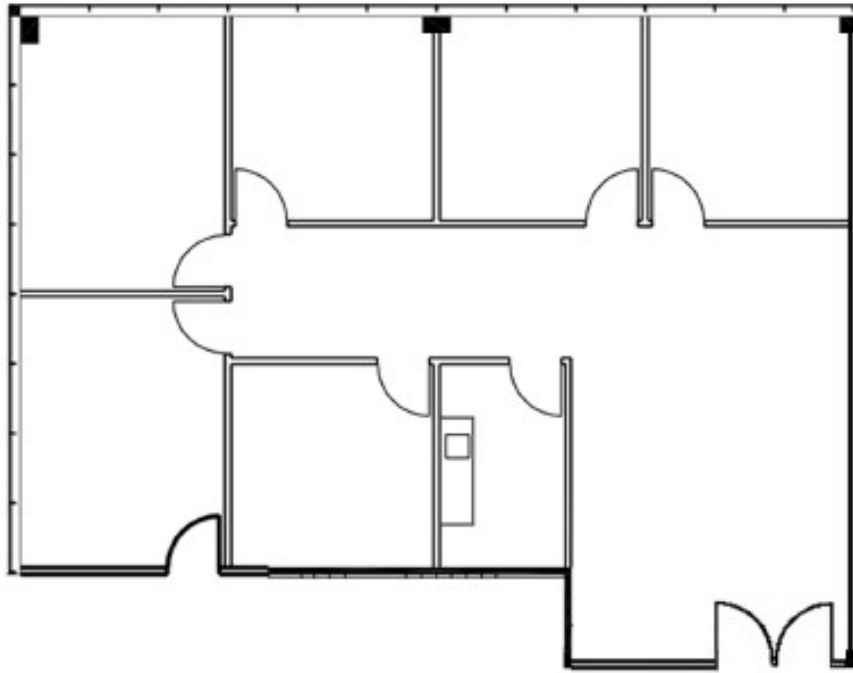
Address 940 South Coast Drive, Suite 185
Costa Mesa, CA 92626

By: _____
Christine Feher, CEO

Execution Date: _____

EXHIBIT A

DESCRIPTION OF PREMISES



940 South Coast Drive, Suite 185

EXHIBIT B

SITE PLAN

SITE PLAN

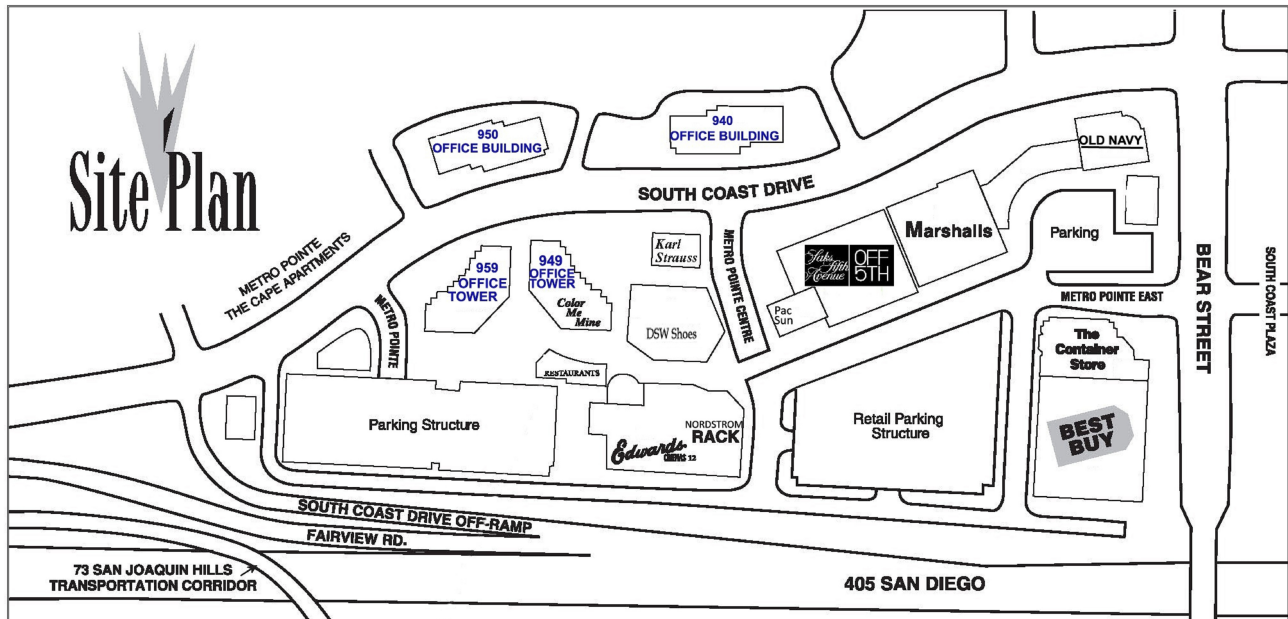


EXHIBIT C

PARKING RULES AND REGULATIONS

1. Cars must be parked entirely within painted stall lines.
2. All directional signs and arrows must be observed; "Stop signs" and "traffic signs."
3. All posted speed limits for the parking areas shall be observed. If no speed limit is posted for an area, the speed limit shall be 5 miles per hour.
4. Parking is prohibited:
 - A. in areas not striped for parking;
 - B. in aisles;
 - C. where "no parking" signs are posted;
 - D. on ramps;
 - E. in cross-hatched areas; and
 - F. in such other areas as may be designated by Landlord.
5. Handicap and visitor stalls shall be used only by handicapped persons or visitors, as applicable.
6. Parking stickers or any other device or form of identification supplied by Landlord from time to time (if any) shall remain the property of Landlord. Such parking identification device must be displayed as requested and may not be mutilated in any manner. The serial number of the parking identification device may not be obliterated. Devices are not transferable and any device in the possession of an unauthorized holder will be void. There will be a replacement charge payable by a tenant or persons designated by such tenant equal to the amount posted from time to time by Landlord for loss of any magnetic parking cards or any parking sticker or other device.
7. Every parker is required to park and lock his or her own car. All responsibility for damage to cars or persons is assumed by the parker.
8. Loss or theft of parking identification devices must be reported to Landlord, and a report of such loss or theft must be filed by the parker at that time. Any parking identification devices reported lost or stolen found on any unauthorized car will be confiscated and the illegal holder will be subject to prosecution. Lost or stolen devices found by the parker must be reported to Landlord immediately to avoid confusion.
9. Parking spaces are for the express purpose of parking one automobile per space. Washing, waxing, cleaning, or servicing of any vehicle by the parker and/or such person's agents is prohibited. The parking areas shall not be used for overnight or other storage for vehicles of any type. There shall be no parking of trucks, motorhomes or any oversized vehicles of any kind by Tenant or Tenant guest.
10. Landlord reserves the right to refuse the issuance of parking identification or access devices to any tenant and/or such tenant's agents or representatives who willfully refuse to comply with the Parking Rules and/or all applicable governmental ordinances, laws or agreements.
11. Tenant shall acquaint its employees with the Parking Rules, as they are in effect from time to time. Landlord is not responsible for lost or stolen items, burglaries or damage to vehicle.
12. Any monthly rate for rental of a parking space shall be paid one month in advance prior to the first day of each such month. Failure to do so will automatically cancel parking privileges, and a charge of the prevailing daily rate will be due. No deductions or allowances from the monthly rate will be made for days a parker does not use the parking facilities.
13. Each parker shall pay a reasonable deposit for any parking card issued to such person. Such deposit shall be paid at the time the parking card is issued and shall be forfeited if the parking card is lost. Such deposit shall be returned, without interest, at the time such person ceases to utilize the parking facilities, upon surrender of the parking card. A reasonable replacement charge shall be paid to replace a lost card and an amount in excess of the initial deposit may be charged as the replacement fee.
14. Tenant and its employees, agents and business visitors shall be entitled to use vehicle parking spaces in accordance with the city building code/ parking ratio for this project, which shall not exceed the maximum ratio of four (4) parking spaces per 1,000 square feet of Leased space, on an unreserved and unassigned basis. Such parking usage shall be in common with Landlord and other tenants and occupants of the Project and their employees, agents and business visitors.

EXHIBIT D**RULES AND REGULATIONS**

The following Rules and Regulations shall be in effect at the Building. Landlord reserves the right to adopt reasonable modifications and additions hereto. In the case of any conflict between these regulations and the Lease, the Lease shall be controlling.

1. Except with the prior written consent of Landlord, Tenant shall not conduct any retail sales in or from the Building, or any business other than that specifically provided for in the Lease. Tenant shall not disturb, solicit or canvass any occupant of the Building and shall cooperate to prevent same.
2. Landlord reserves the right to prohibit personal goods and services vendors, suppliers, purveyors, petitioners, proselytizers or other similar persons from access to the Building except upon such reasonable terms and conditions, including but not limited to a provision for insurance coverage, as are related to the safety, care and cleanliness of the Building, the preservation of good order thereon, and the relief of any financial or other burden on Landlord occasioned by the presence of such persons or the sale by them of personal goods or services to a tenant or its employees. If reasonably necessary for the accomplishment of these purposes, Landlord may exclude a particular vendor, supplier, purveyor, petitioner, proselytizer or other similar person entirely or limit the number of such persons who may be present at any one time in the Building. The term "personal goods or services vendors" means persons who periodically enter the Building of which the Premises are a part for the purpose of selling goods or services to a tenant, other than goods or services which are used by a tenant only for the purpose of conducting its business on the Premises. "Personal goods or services" include, but are not limited to, drinking water and other beverages, food, barbering services, and shoeshining services.
3. The sidewalks, halls, passages, elevators, stairways, courtyard, fountains, benches, entrances and exits to and from the building and other common facilities hereinafter referred to as "Common Areas" shall not be obstructed by any tenant or used by it for any purpose other than for ingress to and egress from their respective premises. The halls, passages, entrances, elevators, stairways, balconies, janitorial closets and roof are not for the use of the general public, and Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Landlord shall be prejudicial to the safety, character, reputation and interests of the Building and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom Tenant normally deals only for the purpose of conducting its business on the Premises (such as clients, customers, office suppliers and equipment vendors, and the like) unless such persons are engaged in illegal activities. Landlord shall have the right to control and operate the public portions of the Building, and the public facilities, and heating and air conditioning, as well as facilities furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally. No tenant and no employees of any tenant shall go upon the roof of the Building without the prior written consent of Landlord. The Common Areas are to be used for entering and exiting the building, the restrooms and specific tenant suites only. No part of the Common Area may ever be used as a waiting room, outdoor lobby, playground or entertainment area by any tenant or its guests, clients and invitees.
4. The sashes, sash doors, windows, glass lights, solar film and/or screen, and any lights or skylights that reflect or admit light into the halls or other places of the Building shall not be covered or obstructed. The toilet rooms, water and wash closets and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein, and the expense of any breakage, stoppage or damage, resulting from the violation of this rule shall be borne by the tenant who, or whose clerks, agents, employees, or visitors, shall have caused it.
5. No sign, advertisement or notice visible from the exterior of the Premises or Building shall be inscribed, painted or affixed by Tenant on any part of the Building or the Premises without the prior written consent of Landlord, and then only through a person or entity approved by Landlord in advance. If Landlord shall have given such consent at any time, whether before or after the execution of this Lease, such consent shall in no way operate as a waiver or release of any of the provisions hereof or of this Lease, and shall be deemed to relate only to the particular sign, advertisement or notice so consented to by Landlord and shall not be construed as dispensing with the necessity of obtaining the specific written consent of Landlord with respect to each and every such sign, advertisement or notice other than the particular sign, advertisement or notice, as the case may be, so consented to by Landlord.
6. In order to maintain the outward professional appearance of the Building, all window coverings to be installed at the Premises shall be subject to Landlord's prior approval. If Landlord, by a notice in writing to Tenant, shall object to any curtain, blind, tinting, shade, screen or other item attached to, or hung in, or used in connection with or visible from, any window or door of the Premises, such use of such curtain, blind, shade or screen shall be forthwith discontinued by Tenant. No awnings shall be permitted on any part of the Premises.
7. Tenant shall not do or permit anything to be done in the Premises, or bring or keep anything therein, which shall in any way increase the rate of fire insurance on the Building, or on the property kept therein, or obstruct or interfere with the rights of other tenants, or in any way injure or annoy them; Tenants shall have no open flames of any kind such as candles, incense burners, etc., Tenant shall not conflict with the regulations of the Fire Department or the fire laws, or with any insurance policy upon the Building, or any part thereof, or with any rules and ordinances established by the Board of Health or other governmental authority. Tenant shall keep suite entry doors closed at all times. Tenant shall not bring into, or permit or suffer in, the Building or the Project, any weapons or firearms of any kind.
8. No safes or other objects larger or heavier than the freight elevators of the Building are limited to carry shall be brought into or installed in the Premises. Landlord shall have the power to prescribe the weight, method of installation and position of such safes or other heavy objects, and may further require, at Tenant's expense, the reinforcement of any flooring on which such equipment may be placed and/or an engineering study to be performed to determine whether the equipment may safely be installed in the Building and the necessity of any reinforcement. The moving of safes shall occur only between such hours as may be designated by, and only upon previous written notice to, the manager of the Building, and the persons employed to move those objects in or out of the Building must be acceptable to Landlord. No freight, furniture or bulky matter of any description shall be received into the Building or carried into the elevators except during hours and in a manner approved by Landlord. Landlord will not be responsible for loss of or damage to any such safe or property from any cause and all damage done to the Building by moving or maintaining any such safe or other property shall be repaired at the expense of Tenant.
9. Landlord shall clean the Premises as provided in the Lease and, except with the written consent of Landlord, no person or persons other than those approved by Landlord will be permitted to enter the Building for such purpose. Tenant shall not cause unnecessary labor by reason of Tenant's

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Landlord's Initials_____
Tenant's Initials

carelessness and indifference in the preservation of good order and cleanliness. Landlord shall not be responsible to Tenant or its employees for loss or damage to property in connection with the provision of janitorial services by third party contractors.

10. No tenant shall sweep or throw or permit to be swept or thrown from the Premises any dirt or other substance into any of the corridors, or halls or elevators, or out of the doors or windows or stairways of the Building, and Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors and/or vibrations, or interfere in any way with other tenants or those having business therein, nor shall any animals, firearms, whether loaded or unloaded, or birds be brought into or kept in or about the Project. The Building is a non-smoking building. Smoking or carrying lighted cigars or cigarettes in any buildings located in the Project, including the Building and the elevators of the Building, is prohibited. Landlord reserves the right to designate certain areas of the Project outside the buildings to be used by smokers.

11. Except for the use of U.L. approved microwave ovens and coffee makers for Tenant's personal use, no cooking shall be done or permitted by Tenant on the Premises, nor shall the Building be used for storage of merchandise, washing clothes, lodging or any improper, objectionable or immoral purpose. Any pipes or tubing used by Tenant to transmit water to an appliance or device in the Premises must be made of copper or stainless steel, and in no event shall plastic tubing be used for that purpose.

12. Tenant shall not use or keep in the Building any kerosene, gasoline, or inflammable fluid or any other combustible or illuminating material, or use any method of heating or air conditioning other than that supplied by Landlord.

13. All cost associated with Tenant's telephone and computer systems including installation (the running of all telephone lines from the central telephone room to Tenant's suite and all lines within Tenant's suite), repairs, and removal shall be at Tenant's sole cost and expense. If Tenant desires additional telephone, telegraph, telecommunication, burglar alarm, electric or similar connections, Landlord will direct electricians as to where and how the wires are to be introduced and such wires shall be installed in accordance with all applicable requirements of all governmental authorities having jurisdiction of the Premises. No boring or cutting for wires or otherwise shall be made without directions from Landlord. Upon termination of the Lease, Tenant shall, upon demand by Landlord, at Tenant's sole cost and expense, forthwith remove any wiring installed by Tenant in the Building and designated by Landlord to be removed, and repair and restore the Premises and the Building to their original condition. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord. Tenant shall not install any alarm or other security systems, door bells, exterior cameras, call boxes, card identification access systems, electronic guard systems, mobile paging systems or other access controls without the prior written consent of Landlord. All such alterations shall be subject to the terms of the Lease.

14. Each tenant, upon the termination of its tenancy, shall deliver to Landlord all the keys to offices, rooms and toilet rooms, and security access card/keys which shall have been furnished such tenant or which such tenant shall have had made, and in the event of loss of any keys so furnished, shall pay Landlord therefore.

15. No tenant shall mark, drive nails, screw or drill into the partitions, woodwork or plaster or in any way deface the Premises, except to install normal wall hangings. No tenant shall lay linoleum or other similar floor covering so that the same shall be affixed to the floor of the Premises in any manner except by a paste, or other material which may easily be removed with water, the use of cement or other similar adhesive materials being expressly prohibited. The method of affixing any such linoleum or other similar floor covering to the floor, as well as the method of affixing carpets or rugs to the Premises shall be subject to reasonable approval by Landlord. The expense of repairing any damage resulting from a violation of this rule shall be borne by the tenant by whom, or by whose agents, clerks, employees or visitors, the damage shall have been caused.

16. No furniture, packages or merchandise will be received in the Building or carried up or down in the elevators, except between such Building hours and in such elevators as shall be designated by Landlord.

17. On Saturdays, Sundays and legal holidays, and on other days between the hours of 6:00 p.m. and 8:00 a.m., access to the Building or to the halls, corridors, elevators or stairways in the Building, or to the Premises may be refused unless the person seeking access is known to the building watchman, if any, in charge and has a pass or is properly identified. Landlord shall in no case be liable for damages for the admission to or exclusion from the Building of any person whom Landlord has the right to exclude under Rule 3 above. In case of invasion, mob, riot, public excitement, or other commotion, Landlord reserves the right but shall not be obligated to prevent access to the Building during the continuance of the same by closing the doors or otherwise, for the safety of the tenants and protection of property in the Building. Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building.

18. Tenant shall be responsible for protecting the Premises from theft, which includes keeping doors and other means of entry closed and securely locked before leaving the Building and Tenant shall exercise extraordinary care and caution that all water faucets or water apparatus are entirely shut off before Tenant or Tenant's employees leave the Building, and that all electricity, gas or air shall likewise be carefully shut off, so as to prevent waste or damage, and for any default or carelessness Tenant shall make good all injuries sustained by other tenants or occupants of the Building or Landlord.

19. Tenant shall not alter any lock or install a new or additional lock or any bolt on any door or windows of the Premises without the prior written consent of Landlord. If Landlord shall give its consent, Tenant shall in each case promptly furnish Landlord with a key for any such lock.

20. Tenant shall not install equipment, such as but not limited to electronic tabulating or computer equipment, requiring electrical or air conditioning service in excess of those to be provided by Landlord under the Lease.

21. No bicycle, or shopping cart, or other vehicle or any animal shall be brought into the Premises or the halls, corridors, elevators or any part of the Building by Tenant.

22. Landlord shall have the right to prohibit the use of the name of the Building or Project or any other publicity by Tenant which in Landlord's opinion tends to impair the reputation of the Building or Project or their desirability for other tenants, and upon written notice from Landlord, Tenant will

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Landlord's Initials_____
Tenant's Initials

refrain from or discontinue such publicity. Landlord shall have the right, exercisable without notice and without liability to Tenant, to change the name and street address of the Building of which the Premises are a part.

23. Tenant shall not erect any satellite dish or antenna on the roof or exterior walls of the Premises, Building, or Project or within the Premises that is visible from outside the Premises without the prior written consent of Landlord.

24. Generally recognized business hours are Monday through Friday, 8:00 a.m. through 6:00 p.m., excluding legal holidays.

25. No vending machine or machines of any description shall be installed, maintained or operated upon the Premises without the written consent of Landlord.

26. No smoking shall be allowed by Tenant in the Premises nor any other part of the Building and Tenant shall ensure that all of its employees, agents, guests, and any other persons associated with Tenant in the Building shall at all times comply with all nonsmoking regulations, laws and ordinances applicable to the Building.

27. The costs of operating, maintaining and repairing any supplemental air conditioning unit serving only the Premises shall be borne solely by Tenant. Such costs shall include all metered electrical charges as described in the Lease, together with the cost, as reasonably estimated by Landlord, to supply cooling water or other means of heat dissipation for the unit. Should Tenant desire to install such a unit, the plans and specifications must be submitted in advance to Landlord and approved in writing by Landlord. Such installation shall be at Tenant's sole expense and shall include installation of a separate meter for the operation of the unit. Landlord may require Tenant to remove at Lease expiration any such unit installed by or for Tenant and to repair any resulting damage to the Premises or Building.

28. Landlord shall provide janitorial services five (5) days per week, equivalent to that furnished in comparable buildings; provided, however, that Tenant shall pay for any additional or unusual janitorial services required by reason of any nonstandard improvements in the Premises, including without limitation wall coverings and floor coverings installed by or for Tenant, or by reason of any use of the Premises other than exclusively as offices. The cleaning services provided by Landlord shall also exclude microwaves, refrigerators, eating utensils (plates, drinking containers and silverware), and interior glass partitions. Tenant shall pay to Landlord the cost of removal of any of Tenant's refuse and rubbish, to the extent that they exceed the refuse and rubbish usually attendant with general office usage.

Addendum to Office Building Lease

This Addendum to Office Building Lease ("Addendum") shall constitute part of that certain Office Building Lease dated September 7, 2022 (the "Lease") between A&R Parcel Three, a California Limited Partnership, "Landlord", and California Pacific Charter Schools, Inc., a California nonprofit public benefit corporation, "Tenant", for Suite 185 located at 940 South Coast Drive, Costa Mesa, CA 92626, and the terms hereof shall, for all purposes be deemed incorporated into the Lease. Landlord and Tenant agree, notwithstanding anything in the Lease to the contrary as follows:

A. Rent Abatement:

As long as Lessee is in compliance with all lease terms and is not in default, Lessee shall receive three (3) months Rent Abatement; Rent Abatement shall only be credited provided there is no default under the Lease which has not been cured, after notice and opportunity to cure has been provided. Rental Abatement in the amount of Five Thousand Two Hundred Forty Four Dollars and No/100 (\$5,244.00) shall occur in month two (2) of the Lease Term. Rental Abatement in the amount of Five Thousand Four Hundred Thirty Eight Dollars and No/100 (\$5,438.00) shall occur in month thirteen (13) of the Lease Term. Rental Abatement in the amount of Five Thousand Six Hundred Thirty Two Dollars and No/100 (\$5,632.00) shall occur in month twenty – five (25) of the Lease Term.

B. Option to Extend:

1. Tenant shall have one (1) five (5) year option to extend the term of this Lease (the "Extension Option"). Tenant shall be required to give Landlord written notice of its election to exercise the Extension Option at least six (6) months prior to the expiration of the term of this Lease. Time is of the essence. In the event Tenant elects to exercise the Extension Option, the base rent during the extension term shall be at a rate mutually agreed upon by Landlord and Tenant. If Landlord and Tenant are unable to agree on the base rent within thirty (30) days following Landlord's receipt of Tenant's written notice, then (a) either party shall have the right to terminate the Extension Option at any time following the expiration of such thirty (30) day period upon delivery of written notice to the other party or (b) if neither party delivers such termination notice and until a party delivers a termination notice, Landlord and Tenant shall continue to negotiate the base rent during the extension term. If the Extension Option is terminated, then this Lease shall terminate upon the expiration date of the current term.
2. The Extension Option is personal to Tenant and may not be exercised or be assigned, voluntarily or involuntarily, by or to any person or entity other than Tenant or an affiliate of Tenant; the Extension Option herein granted to Tenant is not assignable separate and apart from this Lease.
3. Tenant shall not have the right to exercise the Extension Option, notwithstanding anything set forth above to the contrary:
 - a) during the term commencing from the date Tenant is in default under any provisions of this Lease, and continuing until the default alleged in said notice is cured;
 - b) during the period of time commencing on the day after a monetary obligation to Landlord is due under the terms of the Lease from Tenant and unpaid continuing until the obligation is paid;
 - c) at any time after an event of default described in Section 23 of the Lease (without any necessity of Landlord to give notice of such default to Tenant); or
 - d) in the event that Landlord has given to Tenant two (2) or more notices of default and Tenant has been in default under the terms of the Lease and a late charge has become payable under Section (33.h) for each of such defaults, whether or not the defaults are cured, during that ninety (90) day period to the last day on which Tenant is entitled to exercise the Extension Option.
4. The period of time within which the Extension Option may be exercised shall not be extended or enlarged by reason of Tenant's inability to exercise the Extension Option because of the foregoing provisions of this Extension Option.
5. All rights of Tenant under the provisions of this Extension Option shall terminate and be of no further force or effect, even after Tenant's due and timely exercise of the Extension Option, if, after such exercise, but prior to the commencement date of the new term, (i) Tenant fails to pay to Landlord a monetary obligation of Tenant for a period of ten (10) days after such obligation becomes due; or (ii) Tenant fails to commence to cure a default within thirty days after the date the Landlord gives notice to Tenant of such default.

C. Directory Signage:

At Landlord's sole cost and expense, Landlord shall install initial signage and/or corporate identification according to Landlord's specifications on building directory and other suitable locations leading to Tenant's leased area, according to building standards.

D. Tenant and Visitor Parking:

Tenant parking (for its employees) and visitor parking shall be free of charge for the initial Term of the Lease.

[Signature Page Follows]

Exhibit F

IN WITNESS THEREOF, the parties hereto executed this addendum to Office Building Lease as of the date first set forth above.

"LANDLORD"

"TENANT"

A&R Parcel Three, a California Limited Partnership,
By Arnel Commercial Properties,
Its Agent

California Pacific Charter Schools, Inc.,
A California Nonprofit Public Benefit Corporation

By: _____
David Cotellesse, Controller

By: _____
Christine Feher, CEO

By: _____
Kevin P. Hauber, CEO

Date: _____

Date: _____

Coversheet

Approval of California Pacific Charter Schools Local Indicator Reports

Section: XII. Education/Student Services
Item: A. Approval of California Pacific Charter Schools Local Indicator Reports
Purpose: Vote

Submitted by:

Related Material:

2022_LCAP_Local_Performance_Indicator_Self-Reflection_California_Pacific_Charter_-_Sonoma.pdf

2022_LCAP_Local_Performance_Indicator_Self-Reflection_California_Pacific_Charter_-_San_Diego.pdf

2022_LCAP_Local_Performance_Indicator_Self-Reflection_California_Pacific_Charter_-_Los_Angeles.pdf



Local Performance Indicator Self-Reflection

Local Educational Agency (LEA)	Contact Name and Title	Email and Phone
California Pacific Charter - Sonoma	Christine Feher Executive Director	cfeher@cal-pacs.org 855-225-7227

Introduction

The State Board of Education (SBE) approved standards for the local indicators that support a local educational agency (LEA) in measuring and reporting progress within the appropriate priority area. The approved performance standards require a LEA to:

- Annually measure its progress in meeting the requirements of the specific LCFF priority.
- Report the results as part of a non-consent item at a regularly scheduled public meeting of the local governing board/body in conjunction with the adoption of the LCAP.
- Report results to the public through the Dashboard utilizing the SBE-adopted self-reflection tools for each local indicator.

Below are the approved standards and self-reflection tools that an LEA will use to report its progress on the local indicators.

Performance Standards

The performance standards for the local performance indicators are:

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

The LEA annually measures its progress in meeting the Williams settlement requirements at 100% at all of its school sites, as applicable, and promptly addresses any complaints or other deficiencies identified throughout the academic year, as applicable; the LEA then reports the results to its local governing board at a regularly scheduled meeting and to reports to stakeholders and the public through the Dashboard.

Implementation of State Academic Standards (LCFF Priority 2)

The LEA annually measures its progress implementing state academic standards; the LEA then reports the results to its local governing board at a regularly scheduled meeting and reports to stakeholders and the public through the Dashboard.

Parent and Family Engagement (LCFF Priority 3)

The LEA annually measures its progress in: (1) seeking input from parents in decision making and (2) promoting parental participation in programs; the LEA then reports the results to its local governing board at a regularly scheduled meeting and reports to stakeholders and the public through the Dashboard.

School Climate (LCFF Priority 6)

The LEA administers a local climate survey at least every other year that provides a valid measure of perceptions of school safety and connectedness, such as the California Healthy Kids Survey, to students in at least one grade within the grade span(s) that the LEA serves (e.g., K-5, 6-8, 9-12), and reports the results to its local governing board at a regularly scheduled meeting of the local governing board and to stakeholders and the public through the Dashboard.

Access to a Broad Course of Study (LCFF Priority 7)

The LEA annually measures its progress in the extent to which students have access to, and are enrolled in, a broad course of study that includes the adopted courses of study specified in the California Education Code (EC) for Grades 1-6 and Grades 7-12, as applicable, including the programs and services developed and provided to unduplicated students and individuals with exceptional needs; the LEA then reports the results to its local governing board at a regularly scheduled meeting and reports to stakeholders and the public through the Dashboard.

Coordination of Services for Expelled Students-County Office of Education (COE) Only (LCFF Priority 9)

The county office of education (COE) annually measures its progress in coordinating instruction as required by California EC Section 48926; the COE then reports the results to its local governing board at a regularly scheduled meeting and reports to stakeholders and the public through the Dashboard.

Coordination of Services for Foster Youth-COE Only (LCFF Priority 10)

The COE annually measures its progress in coordinating services for foster youth; the COE then reports the results to its local governing board at a regularly scheduled meeting and reports to stakeholders and the public through the Dashboard.

Self-Reflection Tools

An LEA uses the self-reflection tools included within the Dashboard to report its progress on the local performance indicator to stakeholders and the public.

The self-reflection tools are embedded in the web-based Dashboard system and are also available in Word document format. In addition to using the self-reflection tools to report its progress on the local performance indicators to stakeholders and the public, an LEA may use the self-reflection tools as a resource when reporting results to its local governing board. The approved self-reflection tools are provided below.

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

LEAs will provide the information below:

- Number/percentage of misassignments of teachers of ELs, total teacher misassignments, and vacant teacher positions
- Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home
- Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Teachers	Number	Percent
Misassignments of Teachers of English Learners	0	0
Total Teacher Misassignments	0	0
Vacant Teacher Positions	0	0

Access to Instructional Materials	Number	Percent
Students Without Access to Own Copies of Standards-Aligned Instructional Materials for Use at School and at Home	0	0

Facility Conditions	Number
Identified Instances Where Facilities Do Not Meet The “Good Repair” Standard (Including Deficiencies and Extreme Deficiencies)	0

Implementation of State Academic Standards (LCFF Priority 2)

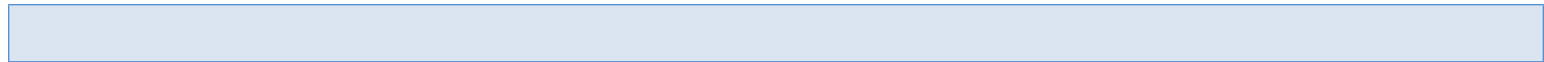
LEAs may provide a narrative summary of their progress in the implementation of state academic standards based on locally selected measures or tools (Option 1). Alternatively, LEAs may complete the optional reflection tool (Option 2).

OPTION 1: Narrative Summary (Limited to 3,000 characters)

In the narrative box provided on the Dashboard, identify the locally selected measures or tools that the LEA is using to track its progress in implementing the state academic standards adopted by the state board and briefly describe why the LEA chose the selected measures or tools.

Additionally, summarize the LEA’s progress in implementing the academic standards adopted by the SBE, based on the locally selected measures or tools. The adopted academic standards are:

- English Language Arts (ELA)-Common Core State Standards for ELA
- English Language Development (ELD) (Aligned to Common Core State Standards for ELA)
- Mathematics-Common Core State Standards for Mathematics
- Next Generation Science Standards
- History-Social Science
- Career Technical Education
- Health Education Content Standards
- Physical Education Model Content Standards
- Visual and Performing Arts
- World Language



OPTION 2: Reflection Tool

Recently Adopted Academic Standards and/or Curriculum Frameworks

1. Rate the LEA’s progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA				4	5
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics					5
Next Generation Science Standards				4	
History-Social Science				4	

2. Rate the LEA’s progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA					5

Academic Standards	1	2	3	4	5
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics					5
Next Generation Science Standards					5
History-Social Science				4	

3. Rate the LEA’s progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing).

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA				4	
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics				4	
Next Generation Science Standards				4	
History-Social Science				4	

Recently Adopted Academic Standards and/or Curriculum Frameworks

4. Rate the LEA’s progress implementing each of the following academic standards adopted by the state board for all students.

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
Career Technical Education				4	
Health Education Content Standards					5
Physical Education Model Content Standards				4	
Visual and Performing Arts				4	
World Language					5

Support for Teachers and Administrators

5. Rate the LEA’s success at engaging in the following activities with teachers and school administrators during the prior school year (including the summer preceding the prior school year).

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
Identifying the professional learning needs of groups of teachers or staff as a whole			3		
Identifying the professional learning needs of individual teachers			3		
Providing support for teachers on the standards they have not yet mastered			3		

Optional Narrative (Limited to 1,500 characters)

6. Provide any additional information in the text box provided in the Dashboard that the LEA believes is relevant to understanding its progress implementing the academic standards adopted by the state board.

Parent and Family Engagement (LCFF Priority 3)

This self-reflection tool is organized into three sections. Each section includes promising practices in family engagement:

- 1. Building Relationships between School Staff and Families
- 2. Building Partnerships for Student Outcomes
- 3. Seeking Input for Decision-making

LEAs use this self-reflection tool to reflect on its progress, successes, needs and areas of growth in family engagement policies, programs, and practices. This tool will enable an LEA to engage in continuous improvement and determine next steps to make improvements in the areas identified.

The results of the process should be used to inform the LCAP and the development process, to assess prior year goals, actions and services as well as to plan or modify future goals, actions, and services in the LCAP.

For each statement in the table below -

- 1. Identify the diverse stakeholders that need to participate in the self-reflection process in order to ensure input from all groups of families, staff and students in the LEA, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
- 2. Engage stakeholders in determining what data and information will be considered to complete the self-reflection tool. LEAs should consider how the practices apply to families of all student groups, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.

3. Based on the analysis of data, identify the number which best indicates the LEA’s current stage of implementation for each practice using the following rating scale (lowest to highest):
 - 1 - Exploration and Research Phase
 - 2 - Beginning Development
 - 3 - Initial Implementation
 - 4 - Full Implementation
 - 5 - Full Implementation and Sustainability
4. Write a brief response to the prompts following each of the three sections.
5. Use the information from the self-reflection process to inform the LCAP and the LCAP development process, as well as the development of other school and district plans.

Building Relationships

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Building Relationships	1	2	3	4	5
1. Rate the LEA’s progress in developing the capacity of staff (i.e. administrators, teachers, and classified staff) to build trusting and respectful relationships with families.					5
2. Rate the LEA’s progress in creating welcoming environments for all families in the community.				4	
3. Rate the LEA’s progress in supporting staff to learn about each family’s strengths, cultures, languages, and goals for their children.				4	
4. Rate the LEA’s progress in developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families.					5

Dashboard Narrative Box (Limited to 3,000 characters)

Briefly describe the LEA’s current strengths and progress in this area, and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families.

Strengths

CPCS successfully engages in pupil and family outreach. CPCS offers two way communication via the school's website, email, phone, text, Parent Square messaging, School Site Council (Parent Advisory Committee), and virtual meetings. Parents agree that the school communicates community resources that are available to their family. In data collected from stakeholder surveys, 100% of parents feel satisfied with opportunities to provide input and participate in their child's education. 94.7% of parents indicate that they feel their input is valued. 100% of students agreed that their teacher is available to them when they need help and support with their schoolwork. 100% of students agree that their teacher cares about their education and helps them succeed. 93.3% of students report that they feel safe at school. 100% of students report that they know they have someone at school to talk to for support if they have a problem. 100% of parents are satisfied with their child's school overall. 86.7% of students express an overall satisfaction with their school.

Focus Area

To the greatest extent possible, CPCS would like to focus on paring families whose primary language is a language other than English with a bilingual homeroom teacher that can facilitate meetings and support meaningful communication with parents in their primary language.

CPCS will continue to offer two way communication opportunities and opportunities to participate in the school community for all education partners, including families whose primary language may be a language other than English.

Building Partnerships for Student Outcomes

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Building Partnerships	1	2	3	4	5
1. Rate the LEA’s progress in providing professional learning and support to teachers and principals to improve a school’s capacity to partner with families.				4	
2. Rate the LEA’s progress in providing families with information and resources to support student learning and development in the home.				4	
3. Rate the LEA’s progress in implementing policies or programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes.					5
4. Rate the LEA’s progress in supporting families to understand and exercise their legal rights and advocate for their own students and all students.				4	

Dashboard Narrative Box (Limited to 3,000 characters)

Briefly describe the LEA’s current strengths and progress in this area, and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families.

Strengths

CPCS assigns each pupil to a homeroom teacher. The primary role of the homeroom teacher is to work with each student and family in an effort to develop a personalized learning plan and success plan for each student. Homeroom teachers use student interest surveys in an effort to better understand student strengths and weaknesses and to gain a clear understanding of what resources and supports could best serve in supporting individual students in the independent study program. Homeroom teachers partner with parents in providing information and support that can assist their child in successfully engaging in school and reaching success. In data collected from stakeholder surveys, 89.5% of parents stated that they participate in meetings with their child's teacher to discuss and set education goals for their child. 100% of students responded that they agree that their teacher is available to help them and support them with their school work. 100% of students agree that their teacher helps them to set goals to be successful in school. 100% of students stated that their teacher cares about their education and helps them to succeed. 100% of students stated that if they have a problem, they know they have someone at school that they can talk to for support and 86.7% of students stated that overall, they are satisfied with their school. CPCS is consistent in supporting families to understand their legal rights and advocate for their children. Parent rights are reviewed in IEP and 504 plan meetings. CPCS maintains a uniform complaint policy and makes the uniform complaint form available to school stakeholders.

Focus Area

CPCS plans to launch a Parent University program in the 22-23 school year. Parent University will be used as for parent education, resources, and support in areas that can help support their students socially, emotionally, and academically.

CPCS plans to further develop the homeless youth program by providing additional training for the homeless youth coordinator and holding regular meetings with students and families to ensure this student population in engaged in school and has every opportunity to be successful.

Seeking Input for Decision Making

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Seeking Input	1	2	3	4	5
1. Rate the LEA’s progress in building the capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision-making.				4	
2. Rate the LEA’s progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making.				4	
3. Rate the LEA’s progress in providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community.				4	
4. Rate the LEA’s progress in providing opportunities to have families, teachers, principals, and district administrators work together to plan, design, implement and evaluate family engagement activities at school and district levels.				4	

Dashboard Narrative Box (Limited to 3,000 characters)

Briefly describe the LEA’s current strengths and progress in this area, and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families.

Strengths

CPCS is currently engaged in this work as outlined in LCAP Goal 3: We will establish connections and partnerships with our families and community to increase engagement, involvement, ensure safety and satisfaction to support student learning and achievement. Effective and meaningful transparent communication will provide all stakeholders opportunities for input in decision making at the program and charter levels. Support for engaging families in advisory groups for the purpose of providing meanful input on decision making, policeis and programs, and family engagement activities are embedded in action items 3.1, 3.2, and 3.6. Parents and students provide input through homeroom meetings, back to school nights, surveys, virtual events, public meetings, school site council meetings, club meetings, WASC focus groups, and other methods of 2-way communication with the school. Based on an education partner survey, 98.3% of parents indicated that they feel satisfied with the school in providing input opportunities for them to participate in the school and their child's education.

Focus Area

The school will involve the School Site Council members (SSC serves as Parent Advisory Committee) to seek input for decision-making.

The school will offer translation of written and verbal communication when needed to support students, families, or other education partners whose primary language is a language other than English.

School Climate (LCFF Priority 6)

LEAs will provide a narrative summary of the local administration and analysis of a local climate survey that captures a valid measure of student perceptions of school safety and connectedness in at least one grade within the grade span (e.g., K–5, 6–8, 9–12) in a text box provided in the California School Dashboard (response limited to 3,000 characters). LEAs will have an opportunity to include differences among student groups, and for surveys that provide an overall score, such as the California Healthy Kids Survey, report the overall score for all students and student groups. This summary may also include an analysis of a subset of specific items on a local survey and additional data collection tools that are particularly relevant to school conditions and climate.

1. **DATA:** Reflect on the key learnings from the survey results and share what the LEA learned.
2. **MEANING:** What do the disaggregated results (if applicable) of the survey and other data collection methods reveal about schools in the LEA, such as areas of strength or growth, challenges, and barriers?
3. **USE:** What revisions, decisions, or actions has, or will, the LEA implement in response to the results for continuous improvement purposes? Why? If you have already implemented actions, did you see the results you were seeking?

LCAP Goal 3 addresses LCFF Priority 6 School Climate: Sense of Safety and School Connectedness. Goal 3: We will establish connections and partnerships with our families and community to increase engagement, involvement, ensure safety and satisfaction to support student learning and achievement. Effective, meaningful, and transparent communication will provide all education partners with opportunities for input in decision making at the program and charter levels. Action Items 3.3, and 3.5 were developed to support a safe and positive school climate.

DATA

Stakeholders actively participate in annual surveys that address the sense of safety and school connectedness. 15 students in CPCS-SO participated in the school climate survey that was available to all grade levels K-12. Participation rates were as follows: 0 students in grades K-5, 0 students in grades 6-8, and 15 students in grades 9-12. 100% of students agreed that their teacher cares about their education and helps them to succeed. 93.3% of students indicated that they feel safe a welcome to meet with their teacher to discuss their school work. 100% of students indicated that if they have a problem, they know someone at school they can talk to for support. 86.7% of students stated that overall, they feel satisfied with their school.

MEANING

Areas of strength are that the survey results indicate that, CPCS-SO has a high overall student approval rating, and students feel safe and connected at school. Areas of growth, barriers, and challenges include increasing the number of students and grade level representation regarding participation in the survey.

USE

CPCS will continue to maintain and grow school initiatives that support student safety and school connectedness. In the 22-23 school year, CPCS will roll out a newly adopted social emotional curriculum through Edgenuity, Brain Pop, and Little Spot of Feelings that teachers, counselors, administrators, and parents can use to support student engagement and feelings of safety and connectedness.

Access to a Broad Course of Study (LCFF Priority 7)

LEAs provide a narrative summary of the extent to which all students have access to and are enrolled in a broad course of study by addressing, at a minimum, the following four prompts:

1. Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served. (response limited to 1,500 characters)

2. Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. The summary should identify any differences across school sites and student groups in access to, and enrollment in, a broad course of study, and may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study. (response limited to 1,500 characters)
3. Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students. (response limited to 1,500 characters)
4. In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students? (response limited to 1,500 characters)

LCAP Goal 4 encapsulates LCFF Priority 7: Access to a Broad Course of Study. Action Items 4.1, 4.3, 4.4, 4.6, and 4.7 have been developed to specifically support LCFF priority 7.

1. Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served.

CPCS issues technology devices and ensures connectivity for all students in order to provide equitable access to coursework. CPCS uses a 4-year plan tool and student schedules to track student enrollment in a broad course of study. Metrics that support access are A-G course completion, graduation rates, and college and career prepared rates.

2. Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. The summary should identify any differences across school sites and student groups in access to, and enrollment in, a broad course of study, and may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study.

CPCS identifies that there are no barriers for students, including unduplicated student groups, from accessing and participating in a broad course of study, including at the secondary grade levels, access to A-G coursework, Advanced Placement courses and exams, and Career Technical Education.

3. Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students.

Barriers to high graduation rates have historically been attributed to the number of high school students that CPCS has served that enrolled as credit deficient. Although, through the graduation rate continuous improvement goals and initiatives, CPCS has significantly increased graduation rates. Barriers to high percentages of students college and career prepared historically was due to CPCS being in the initial implementation phase of the CTE Pathways.

4. In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students?

CPCS has focus it's efforts on supporting credit deficient high school students through cintinuous improvement initiatives and has seen tremendous success. Those efforts will be continued. CPCS has added CTE Academies and expanded the number of Pathways and electives offered in an effort to increase access and enrollment in Career Technical Education and increase the percentage of students that are college and career prepared.

Coordination of Services for Expelled Students – COE Only (LCFF Priority 9)

Assess the degree of implementation of the progress in coordinating instruction for expelled students in your county.

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Coordinating Instruction	1	2	3	4	5
1. Assessing status of triennial plan for providing educational services to all expelled students in the county, including:	[No response required]	[No response required]	[No response required]	[No response required]	[No response required]
a. Review of required outcome data.					
b. Identifying existing educational alternatives for expelled pupils, gaps in educational services to expelled pupils, and strategies for filling those service gaps.					
c. Identifying alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils.					
2. Coordinating on development and implementation of triennial plan with all LEAs within the county.					
3. Establishing ongoing collaboration and policy development for transparent referral process for LEAs within the county to the county office of education or other program options, including dissemination to all LEAs within the county a menu of available continuum of services for expelled students.					
4. Developing memorandum of understanding regarding the coordination of partial credit policies between district of residence and county office of education.					

Coordination of Services for Foster Youth – COE Only (LCFF Priority 10)

Assess the degree of implementation of coordinated service program components for foster youth in your county.

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Coordinating Services	1	2	3	4	5
1. Establishing ongoing collaboration and supporting policy development, including establishing formalized information sharing agreements with child welfare, probation, Local Education Agency (LEAs), the courts, and other organizations to support determining the proper educational placement of foster youth (e.g., school of origin versus current residence, comprehensive versus alternative school, and regular versus special education).					
2. Building capacity with LEA, probation, child welfare, and other organizations for purposes of implementing school-based support infrastructure for foster youth intended to improve educational outcomes (e.g., provide regular professional development with the Foster Youth Liaisons to facilitate adequate transportation services for foster youth).					
3. Providing information and assistance to LEAs regarding the educational needs of foster youth in order to improve educational outcomes.					
4. Providing direct educational services for foster youth in LEA or county-operated programs provided the school district has certified that specified services cannot be provided or funded using other sources, including, but not limited to, Local Control Funding Formula, federal, state or local funding.					
5. Establishing ongoing collaboration and supporting development of policies and procedures that facilitate expeditious transfer of records, transcripts, and other relevant educational information.					

Coordinating Services	1	2	3	4	5
6. Facilitating the coordination of post-secondary opportunities for youth by engaging with systems partners, including, but not limited to, child welfare transition planning and independent living services, community colleges or universities, career technical education, and workforce development providers.					
7. Developing strategies to prioritize the needs of foster youth in the community, using community-wide assessments that consider age group, geographical area, and identification of highest needs students based on academic needs and placement type.					
8. Engaging in the process of reviewing plan deliverables and of collecting and analyzing LEA and COE level outcome data for purposes of evaluating effectiveness of support services for foster youth and whether the investment in services contributes to improved educational outcomes for foster youth.					



Local Performance Indicator Self-Reflection

Local Educational Agency (LEA)	Contact Name and Title	Email and Phone
California Pacific Charter - San Diego	Christine Feher Executive Director	cfeher@cal-pacs.org 855-225-7227

Introduction

The State Board of Education (SBE) approved standards for the local indicators that support a local educational agency (LEA) in measuring and reporting progress within the appropriate priority area. The approved performance standards require a LEA to:

- Annually measure its progress in meeting the requirements of the specific LCFF priority.
- Report the results as part of a non-consent item at a regularly scheduled public meeting of the local governing board/body in conjunction with the adoption of the LCAP.
- Report results to the public through the Dashboard utilizing the SBE-adopted self-reflection tools for each local indicator.

Below are the approved standards and self-reflection tools that an LEA will use to report its progress on the local indicators.

Performance Standards

The performance standards for the local performance indicators are:

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

The LEA annually measures its progress in meeting the Williams settlement requirements at 100% at all of its school sites, as applicable, and promptly addresses any complaints or other deficiencies identified throughout the academic year, as applicable; the LEA then reports the results to its local governing board at a regularly scheduled meeting and to reports to stakeholders and the public through the Dashboard.

Implementation of State Academic Standards (LCFF Priority 2)

The LEA annually measures its progress implementing state academic standards; the LEA then reports the results to its local governing board at a regularly scheduled meeting and reports to stakeholders and the public through the Dashboard.

Parent and Family Engagement (LCFF Priority 3)

The LEA annually measures its progress in: (1) seeking input from parents in decision making and (2) promoting parental participation in programs; the LEA then reports the results to its local governing board at a regularly scheduled meeting and reports to stakeholders and the public through the Dashboard.

School Climate (LCFF Priority 6)

The LEA administers a local climate survey at least every other year that provides a valid measure of perceptions of school safety and connectedness, such as the California Healthy Kids Survey, to students in at least one grade within the grade span(s) that the LEA serves (e.g., K-5, 6-8, 9-12), and reports the results to its local governing board at a regularly scheduled meeting of the local governing board and to stakeholders and the public through the Dashboard.

Access to a Broad Course of Study (LCFF Priority 7)

The LEA annually measures its progress in the extent to which students have access to, and are enrolled in, a broad course of study that includes the adopted courses of study specified in the California Education Code (EC) for Grades 1-6 and Grades 7-12, as applicable, including the programs and services developed and provided to unduplicated students and individuals with exceptional needs; the LEA then reports the results to its local governing board at a regularly scheduled meeting and reports to stakeholders and the public through the Dashboard.

Coordination of Services for Expelled Students-County Office of Education (COE) Only (LCFF Priority 9)

The county office of education (COE) annually measures its progress in coordinating instruction as required by California EC Section 48926; the COE then reports the results to its local governing board at a regularly scheduled meeting and reports to stakeholders and the public through the Dashboard.

Coordination of Services for Foster Youth-COE Only (LCFF Priority 10)

The COE annually measures its progress in coordinating services for foster youth; the COE then reports the results to its local governing board at a regularly scheduled meeting and reports to stakeholders and the public through the Dashboard.

Self-Reflection Tools

An LEA uses the self-reflection tools included within the Dashboard to report its progress on the local performance indicator to stakeholders and the public.

The self-reflection tools are embedded in the web-based Dashboard system and are also available in Word document format. In addition to using the self-reflection tools to report its progress on the local performance indicators to stakeholders and the public, an LEA may use the self-reflection tools as a resource when reporting results to its local governing board. The approved self-reflection tools are provided below.

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

LEAs will provide the information below:

- Number/percentage of misassignments of teachers of ELs, total teacher misassignments, and vacant teacher positions
- Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home
- Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Teachers	Number	Percent
Misassignments of Teachers of English Learners	0	0
Total Teacher Misassignments	0	0
Vacant Teacher Positions	0	0

Access to Instructional Materials	Number	Percent
Students Without Access to Own Copies of Standards-Aligned Instructional Materials for Use at School and at Home	0	0

Facility Conditions	Number
Identified Instances Where Facilities Do Not Meet The “Good Repair” Standard (Including Deficiencies and Extreme Deficiencies)	0

Implementation of State Academic Standards (LCFF Priority 2)

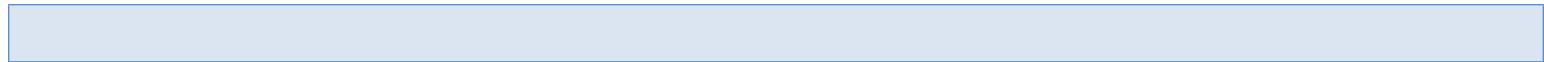
LEAs may provide a narrative summary of their progress in the implementation of state academic standards based on locally selected measures or tools (Option 1). Alternatively, LEAs may complete the optional reflection tool (Option 2).

OPTION 1: Narrative Summary (Limited to 3,000 characters)

In the narrative box provided on the Dashboard, identify the locally selected measures or tools that the LEA is using to track its progress in implementing the state academic standards adopted by the state board and briefly describe why the LEA chose the selected measures or tools.

Additionally, summarize the LEA’s progress in implementing the academic standards adopted by the SBE, based on the locally selected measures or tools. The adopted academic standards are:

- English Language Arts (ELA)-Common Core State Standards for ELA
- English Language Development (ELD) (Aligned to Common Core State Standards for ELA)
- Mathematics-Common Core State Standards for Mathematics
- Next Generation Science Standards
- History-Social Science
- Career Technical Education
- Health Education Content Standards
- Physical Education Model Content Standards
- Visual and Performing Arts
- World Language



OPTION 2: Reflection Tool

Recently Adopted Academic Standards and/or Curriculum Frameworks

1. Rate the LEA’s progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA					5
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics					5
Next Generation Science Standards				4	
History-Social Science				4	

2. Rate the LEA’s progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA					5

Academic Standards	1	2	3	4	5
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics					5
Next Generation Science Standards					5
History-Social Science				4	

3. Rate the LEA’s progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing).

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA				4	
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics				4	
Next Generation Science Standards				4	
History-Social Science				4	

Recently Adopted Academic Standards and/or Curriculum Frameworks

4. Rate the LEA’s progress implementing each of the following academic standards adopted by the state board for all students.

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
Career Technical Education				4	
Health Education Content Standards					5
Physical Education Model Content Standards				4	
Visual and Performing Arts				4	
World Language					5

Support for Teachers and Administrators

5. Rate the LEA’s success at engaging in the following activities with teachers and school administrators during the prior school year (including the summer preceding the prior school year).

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
Identifying the professional learning needs of groups of teachers or staff as a whole			3		
Identifying the professional learning needs of individual teachers			3		
Providing support for teachers on the standards they have not yet mastered			3		

Optional Narrative (Limited to 1,500 characters)

6. Provide any additional information in the text box provided in the Dashboard that the LEA believes is relevant to understanding its progress implementing the academic standards adopted by the state board.

Parent and Family Engagement (LCFF Priority 3)

This self-reflection tool is organized into three sections. Each section includes promising practices in family engagement:

- 1. Building Relationships between School Staff and Families
- 2. Building Partnerships for Student Outcomes
- 3. Seeking Input for Decision-making

LEAs use this self-reflection tool to reflect on its progress, successes, needs and areas of growth in family engagement policies, programs, and practices. This tool will enable an LEA to engage in continuous improvement and determine next steps to make improvements in the areas identified.

The results of the process should be used to inform the LCAP and the development process, to assess prior year goals, actions and services as well as to plan or modify future goals, actions, and services in the LCAP.

For each statement in the table below -

- 1. Identify the diverse stakeholders that need to participate in the self-reflection process in order to ensure input from all groups of families, staff and students in the LEA, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
- 2. Engage stakeholders in determining what data and information will be considered to complete the self-reflection tool. LEAs should consider how the practices apply to families of all student groups, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.

3. Based on the analysis of data, identify the number which best indicates the LEA’s current stage of implementation for each practice using the following rating scale (lowest to highest):
 - 1 - Exploration and Research Phase
 - 2 - Beginning Development
 - 3 - Initial Implementation
 - 4 - Full Implementation
 - 5 - Full Implementation and Sustainability
4. Write a brief response to the prompts following each of the three sections.
5. Use the information from the self-reflection process to inform the LCAP and the LCAP development process, as well as the development of other school and district plans.

Building Relationships

- Rating Scale (lowest to highest) -
- 1 - Exploration and Research Phase
 - 2 - Beginning Development
 - 3 - Initial Implementation
 - 4 - Full Implementation
 - 5 - Full Implementation and Sustainability

Building Relationships	1	2	3	4	5
1. Rate the LEA’s progress in developing the capacity of staff (i.e. administrators, teachers, and classified staff) to build trusting and respectful relationships with families.					5
2. Rate the LEA’s progress in creating welcoming environments for all families in the community.				4	
3. Rate the LEA’s progress in supporting staff to learn about each family’s strengths, cultures, languages, and goals for their children.				4	
4. Rate the LEA’s progress in developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families.					5

Dashboard Narrative Box (Limited to 3,000 characters)

Briefly describe the LEA’s current strengths and progress in this area, and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families.

Strengths

CPCS successfully engages in pupil and family outreach. CPCS offers two way communication via the school's website, email, phone, text, Parent Square messaging, School Site Council (Parent Advisory Committee), and virtual meetings. Parents agree that the school communicates community resources that are available to their family. In data collected from stakeholder surveys, 98.3% of parents feel satisfied with opportunities to provide input and participate in their child's education. 98.3% of parents indicate that they feel their input is valued. 100% of students agreed that their teacher is available to them when they need help and support with their schoolwork. 100% of students agree that their teacher cares about their education and helps them succeed. 97.9% of students report that they feel safe at school. 89.6% of students report that they know they have someone at school to talk to for support if they have a problem. 98.3% of parents are satisfied with their child's school overall. 91.7% of students express an overall satisfaction with their school.

Focus Area

To the greatest extent possible, CPCS would like to focus on paring families whose primary language is a language other than English with a bilingual homeroom teacher that can facilitate meetings and support meaningful communication with parents in their primary language.

CPCS will continue to offer two way communication opportunities and opportunities to participate in the school community for all education partners, including families whose primary language may be a language other than English.

Building Partnerships for Student Outcomes

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Building Partnerships	1	2	3	4	5
1. Rate the LEA’s progress in providing professional learning and support to teachers and principals to improve a school’s capacity to partner with families.				4	
2. Rate the LEA’s progress in providing families with information and resources to support student learning and development in the home.				4	
3. Rate the LEA’s progress in implementing policies or programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes.					5
4. Rate the LEA’s progress in supporting families to understand and exercise their legal rights and advocate for their own students and all students.				4	

Dashboard Narrative Box (Limited to 3,000 characters)

Briefly describe the LEA’s current strengths and progress in this area, and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families.

Strengths

CPCS assigns each pupil to a homeroom teacher. The primary role of the homeroom teacher is to work with each student and family in an effort to develop a personalized learning plan and success plan for each student. Homeroom teachers use student interest surveys in an effort to better understand student strengths and weaknesses and to gain a clear understanding of what resources and supports could best serve in supporting individual students in the independent study program. Homeroom teachers partner with parents in providing information and support that can assist their child in successfully engaging in school and reaching success. In data collected from stakeholder surveys, 81.3% of parents stated that they participate in meetings with their child's teacher to discuss and set education goals for their child. 95.5% of students responded that they agree that their teacher is available to help them and support them with their school work. 95.5% of students agree that their teacher helps them to set goals to be successful in school. 100% of students stated that their teacher cares about their education and helps them to succeed. 90.9% of students stated that if they have a problem, they know they have someone at school that they can talk to for support and 97.7% of students stated that overall, they are satisfied with their school. CPCS is consistent in supporting families to understand their legal rights and advocate for their children. Parent rights are reviewed in IEP and 504 plan meetings. CPCS maintains a uniform complaint policy and makes the uniform complaint form available to school stakeholders.

Focus Area

CPCS plans to launch a Parent University program in the 22-23 school year. Parent University will be used as for parent education, resources, and support in areas that can help support their students socially, emotionally, and academically.

CPCS plans to further develop the homeless youth program by providing additional training for the homeless youth coordinator and holding regular meetings with students and families to ensure this student population in engaged in school and has every opportunity to be successful.

Seeking Input for Decision Making

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Seeking Input	1	2	3	4	5
1. Rate the LEA’s progress in building the capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision-making.				4	
2. Rate the LEA’s progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making.				4	
3. Rate the LEA’s progress in providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community.				4	
4. Rate the LEA’s progress in providing opportunities to have families, teachers, principals, and district administrators work together to plan, design, implement and evaluate family engagement activities at school and district levels.				4	

Dashboard Narrative Box (Limited to 3,000 characters)

Briefly describe the LEA’s current strengths and progress in this area, and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families.

Strengths

CPCS is currently engaged in this work as outlined in LCAP Goal 3: We will establish connections and partnerships with our families and community to increase engagement, involvement, ensure safety and satisfaction to support student learning and achievement. Effective and meaningful transparent communication will provide all stakeholders opportunities for input in decision making at the program and charter levels. Support for engaging families in advisory groups for the purpose of providing meanful input on decision making, policeis and programs, and family engagement activities are embedded in action items 3.1, 3.2, and 3.6. Parents and students provide input through homeroom meetings, back to school nights, surveys, virtual events, public meetings, school site council meetings, club meetings, WASC focus groups, and other methods of 2-way communication with the school. Based on an education partner survey, 98.3% of parents indicated that they feel satisfied with the school in providing input opportunities for them to participate in the school and their child's education.

Focus Area

The school will involve the School Site Council members (SSC serves as Parent Advisory Committee) to seek input for decision-making.

The school will offer translation of written and verbal communication when needed to support students, families, or other education partners whose primary language is a language other than English.

School Climate (LCFF Priority 6)

LEAs will provide a narrative summary of the local administration and analysis of a local climate survey that captures a valid measure of student perceptions of school safety and connectedness in at least one grade within the grade span (e.g., K–5, 6–8, 9–12) in a text box provided in the California School Dashboard (response limited to 3,000 characters). LEAs will have an opportunity to include differences among student groups, and for surveys that provide an overall score, such as the California Healthy Kids Survey, report the overall score for all students and student groups. This summary may also include an analysis of a subset of specific items on a local survey and additional data collection tools that are particularly relevant to school conditions and climate.

1. **DATA:** Reflect on the key learnings from the survey results and share what the LEA learned.
2. **MEANING:** What do the disaggregated results (if applicable) of the survey and other data collection methods reveal about schools in the LEA, such as areas of strength or growth, challenges, and barriers?
3. **USE:** What revisions, decisions, or actions has, or will, the LEA implement in response to the results for continuous improvement purposes? Why? If you have already implemented actions, did you see the results you were seeking?

LCAP Goal 3 addresses LCFF Priority 6 School Climate: Sense of Safety and School Connectedness. Goal 3: We will establish connections and partnerships with our families and community to increase engagement, involvement, ensure safety and satisfaction to support student learning and achievement. Effective, meaningful, and transparent communication will provide all education partners with opportunities for input in decision making at the program and charter levels. Action Items 3.3, and 3.5 were developed to support a safe and positive school climate.

DATA

Stakeholders actively participate in annual surveys that address the sense of safety and school connectedness. 48 students in CPCS-SD participated in the school climate survey that was available to all grade levels K-12. Participation rates were as follows: 0 students in grades K-5, 1 student in grades 6-8, and 47 students in grades 9-12. 100% of students agreed that their teacher cares about their education and helps them to succeed. 97.9% of students indicated that they feel safe a welcome to meet with their teacher to discuss their school work. 89.6% of students indicated that if they have a problem, they know someone at school they can talk to for support. 91.7% of students stated that overall, they feel satisfied with their school.

MEANING

Areas of strength are that the survey results indicate that, CPCS-SD has a high overall student approval rating, and students feel safe and connected at school. Areas of growth, barriers, and challenges include increasing the number of students and grade level representation regarding participation in the survey.

USE

CPCS will continue to maintain and grow school initiatives that support student safety and school connectedness. In the 22-23 school year, CPCS will roll out a newly adopted social emotional curriculum through Edgenuity, Brain Pop, and Little Spot of Feelings that teachers, counselors, administrators, and parents can use to support student engagement and feelings of safety and connectedness.

Access to a Broad Course of Study (LCFF Priority 7)

LEAs provide a narrative summary of the extent to which all students have access to and are enrolled in a broad course of study by addressing, at a minimum, the following four prompts:

1. Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served. (response limited to 1,500 characters)

2. Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. The summary should identify any differences across school sites and student groups in access to, and enrollment in, a broad course of study, and may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study. (response limited to 1,500 characters)
3. Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students. (response limited to 1,500 characters)
4. In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students? (response limited to 1,500 characters)

LCAP Goal 4 encapsulates LCFF Priority 7: Access to a Broad Course of Study. Action Items 4.1, 4.3, 4.4, 4.6, and 4.7 have been developed to specifically support LCFF priority 7.

1. Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served.

CPCS issues technology devices and ensures connectivity for all students in order to provide equitable access to coursework. CPCS uses a 4-year plan tool and student schedules to track student enrollment in a broad course of study. Metrics that support access are A-G course completion, graduation rates, and college and career prepared rates.

2. Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. The summary should identify any differences across school sites and student groups in access to, and enrollment in, a broad course of study, and may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study.

CPCS identifies that there are no barriers for students, including unduplicated student groups, from accessing and participating in a broad course of study, including at the secondary grade levels, access to A-G coursework, Advanced Placement courses and exams, and Career Technical Education.

3. Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students.

Barriers to high graduation rates have historically been attributed to the number of high school students that CPCS has served that enrolled as credit deficient. Although, through the comprehensive support and improvement initiatives, CPCS has significantly increased graduation rates. Barriers to high percentages of students college and career prepared historically was due to CPCS being in the initial implementation phase of the CTE Pathways.

4. In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students?

CPCS has focus it's efforts on supporting credit deficient high school students through the CSI initiatives and has seen tremendous success. Those efforts will be continued. CPCS has added CTE Academies and expanded the number of Pathways and electives offered in an effort to increase access and enrollment in Career Technical Education and increase the percentage of students that are college and career prepared.

Coordination of Services for Expelled Students – COE Only (LCFF Priority 9)

Assess the degree of implementation of the progress in coordinating instruction for expelled students in your county.

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Coordinating Instruction	1	2	3	4	5
1. Assessing status of triennial plan for providing educational services to all expelled students in the county, including:	[No response required]	[No response required]	[No response required]	[No response required]	[No response required]
a. Review of required outcome data.					
b. Identifying existing educational alternatives for expelled pupils, gaps in educational services to expelled pupils, and strategies for filling those service gaps.					
c. Identifying alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils.					
2. Coordinating on development and implementation of triennial plan with all LEAs within the county.					
3. Establishing ongoing collaboration and policy development for transparent referral process for LEAs within the county to the county office of education or other program options, including dissemination to all LEAs within the county a menu of available continuum of services for expelled students.					
4. Developing memorandum of understanding regarding the coordination of partial credit policies between district of residence and county office of education.					

Coordination of Services for Foster Youth – COE Only (LCFF Priority 10)

Assess the degree of implementation of coordinated service program components for foster youth in your county.

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Coordinating Services	1	2	3	4	5
1. Establishing ongoing collaboration and supporting policy development, including establishing formalized information sharing agreements with child welfare, probation, Local Education Agency (LEAs), the courts, and other organizations to support determining the proper educational placement of foster youth (e.g., school of origin versus current residence, comprehensive versus alternative school, and regular versus special education).					
2. Building capacity with LEA, probation, child welfare, and other organizations for purposes of implementing school-based support infrastructure for foster youth intended to improve educational outcomes (e.g., provide regular professional development with the Foster Youth Liaisons to facilitate adequate transportation services for foster youth).					
3. Providing information and assistance to LEAs regarding the educational needs of foster youth in order to improve educational outcomes.					
4. Providing direct educational services for foster youth in LEA or county-operated programs provided the school district has certified that specified services cannot be provided or funded using other sources, including, but not limited to, Local Control Funding Formula, federal, state or local funding.					
5. Establishing ongoing collaboration and supporting development of policies and procedures that facilitate expeditious transfer of records, transcripts, and other relevant educational information.					

Coordinating Services	1	2	3	4	5
6. Facilitating the coordination of post-secondary opportunities for youth by engaging with systems partners, including, but not limited to, child welfare transition planning and independent living services, community colleges or universities, career technical education, and workforce development providers.					
7. Developing strategies to prioritize the needs of foster youth in the community, using community-wide assessments that consider age group, geographical area, and identification of highest needs students based on academic needs and placement type.					
8. Engaging in the process of reviewing plan deliverables and of collecting and analyzing LEA and COE level outcome data for purposes of evaluating effectiveness of support services for foster youth and whether the investment in services contributes to improved educational outcomes for foster youth.					



Local Performance Indicator Self-Reflection

Local Educational Agency (LEA)	Contact Name and Title	Email and Phone
California Pacific Charter - Los Angeles	Christine Feher Executive Director	cfeher@cal-pacs.org 855-225-7227

Introduction

The State Board of Education (SBE) approved standards for the local indicators that support a local educational agency (LEA) in measuring and reporting progress within the appropriate priority area. The approved performance standards require a LEA to:

- Annually measure its progress in meeting the requirements of the specific LCFF priority.
- Report the results as part of a non-consent item at a regularly scheduled public meeting of the local governing board/body in conjunction with the adoption of the LCAP.
- Report results to the public through the Dashboard utilizing the SBE-adopted self-reflection tools for each local indicator.

Below are the approved standards and self-reflection tools that an LEA will use to report its progress on the local indicators.

Performance Standards

The performance standards for the local performance indicators are:

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

The LEA annually measures its progress in meeting the Williams settlement requirements at 100% at all of its school sites, as applicable, and promptly addresses any complaints or other deficiencies identified throughout the academic year, as applicable; the LEA then reports the results to its local governing board at a regularly scheduled meeting and to reports to stakeholders and the public through the Dashboard.

Implementation of State Academic Standards (LCFF Priority 2)

The LEA annually measures its progress implementing state academic standards; the LEA then reports the results to its local governing board at a regularly scheduled meeting and reports to stakeholders and the public through the Dashboard.

Parent and Family Engagement (LCFF Priority 3)

The LEA annually measures its progress in: (1) seeking input from parents in decision making and (2) promoting parental participation in programs; the LEA then reports the results to its local governing board at a regularly scheduled meeting and reports to stakeholders and the public through the Dashboard.

School Climate (LCFF Priority 6)

The LEA administers a local climate survey at least every other year that provides a valid measure of perceptions of school safety and connectedness, such as the California Healthy Kids Survey, to students in at least one grade within the grade span(s) that the LEA serves (e.g., K-5, 6-8, 9-12), and reports the results to its local governing board at a regularly scheduled meeting of the local governing board and to stakeholders and the public through the Dashboard.

Access to a Broad Course of Study (LCFF Priority 7)

The LEA annually measures its progress in the extent to which students have access to, and are enrolled in, a broad course of study that includes the adopted courses of study specified in the California Education Code (EC) for Grades 1-6 and Grades 7-12, as applicable, including the programs and services developed and provided to unduplicated students and individuals with exceptional needs; the LEA then reports the results to its local governing board at a regularly scheduled meeting and reports to stakeholders and the public through the Dashboard.

Coordination of Services for Expelled Students-County Office of Education (COE) Only (LCFF Priority 9)

The county office of education (COE) annually measures its progress in coordinating instruction as required by California EC Section 48926; the COE then reports the results to its local governing board at a regularly scheduled meeting and reports to stakeholders and the public through the Dashboard.

Coordination of Services for Foster Youth-COE Only (LCFF Priority 10)

The COE annually measures its progress in coordinating services for foster youth; the COE then reports the results to its local governing board at a regularly scheduled meeting and reports to stakeholders and the public through the Dashboard.

Self-Reflection Tools

An LEA uses the self-reflection tools included within the Dashboard to report its progress on the local performance indicator to stakeholders and the public.

The self-reflection tools are embedded in the web-based Dashboard system and are also available in Word document format. In addition to using the self-reflection tools to report its progress on the local performance indicators to stakeholders and the public, an LEA may use the self-reflection tools as a resource when reporting results to its local governing board. The approved self-reflection tools are provided below.

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

LEAs will provide the information below:

- Number/percentage of misassignments of teachers of ELs, total teacher misassignments, and vacant teacher positions
- Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home
- Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Teachers	Number	Percent
Misassignments of Teachers of English Learners	0	0
Total Teacher Misassignments	0	0
Vacant Teacher Positions	0	0

Access to Instructional Materials	Number	Percent
Students Without Access to Own Copies of Standards-Aligned Instructional Materials for Use at School and at Home	0	0

Facility Conditions	Number
Identified Instances Where Facilities Do Not Meet The “Good Repair” Standard (Including Deficiencies and Extreme Deficiencies)	0

Implementation of State Academic Standards (LCFF Priority 2)

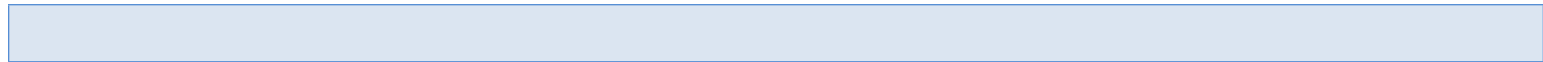
LEAs may provide a narrative summary of their progress in the implementation of state academic standards based on locally selected measures or tools (Option 1). Alternatively, LEAs may complete the optional reflection tool (Option 2).

OPTION 1: Narrative Summary (Limited to 3,000 characters)

In the narrative box provided on the Dashboard, identify the locally selected measures or tools that the LEA is using to track its progress in implementing the state academic standards adopted by the state board and briefly describe why the LEA chose the selected measures or tools.

Additionally, summarize the LEA’s progress in implementing the academic standards adopted by the SBE, based on the locally selected measures or tools. The adopted academic standards are:

- English Language Arts (ELA)-Common Core State Standards for ELA
- English Language Development (ELD) (Aligned to Common Core State Standards for ELA)
- Mathematics-Common Core State Standards for Mathematics
- Next Generation Science Standards
- History-Social Science
- Career Technical Education
- Health Education Content Standards
- Physical Education Model Content Standards
- Visual and Performing Arts
- World Language



OPTION 2: Reflection Tool

Recently Adopted Academic Standards and/or Curriculum Frameworks

1. Rate the LEA’s progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA					5
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics					5
Next Generation Science Standards				4	
History-Social Science				4	

2. Rate the LEA’s progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA					5

Academic Standards	1	2	3	4	5
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics					5
Next Generation Science Standards					5
History-Social Science				4	

3. Rate the LEA’s progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing).

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA				4	
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics				4	
Next Generation Science Standards				4	
History-Social Science				4	

Recently Adopted Academic Standards and/or Curriculum Frameworks

4. Rate the LEA’s progress implementing each of the following academic standards adopted by the state board for all students.

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
Career Technical Education				4	
Health Education Content Standards					5
Physical Education Model Content Standards				4	
Visual and Performing Arts				4	
World Language					5

Support for Teachers and Administrators

5. Rate the LEA’s success at engaging in the following activities with teachers and school administrators during the prior school year (including the summer preceding the prior school year).

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
Identifying the professional learning needs of groups of teachers or staff as a whole			3		
Identifying the professional learning needs of individual teachers			3		
Providing support for teachers on the standards they have not yet mastered			3		

Optional Narrative (Limited to 1,500 characters)

6. Provide any additional information in the text box provided in the Dashboard that the LEA believes is relevant to understanding its progress implementing the academic standards adopted by the state board.

Parent and Family Engagement (LCFF Priority 3)

This self-reflection tool is organized into three sections. Each section includes promising practices in family engagement:

- 1. Building Relationships between School Staff and Families
- 2. Building Partnerships for Student Outcomes
- 3. Seeking Input for Decision-making

LEAs use this self-reflection tool to reflect on its progress, successes, needs and areas of growth in family engagement policies, programs, and practices. This tool will enable an LEA to engage in continuous improvement and determine next steps to make improvements in the areas identified.

The results of the process should be used to inform the LCAP and the development process, to assess prior year goals, actions and services as well as to plan or modify future goals, actions, and services in the LCAP.

For each statement in the table below -

- 1. Identify the diverse stakeholders that need to participate in the self-reflection process in order to ensure input from all groups of families, staff and students in the LEA, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
- 2. Engage stakeholders in determining what data and information will be considered to complete the self-reflection tool. LEAs should consider how the practices apply to families of all student groups, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.

3. Based on the analysis of data, identify the number which best indicates the LEA’s current stage of implementation for each practice using the following rating scale (lowest to highest):
 - 1 - Exploration and Research Phase
 - 2 - Beginning Development
 - 3 - Initial Implementation
 - 4 - Full Implementation
 - 5 - Full Implementation and Sustainability
4. Write a brief response to the prompts following each of the three sections.
5. Use the information from the self-reflection process to inform the LCAP and the LCAP development process, as well as the development of other school and district plans.

Building Relationships

- Rating Scale (lowest to highest) -
- 1 - Exploration and Research Phase
 - 2 - Beginning Development
 - 3 - Initial Implementation
 - 4 - Full Implementation
 - 5 - Full Implementation and Sustainability

Building Relationships	1	2	3	4	5
1. Rate the LEA’s progress in developing the capacity of staff (i.e. administrators, teachers, and classified staff) to build trusting and respectful relationships with families.					5
2. Rate the LEA’s progress in creating welcoming environments for all families in the community.				4	
3. Rate the LEA’s progress in supporting staff to learn about each family’s strengths, cultures, languages, and goals for their children.				4	
4. Rate the LEA’s progress in developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families.					5

Dashboard Narrative Box (Limited to 3,000 characters)

Briefly describe the LEA’s current strengths and progress in this area, and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families.

Strengths

CPCS successfully engages in pupil and family outreach. CPCS offers two way communication via the school's website, email, phone, text, Parent Square messaging, School Site Council (Parent Advisory Committee), and virtual meetings. Parents agree that the school communicates community resources that are available to their family. In data collected from stakeholder surveys, 96.6% of parents feel satisfied with opportunities to provide input and participate in their child's education. 94.3% of parents indicate that they feel their input is valued. 97.4% of students agreed that their teacher is available to them when they need help and support with their schoolwork. 100% of students agree that their teacher cares about their education and helps them succeed. 97.4% of students report that they feel safe at school. 89.5% of students report that they know they have someone at school to talk to for support if they have a problem. 98.9% of parents are satisfied with their child's school overall. 97.4% of students express an overall satisfaction with their school.

Focus Area

To the greatest extent possible, CPCS would like to focus on paring families whose primary language is a language other than English with a bilingual homeroom teacher that can facilitate meetings and support meaningful communication with parents in their primary language.

CPCS will continue to offer two way communication opportunities and opportunities to participate in the school community for all education partners, including families whose primary language may be a language other than English.

Building Partnerships for Student Outcomes

- Rating Scale (lowest to highest) -
- 1 - Exploration and Research Phase
 - 2 - Beginning Development
 - 3 - Initial Implementation
 - 4 - Full Implementation
 - 5 - Full Implementation and Sustainability

Building Partnerships	1	2	3	4	5
1. Rate the LEA’s progress in providing professional learning and support to teachers and principals to improve a school’s capacity to partner with families.				4	
2. Rate the LEA’s progress in providing families with information and resources to support student learning and development in the home.				4	
3. Rate the LEA’s progress in implementing policies or programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes.					5
4. Rate the LEA’s progress in supporting families to understand and exercise their legal rights and advocate for their own students and all students.				4	

Dashboard Narrative Box (Limited to 3,000 characters)

Briefly describe the LEA’s current strengths and progress in this area, and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families.

Strengths

CPCS assigns each pupil to a homeroom teacher. The primary role of the homeroom teacher is to work with each student and family in an effort to develop a personalized learning plan and success plan for each student. Homeroom teachers use student interest surveys in an effort to better understand student strengths and weaknesses and to gain a clear understanding of what resources and supports could best serve in supporting individual students in the independent study program. Homeroom teachers partner with parents in providing information and support that can assist their child in successfully engaging in school and reaching success. In data collected from stakeholder surveys, 90.9% of parents stated that they participate in meetings with their child's teacher to discuss and set education goals for their child. 97.4% of students responded that they agree that their teacher is available to help them and support them with their school work. 97.4% of students agree that their teacher helps them to set goals to be successful in school. 100% of students stated that their teacher cares about their education and helps them to succeed. 89.5% of students stated that if they have a problem, they know they have someone at school that they can talk to for support and 97.4% of students stated that overall, they are satisfied with their school. CPCS is consistent in supporting families to understand their legal rights and advocate for their children. Parent rights are reviewed in IEP and 504 plan meetings. CPCS maintains a uniform complaint policy and makes the uniform complaint form available to school stakeholders.

Focus Area

CPCS plans to launch a Parent University program in the 22-23 school year. Parent University will be used as for parent education, resources, and support in areas that can help support their students socially, emotionally, and academically.

CPCS plans to further develop the homeless youth program by providing additional training for the homeless youth coordinator and holding regular meetings with students and families to ensure this student population in engaged in school and has every opportunity to be successful.

Seeking Input for Decision Making

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Seeking Input	1	2	3	4	5
1. Rate the LEA’s progress in building the capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision-making.				4	
2. Rate the LEA’s progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making.				4	
3. Rate the LEA’s progress in providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community.				4	
4. Rate the LEA’s progress in providing opportunities to have families, teachers, principals, and district administrators work together to plan, design, implement and evaluate family engagement activities at school and district levels.				4	

Dashboard Narrative Box (Limited to 3,000 characters)

Briefly describe the LEA’s current strengths and progress in this area, and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families.

Strengths

CPCS is currently engaged in this work as outlined in LCAP Goal 3: We will establish connections and partnerships with our families and community to increase engagement, involvement, ensure safety and satisfaction to support student learning and achievement. Effective and meaningful transparent communication will provide all stakeholders opportunities for input in decision making at the program and charter levels. Support for engaging families in advisory groups for the purpose of providing meanful input on decision making, policeis and programs, and family engagement activities are embedded in action items 3.1, 3.2, and 3.6. Parents and students provide input through homeroom meetings, back to school nights, surveys, virtual events, public meetings, school site council meetings, club meetings, WASC focus groups, and other methods of 2-way communication with the school. Based on an education partner survey, 98.3% of parents indicated that they feel satisfied with the school in providing input opportunities for them to participate in the school and their child's education.

Focus Area

The school will involve the School Site Council members (SSC serves as Parent Advisory Committee) to seek input for decision-making.

The school will offer translation of written and verbal communication when needed to support students, families, or other education partners whose primary language is a language other than English.

School Climate (LCFF Priority 6)

LEAs will provide a narrative summary of the local administration and analysis of a local climate survey that captures a valid measure of student perceptions of school safety and connectedness in at least one grade within the grade span (e.g., K–5, 6–8, 9–12) in a text box provided in the California School Dashboard (response limited to 3,000 characters). LEAs will have an opportunity to include differences among student groups, and for surveys that provide an overall score, such as the California Healthy Kids Survey, report the overall score for all students and student groups. This summary may also include an analysis of a subset of specific items on a local survey and additional data collection tools that are particularly relevant to school conditions and climate.

1. **DATA:** Reflect on the key learnings from the survey results and share what the LEA learned.
2. **MEANING:** What do the disaggregated results (if applicable) of the survey and other data collection methods reveal about schools in the LEA, such as areas of strength or growth, challenges, and barriers?
3. **USE:** What revisions, decisions, or actions has, or will, the LEA implement in response to the results for continuous improvement purposes? Why? If you have already implemented actions, did you see the results you were seeking?

LCAP Goal 3 addresses LCFF Priority 6 School Climate: Sense of Safety and School Connectedness. Goal 3: We will establish connections and partnerships with our families and community to increase engagement, involvement, ensure safety and satisfaction to support student learning and achievement. Effective, meaningful, and transparent communication will provide all education partners with opportunities for input in decision making at the program and charter levels. Action Items 3.3, and 3.5 were developed to support a safe and positive school climate.

DATA

Education partners actively participate in annual surveys that address the sense of safety and school connectedness. 38 students in CPCS-LA participated in the school climate survey that was available to all grade levels K-12. Participation rates were as follows: 0 students in grades K-5, 0 students in grades 6-8, and 38 students in grades 9-12. 100% of students agreed that their teacher cares about their education and helps them to succeed. 97.4% of students indicated that they feel safe a welcome to meet with their teacher to discuss their school work. 89.5% of students indicated that if they have a problem, they know someone at school they can talk to for support. 91.4% of students stated that overall, they feel satisfied with their school.

MEANING

Areas of strength are that the survey results indicate that, CPCS-LA has a high overall student approval rating, and students feel safe and connected at school. Areas of growth, barriers, and challenges include increasing the number of students and grade level representation regarding participation in the survey.

USE

CPCS will continue to maintain and grow school initiatives that support student safety and school connectedness. In the 22-23 school year, CPCS will roll out a newly adopted social emotional curriculum through Edgenuity, Brain Pop, and Little Spot of Feelings that teachers, counselors, administrators, and parents can use to support student engagement and feelings of safety and connectedness.

Access to a Broad Course of Study (LCFF Priority 7)

LEAs provide a narrative summary of the extent to which all students have access to and are enrolled in a broad course of study by addressing, at a minimum, the following four prompts:

1. Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served. (response limited to 1,500 characters)

2. Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. The summary should identify any differences across school sites and student groups in access to, and enrollment in, a broad course of study, and may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study. (response limited to 1,500 characters)
3. Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students. (response limited to 1,500 characters)
4. In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students? (response limited to 1,500 characters)

LCAP Goal 4 encapsulates LCFF Priority 7: Access to a Broad Course of Study. Action Items 4.1, 4.3, 4.4, 4.6, and 4.7 have been developed to specifically support LCFF priority 7.

1. Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served.

CPCS issues technology devices and ensures connectivity for all students in order to provide equitable access to coursework. CPCS uses a 4-year plan tool and student schedules to track student enrollment in a broad course of study. Metrics that support access are A-G course completion, graduation rates, and college and career prepared rates.

2. Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. The summary should identify any differences across school sites and student groups in access to, and enrollment in, a broad course of study, and may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study.

CPCS identifies that there are no barriers for students, including unduplicated student groups, from accessing and participating in a broad course of study, including at the secondary grade levels, access to A-G coursework, Advanced Placement courses and exams, and Career Technical Education.

3. Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students.

Barriers to high graduation rates have historically been attributed to the number of high school students that CPCS has served that enrolled as credit deficient. Although, through the comprehensive support and improvement initiatives, CPCS has significantly increased graduation rates. Barriers to high percentages of students college and career prepared historically was due to CPCS being in the initial implementation phase of the CTE Pathways.

4. In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students?

CPCS has focus it's efforts on supporting credit deficient high school students through the CSI initiatives and has seen tremendous success. Those efforts will be continued. CPCS has added CTE Academies and expanded the number of Pathways and electives offered in an effort to increase access and enrollment in Career Technical Education and increase the percentage of students that are college and career prepared.

Coordination of Services for Expelled Students – COE Only (LCFF Priority 9)

Assess the degree of implementation of the progress in coordinating instruction for expelled students in your county.

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Coordinating Instruction	1	2	3	4	5
1. Assessing status of triennial plan for providing educational services to all expelled students in the county, including:	[No response required]	[No response required]	[No response required]	[No response required]	[No response required]
a. Review of required outcome data.					
b. Identifying existing educational alternatives for expelled pupils, gaps in educational services to expelled pupils, and strategies for filling those service gaps.					
c. Identifying alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils.					
2. Coordinating on development and implementation of triennial plan with all LEAs within the county.					
3. Establishing ongoing collaboration and policy development for transparent referral process for LEAs within the county to the county office of education or other program options, including dissemination to all LEAs within the county a menu of available continuum of services for expelled students.					
4. Developing memorandum of understanding regarding the coordination of partial credit policies between district of residence and county office of education.					

Coordination of Services for Foster Youth – COE Only (LCFF Priority 10)

Assess the degree of implementation of coordinated service program components for foster youth in your county.

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Coordinating Services	1	2	3	4	5
1. Establishing ongoing collaboration and supporting policy development, including establishing formalized information sharing agreements with child welfare, probation, Local Education Agency (LEAs), the courts, and other organizations to support determining the proper educational placement of foster youth (e.g., school of origin versus current residence, comprehensive versus alternative school, and regular versus special education).					
2. Building capacity with LEA, probation, child welfare, and other organizations for purposes of implementing school-based support infrastructure for foster youth intended to improve educational outcomes (e.g., provide regular professional development with the Foster Youth Liaisons to facilitate adequate transportation services for foster youth).					
3. Providing information and assistance to LEAs regarding the educational needs of foster youth in order to improve educational outcomes.					
4. Providing direct educational services for foster youth in LEA or county-operated programs provided the school district has certified that specified services cannot be provided or funded using other sources, including, but not limited to, Local Control Funding Formula, federal, state or local funding.					
5. Establishing ongoing collaboration and supporting development of policies and procedures that facilitate expeditious transfer of records, transcripts, and other relevant educational information.					

Coordinating Services	1	2	3	4	5
6. Facilitating the coordination of post-secondary opportunities for youth by engaging with systems partners, including, but not limited to, child welfare transition planning and independent living services, community colleges or universities, career technical education, and workforce development providers.					
7. Developing strategies to prioritize the needs of foster youth in the community, using community-wide assessments that consider age group, geographical area, and identification of highest needs students based on academic needs and placement type.					
8. Engaging in the process of reviewing plan deliverables and of collecting and analyzing LEA and COE level outcome data for purposes of evaluating effectiveness of support services for foster youth and whether the investment in services contributes to improved educational outcomes for foster youth.					

Coversheet

Approval of Revisions to the Employee Handbook

Section: XIII. Personnel Services
Item: A. Approval of Revisions to the Employee Handbook
Purpose: Vote
Submitted by: Corrie Amador
Related Material: 2022 Employee Handbook Revisions 9.13.2022.docx.pdf
Employee Handbook SEPTEMBER 2022 - CPCS.docx.pdf

BACKGROUND:

Revisions to federal and California State law prompted the review and revision of sections in the Employee Handbook. The revisions to the handbook will align the policies and procedures with state law effective January 1, 2022 and July 1, 2022, and will be provided to each employee electronically through the internal human resources information system.

The proposed changes to the Employee Handbook provide clarity in the eligibility and application of the following leave policies: sick leave, unpaid leave, bereavement leave, and jury duty leave. The revisions also include adjustment to the benefit eligibility tiers, the arbitration policy, and expense reimbursement policy.

The language was revised to align with changes in State law and to clarify how and when these provisions apply.

RECOMMENDATION:

It is recommended the Board approve the revisions to the Employee Handbook and direct staff to provide the revisions to all employees for acknowledgement.

CALIFORNIA PACIFIC CHARTER SCHOOLS - EMPLOYEE HANDBOOK REVISIONS SEPTEMBER 13, 2022

Location	Item
Title: Executive Director	Throughout the document the title Executive Director is replaced with CEO.
Welcome	<p><i>Our Mission:</i></p> <p><i>CalPac’s mission is to support and encourage all students to relentlessly pursue their life goals by providing an accessible, inclusive, and personalized learning community.</i></p> <p><i>Our Vision:</i></p> <p><i>California Pacific Charter Schools, in partnership with our community, will:</i></p> <p><i>Nurture - Foster an enriching school environment to nurture individuals academically, socially, and emotionally, so they are equipped to tackle academic challenges and become productive, responsible, ethical, creative, and compassionate members of society.</i></p> <p><i>Build - Forge strong, positive connections with students so they can build confidence, achieve independence, meet current and future challenges, and develop social awareness, civic responsibility, and personal growth.</i></p> <p><i>Grow - Provide our graduates with a foundation that will enable them to be college and career prepared to succeed in their post-secondary endeavors.</i></p> <p><i>Our Core Values:</i></p> <p><i>CalPac CARES</i></p> <p><i>Community, Accessible, Rigorous, Engaging, and Supportive</i></p>

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<p>Section I, A. Equal Employment Opportunity</p>	<p>Revise: Mrs. Corrie Amador <i>Assistant</i> Director of Human Resources California Pacific Charter Schools 4101 Birch Street, Suite 150 Newport Beach, CA 92660 camador@cal-pacs.org (949) 996-4556</p>
<p>Section II, A. Child Abuse and Neglect Reporting</p>	<p>Child abuse should be reported immediately by phone to a child protective agency <i>or local law enforcement such as the police or sheriff's department. Employees are advised to</i> call the local Department of Family and Children's Services (DFCS) to report child abuse and neglect. If there is a life-threatening emergency to a child however, call 9-1-1. The phone call to the DFCS is to be followed by a written report within 36 hours of receiving the information concerning the incident. There is no duty for the reporter to contact the child's parents. In fact, if a child is released to a peace officer or a child protective agency agent, the reporter shall not notify the parent as required in other instances of removal.</p> <p>Confidentiality</p> <p>A mandated reporter is required to give their name <i>to DFCS</i>. The identity of all persons who report shall be kept confidential <i>by the School</i>. Violation of statutory confidentiality is a misdemeanor. DFCS may reveal the names of reporting parties only to other investigative agencies as specified by law. No person required to report abuse will bear criminal liability for reporting. No supervisor or administrator may impede or prohibit reporting.</p>
<p>Section II, K. Certification and Licensing</p>	<p>Teachers are required to hold a current California Commission on Teacher Credentialing certificate, permit, or other commission approved document for the assignment held ("Certificated Employee"). In addition, teachers serving students identified as English Language (EL) Learners must possess the proper EL authorization. If a teacher has not received this authorization, the School will allow them one year from date of hire to obtain it and will not assign English Language Learners during that time.</p> <p>It is the responsibility of each certificated employee to ensure that credentials and permits are renewed in a timely manner and remain current. The School highly encourages all certificated staff to keep their contact information current with the Commission on Teacher Credentialing in order to receive pertinent notifications. Upon renewal of credentials or certificates, proof is to be submitted to the HR department to be copied and filed in the employee's</p>

CALIFORNIA PACIFIC CHARTER SCHOOLS - EMPLOYEE HANDBOOK REVISIONS SEPTEMBER 13, 2022

	personnel file.																
<p>Section IV, B. Employee Status</p>	<table border="1"> <thead> <tr> <th data-bbox="384 277 611 440">Employee Status</th> <th data-bbox="611 277 877 440">Teacher Facilitator (Student Caseload per Month)</th> <th data-bbox="877 277 1144 440">Exempt Certificated and Classified (FTE)</th> <th data-bbox="1144 277 1379 440">NonExempt Classified (Hours per Week)</th> </tr> </thead> <tbody> <tr> <td data-bbox="384 440 611 537">Regular Full Time</td> <td data-bbox="611 440 877 537">22+ students</td> <td data-bbox="877 440 1144 537">.7580+ FTE</td> <td data-bbox="1144 440 1379 537">320+ hours</td> </tr> <tr> <td data-bbox="384 537 611 634">Regular Part Time</td> <td data-bbox="611 537 877 634">14-21 students</td> <td data-bbox="877 537 1144 634">.5060 - .7479 FTE</td> <td data-bbox="1144 537 1379 634">24-31 20-29 hours</td> </tr> <tr> <td data-bbox="384 634 611 732">Non-Regular</td> <td data-bbox="611 634 877 732">13 or less students</td> <td data-bbox="877 634 1144 732">.459 FTE or less</td> <td data-bbox="1144 634 1379 732">1923 hours or less</td> </tr> </tbody> </table>	Employee Status	Teacher Facilitator (Student Caseload per Month)	Exempt Certificated and Classified (FTE)	NonExempt Classified (Hours per Week)	Regular Full Time	22+ students	.7580+ FTE	320+ hours	Regular Part Time	14-21 students	.5060 - .7479 FTE	24-31 20-29 hours	Non-Regular	13 or less students	.459 FTE or less	19 23 hours or less
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Non-Regular	13 or less students	.459 FTE or less	19 23 hours or less														
<p>Section VII, H. Expense Reimbursement Process</p>	<p><i>The School receives public funds for its operations and must adhere to all laws, policies, and procedures in their use. As a steward of public funds, all staff will ensure that purchases and expense reimbursements follow the board approved policies and procedures. The School will only reimburse actual and necessary business expenditures for staff. Staff shall be held accountable for good judgment regarding expenditure of tax dollars.</i></p> <p>1. Supplies</p> <p>Due to the virtual nature of this business, it may sometimes be most practical for employees to initiate purchases locally and be reimbursed for those expenses. <i>Pre-approval by a supervisor is required in the event the employee wishes to purchase an item.</i> Reasonable, actual business expenses incurred by employees for the purpose of conducting business on behalf of the School shall be reimbursed upon approval. Pre-approval by a supervisor is required in the event the employee wishes to purchase an item. Expense reimbursement requests must be submitted within thirty (30) days of the date of the expense.</p> <p>2. Travel</p> <p><i>The School supports staff development and participation in meetings and training in person as necessary. Employees are pre-approved to expense those costs associated with traveling for school-related purposes including testing and professional development. Scanned copies of original itemized receipts are required for reimbursement,</i></p>																

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~~*regardless of the amount.* All expenditures must have scanned copies of itemized original receipts, regardless of the amount.~~ The School shall not reimburse personal travel expenses including, but not limited to, alcohol, entertainment, laundry, expenses of any family member who is accompanying the employee on school-related business, personal use of an automobile, and personal losses or traffic violation fees incurred while on school business. Factors such as variances in regional costs, travel duration and extenuating circumstances will be considered when approving travel reimbursement. ~~In addition to those items listed below,~~ Associated travel fees such as parking fees, taxis/shuttles, and luggage handling are reimbursable expenses.

~~Employees are pre-approved to expense those costs associated with traveling for school-related purposes including testing and professional development. Scanned copies of original itemized receipts are required for reimbursement.~~

3. Mileage

The mileage reimbursement rate is based on the rate established by the Internal Revenue Service. Employees must include verification of miles driven either using a platform adopted by the School, or by attaching a Mapquest/Google map or the like, with the request for reimbursement.

4. Hotel Rooms

Lodging shall be for those days associated with attending the activity, including, if necessary, the night before. Good judgment shall be used to seek the most reasonable accommodations. Hotel rooms are reimbursed for employees traveling over 120 miles one way. A hotel stay for a distance less than 120 miles must have prior approval. Hotel rooms must be under ~~\$125~~**\$200** per night before taxes. If an employee chooses to stay at a hotel that exceeds this, when a hotel within price range and a 15 mile radius is available, the balance above and beyond must be deducted from the total expense on the expense report. If a hotel is not available within this price range, pre-approval of the expenditure is required. Upon checkout from the hotel, the employee must obtain and submit a zero-balance sheet in order to be reimbursed for a hotel charge.

5. Meals

Employees who are required to work or participate in training away from the regular work location may be reimbursed the cost of meal(s). Meals provided in conjunction with conferences, workshops, seminars, meetings that exceed these amounts are excluded from these limitations. No meals will be reimbursed for meals provided at/during the conference/training.

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	<p>The reimbursement rates are: \$1520 for breakfast, \$2025 for lunch, \$3035 for dinner plus service gratuity maximum of 18%. The total amount reimbursed for meals per day will not exceed \$6580. Alcohol is not reimbursable and must be deducted from any reimbursement requests. If an employee exceeds the allotment for meal expenses, the balance above the daily allocation will be deducted from the total expense on the expense report.</p> <p>6. Postage</p> <p>Employees will be reimbursed for any postage related expense requested by the School. Employees must get preapproval from a supervisor for shipping expenses and must discuss the best shipping method with the supervisor.</p> <p>7. Procedure for Expensing</p> <p>Employees must have pre-approval prior to making any purchases that will warrant reimbursement. Approval may be obtained by sending an email to the CEO with a short description of what will be purchased.</p> <p>Expense reimbursements must be submitted within thirty (30) days of the charge. Expense reports submitted after this time may not be reimbursed within the current cycle and/or may be delayed and processed in the next cycle.</p>
<p>Section IV, R. Arbitration Agreement</p>	<p>[Recommend moving this section to the end of the Handbook as a stand alone section - new Section IX. Additionally, it is recommended a signature line be added with options for the employee to voluntarily agree or disagree to participate in arbitration.]</p> <p><i>Section IX: Arbitration Agreement</i></p> <p><i>This Mutual Arbitration Agreement (“Agreement”) is entered into between California Pacific Charter Schools and the employee named below (“Employee”) (collectively the “Parties”).</i></p> <p><i>Voluntary Agreement</i></p>

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Employee understands that this is a voluntary agreement, meaning it is not a condition of employment or continued employment. Employee further understands that the School is not offering any employment-related benefit in exchange for entering into this agreement.

Agreement to Arbitrate Disputes and Claims

The School and employee mutually agree to submit to binding arbitration any and all disputes or claims they could otherwise pursue in court arising from or relating to employee's recruitment to or employment with the School, or the termination of that employment, including claims against any current or former agent or employee of the School, whether the disputes or claims arise in tort, contract, or pursuant to a statute, regulation, or ordinance now in existence or which may in the future be enacted or recognized, including, but not limited to, the following:

- claims for fraud, misrepresentation, promissory estoppel, fraudulent inducement of contract or breach of contract, whether such alleged contract or obligation be oral, written, or express or implied;
- claims for wrongful termination of employment, violation of public policy and constructive discharge, infliction of emotional distress, interference with contract or prospective economic advantage, defamation, unfair business practices, invasion of privacy;
- claims for employment discrimination, retaliation or harassment
- claims for violation of local, state or federal wage and hour laws, such as non-payment or incorrect payment of wages, sick pay, commissions, bonuses, severance, employee fringe benefits, or stock options.

The School and employee understand and agree that the arbitration of the disputes and claims covered by this Agreement shall be the sole and exclusive mechanism for resolving any and all existing and future disputes or claims arising out of employee's recruitment to or employment with the School or the termination thereof, except as set forth below.

Claims Not Covered by this Agreement

The following claims are not subject to arbitration under this Agreement: (1) claims for workers' compensation benefits, state or federal disability benefits or state unemployment benefits; (2) administrative charges or claims filed with a federal, state or local government office or agency, such as the Equal Employment Opportunity Commission ("EEOC") or any comparable state anti-discrimination agency, or the National Labor Relations Board ("NLRB"); (3) ***claims for sexual harassment or assault that occurred on or after March 3, 2022, or any other claims that, as a matter of law, the Parties cannot agree to arbitrate, or that would make this Agreement voidable under the Ending***

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Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021; ~~(3)~~(4) any claims that, as a matter of law, cannot legally be subject to arbitration; ~~(4)~~(5) claims under an employee benefit or pension plan that specifies a different arbitration procedure; **or** ~~(5)~~(6) litigation pending in a state or federal court as of the date Employee signs this Agreement; ~~or (6) claims brought pursuant to the California Labor Code Private Attorneys General Act of 2004.~~

Waiver of Right to Trial

The School and employee understand and agree that the arbitration of disputes and claims under this Agreement shall be instead of a trial before a judge or jury. The School and employee understand and agree that, by signing this Agreement, they are expressly waiving, to the fullest extent permitted by law, any and all rights to a trial before a judge or jury, regarding any disputes and claims they may have that are subject to arbitration under this Agreement.

No Consolidation of Claims / Waiver of Class Claims

The School and employee agree to individualized arbitration, with claims pertaining to different employees to be heard in separate proceedings. This means that no other person shall be entitled to join or consolidate in arbitration any claim by or against other current or former School employees. As such, except as set forth above, the School and employee agree that both the School and employee hereby waive any right to bring on behalf of other persons, or to otherwise participate in, a class, collective or representative action (i.e. a type of lawsuit in which one or several persons sue on behalf of a larger group of persons).

Arbitration Procedures; Final and Binding Award

The arbitration shall be conducted by a single neutral arbitrator in accordance with the then-current Employment Arbitration and Mediation Procedures of the American Arbitration Association (“AAA”), which can be viewed at <http://www.adr.org/employment>. The School will provide the employee with a copy of these rules upon request. The arbitration shall take place in the county of the state in which the employee is or was last employed by the School, unless the School and the employee mutually agree on a different location. All parties shall be entitled to engage in reasonable pre-hearing discovery to obtain information to prosecute or defend the asserted claims. Any disputes between the parties regarding the nature or scope of discovery shall be decided by the arbitrator. The arbitrator shall hear and issue a written ruling upon any motions brought by either party, including but not limited to, motions for summary judgment or summary adjudication of issues.

After the hearing, the arbitrator shall issue a written decision setting forth the award, if any, and explaining the basis therefore. The arbitrator shall have the power to award any type of relief that would be available in court. The arbitrator’s award shall be final and binding upon the parties and may be entered as a judgment in any court of competent jurisdiction. In the event of any conflict in the arbitration procedures set forth in this Agreement and the AAA rules specified above, the AAA rules shall control.

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Notwithstanding the foregoing, and regardless of what is provided by AAA's rules, the arbitrator will not have authority or jurisdiction to consolidate claims of different employees into one proceeding, nor shall the arbitrator have authority or jurisdiction to hear the arbitration as a class, collective or representative action.

Governing Law

The School and employee understand and agree that any disputes and claims to be arbitrated under this Agreement shall be governed by the laws of the state in which the employee was employed at the time the arbitrable disputes or claims arose. This Agreement is governed by the Federal Arbitration Act. The School and employee intend that this Agreement be limited to those claims that may legally be subject to a pre-dispute arbitration agreement under applicable law. A court construing this Agreement may therefore modify or interpret it to render it enforceable.

Costs of Arbitration

The School and employee agree that the School will bear the arbitrator's fee and any other type of expenses or cost that the employee would not be required to bear if they were free to bring the disputes or claims in court. Otherwise, the School and employee shall each bear their own attorneys' fees and costs incurred in connection with the arbitration. The arbitrator shall have the authority to award attorneys' fees and costs as required or permitted by applicable law. If there is a dispute as to whether the School or employee is the prevailing party in the arbitration, the arbitrator will decide the issue.

Severability

The School and employee understand and agree that if any term or portion of this Agreement shall, for any reason, be held to be invalid or unenforceable or to be contrary to public policy or any law, then the remainder of this Agreement shall not be affected by such invalidity or unenforceability but shall remain in full force and effect, as if the invalid or unenforceable term or portion thereof had not existed within this Agreement.

Complete Agreement

The School and employee understand and agree that this Agreement contains the complete agreement between the School and employee regarding the subjects covered in it; that it supersedes any and all contrary prior representations and agreements between the School and employee on these subjects, if any; and that it may be modified only in writing, expressly referencing this Agreement and employee by full name, and signed by an authorized representative of the School and the employee.

***Acknowledgements* ~~Knowing and Voluntary Agreement~~**

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	<p>The employee has been advised to consult with an attorney of their own choosing before signing this Agreement. The employee agrees to read this Agreement carefully and understands that by signing it, they are waiving all rights to a trial or hearing before a judge or jury with respect to any and all disputes and claims regarding employee's employment with the School or the recruitment to or termination thereof that are subject to arbitration under this Agreement.</p> <p><input type="checkbox"/> Agree to Mutual Arbitration Agreement <input type="checkbox"/> Decline to agree to Mutual Arbitration Agreement</p> <p>Employee Name: _____</p> <p>Employee Signature: _____</p> <p>Date: _____</p>
<p>Section VII, A. Wages</p>	<p>Initial step placement will be based on related prior experience, with a maximum entry placement of step five six on the board approved salary schedule. The CEO is given authority to offer a higher entry step placement in areas of shortage such as math, science, or special education in order to secure highly qualified candidates for positions. Step advances will be considered for employees who remain in paid status for at least 75% of the work year calendar. Consideration for step advancement will also be based upon the School's budget solvency, successful employee performance, and any other relevant factors.</p>

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Section VII, F. Employee Benefits	<i>Eligible employees will have the option to choose one of the following offerings:</i>			
	Exempt (FTE)	Non-Exempt (Hours per Week)	*Tiered Benefit Stipends (for Health, Dental, and/or Vision)	*Cash In Lieu of Benefits
	.75 .80+ FTE	320+ 320+ hours	\$1,300/month \$1,300/month \$15,600/annual \$15,600/annual	\$200/month \$200/month
	.560 - .749 .560 - .749 FTE	24-31 24-31 20-29 20-29 hours 14-21 14-21 Students	\$780/month \$780/month \$9,360/annual \$9,360/annual	\$100/month \$100/month
	.459 .459 FTE or less	19 19 23 23 hours or less 13 13 or less student	not eligible not eligible	not eligible not eligible
<p>Benefits go into effect the first of the month following benefit eligibility. A review of all teachers' student counts is conducted in September and February each school year for the purpose of establishing benefit eligibility. This review is called the benefits snapshot. Additionally, HR will review the student counts on the teacher's roster as of the 15th of each month in order to provide benefits to anyone who becomes eligible. If a teacher is deemed eligible for benefits based on their student count, they will be provided the opportunity to enroll in benefits with an effective date of the 1st of the following month. Benefits eligibility would then remain in place until the next snapshot review.</p>				
Section VII, G. Retirement Plan Offerings	<p>California State Teachers Retirement System (CalSTRS) The School offers a defined benefit plan through CalSTRS. Eligible credentialed employees employed at a CalSTRS school will be mandatorily enrolled in CalSTRS, and have employer and employee contributions submitted to CalSTRS on a monthly basis. Benefit information on this program is available at the CalSTRS website at www.calstrs.com.</p>			

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	<p><i>Sick leave hours may be applied as service credit through CalSTRS for retirement. Upon hire, HR will provide a certificated employee a verification of employment and transfer of sick leave form. Certificated new hires may submit this request to their former school if applicable to transfer their basic sick leave accrual balance as defined by CalSTRS. As excess sick accrual creates a financial burden for the school, only basic sick leave hours will be transferred and added to the employee's sick accrual with CalPac.</i></p>																														
<p>Section VIII, B. Sick Leave</p>	<p><i>Certificated teaching staff are required to prepare and submit substitute lesson plans and other materials necessary in advance of any absence to ensure continuity of instruction during their absence. Teachers and certificated administrators may serve as substitute support to other teachers during absences by providing instruction for homeroom or content sessions.</i></p> <p>1. Paid Sick Leave - Full Time Employees</p> <p>The School provides sick pay for full-time employees who regularly work a minimum of 30 24 hours per week. All full time classified, non-teaching-certificated and special education-certificated employees (80% FTE or greater) accrue one (1) sick day per month in paid status. Nonexempt Employees are paid semi-monthly, and will accrue the equivalent of one half day per pay period. All employees who fall under this accrual method are guaranteed to accrue a minimum of 24 hours by the 120th day of employment and subsequent accrual years in accordance with State law. <i>Employees start accruing hours on the first day of employment and must work for 30 days before they can take sick leave. Employees will be paid at their regular hourly rate when they take paid sick leave.</i></p> <table border="1" data-bbox="506 959 1724 1386"> <thead> <tr> <th colspan="6" style="background-color: #c8e6c9;">Certificated Sick Leave Accrual</th> </tr> <tr> <th colspan="6" style="text-align: center;"><i>Full Time Certificated Employees</i></th> </tr> <tr> <th>Sick Leave</th> <th>Full Time Equivalent (FTE)</th> <th>Hours Worked Per Week</th> <th>Non-Exempt: Per Pay Period</th> <th>Exempt: Per Pay Period</th> <th>Total Sick Hours Accrued Monthly</th> </tr> </thead> <tbody> <tr> <td>Tier 2</td> <td>.80 to 1.0 FTE</td> <td>32+ hours</td> <td>4/4</td> <td>8</td> <td>8</td> </tr> <tr> <td>Tier 1</td> <td>.60 to .79 FTE</td> <td>24 to 31.9 hours</td> <td>3/3</td> <td>6</td> <td>6</td> </tr> </tbody> </table>	Certificated Sick Leave Accrual						<i>Full Time Certificated Employees</i>						Sick Leave	Full Time Equivalent (FTE)	Hours Worked Per Week	Non-Exempt: Per Pay Period	Exempt: Per Pay Period	Total Sick Hours Accrued Monthly	Tier 2	.80 to 1.0 FTE	32+ hours	4/4	8	8	Tier 1	.60 to .79 FTE	24 to 31.9 hours	3/3	6	6
Certificated Sick Leave Accrual																															
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Tier 1	.60 to .79 FTE	24 to 31.9 hours	3/3	6	6																										

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(Combine to one sick accrual table for all staff working at least 60% or 24 hours/week. Delete this table.)

Classified Sick Accrual <i>Full Time Certificated Employees</i>					
Sick Leave	Full Time Equivalent (FTE)	Hours Worked Per Week	Non-Exempt: Per Pay Period	Exempt: Per Pay Period	Total Sick Hours Accrued Monthly
Tier 2	.80 to 1.0 FTE	32+ hours	4/4	8	8
Tier 1	.60 to .79 FTE	24 to 31 hours	3/3	6	6

2. Paid Sick Leave – Part Time, Per Diem, Seasonal, and Temporary Employees

The School provides all part-time (*less than 60% FTE*), per diem, seasonal and temporary employees who work at least 30 days in California within a year with at least 24 hours (3 days) of paid sick leave in a 12 month period. Employees will be paid at their regular hourly rate when they take paid sick leave.

Employees start accruing hours on the first day of employment and must work for 30 days before they can take sick leave. Employees earn at least 1 hour of paid leave for every 30 hours worked. Employees may accrue more than 24 hours (3 days) of paid sick leave in a year. Sick leave accrual will be capped at 48 hours (6 days), in compliance with both state and city ordinances.

Sick Accrual <i>Part Time, Per Diem, Seasonal, and Temporary Employees</i>					
Sick Leave	Full Time Equivalent (FTE)	Hours Worked Per Week	Non-Exempt: Per Pay Period	Exempt: Per Pay Period	Total Sick Hours Accrued Monthly
Tier 1	.60 - .79	24-31.6	3/3	6	6

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	<table border="1"> <tr> <td data-bbox="506 159 701 297"><i>California Sick Leave Policy</i></td> <td data-bbox="701 159 915 297"><i>.59 or less</i></td> <td data-bbox="915 159 1159 297"><i>23.6 or less</i></td> <td data-bbox="1159 159 1346 297"><i>2/2</i></td> <td data-bbox="1346 159 1528 297"></td> <td data-bbox="1528 159 1730 297"><i>4</i></td> </tr> </table>	<i>California Sick Leave Policy</i>	<i>.59 or less</i>	<i>23.6 or less</i>	<i>2/2</i>		<i>4</i>
<i>California Sick Leave Policy</i>	<i>.59 or less</i>	<i>23.6 or less</i>	<i>2/2</i>		<i>4</i>		
<p>Section VIII, F. Bereavement Leave</p>	<p>The School grants leave of absence to benefited employees (employees with at least 60% employment) in the event of the death of the employee’s current spouse, child, parent, parents-in-law, legal guardian, brother, sister, grandparent, grandchild, or mother, father, sister, brother, son-in-law, or daughter-in-law, step-parents, foster parents, foster children, and domestic partners. An employee with a death in the family may take up to three (3) consecutive scheduled work days off with pay with the approval of the supervisor. In the event services are located out-of-state, the allowed time off will be five (5) days. An employee may be granted up to ten (10) days of bereavement leave for the death of the employee’s spouse/domestic partner or child.</p> <p><i>An employee requesting bereavement leave should notify their supervisor as soon as possible for support in ensuring release time and coverage of their duties. If an employee receives notice of the death of a family member while at work, the employee may be excused from their regularly scheduled duties for the remainder of the workday and that day will not count as bereavement leave. The employee will be paid for that day as if they had completed the full workday.</i></p> <p><i>Paid bereavement leave will be granted according to the following schedule:</i></p> <ul style="list-style-type: none"> ● <i>Employees are allowed up to ten (10) consecutive days off from regularly scheduled duty with regular pay in the event of the death of the employee’s spouse, domestic partner, child, or stepchild.</i> ● <i>Employees are allowed up to five (5) consecutive days off from regularly scheduled duty with regular pay in the event of the death of the employee’s parent, stepparent, parent-in-law, brother, sister, stepsibling, or an adult who stood in loco parentis to the employee during childhood.</i> ● <i>Employees are allowed one (1) day off from regularly scheduled duty with regular pay in the event of the death of the employee's extended family member (i.e. sister/brother-in-law, aunt, uncle, or cousin).</i> ● <i>Employees are allowed up to four (4) hours of bereavement leave to attend the funeral of a fellow CalPac employee or the employee’s close personal friend.</i> <p><i>Bereavement leave may be taken intermittently with prior approval of the supervisor in no less than four hour increments. If an employee requires more than the allocated time off for bereavement leave, the employee may use accumulated sick days and/or vacation time (if applicable). Nonwork days or holidays will not count as bereavement leave. Employees may take the equivalent of one additional day of bereavement leave for the purpose of travel if the services are located out of state. The CEO or designee may approve additional unpaid time off with preapproval.</i></p>						

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	<p><i>Bereavement pay is calculated based on the base pay rate at the time of absence, and it will not include any special forms of compensation, such as incentives, commissions, bonuses, overtime, or shift differentials. Employees under discipline for attendance issues may be required to provide documentation with regard to their bereavement leave.</i></p>
<p>Section VIII, I. Jury Duty and Witness Leave Judicial Leave</p>	<p>The School encourages employees <i>as part of their civic responsibilities</i> to serve on jury duty when called. <i>The School provides judicial leave to eligible employees who are called to serve as jurors or who are summoned to appear as witnesses in a judicial proceeding, pursuant to a subpoena, or a court order.</i> Postponement to non-instructional or off-peak department times <i>such as the start or end of the school year, during state testing windows, at the end of grading periods, or for departments during significant high volume periods</i> is encouraged in order to minimize the impact to the School's operations.</p> <ul style="list-style-type: none"> ● <i>Seasonal and part-time employees working less than 24 hours per week will be provided unpaid time off to participate in jury duty.</i> ● <i>Regular classified and certificated employees will receive their full pay while serving up to seven (7) days of judicial leave. The seven days will be calculated as the equivalent to the employee's regular work schedule. For example, an employee who works six (6) hours per day would be eligible for a total of 42 hours of judicial leave.</i> ● <i>With pre approval from the supervisor, nonexempt employees may work an alternate schedule in coordination with their leave in order to maintain full or partial paid status for the duration of the leave in excess of seven (7) paid days if applicable.</i> ● <i>Exempt employees called for jury duty will receive full salary for the time spent on leave beyond the initial seven (7) days, unless they are on leave for an entire workday during which no work is performed. Exempt employees are expected to monitor and respond to any urgent communications within 24 business hours, perform any critical job duties, and must consult with their supervisor to ensure coverage of duties during their absence.</i> <p>The employee should must notify HR and their supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. Any employee summoned for jury duty must provide HR with an authentic summons, subpoena, or notice for such duty and upon returning to work must present proof of jury duty service,</p>

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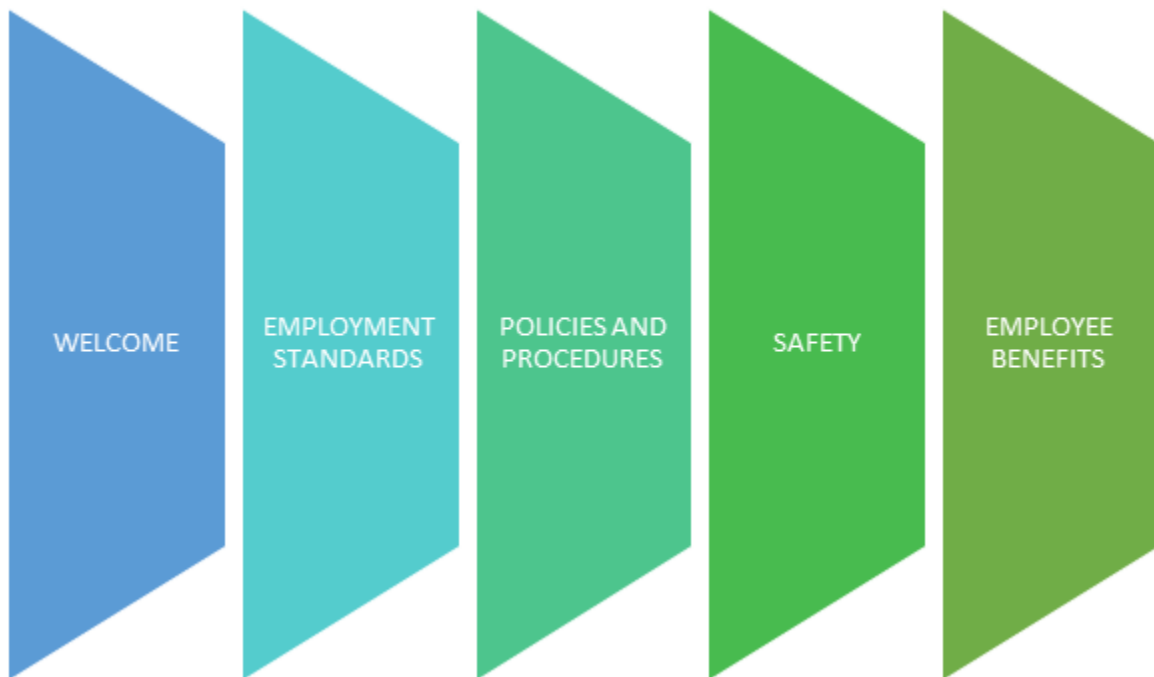
	<p>including the dates of the employee’s service. Employees are expected to return to work if they are excused for jury duty during their regular working hours.</p>
<p>Section VIII, O. Other Types of Leaves</p>	<ul style="list-style-type: none"> • <i>Unpaid Personal Leave: An employee may need to take time off from work that is not covered by the available paid leave policies. In this case, the employee may submit a request to their supervisor for unpaid time off. Unpaid personal leave is limited to no more than four (4) days per fiscal year and must be preapproved by the supervisor. A day is calculated to mean the equivalent of the employee’s workday. Except in emergency situations, unpaid leave will not be granted during the first two weeks of school, the last two weeks of school, during testing windows, or at other times deemed essential by the supervisor to ensure student instruction and/or school operations.</i>



California Pacific Charter Schools

Employee Handbook

September 2022



The Employee Handbook may not be changed in any way without express written approval from the Board of Directors.

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Welcome to CalPac!

We are glad to have you on our team! You have joined an organization that focuses on the execution of high quality personalized learning models that allow a flexible environment using innovative delivery methods and technology to foster empowered, life-long learners. As an organization we seek to hire and retain high caliber individuals to meet our vision of extraordinary education.

Our Mission: CalPac's mission is to support and encourage all students to relentlessly pursue their life goals by providing an accessible, inclusive, and personalized learning community.

Our Vision: California Pacific Charter Schools, in partnership with our community, will:
Nurture - Foster an enriching school environment to nurture individuals academically, socially, and emotionally, so they are equipped to tackle academic challenges and become productive, responsible, ethical, creative, and compassionate members of society.

Build - Forge strong, positive connections with students so they can build confidence, achieve independence, meet current and future challenges, and develop social awareness, civic responsibility, and personal growth.

Grow - Provide our graduates with a foundation that will enable them to be college and career prepared to succeed in their post-secondary endeavors.

Our Core Values: CalPac CARES

Community, Accessible, Rigorous, Engaging, and Supportive

We truly value our employees and have developed this Employee Handbook (handbook) to assist you with understanding our policies, procedures, and performance expectations. Keep in mind that the employee is responsible for reading and understanding the handbook as well as any posted revisions; however, if anything is unclear to you, please discuss the matter with your supervisor or Human Resources (HR). As a team member we want you to have a long and successful career with us - where you can make an impact on student education. We sincerely hope that you will find your employment here to be one of enrichment, collaboration, and an overall professionally rewarding experience.

Best wishes for a wonderful school year!

The Leadership Team

Right to Revise

This handbook is the employee's guide to understanding the provisions of their employment with California Pacific Charter Schools ("School"). Please be advised that written employment agreements between the School and individuals may replace some policies/procedures in this handbook. This handbook supersedes any and all prior published handbooks and any policy, memoranda, or benefits statements that are contrary to the policies that are outlined here.

The School reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment. Any such changes must be in writing and must be signed by the CEO/Superintendent or designee.

Any written changes to this handbook will be distributed to all employees, so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this handbook.

This handbook sets forth the policies and procedures applicable to employees of the School. Employees are expected to abide by all policies in this handbook. Nothing in this handbook or in any other personnel documents creates or is intended to create a promise or representation of continued employment for any employee. Nothing in this at-will statement is intended to interfere with an employee's rights to communicate or work with others toward altering the terms and conditions of their employment.

At-Will Employment Status

School personnel are employed on an at-will basis. Employment at-will means that the employment relationship may be terminated, with or without cause and with or without advance notice at any time by the employee or the School. Nothing in this handbook shall limit the right to terminate at-will employment. No manager, supervisor, or employee of the School has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the School has the authority to make any such agreement, which is binding only if it is in writing and approved by the Board of Directors.

Though many items surrounding employment may be changed or updated (such as the eligibility of benefits, promotion, or leaves) the status as an at-will employee does not change — the employment relationship may be terminated with or without cause and with or without advance notice, at any time by the employee or the School.

Section I: Nondiscrimination Policies

A. Equal Employment Opportunity

The School is an equal opportunity employer and makes employment decisions on the basis of merit. Selections for employment focus on the candidates whose training and experience most closely align with the position requirements, and fit with the School's mission, vision, and values. School policy prohibits unlawful discrimination based on actual or perceived race (including traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks and twists), color, creed, actual or perceived gender (including gender identity and gender expression), religion (all aspects of religious beliefs, observance or practice, including religious dress or grooming practices), marital status, registered domestic partner status, status as a victim of domestic violence, assault or stalking, age (40 and over), ethnicity, national origin or ancestry (including language use restrictions), citizenship, physical, intellectual or mental disability (including HIV and AIDS), medical condition (including cancer or a record or history of cancer, and genetic characteristics), family or medical leave status, sex (including pregnancy, childbirth, breastfeeding or a related medical condition), genetic information, sexual orientation, political affiliation, military and veteran status or any other consideration made unlawful by federal, state, or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship. The School's management is responsible for adherence to this policy; however, in the final analysis, attainment of this goal of equal employment opportunity and enrichment through diversity depends on the commitment and good faith effort of everyone.

The School will comply with all applicable equal employment and discrimination laws, including Title IX, the California Fair Employment and Housing Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and all other applicable laws. Additionally, Title IX prohibits discrimination on the basis of sex in education programs or activities by recipients of federal financial assistance. The School does not discriminate in the educational program or any activities which it operates, including employment in such programs and activities.

The School will continually strive to recruit and retain highly qualified employees and remain a competitive public school employer, including examining employee evaluation and compensation, and discipline/dismissal practices regularly.

In accordance with the School's Equal Employment and Nondiscrimination Policies, the School designates the following position(s) as the Title IX Coordinator and Coordinator for Nondiscrimination in Employment:

Mrs. Corrie Amador
Assistant Director of Human Resources
California Pacific Charter Schools
4101 Birch Street, Suite 150
Newport Beach, CA 92660
camador@cal-pacs.org
(949) 996-4556

Any employee or job applicant who believes they have been or are being discriminated against or harassed in violation of School policy should, as appropriate, immediately contact their supervisor, the Title IX Coordinator, or the CEO, or any person they feel comfortable going to who shall advise the employee or applicant about the School's procedures for filing, investigating, and resolving any such complaint.

Complaints regarding employment discrimination or harassment shall immediately be investigated in accordance with School's policy and regulation. Individuals may use the School's Uniform Complaint Procedures to address complaints of discrimination and harassment, including sex discrimination under Title IX. Annual notice of such policies will be provided to all employees, and a copy of such policies and procedures are available by contacting the Title IX Coordinator or HR.

Discrimination is considered a form of employee misconduct. Disciplinary action, up to and including dismissal, will be taken against any employee engaging in this type of behavior. Any supervisor or manager who has knowledge of such behavior, yet takes no action to end it, is also subject to disciplinary action up to and including dismissal.

B. Disability Accommodation

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

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job as outlined in the applicable job description should contact the HR department and discuss the need for an accommodation. The School will engage in an interactive process with the employee to identify possible accommodations, if any, which will help the applicant or employee perform the job. The School will implement reasonable accommodations that do not impose undue hardship.

C. Anti-Harassment

The School is committed to providing a work environment free of harassment, discrimination, retaliation and abusive conduct as that term may be defined by statute or

regulation then in effect at the time of the conduct. School policy prohibits conduct that is disrespectful, unprofessional as well as harassment based on actual or perceived race (including traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks and twists), color, creed, actual or perceived gender (including gender identity and gender expression), religion (all aspects of religious beliefs, observance or practice, including religious dress or grooming practices), marital status, registered domestic partner status, status as a victim of domestic violence, assault or stalking, age (40 and over), ethnicity, national origin or ancestry (including language use restrictions), citizenship, physical, intellectual or mental disability (including HIV and AIDS), medical condition (including cancer or a record or history of cancer, and genetic characteristics), family or medical leave status, sex (including pregnancy, childbirth, breastfeeding or a related medical condition), genetic information, sexual orientation, political affiliation, military and veteran status or any other consideration made unlawful by federal, state, or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

All such conduct violates school policy. The School's anti-harassment policy applies to all persons involved in the operation of the School and prohibits harassment, disrespectful or unprofessional conduct by any employee of the School, including supervisors and managers, as well as vendors, community providers, customers, independent contractors, and any other persons. It also prohibits harassment, disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

Prohibited harassment, disrespectful or unprofessional conduct includes, but is not limited to, the following behavior:

1. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
2. Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
3. Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
4. Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors;
5. Retaliation for reporting or threatening to report harassment; and
6. Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law, or by the School policy.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of their gender

can amount to sexual harassment, regardless of whether the treatment is motivated by any sexual desire.

Harassment is considered a form of employee misconduct. Disciplinary action, up to and including dismissal, will be taken against any employee engaging in this type of behavior. Any supervisor or manager who has knowledge of such behavior, yet takes no action to end it, is also subject to disciplinary action.

It is the policy of the School that no one will be retaliated against for making a good faith complaint of harassment or for cooperating in the investigation of a complaint.

An employee who believes they have been harassed, discriminated against or retaliated against may initiate the reporting process by contacting their supervisor, or, if appropriate, the next level of management (see Reporting procedure, which follows), any team member they feel most comfortable reporting to, or the HR department. All discrimination, harassment and retaliation complaints will be promptly investigated and will be treated confidentially to the extent possible, and appropriate action taken where warranted. Complaints made in good faith are protected from retaliation of any kind.

1. Sexual Harassment

The School is committed to providing a work environment that is free from sexual harassment and retaliation. Under no circumstances will sexual harassment be tolerated.

"Sexual harassment" means any unwelcome sexual advance, unwelcome requests for sexual favors, or other unwelcome verbal, visual, or physical conduct of a sexual nature made by someone from or in the educational or work setting, whether it occurs between individuals of the same sex or individuals of opposite sexes, under any of the following conditions:

1. Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's academic status, employment, or progress.
2. Submission to, or rejection of, the conduct by an individual is used as the basis for academic or employment decisions affecting the individual.
3. The conduct has the purpose or effect of having a negative impact upon the individual's academic performance, work, or progress or has the purpose or effect of creating an intimidating, hostile, or offensive educational or working environment. The conduct is sufficiently severe, persistent, pervasive or objectively offensive, so as to create a hostile or abusive educational or working environment or to limit the individual's ability to participate in or benefit from an education program or activity.
4. Submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the local agency.

"Verbal sexual harassment" includes, but is not limited to, unwelcome epithets, comments, or slurs of a sexual nature.

"Physical sexual harassment" includes, but is not limited to, assault, impeding or blocking movement, or any physical interference with work or school activities or movement when directed at an individual on the basis of sex.

"Visual sexual harassment" includes, but is not limited to, derogatory posters, cartoons, drawings, obscene gestures, or computer-generated images of a sexual nature.

"Educational environment" includes, but is not limited to, the following:

1. The main administration offices of the local agency.
2. Properties controlled or owned by the local agency.
3. Off-campus, if such activity is sponsored by the local agency, or is conducted by organizations sponsored by or under the jurisdiction of the local agency.

Sexual harassment has no place in the work environment and is prohibited by the School. Specifically, it must in no way be exercised for purposes of an intimidating effect on employment decisions such as promotion, dismissal, hiring, training, wage and salary increases, transfer, or any other matter that affects the ability of an employee to perform job duties.

Any employee who engages or participates in sexual harassment, or who aids, abets, incites, compels or coerces another to commit sexual harassment or retaliates against another individual is in violation of this policy and subject to disciplinary action up to and including dismissal.

Managers and supervisors are to ensure that no such intimidation or harmful atmosphere of unwelcome sexual overtones exist in their workplaces. Every effort should be made to sensitize themselves and their employees to the differences between purely social overtones and those intended to affect working conditions. Also, employees are responsible for respecting the rights of their co-workers. Any employee who feels they have been harassed or retaliated against, or has knowledge of any incident of harassment or retaliation on any protected basis shall immediately report such incidents to their immediate supervisor, HR, the CEO or the Title IX Coordinator and Coordinator for Nondiscrimination in Employment. If the supervisor is the harasser or has not responded to the complaint, or if not an employee, then the complainant should complain to any administrator without fear of reprisal. Employees may also report instances of sexual harassment through the School's Uniform Complaint Procedure without fear of reprisal.

2. Reporting

The School has an affirmative duty to take reasonable steps to prevent and correct discrimination and harassment. Supervisors, co-workers, and third parties are prohibited

from engaging in unlawful behavior under the Fair Employment and Housing Act or any other applicable law. Please see the list of protected categories as stated in the Equal Employment Opportunity and Anti-Harassment sections of the handbook.

The School encourages reporting of all perceived incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victim of such conduct should discuss their concerns with their immediate supervisor, manager, HR, CEO, or person they feel most comfortable and may file a complaint. The Uniform Complaint Procedures may be used for this purpose. Employees are entitled to report harassment to someone other than their direct supervisor. Supervisors are required to report all complaints to HR. In addition, the School encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that their behavior is unwelcome and request that it be discontinued. The School recognizes, however, that an individual may prefer to pursue the matter through informal or formal complaint procedures. Every effort will be made to keep such reports as confidential to the extent possible, although it is understood that an investigation will normally require the involvement of third parties. The School is serious about enforcing its policy against harassment, discrimination and retaliation. However, the School cannot resolve a harassment, discrimination or retaliation problem that it does not know about. Therefore, employees are responsible for bringing any such problems to the School's attention so it can take the necessary steps to correct the problem.

3. Investigation/Complaint Procedure

All complaints of harassment, including sexual harassment, discrimination or retaliation may be addressed through the School's Uniform Complaint Procedures. A complaint will be followed by prompt and thorough investigation conducted by an impartial and qualified individual. If the investigation substantiates the accusations, the appropriate corrective action will be taken. This may include, but not be limited to, reprimand, suspension or dismissal, depending on the nature and severity of the offense.

Complaints will be documented and the School will designate a qualified individual to track the complaint process.

a. Informal Procedure

If for any reason an individual does not wish to address the offender directly, or if such action does not successfully end the offensive conduct, the individual should notify their immediate supervisor and/or the HR department who may, if the individual so requests, talk to the alleged offender on the individual's behalf. In addition, there may be instances in which an individual seeks only to discuss matters with one of the HR designated representatives, and such discussion is encouraged. An individual reporting harassment, discrimination or retaliation should be aware, though, that the School may decide it is necessary to take action to address such conduct beyond an informal discussion. This decision will be discussed with the individual. The best course of action in any case will depend on many factors and, therefore, the informal procedure will remain flexible.

Moreover, the informal procedure is not a required first step for the reporting individual.

b. Formal Procedure

As noted above, individuals who believe they have been the victims of conduct prohibited by this policy statement or believe they have witnessed such conduct should discuss their concerns with their supervisor or the HR department. The School encourages the prompt reporting of complaints or concerns so that rapid and constructive 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. Any reported allegations of harassment, discrimination or retaliation will be investigated promptly and thoroughly. 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. Confidentiality will be maintained throughout the investigation process to the extent consistent with adequate investigation and appropriate corrective action. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, 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 the School believes appropriate under the circumstances.

4. Retaliation

Employees will not be retaliated against for complaining or participating in an investigation. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination 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 and will be promptly investigated and addressed.

5. Conclusion

This policy was developed to ensure that all employees can work in an environment free from harassment, discrimination and retaliation. The 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 any questions or concerns about these policies should talk with their supervisor or the HR department. 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 the 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 and retaliation are

intended to complement and further those policies, not to form the basis of an exception to them.

None of the procedures listed are intended to preclude an employee from pursuing claims of discrimination and/or harassment in any other forum available to the employee, including making reports of discrimination, harassment, and/or retaliation to the Department of Fair Employment and Housing and the U.S. Equal Employment Opportunity Commission.

D. Diversity Policy

The School is committed to fostering, cultivating and preserving a culture of diversity and inclusion.

Our staff is the most valuable asset we have. The collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities and talent that our employees invest in their work represents a significant part of not only the School's culture, but its reputation and achievement as well.

We embrace and encourage our employees' differences in age, color, disability, ethnicity, family or marital status, gender identity or expression, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, and other characteristics that make our employees unique.

The School's diversity initiatives are applicable—but not limited—to our practices and policies on recruitment and selection; compensation and benefits; professional development and training; promotions; terminations; and the ongoing development of a work environment built on the premise of gender and diversity equity that encourages and enforces:

- Respectful communication and cooperation between all employees.
- Teamwork and employee participation, permitting the representation of all groups and employee perspectives.
- Work/life balance through flexible work schedules to accommodate employees' varying needs.
- Employer and employee contributions to the communities we serve to promote a greater understanding and respect for diversity.

All employees of the School have a responsibility to treat others with dignity and respect at all times. All employees are expected to exhibit conduct that reflects inclusion during work, at work functions on or off the work site, and at all other school-sponsored and participative events.

Any employee found to have exhibited any inappropriate conduct or behavior against others may be subject to disciplinary action up to and including termination.

Employees who believe they have been subjected to any kind of discrimination that conflicts with the School’s diversity policy and initiatives should seek assistance from HR.

Initial_____

Section II: Employment Requirements

A. Child Abuse and Neglect Reporting

Any employee who knows or reasonably suspects a child has been the victim of child abuse shall report the instance to a child protective agency. School employees are mandated reporters and are required to report instances of child abuse when the employee has a “reasonable suspicion” that child abuse has occurred. Reasonable suspicion arises when the facts surrounding the incident or suspicion could cause another person in the same situation to suspect child abuse.

Child abuse should be reported immediately by phone to a child protective agency or local law enforcement such as the police or sheriff’s department. Employees are advised to call the local Department of Family and Children’s Services (DFCS) to report child abuse and neglect. If there is a life-threatening emergency to a child however, call 9-1-1. The phone call to the DFCS is to be followed by a written report within 36 hours of receiving the information concerning the incident. There is no duty for the reporter to contact the child’s parents. In fact, if a child is released to a peace officer or a child protective agency agent, the reporter shall not notify the parent as required in other instances of removal.

Child abuse is broadly defined as “a physical injury that is inflicted by other than accidental means on a child by another person.” Child abuse can take the following several forms:

1. Sexual abuse: Sexual abuse means, in general, sexual assault or sexual exploitation. Sexual abuse does not include children who voluntarily engage in sexual activity with children of a similar age. Pregnancy of a minor does not, in and of itself, constitute suspicion of child abuse.
2. Neglect: Neglect occurs when a child’s custodian has failed to provide adequate “food, clothing, shelter, medical care, or supervision” that may or may not have resulted in any physical injury.
3. Unlawful corporal punishment: Unlawful corporal punishment occurs when any person willfully harms or injures a child to such a degree that results in a traumatic condition.
4. Willful cruelty or unjustifiable punishment: Child abuse also includes the situation

where any “person willfully causes or permits any child to suffer unjustifiable pain or mental suffering” or when any person endangers a child’s health.

Confidentiality

A mandated reporter is required to give their name to DFCS. The identity of all persons who report shall be kept confidential by the School. Violation of statutory confidentiality is a misdemeanor. DFCS may reveal the names of reporting parties only to other investigative agencies as specified by law. No person required to report abuse will bear criminal liability for reporting. No supervisor or administrator may impede or prohibit reporting.

All employees, prior to commencing employment, are required to acknowledge the provisions of Penal Code Section 11166 regarding mandated reporting and will comply with those provisions as outlined in the employment agreement. All employees will also be subject to annual training as required by law.

Failure to Report

Failure to report suspected abuse is a misdemeanor punishable by imprisonment/fine. Any person who fails to report an instance of child abuse or neglect as required by the Child Abuse and Neglect Reporting Act is guilty of a misdemeanor with a punishment not to exceed six months in jail or \$1,000 or both.

B. Employee Access to Confidential Information

Each employee is responsible for safeguarding confidential information obtained during employment. In the course of the employee’s work, the employee may have access to confidential information regarding students, parents, suppliers, other customers, or perhaps even fellow employees without consent from that individual. The employee has the responsibility of preventing the revealing or divulging of any such information unless it is necessary for the employee to do so in the performance of their duties and in accordance with law. Access to confidential information should be on a "need-to-know" basis and must be authorized by the CEO or designee. Any breach of this policy will not be tolerated and will lead to disciplinary action and possible legal action.

Please note the release of unauthorized confidential information may result in immediate dismissal and the filing of criminal charges. Confidentiality of student information is a requirement of the law and great care must be taken to ensure it is protected. No student information will be released without the specific authorization of the CEO or designee. Employee information may be released as part of a Public Records Act request, for the purpose of employment verification with prior written approval by the employee, or as required by law.

C. Student Data/FERPA

All information contained in a student's records, including information contained in an electronic database, is confidential and maintained in accordance with the Family Educational Rights and Privacy Act (FERPA). These records are the property of the School, whose responsibility it is to secure the information against loss, defacement, tampering or use by unauthorized persons. Staff is prohibited from discussing students' academic or personal information outside the scope of performing the duties of one's position. No student's files are to be taken off premises unless granted permission by the CEO or designee. Only teachers, administrative, and office personnel are permitted to review student's files. When a file is requested from the School office, it must be signed out and returned the same day. No student files, records, forms, communication or reports may be copied without express authorization from the CEO or designee. Under no circumstances may student information be used for an employee's personal use.

Employees may not remove any materials from any student's file. Files may not leave the office building without specific written authorization from the CEO or designee. Employees who access student files are responsible to secure their contents and maintain confidentiality.

D. Conflict of Interest

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflict of interest. Such a conflict occurs when an employee is in a position to influence a decision that may result in a personal gain for the employee or for a relative as a result of the School's business dealings.

1. Personal Financial Interest

All such persons shall be neither personally nor financially interested in any contract made by them or by the school that employs them. For purposes of this policy,

- (1) "Personally interested" shall mean any situation where private and/or personal interests conflict with official duties and shall include non-economic interests such as familial relationships.
- (2) "Financially interested" shall mean any contract with an individual, entity, or company in which any such person related by blood, marriage or civil partner, any other person with a close personal relationship to any such person who has an ownership interest, an investment interest, or a familial interest, and encompasses any situation where any such person's official judgment may be influenced by personal consideration or expectation of financial gain or any compensation or consideration of any kind other than that officially provided to any such person by the School.

2. Statement of Economic Interest (Form 700)

Board members and staff who make or influence governmental decisions or financial

decisions of the organization are designated in the Conflict of Interest Code adopted by the Board of Directors. These individuals must complete and file a Statement of Economic Interest, Form 700. The Form 700 ensures transparency and accountability in alignment with the Political Reform Act.

It is the policy of this School that elected or appointed school governance body members, school administrative officers, and school employees shall not place themselves in any position where their private or personal interests may conflict with their official duties, or where they may directly or indirectly receive personal financial gain through direct or indirect personal influence.

3. Personal Relationship

Personal or romantic involvement with a competitor, supplier or employee of the School may create an actual or potential conflict of interest. Management-subordinate romantic or personal relationships can lead to issues such as claims of discrimination or favoritism, issues with performance evaluation, possible claims of sexual harassment, and morale issues. It is the responsibility of the employees involved in romantic or personal relationships with subordinates, or other personal or romantic relationships that give rise to a conflict of interest, to disclose and discuss all relevant circumstances with the supervisor or HR and possibly request a change in assignment to avoid potential problems as appropriate. Failure to disclose such circumstances may cause the School to impose disciplinary action. Moreover, any romantic or personal relationships between employees must not harm the work environment in any way. Regardless of an employee's relationship with another employee outside of work, employees are expected to remain professional at all times during work hours. The School will not discriminate on the basis of marital or relationship status, except that the School may reasonably regulate the working of spouses or relatives in the same department, division, or facility for reasons of supervision, safety, security, or morale in accordance with applicable law.

No "presumption of guilt" is created by the mere existence of a professional or personal relationship with outside firms; however, if such employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that such be disclosed so that safeguards can be established to protect all parties.

E. Anti-Nepotism Policy

The School recognizes there may be situations in which spouses or other relatives may be employed by the School at the same time. The School permits the employment of qualified family members, domestic partners, significant others and/or similar personal relationships of employees as long as such employment does not create a conflict of interest. Relationships by family, marriage, domestic partnership and/or similar personal relationship shall constitute neither an advantage nor a disadvantage to selection, promotion, salary, or other conditions of employment. The School may consider a member of an employee's immediate family for employment if the applicant possesses the qualifications for employment for the position.

The School does not prohibit the employment of relatives in the same department. However, the School does prohibit any preferential treatment toward spouses or relatives or an improper influence impacting a spouse's or relative's terms or conditions of employment. The School recognizes that at times, employees and their family members, domestic partners, significant others and/or personal relationships may be assigned to positions that create a coworker or supervisor-subordinate relationship. The School will, in its discretion, exercise sound judgment with respect to the placement of employees in these situations in order to avoid the creation or appearance of a conflict of interest, avoid favoritism or the appearance of favoritism, and decrease the likelihood of harassment in the workplace.

Employees should neither initiate nor participate, directly or indirectly, in employment actions (initial employment or appointment, retention, evaluation, promotions, salary, work assignments, leave of absence, etc.) involving family members, domestic partners, significant others and/or similar personal relationships.

The School will make reasonable efforts to assign job duties to minimize the potential for creating conflicts of interest. Notwithstanding the above, the School retains the right where such placement has the potential for creating conflicts of interest, to refuse to place immediate family members in the same department. The School retains the right to reassign or transfer any person to eliminate the potential for creating conflicts of interest.

Any potential preferential treatment or improper influence should be reported immediately to HR.

F. Employment Eligibility Verification Document

The School will only employ individuals who are authorized to work in the United States in compliance with the Immigration Reform and Control Act of 1986.

All newly hired employees must complete, as a condition of employment, the Employment Eligibility Verification Form I-9 and provide documentation establishing identity and proof of work eligibility and identification at time of hire, but no later than three (3) days of hire. If the employee is unable to produce the required documentation or a receipt/letter requesting appropriate documentation within three days, the employee will be dismissed from employment. If, after 90 days of hire, the employee has not submitted the original documents to replace the receipt/letter or, in the meantime, some other acceptable document(s), the employee will be dismissed from employment.

Former employees who are rehired must also complete the form if they have not completed an I-9 for the School within the past three years or if their previous I-9 is no longer retained or valid.

G. Fingerprinting

Each employee will be fingerprinted in conformance with legal requirements and as a condition of employment. Fingerprints are submitted to the appropriate State and Federal agencies for screening to assure that no employee has been convicted of a crime that would preclude employment by the School.

H. Criminal Background Checks

As a condition of employment, all employees are required to submit to a criminal history review through the Department of Justice. The review shall include a fingerprint submission to the DOJ. The School follows the guidelines of the California Fair Chance Act, and will conduct an individualized assessment on all background check results. The School will make hiring determinations based on California law. Certain types of criminal background findings may prevent the employer from hiring the candidate or continuing employment with a current employee. The School will factor in the nature and gravity of the crime, when the crime occurred, rehabilitation and the nature of the position all in accordance with applicable law. All results will be discussed with the applicant and/or employee before making a hiring or dismissal decision. No person employed or otherwise associated with the School, including members of the Board of Directors, who have been convicted of or have pleaded nolo contendere to a crime related to misappropriation of funds or theft shall be engaged in direct processing of charter school funds.

I. Employment Application/Data

The School relies upon the accuracy of the information presented during the application process, as well as the accuracy of other data presented throughout the hiring process and employment relationship. As such, any omission or misstatement of material fact in any of this information may result in the School excluding the individual from further consideration for employment or, if already hired, termination of employment.

J. Employment Verifications

The School will only respond to employment verification inquiries that are received in writing. All such inquiries, whether for current or former employees, must be directed to HR. Generally, responses will be limited to information concerning wages, employment dates, positions held, and eligibility for rehire. Release of any additional information will require that the employee execute a release. Letters of recommendation must be approved by HR to ensure the accuracy and appropriateness of the information being released.

K. Certification and Licensing

Teachers are required to hold a current California Commission on Teacher Credentialing certificate, permit, or other commission approved document for the assignment held (“Certificated Employee”). In addition, teachers serving students identified as English

Language (EL) Learners must possess the proper EL authorization.

It is the responsibility of each certificated employee to ensure that credentials and permits are renewed in a timely manner and remain current. The School highly encourages all certificated staff to keep their contact information current with the Commission on Teacher Credentialing in order to receive pertinent notifications. Upon renewal of credentials or certificates, proof is to be submitted to the HR department to be copied and filed in the employee's personnel file.

L. Mandatory Tuberculosis Testing

In order to ensure the health and safety of all students and staff of the School, all newly hired employees must submit proof of a negative TB Risk Assessment or TB test by a licensed healthcare provider that has been administered within sixty (60) days prior to hire. A TB test may include an intradermal skin test or an X-ray of the lungs. An individual hired from another California School may request their prior school provide proof of the individual's TB Risk Assessment or TB test. TB Risk Assessments and TB tests are considered expired after four (4) years from the date they are administered and a proof of a new assessment or test must be submitted to HR in order to continue in employment. Pregnant employees are exempt from providing proof of a TB test for at least sixty (60) days from the end of their pregnancy.

The School will reimburse the cost of the tuberculosis risk assessment and/or the test for all current employees with proof of receipt.

[See also Board Policy 4013]

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Section III: Standards of Conduct

The School expects all employees to comply with School rules, policies, and regulations as set forth in this handbook. Any employee who fails to do so will be subject to disciplinary action at the School's sole discretion, which management deems appropriate under the circumstances. Such disciplinary action may include, but is not limited to, oral and written warnings, mandatory training, or termination of employment. Any employee's receipt of, participation in or completion of School-required disciplinary action shall not, under any circumstances, limit or alter the School's at-will employment policy, which allows either the School or the employee to terminate the employment relationship at any time, with or without notice, and with or without cause.

A. Freedom from Violence

The School expressly prohibits any acts or threats of violence by any School employee or former employee against any other individual. The School will also not condone any acts or threats of violence against school employees, students or affiliates while engaged in

business with or on behalf of the School.

To ensure that the School's objective in this regard is attained, it is the commitment of the School:

1. To provide a safe and healthful work environment, in accordance with the School's safety and health policy.
2. To take prompt remedial action up to and including immediate termination, against any employee who engages in any threatening behavior or acts of violence or who uses any obscene, abusive, or threatening language or gestures.
3. To take appropriate action when dealing with customers, former employees, or visitors to school functions who engage in such behavior. Such action may include notifying the police or other law enforcement personnel and prosecuting violators of this policy to the maximum extent of the law.
4. To prohibit employees, former employees, students, and visitors from bringing unauthorized firearms or other weapons to school, work and non-work related gatherings, meetings and functions.
5. To establish viable security measures to ensure that school meetings and gatherings are safe and secure to the extent possible and to properly handle access to school facilities by the public, off-duty employees, and former employees.

The School will not tolerate any type of workplace violence committed by or against its employees. Employees who violate this policy will be subject to disciplinary action, up to and including discharge. Prohibited conduct includes, but is not limited to:

1. Causing physical injury to another person.
2. Making threatening remarks.
3. Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another person to emotional distress.
4. Possession or threat of using a weapon on the premises and/or at work related events, meetings and gatherings.

Employees who display a tendency to engage in violent, abusive, or threatening behavior, as determined by the School, in its sole discretion, may be referred for counseling or other appropriate treatment.

In furtherance of this policy, employees have a "duty to warn" their supervisors or a HR representative of any suspicious workplace activity or situations or incidents that they observe or that they are aware of that involve other employees, former employees, customers, or visitors and that appear problematic. The welfare of all employees depends upon the alertness and sensitivity of every individual to potential security risks. Employee reports made pursuant to this policy will be held in confidence to the extent possible. The School will not condone any form of retaliation against any employee for making a report under this policy.

The School has developed guidelines to help maintain a secure workplace.

1. Every employee is directed to report any suspicious persons or activities to the CEO or designee:
 - a. Such as persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas.
 - b. Persons who make threats or acts of violence, aggressive behavior, offensive acts, discussion of bringing weapons into the workplace, threatening or offensive comments or remarks, and the like.
2. Employees should immediately notify the CEO or designee when other employees or outsiders express anger and make threats against the School or behave in a manner suggesting the possibility of violent activity.
3. Finally, those working in the School's office must also ensure that doors are locked and alarms are activated when applicable.

B. Prohibited Conduct

Employees are expected to conduct themselves in a manner to further the School's objectives.

The following conduct is prohibited and will not be tolerated by the School. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and School operations may also be prohibited and will result in disciplinary action up to and including termination.

1. Falsifying employment records, employment information, or other School records;
2. Inefficient or careless performance of job responsibilities or inability to perform job duties satisfactorily;
3. Falsifying any timecard - recording the work time of another employee or allowing any other employee to record another employee's work time, either one's own or another employee's;
4. Theft and deliberate or careless damage or destruction of any School property, or the property of any employee or customer;
5. Removing or borrowing School property without prior authorization;
6. Unauthorized use or misuse of School equipment, time, materials, or facilities;
7. Provoking a fight or fighting during working hours or on School property;
8. Participating in horseplay or practical jokes on School time or on School premises;
9. Carrying firearms or any other dangerous weapons on School premises at any time;
10. Engaging in criminal conduct whether or not related to job performance;
11. Causing, creating, or participating in a disruption of any kind during working hours on School property;

12. Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a colleague;
13. Using abusive, threatening or intimidating language at any time on School premises;
14. Initiating or participating in gossip or slander of other employees, parents, or students;
15. Failing to notify a supervisor when unable to report to work;
16. Unreported absence of three (3) days;
17. Failing to obtain permission to leave work for any reason during normal working hours;
18. Failing to observe working schedules, including rest breaks and meal periods;
19. Failing to provide a physician's certificate when requested or required to do so;
20. Sleeping or malingering on the job;
21. Making or accepting personal phone calls, text or email messages during working hours to the extent that it interferes with the performance expectations of the assignment, except in cases of emergency or extreme circumstances;
22. Working overtime without authorization or refusing to work assigned overtime;
23. Violation of dress standards;
24. Violating any safety, health, security or School policy, rule, procedure or violation of the School's drug and alcohol policy;
25. Committing a fraudulent act or a breach of trust under any circumstances;
26. Committing or involvement in any act of unlawful harassment of another individual;
27. Failing to promptly report work-related injury or illness;
28. Any other action or behavior, which could harm the School's, parents', or students' interest.

This statement of prohibited conduct does not alter the School's policy of at-will employment. Either the employee or the School remains free to terminate the employment relationship at any time, with or without reason or advance notice.

C. Physical Contact with Students and Other Staff Members

It is the policy of the School that no staff member will use corporal punishment against a student. This prohibition includes: spanking, slapping, pinching, hitting or the use of any other physical force as retaliation or correction for inappropriate behavior. While the use of appropriate touching is part of daily life and is important for student development, a teacher and staff member must ensure that they do not exceed appropriate behavior. If a child or other staff member specifically requests that the individual not be touched, then that request must be honored without question.

The following forms of touching are never appropriate:

1. Sexually motivated physical conduct or touching
2. Angry or violently motivated touching
3. Inappropriate or lengthy embraces
4. Kissing of any kind
5. Corporal punishment
6. Sitting student on one's lap
7. Touching buttocks, chests or genital areas
8. Pushing a person or another person's body part
9. Showing affection in isolated areas
10. Wrestling with students or other staff members
11. Bench-pressing another person
12. Tickling
13. Piggyback rides
14. Massages
15. Any form of unwanted affection
16. Any form of sexual contact
17. Poking fingers at another person that results in an offensive contact
18. Having a student in an employee's vehicle or transporting a student
19. Intentionally being alone with a student
20. Any touching that would lead a responsible person to suspect inappropriate behavior.

For additional examples of unacceptable and acceptable Staff/Student Behaviors, see the School's Professional Boundaries Policy.

Restraining a child who is trying to engage in violent or inappropriate behavior may be permitted. Only such force as necessary to defend one's self or another or to protect property is legally allowed. Excessive force is prohibited. Violation of this policy could subject the teacher or staff member to discipline to include termination for cause. Additionally, the victim may choose to bring civil or criminal charges against the violator.

When interacting with younger children or children with a disability, an appropriate physical touch may sometimes be necessary. A touch for the purpose of redirecting or refocusing, assisting with physical care (i.e. cleaning up a small child after a bathroom accident) may be appropriate in limited circumstances although clearly inappropriate in more general circumstances.

It is impossible to define each and every instance when touching is inappropriate. Employees must use professional judgment and discretion related to physical touch.

This policy does not prevent appropriate forms of touching a student, including for the purpose of guiding them along a physical path, helping them up after a fall, engaging in a rescue or the application of Cardiopulmonary Resuscitation (CPR) or other emergency first-aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another.

D. Off-duty Conduct

While the School does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School's or their own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School's legitimate business interests or the employee's ability to perform their job may result in disciplinary action and/or dismissal as allowed by law.

E. Drug and Alcohol Free Workplace and Awareness Program

The School will comply with all federal and state regulations regarding drug and alcohol use while employees are on the job. This policy covers all School employees and violation of the School's policy related to drug use is grounds for immediate termination. The School is concerned about the use of alcohol, illegal drugs and controlled substances as it affects the workplace, the School community, and students. Though marijuana is legal in many California cities, it is still considered an illegal substance under Federal law and therefore considered an illegal substance for this policy. Use of these substances whether on or off the job can adversely affect an employee's work performance, efficiency, safety, and health and therefore seriously impair the employee's value to the School and its students. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and students and exposes the School to the risks of property loss or damage or injury to other persons. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace.

Conduct against this policy includes, but is not limited to, the following:

1. Driving a School vehicle, or a vehicle designated for school business, while under the influence of alcohol or an illegal or controlled substance;
2. Selling or purchasing an illegal or controlled substance, including while on the job, on school property, or in the presence of students;
3. Possessing or using alcohol or an illegal or controlled substance while on the job, on school property, or in the presence of students,
4. Under the influence of alcohol or an illegal or controlled substance while on the job, on school property, or in the presence of students.

The School will provide information to employees about:

1. The dangers of drug abuse in the workplace;
2. The policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and assistance programs; and
4. The penalties that the School may impose upon them for drug abuse violations occurring in the workplace.

Violation of these rules and standards of conduct will not be tolerated and may result in disciplinary action, up to and including termination of employment. The School may also bring the matter to the attention of appropriate law enforcement authorities. The School may terminate an employee who is convicted of a controlled substance offense to the extent allowed by law. Alternatively, the School may, as required or allowed in accordance with applicable law, require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

As a condition of employment, employees are required to notify the School in writing of any conviction for a violation of a criminal drug statute. Such notification must be made no more than five (5) calendar days after the conviction. The School may, as required by applicable law, notify federal or state agencies of any applicable employee convictions if such a report is required by law.

The School will provide reasonable accommodation to an employee who voluntarily requests an accommodation or leave of absence to voluntarily participate in a drug or alcohol rehabilitation program. Please note that the request must be made before the employer learns of a violation of the Drug and Alcohol Free Workplace policy. Any employee who participates in a rehabilitation program would still be responsible for following all other School policies. Employees returning from a voluntary rehabilitation program will be required to comply with a return-to-work agreement addressing the terms and conditions of continued employment.

In order to enforce this policy, the School reserves the right to conduct legal searches of school property and to implement other measures, which are in accordance with law and necessary to deter and detect violation of this policy. As a condition of employment, the employee agrees to abide by the terms of this policy.

The School will abide by all relevant laws, including laws regarding employee disability and reasonable accommodations in implementing this policy.

F. Tobacco Free Workplace

The School is a tobacco free workplace. No tobacco products are to be used in the workplace or at work functions. This includes all vape and e-cigarette products. Additionally, employees are required to adhere to any building and site policies regarding designated areas for smoking.

G. Punctuality and Attendance

Employee punctuality and consistent attendance contributes to the positive operations of the School. As such, attendance and punctuality are performance expectations and are

measured on the overall job performance. Employee tardiness or chronic absenteeism causes unnecessary problems for students and fellow employees. While an employee is absent, other employees may be burdened with performing additional duties in order to maintain operations. Further, employees are expected to report to the workplace and be prepared to begin work at their scheduled reporting times. To avoid conflict with the daily operations of the School, employees should schedule personal affairs outside of regular working hours.

If an employee is unable to report for work on any particular day, they must call their supervisor or HR at least one hour before the time they were scheduled to begin working on that day in order to obtain pre-approval for the absence. An employee may be excused from this one hour notice requirement if extenuating circumstances prevented them from contacting the supervisor. In all cases of absence or tardiness, employees must provide the School with an honest reason or explanation.

Employees must inform HR or designee of the expected duration of any absence. Excessive absences, lateness or failure to give the supervisor advance notice for absence or lateness can result in disciplinary action or dismissal from employment. Excessive absenteeism or tardiness, whether excused or not, will not be tolerated.

If the employee fails to report for work without any notification to their supervisor or to HR, and the absence continues for a period of three days, the School will consider it a voluntary resignation unless a written medical excuse is provided by a physician to confirm that the employee has not abandoned their employment.

Employees with emergencies or situations that do not allow them to do their job, must inform their supervisor or HR within 24 hours. Failure to return phone calls or emails within 24 hours during workdays requires an explanation to the employee's supervisor. Failure to inform a supervisor of an expected absence, failure to return phone calls or emails for three (3) work days without notice, and missing required deadlines or meetings constitutes abandonment of employment.

Please refer to the policies related to leaves of absence and paid sick days in the handbook for more information.

H. Professionalism

The success of the School depends upon the quality of the relationships between the School, its employees, students, parents and the general public. The public impression of the School and its interest will be formed, in part, by their interactions with employees. The more goodwill an employee promotes, the more employees, students, parents and the general public will respect and appreciate the employee, the School, and the Schools' services.

Employees are encouraged to help make a good impression of the School by:

1. Communicating regularly.
2. Acting competently and dealing with others in a courteous and respectful manner.
3. Communicating pleasantly and respectfully with others at all times.
4. Following up on requests and questions promptly, providing professional replies to inquiries and requests.
5. Responding to email and voicemail within 24 business hours, or within a reasonable period of time depending on the assignment (employees should discuss this with their supervisor).
6. Taking pride in performing duties in an exceptional manner.

Employees may not bring their own children to school events (learning period meetings, assessments, school meetings, etc.) unless they are a student participant in the events or it is a general school event open to all students or employee families. The CEO or designee may grant an exception.

I. Dress Code

Each employee is a representative of the School in the eyes of the public. Therefore, each employee must report to work properly groomed and dressed in professional attire in a manner consistent with the nature of the work performed. Employees who report to work inappropriately dressed may be asked to clock out and return in acceptable attire.

Violation of the dress code is determined by the CEO or designee. The CEO or designee may issue more specific dress code guidelines at any time, which shall be in accordance with law. The standards of grooming and hygiene outlined below set the minimum requirements to which all employees, contract workers, and temporary staff are required to adhere.

Employee dress is described as business casual, which includes:

- Slacks, dockers and other office style pants,
- Skirts and dresses to or below the knee,
- Button down shirts, blouses, and sweaters.
- All clothes are to appear clean, pressed and without stains or holes.

Inappropriate attire:

- Spaghetti straps or strapless tops,
- Overly baggy or tight so as to be revealing,
- Plunging necklines, midriff revealing tops, or any clothing that exposes the employee inappropriately,
- Clothing with offensive words or pictures,
- Any clothing that is overly casual (shorts, tank tops, athletic wear), appears dirty, wrinkled, or has stains or holes.

Overall grooming – Grooming standards for everyone includes the appearance of care and proper hygiene. Hair, makeup, and jewelry may not interfere with an employee’s ability to perform the job duties or pose a safety issue. Facial piercings should be removed and tattoos should be covered during work hours. Excessive piercings or offensive tattoos may prohibit an individual from being considered for a customer facing assignment. The School reserves the right to ask any employee to cover inappropriate tattoos or remove any piercings that are not reflective of the school culture.

Exceptions – The School recognizes some events as acceptable for casual dress. The majority of the same dress and grooming standards apply, however employees may wear jeans, seasonally appropriate clothing, and more casual shoes.

Requests for an exception to the dress code policy for religious beliefs or practices must be addressed to the CEO or designee or an HR representative. Each request will be evaluated on a case-by-case basis.

Supervisors are expected to inform employees when they are violating the dress code. Employees in violation are expected to immediately correct the issue. This may include having to leave work to change clothes. Repeated violations or violations that have major repercussions may result in disciplinary action being taken up to and including termination.

J. Gifts to Employees

It is the policy of the School that no employee may accept any gift from an outside party, client, contractor, vendor, community provider, business associate, parent or student that is of such nature that it could affect their impartiality with regard to decisions or actions affecting school operations. Gifts with a value of less than \$50 are excluded from this policy.

K. Fee and Cash Collection

No staff member, other than specifically authorized individuals, is permitted to accept cash and/or checks. All school events, for which money is collected, must be approved by the CEO or designee who will supervise the collection of all fees and will be responsible for managing the receipts. Cash and/or checks should not be stored or locked in staff offices or desks. All financial transactions should be coordinated with the CEO or designee. Employees must obtain approval from the CEO prior to soliciting staff for donations or financial support for any outside event/activity.

L. Building Security

Building security is the responsibility of all staff. The last employee, or a designated employee, who leaves the office at the end of the business day assumes the responsibility

to ensure that the office is secure; for example, all doors are securely locked, the alarm system is armed, thermostats are set on appropriate evening and/or weekend setting, and all the appliances and lights are turned off with the exception of the lights normally left on for security purposes. Employees are not allowed on properties or leased facilities after hours without prior authorization from the CEO or designee. All employees who are issued keys to the office are responsible for their safekeeping and will sign for receipt of such key.

Initial _____

Section IV: Personnel Policies and Procedures

The School will continually strive to recruit and retain highly qualified employees and remain a competitive public school employer, including examining employee evaluation, compensation, and discipline/dismissal practices periodically.

A. New Employee Orientation

Orientation is a formal welcoming process that is designed to make the new employee feel comfortable, informed about the School, and prepared for their position. New employee orientation, includes an explanation of the core values, vision, mission, goals, and objectives of the School. In addition, the new employee will be given an overview of benefits and complete any necessary paperwork through the HR department.

B. Employee Status

Employees may include exempt, nonexempt, regular full-time, regular part-time, and seasonal persons employed with the School who are subject to the control and direction of the School in the performance of their duties.

- Exempt: Employees whose positions meet specific criteria established by the Fair Labor Standards Act (FLSA) and who are exempt from overtime pay requirements.
- Nonexempt: Employees whose positions do not meet FLSA criteria and who are paid one and one-half their regular rate of pay for hours worked in excess of 40 hours per week. Nonexempt employees are also subject to meal period and rest break regulations.
- Regular full-time: Employees who are regularly scheduled to work 30 or more hours per week. Generally, full time employees are eligible for the School benefit package, subject to the terms, conditions, and limitations of each benefit program. Full-time status will be evaluated on a monthly basis.

Employee Status	Exempt (FTE)	NonExempt (Hours per Week)
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Regular Full Time	.80+ FTE	32+ hours
Regular Part Time	.60 - .79 FTE	24-31 hours
Non-Regular	.59 FTE or less	23 hours or less

Student Counts

The teacher may indicate their desired student count with the School as a request, however, the needs of the School will determine the number of students assigned to the teacher.

C. Job Duties

The assigned supervisor will clarify the job duties and the expectations for behavior and job performance. The employee's job responsibilities and tasks are subject to change and update during employment as stated in the at-will employment agreement and job description. On occasion, the employee may be asked to work on projects, or to help with other work necessary or important to the operation of their department or the School. The employee's cooperation and assistance in performing such additional work is expected. The School reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer any employee's job positions, or assign additional job responsibilities.

D. Nonexempt Employees

1. Work Schedules

Business hours of school sites and offices (if any) shall be established by the CEO or designee. The CEO or designee will assign the staff's individual work schedule to ensure staffing throughout the workday. Employees are expected to be at their desks or workstations at the start of their scheduled shifts, ready to work.

For the purposes of pay and leave accrual calculations, full-time for classified employees, is defined as 2,080 working hours. Work schedule exchanges will be reviewed on a case by case basis as long as the exchange does not interfere with normal operations or result in excessive overtime. Exchanging work schedules with other employees may be authorized by the supervisor or their designee when necessary.

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

2. Rest Breaks and Meal Periods

a. Rest Breaks

Rest breaks are on the clock and duty-free. Employees are expected to return to work promptly at the end of any rest breaks.

b. Number of Rest Breaks

Nonexempt employees are provided one (1) paid ten-minute rest break for every four (4) hours worked (or major fraction thereof, which is defined as any amount of time over two (2) hours). A rest break is not authorized for employees whose total daily work time is less than three and one half (3.5) hours.

If the employee works a shift from three and one-half (3.5) to six (6) hours in length, they will be entitled to one (1) paid ten-minute rest break. If they work more than six (6) hours and up to 10 hours, they will be entitled to two (2) paid ten-minute rest breaks. If the employee works more than 10 hours and up to 14 hours, they will be entitled to three (3) paid ten-minute rest breaks.

c. Timing of Rest Breaks

The employee is authorized and permitted to take a rest break in the middle of each four-hour work period. There may be practical considerations that make this general timing infeasible and that require the School to deviate from this general rule. The employee will be informed if there are practical considerations that make this timing infeasible. In the event of these considerations, the immediate supervisor may need to schedule the rest breaks.

d. Meal Period

All nonexempt employees will be provided an uninterrupted unpaid meal period of at least 30 minutes if working more than five (5) hours in a workday. The employee must clock out for the meal period and will be permitted a reasonable opportunity to take this meal period. During the meal period, the employee is relieved of all duty and is free to leave the premises. The employee is expected to return to work promptly at the end of the meal period.

If the total work period for the day is more than five (5) hours per day, but no more than six (6) hours, the meal period may be waived. This cannot be done without the mutual consent of the employee and HR. Any such waiver must be requested and approved with HR and supervisor in advance.

e. Timing of Meal Period

As with rest breaks, the employee is authorized and permitted to take a meal period.

The meal period will be provided no later than the end of the fifth hour of work. For example, if work begins at 8:00 a.m., the meal period must begin by 12:59 p.m. (which is four hours and 59 minutes into the shift).

There may be practical considerations that make this general timing infeasible and that require the School to deviate from this general rule. The immediate supervisor may need to schedule the timing of an employee's meal period to ensure efficient business operations.

f. Second Meal Period

If the employee works more than 10 hours in a day, they will be provided a second, unpaid meal period of at least 30 minutes. Again, the employee must clock out for the meal period and will be permitted a reasonable opportunity to take this meal period; the employee will be relieved of all duty. During the meal period, the employee is relieved of all duty and is free to leave the premises. The employee is expected to return to work promptly at the end of the meal period.

Depending on the circumstances, the employee may be able to waive the second meal period if the first meal period was taken and if the total hours worked for the day is no more than twelve hours. This cannot be done without the mutual consent of the employee and HR. Any such waiver must be requested and approved with HR and supervisor in advance.

g. Timing of Second Meal Period

As with rest breaks, the employee is authorized and permitted to take a meal period. A second meal period is required if the employee's hours exceed 10 hours in one workday.

This second meal period will be provided no later than the end of the 10th hour of work. For example, if work begins at 8:00 a.m., the employee must start the second meal period by 5:59 p.m. (which is 9 hours and 59 minutes into the shift).

There may be practical considerations that make this general timing infeasible and that require the School to deviate from this general rule. The immediate supervisor may need to schedule the timing of an employee's meal period to ensure business operations.

h. Recording Meal Periods

The employee must clock out for any meal period and record the start and end of the meal period. Employees are not allowed to work "off the clock." Work time must be accurately reported on the time record.

i. Missed Rest Breaks and Meal Periods

If for any reason the employee is not provided a rest break or meal period in accordance with the policy, or if they are in any way discouraged or impeded from taking their rest break or meal period, or from taking the full amount of time allotted to them, the employee may be eligible for a missed rest break or meal period remedy and should immediately notify HR.

Anytime the employee misses a rest break or meal period that was provided to them (or they work any portion of a provided meal period), they will be required to report the time to HR and document the reason for the missed rest break and meal period.

Please also refer to the School's Timekeeping Policy.

3. Timekeeping

All nonexempt employees are required to record time worked for payroll purposes. Employees must record their own time at the start and at the end of each work period, including before and after the meal period. Altering with this procedure in any way is not permissible and is subject to disciplinary action. Timecards in the payroll system are to be approved by the employee and the supervisor prior to each payroll. Any errors on the timecard should be reported immediately to HR. Employees with consistent patterns of not following time recording responsibilities are subject to disciplinary actions.

All communication between the nonexempt employee and management concerning work related issues is not permitted after hours. Once the nonexempt employee has recorded the end of a work period at the end of the day, that employee is no longer clocked in. All work related correspondence will resume the next workday except in the case of an emergency or at the direction of the supervisor. Nonexempt employees will be compensated at the appropriate rate of pay for any additional time worked outside of their workday.

4. Pay for Mandatory Meetings/Training

The School will pay nonexempt employees for attendance at meetings, lectures, and training programs when attendance is mandatory, and the meeting, course, or lecture is directly related to the job and is outside of the regular schedule. Unless otherwise noted, trainings and meetings are included as part of an exempt employee's regular pay.

5. Overtime

All overtime work must be requested in advance by the employee and authorized by the supervisor prior to the time to be worked. Nonexempt employees may be directed to work overtime as necessary. Only actual hours worked each workday or workweek can apply in calculating overtime. The School provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law. All hours worked in excess of eight (8) hours in one workday or 40 hours in one workweek will be treated as overtime. A workday begins at 12:01 a.m. and ends at midnight 24 hours later. The work week begins at 12:01 a.m. Monday and ends at midnight on Sunday.

Compensation for hours in excess of 40 hours for the workweek, or in excess of eight (8) hours and not more than 12 hours for the workday, and for the first eight hours on the

seventh consecutive day of work in one workweek, shall be paid at a rate of one-and-one-half times the employee's regular rate of pay. Compensation for hours in excess of 12 hours in one workday and in excess of eight (8) hours on the seventh consecutive workday in a workweek shall be paid at double the regular rate of pay.

E. Exempt Employees

The School will pay exempt employees a salary rather than by the hour. Once an employee's sick days have been exhausted or are otherwise unavailable, the School will deduct pay from an exempt employee's salary under the following circumstances: (i) one or more full days absences for personal reasons; (ii) one or more full day absences for illness, injury, or sickness, (iii) one or more full work weeks disciplinary suspensions; and (iv) partial (for intermittent leave) or full day absences during an approved family or medical leave in accordance with law. Exempt employees who believe that the School made an incorrect or improper salary deduction should promptly report the deduction to their supervisor or the HR department. If the School incorrectly or improperly made a deduction from an exempt employee's salary, it will reimburse the employee for the deducted pay as soon as possible.

F. Salary Overpayments

Because the School receives public funds, the School is obligated by law to seek reimbursement for any salary overpayment and cannot waive the recovery of the overpayment. Employees who receive excess pay as a result of a payroll error are required to return the funds to the School. The School will provide the employee with the correct salary calculation and the amount that is owed to the School. The employee may return the overpayment in full through a cashier's check or money order or allow the School to deduct the overpayment from the next paycheck. The School may arrange for a repayment plan that is mutually agreeable to both the School and the employee and does not exceed one calendar year from the date of the overpayment. Should an employee resign prior to completing the repayment, the full amount shall become due upon termination. A repayment plan may be offered to a terminated employee not to exceed three (3) months in duration.

G. Employee Evaluation

Supervisors will conduct performance reviews with all regular full-time and regular part-time employees annually. Supervisors may conduct informal performance reviews and goal setting sessions more often if they choose.

Performance reviews are designed for the supervisor and the employee to discuss their current job tasks, encourage and recognize attributes, and discuss positive, purposeful approaches for meeting work-related goals. Together, the employee and supervisor will discuss ways in which the employee can accomplish goals and/or learn new skills.

Performance review and goal setting sessions may or may not have a direct affect on any

changes in salary compensation. For this reason, among others, it is important to prepare for these reviews carefully, and participate in them fully.

Additional details on employee evaluations will be provided by HR upon hire and annually as appropriate.

H. Corrective Action

All employees are expected to meet School standards of work performance. Work performance encompasses many factors, including attendance, punctuality, personal conduct, job proficiency and general compliance with School policies and procedures. If an employee does not meet these standards, the School may or may not, at its sole discretion, take corrective action, other than immediate dismissal. Employees have no entitlement to corrective action or progressive discipline prior to dismissal.

The intent of corrective action is to formally document problems while providing the employee with a reasonable time within which to improve performance. The School holds each of its employees to certain work rules and standards of conduct. When an employee deviates from these rules and standards, the employee may be terminated, or, at the School's discretion, be subject to corrective action by a supervisor.

Corrective actions may include, but are not required to include, an oral warning, a written warning, probation, suspension, and termination of employment. In deciding which initial corrective action would be appropriate, a supervisor may consider the seriousness of the infraction, the circumstances surrounding the matter, and the employee's previous record. As an at-will employer, the School may use all, some, or none of the corrective actions described and will handle corrective action based on its own discretion.

Though the School will try to find paths for improvement whenever possible, the School considers certain rule infractions and violations of standards as grounds for immediate termination of employment. These include but are not limited to: theft in any form, insubordinate behavior, any misconduct concerning a child/student, vandalism or destruction of School property, trespassing, the use of School equipment without prior authorization, untruthfulness about personal work history, skills, or training, divulging proprietary information, and misrepresentations of the School to another employee, a prospective employee, or the general public.

Nothing in this section or any other section alters an employee's status as an at-will employee who may be terminated, with or without cause and with or without advance notice at any time by the School. Nothing in this section is intended to interfere with an employee's rights to communicate or voice concerns that are protected by Federal and State law.

I. Procedure for Disciplinary Action

The corrective action process is designed to encourage development by providing employees with guidance in areas that need improvement such as poor work performance, attendance problems, personal conduct, general compliance with School policies and procedures and/or other disciplinary problems.

Corrective actions may be taken at the discretion of management and include any of the following:

1. Verbal counseling, which may be confirmed in writing by the supervisor
2. Written warning, which will be placed in the personnel file
3. Suspension, which will be confirmed in writing for the personnel file. Suspension is normally used to remove an employee from the organization premises during an investigation, or as a disciplinary action. This may be paid or unpaid. If the employee is suspended, it will be documented in the personnel file.
4. Discharge, which will be documented in the personnel file.

The corrective action process will not always commence with verbal counseling or include every step. The above options are not to be seen as a process in which one step always follows another. Some acts, particularly those that are intentional or serious, warrant more severe action on the first or subsequent offense. Consideration will be given to the seriousness of the offense, the intent and motivation to change the performance, and the environment in which the offense took place. As a reminder, employment remains at-will before, during, and after a disciplinary action.

J. Terminations

There are two types of terminations that may affect employees. Voluntary termination results when an employee voluntarily resigns their employment. Involuntary terminations result when the School makes the decision to end the at-will employment agreement.

Regardless of the reason for termination, all school-owned property, including vehicles, keys, credit cards, student files, or school property in the possession of the employee must be returned to the School immediately upon termination from employment, within 72 hours from the final date of employment with the School. Additionally, employees are not to recruit students from the School to a new place of employment.

All wages owed will be paid out upon the date of termination for involuntary terminations or within 72 hours after an employee's resignation if the employee gave 72 hours or less notice.

K. Personnel Records

Employees have a right to inspect certain documents in the personnel file as provided by law. The contents of personnel records will be available for inspection to the current or former employee, or their representative, at reasonable intervals and at reasonable times, but not later than thirty (30) calendar days from the date the School receives a written request. However, the employee, or their representative, and the School agree in writing to a date beyond thirty (30) calendar days to inspect the records, and the agreed-upon date does not exceed thirty-five (35) calendar days from receipt of the written request. Additionally, the School shall provide a copy of the personnel records, at a charge not to exceed the actual cost of reproduction, to a current or former employee, or their representative, no later than thirty (30) calendar days from receipt of the request, unless the current or former employee, or their representative, and the School agree in writing to a date beyond thirty (30) calendar days to produce a copy of the records, as long as the agreed-upon date does not exceed thirty-five (35) calendar days from the employer's receipt of the written request.

The employee may add comments to any disputed item in the file. Only HR, the CEO or designee is authorized to release information about current or former employees. Disclosure of personnel related information to agencies or individuals outside the School will be limited and in accordance with law; however, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations and as otherwise legally required.

The School is required by law to keep current all employees' names and addresses. Employees are responsible for notifying the School in the event of a name or address change.

L. Destruction of Personal Information Records

In the course of the employee's duties at the School, they may encounter records which contain personal information (i.e., a person's name and Social Security Number, driver's license number, state identification number or any account number, credit or debit card number, access code or passwords that may permit access to an individual's financial account, payroll, or personal health information). The School expects all employees to take appropriate measures to maintain the confidentiality and integrity of such information and prevent unauthorized access. Employees must ensure hard copies of documents are stored securely, such as in a locked file cabinet, with access provided only to authorized individuals with a need to know. Electronic media must be encrypted or password protected. Passwords should never be included in any transmission that also contains the data. Employees should dispose of data no longer needed by shredding paper documents and properly erasing electronic media to ensure that the personal information cannot be read or reconstructed. Failure to follow proper storage and disposal procedures may result in disciplinary action up to and including termination.

M. Employment Posters

The School maintains bulletin boards in School offices and on the HR information system that contain important information about employment. In addition to Federal and state required notices, school-related information will also be available in these locations. All employees are encouraged to read all of the information provided in detail. Any questions about the information should be directed to the supervisor or HR. These bulletin boards are reserved for School use only; employees may not post or remove any information from them.

N. Outside Employment

This policy is not intended to prohibit an employee from working an appropriate second job. Employees are permitted to engage in outside work or hold other jobs, subject to certain restrictions as outlined below.

(1) Activities and conduct away from the job must not compete, conflict with or compromise the school interests or adversely affect an employee's job performance and the ability to fulfill all responsibilities to the School. Employees are prohibited from performing any services for customers on non-working time that are normally performed by the School. This prohibition also extends to the unauthorized use of any school tools or equipment and the unauthorized use or application of any confidential information. In addition, employees are not to solicit or conduct any outside business during paid working time.

(2) Employees are cautioned to consider carefully the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel or refusal to work overtime or different hours. If outside work activity causes or contributes to job-related problems, it must be discontinued, and, if necessary, normal disciplinary procedures will be followed to deal with the specific problem.

(3) In evaluating outside work, the following guidelines will be considered to determine whether the proposed employment is allowed. Employees may not engage in outside employment that:

- 1) involves working for a competing or similar model School;
- 2) occurs during work hours without the use of appropriate leave;
- 3) actually or potentially results in a conflict of interest with or interfere with the employee's responsibilities to the School;
- 4) involves working for an organization that does business with the School, such as contractors, community providers, suppliers and customers;
- 5) may adversely affect the School's image.

(4) Employees who have accepted outside employment may not use paid sick leave to work on the outside job. Fraudulent use of sick leave will result in disciplinary action up

to and including termination.

If it is determined that the outside employment constitutes a conflict of interest or disruption of the School's operation, the employee will be asked to limit or restrict the outside employment. Disciplinary action up to and including termination of employment may be taken for outside employment that is inconsistent with this policy unless otherwise approved.

O. Whistleblower Policy

It is the policy of the School to encourage its employees and applicants for School employment to disclose improper governmental activities, based in part on California Education Code Section 44110 et. seq. and to address written complaints that allege acts or attempted acts of interference, reprisal, retaliation, threats, coercion or intimidation against employees or applicants who disclose improper governmental activities. School management has the responsibility to seek out and correct any and all abuses resulting from improper governmental activities, and to protect those who come forward to report improper governmental activities.

Concerns that may be raised include, but are not limited to, the following:

- 1) Reporting suspected violations of local, state, and federal 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 the handbook with reference to employee safety or health, unsafe working conditions or work practices in the employee's employment or place of employment.

A whistleblower can also be an employee who refuses to participate in an activity that would result in a violation of a state or federal statute, or a violation of or non-compliance with a local, state or federal rule or regulation.

The School may not:

- 1) Make, adopt, or enforce any rule, regulation, or policy preventing an employee from being a whistleblower;
- 2) Retaliate against an employee who is a whistleblower;
- 3) Retaliate against an employee for refusing to participate in an activity that would result in a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation; or
- 4) Retaliate against an employee for having exercised their rights as a whistleblower in any former employment.

P. Complaint Procedure

The School encourages employees to resolve issues or concerns at the lowest level possible to ensure a positive and professional work environment. When issues cannot be successfully resolved or the issue is serious in nature against the supervisor, the employee should bring the matter to the attention of HR for assistance. The complaint procedure approved by the Board of Directors is as follows:

1. The complainant will bring the matter to the attention of the Human Resources manager as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or were not appropriate; and
2. The complainant will reduce their complaint to writing, indicating all known and relevant facts, in the School's Internal Complaint Form. The Human Resources manager or designee will then investigate the facts and provide a solution or explanation.
3. If the complaint is about the Human Resources manager, CEO, or CEO, the complainant may file their Internal Complaint Form with the President of the School's Board of Directors, who may then confer with the Board and may conduct a fact-finding investigation or authorize a third party investigator on behalf of the Board. The Board President or investigator will report their findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee's satisfaction. However, the School values each employee's ability to express concerns, and the need for resolution without fear of adverse consequence to employment.

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaint or participation in any complaint process.
3. Resolution: The School will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

Q. Uniform Complaint Procedures

The School will provide annual notice to all employees of the Uniform Complaint Procedures that may be used to allege a violation of federal or state laws governing

certain educational programs. Copies of the Uniform Complaint Procedures and additional information may be found in the board policy section on the School's website or by contacting HR.

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Section V: Operational Considerations

A. Employer Property

Anything purchased with school funds such as computers and educational materials are considered School property and must be maintained according to School rules and regulations. School property is to be used only for work-related purposes. The School reserves the right to search and inspect all School property and any property used by employees in work related duties to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence.

Employees may make or accept personal telephone calls, text messages, or emails within reason during working hours to perform important personal business. It is also acceptable to use a computer to perform the same minimal personal tasks. Employees may not use the School's phone to make personal calls that would incur long distance fees.

The School may periodically need to assign and/or change passwords and personal codes for voicemail, email and computer. Except as provided herein, these communication technologies and related storage media and databases are to be used only for School business and they remain the property of the School. The School reserves the right to override any such password system at any time at its sole discretion, with or without cause.

Prior authorization must be obtained from the CEO or designee before any School property may be removed from the School premises, except in the course of normal movement of educational materials/computers by the employee. In this case, regular check-out/tracking procedures must be followed.

Terminated employees who work at a school site should remove any personal items at the time they leave the School. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

Employees must safeguard and not damage/destroy School property, including computer hardware or software, e-mails, internal files, notes and correspondence, student records, papers, recordings, pictures, screenshots, and any other items of any nature that belong to or concern the School. Upon separation of employment, employees must return all of the

School's property and proprietary information as soon as possible, no later than 72 hours from the final date of employment, and not share, destroy, or retain any copies of such property and information.

Any employee who is found to have neglected or misused the School's property will be subject to disciplinary action up to and including termination. If an employee's misuse of the School's property damages the property, the School reserves the right to require the employee to pay all or part of the cost to repair or replace the property. Misappropriation of the School's property is grounds for immediate termination and possible criminal action.

B. Use of Electronic Media

The School uses various forms of electronic communication including, but not limited to computers, email, telephones and web sites. All electronic communications, including all software, databases, hardware, and digital files, remain the sole property of the School and are to be used only for School business and not for any personal use, except as allowed above.

Electronic communication and media may not be used in any manner that would be discriminatory, harassing or obscene, or for any other purpose that is illegal, against School policy or not in the best interest of the School.

Employees who misuse electronic communications and engage in defamation, copyright or trademark infringement, discrimination, harassment, or related actions will be subject to discipline up to dismissal. The School reserves the right to require authorization prior to installation of software on a School computer and/or mobile devices.

All electronic information created by any employee using any means of electronic communication is the property of the School and remains the property of the School. With School approval, employees may use personal passwords for purposes of security, but any employee's use of a personal password does not affect the School's ownership of the electronic information.

The School may at any time override all personal passwords for any reason.

The School reserves the right to access and review electronic files, messages, mail, and other digital archives, and to monitor the use of electronic communications as necessary to ensure that no misuse or violation of School policy or any law occurs.

Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by school administration.

Access to the Internet, websites, and other types of School-paid computer access are to be used for School related business. Any information about the School, its products or services, or other types of information that will appear in the electronic media about the School must be approved by the CEO or designee before the information is placed on an electronic information resource that is accessible to others.

Questions about access to electronic communications or issues relating to security should be addressed to the CEO or designee.

C. Social Media

Social media can serve as a powerful tool to enhance communication. This technology can provide many benefits for communication. This section addresses employees' use of publicly available social media networks including: personal Websites, Web logs (blogs), WIKIs, social networks, online forums, virtual worlds, and any other social media. The School takes no position on employees' decision to participate in the use of social media networks for personal use on personal time. However, use of social media for personal use during School time or on School equipment is prohibited. In addition, employees must avoid posting any information or engaging in communications that violate state or federal laws or School policies.

General Statement

The line between professional and personal relationships is blurred within a social media context. When employees choose to join or engage with students, families or fellow employees in a social media context that exists outside those approved by the School, they are advised to maintain their professionalism as School employees and have responsibility for addressing inappropriate behavior or activity on these networks, including requirements for mandated reporting. Employees must avoid posting any information or engaging in communications that violate state or federal laws or School policies.

Employees are expected to serve as positive ambassadors and to remember they are role models to students in the community. Because readers of social media networks may view the employee as a representative of the School, the School requires employees to observe the following rules when referring to the School, students, programs, activities, employees, volunteers and communities on any social media networks.

Employees must be respectful and professional in all communications (by word, image or other means). Employees shall not use obscene, profane or vulgar language on any social media network or engage in communications or conduct that is harassing, threatening, bullying, libelous, or that discusses or encourages any illegal activity or the inappropriate use of alcohol, use of illegal drugs, sexual behavior, sexual harassment, or bullying. Be sensitive about linking to content. Redirecting to another site may imply an endorsement of its content.

Employees must make clear that any views expressed are the employee's alone and do not necessarily reflect the views of the School. Employees may not act as a spokesperson for the School or post comments as a representative of the School, except as authorized by the CEO or designee. When authorized as a spokesperson for the School, employees must disclose their employment relationship with the School.

Protect confidential information. Employees may not disclose information on any social media network that is confidential or proprietary to the School, its students, or employees or that is protected by data privacy laws. Employees should be thoughtful about what they publish and must make sure they do not disclose or use confidential information. Students, parents, and colleagues should not be cited or obviously referenced without their approval. For example, ask permission before posting a student's/co-worker's picture on a social network (student photos require parental consent) or publishing a conversation that was meant to be private.

It is acceptable to discuss general details about student projects, lessons, or school events and to use non-identifying pseudonyms for an individual (e.g., teacher, students, parents) so long as the information provided does not make it easy for someone to identify the individual or violate any privacy laws. Public social networking sites are not the place to conduct School business with students or parents; please conduct these interactions using the School's network.

Employees may not post any private images of the School premises and property, such as workrooms, offices, including floor plans. Nothing in this policy is meant to prevent employees from posting information that is allowable by the National Labor Relations Act.

Be transparent. Honesty or dishonesty will be widely available on social media. If the employee is posting about their role at the School, the employee must use their real name and identify their employment relationship. The employee must be clear about their role; if they have a vested interest in something being discussed, to be the first to point it out.

Perception can be reality. In online networks, the lines between public and private, personal and professional are blurred. Employee's identification as a School employee, may create perceptions about expertise and about the School by community members, parents, students, and the general public. When posting online be sure that all content is consistent with employee work values and with the School's beliefs, core values and professional standards.

Work/Personal Distinction. Staff members are encouraged to maintain a clear distinction between their personal social media use and any School-related social media sites. The employee may consider setting up separate social media accounts for personal and professional use.

Personal Social Networking & Media Accounts. Before employees create or join an online social network, they should ask themselves whether they would be comfortable if a 'friend' decided to send the information to their students, the students' parents, or their supervisor. School employees must be mindful that any Internet information is ultimately accessible to the world.

Social Interaction With Students. Employees should not have online interactions with students on social networking sites outside of those forums dedicated to academic use. School employees' personal social networking profiles and blogs should not be linked to students' online profiles.

Contacting Students Off-Hours. Employees should only contact students for educational purposes and must never disclose confidential information possessed by the employee by virtue of their employment. Contacting students after hours must be kept to a minimum and be strictly for the purpose of academic support or to relay general information to all students.

Be a positive role model. Educational employees have a responsibility to maintain appropriate employee-student relationships, whether on or off duty. Both case law and public expectations hold educational employees to a higher standard of conduct than the general public.

School Logo. The use of the School logo(s) on a social media site or elsewhere must be approved by the CEO or designee.

The School expects all who participate in social media to understand and follow these guidelines.

D. Public Relations

Serving students and families requires a variety of professional skills. School employees are expected to demonstrate the following communication skills and abilities:

1. Ability to transmit passion for learning to students and families.
2. Flexibility and adaptability.
3. Well developed, clear communication and interpersonal skills that maintain a respectful, professional and courteous manner.
4. Conflict resolution skills.
5. Openness to differing views and objectives.
6. Ability to deliver information concerning curriculum, teaching, assessment, and learning to families.
7. Serve the student and parent's needs to the best of their ability without allowing their own convenience to interfere.

The success of the School depends upon the quality of the relationships between the School, its employees, students, parents and the general public. The public impression of the School and its interest will be formed, in part, by the employees; employees are ambassadors. The more goodwill an employee promotes, the more employees, students, parents and the general public will respect and appreciate the employee, the School, and the Schools' services.

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

1. Communicate regularly.
2. Act competently and deal with others in a courteous and respectful manner.
3. Communicate pleasantly and respectfully with other employees at all times.
4. Follow up on requests and questions promptly, provide businesslike replies to inquiries and requests, and perform all duties in an orderly manner.
5. Respond to email and voicemail within 24 hours during the workweek.
6. Take great pride in their work and enjoy doing their very best.
7. Be proactive and work to anticipate the needs of those being supported.

When an employee encounters an uncomfortable situation that the employee does not feel capable of handling, their supervisor should be contacted immediately.

If a problem develops or if a parent remains dissatisfied, the employee should contact their supervisor for assistance.

Employees should not speak to the media on the School's behalf without contacting the School's CEO or designee. All media inquiries should be directed to the CEO or designee.

E. Solicitation & Distribution

In order to ensure smooth operations, the School has established the following guidelines to be respected while at work. As long as it is done during non-working hours for all employees involved (such as meal periods or rest breaks), employees are permitted to engage in solicitation (i.e., asking for contributions, selling merchandise) anywhere on School premises, as long as it is done in a non-disruptive and inoffensive manner. Employees may only engage in distribution (i.e., handing out pamphlets, literature, petitions) during non-working hours for all employees involved and in non-working areas (such as the lunch room). Solicitation or distribution is not allowed in areas open to the public. Employees are prohibited from posting notices on the School bulletin board or in any other office location and from removing any items without management approval. The School may, at its discretion, authorize certain fund-raisers and collections for employee gifts. Employees who want to organize such an event, must obtain prior approval from the supervisor. Solicitation and distribution by non-employees is

prohibited at all times on School property.

F. Inclement Weather/Emergency Closings

At times, emergencies such as severe weather, fires, or power failures can disrupt School operations. The decision to close the office will be made by the CEO or designee. When the decision is made to close the office, employees will receive official notification from their supervisors. Time off from scheduled work due to emergency closings will be unpaid for all nonexempt employees. However, employees eligible for vacation may elect to utilize their available vacation hours in order to remain in paid status.

Employees are encouraged to listen to local news and radio reports. In general, the School will follow the decisions of the local community. Days that the School is closed due to inclement weather or other emergency may create a need to extend the work year or shorten holiday breaks.

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Section VI: Health and Safety

All employees are responsible for their own safety, as well as that of others in the workplace. To help maintain a safe workplace, everyone must be safety-conscious at all times. In compliance with California law, and to promote the concept of a safe workplace, the School maintains an Injury and Illness Prevention Program.

In compliance with Proposition 65, the School will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity. See the School's Safety Plan for more information.

A. Telecommuting

The School may allow employees to telecommute if it benefits the interests of the School. A written proposal for such arrangements must be presented to HR and the supervisor for review and approval. Employees who telecommute may be required to attend in-person meetings at the office or other designated locations.

Telecommuting does not change the employee's work location and employees are still responsible for all costs associated with travel to and from the office as part of their reasonable commute, when they are required to report to their work location.

Employees are encouraged to speak with a tax professional as to any tax benefits or deductions for utilizing a home office. Employees are responsible for any tax liability should they claim such an expense and it is later disallowed by the Internal Revenue Service.

Employees who telecommute must maintain the security of all confidential and/or sensitive information and other proprietary information, as if they were working in the office. All security procedures apply, regardless of whether the employee is in the workplace or telecommuting. Certain confidential documents or information will not be taken home without authorization from the CEO or designee.

Employees who telecommute are responsible for following all safety rules. Telecommuters will develop a written agreement with the CEO or designee concerning the type and amount of work the telecommuter will be expected to perform. The ability to telecommute does not change the level of performance expected from an employee. Nonexempt employees will track their time in the system and report work accomplished at a frequency agreed upon with the supervisor. Exempt employees must complete the duties as outlined in their job description and assigned by their supervisor.

Employees who are subject to overtime laws are required to adhere to their beginning and ending work times, rest break, and meal periods. Telecommuting employees must continue to maintain required time records. Work time must be recorded on the employee's timecard.

The School retains the right to require a reapproval process and/or rescind any telecommuting agreement at any time and to require any telecommuter to report to the office or work location to work.

Violation of any telecommuting policies may result in the immediate termination of any telecommuting agreement. For additional information, please review the Remote Work Policy and contact Human Resources.

B. Student Safety

The effective employee is concerned for the welfare of students and takes measures to ensure their welfare. Nevertheless, it is important to be aware of the possible consequences of negligence. The employee is responsible to act in a reasonable and prudent manner at all times. Specifically, the employee must do the following:

1. Never leave students unsupervised and ensure that another responsible adult is present when leaving students.
2. Require students to conduct themselves in an orderly, safe manner and administer such disciplinary actions as are reasonable and proper in any situation involving student misconduct.
3. Report any unsafe conditions to the supervisor so that it may be corrected.
4. Strictly adhere to all stated policy of the district and of the School.

Failure by employees to meet their responsibilities may have severe consequences (e.g.,

revocation of their license, criminal charges, etc.). Additionally, teachers may be held legally liable for negligence in the performance of their duties.

C. Employee Safety

The School is committed to providing the resources necessary to develop, implement, and administer a safety program for the protection of its employees. All administrative personnel and employees are expected to meet their responsibilities to make the safety program effective and productive. Periodic reviews of the safety program will be conducted by administration to maintain its effectiveness.

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to the supervisor, CEO, or HR. When reporting the injury, the employee should advise staff if emergency services should be involved, or if the injury requires medical attention. HR will help determine the best course of action. If an injury does not require medical attention, an Employer Report of Injury/Illness Form must still be completed in case medical treatment is later needed and to ensure that any existing safety hazards are corrected. The Employee's Claim for Worker's Compensation Benefits Form must be completed in all cases in which an injury requiring medical attention has occurred. The employer will immediately notify OSHA in the event the employee sustains a serious illness, injury, or exposure that results in hospitalization as per CalOSHA guidelines.

D. Transporting Students

Employees are not permitted to transport students. In the event a student needs transportation for a school-related purpose, the School will arrange for transportation in coordination with the parent or guardian.

E. Employee Driving Policy

CPCS must ensure that risks to the School are minimized and ensure that only safe drivers are allowed to drive on School business. The Board requires that all employees who regularly drive as part of their job duties ("Driving Employees") meet minimum standards of safety and insurance, which must be verified by the School. Driving employees must obey all traffic laws and drive safely while on School business.

Positions requiring driving shall state such in the job description and staff will be required to maintain a valid driver's license and vehicle insurance in order to meet the minimum qualifications of the position and perform the essential duties of the role. This policy covers all school employees and violation of the School's policy is grounds for discipline up to and including termination.

Driver's License and Insurance Coverage

1. In order to operate a personal vehicle when used to perform CPCS business, Driving Employees must have a valid driver's license and automobile insurance meeting the minimum standards established in this policy at all times. Evidence of the Driving Employee's driver's license and automobile insurance certificate will be kept on file. The Driving Employee is responsible for providing an updated driver's license and automobile insurance certificate whenever it expires or upon request. The CEO or designee must be notified immediately if the Driving Employee no longer has a valid driver's license or insurance certificate. Any Driving Employee whose driver's license or insurance certificate lapses or is canceled or revoked for any reason, and who cannot otherwise arrange for travel as required by their position, may be terminated or placed on inactive/unpaid status until the issue is remedied.
2. CPCS requires that a Driving Employee carry the following insurance amounts and coverage:

Automobile Liability - \$100,000 per person; \$300,000 per occurrence
 Property Damage - \$50,000 per occurrence
 Medical Payments - \$5,000 per person

Notification of Traffic Violations Resulting in Criminal Convictions

CPCS receives notifications from the Department of Justice (DOJ) when an employee has been arrested and when there has been a conviction for a crime. Notification of a traffic violation resulting in a misdemeanor or felony charge will be discussed with the employee. Certain driving violations may be grounds for termination from a position that requires regular driving such as:

1. Attempting to evade a police officer
2. Driving with a revoked or suspended license
3. Hit and run
4. Speeding over one hundred (100) miles per hour
5. Reckless driving
6. Driving under the influence of drugs and alcohol

Responsibilities of Human Resources

When recruiting for positions that require the employees to operate a vehicle, the posting notice shall advise applicants that a current driver's license record and verification of automobile insurance will be required prior to a final job offer.

Employee Responsibility

Employees are responsible for maintaining driver's licenses and special certificates required for the performance of job duties. Employees are also responsible for promptly notifying their supervisor of expiration, conviction, or other DMV actions against their driver's license or certificate by no more than five (5) business days from the occurrence.

Use of Electronic Devices While Operating a Vehicle

CPCS recognizes staff members may spend a considerable amount of time driving for business purposes. It is the intention of the School to ensure all staff members are safe while driving a vehicle. Although hands-free options are available, it is the policy of the School to discourage employees from utilizing a cell phone or other electronic devices while operating a vehicle.

Distracted driving can be described as any visual, cognitive or manual distraction which takes attention away from the task of safe driving.

Employees are expected to follow all federal and state distracted driving laws. Employees who are charged with traffic violations resulting from the use of an electronic device while driving will be solely responsible for all liabilities that result from such actions.

The School highly encourages employees to use their best judgment and reserve all conversations conducted on an electronic device for when they are not in operation of a vehicle. It is recommended that employees find a safe location and park their vehicle prior to placing or accepting a telephone call. Texting while driving is prohibited. Voice texting while driving is strongly discouraged. Safety must come before all other concerns.

Revocation of Driving Privilege

1. Human Resources will monitor the subsequent arrest notifications from the DOJ. Any Driving Employee who is convicted of a DUI, loses their driver's license or driving privilege, or is deemed to be a "negligent operator" by the DMV, and fails to make suitable arrangements for alternative transportation to maintain meetings as an essential function of their position will immediately be placed on unpaid administrative leave.
2. Seatbelts are an essential element of the School's safety procedures. To emphasize seat belt awareness, one (1) seatbelt violation while on CPCS business will equate to a moving violation and may lead to disciplinary action. Repeat seatbelt violations could lead to termination of the at-will employment agreement.

Alternative Transportation

All employees must make suitable arrangements to ensure timely attendance at all appointments that are essential job functions. With the advance approval of the CEO or designee, the employee may be reimbursed the actual miles traveled using the Schools' current mileage reimbursement rate, for their travel using public transportation or rideshare service where a personal vehicle is not available or alternative transportation is not feasible. Driving Employees will not be reimbursed additional charges and expenses outside of the actual miles traveled for utilizing a rental car, taxi, or rideshare service in the event that the employee's personal vehicle is unavailable.

Nothing in this policy is intended to replace the employer's responsibility to engage in the interactive process with an employee who has requested accommodation due to an illness, injury, or disability. HR will ensure compliance in all matters pertaining to this policy.

F. Contagious Illnesses in the Workplace

The School realizes that employees with contagious temporary illnesses such as influenza (including COVID-19, H1N1 or Swine Flu), colds, and other viruses, or other communicable diseases may wish to continue with normal life activities, including working. In deciding whether an employee with an apparently short-term contagious illness or communicable disease may continue to work, the School considers several factors. The employee must be able to perform normal job duties; meet regular performance standards; and, in the School's judgment, pose no potential risk to the health or safety of the employee or others. If the School determines that an employee is unable to perform normal job duties; meet regular performance standards; or represents a potential risk to the health or safety of the employee or others, the School reserves the right to send the employee home and require the use of any available sick or vacation time, and if none is available the time would be unpaid. If an employee disagrees with the School's determination that such a risk exists, the employee must submit a statement from their attending healthcare provider that the employee's continued presence at work poses no significant risk to the employee, other employees, or students before they are allowed to return to work.

The following are general health and hygiene practices recommended by the Centers for Disease Control:

1. Stay home when sick. An employee should not return to work until they have been free of a fever for at least 24 hours.
2. Use proper etiquette: cover the cough or sneeze with a tissue or cough or sneeze into the elbow.
3. Wash hands often, especially after sneezing, coughing, or having contact with others. Alternatively, use a hand gel disinfectant and rub hands until the gel is dry.
4. Avoid touching eyes, nose, or mouth.
5. Ensure that general use office machines, such as shared computers, faxes, and copiers, are wiped down with disinfectant.
6. Healthy lifestyles are encouraged, including good nutrition, exercise, and adequate rest.

Supervisors will encourage employees to utilize paid sick and vacation if available to cover absences due to contagious temporary illnesses.

The School will comply with all applicable statutes and regulations that protect the privacy of persons who have a contagious or communicable disease.

In the case of a pandemic (such as COVID-19, H1N1 or Swine Flu) or illness, the School may implement specific procedures through its emergency communication action plan

including utilizing employees in essential operation positions; implementing controls and scheduling in the work environment; encouraging ill employees to stay home; modifying work schedules; implementing telecommuting; minimizing non-essential travel; social distancing (reducing frequency, proximity, and duration of contact between people); utilizing phone, email, and video-conferencing; personal protective equipment (PPE); and education and training on safe work practices, risk factors, and protective behaviors. Employees will be notified if the emergency communication action plan is implemented.

G. Gun Violence Restraining Order

If an employee, parent, or student demonstrates a substantial likelihood of significant danger or harm to self or others, a gun violence restraining order petition may be filed. The petitioner may be an immediate family member, law enforcement officer, employer, co-workers with employer approval who regularly interact with the person, or an employee or teacher of a secondary or postsecondary school. A copy of the restraining order is to be submitted to HR.

Initial _____

Section VII: Employee Wages and Benefits

A. Wages

Several factors may influence the compensation for a position. Each position is defined by a broadly written job description that indicates the duties to be performed and the necessary knowledge, skills, and abilities for the assignment. These factors are reviewed when determining the appropriate compensation. Some of the items the School considers are the nature and scope of the job duties, what other employers pay their employees for comparable jobs (external equity), what the School pays their employees in comparable positions (internal equity), and individual work as well as performance. Wages are also affected by legislative changes and the State's economy, and may be adjusted upward or downward as changes occur.

Initial step placement will be based on related prior experience, with a maximum entry placement of step six on the board approved salary schedule. The CEO is given authority to offer a higher entry step placement in areas of shortage such as math, science, or special education in order to secure highly qualified candidates for positions. Step advances will be considered for employees who remain in paid status for at least 75% of the work year calendar. Consideration for step advancement will also be based upon the School's budget solvency, successful employee performance, and any other relevant factors.

The employee's performance review will usually be conducted on or about the end of the fiscal year. A positive performance review will not necessarily result in a change in compensation.

B. Stipends

Stipends may include supplies, cell phone/internet, and/or mileage. Stipends may also be issued for performing specific additional job duties. Stipends may be evenly distributed across the employee's pay periods or issued at the time the services are rendered. All stipends will be reviewed annually.

C. Paydays

All salaried exempt employees are paid on the 26th of the month. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive pay on the prior day of operation.

Hourly and salaried nonexempt employees are paid on or about the 10th and 26th of each month. Hours worked from the 16th through the last day of each month will be paid on or before the 10th of each month. Hours worked from the 1st through the 15th of the month will be paid on or before the 26th of each month. For more information on pay periods, please contact HR.

Paychecks will not, under any circumstances, be given to any person other than the employee without written authorization. Employees will be paid through manual checks or through direct deposit of funds to savings or checking accounts at their bank of choice (providing the bank has direct deposit capability). To activate direct deposit, a Direct Deposit Authorization form may be obtained from HR. Due to banking requirements it may take several weeks for activation of the direct deposit.

Every effort is made to avoid errors in calculating and distributing paychecks. Employees should inform HR if they believe an error has been made or pay has not been received. HR will take steps to research the problem and endeavor to make any necessary corrections as soon as possible or at least by the next regular pay day.

D. Payroll Withholdings

As required by law, the School shall withhold Federal Income Tax, State Income Tax, Social Security (FICA) for non-credentialed employees, CalSTRS for eligible Teachers/Administration and State Disability Insurance from each employee's pay as follows:

1. Federal Income Tax Withholding: The amount varies with the number of

- exemptions the employee claims and the gross pay amount.
2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
 3. For non-credentialed employees: Social Security (FICA) - The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School. The current tax rate is used in the calculation. Each party is responsible for contributing. Eligible credentialed employees participating in CalSTRS do not contribute to Social Security.
 4. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.
 5. For credentialed employees contributions will be deducted and remitted to California State Retirement System (CalSTRS). The CalSTRS is a special trust fund established by California law. Per the guidelines of CalSTRS, the school will abide by membership eligibility. A contribution withdrawal begins with the first pay period. This contribution is in lieu of Social Security withholding tax from the paycheck. Additionally, the School contributes into the CalSTRS fund. All employee and employer contributions are determined by CalSTRS. Further information regarding CalSTRS accounts can be found at www.CalSTRS.com.
 6. For all employees participating in employee benefits offerings such as health insurance, the employee contribution for benefits (the amount that exceeds the employer's contribution towards benefits) will be deducted from the employee's paycheck. The amount will be discussed and approved prior to the deduction being made. Please reference "Employee Cost Sharing" under "Employee Benefits" section of the Handbook for more information.

Every deduction from the paycheck is explained on the paystub, which will be available in the HR/Payroll Information System. If any deduction is unclear contact HR.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal and State Withholding Tax deduction is determined by the employee's W-4 (Federal) and DE-4 (State) forms. The W-4 and DE-4 forms are to be completed upon hire. The employee may change the number of withholding allowances they wish to claim for Federal Income Tax purposes at any time in the HR information system by updating their W-4 and DE-4 withholdings.

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

While the School strives to process payroll correctly, an error may occur from time to time. If this happens, every effort will be made to correct the problem as quickly as possible and to avoid future errors of a similar nature. Employees will not be subjected to discrimination, harassment, or retaliation for coming forward with a complaint or question about their paycheck.

E. Wage Attachments and Garnishments

When an employee’s wages are garnished by court order, the School is legally bound to withhold the amount indicated in the garnishment order from the employee’s paycheck. The School will, however, honor the Federal Consumer Credit Protection Act, which places restrictions on the total amount that may be garnished from an employee’s paycheck.

F. Employee Benefits

The School is committed to providing quality and cost effective benefit options (e.g. health, dental, vision, and life insurance) for eligible employees as part of the total employee compensation. Benefit eligibility may be dependent upon employee classification (full-time versus part-time, for example). Benefit eligibility requirements may also be imposed by the School and/or plans themselves. Policies, provisions and procedures that govern the organization's benefit program apply to all regular full-time and part-time employees, whether exempt or nonexempt status, unless otherwise noted in the employment agreement.

1. Employee Cost Sharing

Voluntary employment benefits, those benefits that are not mandated by state or federal law, are selected and controlled by the School. Decisions to provide and continue providing these benefits are based on such considerations as cost, composition of the workforce, operational efficiency, and desirability of benefit provisions. Where costs of discretionary insurance benefit plans exceed the School's interest, ability, or willingness to pay the full premium rate to maintain the current benefit level, employees may be required to share in the cost in order to continue the insurance plan coverage.

Exempt (FTE)	Non-Exempt (Hours per Week)	<i>Eligible employees will have the option to choose one of the following offerings:</i>	
		*Tiered Benefit Stipends (for Health, Dental, and/or Vision)	*Cash In Lieu of Benefits
.80+ FTE	32+ hours	\$1,300/month \$15,600/year	\$200/month
.60 - .79 FTE	24-31 hours	\$780/month \$9,360/year	\$100/month
.59 FTE or less	23 hours or less	not eligible	not eligible

Benefits go into effect the first of the month following benefit eligibility.

2. Benefit Design and Modification

The School reserves the right to design plan provisions and to add, eliminate, or in other ways modify any School provided benefits described in this handbook or elsewhere in plan documents, where and when it is deemed in the School's best interest to do so. These benefits are subject to change depending on management decisions and resources.

3. Benefit Plan Documents

Employees will be provided with summary plan descriptions upon eligibility and enrollment. The benefit programs are explicitly defined in legal documents, including insurance contracts, official plan texts, and trust agreements. In the event of a conflict between these documents and this policy, the plan documents will govern. All of these official documents are readily available from HR for review. Questions about this information should be directed to HR.

4. Cash in Lieu of Health Benefits

Eligible employees may opt out of health benefits provided by the School and elect to receive a "Cash in Lieu" (CIL) option. CIL is dependent upon employment status and full time equivalent, included but not limited to hours worked or number of students assigned per pay period. Please refer to the employment agreement for more information.

In order to be eligible for cash in lieu of health benefits, an employee must provide proof of enrollment in a qualifying group health plan, including their name and the effective date of coverage, on their spouse or parent's employer sponsored plan, State Medicaid, Medicare, or VA Benefits. Proof of enrollment must be provided at the time of benefit enrollment for new hires or during the open enrollment period in order for the cash in lieu of benefits to be paid. Individual Family Plans (IFP) and Covered California coverage plans are not eligible for cash in lieu of benefits. All eligible employees will automatically be enrolled in the employer provided life insurance plan. Payment of the appropriate CIL amount will occur on each pay period of the current school year.

If the employee should enroll part way through the plan year due to a Qualifying Life Event (QLE), or if hired after the start date for the position, the annual CIL will be adjusted at the next pay period.

5. Right to Modify

The School reserves the right to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including any health benefits that may be extended to retirees and their dependents to the extent allowed by law. Notice of any such changes will be provided, as required by law. Further, the School reserves the exclusive right, power and authority to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans, to the extent allowed by law. This section is subject to change in accordance with changes in the law.

6. Changes in Health Benefits

Employees may make changes to their plans outside of open enrollment if they experience a Qualifying Life Event (QLE). Examples of such events include marriage, divorce, birth, adoption, loss of coverage, etc. An employee has 30 days from the date of the QLE to notify human resources and enroll in or make changes to their health plan.

For more complete information regarding any of the benefit programs, please contact HR.

7. COBRA Benefits

The Federal Consolidated Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the 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, leave of absence, divorce or legal separation, and a dependent child no longer meet eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of the coverage at the 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 health insurance plan. The notice contains important information about the employee’s rights and obligations.

8. Look-back Measurement Method – Seasonal and Variable Hour Employees

For seasonal employees as well as part time employees hired to work less than 20 hours per week the School will use a look-back measurement method to determine benefit eligibility status.

This method is used to determine the benefits eligibility status of an employee by looking back over a defined period of time (12 months) to determine if the employee averaged at least 20 hours per week during that period.

The initial measurement period begins on the first day of the calendar month following the employee’s start date.

An administrative period of 60 days in addition to the initial measurement period will be used to determine if an employee has satisfied the requirement of an average of 20 hours per week to be eligible for coverage.

A stability period (designated period where coverage must be offered) of 12 months will be offered to all individuals identified as employees working at least 20 hours per week on average during the measurement period.

After a new variable-hour or seasonal employee has been employed for a standard measurement period, the employee is considered to be an ongoing employee and will have their hours measured from open enrollment or plan year.

G. Retirement Plan Offerings

The School is committed to providing retirement benefits to the employees. Plan details may be obtained through HR.

403(b)/457(b) Deferred Compensation Plan

All employees can open a 403(b) and/or 457(b) account and make employee contributions through payroll deductions.

Employer Contributions:

The employer contribution towards a deferred benefit plan is based on an eligible employee's active contribution to a 403(b) or 457(b) account. Eligible employees must open a 457(b) account in order to receive the employer contribution. The employer contribution will be made to the employee's 457(b) account in an amount not to exceed a matching contribution up to 5% of the employee's base annual salary. Eligible employees are immediately vested in employer contributions. Seasonal employees are not eligible for employer contributions.

Classified Employees: To be eligible for an employer contribution, a classified employee must work at least 20 hours/week.

Certificated Employees: To be eligible for an employer contribution, a certificated employee must serve a minimum number of students, work at least 20 hours/week, or have an assignment at least 0.5 FTE.

Certificated staff participating in CalSTRS are not eligible for an employer contribution to a 457(b) plan.

California State Teachers Retirement System (CalSTRS)

The School offers a defined benefit plan through CalSTRS. Eligible credentialed employees employed at a CalSTRS school will be mandatorily enrolled in CalSTRS, and have employer and employee contributions submitted to CalSTRS on a monthly basis. Benefit information on this program is available at the CalSTRS website at www.calstrs.com.

Sick leave hours may be applied as service credit through CalSTRS for retirement. Upon hire, HR will provide a certificated employee a verification of employment and transfer of sick leave form. Certificated new hires may submit this request to their former school if applicable to transfer their basic sick leave accrual balance as defined by CalSTRS. As excess sick accrual creates a financial burden for the school, only basic sick leave hours will be transferred and added to the employee's sick accrual with CalPac.

H. Expense Reimbursement Process

The School receives public funds for its operations and must adhere to all laws, policies, and procedures in their use. As a steward of public funds, all staff will ensure that purchases and expense reimbursements follow the board approved policies and procedures. The School will only reimburse actual and necessary business expenditures

for staff. Staff shall be held accountable for good judgment regarding expenditure of tax dollars.

1. Supplies

Due to the virtual nature of this business, it may sometimes be most practical for employees to initiate purchases locally and be reimbursed for those expenses. Pre-approval by a supervisor is required in the event the employee wishes to purchase an item. Reasonable, actual business expenses incurred by employees for the purpose of conducting business on behalf of the School shall be reimbursed upon approval. Expense reimbursement requests must be submitted within thirty (30) days of the date of the expense.

2. Travel

The School supports staff development and participation in meetings and training in person as necessary. Employees are pre-approved to expense those costs associated with traveling for school-related purposes including testing and professional development. Scanned copies of original itemized receipts are required for reimbursement, regardless of the amount. The School shall not reimburse personal expenses including, but not limited to, alcohol, entertainment, laundry, expenses of any family member who is accompanying the employee on school-related business, personal use of an automobile, and personal losses or traffic violation fees incurred while on school business. Factors such as variances in regional costs, travel duration and extenuating circumstances will be considered when approving travel reimbursement. Associated travel fees such as parking fees, taxis/shuttles, and luggage handling are reimbursable expenses.

3. Mileage

The mileage reimbursement rate is based on the rate established by the Internal Revenue Service. Employees must include verification of miles driven either using a platform adopted by the School, or by attaching a Mapquest/Google map or the like, with the request for reimbursement.

4. Hotel Rooms

Lodging shall be for those days associated with attending the activity, including, if necessary, the night before. Good judgment shall be used to seek the most reasonable accommodations. Hotel rooms are reimbursed for employees traveling over 120 miles one way. A hotel stay for a distance less than 120 miles must have prior approval. Hotel rooms must be under \$200 per night before taxes. If an employee chooses to stay at a hotel that exceeds this, when a hotel within price range and a 15 mile radius is available, the balance above and beyond must be deducted from the total expense on the expense report. If a hotel is not available within this price range, pre-approval of the expenditure is required. Upon checkout from the hotel, the employee must obtain and submit a zero-balance sheet in order to be reimbursed for a hotel charge.

5. Meals

Employees who are required to work or participate in training away from the regular work location may be reimbursed the cost of meal(s). Meals provided in conjunction with conferences, workshops, seminars, meetings that exceed these amounts are excluded from these limitations. No meals will be reimbursed for meals provided at/during the conference/training.

The reimbursement rates are:

\$20 for breakfast, \$25 for lunch, \$35 for dinner plus service gratuity maximum of 18%. The total amount reimbursed for meals per day will not exceed \$80. Alcohol is not reimbursable and must be deducted from any reimbursement requests. If an employee exceeds the allotment for meal expenses, the balance above the daily allocation will be deducted from the total expense on the expense report.

6. Postage

Employees will be reimbursed for any postage related expense requested by the School. Employees must get preapproval from a supervisor for shipping expenses and must discuss the best shipping method with the supervisor.

7. Procedure for Expensing

Employees must have pre-approval prior to making any purchases that will warrant reimbursement. Approval may be obtained by sending an email to the CEO with a short description of what will be purchased.

Expense reimbursements must be submitted within thirty (30) days of the charge. Expense reports submitted after this time may not be reimbursed within the current cycle and/or may be delayed and processed in the next cycle.

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Section VIII: Leaves, Vacation, and Holidays

A. Healthy Workplaces/Healthy Family Act of 2014

The School, in compliance with the Healthy Workplaces/Healthy Family Act of 2014 (AB 1522), allows all full time and part time employees who work at least 30 days within a year in California to accrue paid sick leave hours. Accrual begins on the first day of employment. The employee must work at least 30 days before taking any available accrued sick leave.

B. Paid Sick Leave

Paid sick leave may be used for an employee’s own illness, for preventative care or diagnosis, care or treatment of an existing health condition, or time off to care for an ill or injured family member or dependents, which include children, parents, parent-in law,

spouse, registered domestic partner, grandparents, grandchildren, siblings and those related to the employee by blood or affinity equivalent. Sick leave may also be used when an employee needs to manage matters surrounding domestic violence, sexual assault, stalking or when their worksite or their child's school or daycare closes due to public health emergencies. Except in the case of an illness or emergency, sick leave must be requested at least five (5) days in advance by submitting the request through the payroll system. Employees using extended sick leave (in excess of 5 days) must submit a request at least two weeks before the extended leave.

Employees requesting sick leave may be required to submit a health care provider's statement or, in cases of individuals with sincerely held religious beliefs in faith healing or comparable religious practices, a statement authorized under EEOC guidelines, stating the reason for absence and dates of illness. Employees absent more than five (5) days may be required to submit a health care provider's statement or note that the employee is fit for return to service.

Employees will be paid their regular compensation when using paid sick days. Sick leave hours will not be advanced ahead of the earned accrual.

Employees may use sick leave in thirty minute minimum increments, which will be deducted from the employee's accrual balance. Employees are not required to find a replacement for their work while taking protected sick time. Paid sick day balances are available for employee review through the payroll system and on pay stubs. For all hours submitted as sick leave, the time will be uninterrupted and the work day schedule will not need to be adjusted to accommodate the absence.

Any unused sick hours will roll over from year to year. Sick leave hours will not be advanced to an employee ahead of the earned accrual rate. Accrued, but unused sick days are not paid out by the School at the time of separation. However, employees who terminate employment and are rehired within one (1) year of termination (or 6 months for employees working in the city of San Diego) regain their previously unused accrued sick leave.

Any employee who continues to be absent after their sick leave accrual has been exhausted may have a payroll deduction equivalent to the number of hours absent. Salaried employees will only have full day absences deducted from their paycheck once their sick leave accrual is exhausted.

Certificated teaching staff are required to prepare and submit substitute lesson plans and other materials necessary in advance of any absence to ensure continuity of instruction during their absence. Teachers and certificated administrators may serve as substitute support to other teachers during absences by providing instruction for homeroom or content sessions.

1. Paid Sick Leave

The School provides sick pay for employees who regularly work a minimum of 24 hours per week. All full time employees (80% FTE or greater) accrue one (1) sick day per month in paid status. Employees paid semi-monthly will accrue the equivalent of one half day per pay period. All employees who fall under this accrual method are guaranteed to accrue a minimum of 24 hours by the 120th day of employment and subsequent accrual years in accordance with State law. Employees start accruing hours on the first day of employment and must work for 30 days before they can take sick leave. Employees will be paid at their regular hourly rate when they take paid sick leave.

Sick Leave Accrual					
Sick Leave	Student Count or FTE	Hours Worked Per Week	Non-Exempt: Per Pay Period	Exempt: Per Pay Period	Total Sick Hours Accrued Monthly
Tier 2	.80 to 1.0 FTE	32+ hours	4/4	8	8
Tier 1	.60 to .79 FTE	24-31.9 hours	3/3	6	6

2. Paid Sick Leave – Part Time, Per Diem, Seasonal, and Temporary Employees

The School provides all part-time (less than 60% FTE), per diem, seasonal and temporary employees who work at least 30 days in California within a year with at least 24 hours (3 days) of paid sick leave in a 12 month period. Employees will be paid at their regular hourly rate when they take paid sick leave.

Employees start accruing hours on the first day of employment and must work for 30 days before they can take sick leave. Employees earn at least 1 hour of paid leave for every 30 hours worked. Employees may accrue more than 24 hours (3 days) of paid sick leave in a year. Sick leave accrual will be capped at 48 hours (6 days), in compliance with both state and city ordinances.

Sick Accrual					
<i>Part Time, Per Diem, Seasonal, and Temporary Employees</i>					
Sick Leave	Full Time Equivalent (FTE)	Hours Worked Per Week	Non-Exempt: Per Pay Period	Exempt: Per Pay Period	Total Sick Hours Accrued Monthly
California Sick Leave Policy	.59 or less	23.6 or less	2/2	-	4

C. California State Benefits (PFL)

California State Disability Insurance (SDI) is funded through employee contributions and is designed to provide eligible workers with partial wage replacement when taking time off work for their non-work-related illness or injury, pregnancy, or childbirth.

California Paid Family Leave (PFL) provides employees residing in the State of California with the ability to access their State Disability Insurance for partial wage replacement benefits to care for a seriously ill child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner, or to bond with a new child by birth, adoption, or foster care placement.

PFL Military Assist benefits are available to eligible employees who request time off work to participate in a qualifying event due to the military deployment of their spouse, registered domestic partner, parent, or child to a foreign country.

Employees must notify HR of their plan to take leave and the reason for taking leave according to the School's policy. HR is available to assist employees with applying for State Disability benefits through the Employment Development Department. Employees may be eligible to receive PFL benefits while on a leave of absence to care for a seriously ill family member or for baby bonding. Employees are not eligible for PFL benefits when on PDL, FMLA, or CFRA leave for their own serious health condition.

PFL is not a guaranteed right to a leave of absence, and employees taking PFL or PFL Military Assist are not provided job protection rights or a right to return to the same position following their absence.

D. Pregnancy Disability Leave (PDL)

An employee may take pregnancy disability leave (PDL) if the employee is disabled because of pregnancy, childbirth, or a related medical condition, including prenatal care and severe morning sickness. The length of leave is dependent on a medical certification and the duration may be up to 17 1/3 weeks or the equivalent number of days the employee would normally work within the same period. Intermittent leave or a reduced work schedule may be taken.

Employee Eligibility Criteria

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

Events That May Entitle an Employee to Pregnancy Disability Leave

The 17 1/3 week pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

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

Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. “17 1/3 weeks” means the number of days the employee would normally work within that period. For example, a full-time employee who works five eight hour days per week, four months means 88 working and/or paid eight hour days of leave entitlement based on an average of 22 working days per month for four months.

PDL will run concurrently with other applicable leaves, such as FMLA leave. The 12-month look-back period will apply to all leaves granted concurrently.

1. Pay During Pregnancy Disability Leave

An employee on pregnancy disability leave may use all accrued paid sick leave at the beginning of any otherwise unpaid leave period. The receipt of sick leave pay, or state disability insurance benefits will not extend the length of pregnancy disability leave.

Sick pay will accrue during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began. For example, an employee who delivers their baby on March 5 and goes out on leave on that date, would earn one day of sick leave for the month of March. Accrual for leave would be suspended until the employee returns from leave. All sick leave will be applied starting with the first day of absence until the leave is exhausted.

2. Health Benefits

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

If the employee takes pregnancy disability leave and is eligible under the Family Medical Leave Act (FMLA), the School will maintain group health insurance coverage for up to a maximum of 12 workweeks (if such insurance was provided before the leave was taken) on the same terms as if the employee had continued to work after PDL ended. Leave taken under the pregnancy disability policy runs concurrently with FMLA under federal law, but not California Family Rights Act (CFRA). If the employee is ineligible under the

federal and state family and medical leave laws, while on pregnancy disability they will receive continued paid coverage on the same basis as other medical leave that the School may provide and for which the employee is eligible, such as continued PDL. In some instances, the School may recover premiums it paid to maintain health coverage for the employee if they fail to return to work following pregnancy disability leave.

3. Medical Certifications

An employee requesting a pregnancy disability leave must provide a medical certification from their healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.

Re-certifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required re-certifications can result in termination of the leave.

4. Requesting and Scheduling Pregnancy Disability Leave

An employee should request pregnancy disability leave by contacting HR.

The employee should provide at least thirty (30) days notice or as long of notice as is practicable, if the need for the leave is foreseeable.

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

Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.

If an employee needs intermittent leave or leave on a reduced schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.

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

5. Return to Work

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, the employee will return to their original job or an equivalent job with equivalent pay, benefits, and other employment terms and conditions as when the leave commenced.

If the employee is not reinstated to the original position, the employee will be reinstated to a comparable position unless there is no comparable position available or a comparable position is available, but filling that position with the returning employee would substantially undermine the School's ability to operate the business safely and efficiently. A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.

6. Employment During Leave

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

7. State Benefits

California State Disability Insurance (SDI) and California Paid Family Leave (PFL) are designed to provide eligible workers with partial wage replacement when taking time off work for their own serious medical condition, to care for a child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, registered domestic partner or to bond with a new child. Although it provides monetary benefits, it does not provide job protection rights. For more information or to file a SDI or PFL claim, please contact HR.

9. Lactation Accommodation

The School will provide a lactation break for a reasonable amount of time to accommodate an employee's need to express breast milk. Employees in need of lactation breaks should contact their supervisor and human resources to allow for the School to determine a private space and ensure the reasonable time for breaks is provided. Human Resources and the supervisor will assist the employee in identifying a proper location that is close to the employee's work area, shielded from view, and free from intrusion. Additionally, where applicable, the School will provide access to a sink with running water and a refrigerator for storing breast milk.

The lactation break shall, if possible, run concurrently with any rest break or meal period already provided to the employee. For non-exempt staff, any additional time needed to express milk outside of the normal rest break and meal period is to be off the clock. If the employee needs additional time past the breaks typically provided in a day, the employee should contact their supervisor and human resources. If a space and break is not provided when requested, please contact human resources.

E. Family and Medical Leave Act and California Family Rights Act Policy

The School complies with the federal Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”). The following information provides employees with a general description of their FMLA and CFRA rights.

Calculating 12-Month Period for FMLA and CFRA

For purposes of calculating the 12-month period during which 12 weeks CFRA or qualifying exigency leaves may be taken, the School uses the “rolling” method also known as the look back method. For example, if an employee begins their leave on March 5, the look back period is 12 months from that date.

Under some circumstances, leave under FMLA and CFRA may run at the same time and the eligible employee will be entitled to a total of 12 weeks of family and medical leave in the designated 12-month period. Accrued sick leave will be paid to the employee starting with the first day of absence until exhausted and will run concurrently with FMLA and/or CFRA leave.

For leave to care for a covered service member, the 12-month period begins on the first day of the leave, regardless of how the 12-month period is calculated for other leaves. Leave to care for a covered service member is for a maximum of 26 workweeks during a 12-month period.

Leave granted under any of the reasons provided by state and federal law will be counted as FMLA and/or CFRA leave and will be considered as part of the 12-workweek entitlement (26-work week entitlement if leave is to care for a service member) in a 12-month period. The 12-month period is measured forward from the date any employee’s first FMLA/CFRA leave begins. Successive 12-month periods commence on the date of an employee’s first use of such leave after the preceding 12-month period has ended. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

Pregnancy, Childbirth or Related Conditions Under FMLA, CFRA and PDL

Time off due to pregnancy disability, childbirth or related medical condition falls under pregnancy disability leave (PDL) and FMLA leave and is not concurrent with CFRA leave. Employees who may not be eligible for FMLA leave may still be eligible for leave under PDL. Once the pregnant employee is no longer disabled, or once the employee has exhausted PDL and has given birth, they may apply for leave under CFRA, for purposes of baby bonding.

1) Family Medical Leave Act (FMLA)

Employee Eligibility Criteria

FMLA leave provides up to 12 workweeks of unpaid, job protected leave within a 12-month period, under the following conditions:

- The employee must have been employed by the School for at least twelve (12) months,
- The employee has worked at least 1,250 hours during the previous 12-month period before the need for leave; and
- The employee is employed at a location where the School has at least fifty (50) employees within a seventy-five (75) mile radius, except for purposes of baby-bonding where the threshold is twenty (20) employees.

FMLA leave may be taken for one or more of the following reasons:

1. The birth of the employee's child, or placement of a child with the employee for adoption or foster care. When both parents are employed by the School, and request simultaneous leave for the birth or placement for adoption or foster care of a child, the School will not grant more than a total of 12 workweeks of FMLA leave for this reason.
2. Due to the employee's own serious health condition causing the employee to be unable to perform one or more of the essential functions of their job. This excludes a disability caused by pregnancy, childbirth, or related medical conditions, as they are covered by the School's pregnancy disability policy.
3. To care for the employee's family member including a spouse, registered domestic partner, child, or parent who has a serious health condition or military service-related injury. When an employee is providing care for an injured spouse, child, parent, or next of kin who is a covered Armed Forces service member, the employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) month period.

Intermittent Leave under FMLA

Full-time employees may take leave of up to 12 workweeks in a rolling 12-month period. Part-time employees may take leave on a proportional basis. The leave does not need to be taken in one continuous period of time. Under FMLA, the employee must have the School's agreement to take intermittent leave.

2) California Family Rights Act (CFRA)

The Fair Employment and Housing Act (FEHA), enforced by the Department of Fair Employment and Housing (DFEH), contains family care and medical leave provisions for California employees. CFRA applies to all employees of the state of California and any other political or civil subdivision of the state and cities, regardless of the number of employees.

Employee Eligibility Criteria

CFRA leave provides up to 12 workweeks of unpaid, job protected leave within a 12-month period, under the following conditions:

- The employee has more than 12 months of service.
- The employee has worked at least 1,250 hours during the previous 12-month period before the need for leave; and
- The employee is employed at a worksite where there are 5 or more employees within a 75 mile radius.

CFRA leave may be taken for one or more of the following reasons:

1. The birth of the employee's child, or placement of a child with the employee for adoption or foster care. If the School employs both parents of a child, it will grant up to 12 weeks of leave to each employee.
2. To care for the employee's parent, parent-in-law, spouse, registered domestic partner, child, grandparent, grandchild, and sibling who has a serious health condition.
3. For a serious health condition that renders the employee unable to perform their job.
4. To care for the employee's family member including a spouse, registered domestic partner, child, or parent who has a military service-related injury. When an employee is providing care for an injured spouse, child, parent, or next of kin who is a covered Armed Forces service member, the employee may take a maximum of twenty-six (26) weeks of CFRA leave in a single twelve (12) month period.

Intermittent Leave under CFRA

Full-time employees may take leave of up to 12 workweeks in a rolling 12-month period. Part-time employees may take leave on a proportional basis. The leave does not need to be taken in one continuous period of time. Employees do not need the School's agreement to take intermittent bonding leave. In the case of intermittent leave, the employee may be required to use such leave in two-week minimum increments, with an exception for shorter increments on at least two occasions.

3) Process for Requesting FMLA/CFRA Leave

Leave Procedures

The following procedures shall apply when an employee requests leave:

The employee must contact HR as soon as the need for the leave is realized.

If the leave is based on the expected birth, placement for adoption or foster care, or

planned medical treatment for a serious health condition of the employee or an eligible family member per FMLA or CFRA, the employee must notify the School at least 30 days before the leave is to begin. The employee must consult with their supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the School. Any such scheduling is subject to the approval of the health care provider of the employee or the health care provider of the applicable family members.

If the employee cannot provide 30 days' notice, the School must be informed as soon as is practical. Notice can be written or verbal and should include the timing and the anticipated duration of the leave, but the School does not require disclosure of an underlying diagnosis. The School will respond to a leave request within 5 business days. The School requires written communication from the health-care provider stating the reason for the leave and the probable duration of the condition. However, the health care provider may not disclose the underlying diagnosis without the consent of the patient.

If the FMLA/CFRA leave request is made because of the employee's own serious health condition, the School may require, at its expense, a second opinion from a health care provider that the School chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the School.

If the second opinion differs from the first opinion, the School may require, at its expense, the employee to obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee. The opinion of the third health care provider shall be considered final and binding on the School and the employee. While waiting for a second or third opinion, the employee is provisionally entitled to FMLA/CFRA leave.

The School requires the employee to provide certification within 15 days of any request for FMLA/CFRA, unless it is not practicable to do so. The School may require recertification from the health care provider if additional leave is required. For example, if an employee needs two weeks of family and medical leave, but following the two weeks needs intermittent leave, a new medical certification will be requested and required. If the employee does not provide medical certification in a timely manner to substantiate the need for leave, the School may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered family and medical leave.

If the leave is needed to care for approved family members per FMLA/CFRA, the employee must provide a certification from the health care provider stating:

1. Date of commencement of the serious health condition;
2. Probable duration of the condition;
3. Estimated amount of time for care by the health care provider; and

4. Confirmation that the serious health condition warrants the participation of the employee.

Certification

If an employee cites their own serious health condition as a reason for leave, the employee must provide a certification from the health care provider stating:

- 1) Date of commencement of the serious health condition;
- 2) Probable duration of the condition; and
- 3) Inability of the employee to work at all or perform any one or more of the essential functions of their position because of the serious health condition.

The School will require certification by the employee's health care provider that the employee is fit to return to their job. Failure to provide certification by the health care provider of the employee's fitness to return to work may result in denial of reinstatement for the employee until the certificate is obtained.

4) Pay and Benefits Under FMLA/CFRA

Health and Benefit Plans

The School provides health benefits under a group plan, and will therefore continue to make these benefits available during the leave if the employee is enrolled in the group plan. An employee taking FMLA/CFRA leave will be allowed to continue participating in any health and welfare benefit plans in which they were enrolled before the first day of the leave (for a maximum of 12 workweeks, or 26 workweeks if the leave is to care for a covered service member) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. The School will continue to make the same premium contribution as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins. In some instances, the School may recover from employee premiums paid to maintain health coverage if the employee fails to return to work following family/medical leave. An employee is deemed to have "failed to return from leave" if they do not return following the leave of absence, or work less than thirty (30) days after returning from leave. Employees on pregnancy disability leave will be allowed to continue to participate in group health coverage for up to a maximum of four months (or for the approved time) of pregnancy disability leave (if such insurance was provided before the leave was taken) on the same terms as if the employee had continued to work. The employee will also continue to make premium payments, if applicable, based on the payment schedule outlined in the premium payment letter. They will then be able to remain on benefits for any time taken under approved FMLA/CFRA leave if they are eligible for those leaves. Payment is due when it would be made by payroll deduction.

Substitution of Paid Leave

Generally, FMLA/CFRA leave is unpaid. The School is not required to pay employees during FMLA/CFRA leave and may require an employee to use accrued vacation time or other accumulated paid leave other than sick time. If the FMLA/CFRA leave is for the employee's own serious health condition the use of sick time is required and will run concurrent with FMLA/CFRA leave.

Time Accrual

Sick pay will accrue during any period of unpaid disability leave only until the end of the month in which the unpaid leave began. For example, an employee who delivers their baby on March 5 and goes out on leave on that date, would earn one day of sick leave for the month of March. Accrual for leave would be suspended until the employee returns from leave. All sick leave will be applied starting with the first day of absence until the leave is exhausted.

COBRA Benefits

If an employee requires additional leave after all protected leaves have been exhausted (PDL, FMLA, CFRA), they will be eligible for continued benefits through COBRA.

5) Reinstatement Upon Return from FMLA/CFRA

Under most circumstances, upon return from FMLA/CFRA leave, an employee will be reinstated to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions as when the leave commenced. However, an employee has no greater right to reinstatement than if they had been continuously employed rather than on leave. For example, if an employee on FMLA/CFRA leave would have been laid off had they not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In addition, an employee's use of FMLA/CFRA leave will not result in the loss of any employment benefit that the employee earned before using family/medical leave.

Reinstatement after FMLA leave may be denied to certain salaried "key" employees under the following conditions:

- 1) An employee requesting reinstatement was among the highest-paid 10 percent of salaried employees employed within 75 miles of the work site at which the employee worked at the time of the leave request;
- 2) The refusal to reinstate is necessary because reinstatement would cause substantial and grievous economic injury to the School's operations;
- 3) The employee is notified of the School's intent to refuse reinstatement at the time the School determines the refusal is necessary; and
- 4) If leave has already begun, the School gives the employee a reasonable opportunity to return to work following the notice described previously.

Under CFRA, the School will reinstate "key" employees.

Employees should contact HR for additional information about eligibility for FMLA, CFRA or PFL.

F. Bereavement Leave

An employee requesting bereavement leave should notify their supervisor as soon as possible for support in ensuring release time and coverage of their duties. If an employee receives notice of the death of a family member while at work, the employee may be excused from their regularly scheduled duties for the remainder of the workday and that day will not count as bereavement leave. The employee will be paid for that day as if they had completed the full workday.

Paid bereavement leave will be granted according to the following schedule:

- Employees are allowed up to ten (10) consecutive days off from regularly scheduled duty with regular pay in the event of the death of the employee's spouse, domestic partner, child, or stepchild.
- Employees are allowed up to five (5) consecutive days off from regularly scheduled duty with regular pay in the event of the death of the employee's parent, stepparent, parent-in-law, brother, sister, stepsibling, or an adult who stood in loco parentis to the employee during childhood.
- Employees are allowed one (1) day off from regularly scheduled duty with regular pay in the event of the death of the employee's extended family member (i.e. sister/brother-in-law, aunt, uncle, or cousin).
- Employees are allowed up to four (4) hours of bereavement leave to attend the funeral of a fellow CalPac employee or the employee's close personal friend.

Bereavement leave may be taken intermittently with prior approval of the supervisor in no less than four hour increments. If an employee requires more than the allocated time off for bereavement leave, the employee may use accumulated sick days and/or vacation time (if applicable). Nonwork days or holidays will not count as bereavement leave. Employees may take the equivalent of one additional day of bereavement leave for the purpose of travel if the services are located out of state. The CEO or designee may approve additional unpaid time off with preapproval.

Bereavement pay is calculated based on the base pay rate at the time of absence, and it will not include any special forms of compensation, such as incentives, commissions, bonuses, overtime, or shift differentials. Employees under discipline for attendance issues may be required to provide documentation with regard to their bereavement leave.

G. Military Leave

Regular full time employees requiring a leave of absence for service in the uniformed services are provided leave and will be re-employed at the end of the leave. Policies governing this leave are designed according to the Uniformed Services Employment and Reemployment Rights Act and applicable state regulations. The policy covers those employees who enter active military duty voluntarily and extends to Reservists and National Guard members who are called to limited active duty or extended training duty, including regularly scheduled annual training and military summer camp training.

Eligibility

All employees, except those hired on a temporary or seasonal basis, are eligible for the leave.

Length of Leave

The length of the military leave is determined by the uniformed service organization calling the employee to active duty or military encampment.

Request Procedure

The employee must provide written notice of their obligation or intention to perform service in the uniformed services, unless notice is precluded by military necessity or is otherwise unreasonable or impossible. A copy of the military orders must also be provided. Failure to do so may result in loss of reemployment rights.

Pay While on Leave

Military leaves are without pay.

Status of Benefits

Reservists, National Guard members, and veterans returning from military service in the Armed Forces have and retain rights with respect to seniority, vacation, compensation, length of service, pay increases, as may be from time to time provided by applicable statutes of the United States and the state of California. The employee may maintain health care insurance benefits for up to 24 months while on leave by paying the insurance premiums through COBRA for any leave extending beyond 30 days.

Reinstatement

Upon return from a Uniformed Service Leave, the employee must report to work or request reemployment within prescribed time limits, which are based on the length of the leave:

1. Between one (1) to thirty (30) days: The service member is expected to report to work on the first regularly scheduled work period on the first full day after release from service and will be reinstated to the same position held at the time the

service leave began.

2. Between 31-180 days: The service member must submit an application for reemployment within 14 days of release from service.
3. For 181 days or longer: An application for reemployment must be submitted within 90 days of release from service.

Failure to file an application within the required time period may forfeit the right to reemployment.

H. Organ and Bone Marrow Donation Leave

The Organ and Bone Marrow Donation Leave grants up to 30 days leave of absence with pay to employees who have exhausted all available sick leave within a one-year period for the purpose of donating an organ and a five (5) day leave of absence with pay to employees who are bone marrow donors. If needed, employees may take an additional unpaid leave of absence, up to 30 days per year, for donating an organ.

This leave may require use of two weeks accrued paid time off for organ donation, and five (5) days for bone marrow donation.

A medical note will be required to be submitted to HR. Medical benefits will be maintained while the staff member is on leave and the staff member is guaranteed reinstatement to work. There will be no discrimination or retaliation for any leave taken.

I. Judicial Leave

The School encourages employees as part of their civic responsibilities to serve on jury duty when called. The School provides judicial leave to eligible employees who are called to serve as jurors or who are summoned to appear as witnesses in a judicial proceeding, pursuant to a subpoena, or a court order. Postponement to non-instructional or off-peak department times such as the start or end of the school year, during state testing windows, at the end of grading periods, or for departments during significant high volume periods is encouraged in order to minimize the impact to the School's operations.

- Seasonal and part-time employees working less than 24 hours per week will be provided unpaid time off to participate in jury duty.
- Regular classified and certificated employees will receive their full pay while serving up to seven (7) days of judicial leave. The seven days will be calculated as the equivalent to the employee's regular work schedule. For example, an employee who works six (6) hours per day would be eligible for a total of 42 hours of judicial leave.
- With pre approval from the supervisor, nonexempt employees may work an alternate schedule in coordination with their leave in order to maintain full or

partial paid status for the duration of the leave in excess of seven (7) paid days if applicable.

- Exempt employees called for jury duty will receive full salary for the time spent on leave beyond the initial seven (7) days, unless they are on leave for an entire workday during which no work is performed. Exempt employees are expected to monitor and respond to any urgent communications within 24 business hours, perform any critical job duties, and must consult with their supervisor to ensure coverage of duties during their absence.

The employee must notify HR and their supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. Any employee summoned for jury duty must provide HR with an authentic summons, subpoena, or notice for such duty and upon returning to work must present proof of jury duty service, including the dates of the employee's service. Employees are expected to return to work if they are excused for jury duty during their regular working hours.

Fees Paid by the Court - All jury fees (excluding mileage) received by the employee while on school paid status shall be remitted to HR. Jury fees received while on school unpaid status are retained by the employee.

J. Volunteer Firefighters, Reserve Police Officer or Emergency Rescue Personnel

Volunteer firefighter. If the employee is an official volunteer firefighter, a reserve police officer, or an emergency rescue personnel they must alert HR that it may be necessary to take time off due to emergency duty.

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter. If the employee is an official volunteer firefighter, a reserve police officer, or an emergency rescue personnel they must alert HR that it may be necessary to take time off due to emergency duty.

K. Victims of Domestic Violence Leave

Employees who are victims of domestic violence are eligible for unpaid leave regardless of whether any person is arrested, prosecuted, or convicted of committing a crime. This leave provides time off for employees who are victims of domestic violence, sexual assault, and stalking, as well as leave for employees who are the victims or related to victims of certain serious or violent felonies. Employees may use available and accrued sick leave. The employee may also take paid vacation. The employee may request leave if they are involved in a judicial action, such as obtaining restraining orders, appearing in court to obtain relief to ensure the health, safety or welfare, or that of their child.

The employee should provide notice and certification if they need to take leave under this policy. Certification may be sufficiently provided by any of the following:

1. A police report indicating that the employee was a victim of domestic violence.
2. A court order protecting or separating the employee from the perpetrator of an act of domestic violence, or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a medical professional, domestic violence advocate, health-care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence.

The School will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision.

L. Suspension of an Employee's Enrolled Child

If an employee who is the parent or guardian of a child facing suspension from school and is summoned to the school to discuss the matter, the employee should alert the CEO or designee as soon as possible before leaving work. In keeping with California Labor Code Section 230.7, no discriminatory action will be taken against an employee who takes time off for this purpose.

M. Recreational Activities and Programs

The School or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

N. Workers' Compensation

The School, in accordance with state law, provides insurance coverage for employees in case of a work-related injury. The workers' compensation benefits provided to injured employees include:

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

To ensure that the employee receives any workers' compensation benefits to which they may be entitled, they will need to:

- Immediately report any work-related injury or illness to HR. If the employee believes the injury or illness is caused by their job and developed gradually, the report should be filed as soon as possible. Reporting promptly helps avoid

problems and delays in receiving benefits, including medical care. If the employee does not report the injury within 30 days, they risk losing their right to receive workers' compensation benefits;

- Seek medical treatment and follow-up care if required;
- Complete a written claim form and return it to HR as soon as possible.
- Provide the School with a certification from the healthcare provider regarding the need for workers' compensation disability leave, as well as the eventual ability to return to work from the leave.

Upon submission of a medical certification that an employee is able to return to work after a workers' compensation leave, the employee under most circumstances will be reinstated to the same position held at the time the leave began, or to an equivalent position, if available. Upon return, a teacher is not guaranteed the same students, but will receive new/transfer students according to the same seniority status they had prior to the leave. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on workers' compensation leave would have been laid off had they not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining the School's ability to operate safely and efficiently during the leave, and no equivalent or comparable positions are available, then the employee would not be entitled to reinstatement.

An employee's return depends on their qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of the job because of a physical or mental disability, the School's obligations to the employee may include reasonable accommodation, as governed by the ADA (Americans with Disabilities Act).

O. Other Types of Leaves

There are other types of leaves that employees may be eligible for which include:

- Time off to visit children's schools: This leave provides employees up to 8 hours per month (to a maximum of 40 hours per year) of unpaid time off for the purpose of child-related activities which include: to find, enroll, or re-enroll the child in a school or with a licensed childcare provider; to participate in activities of the school or licensed child care provider; to address a child care provider or school emergency. Employees may use available and accrued sick leave;
- Literacy accommodation leave: This leave provides reasonable accommodation for employees who experience difficulties with literacy to enroll in an adult literacy program, work with a tutor or otherwise take steps to improve upon their literacy needs. Employees may use available and accrued sick leave;
- Military spousal leave: This leave provides employees up to 10 days of unpaid, protected leave, to spend time with a spouse or registered domestic partner who is home during a period of military deployment.

- Unpaid Personal Leave: An employee may need to take time off from work that is not covered by the available paid leave policies. In this case, the employee may submit a request to their supervisor for unpaid time off. Unpaid personal leave is limited to no more than four (4) days per fiscal year and must be preapproved by the supervisor. A day is calculated to mean the equivalent of the employee's workday. Except in emergency situations, unpaid leave will not be granted during the first two weeks of school, the last two weeks of school, during testing windows, or at other times deemed essential by the supervisor to ensure student instruction and/or school operations.

P. Professional Development

The School expects all employees to maintain necessary certifications and encourages all employees to attend meetings, conferences, and other educational sessions that provide training and ideas helpful to the development or operation of the School. Employee requests to attend short-term professional development opportunities (two days or less) not sponsored by the School are subject to the approval of the CEO, CEO or designee.

Employees will be allowed with the approval of their supervisor and the CEO or designee to attend extended professional development programs. Extended professional development programs are considered more than two (2) days. An employee will be expected to complete missed work or assignments upon return.

Employees should submit written requests to take professional development days to their supervisors for approval. The request shall include a printed or written agenda and/or printed material pertaining to the professional development. The School requests that employees submit requests to take professional development days at least 10 days for in town events and at least 30 days for out of town events. The granting of request will be solely at the discretion of the CEO or CEO.

Q. Holidays

The School recognizes the following holidays:

- New Year's Day (January 1st)
- Martin Luther King Jr's Birthday
- Presidents' Day
- Memorial Day
- Juneteenth (June 19th)
- Independence Day (July 4th)
- Labor Day
- Veterans Day
- Thanksgiving Day
- The Friday after Thanksgiving
- Christmas Eve (December 24th)

- Christmas Day (December 25th)
- New Year’s Eve (December 31st)

Each year the winter break will be reviewed and the holidays determined by the beginning of the school year.

Unless otherwise provided in this policy, all employees will receive time off for each observed holiday. To qualify for holiday pay, an employee must be a regular full time (thirty or more hours per week) classified employee in paid status on the working day immediately preceding or following the holiday. A holiday that falls during a classified employee’s vacation time or sick time is paid as a holiday and is not deducted from vacation or sick-leave balances.

R. Vacation (Classified Employees)

The School’s vacation policy is intended to provide eligible classified employees with time away from work for relaxation and renewal. In order to be eligible for vacation accrual, an employee must be a full time (thirty or more hours per week) classified exempt or nonexempt employee.

Vacation accrual begins on the first day of employment, and employees are eligible for vacation upon successful completion of 30 days of continuous employment. Eligible employees will accrue one day of vacation per month in paid status (e.g. an 8 hour/day 12 month employee will earn 12 days of vacation or 96 hours). Vacation accruals per pay period are displayed in the payroll system and on the employee’s pay stubs.

Vacation Accrual <i>Classified Staff</i>					
	Full Time Equivalent (FTE)	Hours Worked Per Week	Non-Exempt: Per Semi Monthly Pay Period	Exempt: Per Pay Monthly Period	Total Sick Hours Accrued Per Month
Full Time	.75+	30+	4 hours/4 hours	8 hours	8 hours
Part Time	.74 or less	29 or less	not eligible	not eligible	not eligible

As a general practice, the supervisor will make an effort to approve a vacation request that is mutually convenient for the employee and the School. A requested vacation will be approved if the absence does not cause a disruption of service or place an undue burden on fellow employees. All vacation requests must be made in advance of the time to be taken. Any changes to a vacation request must be pre-approved by the supervisor at least three (3) business days prior to the start of the requested date of vacation, except in an

emergency situation. Failure to get pre-approval may result in disciplinary action. The supervisor may determine peak times in which vacations may not be approved.

Employees may be required to use their earned vacation hours during school recess. Vacation can be used in increments of 1 hour and only used from the employee's available accrual. Vacation hours cannot be advanced ahead of the earned accrual. Accrued and unused vacation hours will roll over from year to year but are capped at one and a half times the annual rate of accrual. Employees will not accrue any additional vacation until their balance has dropped below the annual cap.

Terminating employees (voluntary or involuntary discharge, death, end of employment agreement, etc.) will be paid all accrued and unused vacation in their final paycheck.

S. Work Year Calendars

Each year the Board of Directors will approve the instructional and work year calendars for the new school year. Specific work days for certificated staff are determined by the School based on a return date for prep days, professional development, and final date for grade submission. The work days will be designated within the date range listed on the employment agreement.

In coordination with HR, supervisors will prepare a work year calendar displaying the first and last day of the assignment, all recess periods, and designated non-work days. For employees working less than 12 months, non-work days will be determined at the discretion of the employer, indicated on a work calendar provided to the employee, and determined so that work schedules will provide the greatest support to the School or department.

Non-work days are unpaid days based upon the employee's position and employment agreement as stated on the work year calendar. Unlike accrued leave, non-work days will not carry over from year to year.

T. Make-up Time

Nonexempt employees may choose to use make up time in order to accommodate employee scheduling needs. Employees may choose to work over 8 hours on one or more days per week, so they make up work less than 8 hours another day for personal reasons. The extra hours worked for make-up time would not be counted as overtime. Employees are not to work more than 11 hours in a single work day (without prior approval), and the make up time must all be taken and used within the pay work week. If an employee requests make up time and has worked over 8 hours in a day earlier in the week, and their need for time off changes, the employer may still require the employee to take the planned time off to avoid unnecessary overtime. Unless otherwise approved, employees are not to work more than 40 hours per week, in which case, they will be eligible for overtime. Requests for make up time must be submitted to the supervisor in advance.

U. Suggestions

The School is always striving to improve operating procedures and encourages all employees to make suggestions to this end. We welcome suggestions on subjects such as safety; ways to improve customer service; and, how to save labor, money, energy, time, and materials. All suggestions should be submitted in writing to the appropriate supervisor who will in turn discuss them with School management. We appreciate staff suggestions that help make the School more successful.

Initial _____

Section IX: Arbitration Agreement

This Mutual Arbitration Agreement (“Agreement”) is entered into between California Pacific Charter Schools and the employee named below (“Employee”) (collectively the “Parties”).

Voluntary Agreement

Employee understands that this is a voluntary agreement, meaning it is not a condition of employment or continued employment. Employee further understands that the Nonprofit is not offering any employment-related benefit in exchange for entering into this agreement.

Agreement to Arbitrate Disputes and Claims

The School and employee mutually agree to submit to binding arbitration any and all disputes or claims they could otherwise pursue in court arising from or relating to employee’s recruitment to or employment with the School, or the termination of that employment, including claims against any current or former agent or employee of the School, whether the disputes or claims arise in tort, contract, or pursuant to a statute, regulation, or ordinance now in existence or which may in the future be enacted or recognized, including, but not limited to, the following:

- claims for fraud, misrepresentation, promissory estoppel, fraudulent inducement of contract or breach of contract, whether such alleged contract or obligation be oral, written, or express or implied;
- claims for wrongful termination of employment, violation of public policy and constructive discharge, infliction of emotional distress, interference with contract or prospective economic advantage, defamation, unfair business practices, invasion of privacy;
- claims for employment discrimination, retaliation or harassment
- claims for violation of local, state or federal wage and hour laws, such as non-payment or incorrect payment of wages, sick pay, commissions, bonuses, severance, employee fringe benefits, or stock options.

The School and employee understand and agree that the arbitration of the disputes and claims covered by this Agreement shall be the sole and exclusive mechanism for resolving any and all existing and future disputes or claims arising out of employee's recruitment to or employment with the School or the termination thereof, except as set forth below.

Claims Not Covered by this Agreement

The following claims are not subject to arbitration under this Agreement: (1) claims for workers' compensation benefits, state or federal disability benefits or state unemployment benefits; (2) administrative charges or claims filed with a federal, state or local government office or agency, such as the Equal Employment Opportunity Commission ("EEOC") or any comparable state anti-discrimination agency, or the National Labor Relations Board ("NLRB"); (3) claims for sexual harassment or assault that occurred on or after March 3, 2022, or any other claims that, as a matter of law, the Parties cannot agree to arbitrate, or that would make this Agreement voidable under the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021; (4) any claims that, as a matter of law, cannot legally be subject to arbitration; (5) claims under an employee benefit or pension plan that specifies a different arbitration procedure; or (6) litigation pending in a state or federal court as of the date Employee signs this Agreement.

Waiver of Right to Trial

The School and employee understand and agree that the arbitration of disputes and claims under this Agreement shall be instead of a trial before a judge or jury. The School and employee understand and agree that, by signing this Agreement, they are expressly waiving, to the fullest extent permitted by law, any and all rights to a trial before a judge or jury, regarding any disputes and claims they may have that are subject to arbitration under this Agreement.

No Consolidation of Claims / Waiver of Class Claims

The School and employee agree to individualized arbitration, with claims pertaining to different employees to be heard in separate proceedings. This means that no other person shall be entitled to join or consolidate in arbitration any claim by or against other current or former School employees. As such, except as set forth above, the School and employee agree that both the School and employee hereby waive any right to bring on behalf of other persons, or to otherwise participate in, a class, collective or representative action (i.e. a type of lawsuit in which one or several persons sue on behalf of a larger group of persons).

Arbitration Procedures; Final and Binding Award

The arbitration shall be conducted by a single neutral arbitrator in accordance with the then-current Employment Arbitration and Mediation Procedures of the American Arbitration Association ("AAA"), which can be viewed at <http://www.adr.org/employment>. The School will provide the employee with a copy of these rules upon request. The arbitration shall take place in the county of the state in which the employee is or was last employed by the School, unless the School and the employee mutually agree on a different location. All parties shall be entitled to engage in

reasonable pre-hearing discovery to obtain information to prosecute or defend the asserted claims. Any disputes between the parties regarding the nature or scope of discovery shall be decided by the arbitrator. The arbitrator shall hear and issue a written ruling upon any motions brought by either party, including but not limited to, motions for summary judgment or summary adjudication of issues.

After the hearing, the arbitrator shall issue a written decision setting forth the award, if any, and explaining the basis therefore. The arbitrator shall have the power to award any type of relief that would be available in court. The arbitrator's award shall be final and binding upon the parties and may be entered as a judgment in any court of competent jurisdiction. In the event of any conflict in the arbitration procedures set forth in this Agreement and the AAA rules specified above, the AAA rules shall control.

Notwithstanding the foregoing, and regardless of what is provided by AAA's rules, the arbitrator will not have authority or jurisdiction to consolidate claims of different employees into one proceeding, nor shall the arbitrator have authority or jurisdiction to hear the arbitration as a class, collective or representative action.

Governing Law

The School and employee understand and agree that any disputes and claims to be arbitrated under this Agreement shall be governed by the laws of the state in which the employee was employed at the time the arbitrable disputes or claims arose. This Agreement is governed by the Federal Arbitration Act. The School and employee intend that this Agreement be limited to those claims that may legally be subject to a pre-dispute arbitration agreement under applicable law. A court construing this Agreement may therefore modify or interpret it to render it enforceable.

Costs of Arbitration

The School and employee agree that the School will bear the arbitrator's fee and any other type of expenses or cost that the employee would not be required to bear if they were free to bring the disputes or claims in court. Otherwise, the School and employee shall each bear their own attorneys' fees and costs incurred in connection with the arbitration. The arbitrator shall have the authority to award attorneys' fees and costs as required or permitted by applicable law. If there is a dispute as to whether the School or employee is the prevailing party in the arbitration, the arbitrator will decide the issue.

Severability

The School and employee understand and agree that if any term or portion of this Agreement shall, for any reason, be held to be invalid or unenforceable or to be contrary to public policy or any law, then the remainder of this Agreement shall not be affected by such invalidity or unenforceability but shall remain in full force and effect, as if the invalid or unenforceable term or portion thereof had not existed within this Agreement.

Complete Agreement

The School and employee understand and agree that this Agreement contains the complete agreement between the School and employee regarding the subjects covered in it; that it supersedes any and all contrary prior representations and agreements between

the School and employee on these subjects, if any; and that it may be modified only in writing, expressly referencing this Agreement and employee by full name, and signed by an authorized representative of the School and the employee.

Acknowledgements

The employee has been advised to consult with an attorney of their own choosing before signing this Agreement. The employee agrees to read this Agreement carefully and understands that by signing it, they are waiving all rights to a trial or hearing before a judge or jury with respect to any and all disputes and claims regarding employee's employment with the School or the recruitment to or termination thereof that are subject to arbitration under this Agreement.

- Agree to Mutual Arbitration Agreement
- Decline to agree to Mutual Arbitration Agreement

Employee Name: _____

Employee Signature: _____

Date: _____

Confirmation of Receipt of Handbook

I have received the School's Employee Handbook. I understand and agree that it is my responsibility to read and familiarize myself with its policies and procedures, including the Schools policy for preventing discrimination, harassment and retaliation. I have been given the opportunity to ask any questions I might have about the policies in the Handbook.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the School. The School reserves the right to change my hours, wages, and working conditions at any time. I understand and agree that other than the CEO, no manager, supervisor, or representative of the School has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the CEO has the authority to make any such agreement and then only in writing, signed by the CEO.

I understand and agree that nothing in the Employee Handbook creates or is intended to create a promise or representation of continued employment and that employment at the School is employment at-will; employment may be terminated at the will of either the School or myself. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between the School and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with the School.

Employee's Signature

Employee's Print Name

Date

