

### California Pacific Charter Schools

### **Regular Meeting of the Board of Directors**

Published on February 17, 2023 at 2:34 PM PST

Date and Time Tuesday February 21, 2023 at 5:00 PM PST

Location The meeting will be held virtually.

Join by telephone or via Zoom conferencing link below: Dial by your location +1 669 900 6833 US (San Jose)

+1 213 338 8477 US (Los Angeles) Meeting ID: 978 3569 3475

https://cal-pacs-org.zoom.us/j/97835693475

#### **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
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Kelly Wylie

Agenda	5	-	
	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 Jason McFaul, Member			
II. Pledge of Allegiance			5:02 PM
<b>A.</b> Led by Board President or designee.		Board President	5 m
III. Approve Adopt/Agenda			5:07 PM
A. Agenda	Vote	Board President	1 m
It is recommended the Board of Directors adopt a regular Board meeting of February 21, 2023.	s presented	, the agenda for	r the
Roll Call Vote: Kelly Wylie Dr. Shirley Peterson Tanya Rogers Bill Howard Jason McFaul			
Moved by Seconded by Ayes	Nays	Absent	
IV. Approve Minutes			5:08 PM
<ul> <li>A. Minutes of the Regular Board meeting that was held on January 10, 2023</li> <li>Roll Call Vote:</li> </ul>	Approve Minutes		3 m

			Purpose	Presenter	Time
Dr. Shirley Pete	erson				
Tanya Rogers					
Bill Howard					
Jason McFaul					
Moved by	Seconded by	Ayes	Nays _	Absent	
					5 44 DM
V. Board Gove	rnance				5:11 PM

A. Approval of Resolution No. 2023-2-21VoteBoard3 mRecognizing a State of Emergency and<br/>Re-Authorizing Teleconferenced<br/>Meetings Pursuant to AB 361President

It is recommended the Board approve Resolution No. 2023-2-21 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 Peterso	on				
Tanya Rogers					
Bill Howard					
Jason McFaul					
Moved by	Seconded by	Ayes	Nays	Absent	

B. Plan for In-Person Meetings of the Board Discuss Kevin Davis 10 m of Directors, Presented by Kevin Davis, Procopio Law Firm

It is recommended the Board be presented with the Brown Act Updates for Board meeting participation by teleconference due to the end of the COVID-19 State of Emergency, and return to in-person meetings beginning March 1, 2023.

Purpose Presenter Time

#### VI. 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.

VII. Correspondence/Proposals/Reports			5:24 PM
A. School Highlights, Presented by Christine Feher, CEO/Superintendent	Discuss	Christine Feher	5 m
B. School Community and Events, Presented by Christine Feher, Student Council Members, and, Ms. Becki Ockey	Discuss	Christine Feher	15 m
C. California School Dashboard Update, Presented by Gretchen Chamberlain, Assistant Director of Data & Assessment	Discuss	Gretchen Chamberlain	10 m
<ul> <li>D. Letter from Warner Unified School District 2022-23 re: First Interim Report, California Pacific Charter School - San Diego, Presented by Christine Feher, CEO/Superintendent</li> </ul>	FYI	Christine Feher	2 m
E. Letter from Acton-Agua Dulce Unified School District re: 2022-23 First Interim Report, California Pacific Charter - LA, Presented by Christine Feher, CEO/Superintendent	FYI	Christine Feher	2 m
F. 2023-24 Board Meeting Calendar - First Reading, Presented by Christine Feher, CEO/Superintendent	Discuss	Christine Feher	5 m

#### VIII. Consent

Items listed under Consent are considered routine and will be approved/adopted by a single motion. There will be no separate discussion of these items; however, any item may be removed from the Consent Calendar upon the request of any member of the Board, discussed, and acted upon separately.

#### 6:03 PM

5.21 DM

			Purpose	Presenter	Time
A. Consent	- Business/Financial S	Services			1 m
2. Approval February 3. Ratificatio	egisters and J.P. Morg of New Legal Fee Str 1, 2023 on of Goalbook Toolki of Surplus of Electror	t Members	Young, Minr		, Effective
B. Consent	- Education/Student S	ervices			1 m
	of 2023-24 Instruction of Comprehensive So			P), February 20	23
C. Consent	- Personnel Services		Vote	Board President	1 m
• •	of Certificated - Perso of 2023-24 Employee				
	listed A through C a bted by a single moti		ered routine	and will be	
Roll Call Vote: Kelly Wylie Dr. Shirley Pete Tanya Rogers Bill Howard Jason McFaul					
Moved by	Seconded by	Ayes	Nays	Absent	
IX. Business/F	inancial Services				6:06 PM
	of Sage Intacct 2023 ng Services Contract (		Vote	Shannon Green	5 m
and Los Angele	ded the Board approve lifornia Pacific Charter es (#1751).	•		•	
and Los Angele Fiscal Impact: \$ California Pacifi California Pacifi	lifornia Pacific Charter es (#1751).	- Schools - es (#1751) o (#1758)	Sonoma (#20	•	

			Purpose	Presenter	Time
Kelly Wylie					
Dr. Shirley Peters	son				
Tanya Rogers					
Bill Howard					
Jason McFaul					
Moved by	_ Seconded by	Ayes	Nays	Absent	
Modified C	n of TeachTown Exp Curriculum for Severe Special Edu		Vote	Christine Feher	5 m
	ed the Board ratify th - Sonoma (#2037), \$				
California Pacific California Pacific	ot to exceed \$15,000 Charter - Los Ange Charter - San Diego Charter - Sonoma (	les (#1751) o (#1758)	\$7,537.50 \$5,005.50		
Roll Call Vote: Kelly Wylie Dr. Shirley Peters Tanya Rogers Bill Howard	son				
Jason McFaul Moved by	_Seconded by	Ayes	Nays	Absent	
<b>C.</b> Approval c	of UKG Service Agre	ement	Vote	Corrie Amador	5 m
HR, payroll, and	ed the Board approv benefits manageme ego (#1758), and Los	nt for Califo	ornia Pacific C	0	
Fiscal Impact: \$3	5,000	<i></i>	f		

\$10,000 one time implementation fees, effective fiscal year 2022-23\$25,000 Annual subscription fees for 100 employees, effective fiscal year 2023-24

Fiscal Year 2022-23 impact \$10,000 to be split by ADACalifornia Pacific Charter - Los Angeles (#1751)\$5,025California Pacific Charter - San Diego (#1758)\$3,337California Pacific Charter - Sonoma (#2037)\$1,638

Fiscal Year 2023-24 impact \$25,000 to be split by ADA California Pacific Charter - Los Angeles (#1751) \$12,562.50

	Purpose	Presenter	Time
California Pacific Charter - San Diego (#1758)	\$8,342.50		
California Pacific Charter - Sonoma (#2037)	\$4,095.00		

#### 2023-24 fiscal impact split subject to change based on actual ADA of the schools.

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

D. Approval of California Pacific CharterVoteChristine5 mSchools Special Education In-PersonFeherWorkshop

It is recommended the Board approve the California Pacific Charter Schools Special Education In-Person Workshop for California Pacific Charter Schools - Sonoma (#2037), San Diego (#1758), and Los Angeles (#1751).

Fiscal Impact: Approximately \$18,000 to be split by ADACalifornia Pacific Charter - Los Angeles (#1751)\$9,045.00California Pacific Charter - San Diego (#1758)\$6,006.60California Pacific Charter - Sonoma (#2037)\$2,948.40

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

E. Approval of Purchase of StudentVoteChristine5 mChromebooks and Faculty ComputersFeher

It is recommended the Board approve the purchase of student chromebooks and faculty computers for California Pacific Charter Schools - Sonoma (#2037), San Diego (#1758), and Los Angeles (#1751), for the 2022-23 school year.

Fiscal Impact: Up to \$100,000 to be split by ADACalifornia Pacific Charter - Los Angeles (#1751)\$50,250California Pacific Charter - San Diego (#1758)\$33,370California Pacific Charter - Sonoma (#2037)\$16,380

			Purpose	Presenter	Time
Roll Call Vote:					
Kelly Wylie					
Dr. Shirley Peters	son				
Tanya Rogers					
Bill Howard					
Jason McFaul	Seconded by	Δνος	Novo	Abcont	
	_ Seconded by	Ayes	Nays		
F. Ratificatior	n of 2023-25 DocuSig	In	Vote	Christine	5 m
Contract (F	•			Feher	
	ed the Board ratify the chools - Sonoma (#20		•		
Fiscal Impact: \$3	3,875.00 Total				
California Pacific California Pacific	-23 impact \$14,017.2 Charter - Los Angele Charter - San Diego Charter - Sonoma (#	es (#1751) (#1758)	•		
	-25 impact \$19,857.7	•	-		
	Charter - Los Angele	, ,			
	Charter - San Diego		\$6,626.53		
California Pacific	Charter - Sonoma (#	2037)	\$3,252.70		
Roll Call Vote:					
Kelly Wylie					
Dr. Shirley Peters	son				
Tanya Rogers					
Bill Howard					
Jason McFaul Moved by	_Seconded by	Aves	Navs	Absent	
	_ =====================================				
X. Education/Stu	udent Services			6:3	86 PM
	f Arts, Music, and Ins Discretionary Block G re Plan		Vote	Shannon Green	5 m
Discretionary Blo	d the Board approve ck Grant Expenditure , San Diego (#1758),	Plan for C	California Pac	ific Charter Schools	

Fiscal Impact: California Pacific Charter - Los Angeles (#1751) \$221,144

	Purpose	Presenter	Time
California Pacific Charter - San Diego (#1758)	\$175,471		
California Pacific Charter - Sonoma (#2037)	\$100,877		
Roll Call Vote:			
Kelly Wylie			
Dr. Shirley Peterson			
Tanya Rogers			
Bill Howard			
Jason McFaul			
Moved by Seconded by Ayes _	Nays	Absent	

XI. Policy Development			6:41 PM
A. Approval of New Board Policy	Vote	Shannon Green	5 m

It is recommended the Board approve the proposed policy. This policy will replace the current policy and will allow the Board to address any related complaints or issues that may be raised in the school/work environment.

#### 3000 Series - Business and Non Instructional

3016-CPCS Third-Party Processor Policy

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

#### XII. Calendar

The next scheduled regular meeting of the Board of Directors will be held on March 7, 2023.

XIII. Comments			6:46 PM
A. Board Comments			5 m
B. CEO/Superintendent Comments			5 m
XIV. Closing Items			6:56 PM
A. Adjourn Meeting	Vote	Board President	3 m

			Purpose	Presenter	Time
Roll Call Vote:					
Kelly Wylie					
Dr. Shirley Peters	son				
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

# Minutes of the Regular Board meeting that was held on January 10, 2023

Section:	IV. Approve Minutes		
Item:	A. Minutes of the Regular Board meeting that was held on		
January 10, 2023			
Purpose:	Approve Minutes		
Submitted by:			
Related Material:			
Minutes for Regular Meeting of the Board of Directors on January 10, 2023			



### California Pacific Charter Schools

### Minutes

Regular Meeting of the Board of Directors

#### Date and Time

Tuesday January 10, 2023 at 5:00 PM

#### Location The meeting will be held virtually.

Join by telephone or via Zoom conferencing link below: Dial by your location +1 213 338 8477 US (Los Angeles) +1 669 900 6833 US (San Jose) Meeting ID: 959 1256 5793

https://cal-pacs-org.zoom.us/j/95912565793

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#### **Directors Present**

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

#### **Directors Absent**

S. Peterson

#### **Guests Present**

C. Amador (remote), C. Feher (remote), G. Chamberlain (remote), K. Madden (remote), L. Hath (remote), S. Green (remote), Vangie Akridge (remote)

#### I. Opening Items

#### A. Call the Meeting to Order

K. Wylie called a meeting of the board of directors of California Pacific Charter Schools to order on Tuesday Jan 10, 2023 at 5:04 PM.

#### **B. Record Attendance**

#### II. Pledge of Allegiance

#### A. Led by Board President or designee.

Tanya Rogers, Clerk led the Pledge of Allegiance.

#### III. Approve Adopt/Agenda

#### A. Agenda

T. Rogers made a motion to Kelly Wylie, President.J. McFaul seconded the motion.The board **VOTED** unanimously to approve the motion.

#### **IV. Approve Minutes**

#### A. Minutes of the Regular Board meeting that was held on December 6, 2022

W. Howard made a motion to approve the minutes from Regular Meeting of the Board of Directors on 12-06-22.J. McFaul seconded the motion.The board **VOTED** unanimously to approve the motion.

#### V. Board Governance

### A. Approval of Resolution No. 2023-1-10 Recognizing a State of Emergency and Re-Authorizing Teleconferenced Meetings Pursuant to AB 361

T. Rogers made a motion to Kelly Wylie, President.W. Howard seconded the motion.Option 2 was selected by Board Members.The board **VOTED** unanimously to approve the motion.

#### **VI. Public Comments**

#### A. Recognition and Reports.

There were no public comments regarding recognition and reports.

#### VII. Correspondence/Proposals/Reports

#### A. School Highlights, Presented by Christine Feher, CEO/Superintendent

Presented by Christine Feher, CEO/Superintendent.

B. Letter from Guerneville School District re: 2022-23 First Interim Report, California Pacific Charter School - Sonoma, Presented by Christine Feher, CEO/Superintendent

Presented by Christine Feher, CEO/Superintendent.

C. Special Education Department Mid-Year Update, Presented by Dr. Vangie Akridge, Special Education Assistant Director

Presented by Dr. Vangie Akridge, Special Education Assistant Director.

D. CliftonLarsonAllen (CLA) Annual Audit Report - Year Ended June 30, 2022 -California Pacific Charter Schools (Final), Presented by Shannon Green, Assistant Director of Fiscal Services

Presented by Shannon Green, Assistant Director of Fiscal Services.

#### **VIII. Consent**

#### A. Consent - Business/Financial Services

- 1. Check Registers and J.P. Morgan Statement December 2022
- 2. Approval of Contract for Legal Services with McDougal Boehmer Foley Lyon Mitchell & Erickson

#### **B.** Consent - Personnel Services

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

Consent items listed under A and B were approved by a single motion.

- 1. Approval of Certificated Personnel Report
- 2. Approval of Classified Personnel Report
- 3. Approval of 2023 IRS Mileage Reimbursement Rate
- 4. Approval of Employee Handbook Revisions, Effective January 1, 2023
- 5. Approval of COVID-19 Testing Plan

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

#### IX. Business/Financial Services

#### A. Approval of Veale Outdoor Advertising Contract for Digital Network Advertising

T. Rogers made a motion to Kelly Wylie, President.

J. McFaul seconded the motion.

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

#### X. Education/Student Services

#### A. Approval of 2021-22 School Accountability Report Card (SARC)

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

Kelly Wylie, President noted the Board will be voting on the content and not the format of the SARC.

Christine Feher, CEO/Superintendent presented the SARC.

A Motion was made by Jason McFaul and Seconded by William Howard for the Board to approve the SARC with a request to correct the date on page 5. The board **VOTED** unanimously to approve the motion.

#### **XI. Comments**

#### A. Board Comments

The Board thanked the CPCS staff for their amazing work and said the Board agendas are complex, but easy to digest with the way they are put together. They were happy to hear about the success of Special Education, and said the presentation was very impressive. They look forward to seeing everyone in person at the March Board meeting, and also look forward to receiving their copy of the cook book. "CPCS continues raise the bar." Thank you!

#### **B. CEO/Superintendent Comments**

The CEO/Superintendent, Christine Feher said she feels very refreshed this new year and is really excited for what's to come. She is looking forward to seeing everyone at the March Board meeting and will be having an attorney come to the next Board meeting to give a brief presentation about the details of the upcoming in-person meetings. This will help everyone understand their options of attendance, and to be in compliance with the Brown Act. She is looking forward to a great 2023. Thank you!

#### **XII. Closing Items**

#### A. Adjourn Meeting

W. Howard made a motion to Kelly Wylie, President.J. McFaul seconded the motion.The board **VOTED** unanimously to approve the motion.There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:11 PM.

Respectfully Submitted, K. Wylie

#### Documents used during the meeting

- AMENDED-CPCS Resolution-re-authorizing-AB-361\_1.10.23.pdf.pdf
- December 22-23 SO School Highlights.pdf

- December 22-23 SD School Highlights.pdf
- December 22-23 LA School Highlights.pdf
- First Interim Review signed.pdf
- 2023 SPED Board Update.pdf
- 2021-22 Audit Report California Pacific Charter (FINAL).pdf
- 2021-22 CalPac Governance Communication (FINAL).pdf
- CalPac-SD Check Register December 31 2022.pdf
- CalPac-LA Check Register December 31 2022.pdf
- CalPac-Sonoma Check Register December 31 2022.pdf
- J.P. Morgan Statement December 31 2022.pdf
- Erickson Law Firm-Merger Announcement\_1.1.2023.pdf
- Ltr re\_Erickson Law Firm-LCalPac 2023 Merger 2022-12-05r-signed.pdf
- Contract\_Erickson Law Firm-CalPacCS 2023-fin.pdf
- XI.B.3. BUS Approval of 2023 IRS Mileage Reimbursement Rate.docx.pdf
- XI.B.4 BUS Employee Handbook Revisions January 2023.docx.pdf
- XI.B.4.a Employee Handbook Revision Summary 1.10.2023.docx.pdf
- XI.B.4.b Employee Handbook JANUARY 2023 CPCS.docx.pdf
- XI.B.5 BUS COVID-19 Testing Plan.pdf
- XI.B.5.a Attach COVID-19 Testing Plan 12-2022.pdf
- Unit 114 CA Pacific Charter School 2023 Contract 12.7.2022.pdf
- 2022 SARC\_CPC-LA.pdf
- 2022 SARC\_CPC-SD.pdf
- 2022 SARC\_CPC-SO.pdf

#### FOR MORE INFORMATION

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

### Coversheet

### Approval of Resolution No. 2023-2-21 Recognizing a State of Emergency and Re-Authorizing Teleconferenced Meetings Pursuant to AB 361

 Section:
 V. Board Governance

 Item:
 A. Approval of Resolution No. 2023-2-21 Recognizing a State

 of Emergency and Re-Authorizing Teleconferenced Meetings Pursuant to AB 361

 Purpose:
 Vote

 Submitted by:

 Related Material:

 AMENDED-CPCS Resolution-re-authorizing-AB-361\_2.21.23.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 2023-2-21, 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. 2023-2-21

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 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.

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 21st day of the month of February in 2023.

AYES

NOES

California Pacific Charter Schools - Regular Meeting of the Board of Directors - Agenda - Tuesday February 21, 2023 at 5:00 PM

ABSENT

ABSTAIN

Signed:

Signed:

Kelly Wylie President, Governing Board Tanya Rogers Clerk, Governing Board

### Coversheet

### Plan for In-Person Meetings of the Board of Directors, Presented by Kevin Davis, Procopio Law Firm

 Section:
 V. Board Governance

 Item:
 B. Plan for In-Person Meetings of the Board of Directors,

 Presented by Kevin Davis, Procopio Law Firm

 Purpose:
 Discuss

 Submitted by:

 Related Material:

 Cal-Pac\_Presentation\_re\_Brown\_Act\_Updates\_and\_Board\_Meetings.pdf



### California Pacific Charter Schools Brown Act Updates for Board Meetings

February 21, 2023

Kevin M. Davis Senior Associate

## What We'll Cover

- Updates to Brown Act
  - Brief Recap of AB 361
  - End of State of Emergency
  - AB 2449 Option
- Brown Act Teleconference Rules
- Education Code Requirements
- Board Meeting Locations
- Board Member Compliance
- Non-Compliance

Procopio

## **Reminder: Assembly Bill 361**

- Allows the entire board to meet remotely
- Board must consider circumstances of the state of emergency at least every 30 days and whether any of the following findings can be made:
  - Direct impact to ability of board members to meet safely in person
  - State or local officials continue to impose or recommend social distancing
- If findings made, the following Brown Act requirements are suspended:
  - No need to identify physical locations of each teleconferencing location in agenda
  - No need to post agendas at each teleconferencing location
  - No need to provide public access at each teleconferencing location
  - No need to have a quorum of board members dialing in from within the county

## **State of Emergency Ending**

- Governor Newsom will end State of Emergency on February 28, 2023
  - Means the end of fully-remote board meetings
    - Even though AB 361 was effective through January 1, 2024
    - State or local officials stopped recommending social distancing
- Boards return to in-person meetings starting March 1, 2023
  - Traditional, pre-pandemic teleconference rules still apply, OR
  - New teleconference rules under AB 2449 also apply (as an alternative)

California Pacific Charter Schools - Regular Meeting of the Board of Directors - Agenda - Tuesday February 21, 2023 at 5:00 PM

# Procopio

# **NEW AB 2449 RULES\***

\* AN ALTERNATIVE TO THE TRADITIONAL BROWN ACT TELECONFERENCE RULES—NOT A REPLACEMENT



- Effective January 1, 2023 through January 1, 2026
- Individual board members may participate in meetings remotely, <u>but only</u> due to "emergency circumstances" or for "just cause"
  - Emergency circumstances:
    - Physical or family medical emergency that prevents board member from attending in person
  - Just cause:
    - Childcare or caregiving need that requires the board member to participate remotely
    - Contagious illness that prevents the board member from attending in person
    - A need related to a physical or mental disability that is not accommodated at the meeting
    - Travel while on official business of the board or another agency

- Agenda
  - Board member's remote location does not need to be identified on agenda
  - No need to post agenda at board member's remote location
- Location Requirements
  - No need to provide public access at board member's remote location
  - At least a quorum of the board must participate at <u>a single physical location</u>:
    - Identified on agenda
    - Within jurisdiction
    - Open to the public

### Board member disclosures

- Board member must notify school as soon as possible of need to participate remotely at a particular meeting
  - Must provide general description of reason
  - Do not need to disclose personal medical information, or medical diagnosis or disability
  - Ok to provide notice at start of meeting
- Before any action taken at the meeting, board member must publicly disclose
  - Any adults in the room with the board member
  - The general nature of the **person's relationship** with the board member

- Limitations on Frequency a board member <u>cannot</u>:
  - Participate for "just cause" more than 2 times per calendar year
  - Participate remotely for any reason for more than 3 consecutive months or 20% of regular meetings within a calendar year
    - If board meets only 10 times per year or less, then only 2 times per year

- Administrative Requirements for Meeting when board member participating remotely:
  - Public must be able to remotely hear and visually observe meeting, and remotely address the board, through at least one of the following:
    - A 2-way audiovisual platform <u>or</u>
    - A 2-way telephonic service *and* a live webcast of the meeting
  - Notices/agendas must identify how public accesses meeting and comments
  - Public must be able to attend meeting and address the board through:
    - In-person at physical meeting location
    - Call-in option <u>and</u>
    - Internet-based service option
  - If broadcast of meeting or public's ability to comment via call-in or internet-based options is disrupted, board cannot take further action until restored
  - Public must be able to comment in real-time, cannot require comments in advance
  - It's ok if third-party website or internet platform requires registration/log-in to participate in meeting or provide comments

9

### Procopio

California Pacific Charter Schools - Regular Meeting of the Board of Directors - Agenda - Tuesday February 21, 2023 at 5:00 PM

# Procopio

# **TRADITIONAL BROWN ACT RULES**

### **PLAN GOING FORWARD**

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## Teleconferencing (Traditional Brown Act Rules Still Apply)

- Board members may use teleconferencing (phone or video) only if:
  - Agenda identifies teleconference location
    - Address where board member is participating (including room number or name, if applicable)
  - Quorum is within the jurisdiction
    - "Jurisdiction" is not defined
  - Agenda is posted at teleconference location
    - 72 hours or 24 hours in advance of meeting
  - Teleconference location is accessible to the public
    - ADA compliance, no admission fee or purchase, can address the board and provide comments
  - Roll call votes

## **Education Code Requirements**

- SB126 imposed additional requirements as part of Ed. Code for charters— not actually part of the Brown Act— effective January 1, 2020
- Board meeting location requirements vary depending on number of school sites and counties you operate in (Cal-Pac falls into the third column)

	MULTIPLE CHARTERS		
SINGLE CHARTER	SAME COUNTY	MULTIPLE COUNTIES	
Meeting to take place within boundaries of county where authorized and located	Meeting to take place within boundaries of county where authorized and located	Meeting to take place within county where greatest number of pupils reside (may change)	
Two-way teleconference from each site* if you have more than one	Two-way teleconference from each site*	Two-way teleconference from each site*	
		Audio/video record and post to website	

\* Includes schoolsites and resource centers.

## **Summary of Location Requirements**

- Brown Act:
  - Board meetings held within boundaries of agency's jurisdiction
- Brown Act Teleconference Rules (Traditional):
  - Quorum of board must participate from locations within boundaries of agency's jurisdiction
- Education Code for Multi-County Charter Operators:
  - Meeting to take place within boundaries of county in which the greatest number of students enrolled at the charter schools reside
  - Two-way teleconference from each schoolsite and resource center

## **California Pacific's Counties**

- Brown Act:
  - Board meetings held within boundaries of agency's jurisdiction
- Brown Act Teleconference Rules (Traditional):
  - Quorum of board must participate from locations within boundaries of agency's jurisdiction
- Education Code for Multi-County Charter Operators:
  - Meeting to take place within boundaries of county in which the greatest number of students enrolled at the charter schools reside
  - Two-way teleconference from each schoolsite and resource center





### Procopio

### **Board Member Compliance**

- Notify staff as early as possible if participating by teleconference
  - Agenda must identify teleconference location (address, room number or name, if applicable)
  - Agenda is posted 72 hours or 24 hours in advance of meeting
- Agenda must be posted at teleconference location
  - May require assistance from third party at the teleconference location in order to post 72 hours or 24 hours in advance
- Teleconference location must be accessible to the public
  - Members of the public may show-up at your home, may have ADA or other accessibility issues
  - May require advanced coordination with teleconference location (such as reserving a conference room, rather than personal hotel room)
  - Cannot call-in from a moving vehicle
# **Risks of Non-Compliance**

- Board member would not count for quorum or vote
- Brown Act Violations
  - Demand to cure or correct action(s) taken
  - Lawsuit to stop violations or void past action
  - Costs and attorney fees
- Charter Schools Act Violations
  - Notice of violation or notice of concern from authorizer
  - Charter revocation procedure

# Thank you!

## **Questions?** Please contact me anytime.



Kevin M. Davis Senior Associate

619.515.3293 kevin.davis@procopio.com

Procopio

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### Coversheet

#### School Highlights, Presented by Christine Feher, CEO/Superintendent

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

# CPCS SAN DIEGO School Highlights



# January 2023

**CURRENT ENROLLMENT** 

# 280

# PROGRAM HIGHLIGHTS

January wrapped up the first semester and kicked off the second semester. Final exams were proctored, early grads celebrated, and new students welcomed on board. The start of the second semester brought a fresh start to all students and an opportunity to set goals for improvement. K-8 students participated in mid year NWEA testing and progress conferences were held for students in MARS intervention. The entire school joined in the Great Kindness Challenge and students attended a virtual field trip to learn about dairy farming in California and an in person field trip to the Columbia Memorial Space Center.

Staff participated in professional development, including attending the CA Kindergarten Conference, collaborating on E3 work, and attending sessions held by the CDE on truancy. We





welcomed our new school social worker, Yeni Sandoval, to continue our efforts to support the whole child and meet the increasing needs of our families. A school site council meeting was held to review the School Accountability Report Card (SARC) and updated School Safety Plan.

Tuesday February 21, 2023 at 5:00 PM

## STUDENT ACHIEVEMENT

**High School Graduates:** This semester we celebrated the graduation of 2 students! Congratulations to W. Randall and D. Sanchez Fernandez for meeting all requirements to earn their diplomas.

#### Semester 1 Completion Rates:

#### High School Semester 1 Completion Rates

High School had an overall completion rate of 88.48% across all three pathways (traditional, credit recovery, and foundations). Continuous enrollment throughout the semester impacted overall completion rate growth from Fall 2021 to Fall 2022, however, students still completed courses and positive gains were made in the foundation courses. In the traditional program, rates were 93.11% (79.11% rate for a grade of C or higher). The credit recovery program rates were at 78.34% (50.44% rate for a grade of C or higher). We were especially excited for our Foundations rates that saw a positive increase of 11.95% with completion rates of 84.17%. This shows that we are supporting at promise students and students at risk for not graduating with their 4 yr cohort.

#### Middle School Semester 1 Completion Rates

Completion rates for middle school had a positive increase of 12.87% from Fall 2021 to Fall 2022 resulting in an overall completion rate of 77.11% (58.96% rate for a grade of C or higher). Both 7th and 8th grade had significant gains from Fall 2021. The change in middle school math to include options that support 7th and 8th graders at three levels saw a completion rate of 63% (4.38% increase from Fall 2021). Language Arts grades also saw a significant increase with a completion rate of 79.05% (30.77% increase from Fall 2021). It was exciting to see this growth in language arts as this was also the first semester offering honors course options, which achieved a 100%



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# SAN DIEGO

January 2023

completion rate. The work the middle school teachers have been doing with the ASPIRE network and strategic use of academic support through the MARS program continues to positively impact completion rate outcomes and accelerating student learning.

#### Elementary School Semester 1 Completion Rates

Elementary had an overall completion rate of 84.31% (78.16% rate for a grade of C or higher) and a completion rate of 97.60% for lower (TK-2nd) and a completion rate of 76.00% for upper elementary (3rd-6th). While rates fell slightly from Fall 2021, a continued emphasis on skill building and foundational knowledge through academic support in MARS, small group instruction, and one-to-one support continue to drive student progress to meet the increase of students in need of learning acceleration. As both teachers and students get more familiar with the new curriculum implemented in grades K-6 this year we are hopeful that completion rates will continue to improve, especially for 6th grade.

**MARS Academic Support Class Update:** We are continuing to see positive results and successful acceleration from the K-8 intervention efforts with 8 students making enough progress at the end of the first semester to exit MARS academic support. All students participating in the academic support classes used their start of year NWEA scores to work with their academic support teachers to set goals to achieve by the mid year NWEA assessments. As part of setting goals, students discussed an action plan and were encouraged to share weekly what they were doing to grow in math, reading or in both subject areas. As students wrap up mid year NWEA testing, students will work on seeing where growth goals were made and where new goals can be set for the second semester. Academic support teachers are looking forward to having a conversation with students about what they did that worked well and what they can do to improve in order to reach their next set of goals.

PROFESSIONAL DEVELOPMENT





**Alludo Professional Development:** Staff continued their asynchronous professional development work in Alludo to support staff yearly SMART Goals. All staff are required to utilize this platform to grow their technical and teaching skills this year.

**PLC Work:** Teachers have signed up to focus on one of the various CA School Dashboard initiatives to collaboratively work on a schoolwide approach to improving our school dashboards. Teachers will work together on school initiatives to improve test scores, college & career indicators (CCI), and EL reclassification as our highest priorities. Each staff member will also commit to at least one SMART goal to improve a dashboard area in their own classroom.

**Leadership Book Club:** The admin team and department chairs participated in their fourth book club session with Kurt Madden. This group is doing a deep dive into <u>Impact Players</u> by Liz Wiseman and discussing ways to improve their own practice as impact players at CalPac.

**California Kindergarten Conference:** The lower elementary team had a blast attending this conference and getting in some much needed team bonding time in San Jose. Takeaways include gathering ideas for fun STEM activities, social emotional learning, math games and digital awareness for the classroom. They also demoed new curriculum and resources in augmented reality to support literacy and phonics.

**E3 Committee Meeting:** The E3 Committee continued their work with SDCOE this month by reflecting on goals and progress made so far, drafting revisions to the staff evaluation form, and setting action steps to keep working towards in order to roll out a new evaluation system in the 2023-24 school year.

## 💶 SMART GOALS

For the 2022-23 school year, CalPac will focus on measures of academic achievement, college and career readiness, and EL Progress as we pursue the core values of CalPac C.A.R.E.S.





# SAN DIEGO

January 2023

# PICTURES & VIDEOS

**Dairy Farm Field Trip - 1/13:** K-6 attended a virtual field trip to a California dairy farm hosted by the California Dairy Council. Students got a first hand look at the life cycle of a cow, their digestive system, and the milking progress.



**Semester 1 Art Showcase:** Check out the amazing artwork completed first semester by students in grades TK-12th grade <u>here</u>.

**CA Kindergarten Conference - 1/13-1/15:** The lower elementary teachers represented CPCS at the annual conference.





# SAN DIEGO





**Great Kindness Challenge Week - 1/23-1/26:** Students and staff showed off how cool it is to be kind with a variety of activities, including writing kind messages for friends and family, creating kindness motivational posters and affirmations, and creating a house in CPCS' Kindness Village. The week wrapped up with a kindness read aloud and reflections on how everyone has a kindness superpower. We are proud to be recognized as a Kindness Certified School.

TK-12th Grade Kindness Village Art Project







# SAN DIEGO





**Columbia Memorial Space Center Field Trip - 1/26:** Students had the opportunity to be a part of two missions to mars to complete the assigned challenges as a team. Students also had the opportunity to be a part of the spacecraft crew as well as the team in the mission control room, working towards the same goal.







# SAN DIEGO

January 2023

# FUTURE PROJECTS

Future projects include continuing to focus on SMART Goals, looking at ways to refine staff development and evaluation process with SDCOE E3 program, supporting staff development and training on how to best use CERS and data to support student achievement, enhancing cybersecurity for staff to better protect student and school information, and planning additional professional development for the 22-23 school year. The admissions team is gearing up for spring enrollment and marketing/student recruitment continue to be an area of focus. Work is also underway to launch summer school. Additional planning is being made for field trips and other in person activities, spirit days and student engagement opportunities. CAASPP Preparation will take center stage in the coming months, along with summative ELPAC testing and administering the CA Physical Fitness Test (PFT).



# CPCS SONOMA School Highlights



# January 2023

**CURRENT ENROLLMENT** 

California Pacific Charter Schools - Regular Meeting of the Board of Directors - Agenda - Tuesday February 21, 2023 at 5:00 PM

# 150

# PROGRAM HIGHLIGHTS

January wrapped up the first semester and kicked off the second semester. Final exams were proctored, early grads celebrated, and new students welcomed on board. The start of the second semester brought a fresh start to all students and an opportunity to set goals for improvement. K-8 students participated in mid year NWEA testing and progress conferences were held for students in MARS intervention. The entire school joined in the Great Kindness Challenge and students attended a virtual field trip to learn about dairy farming in California and an in person field trip to the Columbia Memorial Space Center.

Staff participated in professional development, including attending the CA Kindergarten Conference, collaborating on E3 work, and attending sessions held by the CDE on truancy. We





# SONOMA

January 2023

welcomed our new school social worker, Yeni Sandoval, to continue our efforts to support the whole child and meet the increasing needs of our families. A school site council meeting was held to review the School Accountability Report Card (SARC) and updated School Safety Plan.

Regular Meeting of the Board of Directors - Agenda - Tuesday February 21. 2023 at 5:00 PM

# STUDENT ACHIEVEMENT

**High School Graduates:** This semester we celebrated the graduation of 4 students! Congratulations to A. Sohrab, M. Carr, K. Kerber, and J. Kolkmann for meeting all requirements to earn their diplomas.

#### Semester 1 Completion Rates:

#### High School Semester 1 Completion Rates

High School had an overall completion rate of 84.39% across all three pathways (traditional, credit recovery, and foundations). Continuous enrollment throughout the semester impacted overall completion rate growth from Fall 2021 to Fall 2022, however, students still completed courses and positive gains were made in credit recovery courses. In the traditional program, rates were 82.7% (68.49% rate for a grade of C or higher). The credit recovery program rates saw a gain of 9.85% from the previous year and were at 87.31% (68.51% rate for a grade of C or higher). In the Foundations program rates were 43.33%.

#### Middle School Semester 1 Completion Rates

Completion rates for middle school had a positive increase of 15.05% from Fall 2021 to Fall 2022 resulting in an overall completion rate of 93.94% (78.49% rate for a grade of C or higher). Both 7th and 8th grade had significant gains from Fall 2021. The change in middle school math to include options that support 7th and 8th graders at three levels saw a completion rate of 84.72% (11.04% increase from Fall 2021). Language Arts grades also saw a significant increase with a completion rate of 100% (22.22% increase from Fall 2021). It was exciting to see this growth in language arts as this was also the first semester offering honors course options, which achieved a 100% completion rate. The work the middle school teachers have been doing with the ASPIRE network





# SONOMA

January 2023

and strategic use of academic support through the MARS program continues to positively impact completion rate outcomes and accelerating student learning.

#### Elementary School Semester 1 Completion Rates

Elementary had an overall completion rate of 94.12% (89.88% rate for a grade of C or higher) and a completion rate of 90% for lower (TK-2nd) and a completion rate of 95.83% for upper elementary (3rd-6th). While rates fell slightly from Fall 2021, a continued emphasis on skill building and foundational knowledge through academic support in MARS, small group instruction, and one-to-one support continue to drive student progress to meet the increase of students in need of learning acceleration. As both teachers and students get more familiar with the new curriculum implemented in grades K-6 this year we are hopeful that completion rates will continue to improve, especially for 6th grade.

**MARS Academic Support Class Update:** We are continuing to see positive results and successful acceleration from the K-8 intervention efforts. All students participating in the academic support classes used their start of year NWEA scores to work with their academic support teachers to set goals to achieve by the mid year NWEA assessments. As part of setting goals, students discussed an action plan and were encouraged to share weekly what they were doing to grow in math, reading or in both subject areas. As students wrap up mid year NWEA testing, students will work on seeing where growth goals were made and where new goals can be set for the second semester. Academic support teachers are looking forward to having a conversation with students about what they did that worked well and what they can do to improve in order to reach their next set of goals.

#### PROFESSIONAL DEVELOPMENT

**Alludo Professional Development:** Staff continued their asynchronous professional development work in Alludo to support staff yearly SMART Goals. All staff are required to utilize this platform to grow their technical and teaching skills this year.





**PLC Work:** Teachers have signed up to focus on one of the various CA School Dashboard initiatives to collaboratively work on a schoolwide approach to improving our school dashboards. Teachers will work together on school initiatives to improve test scores, college & career indicators (CCI), and EL reclassification as our highest priorities. Each staff member will also commit to at least one SMART goal to improve a dashboard area in their own classroom.

**Leadership Book Club:** The admin team and department chairs participated in their fourth book club session with Kurt Madden. This group is doing a deep dive into <u>Impact Players</u> by Liz Wiseman and discussing ways to improve their own practice as impact players at CalPac.

**California Kindergarten Conference:** The lower elementary team had a blast attending this conference and getting in some much needed team bonding time in San Jose. Takeaways include gathering ideas for fun STEM activities, social emotional learning, math games and digital awareness for the classroom. They also demoed new curriculum and resources in augmented reality to support literacy and phonics.

**E3 Committee Meeting:** The E3 Committee continued their work with SDCOE this month by reflecting on goals and progress made so far, drafting revisions to the staff evaluation form, and setting action steps to keep working towards in order to roll out a new evaluation system in the 2023-24 school year.

# 💶 SMART GOALS

For the 2022-23 school year, CalPac will focus on measures of academic achievement, college and career readiness, and EL Progress as we pursue the core values of CalPac C.A.R.E.S.

# PICTURES & VIDEOS





**Dairy Farm Field Trip - 1/13:** K-6 attended a virtual field trip to a California dairy farm hosted by the California Dairy Council. Students got a first hand look at the life cycle of a cow, their digestive system, and the milking progress.



**Semester 1 Art Showcase:** Check out the amazing artwork completed first semester by students in grades TK-12th grade <u>here</u>.

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TK-12th Grade Kindness Village Art Project









**Columbia Memorial Space Center Field Trip - 1/26:** Students had the opportunity to be a part of two missions to mars to complete the assigned challenges as a team. Students also had the opportunity to be a part of the spacecraft crew as well as the team in the mission control room, working towards the same goal.



# FUTURE PROJECTS

Future projects include continuing to focus on SMART Goals, looking at ways to refine staff development and evaluation process with SDCOE E3 program, supporting staff development and training on how to best use CERS and data to support student achievement, enhancing cybersecurity for staff to better protect student and school information, and planning additional professional development for the 22-23 school year. The admissions team is gearing up for spring enrollment and marketing/student recruitment continue to be an area of focus. Work is also underway to launch summer school. Additional planning is being made for field trips and other in person activities, spirit days and student engagement opportunities. CAASPP Preparation will take center stage in the coming months, along with summative ELPAC testing and administering the CA Physical Fitness Test (PFT).



# CPCS LOS ANGELES School Highlights



# January 2023

**CURRENT ENROLLMENT** 

438

# PROGRAM HIGHLIGHTS

January wrapped up the first semester and kicked off the second semester. Final exams were proctored, early grads celebrated, and new students welcomed on board. The start of the second semester brought a fresh start to all students and an opportunity to set goals for improvement. K-8 students participated in mid year NWEA testing and progress conferences were held for students in MARS intervention. The entire school joined in the Great Kindness Challenge and students attended a virtual field trip to learn about dairy farming in California and an in person field trip to the Columbia Memorial Space Center.

Staff participated in professional development, including attending the CA Kindergarten Conference, collaborating on E3 work, and attending sessions held by the CDE on truancy. We





welcomed our new school social worker, Yeni Sandoval, to continue our efforts to support the whole child and meet the increasing needs of our families. A school site council meeting was held to review the School Accountability Report Card (SARC) and updated School Safety Plan. We're also incredibly proud to celebrate the school's exit from CSI status. Due to having high graduation rates for the last two consecutive years, our school has been exited from Comprehensive Support and Improvement!

## STUDENT ACHIEVEMENT

**High School Graduates:** This semester we celebrated the graduation of 4 students! Congratulations to C. Avendano, A. Chenault, J. Gallardo Jimenez, and S. Han for meeting all requirements to earn their diplomas.

#### Semester 1 Completion Rates:

#### High School Semester 1 Completion Rates

High School had an overall completion rate of 86.64% across all three pathways (traditional, credit recovery, and foundations). Continuous enrollment throughout the semester impacted overall completion rate growth from Fall 2021 to Fall 2022, however, students still completed courses and positive gains were made in credit recovery and foundation courses. In the traditional program, rates were 90.7% (73.36% rate for a grade of C or higher). The credit recovery program rates saw a gain of 5.15% from the previous year and were at 82.61% (59.8% rate for a grade of C or higher). We were especially excited for our Foundations rates that saw a positive increase of 12.35% with completion rates of 82.12%. This shows that we are supporting at promise students and students at risk for not graduating with their 4 yr cohort.

#### Middle School Semester 1 Completion Rates

Completion rates for middle school had a positive increase of 8.51% from Fall 2021 to Fall 2022 resulting in an overall completion rate of 82.34% (66.71% rate for a grade of C or higher). Both 7th and 8th grade had significant gains from Fall 2021. The change in middle school math to include







January 2023

options that support 7th and 8th graders at three levels saw a completion rate of 75% (1.19% increase from Fall 2021). Language Arts grades also saw a significant increase with a completion rate of 87.5% (28.5% increase from Fall 2021). It was exciting to see this growth in language arts as this was also the first semester offering honors course options, which achieved a 100% completion rate. The work the middle school teachers have been doing with the ASPIRE network and strategic use of academic support through the MARS program continues to positively impact completion rate outcomes and accelerating student learning.

#### Elementary School Semester 1 Completion Rates

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Elementary had an overall completion rate of 91.71% (82.88% rate for a grade of C or higher) and a completion rate of 95.11% for lower (TK-2nd) and a completion rate of 89.22% for upper elementary (3rd-6th). While rates fell slightly from Fall 2021, a continued emphasis on skill building and foundational knowledge through academic support in MARS, small group instruction, and one-to-one support continue to drive student progress to meet the increase of students in need of learning acceleration. As both teachers and students get more familiar with the new curriculum implemented in grades K-6 this year we are hopeful that completion rates will continue to improve, especially for 6th grade.

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# LOS ANGELES

January 2023

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# 💶 SMART GOALS





# LOS ANGELES

January 2023

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## PICTURES & VIDEOS

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# LOS ANGELES





**Great Kindness Challenge Week - 1/23-1/26:** Students and staff showed off how cool it is to be kind with a variety of activities, including writing kind messages for friends and family, creating kindness motivational posters and affirmations, and creating a house in CPCS' Kindness Village. The week wrapped up with a kindness read aloud and reflections on how everyone has a kindness superpower. We are proud to be recognized as a Kindness Certified School.

TK-12th Grade Kindness Village Art Project







# LOS ANGELES





**Columbia Memorial Space Center Field Trip - 1/26:** Students had the opportunity to be a part of two missions to mars to complete the assigned challenges as a team. Students also had the opportunity to be a part of the spacecraft crew as well as the team in the mission control room, working towards the same goal.







# LOS ANGELES

January 2023

## **G** FUTURE PROJECTS

Future projects include continuing to focus on SMART Goals, looking at ways to refine staff development and evaluation process with SDCOE E3 program, supporting staff development and training on how to best use CERS and data to support student achievement, enhancing cybersecurity for staff to better protect student and school information, and planning additional professional development for the 22-23 school year. The admissions team is gearing up for spring enrollment and marketing/student recruitment continue to be an area of focus. Work is also underway to launch summer school. Additional planning is being made for field trips and other in person activities, spirit days and student engagement opportunities. CAASPP Preparation will take center stage in the coming months, along with summative ELPAC testing and administering the CA Physical Fitness Test (PFT).



#### Coversheet

# School Community and Events, Presented by Christine Feher, Student Council Members, and, Ms. Becki Ockey

Section:	VII. Correspondence/Proposals/Reports
Item:	B. School Community and Events, Presented by Christine
Feher, Student Council Members, and, Ms. Becki Ockey	
Purpose:	Discuss
Submitted by:	
Related Material:	School Community & Events 2023.pdf



# Good Evening Board Members!

Thank you for giving us the opportunity to share about our school and some of the amazing events and activities we've had the opportunity to participate in this year.





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ia Pacific Charter Schools - Regular Meeting of the Board of Directors - Agenda - Tuesday February 21, 2023 at 5:00 PM



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# This year we have 11 online clubs for our amazing CalPac students to join that meet at least twice a month.





nia Pacific Charter Schools - Regular Meeting of the Board of Directors - Agenda - Tuesday February 21, 2023 at 5:00 PM





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# **KF6CLUB5**

# BOOK & FILM CLUB

Teacher Advisor: Mrs. Frank

Day & Time: Mon @ 12PM

**Purpose:** Make Fun Films & Books. Work Together to Write our own Screenplay!

# TASTY TREATS CLUB

Teacher Advisor: Mrs. Frank Day & Time: 2nd/4th Mon @ 1 PM

**Purpose:** Cook & Plan Some Delicious Recipes

# ART/DRAWING CLUB

Teacher Advisor: Mrs. Lutz

Day & Time: 2nd/4th Wed @ 1:30PM

**Purpose:** Tips & Tricks About Art, Drawing, 3D Shapes, Crafts, & Drawing Illusions

# LEGO CLUB

Teacher Advisor: Mrs. Jamil Day & Time: 2nd/4th Fri @ 12:30 PM Purpose: to Make & Show Off Lego Builds

# CHILLAX FUN CLUB

Teacher Advisor: Mrs. Okey

Day & Time: 2nd/4th Wed @ 1 PM

**Purpose:** Have Fun With our own Interests

# ANIMAL CLUB

Teacher Advisor: Mrs. Hess

Day & Time: 2nd/4th Tues @ 1PM

**Purpose:** Talk about all things animal related!

SCALIFORNIA PACIFIC CHARTER SCHOOLS

# **7-12 CLUBS:**

# DRAWING/ARTS CLUB

Teacher Advisor: Mrs. Lutz

Day & Time: 2nd/4th Thursdays @ 2PM

**Purpose:** Sketching & Drawing Animals & Shapes

# FILM/MUSIC CLUB

Teacher Advisor: Mr. Speakman

Day & Time: 1st/3rd Fridays @ 1:30 PM

**Purpose**: Socialize & Talk About Film & Music

# MINECRAFT CLUB

Teacher Advisor: Mrs. Hopkins Day & Time: 3rd Wednesdays @ 2 PM Purpose: Have Fun Playing Minecraft & Socialize

## GARDENING/BAKING/NATURE

Teacher Advisor: Mrs. Bayer

**Day & Time:** 2nd/4th Wednesdays @ 1:30 PM

**Purpose:** Tips & Tricks for Better Gardening & Baking

# **CSF/LEADERSHIP CLUB**

Teacher Advisor: Mr. Phipps

Day & Time: 2nd/4th Wednesdays @ 1PM

Purpose: Plan School Events & Come Up With Ideas to Support CalPac & its Students

SCALIFORNIA PACIFIC CHARTER SCHOOLS

nia Pacific Charter Schools - Regular Meeting of the Board of Directors - Agenda - Tuesday February 21, 2023 at 5:00 PM



# Update from student leadership





a Pacific Charter Schools - Regular Meeting of the Board of Directors - Agenda - Tuesday February 21, 2023 at 5:00 PM



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# CSF/Leadership Club

With several younger students participating in the club this year the club has switched is focus more to leadership development.







# CSF/ Student Leadership Club 22-23

# C.S.F/Leadership Group 22-23



# • President: Anthony C. (10th) Highlights this year:

- Fall Club Rush
- Spirit Day Planning
- Spring Club Rush
- Meeting minutes
- Leadership Development
- Virtual Backgrounds



# Jr. Leadership Team

California Pacific Charter Schools - Regular Meeting of the Board of Directors - Agenda - Tuesday February 21, 2023 at 5:00 Pl

Highlights:

- New this year at CalPac
- Social Media
- Red Ribbon Week
- Gratitude Wall
- Whole School Cookbook
- Winter Crafts







# Winter Craft Fun! \*\*\* Brought to you by the 22-23 Jr. Leadership team

# CalPac COOKBOOK 2022-2023









# VLH (VIrtual Learning Hub)

- Combined into one session this year 12:30-3:30

  - Run by lead tutor Laurel Colton
- Currently our V.L.H sessions have over 20 breakout rooms and 8-9 tutors offering a variety of supports such as:
  - -Academic support
  - -Independent Study Rooms
    - -Monthly PD meetings
      - -Finals proctoring

Monday-Friday on Zoom


# **Secret Snowman event for students Professional Development training in Alludo** Starting monthly "Get to know each other" meetings



# 22-23 Highlights









Continuing from last year, CalPac is having monthly K-12 themed class competitions for CalPac students to show their CalPac Spirit. Here's some examples from this year which were made by one of our CTE Design Students.





California Pacific Charter Schools - Regular Meeting of the Board of Directors - Agenda - Tuesday February 21, 2023 at 5:00 PM

# **SPIRIT DAYS 22-23**





As always, the class with the most participants WINS!!





0

# California Pacific Charter Schools

The goal of the CalPac Sunshine Committee is to create a fun and enjoyable working environment!

# Sunshine Committee

Powered by BoardOnTrack



# What we bring sunshine to:

# **Birthdays**

Send out special Zoom backgrounds

# **Big Life Events/ Staff Appreciation**

Virtual cards for staff to sign are sent out for births, marriages, sympathy, etc

Padlets are also used for kids to sign to show appreciation for CalPac staff members

# Friendly Competitions

So far, we have a step challenge for the month of February with more to come!

# **Staff Parties**

The SC comes up with fun games and activities to entertain during big group gatherings

# **Secret Pals**

Staff members are paired with others for monthly gift exchanges. For the last gift, secret pals are revealed!

**Our Committee** 



# Sunshine Committee 2022-23





reeman







# BABY CORBETT due March 17th

If you would like to send diapers for this new mama to be, please send them to the address below! Cynthia Corbett 1420 Santa Rosa St. Oceanside, CA 92058

If you would like to contribute to a gift card, Venmo @Becky-Ockey Last 4 digits of phone number: 7058



California Pacific Charter Schools - Regular Meeting of the Board of Directors - Agenda - Tuesday February 21, 2023 at 5:00 PM





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PACIFIC CHAP, INP SCHOOZS

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## Coversheet

#### California School Dashboard Update, Presented by Gretchen Chamberlain, Assistant Director of Data & Assessment

Section:	VII. Correspondence/Proposals/Reports
Item:	C. California School Dashboard Update, Presented by
Gretchen Chamberlain,	Assistant Director of Data & Assessment
Purpose:	Discuss
Submitted by:	
<b>Related Material:</b>	CALPAC Dashboard 21-22 Board Presentation.pdf

# CA DASHBOARD

2021-2022



# ARD

# REPORTING PRIOR YEAR DATA ONLY ON DASHBOARD \*NO PROGRESS COLORS

The California School Dashboard (Dashboard) reports how districts and schools are performing on multiple state and local measures that make up California's accountability system. The results are used to identify strengths and weaknesses and help ensure that the needs of all students are met.

In prior years, the Dashboard reported performance levels through the use of colors: blue, green, yellow, orange, and red. Blue represents the highest performance level while red represents the lowest performance level. These performance levels were determined using two years of data utilizing current year performance and the difference from prior year to show growth or decline.



Due to requirements under Assembly Bill 130 (AB 130), the California Department of Education (CDE) can only display the most current year of data (also known as Status) on the 2022 Dashboard. Therefore, compared to prior Dashboards, performance levels will not be reported using colors. Instead, the 2022 Dashboard will report performance levels using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for all state measures\* based on the 2021–22 school year data.



ornia Pacific Charter Schools - Regular Meeting of the Board of Directors - Agenda - Tuesday February 21, 2023 at 5:00 PM



ormance



# **CHRONIC ABSENTEEISM** \*students in grades K-8 absent 10% or more of enrolled instructional days



absence and suspension.

SO VH= SPED



# **GRADUATION RATE** The number of cohort students who graduated within 4 or 5 years



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**MEET THE GRADUATION REQUIREMENT HELPS** MANY STUDENTS

## **OVERALL-81**

Did Not Graduate = 17.5%

## **HISPANIC-40**

Did Not Graduate = 8.3%

Did Not Graduate = 11.1%



# SONOMA

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# **ACADEMIC PERFORMANCE- ELA** Average Distance from Standard (DFS) of students in grade 3-8 and 11 DFS=distance above or below the minimum Standard Met (Level 3) scale score



# **STATE RESULTS=**

Meeting of the Board of Directors - Agenda - Tuesday February 21, 2023 at 5:00 PM BY STUDENT GROUP



# LOS ANGELES

# SAN DIEGO

\*Some student groups had no performance indicator due to less than 30 students tested

DFS not displayed ferred by Board Optrack with less than 11 testers

# SONOMA



# ACADEMIC PERFORMANCE- MATH



# **STATE RESULTS =**

# STUDENT GROUP BY





# SAN DIEGO

# LOS ANGELES

California Pacific Charter Schools - Regular Meeting of the Board of Directors - Agenda - Tuesday February 21, 2023 at 5:00 PM

# SONOMA



# **ACADEMIC PERFORMANCE- ENGLISH LEARNERS** THE ELPI STATUS RATE REFLECTS THE NUMBER OF ELS WHO MOVED UP AT LEAST ONE ELPI LEVEL OR MAINTAINED THE ELP CRITERION (LEVEL 4 ON THE ELPAC SA) FROM THE PRIOR TO THE CURRENT YEAR





California Pacific Charter Schools - Regular Meeting of the Board of Directors - Agenda - Tuesday February 21, 2023 at 5:00 PM Assessments: ELs take the ELPAC exam to measure progress towards Eng-





# **COLLEGE & CAREER READINESS**



\*THIS IS AN AREA THAT CALPAC IS VERY FOCUSED ON THIS YEAR AND WORKING TO IMPROVE

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California Pacific Charter Schools - Regular Meeting of the Board of Directors - Agenda - Tuesday February 21, 2023 at 5:00 PM

# **CALPAC'S AREAS OF STRENGTH**

**GRADUATION RATE** 

ENGLISH LEARNER PROGRESS

SPECIFIC STUDENT GROUPS NOT BEING LEFT BEHIND

MATH SCO
SPECIAL I
COLLEGE

Powered by BoardOnTrack



# WHERE CALPAC IS FOCUSING TO MAKE **IMPROVEMENTS**

ORES FOR ALL GROUPS

- EDUCATION OUTCOMES
- AND CAREER READINESS

### Coversheet

#### Letter from Warner Unified School District 2022-23 re: First Interim Report, California Pacific Charter School - San Diego, Presented by Christine Feher, CEO/Superintendent

Section:	VII. Correspondence/Proposals/Reports
Item:	D. Letter from Warner Unified School District 2022-23 re: First
Interim Report, California	a Pacific Charter School - San Diego, Presented by Christine
Feher, CEO/Superintend	lent
Purpose:	FYI
Submitted by:	
Related Material:	Warner USD Review of 2022-23 1st Interim Budget.pdf

#### BACKGROUND:

In compliance with the provisions of Education Code Section 47604.32 (a)(3), Warner Unified School District has completed its review of California Pacific Charter School - San Diego's 1st Interim Report. The District is required to review the budget and determine if it complies with the standards and criteria for fiscal stability and if the budget allows the charter to meet its financial obligations during the current fiscal year and satisfy its multi year financial commitments.

The District appreciated the charter's timely submissions and have identified no errors.

## Warner Unified School District

P.O. Box 8, 30951 Highway 79, Warner Springs, CA 92086 Phone (760) 782-3517 - FAX (760) 782-9117



Date: December 28, 2022

- To: California Pacific Charter 940 South Coast Drive, #185 Costa Mesa, CA 92626
- From: Warner Unified School District 30591 Highway 79, PO Box 8 Warner Springs, CA 92086

Re: Fiscal Year 2022-23 1st Interim Report

Dear Christine Feher,

The Warner Unified School District has completed its review of the charter's 1st Interim Report in compliance with the provisions of Education Code Section 47604.32 (a)(3). The district is required to review the budget and determine if it complies with the standards and criteria for fiscal stability and if the budget allows the charter to meet its financial obligations during the current fiscal year and satisfy its multi year financial commitments.

Based on the analysis, we have concluded that the charter has met the necessary requirements. The charter's budget has therefore been approved by the district.

During our review, we noted the following items for the charter's review and/or action:

1. CalPac's Assistant Director of Fiscal Services, Shannon Green, sent the digital copies of the report as well as submitted the report through the SACS web-based platform. As always, we appreciate the charter's timely submissions and have identified no errors.

We appreciate the charter's efforts to ensure fiscal solvency. Should any adverse circumstances arise which would negatively impact the financial condition of the charter, please notify this office as soon as possible. If you have any questions concerning this review, please feel free to contact us at the district office.

Sincerely,

Gabbie Osuna Charter Liaison Warner Unified School District

#### Coversheet

#### Letter from Acton-Agua Dulce Unified School District re: 2022-23 First Interim Report, California Pacific Charter - LA, Presented by Christine Feher, CEO/Superintendent

Section:	VII. Correspondence/Proposals/Reports
Item:	E. Letter from Acton-Agua Dulce Unified School District re:
2022-23 First Interim Re	port, California Pacific Charter - LA, Presented by Christine
Feher, CEO/Superintend	lent
Purpose:	FYI
Submitted by:	Christine Feher
<b>Related Material:</b>	Acton-Agua Dulce FIB 22-23 Summary Analysis.pdf

#### BACKGROUND:

In compliance with the provisions of Education Code Section 47604.32 (a)(3), Acton-Agua Dulce Unified School District has completed its review of California Pacific Charter School - LA's 1st Interim Report. The District is required to review the budget and determine if it complies with the standards and criteria for fiscal stability and if the budget allows the charter to meet its financial obligations during the current fiscal year and satisfy its multi year financial commitments.

The District appreciated the charter's timely submissions and have identified no errors.



#### ACTON-AGUA DULCE UNIFIED SCHOOL DISTRICT 32248 Crown Valley Rd. Acton, CA 93510

661-269-0750

January 3, 2023

Board President, California Pacific Charter 1782 La Costa Meadows, Suite 102 San Marcos, CA 92078

Dear Board President:

In accordance with the provisions of Education Code (EC) Section 47604.32, a review of the California Pacific Charter 2022-23 First Interim Budget has been completed by the Acton-Agua Dulce Unified School District. Please see the enclosed Summary Analysis that provides the details of our review.

We wish to thank the Charter School's staff for their cooperation during the review. Should you have any questions or concerns, please contact the District Office.

Sincerely,

Agha Mirza Assistant Superintendent of Business Services Acton–Agua Dulce Unified School District

Cc: Mr. Kurt Madden Superintendent, California Pacific Charter Dr. Eric Sahakian, Superintendent, AADUSD Ms. Nesha Pattison, AADUSD

#### California Pacific Charter

#### **Charter School Budget Summary Analysis**

Reporting Period: 2022-23 First Interim Budget

Charter Name: California Pacific Charter

CDS: 19-75309-0132654

<b>Reporting Period</b>	ADA
2022-23 First Interim Budget	358.05
2022-23 Preliminary Budget	367.35
2021-22 Estimated Actuals	334.21
2021-22 P-2	332.01
2020-21 P-2	282.24
2019-20 P2	282.24
2018-19 P2	898.09
2017-18 P2	2,143.34
2016-17 P2	1,900.00
Total Revenue:	\$5,540,657
Total Expenditures:	\$5,350,302
Excess/(Deficiency):	\$190,355
Beginning Fund Balance:	\$2,464,684
Ending Fund Balance:	\$2,655,038

**Reserve Requirement:** For ADA between 301 to and 1,000, the reserve requirement is the greater of 4% or \$76,000. California Pacific Charter's 2022-23 estimated P-2 ADA is 358.05.

**Reserves**: The Charter School's reserve requirement is \$214,012. Its ending fund balance of \$2,655,038 demonstrates that the Charter is able to meet its required reserve for economic uncertainty. The Charter reserved \$2,639,732 in its 2022-23 First Interim Budget projection.

Analysis/Comments: Local Control Funding Formula revenues are calculated based on ADA of 358.05, a decrease of 9.30 ADA over 2022-23 Preliminary Budget projections. Total LCFF is budgeted at \$4,349,777, a \$17K increase over 2022-23 Preliminary Budget. Federal revenue totals \$669,484, a \$20K increase as compared to 2022-23 Preliminary Budget. Other State Revenues total \$521,221, a \$79K increase over 2022-23 Preliminary Budget. \$175 of Other Local Revenue is budgeted, a 100% increase as compared to 2022-23 Preliminary Budget. **Total revenue is \$5,540,657, an increase of \$115,863 as compared to 2022-23 Preliminary Budget.** 

California Pacific Charter

2

Personnel expenditures represent 81% of total expenditures, a 2% increase over 2022-23 Preliminary Budget. The Charter School participates in STRS. Certificated Salaries increased by \$230K, Classified Salaries by \$105. Total Benefits decreased by \$148K. Books and Supplies decreased by \$21K and Services and Other Operating expense decreased by \$45K. Total expense is \$5,350,302, a \$122,107 increase as compared to 2022-23 Preliminary Budget.

The Charter reports no debt on Form Debt.

The Charter's cash flow reports positive cash throughout 2022-23. The Charter's July 2022 beginning cash is estimated at \$2,189,632, consistent with the Charter's 2021-22 Unaudited Actuals submission. Balance sheet accounts are recorded. The Charter's lowest projected cash month is November 2022 at \$1,812,246 with no loans. The Charter's principal apportionment payments are supported by CDE exhibits.

The Charter's MYP assumes 7.13% increase in 2022-23 and 7.01% 2023-24 and a 3.40% increase in 2024-25. The Charter's 3-year average ADA is -16.72%. The Charter's 3-year average is largely influence by its 2019-20 decrease in ADA. The Charter did increase in ADA by 18.41% in 2021-22. Expense increases are noted in the out year.

#### Assessment:

The Charter School estimates a **positive** ending fund balance for FY 2022-23.

- The Charter projects a 7.13% increase in ADA in the budget year. The Charter's 3-year average does not support this estimated increase. However, the Charter prior year growth was 18.41%.
- The Charter projects its ending fund balance will grow by 7.72% in 22-23, .69% in 23-24, and 3.73% in 24-25.
- The Charter is debt-free.
- The Charter's cash flow projects a positive cash position for 2022-23.

Second Interim Requirements: Provide the District with the following on or before <u>March 3</u>, <u>2023:</u>

- 2022-23 Second Interim Alternative Form <u>or</u> a PDF file of the Charter's officially exported SACS Form 62 and/or MYP. The District will provide the required Alterative Form and MYP file. This file must be completed and returned in Excel format. Charters may not use their own version of this form.
- Original signed Form Certification.
- A Multi-Year Projection (MYP) with the base year 2022-23 and two out years, 2023-24, and 2024-25, using the District-provided Excel file. Charters utilizing SACS software may use either the MYP template included with the software or use the District-provided Excel MYP template. Charters may not use their own version of this form.
- Written narrative of planning assumptions which includes a specific overview of enrollment/ADA, revenue, expense, deficit spending, fund balance, reserves, debt, and

California Pacific Charter

cash. This narrative should address and explain any changes between the Charter's First Interim and Second Interim projections.

- Excel file copy of the 2022-23 Second Interim FCMAT Calculator.
- Cash flow projection with actuals through January 31, 2023 and projected cash from February through June 30, 2023. The District will provide the Cash Flow template. Charters may not use their own version of this form. Charters using the SACS software may use the template within the software or the District's Excel file. Cash flow reports should include applicable balance sheet object codes.
- Bank statement(s) or County Treasury cash report(s) for January 31, 2023 to support your ending cash through January 31, 2023 that is recorded on the cash flow projection.
- FORM Debt for all charters with current or projected debt.
- Charters may not use their own version of this form. Charters using the SACS software may use the template within the software or the District's Excel file. Cash flow reports should include applicable balance sheet object codes.
- Bank statement(s) or County Treasury cash report(s) for October 31, 2022 to support your ending cash through October 31, 2022 that is recorded on the cash flow projection.
- FORM Debt for all charters with current or projected debt.

## Coversheet

#### 2023-24 Board Meeting Calendar - First Reading, Presented by Christine Feher, CEO/Superintendent

Section:	VII. Correspondence/Proposals/Reports
Item:	F. 2023-24 Board Meeting Calendar - First Reading, Presented
by Christine Feher, CEC	)/Superintendent
Purpose:	Discuss
Submitted by:	
Related Material:	FIRST READING - 23_24 Board Meeting Calendar.pdf



#### 2023-2024 Board Meeting Calendar

(All dates are on the second Tuesday of the month- except where noted.)

Date	Items
August 8, 2023	Share School Kick-Off plans & PD Focus of the year EL Master Plan <i>Study Session: Board Evaluation</i>
September 12, 2023	Unaudited Actuals (22-23)
October 10, 2023	Student Performance Data Intervention/MTSS Fiscal Update
November 14, 2023	CTE Highlight SPSA Policies- Set 2 (5000- Student Services and 9000- Board Bylaws) <i>Board Retreat: Goals &amp; Strategic Planning</i>
December 5, 2023*	First Interim Financial Reports Board Organization Meeting Audit Report (Draft)
January 19, 2024	Special Education Update SARC 2023-2024 Instructional Calendars
February 13, 2024	Community/Student Council/Clubs Presentation Comprehensive School Safety Plan (must be approved by March 1)
March 5, 2024*	Second Interim Financial Reports Policies- Set 3 (4000- Personnel) HOLD until 2024
May 14, 2024	Human Resources & Business Services- Strategic Staffing Plan Teacher/Staff Appreciation Board Meeting Calendar- First Reading Policies- Set 4 (3000- Fiscal)
June 11, 2024	Year End Recap & Highlights LCAP/Budget Public Hearing Property and Casualty Insurance Policies Policies- Set 5 (9000- Board Bylaws)
June 18, 2024*	LCAP/Budget Approval Board Study Session Board & CEO Evaluations

### Coversheet

#### **Consent - Business/Financial Services**

Section: VIII. Consent Item: A. Consent - Business/Financial Services Purpose: Submitted by: Related Material: CalPac-SO Check Register January 31 2023.pdf CalPac-SD Check Register January 31 2023.pdf CalPac-LA Check Register January 31 2023.pdf J.P. Morgan Statement January 31 2023.pdf YMC\_New\_Rates\_Eff.\_Feb\_1\_2023.pdf Goalbook Toolkit Membership 22\_23, 23\_24 TK10 \_ Invoice 1001-49406.pdf ewaste list Feb 2023.pdf

#### BACKGROUND:

#### **Ratification of Goalbook Toolkit Membership**

Goalbook Toolkit is an online instructional design tool that empowers special educators to apply research-based best practices throughout the entire IEP process.

The Goalbook Toolkit Membership quote was approved at the December 6, 2022, Board of Directors meeting for \$10,200. Due to adding a few extra licenses, the updated invoice amount is \$11,925.

#### **Approval of Surplus of Electronic Devices**

Staff has prepared an itemized list of technology devices for surplus. The devices were assessed and are either damaged or are obsolete and can no longer be issued to students or staff. Board policy requires staff to present the list of items to the Board for approval to surplus. In accordance with board policy, the devices will be e-wasted through a local company at no cost to the School.

Company Name: Report Name:	California Pacific Charter - Sonoma Check Register					
Created On:	2/1/2023					
Location:	95California Pacific Charter - Sonoma					
Bank	Date	Vendor	Document No	Amount Applied	Memo	Location
CHASE 1781 - Chase Bank	Account No: 505911781					
	1/3/2023	BUCH001Buchalter	20137001396	155.26	Legal fees for October and November 2022	95California Pacific Charter - Sonoma
	1/3/2023	WORL000Worldwide Express	101370781	188.13	Postage for CPC-SO	95California Pacific Charter - Sonoma
	1,5,2025	Work2000 Workawae Express	1013/0/01	100.15		
	1/3/2023	EECS000Effectual Educational Consulting Serv	20137001395	431.25	APE services November	95California Pacific Charter - Sonoma
	4 (2) (2022	W001000 W 11 11 5	404070700	12.00		
	1/3/2023	WORL000Worldwide Express	101370782	42.98	Postage for CPC-SO	95California Pacific Charter - Sonoma
	1/3/2023	ERIN000Erin Rineberg	20137001394	27.69	age to Guerneville School District- Erin Rineberg	95California Pacific Charter - Sonoma
	1/5/2023	KAJE000Kajeet, Inc	101370793	351.11	Additional Plans and Hotspots for students	95California Pacific Charter - Sonoma
	1/5/2023	ASTA001ASTA-USA TRANSLATION SERVICES,	101370789	691.66	Translation Services	95California Pacific Charter - Sonoma
	1/5/2023	WORL000Worldwide Express	101370786	114.42	Postage for CPC-SO	95California Pacific Charter - Sonom
	1/5/2023	SANR000San Rafael Chamber of Commerce	101370784	456.00	Membership for 2023	95California Pacific Charter - Sonom
	1/5/2023	KATI002Katie Hawck	101370792	38.98	FIELD TRIP tickets	95California Pacific Charter - Sonom
		KATI002Katie Hawck KATI002Katie Hawck	101370792 101370792	5.45 7.45	FIELD TRIP mileage Meals for trip	95California Pacific Charter - Sonoma 95California Pacific Charter - Sonoma
		KATIO02Katie Hawck	101370792	4.75	Internet for flight	95California Pacific Charter - Sonoma 95California Pacific Charter - Sonoma
		KATI002Katie Hawck	101370792	16.23	Mileage and parking for trip	95California Pacific Charter - Sonom
	1/5/2023	DELA000De Lage Landen Financial Services In	101370788	56.55	Copier lease for January 2023	95California Pacific Charter - Sonom
	1/5/2023	ECCI000ECC Imaging LLC.	101370787	54.87	Moving fee for copier	95California Pacific Charter - Sonom
	1/5/2023	ECCI000ECC Imaging LLC.	101370785	1.64	Copier fee for November 2022	95California Pacific Charter - Sonom
	1/5/2023	ALPH000Alpha Vision, Inc.	101370791	62.08	Backupify G - Suite Cloud to Cloud Email and Dr	95California Pacific Charter - Sonom
	1/5/2023	TEAC003TeachTown	101370790	40.42	SPED software/curriculum	95California Pacific Charter - Sonoma
	1/6/2023	CHAR001Charter Impact	101370797	409.50	Payroll fees: November 2022	95California Pacific Charter - Sonom
	1/6/2023	CHAR001Charter Impact	101370796	409.50	Payroll fees: December 2022	95California Pacific Charter - Sonom
	1/6/2023	CHAR001Charter Impact	101370795	409.50	Payroll fees: October 2022	95California Pacific Charter - Sonom
	1/6/2023	KMED001KM Educational Consulting and Execu	20137001416	190.42	Professional Services - December 2022	95California Pacific Charter - Sonoma
	1/6/2023	AMAZ000Amazon	20137001415	13.24	Marketing materials	95California Pacific Charter - Sonoma
	1/6/2023	AMAZ000Amazon	20137001412	8.12	Office supplies- paper	95California Pacific Charter - Sonom
	1/6/2023	AMAZ000Amazon	20137001405	5.29	Office supplies	95California Pacific Charter - Sonom
	1/6/2023	AMAZ000Amazon	20137001404	1.82	Office supplies	95California Pacific Charter - Sonom
	1/6/2023	STAP001Staples Technology Solutions	20137001403	640.00	20 Licenses for CPC-SO	95California Pacific Charter - Sonoma
	1/6/2023	RENA001Renaissance Learning, Inc.	20137001398	384.36	Curriculum for 22/23	95California Pacific Charter - Sonom
	1/6/2023	PHIL000Philadelphia Insurance Companies	20137001399	108.76	January 2023 Insurance	95California Pacific Charter - Sonom

Company Name: Report Name: Created On: Location: Bank	California Pacific Charter - Sonoma Check Register 2/1/2023 95California Pacific Charter - Sonoma Date	Vendor	Document No	Amount Applied	Memo	Location
CHASE 1781 - Chase Bank	Account No: 505911781					
	1/6/2023	AMAZ000Amazon	20137001408	54.40	Office supplies for mailing to students	95California Pacific Charter - Sonoma
	1/6/2023	AMAZ000Amazon	20137001413	37.54	)ffice supplies for mailing computers to students	95California Pacific Charter - Sonoma
	1/6/2023	CALE001Calendly	20137001410	36.98	Additional Prorated Licenses for 22/23	95California Pacific Charter - Sonoma
	1/6/2023	IRON000Iron Mountain	20137001409	36.45	Storage/Service for December 2022	95California Pacific Charter - Sonoma
	1/6/2023	AMAZ000Amazon	20137001411	26.48	Supplies/incentives for students	95California Pacific Charter - Sonoma
	1/6/2023	AMAZ000Amazon	20137001407	22.29	Chromebook cases for students	95California Pacific Charter - Sonoma
	1/6/2023	UNPL001Unplug Studio LLC	20137001402	50.00	Hosting and Maintenance- January 2023	95California Pacific Charter - Sonom
	1/9/2023	RING000RingCentral	20137001417	468.23	Phone charges for December 2022	95California Pacific Charter - Sonom
	1/9/2023	ALLS001All Systems Go!	101370798	337.67	Marketing for December 2022	95California Pacific Charter - Sonom
	1/10/2023	CLIF000Clifton Larson Allen LLP	20137001419	859.95	udit Services related to year ended 06/30/2022	95California Pacific Charter - Sonom
	1/10/2023	ZOOM000Zoom	20137001418	117.69	Cloud Recording for Nov-Dec 2022	95California Pacific Charter - Sonon
	1/12/2023	SCHO000School Pathways, LLC	20137001420	38.16	dge, Aglix Buzz, Buzz Connect 10/1-12/31/2022	95California Pacific Charter - Sonon
	1/13/2023	CTCC001Commission on Teacher Credentialing	10250	16.38	For Credential Authorizing Public School Service	95California Pacific Charter - Sonon
	1/17/2023	MAVE001Maverick Label	101370806	216.82	Labels for CPC-SO	95California Pacific Charter - Sonon
	1/17/2023	EMHS000EMH Sports USA, Inc.	101370807	332.50	APE SERVICES CPC-SO	95California Pacific Charter - Sonon
	1/17/2023	KATI001Katherine Johnson	101370805	8.33	Registration for CAST training: K. Johnson	95California Pacific Charter - Sonon
	1/18/2023	AMAZ000Amazon	20137001428	15.60	Office Supplies	95California Pacific Charter - Sonon
	1/18/2023	AMAZ000Amazon	20137001433	14.04	Office supplies	95California Pacific Charter - Sonon
	1/18/2023	AMAZ000Amazon	20137001430	5.07	Office supplies	95California Pacific Charter - Sonon
	1/18/2023	AMAZ000Amazon	20137001434	4.27	chnology accessory for webcam- Ericka Zemmer	95California Pacific Charter - Sonon
	1/18/2023	AMAZ000Amazon	20137001427	4.26	Accessory for webcam- Erin Rineberg	95California Pacific Charter - Sonon
	1/18/2023	AMAZ000Amazon	20137001431	4.23	Accessory for webcam- Christine Feher	95California Pacific Charter - Sonom
	1/18/2023	AMAZ000Amazon	20137001429	4.23	Accessory for webcam- Vangie Akridge	95California Pacific Charter - Sonon
	1/18/2023	AMAZ000Amazon	20137001432	4.23	Accessory for webcam- Office usage	95California Pacific Charter - Sonon
	1/18/2023	AMAZ000Amazon	20137001435	1.23	Student supplies	95California Pacific Charter - Sonon
	1/18/2023	AMAZ000Amazon	20137001436	0.88	Student supplies- all scopes	95California Pacific Charter - Sonon
	1/24/2023	JASO000Jason D. McFaul	1006377528	200.00	January 2023 Board Stipends - JM	95California Pacific Charter - Sonon
	1/24/2023	WILL000William J Howard Jr. WILL000William J Howard Jr.	1006377526	200.00	January 2023 Board Stipends - WH	95California Pacific Charter - Sonor 95California Pacific Charter - Sonor

January 2023 Board Stipends - WH 150.00 Ian Dir. Eval. Comm. 2023 Board Stipends - WH

1006377526

WILL000--William J Howard Jr.

95--California Pacific Charter - Sonoma

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ank HASE 1781 - Chase Bank	Date Account No: 505911781	Vendor	Document No	Amount Applied	Memo	Location
	1/24/2023	TANY001Tanya Rogers TANY001Tanya Rogers	1006377529 1006377529	200.00 150.00	January 2023 Board Stipends - TR Jan Dir. Eval. Comm. 2023 Board Stipends - TR	95California Pacific Charter - Sonoma 95California Pacific Charter - Sonoma
	1/24/2023	KELL000Kelly Wylie	1006377524	200.00	January 2023 Board Stipends - KW	95California Pacific Charter - Sonoma
	1/24/2023	SHIR000Shirley Peterson	1006377525	200.00	January 2023 Board Stipends - SP	95California Pacific Charter - Sonoma
	1/27/2023	WORL000Worldwide Express	101370809	256.60	Postage for CPC-SO	95California Pacific Charter - Sonoma
	1/27/2023	WORL000Worldwide Express	101370808	61.08	Postage for CPC-SO	95California Pacific Charter - Sonoma
	1/30/2023	USAC000USA Custom Pad Corp USAC000USA Custom Pad Corp	101370810 101370810	9.76 139.29	Diploma covers for graduation Diploma covers for graduation	95California Pacific Charter - Sonoma 95California Pacific Charter - Sonoma
	1/30/2023	EECS000Effectual Educational Consulting Serv	20137001438	345.00	Adaptive PE Services Dec CPC-SO	95California Pacific Charter - Sonoma
	1/31/2023	JENN003Jenny Chung JENN003Jenny Chung	101370812 101370812	16.93 78.90	Chung, Jenny- Mileage and Parking for CKA for CKA (paid for Stubbs, Hess, Aguilar as well)	95California Pacific Charter - Sonoma 95California Pacific Charter - Sonoma
	1/31/2023	NYSI000NYSIF Disability Benefits	101370813	61.31	Insurance for staff	95California Pacific Charter - Sonoma
	1/31/2023	HOLL001Holly Hess HOLL001Holly Hess	101370811 101370811	43.45 3.48	Hess, Holly- Mileage for CKA conference Hess, Holly- Meal for CKA conference	95California Pacific Charter - Sonoma 95California Pacific Charter - Sonoma
	1/31/2023	COXB000Cox Business	101370814	37.08	December 2022 Internet Fees (Final Payment)	95California Pacific Charter - Sonoma
	1/31/2023	AMAZ000Amazon	20137001448	4.36	Office supplies	95California Pacific Charter - Sonoma
	1/31/2023	AMAZ000Amazon	20137001450	2.65	Office supplies	95California Pacific Charter - Sonoma
	1/31/2023	AMAZ000Amazon	20137001477	2.45	Office supplies	95California Pacific Charter - Sonoma
	1/31/2023	STAP001Staples Technology Solutions	20137001443	1,387.15	Staff computers- Tutors	95California Pacific Charter - Sonoma
	1/31/2023	HATC000Hatch & Cesario, Attorneys-at-Law	20137001446	23.75	Webinar/Training- Heather Goldbach	95California Pacific Charter - Sonoma
	1/31/2023	ZOOM000Zoom	20137001441	129.07	ge Name : Cloud Recording for Dec22-Jan 2023	95California Pacific Charter - Sonoma

Total for CHASE 1781

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1/1/2021     1/00/200Horiektine Express     1/1/2021     1		1/3/2023	WORLOODWorldwide Express	101370781	291 60	Postage for CPC-SD	44California Pacific Charter - San Dieg
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Hystop     Worklow     Hystop     127,60     Perkage for CP-50     44-California Pacific Outer's - Ser De California Pacific Outer's - Ser De Matters and the for fine MATRO2Rade Hymerk     112,270722     12,16     Matters and the for fine Matters and the for fine MATRO2Rade Hymerk     101,270722     12,16       11/5/2023     Colored Hymerk     101,270722     27,46     Matters and Hymerk     44-California Pacific Outer's - Ser De MATRO2Rade Hymerk     44-California Pacific Outer's -							
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J/J2023KTT002Adde Henck KTT002Kale		1/5/2023	WORI 000Worldwide Express	101370786	127.60	Postage for CPC-SD	44California Pacific Charter - San Dieg
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1/6/2023STAP001Staples Technology Solutions20137001403960.0030 Licenses for CPC-SD44California Pacific Charter - San Die1/6/2023RENA001Renaissance Learning, Inc.20137001398783.02Curriculum for 22/2344California Pacific Charter - San Die1/6/2023PHIL000Philadelphia Insurance Companies20137001399221.58January 2023 Insurance44California Pacific Charter - San Die1/6/2023AMAZ000Amazon20137001408110.82Office supplies for mailing to students44California Pacific Charter - San Die		1/6/2023	AMAZ000Amazon	20137001405	10.77	Office supplies	44California Pacific Charter - San Die
1/6/2023STAP001Staples Technology Solutions20137001403960.0030 Licenses for CPC-SD44California Pacific Charter - San Die1/6/2023RENA001Renaissance Learning, Inc.20137001398783.02Curriculum for 22/2344California Pacific Charter - San Die1/6/2023PHIL000Philadelphia Insurance Companies20137001399221.58January 2023 Insurance44California Pacific Charter - San Die1/6/2023AMAZ000Amazon20137001408110.82Office supplies for mailing to students44California Pacific Charter - San Die							
1/6/2023STAP001Staples Technology Solutions20137001403960.0030 Licenses for CPC-SD44California Pacific Charter - San Die1/6/2023RENA001Renaissance Learning, Inc.20137001398783.02Curriculum for 22/2344California Pacific Charter - San Die1/6/2023PHIL000Philadelphia Insurance Companies20137001399221.58January 2023 Insurance44California Pacific Charter - San Die1/6/2023AMAZ000Amazon20137001408110.82Office supplies for mailing to students44California Pacific Charter - San Die		1/6/2023	AMAZ000Amazon	20137001404	3.71	Office supplies	44California Pacific Charter - San Die
1/6/2023RENA001Renaissance Learning, Inc.20137001398783.02Curriculum for 22/2344California Pacific Charter - San Die1/6/2023PHIL000Philadelphia Insurance Companies20137001399221.58January 2023 Insurance44California Pacific Charter - San Die1/6/2023AMAZ000Amazon20137001408110.82Office supplies for mailing to students44California Pacific Charter - San Die							
1/6/2023RENA001Renaissance Learning, Inc.20137001398783.02Curriculum for 22/2344California Pacific Charter - San Die1/6/2023PHIL000Philadelphia Insurance Companies20137001399221.58January 2023 Insurance44California Pacific Charter - San Die1/6/2023AMAZ000Amazon20137001408110.82Office supplies for mailing to students44California Pacific Charter - San Die		1/6/2023	STAP001Staples Technology Solutions	20137001403	960.00	30 Licenses for CPC-SD	44California Pacific Charter - San Die
1/6/2023PHIL000Philadelphia Insurance Companies20137001399221.58January 2023 Insurance44California Pacific Charter - San Die1/6/2023AMAZ000Amazon20137001408110.82Office supplies for mailing to students44California Pacific Charter - San Die		1,0,2025	STALOUT Staples realitology Solutions	2013/001403	500.00		
1/6/2023PHIL000Philadelphia Insurance Companies20137001399221.58January 2023 Insurance44California Pacific Charter - San Die1/6/2023AMAZ000Amazon20137001408110.82Office supplies for mailing to students44California Pacific Charter - San Die							
1/6/2023 AMAZ000Amazon 20137001408 110.82 Office supplies for mailing to students 44California Pacific Charter - San Die		1/6/2023	RENAU01Renaissance Learning, Inc.	2013/001398	/83.02	Curriculum for 22/23	44California Pacific Charter - San Dieg
1/6/2023 AMAZ000Amazon 20137001408 110.82 Office supplies for mailing to students 44California Pacific Charter - San Die							
		1/6/2023	PHIL000Philadelphia Insurance Companies	20137001399	221.58	January 2023 Insurance	44California Pacific Charter - San Dieg
		1/6/2023	AMAZ000Amazon	20137001408	110.82	Office supplies for mailing to students	44California Pacific Charter - San Die
1/6/2023 AMAZ000Amazon 20137001413 76.49 )ffice supplies for mailing computers to students 44California Pacific Charter - San Die							
Light 2013/01/13 70/77 Ante suppres for maning computers to students 44-California Pacific Charter - San Die		1/6/2023	AMA7000Amazon	20137001413	76 10	Office supplies for mailing computers to students	44California Pacific Charter - San Die
		1, 0/ 2020		2013/001413	70.49	since supplies for maning computers to students	camorna racine charter - San Die

Company Name:	California Pacific Charter - San Diego
Report Name:	Check Register
Created On:	2/1/2023
Location:	44California Pacific Charter - San Die

created on:	2/1/2025					
Location:	44California Pacific Charter - San Diego					
Bank CHASE 1781 - Chase Bank	Date Account No: 505911781	Vendor	Document No	Amount Applied	Memo	Location
1/6/2023 1/6/2023		CALE001Calendly	20137001410	75.35	Additional Prorated Licenses for 22/23	44California Pacific Charter - San Diego
	1/6/2023	IRON000Iron Mountain	20137001409	74.27	Storage/Service for December 2022	44California Pacific Charter - San Diego
	1/6/2023	AMAZ000Amazon	20137001411	53.96	Supplies/incentives for students	44California Pacific Charter - San Diego
	1/6/2023	AMAZ000Amazon	20137001407	45.40	Chromebook cases for students	44California Pacific Charter - San Diego
	1/9/2023	CALI003CaliforniaChoice	101370800	61,257.71	February 2023 Medical Premiums	44California Pacific Charter - San Dieg
	1/9/2023	RING000RingCentral	20137001417	953.90	Phone charges for December 2022	44California Pacific Charter - San Dieg
	1/9/2023	ALLS001All Systems Go!	101370798	687.91	Marketing for December 2022	44California Pacific Charter - San Dieg
1/9/2023 1/10/2023 1/10/2023	1/9/2023	SPEC000Specialized Therapy Services	101370799	301.50	APE Services October - CPC-SD	44California Pacific Charter - San Dieg
	CLIF000Clifton Larson Allen LLP	20137001419	1,751.92	udit Services related to year ended 06/30/2022	44California Pacific Charter - San Dieg	
	ZOOM000Zoom	20137001418	239.76	Cloud Recording for Nov-Dec 2022	44California Pacific Charter - San Dieg	
	1/11/2023	YMCL000Law Offices of Young, Minney & Corr.	101370804	622.50	Legal Services for December 2022	44California Pacific Charter - San Dieg
	1/11/2023	WORL000Worldwide Express	101370803	57.17	Postage for CPC-SD	44California Pacific Charter - San Dieg
	1/11/2023	SPEC000Specialized Therapy Services	101370802	120.60	APE SERVICES NOVEMBER CPC-SD	44California Pacific Charter - San Dieg
	1/12/2023	SCHO000School Pathways, LLC	20137001421	53.33	Aglix BUZZ and BUZZ Connect 10/1-12/31/2022	44California Pacific Charter - San Dieg
	1/13/2023	BERK000Berkshire Hathaway		5,400.41	Workers Comp December 2022	44California Pacific Charter - San Dieg
	1/13/2023	CTCC001Commission on Teacher Credentialing	10250	33.37	For Credential Authorizing Public School Service	44California Pacific Charter - San Dieg
	1/17/2023	MAVE001Maverick Label	101370806	358.42	Labels for CPC-SD	44California Pacific Charter - San Dieg
	1/17/2023	KATI001Katherine Johnson	101370805	8.33	Registration for CAST training: K. Johnson	44California Pacific Charter - San Dieg
	1/18/2023	METL001MetLife Small Business Center	20137001424	6,088.25	January insurance payment	44California Pacific Charter - San Dieg
	1/18/2023	AMAZ000Amazon	20137001428	31.79	Office Supplies	44California Pacific Charter - San Dieg
1/18/2023	TSWT000TSW Therapy, Inc.	20137001425	398.76	OT December CPC-SD	44California Pacific Charter - San Dieg	
	1/18/2023	AMAZ000Amazon	20137001433	28.62	Office supplies	44California Pacific Charter - San Dieg
	1/18/2023	AMAZ000Amazon	20137001430	10.32	Office supplies	44California Pacific Charter - San Dieg
	1/18/2023	AMAZ000Amazon	20137001434	8.71	chnology accessory for webcam- Ericka Zemmer	44California Pacific Charter - San Dieg
	1/18/2023	AMAZ000Amazon	20137001427	8.69	Accessory for webcam- Erin Rineberg	44California Pacific Charter - San Dieg
	1/18/2023	AMAZ000Amazon	20137001431	8.63	Accessory for webcam- Christine Feher	44California Pacific Charter - San Dieg
	1/18/2023	AMAZ000Amazon	20137001429	8.63	Accessory for webcam- Vangie Akridge	44California Pacific Charter - San Dieg
	1/18/2023	AMAZ000Amazon	20137001432	8.63	Accessory for webcam- Office usage	44California Pacific Charter - San Dieg
Report Name:	Check Register					
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Created On:	2/1/2023					
Location:	44California Pacific Charter - San Diego					
Bank	Date	Vendor	Document No	Amount Applied	Memo	Location
CHASE 1781 - Chase Bank	Account No: 505911781					
	1/18/2023	AMAZ000Amazon	20137001435	2.52	Student supplies	44California Pacific Charter - San Diego
	1/18/2023	AMAZ000Amazon	20137001436	1.79	Student supplies- all scopes	44California Pacific Charter - San Diego
	1/24/2023	JASO000Jason D. McFaul	1006377528	200.00	January 2023 Board Stipends - JM	44California Pacific Charter - San Diego
	1/24/2023	WILL000William J Howard Jr. WILL000William J Howard Jr.	1006377526 1006377526	200.00 150.00	January 2023 Board Stipends - WH Jan Dir. Eval. Comm. 2023 Board Stipends - WH	44California Pacific Charter - San Diego 44California Pacific Charter - San Diego
	1/24/2023	TANY001Tanya Rogers TANY001Tanya Rogers	1006377529 1006377529	200.00 150.00	January 2023 Board Stipends - TR Jan Dir. Eval. Comm. 2023 Board Stipends - TR	44California Pacific Charter - San Diego 44California Pacific Charter - San Diego
	1/24/2023	KELL000Kelly Wylie	1006377524	200.00	January 2023 Board Stipends - KW	44California Pacific Charter - San Diego
	1/24/2023	SHIR000Shirley Peterson	1006377525	200.00	January 2023 Board Stipends - SP	44California Pacific Charter - San Diego
	1/27/2023	WORL000Worldwide Express	101370809	412.81	Postage for CPC-SD	44California Pacific Charter - San Diego
	1/27/2023	WORL000Worldwide Express	101370808	100.22	Postage for CPC-SD	44California Pacific Charter - San Diego
	1/30/2023	USAC000USA Custom Pad Corp USAC000USA Custom Pad Corp	101370810 101370810	19.89 283.75	Diploma covers for graduation Diploma covers for graduation	44California Pacific Charter - San Diego 44California Pacific Charter - San Diego
	1/31/2023	JENN003Jenny Chung JENN003Jenny Chung	101370812 101370812	34.48 160.75	Chung, Jenny- Mileage and Parking for CKA for CKA (paid for Stubbs, Hess, Aguilar as well)	44California Pacific Charter - San Diego 44California Pacific Charter - San Diego
	1/31/2023	NYSI000NYSIF Disability Benefits	101370813	124.89	Insurance for staff	44California Pacific Charter - San Diego
	1/31/2023	HOLL001Holly Hess HOLL001Holly Hess	101370811 101370811	7.10 88.53	Hess, Holly- Meal for CKA conference Hess, Holly- Mileage for CKA conference	44California Pacific Charter - San Diego 44California Pacific Charter - San Diego
	1/31/2023	COXB000Cox Business	101370814	75.53	December 2022 Internet Fees (Final Payment)	44California Pacific Charter - San Diego
	1/31/2023	AMAZ000Amazon	20137001474	39.86	Visual Arts kit for student in CPC-SD	44California Pacific Charter - San Diego
	1/31/2023	AMAZ000Amazon	20137001475	39.86	Visual Arts kit for student in CPC-SD	44California Pacific Charter - San Diego
	1/31/2023	AMAZ000Amazon	20137001448	8.87	Office supplies	44California Pacific Charter - San Diego
	1/31/2023	AMAZ000Amazon	20137001450	5.40	Office supplies	44California Pacific Charter - San Diego

AMAZ000--Amazon

AMAZ000--Amazon

AMAZ000--Amazon

AMAZ000--Amazon

AMAZ000--Amazon

ZOOM000--Zoom

HATC000--Hatch & Cesario, Attorneys-at-Law

Company Name:

California Pacific Charter - San Diego

1/31/2023

1/31/2023

1/31/2023

1/31/2023

1/31/2023

1/31/2023

1/31/2023

20137001477

20137001446

20137001473

20137001469

20137001476

20137001478

20137001441

5.00

48.39

40.23

40.04

39.86

39.86

262.96

Office supplies

Webinar/Training- Heather Goldbach

Visual Arts kit for student in CPC-SD

ge Name : Cloud Recording for Dec22-Jan 2023

44--California Pacific Charter - San Diego

Company Name:	California Pacific Charter - San Dieg	0				
Report Name:	Check Register					
Created On:	2/1/2023					
Location:	44California Pacific Charter - San	Diego				
Bank	Date	Vendor	Document No	Amount Applied	Memo	Location
CHASE 1781 - Chase Bank	Account No: 505911781					
	1/31/2023	AMAZ000Amazon	20137001472	40.23	Visual Arts kit for student in CPC-SD	44California Pacific Charter - San Diego
	1/31/2023	AMAZ000Amazon	20137001471	40.04	Visual Arts kit for student in CPC-SD	44California Pacific Charter - San Diego
			-			
Total for CHASE 1781				89,415.48		

Company Name: Report Name: Created On: Location:	California Pacific Charter - Los Angeles Check Register 2/1/2023 55California Pacific Charter - Los Angeles					
Bank	Date	Vendor	Document No	Amount Applied	Memo	Location
CHASE 1781 - Chase Bank	Account No: 505911781 1/3/2023	BUCH001Buchalter	20137001396	476.31	Legal fees for October and November 2022	55California Pacific Charter - Los Angele
	1/3/2023	WORL000Worldwide Express	101370781	246.58	Postage for CPC-LA	55California Pacific Charter - Los Angele
	1/3/2023	WORL000Worldwide Express	101370782	230.70	Postage for CPC-LA	55California Pacific Charter - Los Angel
	1/5/2023	KAJE000Kajeet, Inc	101370793	1,077.13	Additional Plans and Hotspots for students	55California Pacific Charter - Los Angel
	1/5/2023	WORL000Worldwide Express	101370786	287.75	Postage for CPC-LA	55California Pacific Charter - Los Ange
	1/5/2023	KATI002Katie Hawck	101370792	119.60	FIELD TRIP tickets	55California Pacific Charter - Los Ange
		KATI002Katie Hawck	101370792	16.71	FIELD TRIP mileage	55California Pacific Charter - Los Ange
		KATI002Katie Hawck	101370792	22.87	Meals for trip	55California Pacific Charter - Los Ange
		KATI002Katie Hawck KATI002Katie Hawck	101370792 101370792	14.57 49.78	Internet for flight Mileage and parking for trip	55California Pacific Charter - Los Ange 55California Pacific Charter - Los Ange
	1/5/2023	DELA000De Lage Landen Financial Services In	101370788	173.47	Copier lease for January 2023	55California Pacific Charter - Los Ange
	1/5/2023	ECCI000ECC Imaging LLC.	101370787	168.34	Moving fee for copier	55California Pacific Charter - Los Ange
	1/5/2023	ECCI000ECC Imaging LLC.	101370785	5.03	Copier fee for November 2022	55California Pacific Charter - Los Ange
	1/5/2023	ALPH000Alpha Vision, Inc.	101370791	190.45	Backupify G - Suite Cloud to Cloud Email and Dr	55California Pacific Charter - Los Ang
	1/5/2023	TEAC003TeachTown	101370790	124.01	SPED software/curriculum	55California Pacific Charter - Los Ange
	1/6/2023	CHAR001Charter Impact	101370797	1,256.25	Payroll fees: November 2022	55California Pacific Charter - Los Ange
	1/6/2023	CHAR001Charter Impact	101370796	1,256.25	Payroll fees: December 2022	55California Pacific Charter - Los Ang
	1/6/2023	CHAR001Charter Impact	101370795	1,256.25	Payroll fees: October 2022	55California Pacific Charter - Los Ang
	1/6/2023	KMED001KM Educational Consulting and Exect	20137001416	584.16	Professional Services - December 2022	55California Pacific Charter - Los Ang
	1/6/2023	AMAZ000Amazon	20137001415	40.62	Marketing materials	55California Pacific Charter - Los Ang
	1/6/2023	AMAZ000Amazon	20137001412	24.90	Office supplies- paper	55California Pacific Charter - Los Ang
	1/6/2023	AMAZ000Amazon	20137001406	44.59	Computer accessories for Danielle Carbonetta	55California Pacific Charter - Los Ange
	1/6/2023	AMAZ000Amazon	20137001405	16.22	Office supplies	55California Pacific Charter - Los Ange
	1/6/2023	AMAZ000Amazon	20137001404	5.59	Office supplies	55California Pacific Charter - Los Ang
	1/6/2023	STAP001Staples Technology Solutions	20137001403	2,880.00	90 Licenses for CPC-LA	55California Pacific Charter - Los Ang
	1/6/2023	RENA001Renaissance Learning, Inc.	20137001398	1,179.12	Curriculum for 22/23	55California Pacific Charter - Los Ange
	1/6/2023	HATC000Hatch & Cesario, Attorneys-at-Law	20137001401	2,017.50	Legal fees for November 2022	55California Pacific Charter - Los Ang
	1/6/2023	OXFO000Oxford Consulting Services, Inc. OXFO000Oxford Consulting Services, Inc.	20137001397 20137001397	159.43 1,625.00	PT BIS=ERMHS	55California Pacific Charter - Los Ange 55California Pacific Charter - Los Ange
	1/6/2023	HATC000Hatch & Cesario, Attorneys-at-Law	20137001400	1,088.00	Legal fees for November 2022	55California Pacific Charter - Los Ang

PHIL000--Philadelphia Insurance Companies

20137001399

333.66

1/6/2023

55--California Pacific Charter - Los Angeles

January 2023 Insurance

Company Name: Report Name: Created On: Location:	California Pacific Charter - Los Angeles Check Register 2/1/2023 55California Pacific Charter - Los Angeles					
Bank CHASE 1781 - Chase Bank	Date Account No: 505911781	Vendor	Document No	Amount Applied	Memo	Location
	1/6/2023	AMAZ000Amazon	20137001408	166.88	Office supplies for mailing to students	55California Pacific Charter - Los Angeles
	1/6/2023	AMAZ000Amazon	20137001413	115.18	Office supplies for mailing computers to students	55California Pacific Charter - Los Angeles
	1/6/2023	CALE001Calendly	20137001410	113.46	Additional Prorated Licenses for 22/23	55California Pacific Charter - Los Angeles
	1/6/2023	IRON000Iron Mountain	20137001409	111.83	Storage/Service for December 2022	55California Pacific Charter - Los Angeles
	1/6/2023	AMAZ000Amazon	20137001411	81.24	Supplies/incentives for students	55California Pacific Charter - Los Angeles
	1/6/2023	AMAZ000Amazon	20137001407	68.38	Chromebook cases for students	55California Pacific Charter - Los Angeles
	1/9/2023	JANE000Janet E. Kohtz	101370801	315.00	VISION THERAPY DECEMBER CPC-LA	55California Pacific Charter - Los Angeles
	1/9/2023	RING000RingCentral	20137001417	1,436.43	Phone charges for December 2022	55California Pacific Charter - Los Angeles
	1/9/2023	ALLS001All Systems Go!	101370798	1,035.89	Marketing for December 2022	55California Pacific Charter - Los Angeles
	1/10/2023	CLIF000Clifton Larson Allen LLP	20137001419	2,638.13	udit Services related to year ended 06/30/2022	55California Pacific Charter - Los Angeles
	1/10/2023	ZOOM000Zoom	20137001418	361.05	Cloud Recording for Nov-Dec 2022	55California Pacific Charter - Los Angeles
	1/11/2023	WORL000Worldwide Express	101370803	72.07	Postage for CPC-LA	55California Pacific Charter - Los Angeles
	1/12/2023	SCHO000School Pathways, LLC	20137001422	599.17	dge, Aglix Buzz, Buzz Connect 10/1-12/31/2022	55California Pacific Charter - Los Angeles
	1/12/2023	VICT000Victoria Law	20137001423	62.62	age reimbursement for student testing: CPC-LA	55California Pacific Charter - Los Angeles
	1/13/2023	CTCC001Commission on Teacher Credentialing	10250	50.25	For Credential Authorizing Public School Service	55California Pacific Charter - Los Angeles
	1/17/2023	MAVE001Maverick Label	101370806	287.32	Labels for CPC-LA	55California Pacific Charter - Los Angeles
	1/17/2023	EMHS000EMH Sports USA, Inc.	101370807	237.50	APE SERVICES CPC-LA	55California Pacific Charter - Los Angeles
	1/17/2023	KATI001Katherine Johnson	101370805	8.34	Registration for CAST training: K. Johnson	55California Pacific Charter - Los Angeles
	1/18/2023	PATR001Patrice Aquilar	20137001437	130.25	Aquilar, Patrice - Mileage & Parking for Field trip	55California Pacific Charter - Los Angeles
	1/18/2023	AMAZ000Amazon AMAZ000Amazon	20137001428 20137001428	646.17 47.87	Chromebook accessories for students Office Supplies	55California Pacific Charter - Los Angeles 55California Pacific Charter - Los Angeles
	1/18/2023	TSWT000TSW Therapy, Inc.	20137001426	715.02	OT DECEMBER - CPC-LA	55California Pacific Charter - Los Angeles
	1/18/2023	AMAZ000Amazon	20137001433	43.08	Office supplies	55California Pacific Charter - Los Angeles
	1/18/2023	AMAZ000Amazon	20137001430	15.54	Office supplies	55California Pacific Charter - Los Angeles
	1/18/2023	AMAZ000Amazon	20137001434	13.11	chnology accessory for webcam- Ericka Zemmer	55California Pacific Charter - Los Angeles
	1/18/2023	AMAZ000Amazon	20137001427	13.08	Accessory for webcam- Erin Rineberg	55California Pacific Charter - Los Angeles
	1/18/2023	AMAZ000Amazon	20137001431	12.99	Accessory for webcam- Christine Feher	55California Pacific Charter - Los Angeles

20137001429

12.99

Accessory for webcam- Vangie Akridge

AMAZ000--Amazon

1/18/2023

55--California Pacific Charter - Los Angeles

Company Name:	California Pacific Charter - Los Angeles
Report Name:	Check Register
Created On:	2/1/2023
Location:	55California Pacific Charter - Los Angeles
Bank	Date
CHASE 1781 - Chase Bank	Account No: 505911781

tion:	55California Pacific Charter - Los Angeles					
sE 1781 - Chase Bank	Date Account No: 505911781	Vendor	Document No	Amount Applied	Memo	Location
	1/18/2023	AMAZ000Amazon	20137001432	12.99	Accessory for webcam- Office usage	55California Pacific Charter - Los Angeles
	1/18/2023	AMAZ000Amazon	20137001435	3.78	Student supplies	55California Pacific Charter - Los Angeles
	1/18/2023	AMAZ000Amazon	20137001436	2.70	Student supplies- all scopes	55California Pacific Charter - Los Angeles
	1/24/2023	JASO000Jason D. McFaul	1006377528	200.00	January 2023 Board Stipends - JM	55California Pacific Charter - Los Angeles
	1/24/2023	WILL000William J Howard Jr. WILL000William J Howard Jr.	1006377526 1006377526	200.00 150.00	January 2023 Board Stipends - WH Jan Dir. Eval. Comm. 2023 Board Stipends - WH	55California Pacific Charter - Los Angeles 55California Pacific Charter - Los Angeles
	1/24/2023	TANY001Tanya Rogers TANY001Tanya Rogers	1006377529 1006377529	150.00 200.00	Jan Dir. Eval. Comm. 2023 Board Stipends - TR January 2023 Board Stipends - TR	55California Pacific Charter - Los Angeles 55California Pacific Charter - Los Angeles
	1/24/2023	KELL000Kelly Wylie	1006377524	200.00	January 2023 Board Stipends - KW	55California Pacific Charter - Los Angeles
	1/24/2023	SHIR000Shirley Peterson	1006377525	200.00	January 2023 Board Stipends - SP	55California Pacific Charter - Los Angeles
	1/27/2023	WORL000Worldwide Express	101370809	558.27	Postage for CPC-LA	55California Pacific Charter - Los Angeles
	1/27/2023	WORL000Worldwide Express	101370808	83.80	Postage for CPC-LA	55California Pacific Charter - Los Angeles
	1/30/2023	USAC000USA Custom Pad Corp USAC000USA Custom Pad Corp	101370810 101370810	29.95 427.29	Diploma covers for graduation Diploma covers for graduation	55California Pacific Charter - Los Angeles 55California Pacific Charter - Los Angeles
	1/30/2023	OXFO000Oxford Consulting Services, Inc. OXFO000Oxford Consulting Services, Inc.	20137001439 20137001439	1,125.00 195.81	BIS- CPC-LA PT - CPC-LA	55California Pacific Charter - Los Angeles 55California Pacific Charter - Los Angeles
	1/31/2023	JENN003Jenny Chung JENN003Jenny Chung	101370812 101370812	51.93 242.06	Chung, Jenny- Mileage and Parking for CKA for CKA (paid for Stubbs, Hess, Aguilar as well)	55California Pacific Charter - Los Angeles 55California Pacific Charter - Los Angeles
	1/31/2023	NYSI000NYSIF Disability Benefits	101370813	188.07	Insurance for staff	55California Pacific Charter - Los Angeles
	1/31/2023	HOLL001Holly Hess HOLL001Holly Hess	101370811 101370811	10.69 133.30	Hess, Holly- Meal for CKA conference Hess, Holly- Mileage for CKA conference	55California Pacific Charter - Los Angeles 55California Pacific Charter - Los Angeles
	1/31/2023	COXB000Cox Business	101370814	113.75	December 2022 Internet Fees (Final Payment)	55California Pacific Charter - Los Angeles
	1/31/2023	AMAZ000Amazon	20137001454	39.67	Visual arts kit for student in CPC-LA	55California Pacific Charter - Los Angeles
	1/31/2023	AMAZ000Amazon	20137001448	13.37	Office supplies	55California Pacific Charter - Los Angeles
	1/31/2023	AMAZ000Amazon	20137001450	8.14	Office supplies	55California Pacific Charter - Los Angeles
	1/31/2023	AMAZ000Amazon	20137001477	7.52	Office supplies	55California Pacific Charter - Los Angeles
	1/31/2023	AMAZ000Amazon	20137001464	5.66	AP textbook for student in CPC-LA	55California Pacific Charter - Los Angeles
	1/31/2023	HATC000Hatch & Cesario, Attorneys-at-Law	20137001444	960.00	Legal fees for Dec 2022- CPC-LA	55California Pacific Charter - Los Angeles
	1/31/2023	AMAZ000Amazon	20137001447	315.66	Meeting Owl speaker for board meetings	55California Pacific Charter - Los Angeles
	1/31/2023	HATC000Hatch & Cesario, Attorneys-at-Law	20137001445	288.00	Legal fees for Dec 2022- CPC-LA	55California Pacific Charter - Los Angeles
	1/31/2023	HATC000Hatch & Cesario, Attorneys-at-Law	20137001446	72.86	Webinar/Training- Heather Goldbach	55California Pacific Charter - Los Angeles

Company Name:	California Pacific Charter - Los Angeles
Report Name:	Check Register
Created On:	2/1/2023
Location:	55California Pacific Charter - Los Angeles

Location:	55California Pacific Charter - Los Angele	S				
Bank	Date	Vendor	Document No	Amount Applied	Memo	Location
CHASE 1781 - Chase Bank	Account No: 505911781					
	1/31/2023	AMAZ000Amazon	20137001467	40.78	Visual Arts kit for student in CPC-LA	55California Pacific Charter - Los Angeles
	1/31/2023	AMAZ000Amazon	20137001458	40.78	Visual arts kit for student in CPC-LA	55California Pacific Charter - Los Angeles
	1/31/2023	AMAZ000Amazon	20137001459	40.78	Visual Arts kit for student in CPC-LA	55California Pacific Charter - Los Angeles
	1/31/2023	AMAZ000Amazon	20137001460	40.69	Visual arts kit for student in CPC-LA	55California Pacific Charter - Los Angeles
	1/31/2023	AMAZ000Amazon	20137001461	40.50	Visual arts kit for student in CPC-LA	55California Pacific Charter - Los Angeles
	1/31/2023	AMAZ000Amazon	20137001457	40.50	Visual arts kit for student in CPC-LA	55California Pacific Charter - Los Angeles
	1/31/2023	AMAZ000Amazon	20137001453	40.50	Visual arts kit for student in CPC-LA	55California Pacific Charter - Los Angeles
	1/31/2023	AMAZ000Amazon	20137001465	40.04	Visual Arts kit for student in CPC-LA	55California Pacific Charter - Los Angele
	1/31/2023	AMAZ000Amazon	20137001479	39.86	Visual Arts kit for student in CPC-LA	55California Pacific Charter - Los Angele
	1/31/2023	AMAZ000Amazon	20137001462	39.86	Visual Arts kit for student in CPC-LA	55California Pacific Charter - Los Angele
	1/31/2023	EECS000Effectual Educational Consulting Serv	20137001442	2,185.00	Adaptive PE Services Oct-Dec 2022 CPC-LA	55California Pacific Charter - Los Angele
	1/31/2023	ZOOM000Zoom	20137001441	395.97	ge Name : Cloud Recording for Dec22-Jan 2023	55California Pacific Charter - Los Angele
	1/31/2023	AMAZ000Amazon	20137001470	40.78	Visual Arts kit for student in CPC-LA	55California Pacific Charter - Los Angele
	1/31/2023	AMAZ000Amazon	20137001463	40.78	Visual Arts kit for student in CPC-LA	55California Pacific Charter - Los Angele
	1/31/2023	AMAZ000Amazon	20137001451	40.78	Visual arts kit for student in CPC-LA	55California Pacific Charter - Los Angele
	1/31/2023	AMAZ000Amazon	20137001455	40.50	Visual arts kit for student in CPC-LA	55California Pacific Charter - Los Angele
	1/31/2023	AMAZ000Amazon	20137001466	40.04	Visual Arts kit for student in CPC-LA	55California Pacific Charter - Los Angele
	1/31/2023	AMAZ000Amazon	20137001468	39.86	Visual Arts kit for student in CPC-LA	55California Pacific Charter - Los Angele
	1/31/2023	AMAZ000Amazon	20137001452	36.04	Visual arts kit for student in CPC-LA	55California Pacific Charter - Los Angele
	1/31/2023	AMAZ000Amazon	20137001449	5.66	AP textbook for student in CPC-LA	55California Pacific Charter - Los Angele
Total for CHASE 1781				35 841 65	-	

Total for CHASE 1781

35,841.65

California Pacific Charter Schools - Regular Meeting of the Board of Directors - Agenda - Tuesday February 21, 2023 at 5:00 PM



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

ACCOUNT NUMBER	5563 7579 0010 0937
PAYMENT DUE DATE	02/25/2023
AMOUNT DUE	\$18,937.63
CURRENT BALANCE	\$18,937.63

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

\*\* 000000

#### 556375790010093701893763018937632

\_\_\_\_\_

PLEASE TEAR PAYMENT COUPON AT PERFORATION

#### STATEMENT MESSAGES

92660-2236

### COMMERCIAL ACCOUNT SUMMARY

ORGANIZATION NAME: CALIFORNIA PACIFIC

ACCOUNT NUMBER: 5563757900100937

CLOSING DATE	01-31-23	PREVIOUS BALANCE	28,359.03
CREDIT LIMIT	100,000	PURCHASES AND OTHER CHARGES	40,576.09
AVAILABLE CREDIT	81,062	CASH ADVANCES	.00
		CREDITS	.00
FOR CUSTOMER SER 1-800-316-60		PAYMENTS	49,997.49-
FOR TTY/TDD SERVICE CALL:		LATE PAYMENT CHARGES	.00
1-800-955-80	)60	CASH ADVANCE FEE	.00
	URIES TO	FINANCE CHARGES	.00
	SEND BILLING INQUIRIES TO: JPMORGAN CHASE BANK NA		18,937.63
COMMERCIAL CARD P.O. BOX 20		TOTAL PAYMENT DUE	18,937.63
MAIL SUITE IL1 ELGIN, IL 60	-6225	DISPUTED AMOUNT	.00
	121		

CALIFORNIA PACIFIC

#### COMMERCIAL ACCOUNT ACTIVITY

# **CALIFORNIA PACIFIC** 5563-7579-0010-0937

TOTAL COMMERCIAL ACTIVITY \$49,997.49CR

#### ACCOUNTING CODE:

 
 Post Date
 Tran Date
 Reference Number

 01-09
 01-09
 7540501300900000000288

#### Transaction Description

PAYMENT RECEIVED -- THANK YOU

```
49,997.49 PY
```

INDIVIDUAL CARDHOLDER ACTIVITY								
ALEXIS MOR 5563-7500-44		<b>CREDITS</b> \$0.00	<b>PURCHASES</b> \$8,948.49					
ACCOUNTING	G CODE:							
		Purchasing	Activity					
Post         Tran           Date         Date           01-02         12-31	Reference Number 82305093001000001841901		Transaction Description STAMPLI FOR 12-2022 MOUNTAIN VIEW CA					
01-05 01-04	55429503004743348950560	ADOBE *ACROPRO P.O.S.: P3P19XPT	ADOBE *ACROPRO SUBS 4085366000 CA P.O.S.: P3P19XPT SALES TAX: 0.00					
01-05 01-04	82711163004000012602264	SP OWL LABS SOM	IERVILLE MA		1,263.91			
01-06 01-05	55432863005206721258573	ABB*BOUDIN CATE	ERING 415-283-1230	СА	71.05			
01-11 01-10	82305093010000012424795	HEALTHY FOOTPR	HEALTHY FOOTPRINTS ADV SAN FRANCISCO CA					
01-18 01-17	82711163018000000324305	COWRITER VOLO II	3.69					
01-19 01-18	82711163019000002591900	YOUNG, MINNEY &	YOUNG, MINNEY & CORR SACRAMENTO CA					
01-20 01-19	55432863019200450151384	MYFAX SERVICE 86	6-563-9212 CA		12.00			
01-20 01-19	55432863019200452161316	MYFAX SERVICE 86	6-563-9212 CA		25.00			
01-25 01-24	55429503024745287467072	ADOBE *ACROPRO P.O.S.: ED408ZDM	O SUBS 4085366000 SALES TAX: 0.00	СА	240.03			
01-25 01-24	82305093024000013042897	HEALTHY FOOTPR	INTS ADV SAN FRA	NCISCO CA	336.00			
01-26 01-25	55429503025743406285565		ADOBE *ACROPRO SUBS 4085366000 CA P.O.S.: GX4QZS6Z SALES TAX: 0.00					
01-26 01-25	55429503025852893683628	PAYPAL *EDTEC IN P.O.S.: 89368362 S	C EDTE 4029357733 SALES TAX: 0.00	СА	80.00			
01-26 01-26	55432863026202169492662		ORTIUM 916-521-11: 0000000 SALES TAX		199.00			
01-27 01-26	55436873026260269830137	PRIMO WATER 800 P.O.S.: 99398043 5			29.97			
			Total Purch	asing Activity	\$5,082.48			

CALIFORNIA PACIFIC

# INDIVIDUAL CARDHOLDER ACTIVITY

#### **Travel Activity**

Post Tran			,					
Date Date 01-04 01-02	Reference Number 55432863003206071262730	SOUTHWES 52624 GREEN/SHANNON P.O.S.: SALES TAX	Transaction Description SOUTHWES 5262403551624 800-435-9792 TX GREEN/SHANNON DEPART: 01-25-23 P.O.S.: SALES TAX: \$0.00 SMF WN J SNA WN J SMF					
01-04 01-03	55436873003160039277758	HILTON ADVPURCH 2720103084	18002367 800-236711 ARRIVA	3 TN L: 01-01-23	226.43			
01-06 01-04	55432863005206675168307	GREEN/SHANNON P.O.S.: SALES TAX	SOUTHWES 5262404554633 800-435-9792 TX GREEN/SHANNON DEPART: 04-04-23 P.O.S.: SALES TAX: \$0.00 SMF WN A LGB WN E SMF					
01-13 01-12	05227023013500211221926	LUX BUS AMERICA	714-939-9200 CA		798.75			
01-17 01-15	52704873016722885207507	HYATT REGENCY S 37187397	ANTA CL 888588438 ARRIVA	4 CA L: 01-13-23	461.20			
01-17 01-15	52704873016722885210709	HYATT REGENCY S 37187420	ANTA CL 888588438 ARRIVA	4 CA L: 01-13-23	461.20			
01-17 01-15	52704873016722886357608	HYATT REGENCY S 37187408	ANTA CL 888588438 ARRIVA	4 CA L: 01-13-23	503.20			
01-17 01-15	52704873016722887026285	HYATT REGENCY S 37187505	ANTA CL 888588438 ARRIVA	4 CA L: 01-13-23	461.20			
01-25 01-24	55506293024400366000022	THE STAND NEWPO	DRT BEAC 81878827	07 CA	115.92			
01-27 01-25	05410193026741561851242	FEDEX 39375618512 P.O.S.: 39375618512	24 MEMPHIS TN 24 SALES TAX: 0.00		13.51			
01-27 01-25	52704873026036018319511	HILTON HOTELS C 1831951	OSTA ME 714540700 ARRIVA	0 CA L: 01-25-23	282.88			
01-27 01-26	82305093027000004547513	STORE*EAT CHOW	SAN FRANCISCO C	A	189.85			
			Total T	ravel Activity	\$3,853.06			
		Miscellaneo	us Activity					
Post Tran Date Date 01-16 01-15	<b>Reference Number</b> 82711163015000013557845	<b>Transaction Descri</b> ULTIMATE SLP FAR			<b>Amount</b> 12.95			
			Total Miscellar	neous Activity	\$12.95			
CHRISTINE I 5563-7501-90		CREDITS \$0.00	<b>PURCHASES</b> \$31,627.60	<b>CASH ADV</b> \$0.00	<b>TOTAL ACTIVITY</b> \$31,627.60			
ACCOUNTIN	G CODE:							
	Purchasing Activity							
Post Tran Date Date 01-02 01-01	<b>Reference Number</b> 02682633002910000065679		otion 517799 INTERNET CA 23 SALES TAX: 0.0		<b>Amount</b> 500.00			
01-02 01-01	02682633002910000380565		517799 INTERNET CA 12 SALES TAX: 0.0		84.39			
01-02 12-30	55432862364205102804341	GOOGLE *ADS3267 P.O.S.: P0Or3zey	517799 650-253-0000 SALES TAX: 0.00	СА	500.00			
01-03 01-02	55432863002205750101632	GOOGLE *ADS3267 P.O.S.: P0OvsEa5	517799 650-253-0000 SALES TAX: 0.00	СА	500.00			

CALIFORNIA PACIFIC

# INDIVIDUAL CARDHOLDER ACTIVITY

#### **Purchasing Activity**

			• •	
Date	Tran Date 3 01-03	Reference Number 55432863003205886687073	Transaction Description GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0OwbFnc SALES TAX: 0.00	<b>Amount</b> 500.00
01-04	4 01-03	02682633004910002105224	GOOGLE*ADS3267517799 INTERNET CA P.O.S.: M56892068258 SALES TAX: 0.00	500.00
01-04	4 01-03	15270213003002388575857	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	500.00
01-04	4 01-04	15270213004000724805854	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	500.00
01-0-	4 01-03	55432863003206068073470	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0OwThSa SALES TAX: 0.00	500.00
01-0	5 01-04	02682633005910001060130	GOOGLE*ADS3267517799 INTERNET CA P.O.S.: M80994655247 SALES TAX: 0.00	500.00
01-0	5 01-04	02682633005910001146376	GOOGLE*ADS3267517799 INTERNET CA P.O.S.: M23190851220 SALES TAX: 0.00	500.00
01-0	5 01-04	55432863004206406877466	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0OyF8aZ SALES TAX: 0.00	500.00
01-0	6 01-05	02682633006910002056128	GOOGLE*ADS3267517799 INTERNET CA P.O.S.: M27933306780 SALES TAX: 0.00	500.00
01-0	6 01-05	55432863005206656487171	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0OzYpm3 SALES TAX: 0.00	500.00
01-0	6 01-05	55432863005206695235326	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0OAINoK SALES TAX: 0.00	500.00
01-0	9 01-06	02682633007910002062976	GOOGLE*ADS3267517799 INTERNET CA P.O.S.: M19803608083 SALES TAX: 0.00	500.00
01-0	9 01-08	02682633009910001054204	GOOGLE*ADS3267517799 INTERNET CA P.O.S.: M94423875165 SALES TAX: 0.00	500.00
01-0	9 01-08	02682633009910024011173	GOOGLE*ADS3267517799 INTERNET CA P.O.S.: M53028705192 SALES TAX: 0.00	500.00
01-0	9 01-08	15270213007042482175853	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	500.00
01-0	9 01-08	15270213008000259475855	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	500.00
01-0	9 01-08	15270213008001404365850	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	500.00
01-0	9 01-09	15270213009000260175857	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	500.00
01-0	9 01-09	15270213009000580175850	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	500.00
01-0	9 01-06	55429503006715569594077	ADOBE *STOCK TRIAL 4085366000 CA P.O.S.: J2K2911M SALES TAX: 0.00	29.99
01-0	9 01-06	55432863006206948819909	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0OBqLD9 SALES TAX: 0.00	500.00
01-0	9 01-06	55432863006207024400614	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0OC3otJ SALES TAX: 0.00	500.00
01-0	9 01-07	55432863007207066209617	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0OChtbb SALES TAX: 0.00	500.00
01-0	9 01-07	55432863007207130679779	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0OCsMz9 SALES TAX: 0.00	500.00
01-0	9 01-07	55432863007207223705549	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0OCYKJC SALES TAX: 0.00	500.00
1				

CALIFORNIA PACIFIC

# INDIVIDUAL CARDHOLDER ACTIVITY

#### **Purchasing Activity**

		5 ,	
Post Tran Date Date 01-09 01-08	Reference Number 55432863008207362233690	Transaction Description GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0ODQOT5 SALES TAX: 0.00	<b>Amount</b> 500.00
01-09 01-08	55432863008207509826745	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0OEktrf SALES TAX: 0.00	500.00
01-09 01-08	55432863008207554494514	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0OEUyV8 SALES TAX: 0.00	500.00
01-10 01-09	02682633010910001051926	GOOGLE*ADS3267517799 INTERNET CA P.O.S.: M23381617030 SALES TAX: 0.00	500.00
01-10 01-09	02682633010910001052155	GOOGLE*ADS3267517799 INTERNET CA P.O.S.: M27736360239 SALES TAX: 0.00	500.00
01-10 01-09	02682633010910001053310	GOOGLE*ADS3267517799 INTERNET CA P.O.S.: M39899164304 SALES TAX: 0.00	500.00
01-10 01-09	02682633010910001053567	GOOGLE*ADS3267517799 INTERNET CA P.O.S.: M90289050053 SALES TAX: 0.00	500.00
01-10 01-09	02682633010910001083036	GOOGLE*ADS3267517799 INTERNET CA P.O.S.: M00562799149 SALES TAX: 0.00	500.00
01-11 01-10	15270213010001519025858	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	500.00
01-11 01-10	15270213010001838485858	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	500.00
01-11 01-10	55432863010208065104952	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0OHC58A SALES TAX: 0.00	500.00
01-11 01-10	55432863010208107320871	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0OHuYTW SALES TAX: 0.00	500.00
01-11 01-11	55432863011208155045742	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0OI55jj SALES TAX: 0.00	500.00
01-12 01-11	02682633012910003052276	GOOGLE*ADS3267517799 INTERNET CA P.O.S.: M84882144506 SALES TAX: 0.00	500.00
01-12 01-11	02682633012910003140501	GOOGLE*ADS3267517799 INTERNET CA P.O.S.: M15735053175 SALES TAX: 0.00	500.00
01-12 01-11	15270213011001561125852	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	500.00
01-12 01-12	15270213012000889385858	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	500.00
01-12 01-11	55432863011208278601140	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0OIxTdE SALES TAX: 0.00	500.00
01-12 01-11	55432863011208318402111	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0OISYBw SALES TAX: 0.00	500.00
01-12 01-12	55432863012208402683864	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0OJnJ3p SALES TAX: 0.00	500.00
01-13 01-12	02682633013910000053631	GOOGLE*ADS3267517799 INTERNET CA P.O.S.: M17161100920 SALES TAX: 0.00	500.00
01-13 01-12	02682633013910000053854	GOOGLE*ADS3267517799 INTERNET CA P.O.S.: M94860334820 SALES TAX: 0.00	500.00
01-13 01-12	15270213012001806855858	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	500.00
01-13 01-13	15270213013000329495852	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	500.00
01-13 01-12	55432863012208568110041	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0OKauQJ SALES TAX: 0.00	500.00

Page 5 of 6 Powered by BoardOnTrack

01-16 01-14

01-17 01-16

01-17 01-16

01-18 01-17

01-20 01-19

01-25 01-24

55432863014209136094699

02682633017910003128949

55432863016209729258246

55432863017200000359323

55432863019200541901102

82711163025000001287700

CALIFORNIA PACIFIC

Amount

500.00

500.00

500.00

500.00

44.99

500.00

761.20

500.00

500.00

500.00

187.25

44.19

27.90

447.69

\$31,627.60

## INDIVIDUAL CARDHOLDER ACTIVITY

		Purchasing Activity
Post Tra Date Date		Transaction Description
01-13 01-1	2 55432863012208605964475	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0OKbOzw SALES TAX: 0.00
01-13 01-1	2 55432863012208645879436	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0OKjDIf SALES TAX: 0.00
01-13 01-1	3 55432863013208703596103	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0OKT7Pt SALES TAX: 0.00
01-13 01-1	3 55432863013208760953304	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0OKRpst SALES TAX: 0.00
01-13 01-1	2 55480773012207555900994	ONTIMETEL DIALMYCALLS 8009282086 FL
01-16 01-1	5 02682633016910000052622	GOOGLE*ADS3267517799 INTERNET CA P.O.S.: M18402440875 SALES TAX: 0.00
01-16 01-1	6 15270213016000400276079	MSFT * E0800LUJNL MSBILL.INFO WA
01-16 01-1	3 55432863013208862855142	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0OLU4YB SALES TAX: 0.00

GOOGLE \*ADS3267517799 650-253-0000 CA P.O.S.: P0ON1DcK SALES TAX: 0.00

GOOGLE\*ADS3267517799 INTERNET CA P.O.S.: M11173838380 SALES TAX: 0.00

MAILCHIMP \*MISC MAILCHIMP.COM GA

MAILCHIMP \*MISC MAILCHIMP.COM GA

**Total Purchasing Activity** 

ATT\*BILL PAYMENT 800-288-2020 TX P.O.S.: 323923130 SALES TAX: 0.00

STICKER MULE AMSTERDAM NY



# LAW OFFICES OF YOUNG, MINNEY & CORR, LLP

THE CHARTER LAW FIRM

January 6, 2023

Via U.S. Mail

California Pacific Charter Schools Attn: Christine Feher, Executive Director 940 South Coast Drive #185 Costa Mesa, CA 92626

#### Re: YM&C Legal Services

Dear Valued Client:

Thank you for choosing Young, Minney & Corr LLP ("YM&C") as your trusted legal counsel and partner. YM&C is proud to be California's most experienced, knowledgeable, and respected firm working in the unique area of school law. We truly appreciate your business.

As you may be aware, YM&C works hard to provide quality legal services for your school at highly competitive rates. However, increases in operating costs mean the overall cost of maintaining our offices has increased, despite our best efforts to the contrary.

Consequently, as we strive to provide you with the highest quality legal services possible, we find it necessary to increase our hourly rates, effective as of February 1, 2023. Please be advised that our new hourly rates for schools are as follows:

Partners	\$325
Of Counsel	\$325
Senior Associates	\$300
Associates	\$285
Law Clerks/Paralegals	\$125

While we regret the need for this increase, we hope you understand. Please be assured that cost effective and high-quality legal services remain our most important goal. YM&C will always seek to maintain the most competitive rates for legal services. We are grateful for your business and look forward to working with you in 2023 and beyond.

Very truly yours,

LAW OFFICES OF YOUNG, MINNEY & CORR LLP

James E. Young, Es

an Paul C Minney, Esa

SACRAMENTO - LOS ANGELES - SAN DIEGO - WALNUT CREEK MAIN OFFICE: 655 UNIVERSITY AVENUE, SUITE 150, SACRAMENTO, CA 95825 - WWW.MYCHARTERLAW.COM

TEL 916.646.1400 - FAX 916.646.1300



Enome, Inc. (Goalbook) P.O. Box 1289 San Mateo, CA 94401 Phone: 1-855-207-5443 Fax: (650) 284-0432 FEIN: 45-2540420

Due 24 Feb 2023 (NET 30)

25 Jan 2023

### Invoice 1001-49406

### **California Pacific Charter Schools**

940 South Coast Drive #185 Costa Mesa, CA 92626

Qty Unit Description Price Total 1.0 Product Special Education Membership - Goalbook Toolkit access for up to 10 \$15,900.00 \$15,900.00 users in the 22/23 SY & 23/24 SY 1.0 Product Mid-Year Start, 22/23 SY -\$2,385.00 -\$2,385.00 1.0 Product Multi-Year Partner -\$1,590.00 -\$1,590.00 Subtotal: \$11,925.00 Total Due: \$11,925.00

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######## R90WJH8Y I Service Tag	Lenovo	Slim 1 INPIRON	Laptop	NA	NA
######## 271NB53 I Service Tag		3593 OptiPlex	Laptop Desktop	NA	NA
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# Coversheet

# Consent - Education/Student Services

Section: Item: Purpose:	VIII. Consent B. Consent - Education/Student Services
Submitted by: Related Material:	23-24 School Calendar for Board Approval 2-21-23.pdf 2023 CalPac School Safety Plan.pdf DRAFT 2023 CalPac School Safety Plan - red line.pdf

#### BACKGROUND:

#### Approval of 2023-24 Instructional Calendar

The School Instructional Calendar for 2023-24 was developed with input by school education partners.

#### Approval of Comprehensive School Safety Plan (CSSP), February 2023

The 2023 Comprehensive School Safety Plan was developed with the School Site Council at a meeting held on January 25, 2023. Proposed revisions included an update of the school's administrative building address, updated office evacuation maps, updated Field Trip permission slip, updated suspected child abuse reporting form, office safety inspection checklist that replaces a hazard assessment checklist, and an added fire safety tips, checklist, and plan for home safety.

The plan was approved by SSC on January 25, 2023, and shared with staff during an all staff meeting on January 30, 2023.

#### **RECOMMENDATION:**

It is recommended that the Board approve the 2023-24 School Instructional Calendar and the 2023 Comprehensive Safety Plan, as presented.

# CALPAC | 2023-2024 CALENDAR

JULY '23           S         M         T         W         Th         F         S           1         2         3         4         5         6         7         8           9         10         11         12         13         14         15           16         17         18         19         20         21         22           23         24         25         26         27         28         29           30         31	<ul> <li>4 No School, Independence Day</li> <li>5 First day of ESSER Summer School</li> </ul>	JANUARY '24           S         M         T         W         Th         F         S           1         2         3         4         5         6           7         8         9         10         11         12         13           14         15         16         17         18         19         20           21         22         23         24         25         26         27           28         29         30         31	<ul> <li>12/21-1/5 No School, Winter Break</li> <li>15 No School, MLK Day</li> <li>26 Last Day of Semester 1</li> <li>26 End of LP 5 (17)</li> <li>29 No School, Non- Student</li> <li>Day</li> <li>30 First Day of Semester 2</li> </ul>
AUGUST '23           S         M         T         W         Th         F         S           1         2         3         4         5           6         7         8         9         10         11         12           13         14         15         16         17         18         19           20         21         22         23         24         25         26           27         28         29         30         31	<ul><li>14 Last day of ESSER Summer School</li><li>30 First day of Semester 1</li></ul>	FEBRUARY '24           S         M         T         W         Th         F         S           a         b         c         1         2         3           4         5         6         7         8         9         10           11         12         13         14         15         16         17           18         19         20         21         22         23         24           25         26         27         28         29         -         -           m         m         m         m         m         m         m         m	<ul><li>19 No School, Presidents' Day</li><li>23 Last day of LP 6 (18)</li></ul>
SEPTEMBER '23           S         M         T         W         Th         F         S           3         4         5         6         7         8         9           10         11         12         13         14         15         16           17         18         19         20         21         22         23           24         25         26         27         28         29         30	<ul> <li>4 No School, Labor Day</li> <li>22 End of LP1 (17)</li> </ul>	MARCH '24           S         M         T         W         Th         F         S           0         0         1         2         3         4         5         6         7         8         9           10         11         12         13         14         15         16           17         18         19         20         21         22         23           24         25         26         27         28         29         30           31	22 Last day of LP 7/P2 (20)
OCTOBER '23           S         M         T         W         Th         F         S           1         2         3         4         5         6         7           8         9         10         11         12         13         14           15         16         17         18         19         20         21           22         23         24         25         26         27         28           29         30         31         -         -         -	<b>20</b> End of LP2 (20)	APRIL '24           S         M         T         W         Th         F         S           1         2         3         4         5         6           7         8         9         10         11         12         13           14         15         16         17         18         19         20           21         22         23         24         25         26         27           28         29         30	<ul> <li>1-5 No School, Spring Break</li> <li>19 End of LP 8 (15)</li> </ul>
NOVEMBER '23           S         M         T         W         Th         F         S           1         2         3         4           5         6         7         8         9         10         11           12         13         14         15         16         17         18           19         20         21         22         23         24         25           26         27         28         29         30	<ul> <li>10 No School, Veterans</li> <li>Day (Observed)</li> <li>17 End of LP3 (19)</li> <li>20-24 No School, Fall Break</li> </ul>	MAY '24           S         M         T         W         Th         F         S           1         2         3         4           5         6         7         8         9         10         11           12         13         14         15         16         17         18           19         20         21         22         23         24         25           26         27         28         29         30         31         -	<ul> <li>17 End of LP 9 (20)</li> <li>27 No School, Memorial</li> <li>Day</li> </ul>
DECEMBER '23           S         M         T         W         Th         F         S           a         b         c         c         1         2           3         4         5         6         7         8         9           10         11         12         13         14         15         16           17         18         19         20         21         22         23           24         25         26         27         28         29         30           31         -         -         -         -         -         -	<b>15</b> End of LP4/P1 (15) <b>12/21-1/5</b> No School, Winter Break	JUNE '24           S         M         T         W         Th         F         S           2         3         4         5         6         7         8           9         10         11         12         13         14         15           16         17         18         19         20         21         22           23         24         25         26         27         28         29           30	<ul> <li><b>7</b> Last day of Semester 2 End of LP 10 (14)</li> <li>Sem 1 (88) / Sem 2 (87)</li> </ul>



# COMPREHENSIVE SCHOOL SAFETY PLAN February 21, 2023

940 South Coast Drive, Suite #185, Costa Mesa, CA 92626 Main Office Line: (855) 225-7227 <u>http://www.cal-pacs.org/</u>

ADMINISTRATION

Christine Feher, Superintendent

# **BOARD OF DIRECTORS**

Kelly Wylie, President Dr. Shirley Peterson, Vice President Tanya Rogers, Clerk Jason McFaul, Member Bill Howard, Member

# EVALUATION OF PROGRESS AND REVISION OF COMPREHENSIVE SAFETY PLAN

The Comprehensive School Safety Plan (CSSP) was established to ensure the health and safety of pupils and staff, in compliance with California SB 719 and AB 115. The CSSP shall be reviewed by the school site council or designated safety planning committee and adopted by March 1 of each year to ensure proper implementation. California Pacific Charter School's (CalPac or School) CSSP is in compliance with Education Code Sections 32282(2)(a), 44237, and 47605(F)(i)-(ii). An updated file of all safety-related plans and materials is readily available for inspection by the public and is kept in the school's administration office.

The CSSP contains the following elements:

- Assessment of school crime committed on school campuses and at school-related functions
- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- Schoolwide dress code
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment

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# **SECTION 1: SCHOOL SAFETY ASSESSMENT**

# **Comprehensive School Safety Plan Purpose**

The School is responsible to prepare for emergencies and create a safe, secure learning environment for students and staff. The purpose of the CSSP is to provide specific guidelines and procedures:

- For all school personnel to use in responding to emergency situations and to ensure that school personnel will be prepared to respond to any disaster or emergency in an orderly and effective manner.
- For developing supplementary plans.
- For emergency response training for all employees and students.
- To establish the equipment and supplies required prior to a disaster as applicable.

## Suspension and Expulsion Rates

CalPac has a 0% suspension and expulsion rate. Due to the online, independent study nature of the school, very few disciplinary situations arise. Most issues can be handled with a warning and/or a phone call to the parent/legal guardian. CalPac adopts a restorative justice approach to student behavior. If and when a student behavior incident needs to be addressed, the school holds empathy interviews, conducts a root cause analysis and involves the school counselor, school psychologist, or school social worker to provide social emotional support. In the event that a student is suspended or expelled, the procedures outlined in the student handbook will be followed.

## **Crime Statistics**

CalPac students reside anywhere within the following counties: Sonoma, Marin, Lake, Solano, Contra Costa, Napa, Mendocino, Kern, Los Angeles, Orange, Imperial, San Bernardino, Ventura, Riverside and San Diego. Crime statistics vary greatly in this vast area of coverage. Because no students attend school in person (outside of scheduled events and state testing), crime statistics are not available.

## **Discipline Statistics**

Causes for student discipline on behalf of CalPac are primarily the result of plagiarism, online classroom conduct, and occasionally, cyberbullying. The student handbook outlines the guidelines for these infractions as well as the consequences.

# **SECTION 2: EMPLOYEE CRIMINAL CHECK**

All candidates for employment will complete a criminal background check through the California Department of Justice as part of the onboarding process. No person with a violent or serious felony conviction outlined in Education Code Sections 44830.1, 45122.1, 45123, and 45124 will be employed by CalPac. Additionally, employment with CalPac will be subject to ongoing criminal history checks through subsequent arrest notifications provided by the Department of Justice (Education Code Section 45125(2)(j)).

# **SECTION 3: CHILD ABUSE REPORTING**

# Definitions

- 1. "Child Abuse" includes the following:
- a) A physical injury inflicted by other than accidental means on a child by another person.
- b) Sexual abuse of a child.
- c) Willful cruelty or unjustifiable punishment of a child, or willfully inflicting unjustifiable physical pain or mental suffering, or failure to safeguard a child from these injuries when the child is under a person's care or custody.
- d) Unlawful corporal punishment or injury resulting in a traumatic condition.
- e) Neglect of a child or abuse in out-of-home care.

- 2. "Mandated Reporters" are those people defined by law as "child care custodians," "health practitioners," "child visitation monitors," and "employees of a child protective agency." Mandated reporters include virtually all school employees. The following school personnel are required to report: Teachers, administrators, supervisors of child welfare and attendance, certificated pupil personnel employees, school psychologists, licensed nurses, counselors, and those instructional aides or other classified employees trained in child abuse reporting.
- 3. "Child Protective Agencies" are those law enforcement and child protective services responsible for investigating child abuse reports, including the local police or sheriff department, county welfare or juvenile probation.

# **Duty to Report**

In conformance with the requirements of the Penal Code, any school employee who has knowledge of or observes a child in their professional capacity or within the scope of their employment whom they know or reasonably suspects has been a victim of child abuse shall report the known or suspected instance of child abuse to the local law enforcement and/or child protective agency immediately or as soon as practically possible by telephone, and shall prepare and send a written report thereof within 36 hours of receiving the information concerning the incident. The reporting duties are individual and cannot be delegated to another individual except under circumstances set forth in Penal Code 11166.

For the purposes of this reporting procedure and the Penal Code, "reasonable suspicion" means that it is objectively reasonable for a person to entertain such a suspicion, based upon facts that could cause a reasonable person in a like situation, drawing when appropriate on their training and experience, to suspect child abuse.

Employees reporting child abuse to a child protective agency are encouraged, but not required, to notify the School Director or designee as soon as possible after the initial verbal report by telephone. When so notified, the School Director shall inform the Chief Executive Officer or designee. Administrators so notified shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with law and school regulations. At the mandated reporter's request, the School Director may assist in the completion and filing of these forms. If the mandated reporter does not disclose their identity to a school administrator, they shall at least provide or mail a copy of the written report to the school without their signature or name.

## Legal Responsibility and Liability

Mandated reporters have absolute immunity and their identity will be kept confidential by the School. School employees required to report are not civilly or criminally liable for filing a required or authorized report of known or suspected child abuse. If a mandated reporter fails to report an instance of child abuse, which they know to exist or reasonably should know to exist, then they are guilty of a misdemeanor punishable by confinement in jail for up to six months, a fine of up to \$1,000, or both. The mandated reporter may also be held civilly liable for damages resulting from any injury to the child after a failure to report.

When two or more persons who are required to report have joint knowledge of a suspected instance of child abuse, and when they so agree, the telephone report may be made by either of them, and a single report made and signed by that person. However, if any person who knows or should know that the designated person failed to make the report, that person then has a duty to do so.

Within 36 hours of suspicion of child abuse, a written report must be sent, faxed or submitted electronically. The written report should be completed on form SS 8572, "Suspected Child Abuse Report," which can be downloaded at <a href="http://ag.ca.gov/childabuse/pdf/ss\_8572.pdf">http://ag.ca.gov/childabuse/pdf/ss\_8572.pdf</a> (Appendix C).

# **Contact Information**

1. Los Angeles County Department of Children and Family Services (DCFS) at (800)

540-4000 (24 hours per day-7 days per week).

2. Los Angeles County Sheriff's Department (Palmdale Station) Non-Emergency (661) 272-2400.

3. San Diego County Department of Children and Family Services (DCFS) at (858) 616-5990 (24 hours per day-7 days per week).

https://www.sandiegocounty.gov/content/sdc/hhsa/facilities/north\_central/north\_central\_ region\_administration\_balboa.html

4. San Diego County Sheriff's Department, 9621 Ridgehaven Court, San Diego, CA 92123 Non-Emergency (858) 974-2110

https://www.sdsheriff.net/records\_contact.html

5. County of Sonoma Department of Human Services, child Protection Hotline (707) 565-4304 or (800) 870-7064

https://sonomacounty.ca.gov/health-and-human-services/human-services/divisions-and-services/family-youth-and-children/prevent-and-report-child-abuse

6. Sonoma County Sheriff's Department, 2796 Ventura Avenue, Santa Rosa, CA 95403, (707) 565-2511 <u>https://www.sonomasheriff.org/</u>

### Child Abuse Training Requirement

All school employees must annually complete the mandated reporter training requirement as determined by the school administration. The training must be completed no later than October 15th every year. Newly hired employees are required to complete the training course within six (6) weeks of employment. Proof of completion of the training will be kept on file by Human Resources.

# **SECTION 4: DISASTER PROCEDURES**

CalPac is an independent study program. By nature, students do not come to a campus, and the school is only in custody of students in the event of optional scheduled events or annual state test proctoring. In the event that students are in direct care of the school during any disaster (including earthquakes, fire, natural disaster, harmful

threat, etc.), school personnel will follow the safety protocol and procedures of the rented or visiting facility. Special consideration will be taken for students with disabilities in all cases.

In addition, when applicable school employees will be provided training on the following incidents:

- Active Shooter/Armed Intruder/Lockdown
- Bomb threat (See Appendix G)
- Chemical Spills
- Earthquake (See Appendix F)
- Fire and Explosion Hazards

If any of the above situations occurs during a CalPac field trip event or on location (rented space) for state testing, all staff will take action to ensure student safety in accordance with the venue's established policies and procedures.

## Site Specific Disaster Plan

The Executive Director or their designee will maintain the School Disaster Plan in compliance with Education Code and board policy. The staff of the school will be familiar with the emergency response procedures of the school and the partnering agencies as applicable. All staff members will be trained in emergency response and to provide students with the instruction and practice they need in order to respond appropriately during emergencies and disasters.

The School Director will activate the School's Disaster Plan in a major disaster or when an emergency exists or threatens to exist that may impact the safety and well-being of students, employees and surrounding community. When the School Disaster Plan is activated, or a disaster plan is implemented at a site where school staff, students, or stakeholders are present, all staff will follow an Incident Command System (ICS). ICS is an organizational structure used by all emergency responders in the State of California when responding to an incident, which ensures centralized direction and coordination. Under ICS, one person (the Incident Commander) is in charge of the emergency at the school site. The Incident Commander has full authority to command and direct resources. The School Director is typically the Incident Commander and will coordinate response and services with the CEO and the administration of the partnering agencies as appropriate.

Depending on the nature and scope of the emergency, the School Director may appoint Section Chiefs to oversee the four other functions: Planning, Operations, Logistics and Finance and Administration. If the situation warrants, the School Director can perform any or all five functions. The CEO will provide support to the School Director and may act as the Incident Commander in their absence.

#### Incident/School Commander

The Management/Command Section is responsible for overall policy, direction and coordination of the emergency response effort during the incident. This Command Section is also responsible for interacting with responding agencies.

Responsibilities:

- 1. Assess emergency or threat and impact to students, staff, school property and surrounding community.
- 2. Activate School Disaster Plan and Incident Command System.
- 3. Establish an Incident Command Post.
- 4. Develop and communicate a plan of action.
- 5. Provide school with site specific status reports.
- 6. Authorize any release of public information.
- 7. Release teachers as appropriate.
- 8. Declare end of emergency-initiate recovery if appropriate.
- 9. Remain in charge of the campus until redirected/released by superintendent of

schools, or relieved by fire or law enforcement incident commander.

### **Operations Section**

The Operations Section is responsible for coordinating all operations in support of the emergency response and for implementing action plans. This section includes response teams that work toward reduction of the immediate hazard, mitigating damage, and establishing control and restoration of normal operations.

Responsibilities:

- 1. Coordinate Staff Buddy Assignments
- 2. Coordinate Student Messengers
- 3. Coordinate Search and Rescue
- 4. Coordinate Campus Check and Security
- 5. Coordinate Medical Aid
- 6. Coordinate Student Care
- 7. Coordinate Student Release
- 8. Coordinate Mental Health Counseling
- 9. Make sure teams have enough supplies
- 10. Reassign staff as needed
- 11. Schedule breaks and back-ups for staff
- 12. Coordinate mental health response activities

### Planning/Intelligence Section

The Planning and Intelligence Section is responsible for collecting, evaluating, and disseminating information; maintaining documentation; and evaluating incoming information to determine the potential situation in the future.

Responsibilities:

- 1. Collect all information pertinent to incident (internal and external)
- 2. Analyze information for potential impacts or changes

- 3. Prepare and update status reports
- 4. Manage and update status board

#### **Logistics Section**

The Logistics Section is responsible for providing all types of support for the emergency response operation. This section orders all resources from off-site locations and provides facilities, services, personnel, equipment, transportation, and materials. Responsibilities:

- 1. Open disaster container
- 2. Distribute supplies, kits, etc.
- 3. Set-up various staging area (s) for sanitation, feeding, etc.
- 4. Sign-in volunteers and assign to various sections needing assistance
- 5. Determine whether additional equipment, supplies, or personnel is needed
- 6. Make arrangements for transport of supplies and lodging of personnel

#### Finance and Administration Section

The Finance and Administration Section is responsible for accounting and financial activities such as establishing contracts with vendors, keeping pay records, and accounting for expenditures. This section is also responsible for all other administrative requirements and acts as the clearinghouse for documentation during the recovery phase.

Responsibilities:

- 1. Document all supplies redirected to emergency
- 2. Document all personnel time redirected to emergency (number of hours with description of activities performed)
- 3. Check with Section Chiefs to determine whether additional supplies, etc. will need to be purchased.
- 4. Purchase needed items.

5. Document all activities.

#### Each School Disaster Plan includes the following:

- 1. An evacuation route map for the administrative office (See Appendix E).
- 2. Student and employee accounting system and forms
- 3. Student check-out procedure.

As the school operates an independent study program, staff will adhere to the emergency plan of the facility or location when attending a field trip or conducting state testing.

### Preparedness

Emergency preparedness at schools starts with school staff emergency preparedness at home. To ensure school staff are able to adequately respond to an emergency, disaster, or event, the following personal preparedness measures should be taken:

- 1. Create a 72-hour emergency supply kit for the home.
- 2. Create an emergency car/office kit.
- 3. Develop a plan to reunite with family members.
- 4. Pack emergency supplies in the trunk of a personal vehicle including:
  - Warm clothing
  - Non-perishable food and water.
  - Needed medication and first aid supplies.
  - Personal hygiene supplies.
  - Never let a personal vehicle become too low on fuel.

#### **Disaster Service Workers**

Section 3100 of the California Government Code states that public employees are disaster service workers who are subject to the disaster service activities assigned to them by their superiors or by law. The term *public employees* includes all personnel

employed by State of California agencies, California county and city agencies, and public districts. CalPac employees are designated as disaster service workers. Section 3100 of the California Government Code applies to public school employees for cases in which:

- 1. A local emergency has been proclaimed.
- 2. A State of Emergency has been proclaimed.
- 3. A Federal disaster declaration has been made.

# **Emergency Response Roles and Actions**

If any of the following situations occurs during a CalPac event or on location (rented space) for state testing, all staff will take action to ensure student safety.

- Active Shooter/Armed intruder
- Bomb Threat
- Chemical Accident
- Earthquake
- Explosion
- Fire
- Flood
- Windstorm
- Lockdown

#### Response

Response is the process of implementing appropriate actions while an emergency situation is unfolding. In this phase, schools mobilize resources needed to address the emergency at hand. In any emergency situation, get help right away. Alert someone immediately—a school administrator, school nurse, the 911 Dispatcher, local fire department or police department, as appropriate.

#### **School Responsibilities**

If a disaster were to strike during school hours or at a school event, the primary

responsibility is to ensure the safety and security of students and staff. School staff can expect student flight and panic to some degree, however most students will look to staff for their safety and proper actions in a disaster. School personnel will remain with students until:

1. It is considered safe by the School Director;

2. A trusted adult identified on the student's record in the CalPac student information system arrives to pick up the student.

#### The School Director will:

- 1. Ensure that all personnel are familiar with the School Safety Plan and procedures.
- Provide information to a trusted adult annually about the guidelines and procedures of the School Safety Plan as well as the trusted adults' responsibilities under the plan.
- 3. Work in coordination with the teachers, staff, and representatives from rented locations in the event of a disaster or emergency.
- 4. Coordinate the implementation of the School Disaster Plan in an actual event.
- 5. Designate a person who will assist in a disaster situation in their absence.
- 6. Inform trusted adults of the procedures for checking out students after a disaster.
- Coordinate all emergency response efforts remotely, working with the teachers at the scene, trusted adults of students participating in the school event or at state testing, and with representatives on location.

#### The Administrative Assistant will:

- 1. Assist the School Director with notification of parents/guardians.
- 2. Manage incoming calls, questions, and concerns to the main office.
- 3. Remain on duty until dismissed by the School Director.

#### The Teacher will:

- 1. Become familiar with the School Safety Plan.
- 2. Provide annual instruction to students in the drills and procedures.
- 3. Maintain a current roll sheet for each testing location; check roll during each disaster; report any missing students to the School Director or designee.
- 4. Carry out other duties assigned by the School Director or designee.
- 5. Supervise and remain with their students unless they are assigned to other specific duties.
- Keep the student attendance sheet in their possession during drills and alerts. The attendance sheet will include information about special needs students or those with special medical issues.
- 7. Remain on site and carry out their assignments until officially dismissed by the School Director or administrative designee.

#### **Procedure:**

The supervising teacher on location will have emergency contact information on their person at all times. The lead proctor on site at state testing locations will have contact information of trusted adults identified in the Student Information System on site. Teachers will follow the direction of officials, location personnel, and authorities to follow evacuation or lock down procedures of the facility. All staff will participate in annual training relative to active shooter response.

It is the responsibility of the teacher to keep students calm and follow the instructions as given on site. As soon as possible, teachers should notify the School Director of the situation. The School Director will remain in contact with the teacher, relaying information to the parents/guardians as needed. Teachers will remain on site until all students have been released to the parent/guardian listed on the permission slip or in the Student Information System.
#### **Trusted Adult Responsibilities**

The trusted adults of students identified in the Student Information System will be provided with a Student Permission Slip for each field trip. In case of a declared emergency, students will be released only to persons designated on this slip. Trusted adults are responsible for ensuring that information on the form is current at all times. Trusted adults are asked to share in the School's responsibility of informing students what they should do in case of an emergency, disaster, or other dangerous event. Trusted adults need to give specific directions to each student to follow the school policy and directions of school personnel. It is critical that students do not receive directions that are contrary to the School's stated policy on retention at school and authorized release in case of a real or perceived emergency.

#### Earthquakes

In accordance with Education Code Section 32282 (II)-(IV), a drop procedure flyer has been made available in Appendix F of this document for distribution to staff and students annually.

#### **Fire Drills**

As an online school, fire safety reminders and checklists are provided to students and staff to support safety in the home as recommended by the Fire and Emergency Medical Services Department. (See Appendix H.)

### **SECTION 5: SUSPENSION/EXPULSION**

The school reserves the right to suspend or expel students pursuant to the policy and procedures established by the governing board and pursuant to federal and state law. Frequent interaction among students, and between students and faculty, will occur mostly online via one-to-one and collaborative communication tools, or weekly Homeroom meetings. These participants may also interact from time to time during

scheduled school events and proctored testing events. The school has disciplinary procedures pertaining to a student's academic, interpersonal, and internet conduct. Discipline follows a process of Positive Behavior Interventions to each subsequent violation, with proper notifications at each step.

Interpersonal communication and conduct, in whatever form or arena it occurs, will be subject to CalPac's policies that establish:

- expectations for civil and courteous student behavior.
- a process for investigating violations or alleged violations of the same.
- any lawful penalties or interventions to be imposed as a result.

Penalties are increased for each subsequent offense until the student becomes a candidate for expulsion.

#### Grounds for Suspension or Expulsion

For CalPac students, the applicable suspension and expulsion policy and procedure is set forth in the terms of the charter between the School and the authorizing school district. Copies of the charter petition will be supplied upon request. In addition, CalPac has a board approved Expulsion Plan that documents the school's role to assist the students' continued successful access to education.

As to students with special education needs, discipline will be taken, where appropriate, in conformance with applicable law.

For students who seek admission at CalPac, the decision to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Administrative Panel (which shall consist of at least three members who are certificated and neither a teacher of the pupil or a Board member of CalPac's Board of Directors). This decision will follow a meeting with the School Director or designee and the pupil and trusted adult or representative to determine whether the pupil has successfully completed a rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The School Director or designee shall make a recommendation to the Administrative Panel following the meeting regarding their determination.

# SECTION 6: PROCEDURES TO NOTIFY TEACHERS OF DANGEROUS PUPILS

#### Education Code Section 49079

(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.

(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.

(d) For the 1994-95 school years, the information provided shall be from the previous two school years. For the 1996-97 school years and each school year thereafter, the information provided shall be from the previous three school years.

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

#### **Notification of Suspension History**

Each September and February, all teachers will be provided with a list via email of enrolled students who have one or more suspensions of a serious or violent nature. This list includes student suspensions for the current year plus the previous three years. The following procedure is used in notifying teachers of the suspension history:

- 1. Suspension lists are emailed and hand-delivered to each teacher using a routing sheet. All teachers sign the routing slip indicating their review of the data.
- The hard copies will have a cover sheet marked "confidential" and teachers will be reminded via email and on the routing sheet about the confidential nature of the data.
- 3. All routing sheets and suspension reports are to be returned after 5 days and filed in the school office.

#### **Notification of Current Suspensions**

To notify teachers of suspensions as they occur during the school year, the following process is used:

- Teachers will be sent an email advising them of the nature of the serious act and the dates of the suspension as well as any other pertinent information regarding the suspension.
- 2. Teachers will be reminded in the email about the confidential nature of the data

## Procedures for Notifying Law Enforcement Regarding Narcotic and Assault Suspensions/Expulsions

Education Code Section 48902

(a) The principal of a school or the principal's designee shall, prior to the suspension or expulsion of any pupil, notify the appropriate law enforcement authorities of the county or city in which the school is situated, of any acts of the pupil that may violate Section 245 of the Penal Code (assault).

(b) The principal of a school or the principal's designee shall, within one school day after suspension or expulsion of any pupil, notify, by telephone or any other appropriate method chosen by the school, the appropriate law enforcement authorities of the county or the school district in which the school is situated of any acts of the pupils that may violate subdivision (c) or (d) of Section 48900.

(c) Notwithstanding subdivision (b), the principal of a school or the principal's designee shall notify the appropriate law enforcement authorities of the county or city in which the school is located of any acts of a pupil that may involve the possession or sale of narcotics or of a controlled substance or a violation of Section 626.9 or 626.10 of the Penal Code. The principal of a school or the principal's designee shall report any act specified in paragraph (1) or (5) of subdivision (c) of Section 48915 committed by a pupil or non-pupil on a school site to the city police or county sheriff with jurisdiction over the school and the school security department or the school police department, as applicable.

(d) A principal, the principal's designee, or any other person reporting a known or suspected act described in subdivision (a) or (b) is not civilly or criminally liable as a result of making any report authorized by this article unless it can be proven that a false report was made and that the person knew the report was false or the report was made with reckless disregard for the truth or falsity of the report.

(e) The willful failure to make any report required by this section is an infraction punishable by a fine to be paid by the principal or principal's designee who is responsible for the failure of not more than five hundred dollars (\$500).

(f) The principal of a school or the principal's designee reporting a criminal act committed by a school age individual with exceptional needs, as defined in Section 56026, shall ensure that copies of the special education and disciplinary records of the pupil are transmitted, as described in paragraph (9) of subsection (k) of Section 1415 of Title 20 of the United States Code, for consideration by the appropriate authorities to whom they report the criminal act. Any copies of the pupil's special education and disciplinary records may be transmitted only to the extent permissible under the federal Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Sec. 1232g et seq.).

#### **Transfers/Mandatory Alternative Placement**

When students are administratively transferred from one school to another for disciplinary reasons, teachers (to whom the student is assigned) at the new school will be notified by the school administration and will be provided with written information regarding the reason(s) for the student's transfer as well as a copy of the student's behavior contract (if applicable). Copies of this written notice are maintained in the school office.

#### **Student Convictions**

When the school receives information from the juvenile court system that a student has been convicted of a serious or violent crime requiring teacher notification, the School Director will provide written notice to the teacher using the procedures outlined in "Current Suspensions." Copies of this notice will be maintained in the school office.

## **SECTION 7: DISCRIMINATION AND HARASSMENT**

#### **Unlawful Harassment Policy**

It is the policy of CalPac to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, age, disability, marital status, citizenship or any other characteristic protected by law. CalPac prohibits any such discrimination or harassment. It is CalPac's mission to provide a professional work and learning environment free of harassment, that maintains equality, dignity, and respect for all. It is a violation of this policy for any student, teacher, administrator or other employee of CalPac to harass a student, teacher, administrator, or other employee through conduct or communication. This policy applies to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to CalPac (e.g., an outside vendor, consultant or customer). Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

#### What is Harassment?

Harassment can take many forms. As used in the CSSP, the term "harassment" includes:

- Offensive remarks, comments, jokes, or slurs pertaining to an individual's race, religion, sex, age, national origin or ancestry, disability, citizenship, veteran status, or any other protected status defined by law.
- 2. Offensive sexual remarks, sexual advances, flirtations, or requests for sexual favors, regardless of the gender of the individuals involved.
- 3. Offensive physical conduct, including touching, regardless of the gender of the individuals involved, including threats of harm, violence or assault.
- 4. Offensive pictures, drawings, photographs, or other communications, including email.
- 5. Threatening reprisals of an employee's refusal to respond to requests for sexual favors or for reporting a violation of this policy.
- 6. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, regardless of gender, when:
  - a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.
  - b. Submission to, or rejection of, such conduct by an individual is used as a

basis of employment decisions affecting such individuals.

c. Such conduct has the purpose or effect of substantially interfering with the individual's work performance or creating an intimidating, hostile or offensive working environment.

#### Responsibility

All CalPac students, staff, and administrators have a responsibility for keeping their work and educational environment free of harassment.

#### Reporting

CalPac encourages reporting of all actual or perceived incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. However, CalPac cannot resolve a harassment claim that has not been reported. Employees are responsible for reporting claims to the school, and the school in turn will take any and all necessary steps to address the employee's concerns. Individuals who believe that they have been the victim of such conduct should discuss their concerns with their immediate supervisor, and/or the school administration. In addition, CalPac encourages individuals who believe they are being subjected to such conduct promptly to advise the offender that their behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. CalPac 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 as possible, although it is understood that an investigation will normally require the involvement of third parties.

#### Investigation/Complaint Procedure

All complaints of harassment will be promptly investigated. If the investigation substantiates the accusations, the appropriate corrective action will be taken. This may include, but is not limited to, reprimand, suspension, or dismissal, depending on the nature and severity of the offense. Additionally, appropriate action will also be taken in

the event the accusations are intentionally false or malicious in intent.

#### **Informal Procedure**

If for any reason an individual does not wish to address their offender directly, or if such action does not successfully end the offensive conduct, the individual should notify their immediate supervisor and/or the Office Manager 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 school's designated representatives, and such discussion is encouraged. An individual reporting harassment, discrimination or retaliation should be aware; however, that CalPac 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.

#### **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, school administrator or the Director of Human Resources. CalPac 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. 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 and discretion 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 CalPac believes appropriate under the circumstances. If a party to a complaint does not agree with the school's resolution, that party may appeal to the CalPac School Director or Director of Human Resources. False and malicious complaints of harassment, discrimination or retaliation as opposed to complaints which, even if erroneous are made in good faith, may be the subject of appropriate disciplinary action.

#### Retaliation

Retaliation against an individual for reporting harassment or discrimination or for participating in the investigation into 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.

#### Conclusion

This policy was developed to ensure that all employees can work in an environment free from harassment, discrimination and retaliation. CalPac 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 may speak with their supervisor, the School Director, or the Director of Human Resources. 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 CalPac 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.

#### Cyberbullying

CalPac expects its students to use all electronic communication methods in a responsible, ethical, and legal manner in order to ensure that offensive, harassing, or other communication jeopardizing the integrity of CalPac has not been made available to other students. By accepting the invitation to Instant Message (IM) with others, students are agreeing that they will use IM properly for school-related purposes only, will communicate with faculty and students appropriately, and will not take part in cyberbullying or any other forms of harassment.

While communicating via email or in Live Sessions, students are agreeing that they will use the email or chatting properly for school, will communicate with faculty and students appropriately, and will not take part in cyberbullying or any other form of harassment.

Harassment and cyberbullying of or by students or teachers will not be tolerated in any environment. Harassment is defined as unwanted conduct based on protected class (e.g., race, color, national origin, religion, gender, age, disability, or sexual orientation). Cyberbullying, otherwise known as electronic bullying, is defined as the use of electronic communications to bully others (via email, chat rooms, instant messaging, cell phones, threaded discussions, websites, or through other forms of electronic communication). "Unwanted conduct" includes but is not limited to: threats, insults, verbal abuse, racial slurs, or any other hostile communications designed to cause harm to others.

"Offensive content" includes, but is not limited to: sexual comments or images, racial

slurs, gender-specific comments, or any comments that would offend someone on the basis of age, race, sex, color, religion, national origin, handicap, disability, or veteran status. Harassment and cyberbullying are actions that interfere with school success and/or create a hostile environment and will not be permitted. The use of offensive content motivated by unwanted conduct will hereafter be referred to as "abusive communication."

#### Steps for Students to Follow

Students who believe that they are victims of cyberbullying or harassment should follow the steps below:

- 1. Do not respond to the person engaging in the alleged harassment or cyberbullying.
- Document specific instances of alleged cyberbullying or harassment (i.e., keep a record of abusive correspondences and save the documents or communications).
- If the abusive communication is from another student and occurs as part of coursework (i.e., as part of any class activity such as a threaded discussion, Live Session, or group assignment), report the situation to the teacher and send the teacher the documentation.
- 4. If the abusive communication is from another student and occurs in any other school setting (i.e., not as part of a specific class), report the situation to the Guidance Counselor and send the Guidance Counselor the documentation.
- 5. If the abusive communication is from a staff member, report the situation to the School Director.
- 6. If the abusive communication is from a school administrator, report the situation to the Guidance Counselor who will report it to the Chief Executive Officer.

#### Administrative Action Plan

When a student reports an incident of cyberbullying or harassment to a teacher:

- 1. The teacher will collect and review documentation if the abusive communication occurs as part of coursework.
- 2. The teacher will discuss the incident with the accused student and decide if the incident warrants a loss of points in the course and/or referral to a school administrator. This will depend on the severity of the incident and if this is a first time or repeat offense. Records of the actions taken will be appended to the student's electronic file.
- 3. The teacher will warn the student about possible expulsion for repeated offenses.
- 4. The teacher will arrange a parent conference to discuss the matter.
- 5. If the student is referred to a school administrator, the student may be a candidate for expulsion.
- 6. The teacher will warn the student about possible expulsion for repeated offenses.
- 7. The teacher will arrange a parent conference to discuss the matter.

When a student reports an incident of cyberbullying or harassment to a Guidance Counselor:

- 1. The Guidance Counselor will collect and receive documentation if the abusive communication occurs in any other school setting (i.e., not as part of a specific class).
- 2. The Guidance Counselor will discuss the incident with the accused student and decide if the incident warrants referral to the School Director. This will depend on the severity of the incident and if this is a first time or repeat offense. Records of the actions taken will be appended to the student's electronic file.

When a student reports an incident of cyberbullying or harassment by a staff member to the School Director or Chief Executive Officer that person will discuss the incident with the accused and will take necessary actions to address the complaint.

#### **Disciplinary Action**

Students engaging in harassment or cyberbullying:

- may lose points for coursework.
- will have a parent conference scheduled to discuss the matter.
- will receive a warning about possible expulsion for a repeated offense.
- will be candidates for expulsion dependent on the severity or frequency of the offense.

#### Staff Member Responsibilities Regarding Harassment or cyberbullying:

- Teachers and/or Guidance Counselors collect and review documentation and discuss the incident(s) with the student.
- Teachers and/or Guidance Counselors record the documentation in the student's electronic file.
- Teachers and/or Guidance Counselors arrange a parent conference to discuss the matter.
- Teachers and/or Guidance Counselors warn the student about possible expulsion. School Director initiates administrative expulsions as described above.

#### **Hate Crime Reporting Procedures**

Hate crimes occur when a perpetrator targets a victim because of their membership in a certain social group, usually defined by racial group, religion, sexual orientation, disability, ethnicity, nationality, age, gender, gender identity, or political affiliation. Hate crimes can take many forms. Incidents may involve physical assault, damage to property, bullying, harassment, verbal abuse or insults, or offensive graffiti or letters. Reporting procedures:

1. Any student who believes that they are a victim of hate-motivated behavior shall immediately contact the School Director or designee. If the student believes that

the situation has not been remedied by the School Director or designee, they may file a complaint in accordance with the school's complaint procedures.

- Staff who are informed of hate-motivated behavior or personally observe such behavior shall notify the School Director or designee. The School Director or designee shall notify law enforcement if it is determined that a hate-motivated crime occurred.
- The School Director or designee shall ensure that staff receive appropriate training to recognize hate-motivated behavior and methods of handling such behavior in appropriate ways.

## **SECTION 8: SCHOOLWIDE DRESS CODE**

The purpose of the CalPac dress code is to advocate a successful, respectful, and safe learning environment for all students and staff. Dress may not interfere with or distract from learning and must be appropriate for the school activity. Inappropriate dress will be reported to a school administrator. If the school administrator finds the clothing is in violation of the dress code, individuals may be asked to change clothes when possible or be prohibited from participating in a school-sponsored activity.

#### **Examples of Inappropriate Dress**

- Clothing, jewelry, book covers, backpacks or binders that contain sexual connotations, mentions tobacco, alcohol, drugs, profanity, obscenity, weapons, violence, or gangs
- Clothing that is revealing, strapless, see-through, low-cut, or exposes the midriff
- Clothing that is not the appropriate length to meet the tips of the fingers when arms are down at the side with fingers extended
- Pants and shorts must fit at the waist without sagging to reveal undergarments
- Shoes must be worn at all times
- Clothing which may be intimidating to others such as metal studs, spikes, gang affiliation/attire, or puts the wearer in danger

School administration retains the sole discretion to make the final determination whether clothing, jewelry and accessories, and/or appearance meet acceptable standards.

### **SECTION 9: SAFE INGRESS AND EGRESS**

CalPac is an independent study program. By nature, students do not come to a campus, and the school is only in custody of students in the event of optional scheduled events, or annual state test proctoring. In the event that students will be in the direct care of the school, personnel will provide all relevant ingress and egress information specific to the location as applicable in order to ensure the safety of pupils, parents, and school employees in route to and from school events or activities.

## **SECTION 10: SAFE AND ORDERLY ENVIRONMENT**

It is the priority of CalPac to provide students, families, and staff a safe environment free from harm, so they can pursue and support the education goals of the students.

#### Nondiscrimination and Fair Treatment of Pupils

CalPac is non-sectarian in its programs, admissions policies, employment practices, and all other operations. CalPac does not charge tuition and does not discriminate on the basis of race, ethnicity, national origin, gender, or disability as required by Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Education 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990.

#### **Online Safety and Mental Health**

In an effort to keep all students safe online, CalPac installs Go Guardian software on each school computer. Go Guardian flags school personnel in areas of threats, violence, and mental health concerns including self-harm and suicidal ideation. In situations where a teacher or Go Guardian finds that there is a concern or a student is at risk in the area of mental health, a response protocol is initiated with the school's mental health crisis team. The crisis team includes school counselors, school psychologists, program coordinators, and school administration. Contact is made with the student and family, and when appropriate, a risk assessment is conducted, resources provided, reentry meeting held, or safety plan established.

#### Acceptable Use Policy

Internet access is required for students taking CalPac courses. Internet access offers valuable, diverse, and unique resources to both students and teachers. Access must be used in a responsible, safe, efficient, ethical, and legal manner.

With access to computers and people from around the world also comes the availability of material that may not be considered to be of educational value in the context of the school setting. Families should be warned that some material available on the Internet may contain items that are potentially illegal, defamatory, inaccurate, and/or offensive. On a global network, it is impossible to control all materials, and an industrious user may discover controversial information either by accident or deliberately.

CalPac does not warrant, and specifically disclaims all warranties of any kind, expressed or implied, including but not limited to, the implied warranty of merchantability, fitness for a particular purpose or non-infringement, relating to the use of, and/or materials obtained, via the Internet. The disclaimer includes direct, incidental, consequential, indirect, or punitive damages arising from internet use. In other words, CalPac does not authorize and does reject all claims accessed via the Internet.

Notwithstanding, CalPac firmly believes that the benefits to students from access to the Internet, in order to achieve the student's goals and objectives, far outweigh the possibility that users may procure material that is inconsistent with CalPac's educational goals.

Access to the Internet is a privilege, not a right. That access confers responsibility. The smooth operation of the school network depends on proper adherence of students and faculty to strict guidelines. These guidelines are provided here so that students are aware of the responsibilities they have when accessing the internet.

#### **Punishable Infractions:**

**Do not** use obscene, profane, lewd, vulgar, rude, threatening, or disrespectful language, and do not use a computer in a way that lacks consideration and respect. These actions not only violate the school's policy but may violate the laws of California or the United States (see Harassment and cyberbullying section).

**Do not** cut, copy, or plagiarize internet content, and always properly acknowledge the source of materials in accordance with the CalPac academic integrity policy (see Academic Integrity section).

**Do not** create or distribute harmful computer viruses, and never transmit or publish any information, software, or content that is or that you suspect will be harmful. These actions not only violate the school's policy but may violate the laws of California or the United States.

**Do not** hack into others' systems; do not send spam or unwanted/unsolicited email (see Harassment and cyberbullying section).

#### Netiquette:

**Do not** violate the terms and conditions of websites.

**Do not** violate any intellectual property rights of others, including, for example, the copyrights and trademarks of others. Never transmit or publish any information, software, or content that violates or infringes on the rights of others.

**Always** report any security problems or vulnerabilities in the schools' computers, network, or internet connection to a system administrator

**Do not** violate the privacy of others, and never view files that were not intended for your use.

**Do not** give out personal information – including full names (use only first names), home phone numbers, home addresses, email addresses, or other data – anywhere on the Internet.

**Always** write down any error message that appears when working with any application and report it to a system administrator.

**Do not** use email to transmit private information such as credit card numbers or Social Security numbers. Email messages can easily be intercepted and viewed.

**Do not** reply to email messages from strangers asking for personal information, attempting to arrange meetings or engage in personal contact. Always report any message you receive that is inappropriate or that makes you uncomfortable to your instructor or to another school employee.

**Always** protect passwords – do not share passwords or use another person's password.

**Do not** partake in any form of harassment or inappropriate behavior via use of the Internet, Live Sessions, IM, or email system.

Users are subject to all local, state, and federal laws and agree to abide by all such laws. School administrators will cooperate fully with local, state, or federal officials in any investigation related to any illegal activities conducted through internet access. In the event there is a claim that a student has violated this policy, the student will be provided with notice of the suspected violation and have an opportunity to present an explanation, unless law enforcement officials direct us otherwise. Any violations may result in removal from CalPac course(s) or expulsion from the school, as well as other disciplinary or legal action.

Students are encouraged to read the information at the following link concerning other internet responsibilities: www.albion.com/netiquett/corerules.html

#### Substance Abuse

The abuse of controlled substances (e.g., alcohol, illicit drugs) has no place in the school learning environment. Students are expected to refrain from behaviors that may negatively impact their academic performance. Teachers who believe students have engaged in such behaviors will contact a school administrator. The school administrator will investigate the situation and if warranted, will report this to the student's parent/guardian(s). The school administrator may refer students to counseling, and if warranted, to law enforcement.

#### Hazard Assessments

On a monthly basis the school will conduct an assessment of any hazards and complete the Hazard Assessment Checklist. Checklists will be kept on file in Human Resources.

## **APPENDIX A: SUICIDE PREVENTION**

The publications of many organizations and governmental agencies contain advice for people who are engaged with suicidal people. That advice is summarized below.

#### Do's

**Listen** to what the person is saying and take her/his suicidal threat seriously. Many times a person may be looking for just that assurance.

**Observe** the person's nonverbal behavior. In children and adolescents, facial expressions, body language, and other concrete signs often are more telling than what the person says.

**Ask** whether the person is really thinking about suicide. If the answer is "YES," ask how she/he plans to do it and what steps have already been taken. This will convince the person of your attention and let you know how serious the threat is.

**Get Help** by contacting an appropriate Crisis Response Team member. Never attempt to handle a potential suicide by yourself.

**Stay** with the person. Take the person to a CRT member and stay with that person for a while. The person has placed trust in you, so you must help transfer that trust to the other person.

#### Don'ts

**Don't** leave the person alone for even a minute.

**Don't** act shocked or be sworn to secrecy.

**Don't** underestimate or brush aside a suicide threat ("You won't really do it; you're not the type"), or to shock or challenge the person ("Go ahead. Do it"). The person may already feel rejected and unnoticed, and you should not add to the burden.

**Don't** let the person convince you that the crisis is over. The most dangerous time is precisely when the person seems to be feeling better. Sometimes, after a suicide method has been selected, the person may appear happy and relaxed. You should, therefore, stay involved until you get help.

**Don't** take too much upon yourself. Your responsibility to the person in a crisis is limited to listening, being supportive, and getting her/him to a trained professional. Under no circumstances should you attempt to counsel the person.

## APPENDIX B: EDUCATIONAL ACTIVITY PERMISSION SLIP AND WAIVER

#### Field Trip Permission Slip and Waiver

For use by a parent of a student participating in a group or parent guided educational activity.

Field Trip:	Location:
Activity Date:	Teacher:

Student #		Student Name	Grade	
Student #		Student Name	Grade	
Student #		Student Name	Grade	
Student #		Student Name	Grade	
Parent/Guardia	n Name			

Address		City		Zip	
Home Phone	Cell Phone		Work Phone		
Email					

PLEASE INITIAL #1 OR #2 BELOW TO INDICATE DESIRED ACTION IN THE EVENT OF ACCIDENT OR EMERGENCY.

[ ] 1. In the event of an accident or emergency, when a parent/guardian is unavailable, I hereby authorize a representative of the school to make such arrangements as they consider necessary for my child to receive medical/hospital care, including necessary transportation. Under such circumstances, I further authorize the physician named below to undertake such care and treatment of my child as necessary. In the event that said physician is not available at any time, I authorize such care and treatment to be performed by a licensed physician or surgeon. THE UNDERSIGNED PARENT/GUARDIAN FULLY UNDERSTANDS THEIR RESPONSIBILITY TO PAY ALL COSTS INCURRED AS A RESULT OF THE FOREGOING. If your child is injured at a group educational activity, contact the school.

[ ] 2. I do not choose the above statement and desire the following action to be taken:

Physician Name:	
Physician Phone Number:	
Medical Insurance carrier:	

ALLERGIES:

Please list any allergies your child has.		

WAIVER: "California law provides as follows: "All persons making the field trip or excursion shall be deemed to have waived all claims against the district, a charter school, or the State of California for injury, accident, illness, or death occurring during or by reason of the field trip or excursion. All adults taking out-of-state field trips or excursions and all parents or guardians of pupils taking out-of-state field trips or excursions shall sign a statement waiving all claims". [Ed. Code Sec. 35330]

California Pacific Charter Schools (Hereinafter referred "The Charter School") to as I/We, intend to participate in the above-described educational activity. I acknowledge that my participation in this activity is not required by "The Charter School", or any teacher or employee of "The Charter School and is voluntary. I understand that in determining that participation in this Activity has educational value, "The Charter School" has not investigated or approved its safety, the qualifications or financial responsibility of any person or firm involved in the Activity, or the facilities or equipment to be used. In addition, the charter school has not provided or approved transportation to or from this Activity. All participants are expected to secure their own transportation to and from the Activity. In consideration for being permitted to participate in this Activity I may be entitled to education credit. I hereby waive, release and discharge "The Charter School" from any and all claims for damages or personal injury, death, or property damage which I may have, or which may hereafter occur as a result of my participation in the Activity. It is understood that the Activity may involve an element of risk and danger of accidents and knowing those risks, I hereby assume those risks. It is further agreed that this waiver, release and assumption of risk is to be binding on my heirs and assigns.

#### PLEASE INITIAL #1 OR #2 BELOW REGARDING MEDIA CONSENT

[ ] 1. I consent for photos and/or videos of my child taken on this field trip to be used by California Pacific Charter Schools in their social media pages, website, and marketing sources.

[ ] 2.I DO NOT consent for photos and/or videos of my child taken on this field trip to be shared by California Pacific Charter Schools in their social media pages, website, and marketing sources.

### I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER, AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS RELEASE OF LIABILITY IS A CONTRACT BETWEEN MYSELF AND THE CHARTER SCHOOL.

My signature below authorizes my student to participate in this group education activity. By signing below I represent that I have the authority to sign this form on behalf of any minor(s) listed above.

Parent/Guardian Name (PRINT)	Parent/Guardian Signature	
Relationship to Minor(s)	Date:	

## APPENDIX C: SUSPECTED CHILD ABUSE REPORT FORM SS8572

https://oag.ca.gov/sites/all/files/agweb/pdfs/childabuse/ss\_8572.pdf

(	STATE OF CALIFORNIA DEPARTMENT OF JUSTICE Page 1 of 2									
×			SUSPECTER (Pursuant to						Print Form Cle	ar Form
		Completed by Mandated Child	d Abuse Reporte	rs		CA	SE NAM	E:		
PLE	ASE	PRINT OR TYPE				CA	SE NUM	BER:		
0N		NAME OF MANDATED REPORTER		TITLE			MAN	DATED	REPORTER CATEGOR	RY
A. REPORTING	REPORTER'S BUSINESS/AGENCY NAME AND ADDRESS street City Zp DID MA					REPO NO	RTER WITNESS THE I	NCIDENT?		
A.A	REPORTER'S TELEPHONE (DAYTIME) SIGNATURE TODAY'S DATE									
F	N	LAW ENFORCEMENT COUNTY WELFARE / CPS (Child Prote	NTY PROBATION	AGENCY						
REPORT	NOTIFICATION	ADDRESS Street		City		Zip		DATE/	TIME OF PHONE CALL	
¢,	NOT	OFFICIAL CONTACTED - NAME AND TIT	LE					TELEP	HONE	
		NAME (LAST, FIRST, MIDDLE)			BIRTHDATE OR	APPROX. AGE	SEX	ETH	INICITY	¥
		ADDRESS Street		City		Zip	-	п	ELEPHONE	
	victim	PRESENT LOCATION OF VICTIM		SCHOOL			CLAS	s		GRADE
VICTIM	One report per victim	PHYSICALLY DISABLED? DEVELOPME YES NO YES	NTALLY DISABLED? O	THER DISABILIT	Y (SPECIFY)		P	RIMARY	/ LANGUAGE SPOKEN	IN HOME
Ů	One rep	IN FOSTER CARE? IF VICTIM WAS IN O YES DAY CARE NO FAMILY FRIEN	CHILD CARE CARE AT CHILD CARE CENT GROUP HOME		TER FAMILY HOM	ME	PHYS	ICAL	(CHECK ONE OR MOR MENTAL NEGLECT CIFY)	ξΕ):
		RELATIONSHIP TO SUSPECT		PHO	YES NO			NCIDEN	T RESULT IN THIS VIO	TIM'S JNK
	VICTIMS	NAME 1.	BIRTHDATE SEX	ETHNICITY	NAME 3.			BIRT	HDATE SEX E	THNICITY
	VICT	2.			4.					
	2	NAME (LAST, FIRST. MIDDLE)			BIRTHDATE OR	APPROX. AGE	SEX	ETH	NICITY	¥
E	RDIAN	ADDRESS Street	City	Zip		HOME PHON	E	-	BUSINESS PHONE	
INVOLVED PARTIES	VICTIM'S PARENTS/GUARDIANS	NAME (LAST, FIRST. MIDDLE)			BIRTHDATE OR	APPROX. AGE	SEX	ETH	INICITY	
	VLIENT	ADDRESS Street	City	Zip		HOME PHON	_		BUSINESS PHONE	T
N.	P	ADDRESS SPEE	City	24					BUSINESS PHONE	
d		SUSPECT'S NAME (LAST, FIRST. MIDDL	E)		BIRTHDATE OR	APPROX. AGE	SEX	ETH	INICITY	¥
	SUSPECT	ADDRESS Street	City	Zip			1	-	TELEPHONE	
OTHER RELEVANT INFORMATION									1	
		IF NECESSARY, ATTACH EXTRA SHEET	(S) OR OTHER FORM(S	) AND CHECK T	HIS BOX 🗌 🛛 I	F MULTIPLE VI	CTIMS, IN	DICATE	NUMBER:	
F	N	DATE/TIME OF INCIDENT	PLACE OF INCIDENT							
NARRATIVE DESCRIPTION (What victim(s) said/what the mandated reporter observed/what person accompanying the victim(s) said/what the mandated reporter observed/what person accompanying the victim(s) said/what the mandated reporter observed/what person accompanying the victim(s) said/what the mandated reporter observed/what person accompanying the victim(s) said/what the mandated reporter observed/what person accompanying the victim(s) said/what the mandated reporter observed/what person accompanying the victim(s) said/what the mandated reporter observed/what person accompanying the victim(s) said/what the mandated reporter observed/what person accompanying the victim(s) said/what the mandated reporter observed/what person accompanying the victim(s) said/what the mandated reporter observed/what person accompanying the victim(s) said/what the mandated reporter observed/what person accompanying the victim(s) said/what the mandated reporter observed/what person accompanying the victim(s) said/what the mandated reporter observed/what person accompanying the victim(s) said/what the mandated reporter observed/what person accompanying the victim(s) said/what the mandated reporter observed/what person accompanying the victim(s) said/what the mandated reporter observed/what person accompanying the victim(s) said/what the mandated reporter observed/what person accompanying the victim(s) said/what the mandated reporter observed/what person accompanying the victim(s) said/what the mandated reporter observed/what person accompanying the victim(s) said/what person accompanying the victim(s) said/what the mandated reporter observed/what person accompanying the victim(s) said/what pe					said/sim	ilar or past incident's inv	volving the			
		submit a copy of this form to the Depar use or Severe Neglect Indexing Form B								

## **APPENDIX D: HAZARDS ASSESSMENT CHECKLIST**

#### HAZARD ASSESSMENT CHECKLIST

## **Office Safety**

Inspection Checklist Instructions: This checklist addresses responsibilities and possible safety hazards which may be present in an administrative work location. This form is to be completed by employees who have been trained to perform safety inspections. To complete the checklist, employee interviews and some records review will occur. Upon completion, the form is provided to all managers and supervisors at the work location and one copy is provided to the safety coordinator. For any items checked "Unsatisfactory", an explanation must be provided on an attached sheet. Feel free to edit this form to suit your workplace. Inspection Location

Agency	Organization		
Address			
Housekeeping		Unsatisfactory	N/A
<ol> <li>Floor and aisles are free of litter and spilled liquids (water, pens, paper, etc.)</li> </ol>	D	Ø	$\bigcirc$
<ol> <li>Aisles are free of cords, boxes, chairs and other tripping hazards</li> </ol>	D	D	Q
<ol><li>Desks or file drawers are closed when not in use and only one drawer is used at a time</li></ol>			$\Box$
Ergonomics	Satisfactory	Unsatisfactory	N/A
<ol> <li>All office equipment is being used correctly</li> </ol>	$\Box$	$\Box$	$\bigcirc$
<ol><li>Employees are properly positioned at their desk and maintain good neutral posture</li></ol>	D	$\Box$	$\Box$
<ol> <li>Employees are using their workstation efficiently and avoiding stretching or reaching for objects placed far away</li> </ol>		$\Box$	$\bigcirc$
Electrical	Satisfactory	Unsatisfactory	N/A
1. Electrical devices have manager approval	<u>0</u>	2	D
<ol><li>All extension cords are in good condition and are not frayed</li></ol>	$\bigcirc$	$\bigcirc$	$\bigcirc$
<ol> <li>Extension cords are not being used as permanent wiring</li> </ol>	$\bigcirc$	$\Box$	$\bigcirc$
Evacuation/Fire	Satisfactory	Unsatisfactory	N/A
1. All aisles are at least 36 inches wide	<u> </u>	9	2
2. Doors are labeled as exits			
		2	g
<ol><li>Exit signs are installed and lit from an internal or external source</li></ol>			
-			
internal or external source 4. Doors are not locked to prevent exit from			
<ul> <li>internal or external source</li> <li>4. Doors are not locked to prevent exit from the building</li> <li>5. Fire doors are not propped open</li> <li>6. An evacuation plan is posted</li> </ul>			
<ul> <li>internal or external source</li> <li>4. Doors are not locked to prevent exit from the building</li> <li>5. Fire doors are not propped open</li> <li>6. An evacuation plan is posted</li> <li>7. Fire extinguishers and pull stations are in the locations noted on the evacuation plan</li> </ul>			
<ul> <li>internal or external source</li> <li>4. Doors are not locked to prevent exit from the building</li> <li>5. Fire doors are not propped open</li> <li>6. An evacuation plan is posted</li> <li>7. Fire extinguishers and pull stations are in</li> </ul>			

Other Inspection Items	Satisfactory	Unsatisfactory	N/A
<ol> <li>All areas are well lit and lights are</li> </ol>	0	0	D D
functioning properly 2. Office equipment is kept at least 18 inches			
from electrical cabinets	$\Box$		$\Box$
3. There are no observable drips or water	0		
damage			
<ol> <li>Flooring is in good condition and the carpets are not ripped and tiles are not</li> </ol>			
broken or uneven			
5. Employees are refraining from unsafe			
behaviors (standing on chairs, etc.) 6. Warning signs are posted near hazards			
(wet floors, repair work, etc.)			
Comments:			
Inspection Completed by:		Date	

## **APPENDIX E: SCHOOL OFFICE EVACUATION MAP**



940 SOUTH COAST DRIVE SUITE #185 1,942 RSF



## **APPENDIX F: EARTHQUAKE DROP PROCEDURES**



## HOW TO STAY SAFE WHEN AN EARTHQUAKE THREATENS



Secure items such as televisions and objects that hang on walls. Store heavy and breakable objects on low shelves.

#### Practice Drop, Cover, and Hold On

with family and coworkers. Drop to your hands and knees. Cover your head and neck with your arms. Crawl only as far as needed to reach cover from falling materials. Hold on to any sturdy furniture until the shaking stops.

#### Create a family emergency communication plan that has an

out-of-state contact. Plan where to meet if you get separated.

Make a supply kit that includes enough food and water for at least three days, a flashlight, a fire extinguisher, and a whistle. Consider each person's specific needs, including medication. Do not forget the needs of pets. Have extra batteries and charging devices for phones and other critical equipment.

#### **Consider earthquake insurance**

**policies.** Standard homeowner's insurance does not cover earthquake damage.

Consider a retrofit of your building if it has structural issues that make it vulnerable to collapse during an earthquake.



Drop, Cover, and Hold On like you practiced. Drop to your hands and knees. Cover your head and neck with your arms. Hold on to any sturdy furniture until the shaking stops. Crawl only if you can reach better cover without going through

If in bed, stay there and cover your head and neck with a pillow.

an area with more debris.

If inside, stay there until the shaking stops. DO NOT run outside.

If in a vehicle, stop in a clear area that is away from buildings, trees, overpasses, underpasses, or utility wires.

**If you are in a high-rise building,** expect fire alarms and sprinklers to go off. Do not use elevators.

**If near slopes, cliffs, or mountains**, be alert for falling rocks and landslides.



**Expect aftershocks** to follow the largest shock of an earthquake sequence.

#### Check yourself for injury.

If in a damaged building, go outside and quickly move away from the building.

Do not enter damaged buildings.

If you are trapped, send a text or bang on a pipe or wall. Cover your mouth for protection and instead of shouting, use a whistle.

If you are in an area that may experience tsunamis, go inland or to higher ground immediately after the shaking stops.

Save phone calls for emergencies.

Wear sturdy shoes and work gloves.

#### Take an Active Role in Your Safety

Go to **Ready.gov** and search for **earthquake**. Download the **FEMA app** to get more information about preparing for an **earthquake**.

## **APPENDIX G: BOMB THREAT**

Department of Homeland Security

https://www.cisa.gov/what-to-do-bomb-threat

Bomb Threat Guidance

https://www.cisa.gov/sites/default/files/publications/dhs-doj-bomb-threat-guidance-brochure-201 6-508.pdf

Bomb Threat Checklist https://www.cisa.gov/what-to-do-bomb-threat

#### BOMB THREAT PROCEDURES

This quick reference checklist is designed to help employees and decision makers of commercial facilities, schools, etc. respond to a bomb threat in an orderly and controlled manner with the first responders and other stakeholders.

Most bomb threats are received by phone. Bomb threats are serious until proven otherwise. Act quickly, but remain calm and obtain information with the checklist on the reverse of this card.

- If a bomb threat is received by phone:
- Remain calm. Keep the caller on the line for as long as possible. DO NOT HANG UP, even if the caller does.
- 2. Listen carefully. Be polite and show interest.
- 3. Try to keep the caller talking to learn more information.
- If possible, write a note to a colleague to call the authorities or, as soon as the caller hangs up, immediately notify them yourself.
- If your phone has a display, copy the number and/or letters on the window display.
   Operating the Depth Thread Objective display with the dependence of the second sec
- Complete the Bomb Threat Checklist immediately. Write down as much detail as you can remember. Try to get exact words.
- Immediately upon termination of call, DO NOT HANG UP, but from a different phone, contact authorities immediately with information and await instructions.
- If a bomb threat is received by handwritten note:
- Call
- Handle note as minimally as possible.
- If a bomb threat is received by e-mail:
- Call
- Do not delete the message.

Signs of a suspicious package:

- No return address
   Poorly handwritten
- Excessive postage
   Misspelled words
- Stains
   Incorrect titles
- Strange odor
   Foreign postage
- Strange sounds
   Restrictive notes
- Unexpected delivery
- \* Refer to your local bomb threat emergency response plan for evacuation criteria

#### DO NOT:

- Use two-way radios or cellular phone. Radio signals have the potential to detonate a bomb.
- Touch or move a suspicious package.

#### WHO TO CONTACT (Select One)

- 911
- Follow your local guidelines

For more information about this form contact the Office for Bombing Prevention at: OBP@cisa.dhs.gov



#### BOMB THREAT CHECKLIST

TIME:

DATE:

TIME CALLER HUNG UP: PHONE NUMBER WHERE CALL RECEIVED:

#### Ask Caller:

- Where is the bomb located? (building, floor, room, etc.)
- When will it go off?
- What does it look like?
- What kind of bomb is it?
- What will make it explode?
- Did you place the bomb? Yes No
- Why?
- What is your name?

#### Exact Words of Threat:

#### Information About Caller:

- Where is the caller located? (background/level of noise)
- 1
- Estimated age:
- . Is voice familiar? If so, who does it sound like?
- Other points:

Caller's Voice	Background Sounds	Threat Language
Female	Animal noises	Incoherent
Male	House noises	Message read
Accent	Kitchen noises	Taped message
Angry	Street noises	Irrational
Calm	Booth	Profane
Clearing throat	PA system	Well-spoken
Coughing	Conversation	
Cracking Voice	Music	
Crying	Motor	
Deep	Clear	
Deep breathing	Static	
Disguised	Office machinery	
Distinct	Factory machinery	
Excited	Local	
Laughter	Long distance	
🗆 Lisp		
Loud	Other Information:	
Nasal		
Normal		
Ragged		
Rapid		
Raspy		
Slow		
Slurred		
□ Soft		
Stutter		

V2

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# APPENDIX H: FIRE SAFETY TIPS, CHECKLISTS, AND PLAN

#### **American Red Cross**

1. Children and Home Fires Fact Sheet

https://www.redcross.org/content/dam/redcross/atg/PDF\_s/Preparedness\_\_\_Disaster\_Recovery /Disaster\_Preparedness/Home\_Fire/FireChildrenFactSheet.pdf

#### 2. Home Fire Preparedness Checklist

https://www.redcross.org/content/dam/redcross/get-help/pdfs/home-fire/EN\_Home-Fire-Safety-Checklist.pdf

#### 3. Home Fire Preparedness Tips

https://www.redcross.org/get-help/how-to-prepare-for-emergencies/types-of-emergencies/fire/ho me-fire-preparedness.html

#### 4. Fire Safety Fact Sheet

https://www.redcross.org/content/dam/redcross/atg/PDF\_s/Preparedness\_\_\_Disaster\_Recovery /General\_Preparedness\_\_\_Recovery/Home/FireSafetyFactSheet.pdf

#### 5. Home Fire Escape Plan

https://www.redcross.org/content/dam/redcross/get-help/fire-safety/Home-Fire-Escape-Plan-Eng lish-Spanish.pdf



## COMPREHENSIVE SCHOOL SAFETY PLAN February 21, 2023

940 South Coast Drive, Suite #185, Costa Mesa, CA 92626 Main Office Line: (855) 225-7227 <u>http://www.cal-pacs.org/</u>

ADMINISTRATION

Christine Feher, Superintendent

### **BOARD OF DIRECTORS**

Kelly Wylie, President Dr. Shirley Peterson, Vice President Tanya Rogers, Clerk Jason McFaul, Member Bill Howard, Member
## EVALUATION OF PROGRESS AND REVISION OF COMPREHENSIVE SAFETY PLAN

The Comprehensive School Safety Plan (CSSP) was established to ensure the health and safety of pupils and staff, in compliance with California SB 719 and AB 115. The CSSP shall be reviewed by the school site council or designated safety planning committee and adopted by March 1 of each year to ensure proper implementation. California Pacific Charter School's (CalPac or School) CSSP is in compliance with Education Code Sections 32282(2)(a), 44237, and 47605(F)(i)-(ii). An updated file of all safety-related plans and materials is readily available for inspection by the public and is kept in the school's administration office.

The CSSP contains the following elements:

- Assessment of school crime committed on school campuses and at school-related functions
- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- Schoolwide dress code
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment

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## **SECTION 1: SCHOOL SAFETY ASSESSMENT**

#### **Comprehensive School Safety Plan Purpose**

The School is responsible to prepare for emergencies and create a safe, secure learning environment for students and staff. The purpose of the CSSP is to provide specific guidelines and procedures:

- For all school personnel to use in responding to emergency situations and to ensure that school personnel will be prepared to respond to any disaster or emergency in an orderly and effective manner.
- For developing supplementary plans.
- For emergency response training for all employees and students.
- To establish the equipment and supplies required prior to a disaster as applicable.

#### Suspension and Expulsion Rates

CalPac has a 0% suspension and expulsion rate. Due to the online, independent study nature of the school, very few disciplinary situations arise. Most issues can be handled with a warning and/or a phone call to the parent/legal guardian. CalPac adopts a restorative justice approach to student behavior. If and when a student behavior incident needs to be addressed, the school holds empathy interviews, conducts a root cause analysis and involves the school counselor, school psychologist, or school social worker to provide social emotional support. In the event that a student is suspended or expelled, the procedures outlined in the student handbook will be followed.

#### **Crime Statistics**

CalPac students reside anywhere within the following counties: Sonoma, Marin, Lake, Solano, Contra Costa, Napa, Mendocino, Kern, Los Angeles, Orange, Imperial, San Bernardino, Ventura, Riverside and San Diego. Crime statistics vary greatly in this vast area of coverage. Because no students attend school in person (outside of scheduled events and state testing), crime statistics are not available.

#### **Discipline Statistics**

Causes for student discipline on behalf of CalPac are primarily the result of plagiarism, online classroom conduct, and occasionally, cyberbullying. The student handbook outlines the guidelines for these infractions as well as the consequences.

## **SECTION 2: EMPLOYEE CRIMINAL CHECK**

All candidates for employment will complete a criminal background check through the California Department of Justice as part of the onboarding process. No person with a violent or serious felony conviction outlined in Education Code Sections 44830.1, 45122.1, 45123, and 45124 will be employed by CalPac. Additionally, employment with CalPac will be subject to ongoing criminal history checks through subsequent arrest notifications provided by the Department of Justice (Education Code Section 45125(2)(j)).

## **SECTION 3: CHILD ABUSE REPORTING**

#### Definitions

- 1. "Child Abuse" includes the following:
- a) A physical injury inflicted by other than accidental means on a child by another person.
- b) Sexual abuse of a child.
- c) Willful cruelty or unjustifiable punishment of a child, or willfully inflicting unjustifiable physical pain or mental suffering, or failure to safeguard a child from these injuries when the child is under a person's care or custody.
- d) Unlawful corporal punishment or injury resulting in a traumatic condition.
- e) Neglect of a child or abuse in out-of-home care.

- 2. "Mandated Reporters" are those people defined by law as "child care custodians," "health practitioners," "child visitation monitors," and "employees of a child protective agency." Mandated reporters include virtually all school employees. The following school personnel are required to report: Teachers, administrators, supervisors of child welfare and attendance, certificated pupil personnel employees, school psychologists, licensed nurses, counselors, and those instructional aides or other classified employees trained in child abuse reporting.
- "Child Protective Agencies" are those law enforcement and child protective services responsible for investigating child abuse reports, including the local police or sheriff department, county welfare or juvenile probation.

#### **Duty to Report**

In conformance with the requirements of the Penal Code, any school employee who has knowledge of or observes a child in their professional capacity or within the scope of their employment whom they know or reasonably suspects has been a victim of child abuse shall report the known or suspected instance of child abuse to the local law enforcement and/or child protective agency immediately or as soon as practically possible by telephone, and shall prepare and send a written report thereof within 36 hours of receiving the information concerning the incident. The reporting duties are individual and cannot be delegated to another individual except under circumstances set forth in Penal Code 11166.

For the purposes of this reporting procedure and the Penal Code, "reasonable suspicion" means that it is objectively reasonable for a person to entertain such a suspicion, based upon facts that could cause a reasonable person in a like situation, drawing when appropriate on their training and experience, to suspect child abuse.

Employees reporting child abuse to a child protective agency are encouraged, but not required, to notify the School Director or designee as soon as possible after the initial verbal report by telephone. When so notified, the School Director shall inform the Chief Executive Officer or designee. Administrators so notified shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with law and school regulations. At the mandated reporter's request, the School Director may assist in the completion and filing of these forms. If the mandated reporter does not disclose their identity to a school administrator, they shall at least provide or mail a copy of the written report to the school without their signature or name.

#### Legal Responsibility and Liability

Mandated reporters have absolute immunity and their identity will be kept confidential by the School. School employees required to report are not civilly or criminally liable for filing a required or authorized report of known or suspected child abuse. If a mandated reporter fails to report an instance of child abuse, which they know to exist or reasonably should know to exist, then they are guilty of a misdemeanor punishable by confinement in jail for up to six months, a fine of up to \$1,000, or both. The mandated reporter may also be held civilly liable for damages resulting from any injury to the child after a failure to report.

When two or more persons who are required to report have joint knowledge of a suspected instance of child abuse, and when they so agree, the telephone report may be made by either of them, and a single report made and signed by that person. However, if any person who knows or should know that the designated person failed to make the report, that person then has a duty to do so.

Within 36 hours of suspicion of child abuse, a written report must be sent, faxed or submitted electronically. The written report should be completed on form SS 8572, "Suspected Child Abuse Report," which can be downloaded at <a href="http://ag.ca.gov/childabuse/pdf/ss\_8572.pdf">http://ag.ca.gov/childabuse/pdf/ss\_8572.pdf</a> (Appendix C).

#### **Contact Information**

1. Los Angeles County Department of Children and Family Services (DCFS) at (800)

540-4000 (24 hours per day-7 days per week).

2. Los Angeles County Sheriff's Department (Palmdale Station) Non-Emergency (661) 272-2400.

3. San Diego County Department of Children and Family Services (DCFS) at (858) 616-5990 (24 hours per day-7 days per week).

https://www.sandiegocounty.gov/content/sdc/hhsa/facilities/north\_central/north\_central\_ region\_administration\_balboa.html

4. San Diego County Sheriff's Department, 9621 Ridgehaven Court, San Diego, CA 92123 Non-Emergency (858) 974-2110

https://www.sdsheriff.net/records\_contact.html

5. County of Sonoma Department of Human Services, child Protection Hotline (707) 565-4304 or (800) 870-7064

https://sonomacounty.ca.gov/health-and-human-services/human-services/divisions-and-services/family-youth-and-children/prevent-and-report-child-abuse

6. Sonoma County Sheriff's Department, 2796 Ventura Avenue, Santa Rosa, CA 95403, (707) 565-2511 <u>https://www.sonomasheriff.org/</u>

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#### Child Abuse Training Requirement

All school employees must annually complete the mandated reporter training requirement as determined by the school administration. The training must be completed no later than October 15th every year. Newly hired employees are required to complete the training course within six (6) weeks of employment. Proof of completion of the training will be kept on file by Human Resources.

## **SECTION 4: DISASTER PROCEDURES**

CalPac is an independent study program. By nature, students do not come to a campus, and the school is only in custody of students in the event of optional scheduled events or annual state test proctoring. In the event that students are in direct care of

the school during any disaster (including earthquakes, fire, natural disaster, harmful threat, etc.), school personnel will follow the safety protocol and procedures of the rented or visiting facility. Special consideration will be taken for students with disabilities in all cases.

In addition, when applicable school employees will be provided training on the following incidents:

- Active Shooter/Armed Intruder/Lockdown
- Bomb threat (See Appendix G)
- Chemical Spills
- Earthquake (See Appendix F)
- Fire and Explosion Hazards

If any of the above situations occurs during a CalPac field trip event or on location (rented space) for state testing, all staff will take action to ensure student safety in accordance with the venue's established policies and procedures.

#### Site Specific Disaster Plan

The Executive Director or their designee will maintain the School Disaster Plan in compliance with Education Code and board policy. The staff of the school will be familiar with the emergency response procedures of the school and the partnering agencies as applicable. All staff members will be trained in emergency response and to provide students with the instruction and practice they need in order to respond appropriately during emergencies and disasters.

The School Director will activate the School's Disaster Plan in a major disaster or when an emergency exists or threatens to exist that may impact the safety and well-being of students, employees and surrounding community. When the School Disaster Plan is activated, or a disaster plan is implemented at a site where school staff, students, or stakeholders are present, all staff will follow an Incident Command System (ICS). ICS is an organizational structure used by all emergency responders in the State of California when responding to an incident, which ensures centralized direction and coordination. Under ICS, one person (the Incident Commander) is in charge of the emergency at the school site. The Incident Commander has full authority to command and direct resources. The School Director is typically the Incident Commander and will coordinate response and services with the CEO and the administration of the partnering agencies as appropriate.

Depending on the nature and scope of the emergency, the School Director may appoint Section Chiefs to oversee the four other functions: Planning, Operations, Logistics and Finance and Administration. If the situation warrants, the School Director can perform any or all five functions. The CEO will provide support to the School Director and may act as the Incident Commander in their absence.

#### Incident/School Commander

The Management/Command Section is responsible for overall policy, direction and coordination of the emergency response effort during the incident. This Command Section is also responsible for interacting with responding agencies.

Responsibilities:

- 1. Assess emergency or threat and impact to students, staff, school property and surrounding community.
- 2. Activate School Disaster Plan and Incident Command System.
- 3. Establish an Incident Command Post.
- 4. Develop and communicate a plan of action.
- 5. Provide school with site specific status reports.
- 6. Authorize any release of public information.
- 7. Release teachers as appropriate.
- 8. Declare end of emergency-initiate recovery if appropriate.

9. Remain in charge of the campus until redirected/released by superintendent of schools, or relieved by fire or law enforcement incident commander.

#### **Operations Section**

The Operations Section is responsible for coordinating all operations in support of the emergency response and for implementing action plans. This section includes response teams that work toward reduction of the immediate hazard, mitigating damage, and establishing control and restoration of normal operations.

Responsibilities:

- 1. Coordinate Staff Buddy Assignments
- 2. Coordinate Student Messengers
- 3. Coordinate Search and Rescue
- 4. Coordinate Campus Check and Security
- 5. Coordinate Medical Aid
- 6. Coordinate Student Care
- 7. Coordinate Student Release
- 8. Coordinate Mental Health Counseling
- 9. Make sure teams have enough supplies
- 10. Reassign staff as needed
- 11. Schedule breaks and back-ups for staff
- 12. Coordinate mental health response activities

#### Planning/Intelligence Section

The Planning and Intelligence Section is responsible for collecting, evaluating, and disseminating information; maintaining documentation; and evaluating incoming information to determine the potential situation in the future.

Responsibilities:

1. Collect all information pertinent to incident (internal and external)

- 2. Analyze information for potential impacts or changes
- 3. Prepare and update status reports
- 4. Manage and update status board

#### **Logistics Section**

The Logistics Section is responsible for providing all types of support for the emergency response operation. This section orders all resources from off-site locations and provides facilities, services, personnel, equipment, transportation, and materials.

Responsibilities:

- 1. Open disaster container
- 2. Distribute supplies, kits, etc.
- 3. Set-up various staging area (s) for sanitation, feeding, etc.
- 4. Sign-in volunteers and assign to various sections needing assistance
- 5. Determine whether additional equipment, supplies, or personnel is needed
- 6. Make arrangements for transport of supplies and lodging of personnel

#### **Finance and Administration Section**

The Finance and Administration Section is responsible for accounting and financial activities such as establishing contracts with vendors, keeping pay records, and accounting for expenditures. This section is also responsible for all other administrative requirements and acts as the clearinghouse for documentation during the recovery phase.

Responsibilities:

- 1. Document all supplies redirected to emergency
- 2. Document all personnel time redirected to emergency (number of hours with description of activities performed)
- 3. Check with Section Chiefs to determine whether additional supplies, etc. will need to be purchased.

- 4. Purchase needed items.
- 5. Document all activities.

#### Each School Disaster Plan includes the following:

- 1. An evacuation route map for the administrative office (See Appendix E).
- 2. Student and employee accounting system and forms
- 3. Student check-out procedure.

As the school operates an independent study program, staff will adhere to the emergency plan of the facility or location when attending a field trip or conducting state testing.

#### Preparedness

Emergency preparedness at schools starts with school staff emergency preparedness at home. To ensure school staff are able to adequately respond to an emergency, disaster, or event, the following personal preparedness measures should be taken:

- 1. Create a 72-hour emergency supply kit for the home.
- 2. Create an emergency car/office kit.
- 3. Develop a plan to reunite with family members.
- 4. Pack emergency supplies in the trunk of a personal vehicle including:
  - Warm clothing
  - Non-perishable food and water.
  - Needed medication and first aid supplies.
  - Personal hygiene supplies.
  - Never let a personal vehicle become too low on fuel.

#### **Disaster Service Workers**

Section 3100 of the California Government Code states that public employees are disaster service workers who are subject to the disaster service activities assigned to

them by their superiors or by law. The term *public employees* includes all personnel employed by State of California agencies, California county and city agencies, and public districts. CalPac employees are designated as disaster service workers. Section 3100 of the California Government Code applies to public school employees for cases in which:

- 1. A local emergency has been proclaimed.
- 2. A State of Emergency has been proclaimed.
- 3. A Federal disaster declaration has been made.

#### **Emergency Response Roles and Actions**

If any of the following situations occurs during a CalPac event or on location (rented space) for state testing, all staff will take action to ensure student safety.

- Active Shooter/Armed intruder
- Bomb Threat
- Chemical Accident
- Earthquake
- Explosion
- Fire
- Flood
- Windstorm
- Lockdown

#### Response

Response is the process of implementing appropriate actions while an emergency situation is unfolding. In this phase, schools mobilize resources needed to address the emergency at hand. In any emergency situation, get help right away. Alert someone immediately—a school administrator, school nurse, the 911 Dispatcher, local fire department or police department, as appropriate.

#### School Responsibilities

If a disaster were to strike during school hours or at a school event, the primary responsibility is to ensure the safety and security of students and staff. School staff can expect student flight and panic to some degree, however most students will look to staff for their safety and proper actions in a disaster. School personnel will remain with students until:

1. It is considered safe by the School Director;

2. A trusted adult identified on the student's record in the CalPac student information system arrives to pick up the student.

#### The School Director will:

- 1. Ensure that all personnel are familiar with the School Safety Plan and procedures.
- Provide information to a trusted adult annually about the guidelines and procedures of the School Safety Plan as well as the trusted adults' responsibilities under the plan.
- 3. Work in coordination with the teachers, staff, and representatives from rented locations in the event of a disaster or emergency.
- 4. Coordinate the implementation of the School Disaster Plan in an actual event.
- 5. Designate a person who will assist in a disaster situation in their absence.
- 6. Inform trusted adults of the procedures for checking out students after a disaster.
- Coordinate all emergency response efforts remotely, working with the teachers at the scene, trusted adults of students participating in the school event or at state testing, and with representatives on location.

#### The Administrative Assistant will:

- 1. Assist the School Director with notification of parents/guardians.
- 2. Manage incoming calls, questions, and concerns to the main office.

3. Remain on duty until dismissed by the School Director.

#### The Teacher will:

- 1. Become familiar with the School Safety Plan.
- 2. Provide annual instruction to students in the drills and procedures.
- 3. Maintain a current roll sheet for each testing location; check roll during each disaster; report any missing students to the School Director or designee.
- 4. Carry out other duties assigned by the School Director or designee.
- 5. Supervise and remain with their students unless they are assigned to other specific duties.
- Keep the student attendance sheet in their possession during drills and alerts. The attendance sheet will include information about special needs students or those with special medical issues.
- 7. Remain on site and carry out their assignments until officially dismissed by the School Director or administrative designee.

#### Procedure:

The supervising teacher on location will have emergency contact information on their person at all times. The lead proctor on site at state testing locations will have contact information of trusted adults identified in the Student Information System on site. Teachers will follow the direction of officials, location personnel, and authorities to follow evacuation or lock down procedures of the facility. All staff will participate in annual training relative to active shooter response.

It is the responsibility of the teacher to keep students calm and follow the instructions as given on site. As soon as possible, teachers should notify the School Director of the situation. The School Director will remain in contact with the teacher, relaying information to the parents/guardians as needed. Teachers will remain on site until all students have been released to the parent/guardian listed on the permission slip or in

the Student Information System.

#### **Trusted Adult Responsibilities**

The trusted adults of students identified in the Student Information System will be provided with a Student Permission Slip for each field trip. In case of a declared emergency, students will be released only to persons designated on this slip. Trusted adults are responsible for ensuring that information on the form is current at all times. Trusted adults are asked to share in the School's responsibility of informing students what they should do in case of an emergency, disaster, or other dangerous event. Trusted adults need to give specific directions to each student to follow the school policy and directions of school personnel. It is critical that students do not receive directions that are contrary to the School's stated policy on retention at school and authorized release in case of a real or perceived emergency.

#### Earthquakes

In accordance with Education Code Section 32282 (II)-(IV), a drop procedure flyer has been made available in Appendix F of this document for distribution to staff and students annually.

#### **Fire Drills**

As an online school, fire safety reminders and checklists are provided to students and staff to support safety in the home as recommended by the Fire and Emergency Medical Services Department. (See Appendix H.)

## **SECTION 5: SUSPENSION/EXPULSION**

The school reserves the right to suspend or expel students pursuant to the policy and procedures established by the governing board and pursuant to federal and state law. Frequent interaction among students, and between students and faculty, will occur

mostly online via one-to-one and collaborative communication tools, or weekly Homeroom meetings. These participants may also interact from time to time during scheduled school events and proctored testing events. The school has disciplinary procedures pertaining to a student's academic, interpersonal, and internet conduct. Discipline follows a process of Positive Behavior Interventions to each subsequent violation, with proper notifications at each step.

Interpersonal communication and conduct, in whatever form or arena it occurs, will be subject to CalPac's policies that establish:

- expectations for civil and courteous student behavior.
- a process for investigating violations or alleged violations of the same.
- any lawful penalties or interventions to be imposed as a result.

Penalties are increased for each subsequent offense until the student becomes a candidate for expulsion.

#### **Grounds for Suspension or Expulsion**

For CalPac students, the applicable suspension and expulsion policy and procedure is set forth in the terms of the charter between the School and the authorizing school district. Copies of the charter petition will be supplied upon request. In addition, CalPac has a board approved Expulsion Plan that documents the school's role to assist the students' continued successful access to education.

As to students with special education needs, discipline will be taken, where appropriate, in conformance with applicable law.

For students who seek admission at CalPac, the decision to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Administrative Panel (which shall consist of at least three members who are certificated and neither a teacher of the pupil or a Board member of CalPac's Board of Directors). This decision will follow a meeting with the School Director or designee and the pupil and trusted adult or representative to determine whether the pupil has successfully completed a rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The School Director or designee shall make a recommendation to the Administrative Panel following the meeting regarding their determination.

# SECTION 6: PROCEDURES TO NOTIFY TEACHERS OF DANGEROUS PUPILS

#### Education Code Section 49079

(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.

(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.

(d) For the 1994-95 school years, the information provided shall be from the previous

two school years. For the 1996-97 school years and each school year thereafter, the information provided shall be from the previous three school years.

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

#### **Notification of Suspension History**

Each September and February, all teachers will be provided with a list via email of enrolled students who have one or more suspensions of a serious or violent nature. This list includes student suspensions for the current year plus the previous three years. The following procedure is used in notifying teachers of the suspension history:

- 1. Suspension lists are emailed and hand-delivered to each teacher using a routing sheet. All teachers sign the routing slip indicating their review of the data.
- The hard copies will have a cover sheet marked "confidential" and teachers will be reminded via email and on the routing sheet about the confidential nature of the data.
- 3. All routing sheets and suspension reports are to be returned after 5 days and filed in the school office.

#### **Notification of Current Suspensions**

To notify teachers of suspensions as they occur during the school year, the following process is used:

- Teachers will be sent an email advising them of the nature of the serious act and the dates of the suspension as well as any other pertinent information regarding the suspension.
- 2. Teachers will be reminded in the email about the confidential nature of the data

## Procedures for Notifying Law Enforcement Regarding Narcotic and Assault Suspensions/Expulsions

Education Code Section 48902

(a) The principal of a school or the principal's designee shall, prior to the suspension or expulsion of any pupil, notify the appropriate law enforcement authorities of the county or city in which the school is situated, of any acts of the pupil that may violate Section 245 of the Penal Code (assault).

(b) The principal of a school or the principal's designee shall, within one school day after suspension or expulsion of any pupil, notify, by telephone or any other appropriate method chosen by the school, the appropriate law enforcement authorities of the county or the school district in which the school is situated of any acts of the pupils that may violate subdivision (c) or (d) of Section 48900.

(c) Notwithstanding subdivision (b), the principal of a school or the principal's designee shall notify the appropriate law enforcement authorities of the county or city in which the school is located of any acts of a pupil that may involve the possession or sale of narcotics or of a controlled substance or a violation of Section 626.9 or 626.10 of the Penal Code. The principal of a school or the principal's designee shall report any act specified in paragraph (1) or (5) of subdivision (c) of Section 48915 committed by a pupil or non-pupil on a school site to the city police or county sheriff with jurisdiction over the school and the school security department or the school police department, as applicable.

(d) A principal, the principal's designee, or any other person reporting a known or suspected act described in subdivision (a) or (b) is not civilly or criminally liable as a result of making any report authorized by this article unless it can be proven that a false report was made and that the person knew the report was false or the report was made with reckless disregard for the truth or falsity of the report.

(e) The willful failure to make any report required by this section is an infraction punishable by a fine to be paid by the principal or principal's designee who is responsible for the failure of not more than five hundred dollars (\$500).

(f) The principal of a school or the principal's designee reporting a criminal act committed by a school age individual with exceptional needs, as defined in Section 56026, shall ensure that copies of the special education and disciplinary records of the pupil are transmitted, as described in paragraph (9) of subsection (k) of Section 1415 of Title 20 of the United States Code, for consideration by the appropriate authorities to whom they report the criminal act. Any copies of the pupil's special education and disciplinary records may be transmitted only to the extent permissible under the federal Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Sec. 1232g et seq.).

#### **Transfers/Mandatory Alternative Placement**

When students are administratively transferred from one school to another for disciplinary reasons, teachers (to whom the student is assigned) at the new school will be notified by the school administration and will be provided with written information regarding the reason(s) for the student's transfer as well as a copy of the student's behavior contract (if applicable). Copies of this written notice are maintained in the school office.

#### **Student Convictions**

When the school receives information from the juvenile court system that a student has been convicted of a serious or violent crime requiring teacher notification, the School Director will provide written notice to the teacher using the procedures outlined in "Current Suspensions." Copies of this notice will be maintained in the school office.

## **SECTION 7: DISCRIMINATION AND HARASSMENT**

#### Unlawful Harassment Policy

It is the policy of CalPac to ensure equal employment opportunity without discrimination

or harassment on the basis of race, color, religion, sex, sexual orientation, age, disability, marital status, citizenship or any other characteristic protected by law. CalPac prohibits any such discrimination or harassment. It is CalPac's mission to provide a professional work and learning environment free of harassment, that maintains equality, dignity, and respect for all. It is a violation of this policy for any student, teacher, administrator or other employee of CalPac to harass a student, teacher, administrator, or other employee through conduct or communication. This policy applies to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to CalPac (e.g., an outside vendor, consultant or customer). Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

#### What is Harassment?

Harassment can take many forms. As used in the CSSP, the term "harassment" includes:

- 1. Offensive remarks, comments, jokes, or slurs pertaining to an individual's race, religion, sex, age, national origin or ancestry, disability, citizenship, veteran status, or any other protected status defined by law.
- 2. Offensive sexual remarks, sexual advances, flirtations, or requests for sexual favors, regardless of the gender of the individuals involved.
- 3. Offensive physical conduct, including touching, regardless of the gender of the individuals involved, including threats of harm, violence or assault.
- 4. Offensive pictures, drawings, photographs, or other communications, including email.
- 5. Threatening reprisals of an employee's refusal to respond to requests for sexual favors or for reporting a violation of this policy.
- 6. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, regardless of gender, when:

- a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.
- b. Submission to, or rejection of, such conduct by an individual is used as a basis of employment decisions affecting such individuals.
- c. Such conduct has the purpose or effect of substantially interfering with the individual's work performance or creating an intimidating, hostile or offensive working environment.

#### Responsibility

All CalPac students, staff, and administrators have a responsibility for keeping their work and educational environment free of harassment.

#### Reporting

CalPac encourages reporting of all actual or perceived incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. However, CalPac cannot resolve a harassment claim that has not been reported. Employees are responsible for reporting claims to the school, and the school in turn will take any and all necessary steps to address the employee's concerns. Individuals who believe that they have been the victim of such conduct should discuss their concerns with their immediate supervisor, and/or the school administration. In addition, CalPac encourages individuals who believe they are being subjected to such conduct promptly to advise the offender that their behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. CalPac 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 as possible, although it is understood that an investigation will normally require the involvement of third parties.

#### **Investigation/Complaint Procedure**

All complaints of harassment will be promptly investigated. If the investigation

substantiates the accusations, the appropriate corrective action will be taken. This may include, but is not limited to, reprimand, suspension, or dismissal, depending on the nature and severity of the offense. Additionally, appropriate action will also be taken in the event the accusations are intentionally false or malicious in intent.

#### Informal Procedure

If for any reason an individual does not wish to address their offender directly, or if such action does not successfully end the offensive conduct, the individual should notify their immediate supervisor and/or the Office Manager 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 school's designated representatives, and such discussion is encouraged. An individual reporting harassment, discrimination or retaliation should be aware; however, that CalPac 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.

#### **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, school administrator or the Director of Human Resources. CalPac 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. 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 Confidentiality and discretion will be maintained throughout the knowledge. 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 CalPac believes appropriate under the circumstances. If a party to a complaint does not agree with the school's resolution, that party may appeal to the CalPac School Director or Director of Human Resources. False and malicious complaints of harassment, discrimination or retaliation as opposed to complaints which, even if erroneous are made in good faith, may be the subject of appropriate disciplinary action.

#### Retaliation

Retaliation against an individual for reporting harassment or discrimination or for participating in the investigation into 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.

#### Conclusion

This policy was developed to ensure that all employees can work in an environment free from harassment, discrimination and retaliation. CalPac 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 may speak with their supervisor, the School Director, or the Director of Human Resources. 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 CalPac 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.

#### Cyberbullying

CalPac expects its students to use all electronic communication methods in a responsible, ethical, and legal manner in order to ensure that offensive, harassing, or other communication jeopardizing the integrity of CalPac has not been made available to other students. By accepting the invitation to Instant Message (IM) with others, students are agreeing that they will use IM properly for school-related purposes only, will communicate with faculty and students appropriately, and will not take part in cyberbullying or any other forms of harassment.

While communicating via email or in Live Sessions, students are agreeing that they will use the email or chatting properly for school, will communicate with faculty and students appropriately, and will not take part in cyberbullying or any other form of harassment.

Harassment and cyberbullying of or by students or teachers will not be tolerated in any environment. Harassment is defined as unwanted conduct based on protected class (e.g., race, color, national origin, religion, gender, age, disability, or sexual orientation). Cyberbullying, otherwise known as electronic bullying, is defined as the use of electronic communications to bully others (via email, chat rooms, instant messaging, cell phones, threaded discussions, websites, or through other forms of electronic communication). "Unwanted conduct" includes but is not limited to: threats, insults, verbal abuse, racial slurs, or any other hostile communications designed to cause harm to others.

"Offensive content" includes, but is not limited to: sexual comments or images, racial slurs, gender-specific comments, or any comments that would offend someone on the basis of age, race, sex, color, religion, national origin, handicap, disability, or veteran status. Harassment and cyberbullying are actions that interfere with school success and/or create a hostile environment and will not be permitted. The use of offensive content motivated by unwanted conduct will hereafter be referred to as "abusive communication."

#### Steps for Students to Follow

Students who believe that they are victims of cyberbullying or harassment should follow the steps below:

- 1. Do not respond to the person engaging in the alleged harassment or cyberbullying.
- Document specific instances of alleged cyberbullying or harassment (i.e., keep a record of abusive correspondences and save the documents or communications).
- If the abusive communication is from another student and occurs as part of coursework (i.e., as part of any class activity such as a threaded discussion, Live Session, or group assignment), report the situation to the teacher and send the teacher the documentation.
- 4. If the abusive communication is from another student and occurs in any other school setting (i.e., not as part of a specific class), report the situation to the Guidance Counselor and send the Guidance Counselor the documentation.
- 5. If the abusive communication is from a staff member, report the situation to the School Director.
- 6. If the abusive communication is from a school administrator, report the situation to the Guidance Counselor who will report it to the Chief Executive Officer.

#### Administrative Action Plan

When a student reports an incident of cyberbullying or harassment to a teacher:

- 1. The teacher will collect and review documentation if the abusive communication occurs as part of coursework.
- 2. The teacher will discuss the incident with the accused student and decide if the incident warrants a loss of points in the course and/or referral to a school administrator. This will depend on the severity of the incident and if this is a first time or repeat offense. Records of the actions taken will be appended to the student's electronic file.
- 3. The teacher will warn the student about possible expulsion for repeated offenses.
- 4. The teacher will arrange a parent conference to discuss the matter.
- 5. If the student is referred to a school administrator, the student may be a candidate for expulsion.
- 6. The teacher will warn the student about possible expulsion for repeated offenses.
- 7. The teacher will arrange a parent conference to discuss the matter.

When a student reports an incident of cyberbullying or harassment to a Guidance Counselor:

- 1. The Guidance Counselor will collect and receive documentation if the abusive communication occurs in any other school setting (i.e., not as part of a specific class).
- 2. The Guidance Counselor will discuss the incident with the accused student and decide if the incident warrants referral to the School Director. This will depend on the severity of the incident and if this is a first time or repeat offense. Records of the actions taken will be appended to the student's electronic file.

When a student reports an incident of cyberbullying or harassment by a staff member to the School Director or Chief Executive Officer that person will discuss the incident with the accused and will take necessary actions to address the complaint.

#### **Disciplinary Action**

Students engaging in harassment or cyberbullying:

- may lose points for coursework.
- will have a parent conference scheduled to discuss the matter.
- will receive a warning about possible expulsion for a repeated offense.
- will be candidates for expulsion dependent on the severity or frequency of the offense.

#### Staff Member Responsibilities Regarding Harassment or cyberbullying:

- Teachers and/or Guidance Counselors collect and review documentation and discuss the incident(s) with the student.
- Teachers and/or Guidance Counselors record the documentation in the student's electronic file.
- Teachers and/or Guidance Counselors arrange a parent conference to discuss the matter.
- Teachers and/or Guidance Counselors warn the student about possible expulsion. School Director initiates administrative expulsions as described above.

#### **Hate Crime Reporting Procedures**

Hate crimes occur when a perpetrator targets a victim because of their membership in a certain social group, usually defined by racial group, religion, sexual orientation, disability, ethnicity, nationality, age, gender, gender identity, or political affiliation.

Hate crimes can take many forms. Incidents may involve physical assault, damage to property, bullying, harassment, verbal abuse or insults, or offensive graffiti or letters. Reporting procedures:

1. Any student who believes that they are a victim of hate-motivated behavior shall

immediately contact the School Director or designee. If the student believes that the situation has not been remedied by the School Director or designee, they may file a complaint in accordance with the school's complaint procedures.

- Staff who are informed of hate-motivated behavior or personally observe such behavior shall notify the School Director or designee. The School Director or designee shall notify law enforcement if it is determined that a hate-motivated crime occurred.
- The School Director or designee shall ensure that staff receive appropriate training to recognize hate-motivated behavior and methods of handling such behavior in appropriate ways.

## **SECTION 8: SCHOOLWIDE DRESS CODE**

The purpose of the CalPac dress code is to advocate a successful, respectful, and safe learning environment for all students and staff. Dress may not interfere with or distract from learning and must be appropriate for the school activity. Inappropriate dress will be reported to a school administrator. If the school administrator finds the clothing is in violation of the dress code, individuals may be asked to change clothes when possible or be prohibited from participating in a school-sponsored activity.

#### **Examples of Inappropriate Dress**

- Clothing, jewelry, book covers, backpacks or binders that contain sexual connotations, mentions tobacco, alcohol, drugs, profanity, obscenity, weapons, violence, or gangs
- Clothing that is revealing, strapless, see-through, low-cut, or exposes the midriff
- Clothing that is not the appropriate length to meet the tips of the fingers when arms are down at the side with fingers extended
- Pants and shorts must fit at the waist without sagging to reveal undergarments
- Shoes must be worn at all times
- Clothing which may be intimidating to others such as metal studs, spikes, gang

affiliation/attire, or puts the wearer in danger

School administration retains the sole discretion to make the final determination whether clothing, jewelry and accessories, and/or appearance meet acceptable standards.

## **SECTION 9: SAFE INGRESS AND EGRESS**

CalPac is an independent study program. By nature, students do not come to a campus, and the school is only in custody of students in the event of optional scheduled events, or annual state test proctoring. In the event that students will be in the direct care of the school, personnel will provide all relevant ingress and egress information specific to the location as applicable in order to ensure the safety of pupils, parents, and school employees in route to and from school events or activities.

## **SECTION 10: SAFE AND ORDERLY ENVIRONMENT**

It is the priority of CalPac to provide students, families, and staff a safe environment free from harm, so they can pursue and support the education goals of the students.

#### Nondiscrimination and Fair Treatment of Pupils

CalPac is non-sectarian in its programs, admissions policies, employment practices, and all other operations. CalPac does not charge tuition and does not discriminate on the basis of race, ethnicity, national origin, gender, or disability as required by Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Education 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990.

#### Online Safety and Mental Health

In an effort to keep all students safe online, CalPac installs Go Guardian software on each school computer. Go Guardian flags school personnel in areas of threats, violence, and mental health concerns including self-harm and suicidal ideation. In situations where a teacher or Go Guardian finds that there is a concern or a student is at risk in the area of mental health, a response protocol is initiated with the school's mental health crisis team. The crisis team includes school counselors, school psychologists, program coordinators, and school administration. Contact is made with the student and family, and when appropriate, a risk assessment is conducted, resources provided, reentry meeting held, or safety plan established.

#### Acceptable Use Policy

Internet access is required for students taking CalPac courses. Internet access offers valuable, diverse, and unique resources to both students and teachers. Access must be used in a responsible, safe, efficient, ethical, and legal manner.

With access to computers and people from around the world also comes the availability of material that may not be considered to be of educational value in the context of the school setting. Families should be warned that some material available on the Internet may contain items that are potentially illegal, defamatory, inaccurate, and/or offensive. On a global network, it is impossible to control all materials, and an industrious user may discover controversial information either by accident or deliberately.

CalPac does not warrant, and specifically disclaims all warranties of any kind, expressed or implied, including but not limited to, the implied warranty of merchantability, fitness for a particular purpose or non-infringement, relating to the use of, and/or materials obtained, via the Internet. The disclaimer includes direct, incidental, consequential, indirect, or punitive damages arising from internet use. In other words, CalPac does not authorize and does reject all claims accessed via the Internet.

Notwithstanding, CalPac firmly believes that the benefits to students from access to the Internet, in order to achieve the student's goals and objectives, far outweigh the possibility that users may procure material that is inconsistent with CalPac's educational goals.

Access to the Internet is a privilege, not a right. That access confers responsibility. The smooth operation of the school network depends on proper adherence of students and faculty to strict guidelines. These guidelines are provided here so that students are aware of the responsibilities they have when accessing the internet.

#### **Punishable Infractions:**

**Do not** use obscene, profane, lewd, vulgar, rude, threatening, or disrespectful language, and do not use a computer in a way that lacks consideration and respect. These actions not only violate the school's policy but may violate the laws of California or the United States (see Harassment and cyberbullying section).

**Do not** cut, copy, or plagiarize internet content, and always properly acknowledge the source of materials in accordance with the CalPac academic integrity policy (see Academic Integrity section).

**Do not** create or distribute harmful computer viruses, and never transmit or publish any information, software, or content that is or that you suspect will be harmful. These actions not only violate the school's policy but may violate the laws of California or the United States.

**Do not** hack into others' systems; do not send spam or unwanted/unsolicited email (see Harassment and cyberbullying section).

#### Netiquette:

**Do not** violate the terms and conditions of websites.

**Do not** violate any intellectual property rights of others, including, for example, the copyrights and trademarks of others. Never transmit or publish any information, software, or content that violates or infringes on the rights of others.

**Always** report any security problems or vulnerabilities in the schools' computers, network, or internet connection to a system administrator

**Do not** violate the privacy of others, and never view files that were not intended for your use.

**Do not** give out personal information – including full names (use only first names), home phone numbers, home addresses, email addresses, or other data – anywhere on the Internet.

**Always** write down any error message that appears when working with any application and report it to a system administrator.

**Do not** use email to transmit private information such as credit card numbers or Social Security numbers. Email messages can easily be intercepted and viewed.

**Do not** reply to email messages from strangers asking for personal information, attempting to arrange meetings or engage in personal contact. Always report any message you receive that is inappropriate or that makes you uncomfortable to your instructor or to another school employee.

**Always** protect passwords – do not share passwords or use another person's password.

**Do not** partake in any form of harassment or inappropriate behavior via use of the Internet, Live Sessions, IM, or email system.

Users are subject to all local, state, and federal laws and agree to abide by all such laws. School administrators will cooperate fully with local, state, or federal officials in any investigation related to any illegal activities conducted through internet access. In the event there is a claim that a student has violated this policy, the student will be provided with notice of the suspected violation and have an opportunity to present an explanation, unless law enforcement officials direct us otherwise. Any violations may result in removal from CalPac course(s) or expulsion from the school, as well as other disciplinary or legal action.

Students are encouraged to read the information at the following link concerning other internet responsibilities: www.albion.com/netiquett/corerules.html

#### Substance Abuse

The abuse of controlled substances (e.g., alcohol, illicit drugs) has no place in the school learning environment. Students are expected to refrain from behaviors that may negatively impact their academic performance. Teachers who believe students have engaged in such behaviors will contact a school administrator. The school administrator will investigate the situation and if warranted, will report this to the student's parent/guardian(s). The school administrator may refer students to counseling, and if warranted, to law enforcement.

#### **Hazard Assessments**

On a monthly basis the school will conduct an assessment of any hazards and complete the Hazard Assessment Checklist. Checklists will be kept on file in Human Resources.
## **APPENDIX A: SUICIDE PREVENTION**

The publications of many organizations and governmental agencies contain advice for people who are engaged with suicidal people. That advice is summarized below.

## Do's

**Listen** to what the person is saying and take her/his suicidal threat seriously. Many times a person may be looking for just that assurance.

**Observe** the person's nonverbal behavior. In children and adolescents, facial expressions, body language, and other concrete signs often are more telling than what the person says.

**Ask** whether the person is really thinking about suicide. If the answer is "YES," ask how she/he plans to do it and what steps have already been taken. This will convince the person of your attention and let you know how serious the threat is.

**Get Help** by contacting an appropriate Crisis Response Team member. Never attempt to handle a potential suicide by yourself.

**Stay** with the person. Take the person to a CRT member and stay with that person for a while. The person has placed trust in you, so you must help transfer that trust to the other person.

## Don'ts

**Don't** leave the person alone for even a minute.

Don't act shocked or be sworn to secrecy.

**Don't** underestimate or brush aside a suicide threat ("You won't really do it; you're not the type"), or to shock or challenge the person ("Go ahead. Do it"). The person may already feel rejected and unnoticed, and you should not add to the burden.

**Don't** let the person convince you that the crisis is over. The most dangerous time is precisely when the person seems to be feeling better. Sometimes, after a suicide method has been selected, the person may appear happy and relaxed. You should, therefore, stay involved until you get help.

**Don't** take too much upon yourself. Your responsibility to the person in a crisis is limited to listening, being supportive, and getting her/him to a trained professional. Under no circumstances should you attempt to counsel the person.

## APPENDIX B: EDUCATIONAL ACTIVITY PERMISSION SLIP AND WAIVER

For use by a trusted adult of a student participating in a group or parent guided educational activity

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Group Activity:		Activity Location:	
f			
Activity Date:	Leave By:	Return By:_	¶
¶ .			
Teacher/Supervising Cl	harter Employee Name_		¶
			strict to conduct events or excursions for stude
		, , ,	etic or school band activities to and from places
		<b>a</b> , .	cursions may be connected with such courses
	ivities that further the student's	s education and participation is ve	oluntary. ¶
¶	<b>.</b>		
Student #	_Student Name		
Grade	Cost	¶	
Student #	Student Name		
Grade	Cost	<b></b> ¶	
Parent Guardian Name			
Address		City	
	_a	Oity_	
Zip			
Home#	Cell#	Work #	Email
f			
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			THE EVENT OF ACCIDENT ON
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	5 ,	· 5	al care, including necessary transportation.
5	,	· · ·	r care and treatment of my child as they conside
	. ,		e and treatment to be performed by licensed
5	1 2	<b>,</b>	HE/SHE IS RESPONSIBLE TO PAY ALL COST
INCURRED AS A RESULT O			
9			
 If your child is injured at a gro	up educational activity, contac	t the school at	· ¶
ſ			
2. I do not choose the	above statement and desire th	ne following action to be taken:	
			¶

WAIVER: "California law provides as follows: "All persons making the field trip or excursion shall be deemed to have waived all claims against the district, a charter school, or the State of California for injury, accident, illness, or death occurring during or by reason of the field trip or excursion. All adults taking out-of-state events or excursions and all parents or guardians of pupils taking out-of-state events or excursions shall sign a statement waiving all claims". (Ed. Code Sec. 35330) ¶

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## California Pacific Charter Schools/ CalPac Charter Schools (Hereinafter referred to as "The Charter School") I/We, intend to participate in the above-described-

educational activity. I acknowledge that my participation in this activity is not required by "The Charter School", or any teacher or employee of "The Charter School and is voluntary. I understand that in determining that participation in this Activity has educational value, "The Charter School" has not investigated or approved its safety, the qualifications or financial responsibility of any person or firm involved in the Activity, or the facilities or equipment to be used. In addition, the charter school has not provided or approved transportation to or from this Activity. All participants are expected to secure their own transportation to and from the Activity. In consideration for being permitted to participate in this Activity I may be entitled to education credit. I hereby waive, release and discharge "The Charter School" from any and all claims for

damages or personal injury, death, or property damage which I may have, or which may hereafter occur as a result of my participation in the Activity. It is understood that the Activity may involve an element of risk and danger of accidents and knowing those risks. I hereby assume those risks. It is further agreed that this waiver, release and assumption of risk is to be binding on my heirs and assigns. If I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER, AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS RELEASE OF LIABILITY IS A CONTRACT BETWEEN MYSELF AND THE CHARTER SCHOOL I My signature below authorizes my student to participate in this group education activity. By signing below I represent that I have the-
authority to sign this form on behalf of any minor(s) listed above.
Parent/Guardian Name (PRINTED)
Parent/Guardian Signature
Relationship to Minor
I give permission for my child/children to have any photos taken on this school scheduled event to be used on the school's website or social media pages. Yes No I         I Return Form By:
Amount Enclosed \$ (CHECK ONLY) -
ff

## Field Trip Permission Slip and Waiver

For use by a parent of a student participating in a group or parent guided educational activity.

Field Trip:	Location:
Activity Date:	Teacher:

Student #	Student Name	Grade
Student #	Student Name	Grade
Student #	Student Name	Grade
Student #	Student Name	Grade
Parent/Guardian Name		

Address			City		Zip	
Home Phone		Cell Phone		Work Phone		
Email						

PLEASE INITIAL #1 OR #2 BELOW TO INDICATE DESIRED ACTION IN THE EVENT OF ACCIDENT OR EMERGENCY.

[ ] 1. In the event of an accident or emergency, when a parent/guardian is unavailable, I hereby authorize a representative of the school to make such arrangements as they consider necessary for my child to receive medical/hospital care, including necessary transportation. Under such circumstances, I further authorize the physician named below to undertake such care and treatment of my child as necessary. In the event that said physician is not available at any time, I authorize such care and

treatment to be performed by a licensed physician or surgeon. THE UNDERSIGNED PARENT/GUARDIAN FULLY UNDERSTANDS THEIR RESPONSIBILITY TO PAY ALL COSTS INCURRED AS A RESULT OF THE FOREGOING. If your child is injured at a group educational activity, contact the school.

[ ] 2. I do not choose the above statement and desire the following action to be taken:

Physician Name:	
Physician Phone Number:	
Medical Insurance carrier:	

#### ALLERGIES:

Please list any allergies your child has.

WAIVER: "California law provides as follows: "All persons making the field trip or excursion shall be deemed to have waived all claims against the district, a charter school, or the State of California for injury, accident, illness, or death occurring during or by reason of the field trip or excursion. All adults taking out-of-state field trips or excursions and all parents or guardians of pupils taking out-of-state field trips or excursions shall sign a statement waiving all claims". (Ed. Code Sec. 35330)

California Pacific Charter Schools (Hereinafter referred to as "The Charter School") I/We. intend to participate in the above-described educational activity. I acknowledge that my participation in this activity is not required by "The Charter School", or any teacher or employee of "The Charter School and is voluntary. I understand that in determining that participation in this Activity has educational value, "The Charter School" has not investigated or approved its safety, the qualifications or financial responsibility of any person or firm involved in the Activity, or the facilities or equipment to be used. In addition, the charter school has not provided or approved transportation to or from this Activity. All participants are expected to secure their own transportation to and from the Activity. In consideration for being permitted to participate in this Activity I may be entitled to education credit. I hereby waive, release and discharge "The Charter School" from any and all claims for damages or personal injury, death, or property damage which I may have, or which may hereafter occur as a result of my participation in the Activity. It is understood that the Activity may involve an element of risk and danger of accidents and knowing those risks, I hereby assume those risks. It is further agreed that this waiver, release and assumption of risk is to be binding on my heirs and assigns.

#### PLEASE INITIAL #1 OR #2 BELOW REGARDING MEDIA CONSENT

[ ] 1. I consent for photos and/or videos of my child taken on this field trip to be used by California Pacific Charter Schools in their social media pages, website, and marketing sources.

[ ] 2.I DO NOT consent for photos and/or videos of my child taken on this field trip to be shared by California Pacific Charter Schools in their social media pages, website, and marketing sources.

## I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER, AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS RELEASE OF LIABILITY IS A CONTRACT BETWEEN MYSELF AND THE CHARTER SCHOOL.

My signature below authorizes my student to participate in this group education activity. By signing below I represent that I have the authority to sign this form on behalf of any minor(s) listed above.

Parent/Guardian Name (PRINT)	Parent/Guardian Signature	
Relationship to Minor(s)	Date:	

## APPENDIX C: SUSPECTED CHILD ABUSE REPORT; FORM SS8572

https://oag.ca.gov/sites/all/files/agweb/pdfs/childabuse/ss\_8572.pdf

To Be Completed by Mandated Child Abuse Reporters

Pursuant to Penal Code Section 11166

	Print¶	SUSPECTED C	HILD ABUSE	REPORT¶	Reset Fo
	PLEASE PRINT OR TYPE			CASE NUMBER:	
		TITLE T	МА	NDATED REPORTER CATEGORY	
	REPORTER'S BUSINESS/AGENCY NAME AND ADD	RESS Street			
REPORT PARTY	REPORTER'S TELEPHONE (DAYTIME)	SIGNATURE		DAY'S DATE	
	LAW ENFORCEMENT     COUNTY PROBAT     COUNTY WELFARE / CPS (Child Protective Servi		I		
X	ADDRESS Street	City		Zip	DATE/TIME OF PHONE CALL
B. REPONT NOTIFICATION	OFFICIAL CONTACTED TITLETELEPHONE				
	NAME (LAST, FIRST, MIDDLE)		BIRTHDATE-OR	APPROX.AGE	SEX T
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		CHILD CARE-CENTER CIFOSTER FAI	_ '		
	RELATIONSHIP TO SUSPECT			DID THE INCIDENT VICTIM'S DEATH?	

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VICTIM'S	X	24			
1/	NAME (LAST, FIRST, MIDDLE)		BIRTHDATE OR APPROX.AGE	SEX	ETHNICITY
D. INVOLVED PARTIES VIDAUS PARENTS/GLIARDIANS	ADDRESS C	PHON e-(	BUSINESS PHONE ( )¶	f	
	NAME (LAST, FIRST, MIDDLE)	<del>}¶</del>	BIRTHDATE OR APPROX. AGE	SEX	
D. II SUSPECT	ADDRESS Street C	ty ZipHome PHON <del>E (</del>	BUSINESS PHONE ()	f f	
SU	SUSPECT'S NAME (LAST, FIRST, MIDDLE)	/	BIRTHDATE OR APPROX. AGE	56×¶†	ETHNICITY
	ADDRESS Street	City			
	OTHER RELEVANT INFORMATION				
	IF NECESSARY, ATTACH EXTRA SHEET(S) OR OTHER FOR				
		NGIDENT			
	NARRATIVE DESCRIPTION (What victim(s) said/what the manda	ed reporter observed/what person accompar	ying the victim(s) said/similar or past incident	ts involving the victim(s) or suspect)	
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NT IN					
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E. INCIDENT INFORMXTION					
II					

## 55 8572 (Rev. 12/02) DEFINITIONS AND INSTRUCTIONS ON REVERSE

DO-NOT submit a copy of this form to the Department of Justice (DOJ). The investigating agency is required under Penal Code Section 11169 to submit to DOJ a Child Abuse Investigation Report Form SS 8583 if (1) an active investigation was conducted and (2) the incident was determined not to be unfounded.

WHITE COPY-Police or Sheriff's Department; BLUE COPY-County Welfare or Probation Department; GREEN COPY-District Attorney's Office; YELLOW

COPY-Reporting Party

	Sener Contraction		SUSPECTED (Pursuant to	Penal Co		1166)		Print Form	Clear Form
		Completed by Mandated Chi E PRINT OR TYPE	Id Abuse Reporter	'S					
ø	,	NAME OF MANDATED REPORTER		TITLE			MANE	DATED REPORTER CA	TEGORY
REPORTING	PARTY	REPORTER'S BUSINESS/AGENCY NA	ME AND ADDRESS Street	1 OI	y Zip			REPORTER WITNESS	THE INCIDENT
A.R		REPORTER'S TELEPHONE (DAYTIME)	SIGNATURE				т	DDAY'S DATE	
RT	NOL	LAW ENFORCEMENT CO COUNTY WELFARE / CPS (Child Pr	UNTY PROBATION otective Services)	AGENCY					
REPORT	VOTIFICATION	ADDRESS Street		City		Zip		DATE/TIME OF PHONE	CALL
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	-	ADDRESS Street		City		Zip		TELEPHONE	
_	victin	PRESENT LOCATION OF VICTIM		SCHOOL			CLASS	3	GRADE
VICTIM		PHYSICALLY DISABLED? DEVELOPM	IENTALLY DISABLED? OT	THER DISABILI	TY (SPECIFY)		PR	RIMARY LANGUAGE SP	OKEN IN HOME
c	One rep	IN FOSTER CARE? IF VICTIM WAS IN YES DAY CARE NO FAMILY FRIE	OUT-OF-HOME CARE AT CHILD CARE CENT ND GROUP HOME	ER FOS	ENT, CHECK TYP STER FAMILY HON ON RELATIV	E	PHYSI SEXU/		
		RELATIONSHIP TO SUSPECT		PH	TOS TAKEN? DID THE INCIDENT RESULT IN THIS YES NO DEATH? YES NO			HIS VICTIM'S	
	VICTIMS	NAME 1.	BIRTHDATE SEX	ETHNICITY	NAME 3.			BIRTHDATE SE	K ETHNICITY
		2 NAME (LAST, FIRST. MIDDLE)			4. BIRTHDATE OR	APPROX. AGE	SEX	ETHNICITY	
3	DIANS	ADDRESS Street	City	Zip		HOME PHONE		BUSINESS PH	ONE
	VICTIM'S PARENTS/GUARDIANS	NAME (LAST, FIRST. MIDDLE)			BIRTHDATE OR	APPROX. AGE	SEX	ETHNICITY	
	AREN	ADDRESS Street	City	Zip		HOME PHONE		BUSINESS PH	ONE
		SUSPECT'S NAME (LAST, FIRST. MID	DLE)		BIRTHDATE OR	APPROX. AGE	SEX	ETHNICITY	
	SUSPECT	ADDRESS Street	City	Zip			-	TELEPHONE	
OTHER RELEVANT INFORMATION									
_		IF NECESSARY, ATTACH EXTRA SHEE	ET(S) OR OTHER FORM(S)	AND CHECK T	HIS BOX	MULTIPLE VICT	rims, ind	DICATE NUMBER:	
Ę	N	DATE/TIME OF INCIDENT	TE/TIME OF INCIDENT PLACE OF INCIDENT						
NARRATIVE DESCRIPTION (What victim(s) said/what the mandated reporter observed/what person accompanying the victim(s) said/similar or past incident victim(s) or suspect)						nt's involving the			

## **APPENDIX D: HAZARDS ASSESSMENT CHECKLIST**

## HAZARD ASSESSMENT CHECKLIST

The following checklist can be used to identify and evaluate hazards in your workplace. This checklist covers a wide variety of workplace safety and health hazards. All of the topics covered in this checklist may not apply to your particular workplace. When evaluating your workplace use the sections of the checklist that apply to your workplace and work activities.

## **GENERAL WORK ENVIRONMENT ¶**

-Are all worksites clean and orderly? ¶

-Are work surfaces kept dry or appropriate means taken to assure the surfaces are slip-resistant?

-Are all spilled materials or liquids cleaned up immediately?

Is combustible scrap, debris and waste stored safely and removed from the worksite promptly? Is accumulated combustible dust routinely removed from elevated surfaces, including the overheadstructure of buildings?

----Is metallic or conductive dust prevented from entering or accumulation on or around electricalenclosures or equipment?

-Are covered metal waste cans used for oily and paint-soaked waste?

Are all oil and gas fired devices equipped with flame failure controls that will prevent flow of fuel if pilots or main burners are not working?

-Are paint spray booths, dip tanks and the like cleaned regularly?

-Are the minimum number of toilets and washing facilities provided?

-Are all toilets and washing facilities clean and sanitary?

—Are all work areas adequately illuminated? ¶

-Are pits and floor openings covered or otherwise guarded? ¶

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### WALKWAYS ¶

-Are aisles and passageways kept clear? ¶

-Are aisles and walkways marked as appropriate? ¶

-Are wet surfaces covered with non-slip materials?

-Are holes in the floor, sidewalk or other walking surface repaired properly, covered or otherwise made safe?

-Are spilled materials cleaned up immediately? ¶

Are materials or equipment stored in such a way that sharp projectiles will not interfere with the walkway? ¶

-Are changes of direction or elevations readily identifiable?

-Are aisles or walkways that pass near moving or operating machinery, welding operations or similar operations arranged so employees will not be subjected to potential hazards?

- Is adequate headroom provided for the entire length of any aisle or walkway?

-Are standard guardrails provided wherever aisle or walkway surfaces are elevated more than 30-inches above any adjacent floor or the ground?

-Are bridges provided over conveyors and similar hazards?

¶

### FLOOR AND WALL STAIRWAYS

Are floor openings guarded by a cover, guardrail, or equivalent on all sides (except at entrance to stairways or ladders)?

—Are toeboards installed around the edges of a permanent floor opening (where persons may passbelow the opening)? ¶ Are skylight screens of such construction and mounting that they will withstand a load of at least 200-pounds?

-Are grates or similar type covers over floor openings such as floor drains, of such design that foot traffic or rolling equipment will not be affected by the grate spacing?

Are unused portions of service pits and pits not actually in use either covered or protected by guardrails or equivalent?

Are manhole covers, trench covers and similar covers, plus their supports, designed to carry a truck rear axle load of at least 20,000 pounds when located in roadways and subject to vehicle traffic?

Are floor or wall openings in fire resistive construction provided with doors or covers compatible with the fire rating of the structure and provided with self-closing feature when appropriate? ¶

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### **STAIRS & STAIRWAYS ¶**

-Are standard stair rails or handrails on all stairways having four or more risers?

-Are all stairways at least 22 inches wide? ¶

-Do stairs have at least a 6'6" overhead clearance?

-Do stairs angle no more than 50 and no less than 30 degrees? ¶

-Are stairs of hollow-pan type treads and landings filled to noising level with solid material?

—Are step risers on stairs uniform from top to bottom, with no riser spacing greater than 7-1/2 inches?

-Are steps on stairs and stairways designed or provided with a surface that renders them slip resistant?

-Are stairway handrails located between 30 and 34 inches above the leading edge of stair treads? ¶

Do stairway handrails have a least 1-1/2 inches of clearance between the handrails and the wall or surface they are mounted on?

—Are stairway handrails capable of withstanding a load of 200 pounds, applied in any direction? ¶
—Where stairs or stairways exit directly into any area where vehicles may be operated, are adequate barriers and warnings provided to prevent employees stepping into the path of traffic? ¶

----Is the vertical distance between stairway landings limited to 12 feet or less?

¶

### **EXITING OR EGRESS**

-Are all exits marked with an exit sign and illuminated by a reliable light source?

-Are the directions to exits, when not immediately apparent, marked with visible signs?

Are doors, passageways or stairways, that are neither exits nor access to exits and which could be mistaken for exits, appropriately marked "NOT AN EXIT", "TO BASEMENT", "STOREROOM", and the like? ¶

—Are exit signs provided with the word "EXIT" in lettering at least 5 inches high and the stroke of the lettering at least 1/2 inch wide?

-Are exit doors side-hinged? ¶

-Are all exits kept free of obstructions? ¶

Are at least two means of egress provided from elevated platforms, pits or rooms where the absence of a second exit would increase the risk of injury from hot, poisonous, corrosive, suffocating, flammable, or explosive substances?

—Are there sufficient exits to permit prompt escape in case of emergency? ¶

-Are special precautions taken to protect employees during construction and repair operations?

Is the number of exits from each floor of a building, and the number of exits from the building itself, appropriate for the building occupancy load?

Are exit stairways which are required to be separated from other parts of a building enclosed by at least two hour fire-resistive construction in buildings more than four stories in height, and not less than one-hour fire resistive construction elsewhere?

When ramps are used as part of required exiting from a building, is the ramp slope limited to 1- foot vertical and 12 feet horizontal?

Where exiting will be through frameless glass doors, glass exit doors, storm doors, and such are the doors fully tempered and meet the safety requirements for human impact?

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### EXIT DOORS

-Are doors that are required to serve as exits designed and constructed so that the way of exit travel is obvious and direct?

Are windows that could be mistaken for exit doors, made inaccessible by means of barriers or railings? ¶
 Are exit doors openable from the direction of exit travel without the use of a key or any special knowledge or effort, when the building is occupied? ¶

Where panic hardware is installed on a required exit door, will it allow the door to open by applying a force of 15 pounds or less in the direction of the exit traffic?

Are doors on cold storage rooms provided with an inside release mechanism that will release the latch and open the door even if it's padlocked or otherwise locked on the outside?

Where exit doors open directly onto any street, alley or other area where vehicles may be operated, are adequate barriers and warnings provided to prevent employees stepping into the path of traffic? ¶ —Are doors that swing in both directions and are located between rooms where there is frequent traffic, provided with viewing panels in each door?

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### **ENVIRONMENTAL CONTROLS ¶**

-Are all work areas properly illuminated? ¶

-Are employees instructed in proper first aid and other emergency procedures?

-Are hazardous substances identified which may cause harm by inhalation, ingestion, skin absorption or contact?

Are employees aware of the hazards involved with the various chemicals they may be exposed to intheir work environment, such as ammonia, chlorine, epoxies, and caustics?

-Can a less harmful method or product be used?

- Is the work area's ventilation system appropriate for the work being performed?

-Are welders and other workers nearby provided with flash shields during welding operations?

If forklifts and other vehicles are used in buildings or other enclosed areas, are the carbon monoxide levels kept below maximum acceptable concentration?

-Has there been a determination that noise levels in the facilities are within acceptable levels?

- Are steps being taken to use engineering controls to reduce excessive noise levels?

-Are proper precautions being taken when handling asbestos and other fibrous materials? ¶

—Are caution labels and signs used to warn of asbestos? ¶

Are wet methods used, when practicable, to prevent the emission of airborne asbestos fibers, silicadust and similar hazardous materials?¶

Are grinders, saws, and other machines that produce respirable dusts vented to an industrial collectoror central exhaust system? ¶

Are all local exhaust ventilation systems designed and operating properly such as airflow and volume necessary for the application? Are the ducts free of obstructions or the belts slipping?

-Are there written standard operating procedures for the selection and use of respirators where needed? ¶

-Are restrooms and washrooms kept clean and sanitary?

-Is all water provided for drinking, washing, and cooking potable?

-Are all outlets for water not suitable for drinking clearly identified? ¶

Are employees' physical capacities assessed before being assigned to jobs requiring heavy work? ¶
 Are employees instructed in the proper manner of lifting heavy objects? ¶

Where heat is a problem, have all fixed work areas been provided with spot cooling or air conditioning? Are employees screened before assignment to areas of high heat to determine if their health condition might make them more susceptible to having an adverse reaction?

—Are employees working on streets and roadways where they are exposed to the hazards of traffic, required to wear bright colored (traffic orange) warning vest?

—Are exhaust stacks and air intakes located that contaminated air will not be recirculated within a building or other enclosed area? ¶

Is equipment producing ultra-violet radiation properly shielded?

### FLAMMABLE & COMBUSTIBLE MATERIALS

-Are combustible scrap, debris and waste materials (i.e. oily rags) stored in covered metal receptacles and removed from the worksite promptly?

Are approved containers and tanks used for the storage and handling of flammable and combustible liquids?¶

-Are all connections on drums and combustible liquid piping, vapor and liquid tight?

-Are all flammable liquids kept in closed containers when not in use (e.g. parts cleaning tanks, pans)? ¶

-Are bulk drums of flammable liquids grounded and bonded to containers during dispensing?

- Do storage rooms for flammable and combustible liquids have explosion-proof lights? ¶

Is liquefied petroleum gas stored, handled, and used in accordance with safe practices and standards? ¶

—Are liquefied petroleum storage tanks guarded to prevent damage from vehicles?¶

Are all solvent wastes and flammable liquids kept in fire-resistant covered containers until they are removed from the worksite?

- Is vacuuming used whenever possible rather than blowing or sweeping combustible dust?

Are fire separators placed between containers of combustibles or flammables, when stacked one upon another, to assure their support and stability?

Are fuel gas cylinders and oxygen cylinders separated by distance, fire resistant barriers or other means while in storage?

—Are fire extinguishers selected and provided for the types of materials in areas where they are to be used? ¶

-Class A: Ordinary combustible material fires.

-Class B: Flammable liquid, gas or grease fires.

—Are appropriate fire extinguishers mounted within 75 feet of outside areas containing flammable liquids, and within 10 feet of any inside storage area for such materials?

Are fire extinguishers mounted so that employees do not have to travel more than 75 feet for a class "A" fire or 50 feet for a class "B" fire? ¶

-Are employees trained in the use of fire extinguishers?

—Are extinguishers free from obstructions or blockage? ¶

-Are all extinguishers serviced, maintained and tagged at intervals not to exceed one year?

-Are all extinguishers fully charged and in their designated places?

Where sprinkler systems are permanently installed, are the nozzle heads directed or arranged so that water will not be sprayed into operating electrical switchboards and equipment?

Are "NO SMOKING" signs posted where appropriate in areas where flammable or combustible materials are used or stored? ¶

-Are "NO SMOKING" signs posted on liquefied petroleum gas tanks? ¶

-Are "NO SMOKING" rules enforced in areas involving storage and use of flammable materials?

- Are safety cans used for dispensing flammable or combustible liquids at a point of use?

-Are all spills of flammable or combustible liquids cleaned up promptly?

- Are storage tanks adequately vented to prevent the development of excessive vacuum or pressure as a result of filling, emptying, or atmosphere temperature changes?

—Are storage tanks equipped with emergency venting that will relieve excessive internal pressure caused by fire exposure?

-Are spare portable or butane tanks, which are sued by industrial trucks stored in accord with regulations?¶

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## FIRE PROTECTION ¶

- Do you have a fire prevention plan? ¶

- Does your plan describe the type of fire protection equipment and/or systems?

-Have you established practices and procedures to control potential fire hazards and ignition sources?

-Are employees aware of the fire hazards of the material and processes to which they are exposed?

- Is your local fire department well acquainted with your facilities, location and specific hazards?

-If you have a fire alarm system, is it tested at least annually?

-If you have a fire alarm system, is it certified as required?

-If you have interior standpipes and valves, are they inspected regularly?

If you have outside private fire hydrants, are they flushed at least once a year and on a routine preventive maintenance schedule?

-Are fire doors and shutters in good operating condition?

—Are fire doors and shutters unobstructed and protected against obstructions, including their counterweights?

-Are fire door and shutter fusible links in place?

-Are automatic sprinkler system water control valves, air and water pressures checked

weekly/periodically as required? ¶

----Is maintenance of automatic sprinkler system assigned to responsible persons or to a sprinkler contractor?

—Are sprinkler heads protected by metal guards, when exposed to physical damage?

- Are portable fire extinguishers provided in adequate number and type?

-Are fire extinguishers mounted in readily accessible locations?

-Are fire extinguishers recharged regularly and noted on the inspection tag?

-Are employees periodically instructed in the use of extinguishers and fire protection procedures?

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### **EMERGENCY ACTION PLAN ¶**

-Are you required to have an emergency action plan? ¶

- Does the emergency action plan comply with requirements of T8CCR 3220(a)?

-Have emergency escape procedures and routes been developed and communicated to all employers?

- Do employees, who remain to operate critical plant operations before they evacuate, know the properprocedures? ¶

perceptible above ambient conditions? ¶

-Are alarm systems properly maintained and tested regularly?

-Is the emergency action plan reviewed and revised periodically? ¶

-Do employees now their responsibilities: ¶

-For reporting emergencies? ¶

-For conducting rescue and medical duties? ¶

#### ¶

## INFECTION CONTROL ¶

- Are employees potentially exposed to infectious agents in body fluids?

-Have occasions of potential occupational exposure been identified and documented?

California Pacific Charter Schools - Regular Meeting of the Board of Directors - Agenda - Tuesday February 21, 2023 at 5:00 PM

Have infection control procedures been instituted where appropriate, such as ventilation, universal precautions, workplace practices, and personal protective equipment?

Are employees aware of specific workplace practices to follow when appropriate? (Hand washing, handling sharp instruments, handling of laundry, disposal of contaminated materials, reusable equipment.)

Is personal protective equipment provided to employees, and in all appropriate locations? ¶
 Is the necessary equipment (i.e. mouthpieces, resuscitation bags, and other ventilation devices) provided for administering mouth-to-mouth resuscitation on potentially infected patients? ¶

Are facilities/equipment to comply with workplace practices available, such as hand-washing sinks, biohazard tags and labels, needle containers, detergents/disinfectants to clean up spills?

-Are all equipment and environmental and working surfaces cleaned and disinfected after contact with blood or potentially infectious materials?¶

Has medical surveillance including HBV evaluation, antibody testing and vaccination been made available to potentially exposed employees? ¶

-Training on universal precautions? ¶

-Training on personal protective equipment? ¶

- -Training on needlestick exposure/management?¶
- -Hepatitis B vaccinations? ¶

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## **ERGONOMICS**

-Can the work be performed without eyestrain or glare to the employees?

- -Does the task require prolonged raising of the arms? ¶
- -Do the neck and shoulders have to be stooped to view the task? ¶
- Are there pressure points on any parts of the body (wrists, forearms, back of thighs)?

-Can the work be done using the larger muscles of the body?

-Can the work be done without twisting or overly bending the lower back?

-Are there sufficient rest breaks, in addition to the regular rest breaks, to relieve stress from repetitive-motion tasks?

—Are tools, instruments and machinery shaped, positioned and handled so that tasks can be performed comfortably?

-Are all pieces of furniture adjusted, positioned and arranged to minimize strain on all parts of the body?

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	Office S	Safety	
Ins	pection	Checklist	t

**Instructions:** This checklist addresses responsibilities and possible safety hazards which may be present in an administrative work location. This form is to be completed by employees who have been trained to perform safety inspections. To complete the checklist, employee interviews and some records review will occur. Upon completion, the form is provided to all managers and supervisors at the work location and one copy is provided to the safety coordinator. For any items checked "Unsatisfactory", an explanation must be provided on an attached sheet. Feel free to edit this form to suit your workplace.

Inspection Location			
Agency	Organization		
Address			
Housekeeping		Unsatisfactory	N/A
<ol> <li>Floor and aisles are free of litter and spilled liquids (water, pens, paper, etc.)</li> </ol>	D	Q	$\bigcirc$
<ol><li>Aisles are free of cords, boxes, chairs and other tripping hazards</li></ol>	$\Box$	Q	$\bigcirc$
<ol><li>Desks or file drawers are closed when not in use and only one drawer is used at a time</li></ol>		$\Box$	$\Box$
Ergonomics	Satisfactory	Unsatisfactory	N/A
<ol> <li>All office equipment is being used correctly</li> </ol>	$\Box$	$\bigcirc$	$\bigcirc$
<ol><li>Employees are properly positioned at their desk and maintain good neutral posture</li></ol>		$\bigcirc$	$\Box$
<ol><li>Employees are using their workstation efficiently and avoiding stretching or reaching for objects placed far away</li></ol>		$\Box$	$\bigcirc$
Electrical	Satisfactory	Unsatisfactory	N/A
1. Electrical devices have manager approval	Ø	2	
<ol><li>All extension cords are in good condition and are not frayed</li></ol>	$\bigcirc$	$\Box$	$\bigcirc$
<ol><li>Extension cords are not being used as permanent wiring</li></ol>	$\bigcirc$	$\Box$	$\bigcirc$
Evacuation/Fire	Satisfactory	Unsatisfactory	N/A
<ol> <li>All aisles are at least 36 inches wide</li> </ol>	<u> </u>	2	2
2. Doors are labeled as exits	0	2	2
<ol><li>Exit signs are installed and lit from an internal or external source</li></ol>		D	$\Box$
<ol><li>Doors are not locked to prevent exit from the building</li></ol>		$\square$	$\bigcirc$
<ol> <li>Fire doors are not propped open</li> <li>An evacuation plan is posted</li> </ol>		2 2	<u>0</u>
<ol><li>Fire extinguishers and pull stations are in the locations noted on the evacuation plan</li></ol>	$\Box$	$\Box$	$\bigcirc$
<ol> <li>Fire extinguishers are identified with signs and not blocked</li> </ol>		$\Box$	$\Box$
<ol><li>Fire extinguishers appear to be in good condition and have been inspected</li></ol>	D	$\Box$	$\Box$

Other Inspection Items	Satisfactory	Unsatisfactory	N/A
<ol> <li>All areas are well lit and lights are</li> </ol>	0		0
functioning properly 2. Office equipment is kept at least 18 inches			
from electrical cabinets	$\square$		$\bigcirc$
<ol> <li>There are no observable drips or water damage</li> </ol>		D	$\bigcirc$
<ol> <li>Flooring is in good condition and the carpets are not ripped and tiles are not broken or uneven</li> </ol>	D	D	$\Box$
<ol> <li>Employees are refraining from unsafe behaviors (standing on chairs, etc.)</li> </ol>			$\bigcirc$
<ol> <li>Warning signs are posted near hazards (wet floors, repair work, etc.)</li> </ol>	D	D	$\bigcirc$
Inspection Completed by:		Date	

## **APPENDIX E: SCHOOL OFFICE EVACUATION MAP**





## **APPENDIX F: EARTHQUAKE DROP PROCEDURES**



# HOW TO STAY SAFE WHEN AN EARTHQUAKE THREATENS



Secure items such as televisions and objects that hang on walls. Store heavy and breakable objects on low shelves.

#### Practice Drop, Cover, and Hold On

with family and coworkers. Drop to your hands and knees. Cover your head and neck with your arms. Crawl only as far as needed to reach cover from falling materials. Hold on to any sturdy furniture until the shaking stops.

## Create a family emergency communication plan that has an

out-of-state contact. Plan where to meet if you get separated.

Make a supply kit that includes enough food and water for at least three days, a flashlight, a fire extinguisher, and a whistle. Consider each person's specific needs, including medication. Do not forget the needs of pets. Have extra batteries and charging devices for phones and other critical equipment.

#### **Consider earthquake insurance**

**policies.** Standard homeowner's insurance does not cover earthquake damage.

Consider a retrofit of your building if it has structural issues that make it vulnerable to collapse during an earthquake.



Drop, Cover, and Hold On like you practiced. Drop to your hands and knees. Cover your head and neck with your arms. Hold on to any sturdy furniture until the shaking stops. Crawl only if you can reach better cover without going through

If in bed, stay there and cover your head and neck with a pillow.

an area with more debris.

If inside, stay there until the shaking stops. DO NOT run outside.

If in a vehicle, stop in a clear area that is away from buildings, trees, overpasses, underpasses, or utility wires.

**If you are in a high-rise building,** expect fire alarms and sprinklers to go off. Do not use elevators.

**If near slopes, cliffs, or mountains**, be alert for falling rocks and landslides.



**Expect aftershocks** to follow the largest shock of an earthquake sequence.

#### Check yourself for injury.

If in a damaged building, go outside and quickly move away from the building.

Do not enter damaged buildings.

If you are trapped, send a text or bang on a pipe or wall. Cover your mouth for protection and instead of shouting, use a whistle.

If you are in an area that may experience tsunamis, go inland or to higher ground immediately after the shaking stops.

Save phone calls for emergencies.

Wear sturdy shoes and work gloves.

#### Take an Active Role in Your Safety

Go to **Ready.gov** and search for **earthquake**. Download the **FEMA app** to get more information about preparing for an **earthquake**.

## **APPENDIX G: BOMB THREAT**

Department of Homeland Security

https://www.cisa.gov/what-to-do-bomb-threat

Bomb Threat Guidance

https://www.cisa.gov/sites/default/files/publications/dhs-doj-bomb-threat-guidance-brochure-201 6-508.pdf

Bomb Threat Checklist https://www.cisa.gov/what-to-do-bomb-threat

## BOMB THREAT PROCEDURES

This quick reference checklist is designed to help employees and decision makers of commercial facilities, schools, etc. respond to a bomb threat in an orderly and controlled manner with the first responders and other stakeholders.

Most bomb threats are received by phone. Bomb threats are serious until proven otherwise. Act quickly, but remain calm and obtain information with the checklist on the reverse of this card.

- If a bomb threat is received by phone:
- Remain calm. Keep the caller on the line for as long as possible. DO NOT HANG UP, even if the caller does.
- 2. Listen carefully. Be polite and show interest.
- 3. Try to keep the caller talking to learn more information.
- If possible, write a note to a colleague to call the authorities or, as soon as the caller hangs up, immediately notify them yourself.
- If your phone has a display, copy the number and/or letters on the window display.
   Complete the Bornb Threat Checklist immediately. Write down as much
- detail as you can remember. Try to get exact words.
- Immediately upon termination of call, DO NOT HANG UP, but from a different phone, contact authorities immediately with information and await instructions.
- If a bomb threat is received by handwritten note:
- Call
- Handle note as minimally as possible.
- If a bomb threat is received by e-mail:
- Call
- Do not delete the message

Signs of a suspicious package:

- No return address
   Poorly handwritten
- Excessive postage
   Misspelled words
- Stains
- Strange odor
   Foreign postage
- Strange sounds
   Restrictive notes
- Unexpected delivery
- \* Refer to your local bomb threat emergency response plan for evacuation criteria

Incorrect titles

#### DO NOT:

- Use two-way radios or cellular phone. Radio signals have the potential to detonate a bomb.
- Touch or move a suspicious package.

#### WHO TO CONTACT (Select One)

- 911
- Follow your local guidelines

For more information about this form contact the Office for Bombing Prevention at: OBP@cisa.dhs.gov



## BOMB THREAT CHECKLIST

TIME:

DATE:

TIME CALLER HUNG UP: PHONE NUMBER WHERE CALL RECEIVED:

#### Ask Caller:

- Where is the bomb located? (building, floor, room, etc.)
- When will it go off?
- What does it look like?
- What kind of bomb is it?
- What will make it explode?
- Did you place the bomb? Yes No
- Why?
- What is your name?

#### Exact Words of Threat:

#### Information About Caller:

- Where is the caller located? (background/level of noise)
- (energie analierer ar he
- Estimated age:
- . Is voice familiar? If so, who does it sound like?
- Other points:

Caller's Voice	Background Sounds	Threat Language
Female	Animal noises	Incoherent
Male	House noises	Message read
Accent	Kitchen noises	Taped message
Angry	Street noises	Irrational
Calm	Booth	Profane
Clearing throat	PA system	Well-spoken
Coughing	Conversation	
Cracking Voice	Music	
Crying	Motor	
Deep	Clear	
Deep breathing	Static	
Disguised	Office machinery	
Distinct	Factory machinery	
Excited	Local	
Laughter	Long distance	
Lisp		
Loud	Other Information:	
Nasal		
Normal		
Ragged		
Rapid		
Raspy		
Slow		
Slurred		
□ Soft		
Stutter		

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## APPENDIX H: FIRE SAFETY TIPS, CHECKLISTS, AND PLAN

## **American Red Cross**

1. Children and Home Fires Fact Sheet <u>https://www.redcross.org/content/dam/redcross/atg/PDF\_s/Preparedness\_\_\_\_Disaster\_Recovery</u> /Disaster\_Preparedness/Home\_Fire/FireChildrenFactSheet.pdf

2. Home Fire Preparedness Checklist <u>https://www.redcross.org/content/dam/redcross/get-help/pdfs/home-fire/EN\_Home-Fire-Safety-Checklist.pdf</u>

3. Home Fire Preparedness Tips <u>https://www.redcross.org/get-help/how-to-prepare-for-emergencies/types-of-emergencies/fire/ho</u><u>me-fire-preparedness.html</u>

4. Fire Safety Fact Sheet <u>https://www.redcross.org/content/dam/redcross/atg/PDF\_s/Preparedness\_\_\_Disaster\_Recovery</u> <u>/General\_Preparedness\_\_\_Recovery/Home/FireSafetyFactSheet.pdf</u>

5. Home Fire Escape Plan <u>https://www.redcross.org/content/dam/redcross/get-help/fire-safety/Home-Fire-Escape-Plan-Eng</u> <u>lish-Spanish.pdf</u>

## Coversheet

## **Consent - Personnel Services**

Section: VIII. Consent C. Consent - Personnel Services Item: Purpose: Vote Submitted by: **Related Material:** BUS 2023-2024 Employee Work Year Calendars.docx.pdf 2023-2024 Certificated 185 Days Employee Work Year Calendar.pdf 2023-2024 Certificated 190 Days Employee Work Year Calendar.pdf 2023-2024 Certificated 200 Days Employee Work Year Calendar.pdf 2023-2024 Certificated 205 Days Employee Work Year Calendar.pdf 2023-2024 Certificated 220 Days Employee Work Year Calendar.pdf 2023-2024 CLASSIFIED 175 Days Employee Work Year Calendar.pdf 2023-2024 CLASSIFIED 185 Days Employee Work Year Calendar.pdf 2023-2024 CLASSIFIED 12 month Employee Work Year Calendar.pdf

## BACKGROUND:

## Approval of 2023-24 Work Year Calendars

The 2023-24 work year calendars for all staff have been created in order to clearly articulate school closures, non-work days, and total work days.

Certificated/certificated administrators work year calendars:

185 days

190 days

200 days

205 days

220 days

Classified/classified administrators work year calendars:

175 days

185 days

12 months

**RECOMMENDATION:** 

It is recommended the Board approve the work year calendars, as presented.

## CALIFORNIA PACIFIC CHARTER SCHOOLS

## Agenda Item:

	Correspondence/Proposals/Reports
Х	Consent Agenda
	Business/Financial Services
	Education/Student Services
X	Personnel Services
	Curriculum
	Policy Development

## **Item Requires Board Action:** X

Item is for Information Only:

Item: Approval of 2023-2024 Employee Work Year Calendars

## **Background:**

The 2023-2024 work year calendars for all staff have been created in order to clearly articulate school closures, non-work days, and total work days.

Certificated/certificated administrators work year calendars:

185 days 190 days 200 days 205 days 220 days

Classified/classified administrators work year calendars:

175 days185 days12 months

It is recommended that the Board approve the work year calendars as presented.

## **Fiscal Impact:**

None

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# California Pacific Charter Schools

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DECEMBER	F	2	5	M	T	w	R	F	9	10	M	12 T	W	R	F	10	1/	10 M	19 T	 W	R	- 22 F	25	24	23 M	20 T	27 W	20 R	29 F	30	51	7.0	Nen Werk Dave
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JANUART	M	2 T	3 W	4 R	F	0	/	8 M	9 T	10 W	11 R	12 F	13	14	15 M	16 T	17 W	18 R	19 F	20	21	22 M	23 T	24 W	25 R	26 F	2/	28	29 M	30 T	31 W	6.0	Non Work Drut
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FEBRUART	1		3	4	5	6	-	-	9	10	11	-		14	15	16	17	18	19	20	21	22	23	24	25			28	29	-			
	R	F	-		M	T	W	R	F			M	Т	W	R	F	-		M	T	W	R	F	1		M	T	W	R	-		1.0	Non Work Days
MARCH	1	1			1	1	1	1	1			1	1	1	1	1			N	1	1	1	1			1	1	1	1		1	20.0	Work Days
MARCH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
	F	-		M	T	W	R	F	-		M	T	W	R	F			M	T	W	R	F			M	T	W	R	F	-		0.0	Non Work Days
	1			1	1	1	1	1			1	1	1	1	1			1	1	1	1	1			1	1	1	1	1		1	21.0	Work Days
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	М	T	W	R	F	-		м	Т	w	R	F			М	Т	W	R	F	-		м	Т	W	R	F	ł		М	Т	-	5.0	Non Work Days
	N	Ν	N	Ν	N			1	1	1	1	1			1	1	1	1	1		-	1	1	1	1	1		-	1	1		17.0	Work Days
MAY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	+	
	w	R	F			м	Т	w	R	F	-		М	Т	w	R	F	-		м	Т	w	R	F			М	Т	W	R	F	1.0	Non Work Days
	1	1	1		-	1	1	1	1	1		-	1	1	1	1	1			1	1	1	1	1			Ν	1	1	1	1	22.0	Work Days
JUNE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30			
	-		м	Т	W	R	F	-		М	Т	W	R	F																		0.0	Non Work Days
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				NON-	WORK	DAYS:																		Rer	nainin	g Nor							
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JULY	1	2	3	4	5	6	7	8	9	10	11	12		14			17		-	20	21		1	24	25	26	27	28	29	30	31	Days	Legend
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	T	w	R	F	5		M	T	w	R	F	12	1.5	14 M	15 T	w	17 R	10 F	1.5	1 20	M	7 T	23 W	24 R	23 A	20	21	20 M	29 T	W	R	0.0	Non Work Days
	1	1	1	1	1		1	1	1	1	1	1		1	1	1	1	1			1	1	1	1	1			1	1	1	1		Work Days
SEPTEMBER	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	-	18	19	20	21	22	23	24	25	26	27	28	29	30		23.0	WORK Days
<u>SEI TEMBER</u>	F	-	5	M	Т	w	R	F		10	M	T	w	R	F	10	17	M	T	w	R	F	2.5	24	M	T	W W	R	F	30	-	1.0	Non Work Days
	1			N	1	1	1	1	1		1	1	1	1	1			1	1	1	1	1	1		1	1	1	1	1	1		20.0	Work Days
OCTOBER	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
	-	M	T	W	R	F			м	Т	w	R	F			M	Т	w	R	F			M	Т	W	R	F			M	T	0.0	Non Work Days
	t	1	1	1	1	1	1		1	1	1	1	1	1		1	1	1	1	1	t		1	1	1	1	1			1	1	22.0	Work Days
NOVEMBER	1	2	3	4	5	6	7	8	9	10	11		13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	_		
	w	R	F			M	T	w	R	F		1	м	T	w	R	F			M	Т	w	R	F			M	T	W	R		6.0	Non Work Days
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DECEMBER	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
	F			м	Т	W	R	F			м	т	W	R	F			м	Т	w	R	F		-	M	Т	W	R	F		-	7.0	Non Work Days
	1			1	1	1	1	1			1	1	1	1	1	1		1	1	1	N	N			N	N	N	N	N	1		14.0	Work Days
JANUARY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		.,.
	м	T	w	R	F			м	T	w	R	F			M	Т	W	R	F			M	T	w	R	F			M	Т	W	6.0	Non Work Days
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FEBRUARY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17		19	20	21	22	23	24	25	26	27	28	29				.,.
	R	F			м	т	w	R	F			м	т	w	R	F			м	Т	w	R	F			м	Т	w	R	1		1.0	Non Work Days
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MARCH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
	F			М	Т	w	R	F			м	Т	w	R	F			м	Т	w	R	F			м	т	W	R	F			0.0	Non Work Days
	1			1	1	1	1	1	1		1	1	1	1	1			1	1	1	1	1			1	1	1	1	1			21.0	Work Days
APRIL	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30			
	м	Т	W	R	F			м	Т	w	R	F			м	Т	w	R	F			м	Т	w	R	F			М	Т		5.0	Non Work Days
	N	Ν	Ν	Ν	N			1	1	1	1	1			1	1	1	1	1			1	1	1	1	1			1	1		17.0	Work Days
MAY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
	w	R	F			м	Т	w	R	F			м	Т	W	R	F			м	Т	w	R	F			М	Т	W	R	F	1.0	Non Work Days
	1	1	1			1	1	1	1	1			1	1	1	1	1			1	1	1	1	1			Ν	1	1	1	1	22.0	Work Days
JUNE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		L	
			М	Т	w	R	F			M	T	w	R	F	-		м	Т	W	R												1.0	Non Work Days
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California Pacific Charter Schools

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JULY	1	2	3	4	5	6	7	8	9	10	11	12	13	14		16	17	18	-	-	-		24)	24	25	26	27	28	29	30	31	Days	Legend
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AUGUST	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
	т	w	R	F			м	т	w	R	F			м	т	w	R	F			м	т	w	R	Α			М	Т	w	R	0.0	Non Work Days
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SEPTEMBER	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30			
	F			М	Т	w	R	F			м	Т	w	R	F			м	т	w	R	F			м	Т	W	R	F		1	1.0	Non Work Days
	1			Ν	1	1	1	1			1	1	1	1	1			1	1	1	1	1		_	1	1	1	1	1			20.0	Work Days
OCTOBER	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
		м	Т	w	R	F			м	Т	w	R	F			м	Т	w	R	F			м	Т	w	R	F			м	Т	0.0	Non Work Days
		1	1	1	1	1			1	1	1	1	1			1	1	1	1	1			1	1	1	1	1		-	1	1	22.0	Work Days
NOVEMBER	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30			
	w	R	F			м	Т	w	R	F			м	Т	w	R	F			м	Т	w	R	F			М	Т	W	R		6.0	Non Work Days
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DECEMBER	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
	F			м	Т	W	R	F	4		м	T	w	R	F			м	Т	w	R	F	1		М	Т	W	R	F			7.0	Non Work Days
	1			1	1	1	1	1			1	1	1	1	1			1	1	1	Ν	N			Ν	Ν	Ν	Ν	Ν			14.0	Work Days
JANUARY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
	M	Т	W	R	F			M	T	W	R	F			M	T	W	R	F			M	T	W	R	F			M	T	W	6.0	Non Work Days
	N	N	N	N	N	-	-	1	1	1	1	1			N	1	1	1	1			1	1	1	1	1	0-		1	1	1	17.0	Work Days
FEBRUARY	1	2	3	4	5	6	7	8	9	10	11	12	13 T	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29			4.2	New Works
	R	F			M	T	W	R	F			M	T	W	R	F			M	T	W	R	F			M	T	W	R			1.0	Non Work Days
MARCH	1	1	2		1	1	1	1	1	10		1	1	1	1	1	17	10	N	1	1	1	1	24	25	1	1	1	1	20	24	20.0	Work Days
WARCH	1	2	3	4	5 T	6 W	R	8 F	9	10	11	12 T	13 W	14	15	16	17	18	19 T	20	21 R	22 F	23	24	25	26 T	27 W	28	29 F	30	31	0.0	Nen Werk Dave
	F 1			M 1	1	1	1	г 1	1		M 1	1	1	R 1	F 1	-		M 1	1	W 1	к 1	1			M 1	1	1	R 1	г 1	1		0.0 21.0	Non Work Days
APRIL	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		21.0	Work Days
Artic	M	T	W	R	F	0		M	T	10 W	R	F	15	14	15 M	10 T	1/ W	R 10	19 F	20	21	 M	23 T	24 W	25 R	20 F	27	20	29 M	30 T		5.0	Non Work Days
	N	N	N	N	N			1	1	1	1	1	1		1	1	1	1	1			1	1	1	1	1			1	1		17.0	Work Days
MAY	1	2	3	4	5	6	7	8	9	10	11	-	13	14	15	16	17	18	-	20	21	22	23	24	25	26	27	28	29	30	31	17.0	Work Days
	w	R	F		1 5	M	T	w	R	F		1	M	T	W	R	F	10	110	M	T	w	R	F	2.5	20	M	T	W	R	F	1.0	Non Work Days
	1	1	1			1	1	1	1	1	1		1	1	1	1	1	1		1	1	1	1	1	1		N	1	1	1	1	22.0	Work Days
JUNE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30			
			м	Т	w	R	F			м	Т	w	R	F			м	Т	w	R	F			м	т	w	R	F			1	1.0	Non Work Days
	1		1	1	1	1	1	1		1	1	1	1	1	1		1	1	Ν	1	1	1		1	1	1	1	1				19.0	Work Days
N	Plan	ted no	n-wo	rk day	,												•	•							•								
Α		day o																										Cale	endar	Days	(M-F)	260.0	
z	Last	day of	f scho	ol																							То	tal Co	mper	sated	Days	220.0	
L					cludin	ng this	date	eligibl	e for														Tetel		/61							40.0	
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AUGUST	1	2	3	4	5	6	7	8	9	1	0 11	1 1	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	) 3	31	0.0	Work Days
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SEPTEMBER	1	2	3	4	5	6	7	8	9	1	0 11	1 1	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	1 30	_	1	2.0	Work Days
	F		1.5	M	T	w	R	F	_	1-	M	_	_	W	R	F	10	11	M	T	W	R	F		12.	M	T	w	_	F	_	1		1.0	Holidays
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CLASSIFIED 185 DAYS Work Year Calculation (2023-2024)           JULY         1         2         3         4         5         6         7         8         9         10         11         12         13         14         15         16         17         18         19         20         21         22         23         24         25         26         27         28         29         30         31         Days           AUGUST         1         2         3         4         5         6         7         8         9         10         11         12         13         14         15         16         17         18         19         20         21         22         23         24         25         26         27         28         29         30         31           AUGUST         1         2         3         4         5         6         7         8         9         10         11         12         13         14         15         16         17         18         19         20         21         22         23         24         25         26         27         28         29         <	Legend Holidays Work Days Holidays Work Days Holidays Work Days
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SEPTEMBER       1       2       3       4       5       6       7       8       9       10       11       12       13       14       15       16       17       18       19       20       21       22       23       24       25       26       27       28       29       30       4       5       6       7       8       9       10       11       12       13       14       15       16       17       18       19       20       21       22       23       24       25       26       27       28       29       30       4       50       66       7       8       9       10       11       12       13       14       15       16       17       18       19       20       21       22       23       24       25       26       27       28       29       30       30         OCTOBER       1       2       3       4       5       6       7       8       9       10       11       1       1       1       1       1       1       1       1       1       1       1       1       1       1       1	Work Days Holidays
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Late start up to and including this date eligible for step advancement Total Work Days 1	35.0
	01.0
HOLIDAYS: 9/4/2023	
11/20 - 11/24/2023	
12/25-12/29/203	
1/1/2024 1/15/2024	
2/19/2024	
5/27/2024	
NONWORK DAYS: 12/21 · 12/22/2023	
1/2 - 1/5/2024	
4/1 - 4/5/2024	
SCHOOL DATES:           8/30/2023 - 6/7/2024         First and Last Days of School	
LATE START:	
10/25/2023 75% Lote Start	
4b Employee must be in paid status before and after the date of the holiday in order to be eligible for holiday pay.	
Board Approval:	
Month # of Pay Dates	
July 2023 0	
August 2023 0 September 2023 2	
September 2023         2           October 2023         2           November 2023         2	
September 2023         2         2           October 2023         2         2           November 2023         2         2           December 2023         2         2	
September 2023         2           October 2023         2           November 2023         2           January 2024         2	
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## Coversheet

## Approval of Sage Intacct 2023-24 Accounting Services Contract (Renewal)

Section: Item:	IX. Business/Financial Services A. Approval of Sage Intacct 2023-24 Accounting Services
Contract (Renewal) <b>Purpose:</b>	Vote
Submitted by: Related Material:	CalPac Sage Intacct Contract April 2023-April 2024.pdf

### BACKGROUND:

CalPac utilizes Sage Intacct cloud-based accounting software to track actuals, report fiscal activities, and prepare tax forms (such as 1099s). CalPac staff consider Sage Intacct to be a best-in-class core accounting platform with robust functionality. CalPac currently has two Business Users (full access all applications, depending on permissions) and two Employee Users (limited access to run reports and view data).

### Key advantages:

- Integration with other platforms (such as Stampli for processing invoices and prospectively with UKG for payroll).
- Allows for the full Standardized Account Code Structure (SACS) accounting string.
- Sage Intacct Project Tracking allows management to track Categorical Revenue (using the SACS Resource code).

### **RECOMMENDATION:**

It is recommended the Board approve the Sage Intacct 2023-24 Accounting Services Contract for a 12-month period effective 4/15/23 to 4/14/24, as presented.



Ryan Cook Sage Intacct, Inc. 300 Park Ave, Floor Suite 1400 San Jose, CA 95110 (408) 878-0900

Date: 02-Feb-2023 Offer Expires: 31-Mar-2023 Quote #: Q-340612

## **Order Schedule**

Prepared For: Name: Christine Feher Company: CalPac Address: 940 South Coast Drive, #185 Costa Mesa, CA 92646 Phone: (949) 427-6526 Email: cfeher@cal-pacs.org Bill To: Name: Shannon Green Company: CalPac Address: 940 South Coast Drive, #185 Costa Mesa, CA 92646 Phone: (949) 427-6526 ext. 109 Email: sgreen@cal-pacs.org

Subscription Term Length: 12 (months)

Subscription Period: 15-Apr-2023 through 14-Apr-2024

**Subscription Invoicing:** Annual subscription fees begin on the start date of your paid subscription period, with such fees invoiced annually at the beginning of each paid subscription period.

Subscription Payment Terms: Net 30 from date of invoice.

## Products

### **Sage Intacct Services**

Product Name	Description	Quantity	Net Price Each	Total Price
Intacct Financial Management (for a Single Business Entity)	Intacct Financial Management includes the following - General Ledger,Cash Management, Purchase Order, Accounts Payable, Order Entry, Accounts Receivable, Standard Reports, Dashboard, Customization Services.	1.00	6,300.00	6,300.00
User License - Business User	Users with unlimited access rights to all applications. Can be restricted based on permissions assigned by an Administrator.	2.00	3,180.00	6,360.00
Intacct Employee User 10 Pack	Ten (10) additional employee user pack with limited access rights which include: Read only access to the Dashboard; Ability to enter/approve expense reports, staff expenses, timesheets and/or purchase requisitions and to approve for payments. Also includes read only access to any additional applications built on the Intacct Platform.	1.00	1,680.00	1,680.00

Proprietary & Confidential Information Page 1 of 4

Product Name	Description	Quantity	Net Price Each	Total Price
Intacct Basic Project Tracking	With Intacct Basic Project Tracking, you get the Project object and dimension, which allow you to create project records with descriptive elements and tag select financial transactions (AP bills, purchasing transactions, AR invoices, order entry transactions, and journal entries) with a valid project ID for later analysis and financial reporting. Also, actuals get accumulated in a summary object that can also be used for reporting.	1.00	3,480.00	3,480.00
Intacct Buy With Confidence Guarantee	Our "Buy With Confidence" program applies to the Sage Intacct Services and includes guaranteed system uptime and disaster recovery protection. Details of the Buy With Confidence program are available at https://www.sageintacct.com/customer-terms.	1.00	0.00	0.00
Intacct Essential Support	Essential Support is included as part of the Intacct subscription for all Direct Customers. Essential Support gives your company direct access to the Intacct Customer Community – a path to submit cases, check the status of cases and search our comprehensive knowledgebase for answers to questions. This is also where your company can recommend product enhancements as well as vote on product enhancement requests submitted by others. Support hours 24X5 M-F, PT; US Holidays and after hours support available for P1 cases; access to support via phone or Intacct Community for two designated users; all submitted cases will receive an acknowledgement within 1 business hour (P1), 4 business hours (P2), 8 business hours (P3); via Case Comment and email notification, or by phone.	1.00	0.00	0.00
Intacct Application Hosting, Infrastructure and Security Services	Hosting of Intacct Applications at a secure top tier data center, and disaster recovery services at a separate secure data center in a different geographic locale, described in detail in the Buy With Confidence program. Additionally, data is backed up to tape and stored off-site.	1.00	0.00	0.00
	Sag	e Intacct Se	rvices Total:	USD 17,820.00

Grand Total: USD 17,820.00
#### TERMS:

This Order Schedule is subject to the Terms of Service located at https://www.sageintacct.com/customer-terms-us/tos, as amended from time to time ("Terms"), which are incorporated herein by this reference with the same force and effect as if they were given in full text. Company represents that it has reviewed the Terms and expressly agrees to them as of the Effective Date and in their thencurrent form on the date of any renewal of the Agreement. Prices shown above do not include any taxes that may apply.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers or representatives, either by signature below or by electronic signature through DocuSign.

CalPac

Sage Intacct, Inc.

(Authorized Signature)

(Authorized Signature)

(Printed Name and Title)

(Printed Name and Title)

(Signature Date)

(Signature Date)

Proprietary & Confidential Information Page 3 of 4

#### Exhibit A Additional Terms and Conditions

The following terms are added to, and in the event of a conflict prevail over, the Terms:

• Intacct Financial management includes up to two hundred (200) bank account connections through bank feeds. Bank feeds provide electronic access to thousands of financial institutions for bank reconciliations and matching payments to invoices.

## Coversheet

### Ratification of TeachTown Expenses for Modified Curriculum for Moderate/Severe Special Education Students

Section:	IX. Business/Financial Services	
Item:	B. Ratification of TeachTown Expenses for Modified Curriculum	
for Moderate/Severe Special Education Students		
Purpose:	Vote	
Submitted by:	Christine Feher	
Related Material:	TeachTown Invoices (Totaling \$10,126.88).pdf	

#### BACKGROUND:

The suite of **TeachTown special education curriculum** solutions offers students with moderate to severe disabilities equitable and inclusive access to the general education curriculum and the individualized interventions that support their success. The original estimate of costs was below the \$10,000 Board approval threshold. As more licenses have been added and new students have enrolled, the school incurred cumulative expenses exceeding \$10,000 in December 2022.

#### **RECOMMENDATION:**

It is recommended the Board approve the ratification of expenses incurred, and approve future expenses up to \$15,000 for access through June 2023, as presented.



## Invoice

Page:

TEACHTOWN- A DIVISION OF JIGSAW LEARNING 2 CONSTITUTION WAY WOBURN, MA 01801 USA

Number:	0000017211
Date:	8/19/2022
Customer:	CALPACA92660

1

Sold To	Ship To
CALIFORNIA PACIFIC CHARTER SCHOOLS	CALIFORNIA PACIFIC CHARTER SCHOOLS
ACCOUNTS PAYABLE	SPECIAL EDUCATION
4101 BIRCH STREET	4101 BIRCH STREET
SUITE 150	SUITE 150
NEWPORT BEACH, CA 92660 USA	NEWPORT BEACH, CA 92660 USA

Customer P.O.	Ship Via	F.O.B		Ferms
860	UPS Ground	Origin	Net Due	Upon Invocing
Item	Description	Qty Shipped	Price	Amount
EK5PKG1	enCORE K-5 Student Software Package 1 Yr	7.000	329.000	2,303.00
E68PKG1	enCORE 6-8 Student Software Package 1 Yr	5.000	329.000	1,645.00
E912PKG1	enCORE 9-12 Student Software Pkg 1 Yr	8.000	329.000	2,632.00
TRN0250	Transition to Adulthood - 1 Year Student Subscription	6.000	89.000	534.00
ENC0350	enCORE Training Webinar	1.000	600.000	600.00
	LAST ITEM			
4				
×			Subtotal	7,714.00
			Freight Sales Tax	0.00 0.00
		Trade	Discount	0.00
		Payment/Credit Additional		0.00
Contact:		dOnTrack Balance		7,714.00



Sold To	
CALIFORNIA PACIFIC CHARTER SCHOOLS	CALIFORNIA PACIFIC CHARTER SCHOOLS
ACCOUNTS PAYABLE	SPECIAL EDUCATION
4101 BIRCH STREET	4101 BIRCH STREET
SUITE 150	SUITE 150
NEWPORT BEACH, CA 92660 USA	NEWPORT BEACH, CA 92660 USA

Customer P.O.	Ship Via	F.O.B	Terms
869	UPS Ground	Origin	Net Due Upon Invocing
Ītem	Description	Qty Shipped	Price Amount
E68PKG1	enCORE 6-8 Student Software Package 1 Yr	1.000	329.000 329.00
	LAST ITEM		
		Subt	
		Frei Sales	
		Trade Disco	ount 0.00
		Payment/Credit Amo	ount 0.00
Contact:		Additional Char	
Contact:	Powered by BoardOnTrack	Balance	329.00



#### TEACHTOWN- A DIVISION OF JIGSAW LEARNING 2 CONSTITUTION WAY WOBURN, MA 01801 USA

## Invoice

Page:

 Number:
 0000017945

 Date:
 9/26/2022

 Customer:
 CALPACA92660

1

Sold To		Ship To		
CALIFORNIA PA	CIFIC CHARTER SCHOOLS	CAI	LIFORNIA PACIFIC CHARTI	ER SCHOOLS
SPECIAL EDUCA	ATION	SPE	CIAL EDUCATION	
4101 BIRCH STR	EET	410	1 BIRCH STREET	
SUITE 150		SUI	TE 150	
NEWPORT BEAG	CH, CA 92660 USA	NEV	WPORT BEACH, CA 92660	USA

Customer P.O.	Ship Via	F.O.B	we want to an on T	erms
873	UPS Ground	Origin	Net Due U	Jpon Invocing
Item	Description	Qty Shipped	Price	Amount
E68PKG1	enCORE 6-8 Student Software Package 1 Yr	1.000	329.000	329.00
	LAST ITEM			
			Subtotal	329.00
			Freight	0.00
			ales Tax	0.00
		Trade D		0.00
		Payment/Credit Additional		0.00 0.00
Contact:		Balance		329.00



#### TEACHTOWN- A DIVISION OF JIGSAW LEARNING 2 CONSTITUTION WAY WOBURN, MA 01801 USA

### Invoice

Page:

 Number:
 0000018028

 Date:
 9/30/2022

 Customer:
 CALPACA92660

1

Sold To

CALIFORNIA PACIFIC CHARTER SCHOOLS SPECIAL EDUCATION 4101 BIRCH STREET SUITE 150 NEWPORT BEACH, CA 92660 USA

CALIFORNIA PACIFIC CHARTER SCHOOLS SPECIAL EDUCATION 4101 BIRCH STREET SUITE 150 NEWPORT BEACH, CA 92660 USA

Customer P.O.	Ship ∨ia	F.O.B		Terms
875	UPS Ground	Origin	Net Due	Upon Invocing
Item	Description	Qty Shipped	Price	Amount
EK5PKGX	enCORE K-5 Student Package XX Months	2.000	301.620	603.24
E68PKGX	enCORE 6-8 Student Package X Months	1.000	301.620	301.62
E912PKGX	enCORE 9-12 Student Package X Months	2.000	301.620	603.24
	LAST ITEM			
			Subtotal Freight	1,508.10 0.00
			Sales Tax	0.00
			Discount	0.00
		Payment/Credi Additiona		0.00 0.00
Contact:		Balance		1,508.10



#### TEACHTOWN- A DIVISION OF JIGSAW LEARNING 2 CONSTITUTION WAY WOBURN, MA 01801 USA

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n	voice

Page:

Number:	0000018820
Date:	12/15/2022
Customer:	CALPACA92660

1

Sold To	Ship To
CALIFORNIA PACIFIC CHARTER SCHOOLS	CALIFORNIA PACIFIC CHARTER SCHOOLS
ACCOUNTS PAYABLE	SPECIAL EDUCATION
940 SOUTH COAST DRIVE	940 SOUTH COAST DRIVE
SUITE 185	SUITE 185
COSTA MESA, CA 92626 USA	COSTA MESA, CA 92626 USA

Customer P.O.	Ship Via	F.O.B		erms
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Item	Description	Qty Shipped	Price	Amount
E68PKGX	enCORE 6-8 Student Package X Months	1.000	246.780	246.78
	LAST ITEM			
		5	Subtotal	246.7
			Freight	0.0
			iles Tax	0.0
		Trade D Payment/Credit		0.0 0.0
		Additional		0.0
Contact:		Balance		246.7
	Powered by BoardO	Construction of the second by cardinate or the second		240

## Coversheet

### Approval of UKG Service Agreement

Section:IX. Business/Financial ServicesItem:C. Approval of UKG Service AgreementPurpose:VoteSubmitted by:Related Material:BUS UKG Service Agreement 2023-2026.docx (1).pdfCalifornia Pacific Charter Schools - UKG MSA (UKG Clean 2023.02.16).pdf

#### CALIFORNIA PACIFIC CHARTER SCHOOLS

#### Agenda Item:

	Correspondence/Proposals/Reports
	Consent Agenda
Х	Business/Financial Services
	Education/Student Services
	Personnel Services
	Curriculum
	Policy Development

#### **Item Requires Board Action:** X

Item is for Information Only:

Item: Approval of UKG Service Agreement 2023-2026

#### **Background:**

CalPac staff completed a system gap analysis of our HR needs and determined the current HRIS did not provide sufficient support to manage important tasks like employment agreements and benefits administration. The system gaps create inefficiencies and require staff to continually create manual solutions that are time-consuming and increase the risk of error.

Staff participated in five system demonstrations and determined that UKG provided the most robust solution to replace the existing systems, address our system gaps, and increase the capacity of our team going forward.

As summarized by UKG's proposal, "this cloud-based solution suite is a single platform solution that delivers end-to-end human capital management. This results in a single employee record from which all applications in the product suite pull information. Rather than entering data multiple times across differing applications, CalPac can enter an employee's data once and the system automatically populates all the applications in the suite, reducing data-entry errors and ensuring up-to-date information for all apps. A single platform also means a single user interface across all applications, which helps minimize user training and boost efficiency. Employee self-service tools and a mobile app allow easy anytime access."

The key improvements are as follows:

- Fully integrated HR, payroll, and benefits administration
- Interface with accounting software (Sage Intacct) via custom file export
- Customized reporting including file creation for STRS submission
- Document creation, work flows, and storage
- Personnel requisitions with ability to complete mass data changes for new year via file import
- Recruitment, selection, and onboarding to create efficiencies and reduce repetitive data entry
- Professional network for sharing of best practices

#### **Date:** February 21, 2023

• Subject matter expert support and guidance

Upon board approval, the UKG and CalPac team will begin immediate system implementation. Implementation will include parallel system processing to ensure data migration accuracy and staff training. The target date for full system implementation is June 30, 2023.

It is recommended the Board approve a three (3) year service agreement with UKG for HR, payroll, and benefit management for California Pacific Charter Schools - Sonoma (#2037), San Diego (#1758), and Los Angeles (#1751).

#### **Fiscal Impact:**

\$10,000 one-time implementation fees, effective fiscal year 2022-2023\$25,000 Annual subscription fees for 100 employees, effective fiscal year 2023-2024Total year one \$35,000

Fiscal Year 2022-2023 impact \$10,000 to be split by ADA California Pacific Charter - Los Angeles (#1751) \$5,025 California Pacific Charter - San Diego (#1758) \$3,337 California Pacific Charter - Sonoma (#2037) \$1,638

Fiscal Year 2023-2024 impact \$25,000 to be split by ADACalifornia Pacific Charter - Los Angeles (#1751)\$12,562.50California Pacific Charter - San Diego (#1758)\$8,342.50California Pacific Charter - Sonoma (#2037)\$4,095.00

2023-2024 fiscal impact split subject to change based on actual ADA of the schools.

## **UKG**

Effective Date: Effective as of the date of last signature of this Order **Customer Legal Name: California Pacific Charter Schools** Customer Address: 940 South Coast Drive #185 Costa Mesa, CA 92626

Contact Name: Corrie Amador Contact Title: Assistant Director of Human Resources Contact Email: camador@cal-pacs.org Contact Phone: (949) 996-4556 UKG Representative: Angie Harris UKG Division: SMB West

Initial Term: Commencing on the Effective Date through Thirtysix (36) months from Billing Start Date Billing Start Date: Five (5) months from the Effective Date of this Order Renewal Term: 12 months After the Initial Term, the Subscription Fee per annum increase: 5% Payment Terms: Net 30 Days Application Billing Frequency: Quarterly in advance

ORDER

#### 1. Applications:

Applications	Minimum Quantity	Employee Type	Subscription Fee
UKG Ready Time and Scheduling	100	Compensated Employee	USD 20.84
UKG Ready Payroll (includes Payroll Services with SmartCheck, U.S. only)			
UKG Ready HR			
UKG Ready Benefits (U.S. only)			
UKG Ready Leave Manager			
UKG Ready ACA Manager			
UKG Ready Learning			
UKG Ready Recruiting			
UKG Ready Performance			
UKG Ready Compensation			
UKG Ready People Insights			
Great Place to Work Certification – Assess Tier			
Please note that the UKG Applications are in the process of being rebranded.			
may appear in certain content, including the UKG Pro Online Documentation UKG works toward rebranding all content.	, invoices, this Orde	r and the Master Services	Agreement, while

The monthly subscription amount (number of employees multiplied by the applicable Subscription Fee) may increase or decrease if the number of employees increases or decreases, but in no event shall the monthly Subscription Fee be calculated on less than the Minimum Quantity above.

#### 2. Services

Services	Launch Quantity	Total Price
Launch Fee	120	USD 10,000.00

The Launch services are based on the Launch Quantity above. In the event that the number of Customer's employees exceeds 110% of the Launch Quantity above as of the applicable Application live date, then Customer agrees to pay UKG \$100.00 per each additional employee. For clarification purposes, this additional Launch fee if applicable shall only be charged to Customer as of the applicable Application live date and Customer shall not be charged for any additional Launch fees subsequent to that date.

The Launch services shall be provided to Customer for only the services as set forth in the Statement of Work which is made a part hereof and incorporated by reference as Exhibit 1. Launch services outside of the scope of the Statement of Work shall be quoted to Customer and agreed upon by the Parties in writing.



#### 3. Payment Terms

#### A. Subscription Fee

The Subscription Fees for the monthly Minimum Quantity are due quarterly and invoiced thirty (30) days in advance of the quarter. The Subscription Fees for the first quarter based on the Minimum Quantity will be due thirty (30) days from the Billing Start Date of this Order and is payment for the quarter commencing on the Billing Start Date.

To reconcile for actual employee counts, promptly following the end of each quarter term starting from the Billing Start Date, UKG will invoice Customer for the actual number of employees in each month of the previous quarter term that exceeded the Minimum Quantity.

#### B. Launch Fee

The Launch Fee is due on the Effective Date of this Order.

4. Great Place to Work Certification – Assess Tier is subject to the Agreement and the supplemental terms located at: http://www.ukg.com/supplement/GPTWCertification

#### 5. General Provisions

Unless otherwise indicated herein, this Order is subject to the terms and conditions of that certain Master Services Agreement between the parties effective as of the date of last signature of the Parties to such Master Services Agreement ("Master Services Agreement") along with various addenda, supplements, amendments, etc. to same (hereafter "Agreement"). This Order, and the Exhibits attached hereto and made a part hereof, constitutes an integral part of the Agreement and represents, together with the Agreement, the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral or written communications between the parties about its subject matter. All other terms and conditions of the Agreement are reaffirmed and remain unchanged by this Order. Capitalized terms not otherwise defined in this Order shall have the same meanings ascribed to them in the Agreement . Unless expressly provided for in this Order, in the event of a conflict between the provisions contained in the Agreement and those contained in this Order, the provisions contained in the Agreement shall prevail.

This Order is subject to applicable Taxes. The actual tax amount to be paid by Customer will be show on Customer's invoice. If you are tax exempt; please provide a copy of your "Tax Exempt Certificate".

The parties agree that any signature (including but not limited to any electronic symbol attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record) hereto shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law, and the parties hereby waive any objection to the contrary.

The Parties executing this Order below certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Order. The Parties hereby confirm and agree that this Order is effective at the Effective Date as set forth above and that all terms and conditions have been agreed to:

California Pacific Charter Schools	UKG Inc.
Signature:	Signature:
Name:	Name:
Title:	Title:
Signature Date:	Signature Date:

#### Exhibit 1 Statement of Work

This Statement of Work (SoW) outlines the scope of services to be provided by UKG (Ultimate Kronos Group) for the implementation of the Application(s) in the Order.

The scope of services described herein are fixed price based and subject to the same terms and conditions as the corresponding UKG Order. Unless otherwise defined herein, words and expressions defined in the Order shall have the same meaning in this Statement of Work.

UKG's Launch methodology ("Launch") provides proven and repeatable processes that are supported with UKG standard tools, templates and proven training paths that deliver a successful launch of the Application(s). UKG and the Customer will collaborate throughout the Launch process performing tasks such as requirements workshops, system configuration, data conversion, integration configuration, testing cycles, production support, and project management.

With Launch, UKG uses its proven methodology to provide training and services to deploy the Application(s). Launch will be delivered as described in this document.

#### 1. Introduction to Launch

#### **Deployment Strategy**

The deployment of the Application(s) is a collaborative endeavor. UKG will work with Customer to determine the most logical and efficient deployment plan of the Application(s) based upon, Application(s) purchased, and Launch duration outlined in this document. This best practice approach will be tailored to Customer's business objectives.

#### Launch Methodology

The Launch methodology provides a framework that generally describes how the project will progress from the start to finish. The project team follows this framework to transition Customer's existing human capital management and workforce management (if applicable) functions from Customer's legacy provider to the Application(s). UKG's deployment methodology includes the following phases:

Launch Phase	Description
Welcome	Preliminary preparation involves four basic elements: UKG's internal readiness and team assignments, Customer preparation, a project team initial kick off meeting and Application(s) access.
Requirements	UKG will perform a discovery process by interviewing the Customer's subject matter experts from different functional areas. Information that has been gathered during the requirements phase is used to determine the current system set up, the new system definition requirements and allow UKG to determine the best fit between the Customer's business requirements and the UKG Application(s). A project timeline will be provided once requirements have been collected.
Build	This phase is designed to configure Customer's Application(s), build interfaces, and migrate employee data into UKG Ready from legacy system. This phase will also provide unit testing to ensure that each iteration delivers a fully configured component of the system.
Test	Testing involves functional testing and user acceptance testing for the applicable Application(s); including, but not limited to, parallel testing, dual maintenance, and validation.
Go-Live	This phase consists of UKG assisting the Customer with the up to two live processing periods, the rollout of the Application(s) and transition to support.

#### 2. Roles and Responsibilities

A successful Launch assumes Customer participation throughout the project as referenced in the *Roles and Responsibilities* sections of this document. UKG and the Customer's roles and responsibilities are described below.

A check mark in the grid below indicates each respective party's primary responsibilities.

Activities	UKG	Customer
Project Management		
Review the scope of services with Customer including contract documents and resource assignments	$\checkmark$	$\checkmark$
Manage UKG team's project resources, budget, and scope/deliverables to ensure they are being met per the project timeline	$\checkmark$	
Manage Customer team's project resources, budget, and scope/deliverables to ensure they are being met per the project timeline		$\checkmark$
Create status reports and facilitate status calls with project team	$\checkmark$	
Partner together to identify, manage, and resolve project issues	$\checkmark$	$\checkmark$
Provide Customer communications and general project-related management activities	$\checkmark$	
Create change management and training for managers and employees Welcome Phase		$\checkmark$
Provide Customer access to the Application(s) as contracted in the Order		
Share project goals and success criteria with UKG project team	,	
Participate in the kick-off meeting		√
Assist in defining necessary Customer resources and a training plan as part of the project plan	v √	V
Key project resources attend recommended training course(s) throughout implementation  Requirements Phase		$\checkmark$
Gather all available policy, procedure documentation, and business use cases to complete the data collection process		
Describe the expected solution, business processes, and business rules for all employee groups in scope during requirements meeting(s)		$\checkmark$
Facilitate rapid review, feedback, and signoff on all project documentation as required to meet project deadlines		$\checkmark$
Lead meeting(s) to gather business requirements and document configuration needs		
Provide Customer with a detailed project plan		
Build Phase		
Complete mutually agreed upon UKG configuration tasks and complete unit testing to validate configuration	$\checkmark$	$\checkmark$
Share data translations and field mapping specifications for all required fields in the UKG import templates for data conversion	$\checkmark$	
Provide source data for production processing in the UKG approved import template formats		√
Review and approve imported data according to the agreed upon schedule	I	
Create interfaces as defined during the Requirements phase of Launch		
Supply technical support required for system integration and data conversion	$\checkmark$	
Complete all administrative training through Learning Center in the UKG Ready Application		$\checkmark$
Create a plan for manager and end-user training		
Test Phase		
Complete interface data validation	$\checkmark$	
Perform functional/user acceptance and system testing	$\checkmark$	$\checkmark$
Execute manager and end-user training		$\checkmark$
SOC Sign-off on Production		$\checkmark$
<b>Go-Live Phase</b> Provide production support and post-live support for transition to UKG's Global Support		
team		
Perform project wrap-up activities, including closing open issues		$\checkmark$



#### 3. Deliverables

Below are the key project deliverables and related acceptance criteria that UKG will deliver in each phase of the implementation.

Deliverable	Activity	Acceptance Criteria
Welcome Phase		
Aligned expectations	UKG will transition the customer project from Sales to Services	Customer confirms project expectations aligns with Sales order
Project team transition	UKG will assign the Launch team to the specifics of the project	UKG and Customer prepare project for engagement with the Launch team
Requirements Phase		
Detailed Project Plan Project Requirements Document	UKG will refine and update the initial project plan UKG will provide Project Requirements Document	Customer receives and accepts the detailed project plan Customer receives and completes SOC (System and Organization Controls) sign off on the Project Requirements Document in UKG Ready
Completed Integration Specifications Document(s)* Build Phase	Customer will review Integration Synopsis Document(s) with UKG	Customer reviews the document(s) prior to development of interface(s)
Application(s) Configuration Build Review Call(s)	UKG builds Application(s) based on Requirements Document Customer to attend Build Review Call(s) hosted by UKG	UKG completes internal testing prior to hosting Build Review Call(s) Customer confirms the system is built according to the Requirements Document
Completed imports of all applicable employee data	Customer will review imported data with UKG and perform data validation	Customer confirms the system is built according to the Requirements Document
Completed Integration Development*	UKG completes the development of applicable integration(s) based on the approved Integration Synopsis Document(s)	UKG completes internal testing and validation prior to moving to customer/3 <sup>rd</sup> party testing and validation
Test Phase		
Complete Payroll Compare for 1 <sup>st</sup> Test Parallel. Provide issues resolution for 1 <sup>st</sup> parallel compare	Customer will participate in parallel testing and validate results	Customer confirms that all parallel testing results are accurate, and issues are resolved
Complete Payroll Compare for 2 <sup>nd</sup> Test Parallel. Provide issues resolution for 2 <sup>nd</sup> parallel compare	Customer will participate in parallel testing and validate results	Customer confirms that all parallel testing results are accurate, and issues are resolved
Complete Application Testing for UKG Ready	Customer will participate in Application testing and review results	Customer confirms that all testing is accurate through SOC (System and Organization Controls) sign off in UKG Ready
Completed Import of Check History, Balances, and all other Gc Live Relevant Imports	Customer review imported data with UKG and perform data validation	Customer confirms that all imported employee data is accurate
Completed Internal and External Testing of Integration(s)*	Customer will partner with external vendor(s) if applicable to complete all functional testing	Customer confirms that the integration(s) is working as designed. UKG will schedule and deploy based on this confirmation
Go-Live Phase		
Live Punching/Processing of UKG Ready	Customer will confirm decision to go live prior to Application's target active date or when system is ready for active use	Customer completes SOC (System and Organization Controls) sign-off for relevant Application(s) in UKG Ready

\*Note: Financial based integrations (e.g., 401k export) are provided in alignment with go live. All other interfaces are delivered as available.

#### 4. Training

Effective training is the key to high user adoption rates. Training that results in self-sufficient administrators, managers, and employees increases the efficiency of use of the Application(s) and Customer's business processes.

UKG's training model includes a role-based learning plan. Each role within Customer's organization has a specific set of courses required at specific points in Launch. Having role-based training classes ensures the Customer's team members are trained on the processes they will use in their day-to-day interactions with the Application(s).

The timing of this training is key. UKG aims to provide the training with as little time between training delivery date and system usage as possible. This provides for Customer's users to have an opportunity to reinforce the training through reallife application before they begin to lose the skills gained in training. End users (e.g., Managers and Employees) use a train the trainer model for learning. Customer is responsible for train-the-trainer learning for their managers and employees unless otherwise defined in the *Launch Guidelines/Assumptions* section of this document.

Core Training	UKG Delivered Value Incudes Access To:
Administrator and Super User Training	<ul> <li>Learning Center, UKG Ready's learning management system and training delivery platform, for each user. Learning experiences found within include, but are not limited to:         <ul> <li>Interactive self-paced, on-demand modules (English Only)"How to" videos and snippets (English Only)Printable job aids (English and French Only)</li> </ul> </li> <li>Recommended learning plan(s) aligned to each user's roles within UKG Ready</li> <li>Online, public instructor-led class(es)</li> <li>"Train the Trainer" enablement and materials         <ul> <li>Editable templates and tools to be leveraged by the administrators to deliver manager and employee training</li> <li>Manager and employee-focused job aids for common tasks within UKG Ready</li> </ul> </li> </ul>
Change Management and User Adoption Training	<ul> <li>Change management training for the project team on building a change management plan for Customer's organization</li> <li>Change management toolkit that includes pre-populated templates and supporting resources to be leveraged to deliver Customer's change management plan</li> </ul>

#### 5. Project Team Composition

Resource allocation and commitment are key drivers for a successful Launch. UKG uses employee resources and may use trained and approved consulting services resources ("Certified Partners") to assist in the performance of the Launch or consulting services under this Order Form. Customer hereby authorizes access by UKG, its affiliates, and Certified Partners to the Customer information necessary to perform such services which may include access to Customer's Confidential Information and Customer Data.

The team roles and key responsibilities are listed below. UKG will provide experienced industry experts specializing in specific areas of Launch. Customer will provide resources as described below in the Customer Team Resources section or as otherwise mutually agreed to in the project plan. **UKG Team Resources** 

Resource	Key Responsibilities
Services Manager	<ul><li>UKG project sponsor</li><li>Gains commitment for all project resources</li></ul>
Project Manager	<ul> <li>Primary point of contact</li> <li>Responsible for achieving project objectives by coordinating with all project resources on the timely completion of project tasks</li> <li>Develops and manages project schedule</li> </ul>

Resource	Key Responsibilities
	<ul> <li>Identify and develop project risk mitigation plan</li> <li>Communicates overall project status and provides project reporting</li> <li>Serves as initial point of escalation for all project related issues and coordinates activities needed for resolution</li> </ul>
Time Solution Consultant	<ul> <li>Primary UKG resource and functional Time Application expert</li> <li>Customer's day-to-day point of contact for all Application related service requests</li> <li>Completes Application configuration life cycle per the Launch methodology</li> </ul>
HR (Human Resources) Solution Consultant	<ul> <li>Primary UKG resource and functional HR (Human Resources) Application expert</li> <li>Customer's day-to-day point of contact for all application related service requests</li> <li>Completes Application configuration life cycle per the Launch methodology</li> </ul>
Payroll Solution Consultant	<ul> <li>Primary UKG resource and functional Payroll Application expert</li> <li>Customer's day-to-day point of contact for all Application related service requests</li> <li>Completes Application configuration life cycle per the Launch methodology</li> </ul>
Benefits Solution Consultant	<ul> <li>Primary UKG resource and functional Benefits Application expert</li> <li>Customer's day-to-day point of contact for all Application related service requests</li> <li>Completes Application configuration life cycle per the Launch methodology</li> </ul>
Talent Acquisition, Comp, Performance Solution Consultant	<ul> <li>Primary UKG resource and functional talent and compensation expert</li> <li>Customer's day-to-day point of contact for all Application related service requests</li> <li>Completes Application configuration life cycle per the Launch methodology</li> </ul>
Integration Consultant (As applicable)	<ul> <li>Responsible for integration file creation and delivery</li> <li>Works together with Customer to determine requirements for integration(s), deploys and schedules completed interface(s).</li> </ul>
Customer Success Consultant	Primary point of contact for post-live services related activities and transition to support

#### **Customer Team Resources**

Resource	Key Responsibilities
Executive Sponsor	<ul> <li>Customer project sponsor</li> <li>Gains commitment for all project resources</li> <li>Provides executive-level support to the project team</li> <li>Ensures that the needs of the project team are well represented and met by the steering committee</li> </ul>
Project Manager/Lead	<ul> <li>Primary point of contact</li> <li>Responsible for achieving project objectives by coordinating with Customer project resources on the timely completion of project tasks</li> <li>Communicates overall project status and provides project reporting to Customer steering committee if applicable</li> <li>Serves as Customer's initial point of escalation for all project related issues and coordinates activities needed for resolution</li> <li>Identify and manage project risks</li> </ul>

Resource	Key Responsibilities	
	<ul> <li>Channels the team's activities toward Application(s) configuration and executing the project</li> </ul>	
Time Subject Matter Expert	Customer's primary time representative and designated decision maker for time tracking	
HR (Human Resources) Subject Matter Expert	Customer's primary HR representative and designated decision maker for HR	
Payroll Subject Matter Expert	<ul> <li>Customer's primary payroll representative and designated decision maker for payroll</li> </ul>	
Benefits Subject Matter Expert	Customer's primary benefit representative and designated decision maker for benefits	
Talent Acquisition Subject Matter Expert	<ul> <li>Customer's primary talent acquisition representative and designated decision maker for talent acquisition</li> </ul>	
Education and Change Management Resource	<ul> <li>Customer's primary resource and designated decision maker for end user training and change management</li> </ul>	
System Administrator	Customer's primary resource for Application(s) configuration and system knowledge	
Technical Resource	• Customer's primary resource for technical issues related to data conversion, integrations, network, and Application(s) security	
Other Subject Matter Experts	Customer's primary resource and designated decision maker in their specific specialty area	

#### 6. Launch Guidelines

The following guidelines were used in preparing this Statement of Work:

#### **General Guidelines**

 The assigned UKG Project Manager will provide a finalized projected timeline once the requirements phase has been completed.

Note: The average launch duration for a full-suite core Application project is up to four months from project kickoff. Actual project duration may be compressed or elongated as influenced by customer preparation and engagement, customization of solution design, or additional value-added Application(s) ordered.

- Financial-based integrations (e.g., 401k export, payroll interface) are provided in alignment with go live.
- The customer and UKG team are to complete tasks as indicated in the roles and responsibilities of this document and as assigned in the final project plan by mutually agreed upon due dates.
- UKG will communicate with the Customer's project manager as the appointed point of contact responsible for all project management, communication, and preparation among all customer's parties (e.g., staff, vendors, consultants) and for any escalation and resolution.
- Customer holds sole responsibility for troubleshooting Application(s) or hardware not provided by UKG. However, UKG agrees to cooperate if the troubleshooting involves the integration or testing of UKG provided Application(s) with or on the Application(s) or hardware not provided by UKG.
- Changes in the scope of the launch or requirements are subject to review and may have an impact on the project timeline or cost. If additional work is required, a Change Order or new Statement of Work must be scoped, quoted, and signed.
- UKG will support up to two (2) in-production payroll processing periods, then transition customer engagement to
  UKG Success Care and Global Support for post-implementation support, provided that UKG will support one (1)
  additional in-production payroll processing period due to issues identified but not remedied during the initial two
  (2) periods.

#### **Delivery Guidelines**

• All project work and resource delivery are supported through a virtual (offsite) UKG Launch team; the customer's team is not required to travel to UKG for any part of the Launch process.

- If onsite work is preferred or required, exceptions can be requested from the UKG Services Manager. UKG has consulting service solutions that are not included as part of Launch but can be purchased as a value-added service.
- When travel is agreed upon as part of a custom Launch or service request, UKG will deliver the scope of this project utilizing a blended approach. A blended approach combines onsite and remote resources.
- For any UKG travel to a customer's location, travel expenses are not included and will be invoiced separately as incurred.

#### 7. Application(s) Assumptions

The following assumptions were used in preparing this Statement of Work, where available for purchase, if ordering:

Application/Service	Assumptions
UKG Ready Time	Deployment gets you started with the ability to accept punches and pay employees accurately through these core components: • Total Cost Centers • Profiles • Time off requests • Pay Calculations • Includes up to 15 individual profiles • Pay Prep • Security • Points • Tables • Rate • Holiday • Manager Levels • Employee Perspectives Scorecards • Workflows • Time Off Requests • Timesheet Change Requests • Schedules • Daily Rules • Work Schedule Profiles • Pay Periods • Counters • Time Off Categories • Reports • Includes 61 commonly used pre-configured reports** • Timekeeping Admin Training **Up to five (5) additional customer-specified reports will be configured by the UKG project team using the standard functionality in the software. The customer can continue to configure as many as needed.

UKG Ready HR	<ul> <li>Core functionality deployment gets you started by establishing HR as the system of record for employees, one of the most important foundational components through: <ul> <li>Core employee demographics</li> <li>Onboarding</li> <li>Checklists <ul> <li>Up to 10 will be configured by the UKG project team, however the Customer can configure as many as needed</li> </ul> </li> </ul></li></ul>
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	Personnel management
	Workflows
	<ul> <li>Up to 10 will be configured by the UKG project team, however t Customer can configure as many as needed</li> </ul>
	HR documents & forms
	<ul> <li>Up to 10 custom forms will be configured by the UKG project tea however the Customer can configure as many as needed</li> </ul>
	Incident tracking
	Certification / Credential
	Asset management
	Compliance reporting
	Standard reporting
	<ul> <li>One-Time data load using customer-supplied data for current year in standard UKG-supplied format</li> </ul>
	<ul> <li>Interface bundle using customer supplied data in standard file formats</li> <li>HR Admin Training</li> </ul>
	**Up to five (5) additional customer-specified reports will be configured by the UKG project team using the standard functionality in the software. The customer can continue to configure as many as needed.
	Deployment gets you started with the end-to-end payroll process with the ability to
	calculate gross-to-net, pay employees, adjust, and export data needed for tax filing
	(if using a provider other than UKG Payroll Services) through:
	Pay Period Profiles
	Up to two Parallel Payroll Tests
	Company Tax Setup (Jurisdictions)
	Custom Exports/Reports
	Company Deduction Types
	Company Earning Types
UKG Ready Payroll*	Configure Default Banks
	Workers Comp Types
*Recommend UKG Ready Payroll Services	Payroll History up to 4 Quarter of Current Year
	All Payroll Configurations Include:
	<ul> <li>Standard Dashboard Widgets</li> </ul>
	<ul> <li>Global Payroll Settings</li> </ul>
	<ul> <li>Standard Notifications</li> <li>Cl. (Conserve) Set Units</li> </ul>
	<ul> <li>GL (General Ledger) Set Up</li> <li>In house manual shock printing</li> </ul>
	<ul> <li>In-house manual check printing</li> </ul>
	• Employee Imports
	Vendor Payments (ACH/Check)     Dayroll Administrative Training
	<ul> <li>Payroll Administrative Training</li> <li>Note: If UKG Payroll Services has not been purchased, UKG will configure tax fili</li> </ul>
	Note: If one if ayour betwees has not been purchased, one will conligute tax in

California Pacific Charter S	chools - Regular Meeting of the Board of Directors - Agenda - Tuesday February 21, 2023 at 5:00 PM
	Deployment prepares you to manage post payroll calculation functions utilizing the services as indicated in the Payroll Processing Addendum through: • Election of services

- Confirmation of Funding method
- Testing of Funding bank account
- Tax Account ID, Frequency & Rate (Note: Services can only be provided for tax accounts with valid Tax ID provided)
- Balancing Current Year Payroll Tax Payments
  - Collection of Power of Attorney forms for all jurisdictions
- Delivery policy configuration

UKG Ready Payroll

\*Requires UKG Ready Payroll

Services\*

Hub\*

Ready.

and required

- Shipping account authorization and configuration
- Confirmation Multi-state new hire registration, if applicable
- Master Vendor maintenance ٠
- **Payroll Processing Notifications** ٠
- Tax Code configuration verification reporting •
- UKGPS New administrator training

Note: Customer must provide all requested information, including year-to-date payroll and tax payment information, valid tax account IDs for all active tax jurisdictions, and requested Power-of-attorney forms.

Enables data to flow between UKG Ready and 3rd party applications and/or vendors. UKG will deliver up to five (5) Financial / EDI (Electronic Data Interchange) Benefit Integrations plus three (3) additional interfaces as part of this project.

The customer is responsible for providing import files to UKG in the standard UKG Ready format and utilizing the standard UKG Ready delivery method. Each direction UKG Ready Integration (To/From) any 3rd party system and UKG is considered a separate interface.

\*Included with any above-Interfaces will be accomplished via standard flat-file exchange. Customer will work listed application, as available with UKG and 3rd party vendors to facilitate design, testing, and validation. All Benefit and Financial

Examples of interfaces/integrations that can be supplied under this project include:

- integrations require Benefits Schedule Import/Export 0 Hub, an Application of UKG Punch Import/Export Demographic Import/Export
  - Accruals Import/Export 0

Note: Non-templated, bidirectional, and/or API (Application Programming Interface) based integrations are not included in the scope of this project. If such services or reports are required, a separate quote will be provided.

UKG Ready Learning	<ul> <li>Creation of Learning Academy</li> <li>Learning Profile assignments</li> <li>Bulk Upload of Employee information to LMS (Labor Management System)</li> <li>Security settings</li> <li>Training enabling client to administrate: <ul> <li>Content creation</li> </ul> </li> </ul>		
	<ul> <li>Addition of Courses, Exams, OJTs, and Polls</li> <li>Assignment of sources to individuals or groups of employees</li> </ul>		
	<ul> <li>Assignment of courses to individuals or groups of employees</li> <li>Dechaged configuration for employees</li> </ul>		
	<ul> <li>Dashboard configuration for employees, managers, and administrators</li> </ul>		
	<ul> <li>Reporting functionality</li> </ul>		

UKG Leave Manager* *Recommend being used with UKG Ready Time, Accruals & HR	<ul> <li>Adds comprehensive leave administration through:</li> <li>Federal &amp; state leave policy enforcement</li> <li>Employer-specific leave policy enforcement</li> <li>Qualifying questionnaire</li> <li>Leave eligibility, type &amp; duration determination</li> <li>Leave hour interface with timesheets</li> <li>Leave case routing workflow</li> <li>Leave case life cycle monitoring</li> <li>Employee self-services leave request &amp; history</li> <li>Standard reporting &amp; email notification alerts</li> <li>One-Time data load using customer-supplied data of current leave cases, leave case entries &amp; entitlement balances in a standard UKG-supplied format</li> </ul>
UKG Ready ACA Manager* *Recommend being used with UKG Ready Time, HR & Payroll	<ul> <li>Provides proactive administration of your ACA (Affordable Care Act) compliance strategy across the UKG Ready solution through: <ul> <li>Configurable time periods &amp; rules</li> <li>Set measurement periods &amp; hours threshold</li> <li>Calculation of employee ACA (full-time (FT) status</li> <li>Identify employees ACA standing by month</li> <li>Flag part-time (PT) employees approaching ACA FT status</li> <li>Flag ACA FT employees no longer qualifying</li> <li>Calculation of plan's affordability (Requires UKG Payroll)</li> <li>Settings for minimum value plan (Requires UKG HR)</li> <li>Year-End government compliant forms</li> <li>Standard ACA compliance reporting</li> <li>One-Time Data load using customer-supplied data of employee hours for look back in a standard UKG-supplied format</li> </ul> </li> </ul>
UKG Ready Accruals* *Requires UKG Ready Time or Payroll	<ul> <li>Adds comprehensive accrual administration to UKG Ready Time by automatically enforcing your time-off policies through: <ul> <li>Consistent enforcement of policy</li> <li>Configurable calculation methods &amp; grants</li> <li>Time-Off routing &amp; approval workflow (requires Timekeeper)</li> <li>Time-Off requests at data collection devices</li> <li>Automatic updates to schedule &amp; timecard (requires Timekeeper)</li> <li>Visibility to projected balances</li> <li>Automatic balance reduction (requires Timekeeper or Payroll)</li> <li>View time-off calendars for groups</li> <li>Mobile access</li> <li>One-Time data load using customer-supplied data for current year in a standard UKG -supplied format</li> <li>Configure Accruals profiles and assign them to employees</li> </ul> </li> </ul>
UKG Scheduler* *Requires UKG Ready Time	<ul> <li>Provides automated tools and high-quality information to create accurate schedules aligning staffing requirements with budget and business demand through:</li> <li>Schedule build based on budget &amp; demand</li> <li>Fill w/best-fit employee preferences &amp; skills</li> <li>Configurable color-coded scheduling views</li> <li>Budgeting constraint visibility</li> <li>Configurable routing &amp; approval workflow</li> <li>Tools for determining schedule effectiveness</li> <li>Estimated cost of schedules</li> </ul>

UKG Ready Attestation* *Requires UKG Ready Time	<ul> <li>Provides documentation proof of compliance for required administration to UKG Time by automatically enforcing your policies through: <ul> <li>Configurable questions &amp; response choices</li> <li>Automated notification &amp; reminders</li> <li>Several employee prompts with workflows <ul> <li>Prompts differ based on attestation prompt</li> </ul> </li> <li>Workflows** <ul> <li>Functionality for the InTouch Clock vs. the Web may differ</li> <li>Full Audit Report</li> </ul> </li> <li>**Up to three (3) of each, as needed, will be configured by the UKG project team. The customer can continue to configure as many as needed.</li> </ul></li></ul>
UKG Ready People Insights* *Requires UKG Ready Time	Core functionality deployment gets you started by establishing standard views of common information helpful to business stakeholders. The standard views UKG will provide during this project include: Calculation of flight risk Configurable alerts using AIMEE Insights Standard reporting including pivot functionality Flight Risk Dashboard tile Voluntary Termination Reason Mapping (*In conjunction with HR Application)
UKG Ready Benefits* *Requires UKG Ready HR for benefit plan feeds and UKG Ready Payroll for retirement/401(k) feeds	<ul> <li>Deployment gets you started with the end-to-end benefit administration process with the ability to automate carrier connectivity through: <ul> <li>Employee Self-Service capabilities including open enrollment/life events</li> <li>Dependent and beneficiary record keeping</li> <li>One time data load of benefit enrollments, including dependents and beneficiaries</li> <li>Benefit maintenance training</li> <li>Ten (10) carrier feeds including benefit providers, COBRA connectivity to a TPA (Third Party Administrator), and Financial Connectivity</li> <li>Smart Forms</li> <li>Standard Reporting</li> </ul> </li> <li>Note: Each file needed, even to the same vendor, counts as one (1) feed.</li> </ul>
UKG Ready Compensation Manager* *Requires UKG Ready HR	<ul> <li>Automates the entire compensation management process from defining programs and guidelines through budgeting and modeling to routing proposals for approval through:</li> <li>Configurable compensation cycles</li> <li>Tie compensation to performance outcomes</li> <li>Import/export Excel based compensation proposals</li> <li>Routing &amp; approval workflows</li> <li>Complete compensation process visibility</li> <li>Budget vs. proposed comparison</li> </ul>



UKG Ready Performance Management* *Requires UKG Ready HR	<ul> <li>Provides performance management process from defining programs and guidelines through budgeting and modeling to routing proposals for approval through: <ul> <li>Full Performance Configuration**</li> <li>Performance Development - Customer will be trained on how to setup Goal Categories, Goal Types and how to assign them to Employees. Customers will be responsible for the setup of each development area.</li> <li>Succession Planning <ul> <li>Succession Planning</li> <li>Succession Metrics</li> <li>Up to 5 Succession Profiles will be configured by the UKG project team, however the Customer can configure as many as needed</li> <li>Customer will be trained in how to assign succession profiles to employees and manage the metrics</li> </ul> </li> <li>**Up to three (3) review profiles will be configured by the UKG project team. The customer can configure as many as needed.</li> </ul> </li> </ul>
UKG Recruiting* *Requires UKG Ready HR	<ul> <li>Provides proactive administration of your Recruitment strategy across the UKG Ready solution through: <ul> <li>Applicant Configuration</li> <li>Applicant Administration</li> <li>Job Requisitions</li> <li>Workflows**</li> <li>Checklists**</li> <li>Tracking/recruitment custom forms**</li> <li>Talent tracking: training, skills, certifications</li> <li>Communication and Notification templates**</li> <li>Standard reporting</li> </ul> </li> <li>**Up to five (5) of each, as needed, will be configured by the UKG project team. The customer can continue to configure as many as needed.</li> </ul>

#### 8. Service Requests

Requests for change to this Statement of Work or the project it covers must be submitted to your project manager in writing or in the form of an electronic service request. Any of the following items will be considered out of scope and require a service request:

- o Material changes in the scope or effort (i.e., # of deployments or EIN's, request of onsite assistance, etc.)
- Material changes in the number or type of deliverables to meet the defined scope of effort (i.e., additional integration, profiles, etc.)
- o Changes to the project resource requirements
- o Changes to the Launch duration, i.e., changes to scheduled dates after acceptance of the Project Plan

UKG will estimate the time and costs needed to implement the change and the impact it may have on the delivery of the project. UKG will perform the requested work once the service request has been completed and signed by the Customer.

#### 9. Completion Criteria

The project covered under this Statement of Work will be considered complete when any one of the following completion criteria is met, and no further Application configuration work is to be done as part of the originally ordered implementation. If additional work is required, a Change Order or new Statement of Work must be scoped, quoted, and signed.

- The customer has affirmed approval in writing
- The system has been used to generate, retain, or export data that is used to produce a live pay statement for an active employee
- o Material changes to the project resource requirements
- o Material changes to the Launch duration
- o More than twelve (12) months has passed since the date of signature of the Ready Order Form

#### Exhibit 2 UKG READY BENEFITS

Customer is purchasing UKG Ready Benefits as further described herein and in the applicable Order and as such, the following terms and conditions apply:

#### 1. CONNECTIVITY AND ACCESS; SERVICES AND APPLICATION NOTICES

Customer agrees to receive electronic communications relating to Customer's use of the Services and Applications. UKG may communicate with Customer by email or by posting notices within the Applications. Customer agrees that all agreements, notices, disclosures and other communications that are provided to Customer electronically satisfy any legal requirement that such communications be in writing. All notices intended for receipt by Customer will be deemed delivered and effective when sent to the email address that Customer provides within the Applications. By creating an account, submitting information or otherwise providing UKG with Customer's email address, postal address or phone number, Customer is agreeing that UKG or the UKG's agents may contact Customer at that address or number in a manner consistent with UKG's Privacy Policy.

#### 2. DISCLAIMERS

UKG IS A TECHNOLOGY PLATFORM PROVIDER AND MAKES NO REPRESENTATIONS AND/OR WARRANTIES WITH RESPECT TO, AND HAS NO RESPONSIBILITY OR LIABILITY IN CONNECTION WITH, THE OPERATION, PERFORMANCE OR SUITABILITY OF, ANY THIRD PARTY BENEFIT OR INSURANCE PRODUCT OR SERVICE AVAILABLE FOR ENROLLMENT, REGISTRATION, USE OR CONNECTION THROUGH THE SERVICE. UKG IS NOT RESPONSIBLE FOR ACCURACY OF THE DATA COMMUNICATED. CUSTOMER FURTHER RECOGNIZES THAT IN THE DELIVERY OF THE SERVICE, UKG MAY WORK WITH THIRD PARTY PROVIDERS AND UKG CANNOT BE AND IS NOT LIABLE FOR ISSUES, ACTIONS AND/OR OMISSIONS ON THEIR PART.

#### 3. DATA SECURITY AND PRIVACY; HIPAA

In the event that UKG will create, receive, maintain or transmit protected health information ("PHI" as defined under HIPAA) on behalf of Customer in providing the Services, Customer agrees to disclose the fact that Customer is a covered entity or business associate (as defined under HIPAA) to UKG prior to entering into the order and the Parties agree to enter into a HIPAA business associate agreement prior to Customer transmitting and/or UKG accessing any PHI. If applicable, the HIPAA business associate agreement is hereby incorporated by reference into the Agreement.

#### 4. NATIONAL AUTOMATED CLEARING HOUSE (NACHA) AGREEMENT

Customer agrees not to provide UKG with any payroll information or entries which violate the laws or regulations of the United States or of any state or jurisdiction in which Customer does business. Customer agrees to be in compliance with all National Automated Clearing House Association ("Nacha") Operating Rules and Guidelines and to notify UKG in advance if any transactions would be considered International ACH Transactions ("IATs"). UKG's policy is not to process IATs. Customer agrees to indemnify UKG against any loss experienced by UKG due to Customer's noncompliance with Nacha Operating Rules and Guidelines. UKG and its originating financial institution maintain the right to audit compliance with the Agreement and to terminate the Agreement for noncompliance with the Nacha Operating Rules and Guidelines.

#### 5. GENERAL

5.1 All notices given under the Agreement, except electronic notices from UKG to Customer relating to the Services and Applications, shall be in writing and sent postage pre-paid, if to UKG, to the UKG address on the Order Form, or if to Customer, to the billing address on the Order Form.

5.2 These Terms do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

5.3 Customer acknowledges and agrees that any regulated financial services, including regulated aspects of any applicable payment services provided hereunder will be performed by Kronos SaaShr, Inc. Customer further acknowledges and agrees that any regulated third party administrator services provided hereunder will be performed by EverythingBenefits, Inc. Both Kronos SaaShr, Inc. and EverythingBenefits, Inc., are subsidiary companies of UKG Inc.

#### **Master Services Service Agreement**

This Master Services Agreement (the "Agreement") is made between California Pacific Charter Schools ("Customer") and UKG Inc., a Delaware corporation, ("UKG") and is effective as of the date of last signature ("Effective Date"). The terms and conditions set forth below shall apply to the UKG supply of the commercially available version of the UKG Software as a Service ("SaaS") Applications in UKG's hosting environment and the services related thereto, and Customer wishes to use the Applications as specified on a UKG Order on a subscription basis. In consideration of the covenants and agreements contained herein, Customer and UKG hereby agree as follows:

#### 1. Definitions

"Affiliates" means those UKG or Customer entities that directly or indirectly control, are controlled by, or are under common control with UKG or Customer, respectively. "Control" (in this context) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which the determination is being made through the ownership of the majority of its voting or equity securities, contract, voting trust or otherwise.

"Agreement" means these terms and conditions, including all exhibits, schedules, and attachments hereto together with the Order(s) and schedules and attachments thereto, including any other terms incorporated into this Agreement by reference.

"**Applicable Law(s)**" means any applicable provisions of all laws, codes, legislative acts, regulations, ordinances, administrative rules, rules of court, and court orders which govern the Party's respective business.

"Application(s)" or "SaaS Application(s)" means those UKG SaaS application programs set forth on an Order which are made accessible for Customer to use under the terms of this Agreement on a subscription basis.

"Billing Start Date" as indicated on the applicable Order.

"Customer Data" means all content, or data, which Customer or others acting on behalf of or through Customer, posts or otherwise inputs into the Applications, including but not limited to Personal Data.

"**Documentation**" means the published online technical specifications for the Applications, such as user manuals and administrator guides.

"Initial Term" means the initial term of the Services as indicated on the Order.

"Subscription Fee(s)" means the monthly fees described in an Order.

**"Order"** means an Order mutually agreed upon by UKG and Customer, signed contemporaneously with this Agreement or referencing this Agreement, setting forth, among other things, the items ordered by Customer and to be provided by UKG and the fees to be paid by Customer, subject to the terms of this Agreement.

Party" or "Parties" means UKG or Customer, or both of them, or their Affiliate(s), as the context dictates.

"**Personal Data**" means any direct or indirect information concerning individually identifiable persons that is protected against disclosure under international, federal, state, and local laws, rules, regulations, directives, and published governmental or regulatory decisions that specify data privacy, data protection or data security obligations, and which, in each case, have the force of law applicable to a Party's collection, use, processing, storage, or disclosure of such information. The term "Personal Data" includes "personal data" (as defined in GDPR), "personal information" (as defined in the CCPA), and other similar terms used in applicable data protection laws such as "personally identifiable information".

"Renewal Term" means the renewal term of the Services as indicated on the Order.

"Services" means accessibility to the commercially available version of the Applications, and all such services, items and offerings as set forth in an Order.

"Term" means the Initial Term and any Renewal Terms thereafter.

#### 2. Term

**2.1** The Term of this Agreement commences on the Effective Date and shall continue until the stated term in all Order(s) has expired or until terminated in accordance with the provisions hereof.

2.2 Either party may terminate the Services and this Agreement to be effective at the expiration of the then current Term

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upon no less than sixty (60) days prior written notice.

**2.3** Either party may terminate the Services and the Agreement upon a material breach of the Agreement by the other party if such breach is not cured within thirty (30) days after receipt of written notice.

2.4 If the Agreement is terminated for any reason:

(a) Customer shall pay UKG within thirty (30) days of such termination, all fees accrued under this Agreement prior to the effective date of such termination, provided however, if Customer terminates for material breach of the Agreement by UKG, UKG shall refund Customer any pre-paid fees for services not delivered by UKG;
(b) Customer's right to access and use the Applications shall be revoked and be of no further force or effect;
(c) Customer and UKG agrees to timely return or destroy any Confidential Information of the other party, with any retained Confidential Information remaining subject to this Agreement ; and
(d) All provisions in the Agreement, which by their nature are intended to survive termination, shall so survive.

**2.5** Unless otherwise mutually agreed to by the parties, Customer Data shall be available to Customer to retrieve at any time and at no additional charge throughout the Term and for no more than thirty (30) days after expiration or termination of the Agreement for any reason. After such time period, UKG shall have no further obligation to store or make available the Customer Data. UKG will delete Customer Data after Customer's rights to access the Services and retrieve Customer Data have ended.

#### 3. Fees and Payment

**3.1** Customer shall pay the fees, on the payment terms and in the currency indicated in the Order or subject to Section 13.9 below. Customer is responsible for all applicable taxes relating to the goods and services provided by UKG hereunder (including without limitation GST and/or VAT if applicable), excluding taxes based on UKG's income or business privilege. Any invoices not disputed within sixty (60) days from the date of receipt will be deemed undisputed and due. All undisputed invoices not paid within sixty (60) days after the date such amounts are due and payable shall bear interest at a rate of one and one half percent (1.5%) per month.

**3.2** Subscription Fees shall be based on monthly periods that begin on the Billing Start Date. Subscription Fees for Services added on or before the 15<sup>th</sup> day of a given month will be charged for that full monthly period and each monthly period of the Term thereafter; Subscription Fees for Services added after the 15<sup>th</sup> day of a given month will begin to accrue as of the 1<sup>st</sup> day of the following month and will be charged for each monthly period of the Term thereafter. Subscription Fees shall be invoiced promptly following the end of the calendar month in which the Subscription Fees were accrued. UKG will monitor Customer's "Usage" of the Services (as defined below) in order to calculate the Usage portion of the Subscription Fees to be charged. Usage of the Services, depending on applicable features, components, or services, shall be priced as identified on the Order either on a: (a) per month basis; (b) per active employee (herein "Active Employee") or compensated employee (herein "Compensated Employee") per month usage basis; (c) per transaction basis (e.g. pay statement); or, (d) per access point. For purposes of the Agreement, an employee shall be deemed an Active Employee or Compensated Employee, as applicable on an Order, during any applicable billing period if through the Services: (i) time has been entered for such employee; (ii) records have been included for such employee for the purpose of processing payroll; (iii) records have been included for such employee has accessed the Services, regardless of the purpose; (v) benefit time has been accrued for such employee; or (vi) such employee has been marked by Customer as having an "Active" status during the period.

**3.3** If any undisputed amount owing under this or any other agreement between the parties is thirty (30) days or more overdue, UKG may, without limiting UKG's rights or remedies, suspend Services until such undisputed amounts are paid in full. UKG will provide at least ten (10) days prior written notice that Customer's account is overdue before suspending Services.

**3.4** After the Initial Term, as such term is defined in the applicable Order, UKG may increase the Subscription Fees as further set forth in an Order. The increased Subscription Fees will be reflected in the monthly invoice following the effective date of such increase without additional notice.

#### 4. Rights to Use

4.1 Customer is permitted to use the Services for its own internal business purposes, including for its employees and the employees of its Affiliate, provided Customer: a) abides by its obligations to protect Confidential Information as set forth in this Agreement; b) remains responsible for all such third party usage and compliance with the Agreement; (c) does not provide such access to a competitor of UKG who provides human capital management services or workforce management services; (d) and (d) Customer will notify UKG promptly if it learns of any unauthorized use of any access credentials or any other known or suspected breach of security. Customer shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Agreement.

**4.2** Customer shall not reverse compile, disassemble or otherwise convert the Applications, including without limitation, any third party components, or other software comprising the Services into uncompiled or unassembled code. Customer may not

provide service bureau or other data processing services that make use of the Services without the express prior written consent of UKG. When using and applying the information generated by the Services, Customer is responsible for ensuring that Customer complies with applicable laws and regulations.

4.3 Customer acknowledges and agrees that, as between Customer and UKG, UKG retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein and under any other agreement in writing with Customer, Customer shall not obtain or claim any rights in or ownership interest to the Services or any associated intellectual property rights in any of the foregoing. No license, right, or interest in any UKG trademark, trade name, or service mark or those of any third party supplying technology as part of the Applications, is granted hereunder. Customer agrees to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by Customer through the Services.

**4.4** Customer acknowledges that the Services may change from time to time as required by changes to normal business conditions. As such, UKG will make updates and upgrades to the Services (tools, utilities, improvements, third party applications, general enhancements) available to Customer at no charge as they are released generally to its customers as part of the Services. Customer agrees to receive those updates automatically as part of the Services. In any event, UKG shall make changes that are equivalent or better and will not downgrade the products or services offered to Customer as of the effective date of an Order. UKG also may offer new products and/or services to Customer at an additional charge. Customer shall have the option of purchasing such new products and/or services under a separate Order or as otherwise set forth in this Agreement.

**4.5** Benefits Center. If Customer has purchased the Benefits Center offering as indicated on an Order, the terms and conditions located at <u>https://www.ukg.com/benefits-center-terms-and-conditions</u> will apply. The Benefits Center offering is only available within the United States.

#### 4.6 Customer is responsible for complying with the Acceptable Use Policy which can be found at:

<u>https://www.ukg.com/policies/acceptable-use</u>. "Acceptable Use Policy" and "AUP" are interchangeable terms referring to the policy describing prohibited uses of the service as further described in the link. UKG and its third party cloud sub-processor reserve the right to review Customer's use of the service and Customer Data for AUP compliance and enforcement. If UKG discovers an AUP violation, and UKG reasonably determines that UKG must take immediate action to prevent further harm, UKG may suspend Customer's use of the service immediately without notice. In such event, UKG will contact Customer when UKG suspends the service to discuss how the violation may be remedied, so that the service may be restored as soon as possible. If UKG does not reasonably believe it needs to take immediate action, UKG will notify Customer of the AUP violation. Even if UKG doesn't notify Customer or suspend the service, Customer remains responsible for any such AUP violation. UKG will restore the service once the AUP violation is cured or as both Parties may agree.

#### 5. Connectivity and Access

Customer acknowledges that Customer shall be responsible for securing, paying for, and maintaining connectivity to the Services (including any and all related hardware, software and third party services). UKG is hereby (i) granted access to such Customer Data to perform its obligations under the Agreement and (ii) authorized to audit the number of employee counts or other transactions that have occurred to measure Usage.

#### 6. Educational Materials and Support

**6.1** Standard Support. UKG will provide telephone support 8:00 a.m. to 5:00 p.m., local time, Monday – Friday. Customers also shall be provided the capability to log questions online via the UKG Customer Portal.

**6.2** Educational Materials and Content. Customer will have access to certain educational materials and content (the "Educational Content") within the Services. Customer recognizes and agrees that the Educational Content is copyrighted by UKG. Customer is permitted to make copies of the Educational Content provided in \*pdf form solely for Customer's internal training purposes and may not disclose such Educational Content to any third party other than Customer's employees. Customer may not edit, modify, revise, amend, change, alter, customize or vary the Educational Content without the written consent of UKG, provided that Customer may download and modify contents of Training Kits solely for Customer's internal use.

**6.3** Technical Account Manager. Customers purchasing a UKG Technical Account Manager ("TAM") as indicated on the Order shall receive the services of a dedicated, but not exclusive, TAM for one production instance of the Software. Customer will designate up to two primary and three secondary backup technical contacts ("Technical Contacts") to be the sole contacts with the TAM. Upon request, Customer may designate a reasonable number of additional and/or backup Technical Contacts. Customer is required to place all primary Technical Contacts through UKG training for the Applications covered under this Agreement at Customer's expense.



#### 7. Service Level Agreement

UKG shall: (a) provide basic support for the Services at no additional charge, (b) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (i) planned downtime in accordance with UKG'S standard maintenance windows, or (ii) any unavailability caused by circumstances beyond UKG'S reasonable control, including without limitation, acts of nature, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving UKG employees), internet service provider failures or delays, or denial of service attacks, and (c) provide Services in accordance with applicable laws and government regulations.

#### 8. Limited Warranty; Disclaimers of Warranty

8.1 UKG represents and warrants to Customer that the Applications, will perform substantially in accordance with the Documentation during the Term.

8.2 UKG's sole obligation and Customer's sole and exclusive remedy for any breach of the foregoing warranty is limited to UKG's reasonable commercial efforts to correct the non-conforming Applications at no additional charge to Customer. UKG's obligations hereunder for breach of warranty are conditioned upon Customer notifying UKG of the material breach in writing and providing UKG with sufficient evidence of such non-conformity to enable UKG to reproduce or verify the same.

**8.3** EXCEPT AS PROVIDED FOR IN THIS AGREEMENT, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, UKG HEREBY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, GUARANTIES AND REPRESENTATIONS RELATING TO THE SERVICES, EXPRESS OR IMPLIED, ORAL OR IN WRITING, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WHETHER OR NOT ARISING THROUGH A COURSE OF DEALING. THE SERVICES ARE NOT GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, UKG MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF THE SERVICES OR THE SAAS APPLICATIONS NOR ANY RESULTS TO BE ACHIEVED THEREFROM.

#### 9. Data, Security and Privacy

**9.1** Customer shall retain ownership of the entire right, title and interest in and to Customer Data. No ownership rights in Customer Data will transfer to UKG.

**9.2** Customer grants to UKG a non-exclusive, perpetual, irrevocable, worldwide license to use, sample, collect, and compile Customer Data in aggregated, de-identified form, that does not identify Customer, its users, employees or Customer Confidential Information, and that is stripped of all persistent identifiers (e.g. device identifiers, IP addresses, and cookie ID's), for the purposes of UKG's providing or maintenance of, improvement to, and operation of the Services or for any new or different products or services.

**9.3** UKG shall provide administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Customer Data as set forth in Exhibit A "Data Security and Privacy". Customer acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Customer should consider any particular UKG supplied security-related safeguard as just one tool to be used as part of Customer's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under the Agreement.

#### 10. Indemnification

10.1 UKG shall defend Customer and its respective directors, officers, and employees (collectively, the "Customer Indemnified Parties"), from and against any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party (each a "Claim") alleging that the permitted uses of the Services infringe or misappropriate any United States or Canadian copyright or patent and will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, obligations, costs or expenses (including, without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claim by a court of applicable jurisdiction, or as a result of UKG's settlement of such a Claim.

10.2 In the event that a final injunction is obtained against Customer's use of the Services by reason of infringement or misappropriation of such copyright or patent, or if in UKG's opinion, the Services are likely to become the subject of a successful claim of such infringement or misappropriation, UKG, at UKG's option and expense, will use commercially reasonable efforts to (a) procure for Customer the right to continue using the Services as provided in the Agreement, (b) replace or modify the Services so that the Services become non-infringing but remain substantively similar to the affected Services, and if neither (a) or (b) is commercially feasible, to (c) terminate the Agreement and the rights granted hereunder after provision of a refund to Customer of the Subscription Fees paid by

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Customer for the infringing elements of the Services covering the period of their unavailability.

10.3 UKG shall have no liability to indemnify or defend Customer to the extent the alleged infringement of the Application is based on: (a) a modification undertaken by Customer, or on behalf of Customer; (b) use other than as authorized by the Agreement; or (c) use in conjunction with any data, equipment, service or software not provided by UKG, where the Application would not otherwise infringe or otherwise be the subject of the Claim.

**10.4** Customer shall defend UKG, its directors, officers, and employees (collectively, the "**UKG Indemnified Parties**") harmless, from and against any and all Claims alleging that: (a) employment-related claims arising out of Customer's configuration of the Services; (b) Customer's modification or combination of the Services with other services, software or equipment not furnished by UKG, provided that such Customer modification or combination is the cause of such infringement and was not authorized by UKG; or, (c) a claim that the Customer Data infringes in any manner any intellectual property right of any third party, or any of the Customer Data contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality. Customer will indemnify and hold harmless the UKG Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claims by a court of applicable jurisdiction or as a result of Customer's settlement of such a Claim.

**10.5** The Indemnified Party(ies) shall provide written notice to the indemnifying party promptly after receiving notice of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party shall be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party shall have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying party shall not enter into any settlement which imposes any obligations or restrictions on the applicable Indemnified Parties without the prior written consent of the other party. The Indemnified Parties shall cooperate fully, at the indemnifying party's request and expense, with the indemnifying party in the defense, settlement or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

#### 11. Extent and Limitations of liability

**11.1** THE TOTAL AGGREGATE LIABILITY OF UKG TO CUSTOMER IN CONNECTION WITH THE AGREEMENT SHALL BE LIMITED TO ACTUAL AND DIRECT DAMAGES PROVEN BY CUSTOMER, SUCH DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY UKG FOR THE SERVICES IN THE EIGHTEEN (18) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH SUCH CLAIM ARISES.

**11.2** UKG WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM DELAYS, NON-DELIVERIES, MIS-DELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICES OR THE AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, WHETHER BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER UKG AND CUSTOMER HAVE TOLD EACH OTHER THAT EITHER ONE IS CONCERNED ABOUT PARTICULAR TYPE OF LIABILITY, LOSS OR DAMAGE.

#### 12. Confidential Information

**12.1** "Confidential Information" means any non-public information of a party relating to such entity's business activities, financial affairs, technology, marketing or sales plans that is disclosed pursuant to this Agreement and reasonably should have been understood by the receiving party, because of (i) legends or other markings, (ii) the circumstances of disclosure or (iii) the nature of the information itself, to be proprietary and confidential to the disclosing party. Each Party shall protect the Confidential Information of the other Party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such Party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither Party shall disclose to third parties the other Party's Confidential Information or use it for any purpose not explicitly authorized herein, without the prior written consent of the other Party. The obligation of confidentiality shall survive for five (5) years after the return of such Confidential Information to the disclosing party or five (5) years after the return of such Confidential Information to the disclosing party or five (5) years after the expiration or termination of the Agreement, whichever is later, as applicable.

**12.2** Notwithstanding the foregoing, a party may disclose Confidential Information to the extent required: (a) to any subsidiary or Affiliate of such Party, or (b) to any consultants, contractors, and counsel who have a need to know in connection with the Agreement and have executed a non-disclosure agreement with obligations at least as stringent as this Section 12, or (c) by law, or by a court or governmental agency, or if necessary in any proceeding to establish rights or obligations under the Agreement; provided, the receiving party shall, unless legally prohibited, provide the disclosing party with reasonable prior written notice sufficient to permit the disclosing party an opportunity to contest such disclosure. If a party commits, or threatens to commit, a breach of this Section 12, the other party shall have the right to seek injunctive relief from a court of competent jurisdiction.

**12.3** This Agreement imposes no obligation upon either Party with respect to the other Party's Confidential Information which the receiving Party can establish: (a) is or becomes generally known through no breach of the Agreement by the receiving party, or (b) is already known or is independently developed by the receiving party without use of or reference to the Confidential Information.

#### 13. GENERAL

**13.1** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to any conflict of law provisions. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of the Agreement and waive and "opt out" of the Uniform Computer Information Transactions Act (UCITA), or such other similar law as may have been adopted.

**13.2** The invalidity or illegality of any provision of the Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.

**13.3** This Agreement cannot be assigned by a Party without the prior written consent of the other Party; provided, however, that either Party may assign this Agreement to one of its Affiliates, or to a person or entity that acquires by sale, merger or otherwise, all or substantially all of its assets, stock or business.

**13.4** Neither Party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement (other than a failure to comply with payment obligations) where and to the extent that such failure or delay results from an unforeseeable event beyond a party's reasonable control, including but not limited to, acts of war; acts of nature; earthquake; flood; embargo; riot; sabotage; labor shortage or dispute; changes in government codes, ordinances, laws, rules, regulations or restrictions; failure of the Internet; terrorist acts; failure of data, products or services controlled by any third party, including the providers of communications or network services; utility power failure; material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders therefor, or lack of or delay in transportation (each a "Force Majeure Event").

**13.5** When either Party needs to provide official notification under this Agreement, those notices must be in writing and considered delivered upon actual receipt. Any cure period pursuant to Section 2 will begin on the date the notice is received. All Customer notices must be sent to the following:

UKG Inc. 900 Chelmsford Street Lowell, MA 01851 Attention: Elizabeth McCarron, EVP Chief Legal Officer

**13.6** The Parties agree that UKG shall be entitled to refer to the Customer as a UKG customer, including the use of Customer's name and Customer's logo, on public platforms that include but are not limited to lists of UKG's customers, and on UKG's website.

**13.7** The section headings herein are provided for convenience only and have no substantive effect on the construction of the Agreement.

**13.8** The parties agree that if the Agreement is accepted by the parties and that acceptance is delivered via fax, e-signature, or electronically delivered via email or the internet it shall constitute a valid and enforceable agreement.

**13.9** Use of the Service includes the ability to enter into agreements and/or to make transactions electronically through the UKG application site (currently the UKG marketplace). AS SUCH, CUSTOMER ACKNOWLEDGES THAT WHEN IT INDICATES ACCEPTANCE OF AN AGREEMENT AND/OR TRANSACTION ELECTRONICALLY, THAT ACCEPTANCE WILL CONSTITUTE ITS LEGAL AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. THIS ACKNOWLEDGEMENT THAT CUSTOMER INTENDS TO BE BOUND BY SUCH ELECTRONIC ACCEPTANCE APPLIES TO ALL AGREEMENTS AND TRANSACTIONS CUSTOMER ENTERS INTO THROUGH THE SERVICE, SUCH AS ORDERS, CONTRACTS, STATEMENTS OF WORK, AND NOTICES OF CANCELLATION.

13.10 No third-party beneficiaries exist under this Agreement.

**13.11** This Agreement (and any information in any referenced exhibit, schedule, attachment, or annex, or at any referenced URL or specifically incorporated by reference), together with the applicable Order(s), constitute the entire agreement between the parties for the Services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. If Customer uses its own purchase order as an Order Form, no pre-printed terms of that purchase order shall apply to the items ordered, and any reference to a UKG quote number or order number shall be deemed to incorporate that UKG quote or order form into Customer's purchase order. This Agreement may be amended only in writing signed by authorized representatives of both parties.

**13.12** The person signing this Agreement and an Order on behalf of UKG and on behalf of Customer represent that they are lawfully able to enter into contracts and are authorized to sign this Agreement and the Order(s) and bind the entity on whose behalf they are entering into this Agreement and Order.

The Parties hereby confirm and agree that this Agreement is effective at the date signed below and that all terms and conditions have been agreed to:

California Pacific Charter Schools	UKG Inc.
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

#### <u>Exhibit A</u> Data Privacy and Security

1. Information Security Management Program. In the course of providing the Services, UKG may process, collect, transfer, store and use Customer Data, as defined in the Agreement. UKG shall maintain an information security management program in accordance with generally accepted industry standard practices that include reasonable administrative, technical, and physical safeguards to protect assets and Customer Data from loss, misuse, unauthorized access, disclosure, alteration, and destruction as further set forth herein.

#### 2. Audits.

(a) ISAE3402 / SSAE 18 (SOC 2) Audit: UKG shall ensure compliance with ISAE3402/SSAE 18 AICPA Trust Principles for Security, Confidentiality, Privacy, and Availability (SOC 1 and SOC 2), and will undergo an audit each year for the purposes of examining the relevant controls with respect to the Applications. Such audits shall be carried out by an independent, certified third party and the resulting summary reports shall be provided to Customer upon request.

(b) Audit by Customer: Customer shall have the right to receive assurances of the measures agreed upon to maintain data security and adequate data protection. Customer may exercise this audit right granted to it either personally or appoint a third party that is bound by appropriate obligations of confidentiality. Customer may exercise such audit right on an annual basis with reasonable notice. Any such audits shall be limited to a robust customer due diligence package consisting of details on UKG's' information security/risk practices, examination of the results of the annual AICPA SSAE 18 SOC 1 and SOC 2 Type II audits conducted by an independent third party, and reasonable access to knowledgeable personnel to discuss the controls in place, including a meeting at UKG's corporate headquarters. In no event shall Customer or its designees be permitted to access UKG's systems, network servers, scan summaries or activities logs.

- **3.** Entity Controls: Consistent with UKG' obligation to maintain its compliance with ISAE3402/SSAE 18 (SOC 1 and SOC 2) for the Applications, UKG shall continuously carry out the following security measures:
  - a. Security Policy: UKG shall maintain an information security policy that is reviewed annually by UKG and published and communicated to all UKG employees. UKG shall maintain a dedicated security and compliance function to maintain and monitor security controls in support of the Application.
  - Employee Onboarding: All UKG personnel shall be subject to a background check upon hire and accept UKG' Code of Conduct.
  - c. Employee Termination: UKG shall terminate all credentials and access to the Applications of a UKG employee in the event of termination of his or her employment within a timely manner.
  - d. Access Controls by UKG Personnel: Access to all UKG owned or licensed network components, servers, databases, computers, and software programs by UKG personnel shall be protected by an authentication procedure that requires giving at least a unique username and complex password.
  - e. Security Awareness Training: UKG employees shall participate in security awareness and privacy training, upon hire and annually thereafter.
  - f. Security Documentations and Measures: UKG shall maintain an organizational unit that is responsible for security and compliance issues. This unit shall develop, maintain, and operate to ensure that there is a trusted platform which meets an industry standard framework such as the SOC 2 criteria for Security, Availability, Privacy, and Confidentiality.
  - g. Change Management: UKG shall employ a change management process based on industry accepted standards for change management in configurations, software, and hardware with respect to the Application.

#### 4. Application and Network Controls:

- a. Privileged Access by UKG Personnel: Privileged access to UKG owned or licensed network components, servers, databases, computers, and software programs by UKG personnel that are used in the provision of the Application shall be secured by means of a two-factor authentication and shall be defined by UKG in such a manner as to ensure that the access authorizations are granted only to the extent necessary to perform the assigned role. Any access to UKG's systems used in the provision of the Application shall be monitored.
- b. Infrastructure of the Data Center: UKG and/or its sub-processor(s) shall monitor the infrastructure in order to identify any security vulnerabilities.
- c. Anti-Virus and Malware Scanning: UKG uses commercially available malicious code detection software, including virus detection and malware detectors, on systems underlying the Application. Anti-virus definition files shall be updated regularly, on a scheduled basis, following the availability of such updates by the software provider.
- d. Secure Coding Practices: Developers shall be trained on secure development. Applications should be written in a secure manner to implement industry practices. These practices shall be tested as part of the annual penetration testing described below.
- e. Patch Management: UKG shall review all patches, updates, and upgrades of operating systems, middleware, or applications to all relevant components of the Applications after they have been released by the manufacturer

and tested by UKG. UKG shall manage the patching process prudently to assure that critical patches are applied in a timely manner consistent with the associated risk.

- f. Segregation of Customer Data: UKG shall provide appropriate security controls and segmentation methods to protect and isolate Customer Data from other tenants.
- g. Encrypted Data Transfers: Customer Data input into the Application shall be secured using an industry standard protocol.
- h. Encrypted Data Storage: UKG shall encrypt Customer Data using industry standard technology.
- Firewalls: Connections to the Applications networks shall be protected with industry standard firewalls. UKG shall update its firewall software regularly, on a scheduled basis, following the availability of updates by the software provider.
- j. Intrusion Detection: UKG shall implement and maintain an intrusion detection monitoring process at the network and/or host level to protect the Applications and detect unwanted or hostile network traffic. UKG shall update its intrusion detection software regularly, on a scheduled basis, following the availability of updates by the software provider.
- k. Systems Hardening and Secure Configuration: UKG shall follow industry standards for platform hardening and secure configuration. UKG shall remove or disable unnecessary utilities from operating system configurations and restrict access rights to least privilege.
- I. Penetration Testing: UKG shall contract, as part of its security program and on at least an annual basis, with an independent third party to conduct a network and application penetration test. The penetration test will include, but is not limited to, the potential for unauthorized internet access, compromise of roles, and escalation of privileges for the Application.
- m. Vulnerability Management: UKG shall implement commercially reasonable processes designed to protect Customer Data from system vulnerabilities. UKG shall perform scanning of the infrastructure using an industry recognized automated scanning tool designed to detect security flaws and security vulnerabilities within the operating systems. UKG shall assess scan results and remediate relevant security vulnerabilities within a reasonable amount of time based on the risk to the Application.
- n. Audit Logging: UKG shall log UKG personnel's access to the Application to maintain an audit trail that includes, but is not limited to, web server logs, system logs, and network event logs.
- 5. Physical Access Control: UKG shall ensure that its data center sub-processor uses industry standard technology to ensure that only the appropriately authorized staff have access to those systems of UKG that are used to provide the Application. This shall include at least the following measures: visitor sign-ins, role-based access controls, limited access to the server rooms and to the alarm systems which report any unauthorized access.

#### 6. Incident Response and Notification:

- a. UKG shall maintain security incident management policies and procedures, including security incident escalation procedures. In the event UKG confirms unauthorized access or acquisition, disclosure or use of Customer Data has occurred, UKG agrees to notify Customer per Applicable Law.
- **b.** UKG shall (i) investigate such Security Incident and perform a root cause analysis; (ii) remediate the effects of such Security Incident; and (iii) provide Customer with assurances that such information security incident is not likely to recur.
- 7. **Disaster Recovery**: UKG shall maintain a Disaster Recovery plan and present verification of this plan (via the SOC 2 reporting) at the request of Customer. UKG shall test this plan once a year and verify that the planned measures are effective, reviewed by management and updated as necessary.
- 8. Business Continuity: UKG shall maintain a plan for returning to operation in the event of a disaster and present a summary of this plan at the request of Customer. Upon UKG' declaration of disaster, UKG shall implement said plan to return the Application to operation. UKG shall annually test and review its business continuity plan and update as necessary.

#### 9. Sub-processors.

- a) Customer agrees that UKG may use sub-processors to fulfill its contractual obligations under this Agreement. The list of sub-processors that are currently engaged by UKG to carry out processing activities on Customer Data on behalf of Customer can be made available to Customer upon Customer's written request. Customer hereby authorizes the engagement as sub-processors of all entities set forth in such list. Customer further generally authorizes the engagement as sub-processors of any other third parties engaged by UKG for such purposes. The foregoing authorizations will constitute Customer's prior written consent to the subcontracting by UKG of the processing of Customer Data if such consent is required under Applicable Law.
- b) At least thirty (30) days before any new sub-processor will carry out processing activities on Customer Data on behalf of Customer, UKG will update the applicable list and provide Customer with a mechanism to obtain notice of that update. Customer may object, on reasonable data protection grounds, to any such new sub-processor by providing notice of such objection to UKG within ten (10) days of Customer's receipt of notification of the addition of the new subprocessor by UKG. In the event UKG, in its sole discretion, is unable to forego the utilization of any such objected to



new sub-processor for the processing of Customer Data or is otherwise unable to reasonably correct or remedy the Customer's objection within thirty (30) days of UKG's receipt of such objection from Customer, the Customer may terminate the impacted services upon written notice to UKG. This termination right is Customer's sole and exclusive remedy if Customer objects to any new sub-processor.

- c) When engaging any sub-processor UKG will enter into a written agreement with the sub-processor and such written agreement with the sub-processor will require the sub-processor to (i) have appropriate technical and organizational measures to meet the requirements of applicable data protection laws, (ii) be bound to confidentiality obligations at least as restrictive as those contained in this section of this Agreement, and (iii) UKG will remain responsible for the performance of the sub-processor's processing of Customer Data and compliance with applicable data protection laws.
- d) Within ten (10) days of receiving notice that any new sub-processor will carry out processing activities on Customer Data for UKG, Customer may object in writing on reasonable data protection grounds. If UKG, in its sole discretion, is unable to remedy the Customer's objection within thirty (30) days receipt thereof, Customer may terminate the impacted Services identified in an Order. This termination right is Customer's sole and exclusive remedy if Customer objects to any new sub-processor.
# EXHIBIT B PAYROLL SERVICES

This Payroll Services Exhibit governs the provision of the Payroll Services (the "**Payroll Services**") by UKG to Customer. Capitalized terms not defined within this Exhibit are defined in the Agreement.

Attachment 1 of this Exhibit sets forth the applicable entities, including Customer itself (collectively the "**Covered Entities**"), along with each of their EINs and other information, if these Covered Entities are receiving Payroll Services from UKG. Covered Entities may be added or removed from Attachment 1, by Customer completing and signing the appropriate change form provided by UKG.

Payroll Services shall be performed by Kronos SaaShr, Inc., a subsidiary of UKG Inc. For purposes of this Exhibit, "UKG" shall mean UKG Inc. and its subsidiary Kronos SaaShr, Inc.

#### Article 1. Payroll Services

**1.1** Subject to all of the terms and conditions of the Agreement, UKG shall provide Customer with the Payroll Services during the Term to the extent set forth on an Order. The Payroll Services are provided only in the United States (which includes Puerto Rico, U.S. Virgin Islands, Guam and Marianna) and shall only be provided with respect to Customer's payroll obligations for United States- based employees of Customer and those Covered Entities included in Attachment 1. The following provisions shall apply to the extent the Payroll Service listed below is selected by Customer as indicated in writing on the Order or as part of the UKG Payroll Services (KPS) Services Election Form to be completed by the parties during implementation:

#### 1.1.1 Payroll Services.

- a. Customer agrees that the Payroll Services shall be provided in accordance with the pricing set forth on the Order and the responsibilities of Customer and UKG set forth throughout the Agreement. UKG's standard fees for certain miscellaneous services, such as W2/1099 printing, fees for tax accounts with an "applied for" status, ACH returns, off-cycle payrolls, split wrap (delivery of checks to multiple locations, stop payment fees (for Customers purchasing UKG SmartCheck) and preparing/filing of amended returns, can be found in the Payroll Services Pricing Schedule located at <a href="https://www.ukg.com/ukg-payroll-services-miscellaneous-pricing-schedule-August2019">https://www.ukg.com/ukg-payroll-services-miscellaneous-pricing-schedule-August2019</a> ("Payroll Services Pricing Schedule") which is subject to change. Customer will submit payroll and tax monies via one of two funding methods ("Funding Method"): (i) Automated Clearing House (ACH) funding, or (ii) draw down wire ("Draw Down Wire") funding. Customer is only eligible for ACH funding if approved by UKG. Customer will be required to utilize the Draw Down Wire Funding Method if Customer is not approved for ACH funding.
- b. Customer will submit the payroll information to UKG in the format and including the information specified by UKG from time to time. Submission is expected to occur two (2) Business Days prior to Customer's scheduled check date. "Business Day" means any day of the year other than (a) a Saturday, Sunday or (b) on day on which banking institutions in any jurisdiction of the banking institution of any applicable Client Entity are closed or (c) a statutory or civic holiday in the United States. The deadline for Customer's submission of payroll is determined by the applicable Funding Method. On the date Customer's payroll is submitted, if the Funding Method is ACH, then the deadline for submission is 3:00 p.m. Eastern Time; if the Funding Method is Draw Down Wire, then the deadline for submission is 1:30 p.m. Eastern Time on the scheduled processing date, and, provided Customer's payroll is submitted timely, UKG will initiate a Draw Down Wire not later than 2:30 p.m. Eastern Time, to be settled not later than 4:30 p.m. Eastern Time on the date the payroll is finalized. If payroll is submitted after the applicable submission deadline, payroll will be finalized the following day. Submission by Customer of payroll less than two (2) Business Days prior to Customer's scheduled check data may result in the requirement to utilize an alternative Funding Method, delayed processing of banking, and other transaction or additional fees may be imposed, including, without limitation, by the applicable financial institutions and/or as set forth in the Payroll Services Pricing Schedule. If Customer has elected for UKG to provide direct deposit services, UKG will provide on behalf of Customer electronic money movement and related banking services via its ACH credit facilities at one or more financial institutions in support of the direct deposit of funds into Customer's employee and third-party vendor accounts. If payroll is submitted less than two (2) Business Days prior to Customer's scheduled check date (by the deadline times set forth above), funds may not be available in employee accounts at the opening of the banking day.
- C. Customer will notify UKG if Customer is providing instructions to UKG to process payroll on behalf of a third party. Without limitation, UKG is not responsible for Customer errors, wage and hour violations, wage assignment errors, employment discrimination, or other employment policies that may violate any Applicable Laws, as well as any National Automated Clearing House Association ("NACHA") operating rules. Customer agrees to be bound by the then-current NACHA operating rules. "ACH" means the network used for electronic payments and money transfers, Automated Clearing House. UKG reserves the right to audit Customer's compliance with the NACHA operating rules and the terms of this Agreement.
- d. Customer authorizes UKG to prepare and file payroll tax returns and cause the issuance of payments on related tax obligations for Covered Entities and tax jurisdictions. Customer authorizes UKG via the applicable Funding Method and in accordance with the terms of this Agreement to: (a) debit Customer's or as applicable a Client Entity's demand deposit account or accounts at an applicable financial institution to be used in connection with the Payroll Services (the "**Customer Account**") for all payroll tax obligations and credit a like amount to an account designated by UKG, which may be held in trust by a third party trustee (the "**Payroll Services Accounts**"), which funds shall be held in such Payroll Services Accounts until such time as such funds are due to the appropriate taxing authorities; (b) remit such funds by electronic funds transfer ("**EFT**") or via check to the appropriate taxing authority; and (c) prepare, sign, and file with the appropriate taxing authorities all returns for such taxes on an ongoing basis.



- e. UKG shall not be responsible for the payment of any Customer taxes or the filing of any Customer tax returns prior to the check date of the payroll under this Exhibit, nor is UKG responsible in relation to any taxes which UKG did not collect from Customer (including without limitation, failure to collect due to non-sufficient funds or other funding issues ("NSF")). Customer should confirm the appropriate federal tax deposits are being paid on behalf of the applicable Client Entity by enrolling in the Electronic Federal Tax Payment System (please visit: <u>https://www.eftps.gov/eftps</u>).
- f. Customer shall maintain and provide UKG accurate tax identification numbers, filing frequencies, filing jurisdictions, tax rates, tax types, and employee tax forms to enable UKG to properly complete all applicable tax returns and payments. If, as an accommodation to Customer and without implying any obligation, UKG files a tax return containing "Applied For" status, then Customer agrees and acknowledges that it releases UKG from any and all liability that may arise in connection with such accommodation (including without limitation, penalties and interest).

## 1.1.2 Additional Payroll Services.

- a. UKG SmartCheck means the Payroll Services with the issuing of employee payroll checks from UKG Payroll Services Accounts. This service is only available if UKG Payroll Services with UKG SmartCheck appears on Customer's Order. If Customer uses UKG Payroll Services Accounts for distribution of funds via check, any stale dated checks will be voided and the funds returned to the Customer. The Customer is responsible for complying with all applicable unclaimed property reporting requirements. Customers electing this service must ensure that checks are not distributed to employees for payment prior to the Check Date. All checks issued on a Payroll Services Account must be printed by UKG for distribution.
- b. <u>Check Printing and Fulfillment Services</u>. means the printing of employee payroll checks, direct deposit advices and third party checks drawn on Customer's bank account, to distribute same to locations/destinations via FedEx or UPS either Next Day Air or Ground, all as directed by Customer. For delivery purposes, Customer shall obtain and provide either a FedEx or UPS account number for use by UKG for shipping of documents and/or checks. Unless Customer has purchased UKG SmartCheck, employee payroll checks will be drawn on the Customer's bank account.
- C. <u>ACH Child Support & Third Party Vendor Processing</u> means the impoundment and remittance of funds for third party payments, such as child support, via ACH to the applicable state child support agencies or other applicable payees.
- d. <u>W2 Filing</u> means the electronic filing of employee W2 forms with all applicable Federal and State tax jurisdictions. Specific timelines are established for Customer to promptly complete its year end requirements in order for UKG to fulfill its obligations in a timely manner. This service includes filing of employee W2 information with the SSA, as well as all 50 State and local tax agencies, excluding Puerto Rico, U.S. Virgin Islands, Guam and Marianna.
- e. <u>1099 Filing</u>- means the electronic filing of contractor forms with the IRS only. Specific timelines are established for Customer to complete its year end requirements in order for UKG to timely fulfill its obligations.
- f. <u>New Hire Reporting</u> means the electronic filing of new hire reports based on applicable state reporting requirements. Customer will be required to register for Multiple State reporting if required to file in more than one State and to maintain the registration as may be required. UKG will only report new hires to States that will accept electronic filing.

**1.1.3** <u>UKG Ready Platform</u>. Customer acknowledges and agrees that the Payroll Services may only be used in conjunction with the UKG Ready Platform or any other product expressly authorized by UKG, and hereby authorizes and directs UKG to interface the UKG Ready Platform with such product for the purpose of providing the Payroll Services. Furthermore, Customer hereby grants UKG consent to administrative access rights to the UKG Ready Platform for the purpose of fulfilling UKG' obligations under this Exhibit.

#### Article 2. Customer Data Retention

2.1 Customer shall be responsible for retaining its own tax and payroll records according to the schedules established by governmental authorities for Customer. Customer will reimburse UKG for the costs of producing any information in UKG' possession or control relating to Customer's business or employees that UKG produces in response to a Customer request or court order. Unless otherwise required by Applicable Law, upon termination of this Exhibit or UKG no longer requires such information to provide Payroll Services to Customer, UKG may dispose of Customer Data in accordance with UKG' data retention policy in effect from time to time. In the case of termination of one but not all Payroll Services, UKG may dispose of Customer Data not related to the remaining Payroll Services, unless otherwise required by Applicable Law, in accordance with UKG' data retention policy in effect from time to time.

2.2 Notwithstanding anything to the contrary in this Exhibit, each party's use and disclosure of tax return information pursuant to or in connection with this Exhibit shall be conducted in compliance with and subject to the limitations of Section 7216 of the Internal Revenue Code of 1986, as amended.

#### Article 3. Customer Covenants

3.1 Customer shall, and shall cause any Covered Entities to, comply with the terms of this Exhibit, accurately and timely complete all forms and documents requested by UKG from time to time in order for UKG to provide the applicable Payroll Services, including, without limitation, all necessary credential and related action required by UKG to integrate Payroll Services with the UKG Ready Platform as described in Section 1.1.3. Payroll Services will not commence until Customer (or the applicable Client Entity) provides to UKG all of the forms and documents requested by UKG, and any agreed timelines shall be automatically adjusted accordingly with no liability to UKG attributable to any failure or delay by Customer with respect to the foregoing. In addition to forms and documents requested at the commencement of Payroll Services, Customer shall, and shall cause any Client Entity to, timely provide to UKG other forms and documents

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## requested by UKG necessary to deliver the Payroll Services during the Term.

3.2 To the extent required in connection with any Payroll Services, Customer hereby appoints UKG as its attorney-in-fact with authority to receive, sign and file state and local tax returns and to cause the issuance of payments in connection therewith. UKG shall also be authorized as Customer's designee to receive correspondence and transcripts with respect to federal, state or local tax returns designated by Customer. Customer shall cooperate in executing and filing any and all forms or other documents required by a taxing authority to appoint UKG as its reporting agent, or otherwise to make effective the appointments and designations described in the preceding two sentences, including but not limited to IRS Form 8655. Such appointment and authorization shall commence as of the Effective Date and remain in effect through subsequent tax periods until the earlier of the termination date of this Exhibit and the date UKG is notified by Customer of revocation of the authorization, and Customer shall cooperate in executing and filing any and all forms on file with the respective taxing authority to do so. Customer hereby revokes all earlier powers of attorney and tax authorizations on file with the respective taxing authorities with respect to the same tax matters and tax period covered by this Exhibit and shall execute and file all documents necessary to effectuate such revocation. UKG reserves the right to remove itself as attorney-in-fact or reporting agent in its sole discretion, upon at least ten (10) Business Days' written notice to Customer. An authorization does not relieve the Customer of responsibility (or from liability for failing) to ensure that all tax returns are filed timely and that all FTDs and FTPs are made timely.

3.3 Customer shall at all times maintain balances sufficient to fund its payroll and related obligations. Customer acknowledges that if Customer fails to properly fund the Customer Account or otherwise prevents the timely receipt of funds, then Customer's payroll and related services will be delayed and/or suspended at UKG' sole discretion and UKG may immediately terminate this Exhibit upon notice to Customer.

#### 3.4 Banking and Funding Covenants

(a) Funding Payroll Obligations All monies caused to be transferred by UKG on behalf of Customer will be funded via the applicable Funding Method initiated by UKG to Customer's account in accordance with this Section 3.4.(a) Customer agrees to execute with its financial institution any agreements necessary to allow UKG to cause the initiation of the Funding Method to and from Customer's bank account in accordance with the operating rules governing such transactions. Customer acknowledges that if Customer fails to properly fund its account or otherwise prevents the successful completion of the Funding Method, then Customer's payroll and related services will be delayed or suspended. For quarter end and year end reconciliation purposes, UKG will utilize standard ACH services to reconcile Customer tax remittances and liability variances. UKG shall use commercially reasonable efforts to notify Customer not less than five (5) Business Days prior to UKG causing a debit of the Customer's bank account for the amount required to satisfy such variances.

(b) Funding Payroll Obligations via Direct Wire In the sole discretion and upon the written authorization of UKG, a direct wire (Customer initiates Customer's own wire transfer to a Payroll Services Account) may be utilized as a Funding Method on an exception-only basis. Exceptions may arise for various reasons, including (a) due to funds not being available in the Customer Account at the time that other Funding Method(s) are initiated, or (b) proper authorization was not granted to UKG to cause the collection of funds via the other Funding Method(s), or (c) Customer is approved for ACH Funding but fails to submit payroll timely or submits a payroll that exceeds the approved ACH limit. Any exception processing, by its very nature, runs the risk of delayed funding to third parties such as employees, tax agencies, and child support or garnishment recipients. Penalties, interest and other charges related to Customer's failure in meeting timelines, sufficient debit limit authorization or funding adequacy will be the liability of the Customer.

(c) Payment Scheduling Collection for payroll direct deposits, vendor or garnishment payments, and payroll tax liabilities will be made as needed, based on the Payroll Services elected, and will depend on the payroll schedules that Customer utilizes to pay its employees and/or contractors. The draft for the collection will be via the Funding Method request mechanism. Payments made to employees on Customer's behalf are dependent on the check date associated with those payments. Payments made to agencies and garnishment recipients are based on payroll check date(s). These payments are disbursed to the receiving parties utilizing the ACH network (where possible) in compliance with the NACHA guidelines and regulations or by check drawn on Customer's account. For customers funding via Draw Down Request or by Direct Wire on an exception basis as noted above, all payments made on Customer's behalf via ACH money movement will be caused to be released by UKG only after UKG receives confirmation of collection of amounts drafted from Customer's account. Therefore, even if amounts are due, UKG will not cause the release of the ACH payments unless confirmation of receipt of funds has been received by UKG.

(d) Collection Account Testing. Customer hereby authorizes UKG to perform collection account testing as described in this Section 3.4.(d) The Customer's collection account(s) used for funding and the drafting process is required to be thoroughly tested to avoid funding failures. Any such failure may result in agency penalties, delayed employee direct deposit payments, etc. This funding account test will ensure the originating bank identifiers for the applicable Payroll Services Accounts have successfully been added to Customer's debit filters. To test the collection account(s), UKG will cause the initiation of test transactions in the amount of \$1.00 each. The transactions will be initiated from every unique Payroll Services Account provided to Customer during implementation. Testing of the funding account(s) shall occur two (2) to four (4) weeks prior to the first payroll check date to insure a successful processing of the first payroll. Customer must notify UKG in writing not less than two (2) weeks prior to the effective date of a change in Customer bank account(s).

(e) Customer agrees to: (a) complete and execute any necessary forms with Customer's Receiving Depository Financial Institution ("**RDFI**") providing authorization that will require Customer's RDFI to honor all drawdown requests and standard ACH transfers received from UKG and/or its agent, (b) promptly notify UKG of any discrepancies between transaction amounts and the amounts expected by Customer; and (3) notify UKG immediately if any circumstances arise that could impact the collection of sufficient funds from Customer's account.

3.5 The ACH Reversal function allows Customer to submit a request to cancel a previously submitted ACH transaction. This function is utilized primarily to reverse direct deposits from employee accounts where the original direct deposits were in error. UKG' and/or the applicable financial institution's then- standard fees for ACH reversals will apply. Customer may initiate an ACH reversal request by submitting a voiding transaction in the UKG Ready Platform. Once the ACH reversal request is submitted to the financial institution, a credit is generated to the Customer Account and a request to debit the funds is sent to the employee's bank account. If the debit request for the ACH reversal to the employee's account is denied (for example, due to NSF), UKG will debit the total amount of the NSF and any banking fees/charges associated with the NSF from Customer's authorized funding account. UKG will not reattempt collection of any



NSF's from employee accounts. Customer shall be solely responsible for obtaining reimbursement from its employees for the NSF amounts and any related fees/charges, whether the employees are active or terminated.

3.6 If Customer defaults under this Exhibit, including, without limitation, by Customer's failure to have in the Customer Account sufficient, readily available funds to cover the payroll, payroll tax, and other disbursements, or if a financial institution rescinds a Customer credit to one or more Payroll Services Accounts, then UKG may, in its sole discretion: (a) terminate this Exhibit with written notice, and/or (b) exercise any and all reasonable actions necessary and appropriate to limit the loss to, or liability of, UKG or its Affiliates.

3.7 Customer shall promptly review all reports and documents provided or made accessible by UKG or through the Payroll Services and shall inform UKG of any inaccuracies not later than five (5) Business Days after receipt or notification of availability.

3.8 Customer is responsible for ensuring that the use of the Payroll Services to effect payments to or for its authorized users does not contravene any Applicable Law, including, without limitation, the Bank Secrecy Act, as amended by the USA PATRIOT Act, and any and all anti-money laundering laws and regulations now existing or promulgated after the date of this Exhibit. Any use of the Payroll Services in contravention of the foregoing sentence will be a material breach of this Exhibit byCustomer.

3.9 <u>Credentialing</u>. Customer understands and acknowledges that the implementation and ongoing provision of Payroll Services are conditioned upon Customer and each Client Entity passing (and continuing to pass) a credentialing process that UKG may deem necessary in connection with the provision of Payroll Services. UKG shall have the right to (i) refuse to provide the Payroll Services for Customer with respect to any Client Entity that does not pass UKG' initial credentialing process (ii) terminate the Payroll Services for Customer with respect to any Client Entity that does not continue to pass UKG' ongoing credentialing process and (iii) terminate this Exhibit, and the Agreement, if Customer does not continue to pass UKG' ongoing credentialing process of Customer on whose behalf UKG is causing the delivery of payments are not sanctioned parties under the regulations promulgated by the Office of Foreign Assets Control (OFAC). Customer shall also be responsible for (i) performing, and ensuring passage of, know your customer due diligence on all Covered Entities prior to requesting UKG to provide any Payroll Services to such Covered Entities, and (ii) providing UKG with the information as may be reasonably requested by UKG, for each Client Entity prior to UKG providing Payroll Services to such Client Entity. Customer agrees to provide UKG with an accurate and complete listing of Covered Entities receiving any Payroll Services and to inform UKG promptly of any changes in any Client Entity information previously provided to UKG.

#### **Article 4. Additional Provisions**

Customer acknowledges that UKG shall serve as a limited agent for Customer solely for purposes of any required agency for filings and/or payments with the appropriate taxing authorities. Customer further acknowledges that UKG is not rendering legal, tax, or accounting advice in connection with the Payroll Services, including without limitation Customer's obligation to withhold in a particular jurisdiction, nor is UKG a fiduciary of Customer.

#### Article 5. Indemnification

5.1 Customer will, at its own expense, indemnify, defend and hold UKG and its respective directors, officers, employees, agents (the "UKG Indemnified Parties") harmless from and against any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party ("Claims") arising from or related to: (a) any expense or financial obligation which is the responsibility of Customer hereunder; (b) any allegation that the Customer Data or its collection or use by Customer violates Applicable Laws;; (c) the performance by UKG of any of Customer's payroll tax duties (including, without limitation, acting as Customer's attorney-in-fact or reporting agent), except to the extent attributable to the gross negligence or willful misconduct of UKG; (d) UKG filing an "APPLIED FOR" return as an accommodation to Customer, or (e) Customer directing UKG to make a payment to any person or entity where issuance or receipt of such payment violates Applicable Law; (d) Customer's late submission of transactions under Section 1.1.1(b); (f) Customer's failure to properly fund its account or its other prevention of UKG from effecting the Funding Method under Section 3.4(a), except to the extent arising from UKG' gross negligence or willful misconduct; (g) Customer's failure to meet timelines, provide sufficient debit limit authorization, adequate funding or any exception processing under Section 3.4(b), except to the extent arising from UKG' gross negligence or willful misconduct. UKG will cooperate fully (at Customer's expense) in the defense, settlement or compromise of any such action. Customer will indemnify and hold harmless the UKG Indemnified Parties against any liabilities, obligations, costs or expenses (including, without limitation, reasonable attorneys' fees) incurred in connection with any such Claims, including, without limitation, any such amounts awarded to a third party as a result of such Claims by a court of applicable jurisdiction or as a result of Customer's settlement of such a Claim, except to the extent attributable to the gross negligence or willful misconduct of UKG as it relates to the claims in subsection (c), (d), (f), or (g). Customer's indemnity under this Section 5.1 shall survive the termination of this Exhibit.

5.2 UKG and/or the applicable UKG Indemnified Party will provide written notice to Customer promptly after receiving notice of any third-party Claim for which it seeks indemnification under this Exhibit. If the defense of such Claim is materially prejudiced by a delay in providing such notice, Customer will be relieved from providing such indemnity to the extent of the delay's impact on the defense. Customer shall immediately take control of the defense and investigation of such Claim, at the Customer's sole cost and expense. Customer will have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that (i) Customer will not enter into any settlement which imposes any obligations or restrictions on the applicable UKG Indemnified Parties without the prior written consent of applicable UKG Indemnified Parties; and (ii) if Customer has refused or failed to assume control of the defense and all negotiation for any settlement or compromise of the applicable UKG Indemnified Parties may assume sole control of the defense and all negotiation for any settlement or compromise of the applicable Claim in such a manner as UKG and/or applicable UKG Indemnified Parties will cooperate fully (at Customer's request and expense) with Customer in the defense, settlement or compromise of any such action. The applicable UKG Indemnified Parties may retain their own counsel at its own expense, subject to Customer's rights above.

# Attachment 1 Covered Entities

Company Name	FEIN	Address	City	State	Zip
California Pacific Charter Schools		940 South Coast Drive #185	Costa Mesa, CA	СА	92626

# Coversheet

# Approval of California Pacific Charter Schools Special Education In-Person Workshop

Section:	IX. Business/Financial Services
Item:	D. Approval of California Pacific Charter Schools Special
Education In-Person Wo	rkshop
Purpose:	Vote
Submitted by:	
Related Material:	CalPac March 2023 Meeting 3.29.23.pdf
	SpEd In-Person Workshop March 2023 - Information.pdf

# BACKGROUND:

The Special Education team recently completed the required Cyclical Monitoring for Small LEAs for CalPac - Sonoma. This training for 17 people will unpack the recommendations by the team after completing the review, and provide training in Goal Setting and Present Levels in order to facilitate better IEP meetings and reports. This estimate covers the cost of travel, lodging, and food for all participants.

## **RECOMMENDATION:**

It is recommended the Board approve the workshop for CalPac Special Education department, as presented.

Fiscal Impact: Approximately \$18,000 to be split by ADACalifornia Pacific Charter - Los Angeles (#1751)\$9,045.00California Pacific Charter - San Diego (#1758)\$6,006.60California Pacific Charter - Sonoma (#2037)\$2,948.40

California Pacific Charter Schools - Regular Meeting of the Board of Directors - Agenda - Tuesday February 21, 2023 at 5:00 PM



# **GROUP SALES AGREEMENT**

Wednesday, January 18, 2023

#### **DESCRIPTION OF GROUP AND EVENT**

The following represents an agreement between California Pacific Charter Schools (Group) and Cape Rey Carlsbad Beach, a Hilton Resort & Spa (Hotel) 1 Ponto Road, Carlsbad, CA 92011. The Hotel agrees to hold the guest rooms and meeting space as outlined in this agreement from Wednesday, March 29, 2023 through Friday, March 31, 2023, on a tentative first option basis until 02/22/2023 (expiration date). If this agreement is not fully executed by the group and the Hotel by the expiration date, the Hotel will notify you and you have forty-eight (48) hours from Hotel notification to execute and return this agreement.

ORGANIZATION: California Pacific Charter Schools

## CONTACT INFORMATION:

Name:	Alexis Morfin
Title:	Administrative Assistant
Address:	1200 Quail Street
	Suite 250
	Newport Beach, CA 92660
Phone #:	707.394.4343
E-mail Address:	amorfin@cal-pacs.org

NAME OF EVENT: CalPac March Meeting

OFFICIAL PROGRAM DATES: Wednesday, March 29, 2023 through Friday, March 31, 2023

# **GUEST ROOM COMMITMENT & GROUP RATES**

The Hotel agrees that it will provide, and the Group agrees that it will be responsible for utilizing, 36 room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"). The Hotel confirms the following net non-commissionable group rates (plus applicable state and local taxes (currently 10% plus 2% CTBID Tax, \$1.00 state park assessment tax, \$2.00 Carlsbad tourism assessment tax, \$0.74 California tourism assessment tax) in effect at the time of check in.

	Rate	Wed 03/29/2023	Thur 03/30/2023
Run of House Rooms	\$229.00	18	18

Check-in is 4:00PM; check-out is 12:00Noon. The Hotel will make every effort to accommodate early arrivals but cannot guarantee them. Group rates are extended per room, per night, single or double occupancy. For additional third person(s) eighteen (18) years and older in the same room, there is a \$25.00 per person per day charge.

This published group rate will be extended to your attendees three (3) days prior and three (3) days after your meeting dates, based on availability.

This is Page 1 of 8 for California Pacific Charter Schools

[[Sertifilnitial\_1]]

INITIALS: \_\_\_\_\_

## SPECIAL CONCESSIONS

The Hotel is pleased to provide the following based on 80% pick-up of contracted block:

- Discounted meeting space rental with a food & beverage minimum of \$3,000.00, excludes taxes and service charge.
- Discounted Resort fee of \$18 (Usually \$25) •
- Waived Overnight Parking (usually \$26) •
- Complimentary wireless internet in meeting space
- Complimentary coffee in guestrooms as well as daily coffee & assorted teas in the lobby;
- ٠ Complimentary Rental of beach chairs, umbrellas & towels to enjoy Carlsbad State Beach (seasonal)
- 15% off spa treatments at the Ocean Crest Spa •
- Complimentary 90-minute Beach Cruiser bike rentals •
- Complimentary local & toll-free calls ٠
- Complimentary access to the fitness center •

# **HHONORS MEETING PLANNER POINTS**

This event qualifies you to receive HHonors meeting Planner Points. If you would like to take advantage of the points earned by revenues consumed, please provide your HHonors Membership Number Below. HHonors Name: [[SertifiLG\_1]] and HHonors Number: [[SertifiLG 1]]

## EARLY DEPARTURE FEE

In the event that a guest who has reserved a room within your block checks out prior to the guest's reserved checkout date, an early departure fee of one night's room and tax will be charged to that guest's individual account. Guests wishing to avoid this fee must advise the hotel at or before check-in. The hotel will deduct any such fees that are collected from any amount you may owe as sleeping room attrition.

# ADJUSTMENTS TO CONCESSIONS

In the event of reductions in the Room Night Commitment of more than 20% the Hotel may adjust any concessions previously offered in this Agreement, including those concessions offered on a complimentary basis, and may also adjust the Function Space in direct proportion to the reduction in the Room Night Commitment.

#### **ROOMS ATTRITION**

The group will be allowed to reduce the outlined guest room block by 20% Attrition charges will be calculated individually by day, not on a cumulative basis. All final room nights consumed will be credited toward the minimum room night commitment including reservations made after the cut-off date. If group's usage falls below the outlined reduction, the group will be responsible for the difference between actual usage and the attrition outlined, plus applicable taxes. The group will guarantee revenue as follows:

\$3,297.60 for March 29, 2023 \$3,297.60 for March 30, 2023

# CUT-OFF DATE

Reservations by Group and attendees against the Guest Room Commitment must be received on or before Monday, February 27, 2023 (the "Cut-Off Date"). At the Cut-Off Date, Hotel will review the reservation pickup for the Event; unreserved group rooms will be released back into the Hotels inventory for general sale. The release of the Group's guest rooms for general sale following the Cut-Off Date does not alter, adjust, or affect Group's obligation with respect to, the Guest Room Commitment.

Should the Group elect to utilize the 10% reduction of the contracted room revenue, the Group must notify the Hotel by the Cut-Off Date in writing. If Group does not notify Hotel in writing by the Cut-Off Date of their intent of reduction, they have waived the right of reduction.

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[[Sertifilnitial 3]]

INITIALS: \_\_\_\_\_\_ Katie Pokrywa\_\_\_\_Powered by BoardOnTrackhager \_\_\_\_\_

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## **RESERVATION METHOD**

Individual Reservations/Rooming List must be made no later than: Monday, February 27, 2023 Reservations will be by: Please Check one of the below

□ Individual Call In – Please contact the Hotel reservation line 760-683-5422. Once an individual reservation has been made, any changes should be made directly with our Group Reservations Department. A credit card number or 1 night's advance deposit will be required to secure a room out of this block. Cancellations must be received 72 hours prior to arrival, or 1-night room and tax will be assessed.

Please check if you want a web link/page set up for your group

**Rooming List** – You shall submit a rooming list to the Hotel at res@caperey.com. Please be sure to include name of attendees, arrival and departure dates, and if available, the times of arrival and departure.

Rooms must be cancelled 72 hours prior to arrival, or one night's room and tax will be billed to the credit card on file or master account if room and tax is taken care of by the group.

In the event of a no-show, all reserved nights of the reservation will be cancelled, and one night's room & tax charged to Master Account/individual.

## GRATUITIES

The following are the recommended gratuities and will be at your guest's discretion:

Housekeeping Gratuity	\$2.00 (per room per night)
Porterage	\$8.00 (per person round trip

## FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by the Group, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Date	Time	Event Class	Room	Setup	AGR	<b>Room Rental</b>
Thu, 03/30/23	7:30 AM - 8:30 AM	Breakfast	Sandpiper Terrace	Round Tables of 6	18	
Thu, 03/30/23	8:30 AM - 5:30 PM	Meeting	Sandpiper	Conference/Boardroom	18	\$300
Thu, 03/30/23	12:00 PM - 1:00 PM	Lunch	Sandpiper Terrace	Round Tables of 6	18	
Fri, 03/31/23	7:30 AM - 8:30 AM	Breakfast	Sandpiper Terrace	Round Tables of 6	18	
Fri, 03/31/23	8:30 AM - 5:30 PM	Meeting	Sandpiper	Conference/Boardroom	18	\$300
Fri, 03/31/23	12:00 PM - 1:00 PM	Lunch	Sandpiper Terrace	Round Tables of 6	18	

#### FOOD AND BEVERAGE MINIMUM

Group agrees that it will provide a minimum of banquet food and beverage revenue of \$3,000.00 (exclusive of applicable administrative charges and taxes) as part of the Event. If Group provides less food and beverage revenue, it agrees to pay Hotel the difference between what was actually spent on food and beverage as part of the event and the food and beverage minimum.

This is Page 3 of 8 for California Pacific Charter Schools

[[Sertifilnitial 1]]

INITIALS: \_\_\_\_\_\_ Katie Pokrywa\_\_\_\_Powered by BoardOnTrackhager \_\_\_\_\_

# **MEETING AND FOOD & BEVERAGE GUIDELINES**

Due to licensing requirements and quality control issues, all food and beverage to be served on the Hotel property must be supplied and prepared by the Hotel. The Hotel reserves the right to terminate liquor service for individuals or for the entire Group at a function if it is determined minors are drinking, or if guests are intoxicated beyond the legal limit.

If you are planning on the service of alcoholic beverages, please be aware that our liquor license requires that beverages only be dispensed by our employees and bartenders. All alcoholic beverages and services are regulated by the State of California. As licensee, Cape Rey is responsible for the administration of these regulations. Therefore, no food, liquor, beer, wine or beverages may be brought on premises from outside sources.

All uncorked bottles and/or alcoholic beverages will not be allowed to leave the resort. Alcoholic beverage service will be denied to those people who appear to be intoxicated, unruly or under 21 years old. Cape Rey reserves the right to close the bar at any time necessary. Please notify your service manager if you are planning on bringing in your own wine. A \$25.00 corkage fee per bottle will apply, plus applicable service charge and tax.

The Hotel must be in receipt of the final minimum guarantee of the number expected for each private function no later than three (3) working days prior to the date of the function. After that time the Hotel will only accept increases to the guarantee. The number charged will be the guaranteed number or actual number served, whichever is greater.

All meeting room, food and beverage, audio-visual and related services are subject to applicable taxes (currently 7.75%) in effect on the date(s) of the event and subject to change without notice. Prior to the application of any taxes, all meeting room, food and beverage, audio-visual and related services will be subject to a 25% administrative charge. Please note that the administrative charge is not a gratuity or tip and, accordingly, is subject to all applicable taxes. A portion of this charge (currently 16.5% of food & beverage sales) will be distributed directly to food & beverage staff as additional compensation for their services, while the remainder will be applied to costs and/or expenses other than employee wages.

#### **CONVENTION SERVICES**

For your meeting and catered functions, our Convention Services Department will work with you from the inception of, during, and to the conclusion of your meeting. These services include such things as help in securing all of your audio/visual equipment, menu selection and general coordination of your meeting needs.

#### HOTEL POLICIES

1. Utilities: All electrical services and utilities, including phone, must be contracted through the Hotel.

2. Parking: Self-parking for hotel guests is available at a current charge of \$26.00 per day. Valet parking is available at the current charge of \$31.00 per day. \*Please note parking rate and taxes are subject to change without notice.

3. Signage: Signs and banners are not allowed in the Hotel's public areas. In regard to the Group's function space, all signs must be professionally printed, and their placement and posting be pre-approved by an authorized Hotel representative. Nothing shall be posted, nailed, screwed or otherwise attached to walls, floors, or other parts of the building or furniture. Distribution of gummed stickers or labels is strictly prohibited.

4. Gift Bag Distribution: For any item/gift bag that you would like the front desk to handout to attendees, there is a \$3.00 fee per item. For any item/gift bag requested to be delivered to attendee guestroom, there is a \$4.00 fee per item. This fee is subject to change based on weight and exact details.

5. Shipping and Receiving: Due to limitations in secured storage space, the Hotel bill only accept packages as follows: Boxes/packages may be sent for arrival a maximum of 48 hours prior to Group arrival and must be marked with the following:

**Responsible party's name** Company / Group Name "Hold for Arrival date of "\_\_\_\_\_ "

There will be a handling charge as follows: boxes up to 36" x 24" x 24": \$5.00 per box; Larger boxes/display cases: \$25.00 per box. For other sized amounts, please consult the Hotel for pricing. Charges will be placed on maser account unless otherwise directed. Additional labor charges may be incurred depending on the size of the shipment at the discretion of the Hotel. The Hotel will not be responsible for any damages or loss to any package or boxes.

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[[Sertifilnitial 3]]

California Pacific Charter Schools - Regular Meeting of the Board of Directors - Agenda - Tuesday February 21, 2023 at 5:00 PM

#### **BILLING AND PAYMENT INFORMATION**

Your program is not considered definite until Payment Information is received with the signed contract.

CREDIT CARD PAYMENT: A valid credit card authorization form will be submitted at the time of contract signature to secure deposits. Unless Direct Bill is approved, this card will be charged 7 days prior to arrival if full payment has not already been received. In the unlikely event the card would be declined, another method of payment must be received at that time.

**PAYMENT OPTIONS:** Please check all that apply;

#### For Credit Card Master Account:

□ Credit Card- All Charges □ Credit Card- Deposits □ Credit Card- Room & Tax □ Credit Card- Banquet/AV

□ Credit Card- Parking/Resort fee (master account)

□ Individuals Pay Own Guestrooms & Incidental Charges (includes resort fee and parking unless noted otherwise)

□ Individuals Pay Own Incidental Charges only (includes resort fee and parking unless noted otherwise)

DEPOSIT SCHEDULE: The below grid outlines the groups deposit schedule. In the event the Hotel does not receive such payments as set forth herein, the Hotel shall have the option of releasing your space by providing you with written notice, and you will remain liable for any cancellation and other similar charges provided in this Agreement

ТҮРЕ	AMOUNT	DUE DATE
Initial Deposit (non-refundable, non-transferable)	\$14,191.28	At Contract Signature
Final Estimated Balance	To Be Determined	7 Days Prior to Arrival

(Final Deposits amounts are estimates, based on the anticipated attendance that was discussed with your Catering Manager. These numbers may change based on your final Guaranteed Attendance to be given 72 business hours in advance of the event). If Direct Bill is approved for your group, the final estimated balance is due no later than 30 days after the event.

A 20% contingency fee will be charged at the time of the final deposit to cover any additional charges including but not limited to, consumption items, additional attendees, or guestrooms added to master account. At the end of your event, any funds not used will be refunded.

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\* Please initial here that you understand the above deposit information and the due dates. Credit Card Authorization is required (on file) for any overages the night of the event if Direct Bill Application is not approved. Client gives hotel permission to charge credit card used for previous deposit(s) to fulfill future contracted deposit and payment obligations if an alternative method of payment is not received 7 days prior to event date.

#### FORCE MAJEURE

The performance of this Agreement by either party is subject to acts of God, government authority, disaster or other emergencies, any of which make it illegal or impossible to provide the facilities and/or services for your meeting. It is provided that this Agreement may be terminated for any one or more of such reasons by written notice from one party to the other without liability.

#### INSURANCE

The Hotel and the Group shall obtain and maintain and provide evidence of insurance upon request in amounts sufficient to provide coverage for any liabilities, which may reasonably arise out of or result from the respective obligations pursuant to this contract.

#### **INDEMNIFICATION**

Each party hereby agrees to indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from the gross negligence or intentional misconduct of such party or its respective officers, directors, employees, agents, contractors, members or participants (as applicable),

This is Page 5 of 8 for California Pacific Charter Schools

[[Sertifilnitial 1]]

[[Sertifilnitial 2]]

[[Sertifilnitial 3]]

provided that with respect to officers, directors, employees, and agents, such individuals are acting within the scope of their employment or agency, as applicable.

# **AFFIRMATIVE ACTION**

EEO/AA Obligations: Davidson Hotels & Resorts is an equal opportunity employer and federal contractor or subcontractor. As applicable, the parties agree that they shall abide by the requirements of 41 CFR Section 60-1.4(a); 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting requirements, and that these requirements are incorporated herein. These regulations require that covered prime contractors and subcontractors ensure nondiscrimination and take affirmative action in employment to employ and advance qualified individuals without regard to sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability and protected veteran status.

# AMERICANS WITH DISABILITIES ACT

Both the Group and the Hotel shall be responsible for compliance with the public accommodation requirements of the Americans with Disabilities Act as defined by law. The Hotel shall provide, to the extent required by the Act, such auxiliary aids and/or services as may be reasonably requested by Group for use in sleeping rooms and public areas of the hotel, provided that Group gives reasonable advance written notice to the Hotel of such needs. Group shall be responsible for the cost of any auxiliary aids and series (including engagement of and payment to specialized service providers, such as sign language interpreters), necessary for use in the meeting space used by the group, other than those types and quantities typically maintained by the Hotel.

## **ARBITRATION/DISPUTE RESOLUTION/ATTORNEY'S FEES**

Any controversy, claim or dispute arising out of or relating to this Agreement, shall be resolved through non-binding mediation and/or binding arbitration conducted in accordance with the rules of the American Arbitration Association or JAMS in the State in which the Hotel is located. The law of the State in which the hotel is located will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or court proceeding, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. In addition, Group shall be responsible for payment of attorneys' fees and interest associated with the Hotel's efforts to collect monies owed under the terms of this agreement.

## **COMPLIANCE WITH LAWS**

Group agrees to comply with all applicable U.S. federal, state and local laws governing the agreement and event, including any rules, regulations or requests of the U.S. Department of Homeland Security.

#### NOTICE

Any notice required or permitted by the terms of this contract must be in writing. Notice may be sent via facsimile transmission and will be considered effective as of the date and time of the facsimile confirmation of transmission.

#### WAIVER

If either party agrees to waive its right to enforce any term of this contract, it does not waive its right to enforce any other terms of this contract.

#### **PROMOTIONAL CONSIDERATIONS**

We have the right to review and approve any advertisements or promotional materials in connection with your function that specifically references any name or logo of the Hotel.

#### SECURITY

Hotel is not responsible for any loss or damage to your property. If required, in our sole judgment, or order to maintain adequate security measures in light of the size and/or nature of your function, you will provide, at your expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which we are located, which agency will be subject to our prior approval. Such security personnel may not carry weapons. For the safety of persons and property, no fireworks or incendiary devices may be used indoor at the hotel. Group agrees to comply with all applicable federal, state and local laws, including health and safety codes and federal anti-terrorism laws and regulations including all provisions of the Patriot Act and regulations of the U.S. Department of Homeland Security and the Office of Foreign Assets Control. Group agrees to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws.

This is Page 6 of 8 for California Pacific Charter Schools

[[Sertifilnitial 1]]

[[Sertifilnitial 2]]

[[Sertifilnitial 3]]

INITIALS: \_\_\_\_\_\_ Katie Pokrywa\_\_\_\_\_Powered by BoardOnTrackhager \_\_\_\_\_

## CANCELLATION

In the unlikely event that you should decide to cancel this event at any time after execution of this Agreement, the following cancellation charges will apply, which are not a penalty and represents a reasonable effort by the Hotel to establish its loss prospectively and are liquidated damages:

Date of Signature to arrival	\$12,772.15	(90% total revenue)
------------------------------	-------------	---------------------

These payments may be subject to the applicable taxes. Such payment shall be made by certified check or wire transfer and shall accompany your notice of the exercise of this cancellation option. Any attempted exercise of this right without the inclusion of payment, as set forth above, shall be invalid. Proper notice of cancellation is not default rather an exercise of a right under this Agreement to cancel this Agreement without any further obligations. Force Majeure-The performance of this Agreement by either party is subject to acts of God, war, government regulations, disaster, strikes, civil disorders, or other emergencies making it illegal or impossible to substantially perform this Agreement.

Given the difficulty of calculating the actual damages caused to Hotel by the cancellation, the parties agree that such liquidated damages are a reasonable approximation, are payable at the time of the cancellation.

Any deposits received will be credited against the cancellation fee. Payment of the cancellation fee is due at time of cancellation and will serve to liquidate any and all damages to the Hotel resulting from the cancellation of these arrangements.

## SIGNATURES

Approve	ed and authorized by California Pacific Chart	er Schools.	
			SIGNATURES
Approve	ed and authorized by California Pacific Chart	er Schools.	[[SertifiSStamp 1]]
Name:	Alexis Morfin	Signature:	
Title:	Administrative Assistant		
		Date:	
Approve	ed and authorized by Hotel:		[[SertifiSStamp_2]]
	Katie Pokrywa	Signature:	
Title:	Sales Manager	Date:	
			[[SertifiSStamp 3]]
Name:	Rob Stirling	Signature:	
Title:	Director of Sales & Marketing		
		Date:	

Contract signature due date 02/22/2023

This is Page 7 of 8 for California Pacific Charter Schools

[[Sertifilnitial 1]]

INITIALS: \_\_\_\_\_\_ Katie Pokrywa\_\_\_\_\_Powered by BoardOnTrackhager \_\_\_\_

California Pacific Charter Schools - Regular Meeting of the Board of Directors - Agenda - Tuesday February 21, 2023 at 5:00 PM



# 

		Credit Card	Authorization Form	n	
	gnature_1]]	, hereby auth	norize Cape Rey Carlst	oad Beach, a Hilton Resort	& Spa to charge the
following items to m	y credit card.	(Please check all that apply):			
listosk	ldName1.T=C,O=No,E=true,r=false]]	Banquet Function (Room	Rental, Food and E	Beverage plus 24% Servi	ce Fee & applicable tax)
	dName2:T=C,O=No,E=True,R=False]]	Incidentals (telephone, n	novies)		
[[SFLD:Fiel	dName3:T=C,O=No,E=True,R=False]]	<u>Audio Visual</u>			
[[SFLD:Fiel	dName4:T=C,O=No,E=True,R=False]]	Parking (Self)			
[[SFLD:Fiel	dName5:T=C,O=No,E=True,R=False]]	<u>Guest Room, Tax</u>			
([SFLD-Fiel	dName6:T=C,O=No,E=True,R=False]]	<u>Gift Card</u>			
[[SFLD-Fiel	dName7:T=C,O=No,E=True,R=False]]	FedEx Shipping Charge			
[[SFLD:Fiel	dName8:T=C,O=No,E=True,R=False]]	Event Deposit			
[[SFLD:Fiel	dName9:T=C,O=No,E=True,R=False]]	Food and Beverage (Rest	aurant, Bar, Room	<u>Service)</u>	
Authorization Amo	ount not to e	<u>xceed: [[SertifiLG_1]]</u>			
This Credit Card is	to be used b	oy the following guest(s),	company or organiz	zation:	
	rtifiLG_1]]		Arrival Date/Date c	[[SertifiLG_1 of Event	
		[[Sertifil	PaymentAuth_1]		
any charges not pa another form of pa	id prior to a syment but is	s Cape Rey Carlsbad Beach function or for guest roon s unable to do so, this crec (s) with hotel rooms will a	ns indicated at the f lit card will be char	Resort. If the cardholder ged immediately for any	has agreed to provide remaining balance
Cardholder's Signa		rtifiSignature_1]]		[[SertifiDat Date:	
Please send copy of	of charges to				
i lease sella copy (	-	, mpany_1]]		[[SertifiLG 1]]	
Company Name:			Attn:		
	[[SertifiLG_			[[SertifiLG_1]]	
					_
This is Page 8 of 8 f	or California	Pacific Charter Schools			
	[[Se	ertifilnitial_1]]	[[Sertifilnitial_2]]		[[Sertifilnitial_3]]

Attendees	Room Rate	Resort Fee	Parking Fee	Daily Room Rental Fee	F&B Minimum	AV	Meals 3/30			
Caryn Masters	\$229.00	\$18.00	\$18.00	\$300.00	\$3,000.00	225 per day	Breakfast	Price	# of people	Total
Cean Colford						This package included screen, LCD Projector, cabling, extension cords	Shearwater Buffet	\$57.00	17	7 \$969.0
Michelle Ignacio							Orange and Grapefruit Juice, Bacon and Pork Sausage			
Donald McLeish	Room Total						Lunch			
Heather Goldbach	13	3445					Slider Bar Buffet	\$70.00	17	7 \$1,190.0
Lauren Curtis	13	3445					Kobe Beef, Buffalo Chicken, Ahi Tuna			
Romy Mason		6890					Dinner	\$50.00	16	\$800.0
Melissa Bearup										
Sarah Simkin	Meeting Room Total						Meals 3/31			
Victoria Law	2	\$600.00					Breakfast	Price		Total
Jennifer Davis							Shearwater Buffet	\$57.00	17	7 \$969.00
Yeni Sandoval	AV Total						Orange and Apple Juice, Bacon and Turkey Sausage			
Marla Malfavon	2	\$450.00					Lunch	Price		Total
Dr. Akridge							Deli Counter Buffet	\$68.00	17	7 \$1,156.00
Christine Feher	Food Total	\$4,810.00								
Victor Nogueda								Food Grand Total		\$5,084.0
Ericka Zemmer	Flight Total	\$530.00								
	Approx Mileage	\$1,300.00								
							Dinner 3/30 Options		Bowling	
		PLUS TAX					Karl Strauss Brewing Company		Surf Bowl Oceanside	
	Approx Grand Total	\$14,580.00					Oak + Elixir		Dave & Busters	
							Benihana			
							Nick's on State			
	Suggested Board Approval	\$18,000.00					264 Fresco			
							Hotel restaurant			
							Dinner on own :)			
							The Privateer Coal Fire Pizza			

# Coversheet

# Approval of Purchase of Student Chromebooks and Faculty Computers

Section: Item: Computers	IX. Business/Financial Services E. Approval of Purchase of Student Chromebooks and Faculty
Purpose: Submitted by:	Vote
Related Material:	Feb 2023 Board Staff Laptop Quote Example.pdf Feb 2023 Board Quote 647000 - Student Chromebook.pdf Feb 2023 Board Student CB Quote Example (1).pdf

# **BACKGROUND:**

CalPac requests to purchase Chromebooks and headsets to ensure there is enough inventory to meet the demand for all students. Students are required to use a school issued laptop with the appropriate secure browser technology properly installed on each device. Quote 647000 shows an example of the computers that will be purchased for students in TK-1st grade. Students in the lower primary grades will benefit from a touch screen Chromebook that is better suited to their developmental needs.

Invoice LRP475 shows an example of the computers that will be purchased for students in 2-12th grades.

Quote 653431 shows an example of a staff computer that will be purchased for new staff members or as a replacement for staff computers that are no longer in service.

#### **RECOMMENDATION:**

It is recommended the Board approve the purchase of student Chromebooks and faculty computers for the 2022-23 school year, as presented.



Sequoia (non-CNET account)

# Staples Technology Solutions

P O Box 95230 Chicago, Illinois 60694-5230 United States (P) 1-888-438-4806

#### BILLING

California Pacific Charter Schools Morfin, Alexis 4101 Birch Street #150 Newport Beach, CA 92660 United States (P) 855-225-7227 amorfin@cal-pacs.org SHIPPING California Pacific Charter Schools Nogueda, Victor 100 E. San Marcos Blvd. Suite #350 San Marcos, CA 92069 United States (P) 855-225-7227 vnogueda@cal-pacs.org Quote # : 653431 1 rev of 1 Modified Date: Jun 02, 2022 02:35 PM EDT Expiration Date: 07/01/2022 Description: Request#8726289

#### Payment Method Terms: Undefined

Shipping Info Delivery Method: FedEx Ground Carrier Account #: Special Instructions:

We appreciate your business! All orders will be processed on the day of submission. Please allow up to 7 business days for delivery. Please contact us should you have any questions.

#### Products

Image	Description	Part #	Qty	Unit Price	Total				
	XPS 17 9720	210-BDVH	1	\$2,201.17	\$2,201.17				
	i7/16GB/512GB/W11H								
Note: Estin	nated delivery if purchased today: Jun. 21	, 2022							
12th Gener	ation Intel(R) Core(TM) i7-12700H (24MB	Cache, up to 4.7 GHz, 14 cores)							
Windows 11 Home, English									
NVIDIA(R) GeForce RTX(TM) 3050 4GB GDDR6 [60W]									
16GB 2x8GB DDR5 4800MHz									
512GB M.2	512GB M.2 PCIe NVMe Solid State Drive								
Platinum Si	Platinum Silver exterior, Black interior								
17.0" FHD+	17.0" FHD+ (1920 x 1200) InfinityEdge Non-Touch Anti-Glare 500-Nit Display								
Intel(R) Killer(TM) Wi-Fi 6 1675 (AX211) 2x2 + Bluetooth 5.2 Wireless Card									
6-Cell Battery, 97WHr (Integrated)									
Backlit Blac	k English Keyboard w/ Fingerprint Reade	r							
Black 130W Type-C Power Adapter									
Custom Configuration									
US Power Cord									
Energy Star Label									
Intel(R) ME Disabled, No Out-of-Band System Management									
Shipping Material									
Additional Software									
Dell Limited Hardware Warranty Initial Year									
Premium Support with Onsite Service After Remote Diagnosis, 1 Year									
Premium Support, 1 Year									
No Microso	ft Office License Included – 30 day Trial C	Offer Only							
McAfee Live	e Safe XPS 12 Month Subscription								

Special Note: Displayed inventory availability is subject to change. Based upon pandemic driven shortages and frequent pricing changes, prompt placement of your order, will help establish prioritization and provide the highest likelihood of fulfillment for constrained products.

#### Terms of Purchase

If shipping charges or sales tax & fees are shown, they are estimates only. Actual shipping charges and sales taxes and fees will be calculated at the time of shipment and added to the invoice. Pricing quoted is subject to change prior to shipment, manufacturer and distributor pricing changes regularly. This quote is confidential and meant for the client recipient above, any unauthorized review, use, disclosure or distribution is prohibited. Credit cards may be used only at the time of purchase and not for the payment of invoices. Credit Card Fees may apply.

Purchase subject to Terms and Conditions here : https://sts.staples.com/tech\_services\_STS.html

Returns are subject to Return Policy found here: https://sts.staples.com/returns.html.

Leasing available on orders over \$1,000 and is subject to credit approval and agreement to terms.

California Pacific Charter Schools - Regular Meeting of the Board of Directors - Agenda - Tuesday February 21, 2023 at 5:00 PM



Sequoia (non-CNET account)

#### **Staples Technology Solutions**

P O Box 95230 Chicago, Illinois 60694-5230 United States (P) 1-888-438-4806

#### BILLING

California Pacific Charter Schools Morfin, Alexis 4101 Birch Street #150 Newport Beach, CA 92660 United States (P) 855-225-7227 amorfin@cal-pacs.org SHIPPING California Pacific Charter Schools Nogueda, Victor 100 E. San Marcos Blvd. Suite #350 San Marcos, CA 92069 United States

(P) 855-225-7227 vnogueda@cal-pacs.org Quotation (Open) Quote # : 647000 1 rev of 1 Modified Date: May 18, 2022 06:49 PM EDT Expiration Date: 05/31/2022 Description: Request#8687345

#### Payment Method Terms: Undefined

Shipping Info Delivery Method: FedEx Ground Carrier Account #: Special Instructions:

We appreciate your business! All orders will be processed on the day of submission. Please allow up to 7 business days for delivery. Please contact us should you have any questions.

#### Products

# Image	Description	Part #	Qty	Unit Price	Total
1	HP Chromebook x360 11 G3 Education Edition Flip design - MT8183 / 2 GHz - Chrome OS - Mali-G72 MP3 - 4 GB RAM - 32 GB eMMC - 11.6" IPS touchscreen 1366 x 768 (HD) - Wi-Fi 5 - kbd: US	349Y6UT#ABA	75	\$218.70	\$16,402.50
2 No impose period	Google Chrome OS Management Console License - academic	CROS-SW-DIS- EDU-NEW	75	\$31.92	\$2,394.00

Tax (7.7500%): Fees:	\$18,796.50 \$1,456.73 \$0.00 \$20,253.23
iotai. 4	<i>p</i> 20,233.23

Special Note: Displayed inventory availability is subject to change. Based upon pandemic driven shortages and frequent pricing changes, prompt placement of your order, will help establish prioritization and provide the highest likelihood of fulfillment for constrained products.

#### **Terms of Purchase**

If shipping charges or sales tax & fees are shown, they are estimates only. Actual shipping charges and sales taxes and fees will be calculated at the time of shipment and added to the invoice. Pricing quoted is subject to change prior to shipment, manufacturer and distributor pricing changes regularly. This quote is confidential and meant for the client recipient above, any unauthorized review, use, disclosure or distribution is prohibited. Credit cards may be used only at the time of purchase and not for the payment of invoices. Credit Card Fees may apply.

Purchase subject to Terms and Conditions here : https://sts.staples.com/tech\_services\_STS.html

Returns are subject to Return Policy found here: https://sts.staples.com/returns.html.

Leasing available on orders over \$1,000 and is subject to credit approval and agreement to terms.



Customer: 02257227 CALIFORNIA PACIFIC CHARTER SCHOOLS ATTN: ALEXIS MORFIN 4101 BIRCH ST STE 150 NEWPORT BEACH, CA 926602236

P/O#: 622 ATTN: CHRISTINE FEHER Salesperson: M.Waelde CO-DV-DP: 01-04-12 Printed: 09-01-2021 @ 09:13PM Order#/Date: 690EUW / 08-31-2021 Terms: NET 30 Ship Via: DELIVER Ship Date: 09-01-2021 Whse/Order Type: LOS ANGELES WHSE / Stock

Invoice Number Invoice Date 09-01-2021

Ship-To: 4101 BIRCH CHRISTINE FEHER CALIFORNIA PACIFIC CHARTER 4101 BIRCH ST STE 150 NEWPORT BEACH, CA 92660-2236

Line	Code	Description	Qty.	UOM	Price	Extended
line	Code	Description           SAMSUNG CHROMEBOOK 4 11.6           P/O Line# 1           State Electronic Waste Recycling Fee \$4.00/uni           Total Electronic Waste Recycling Fee \$300.00           Serial #s : 4K9V9FER322960 4K9V9FDR329730           4K9V9FDR329577 4K9V9FDR329322 4K9V9FFR314724           4K9V9FFR314939 4K9V9FFR314924 4K9V9FFR314724           4K9V9FFR314939 4K9V9FFR314821 4K9V9FFR31482           4K9V9FFR314707 4K9V9FFR314821 4K9V9FFR314874           4K9V9FFR314803 4K9V9FFR314821 4K9V9FFR314874           4K9V9FFR314840 4K9V9FFR314821 4K9V9FFR314870           4K9V9FFR314872 4K9V9FFR314869 4K9V9FFR314870           4K9V9FFR314874 4K9V9FFR314858 4K9V9FFR314870           4K9V9FFR314875 4K9V9FFR314858 4K9V9FFR314842           4K9V9FFR314874 4K9V9FFR314857 4K9V9FFR314848           4K9V9FFR314874 4K9V9FFR314858 4K9V9FFR314842           4K9V9FFR314844 4K9V9FFR314858 4K9V9FFR314845           4K9V9FFR314844 4K9V9FFR314854 4K9V9FFR314845           4K9V9FFR314844 4K9V9FFR314875 4K9V9FFR314845           4K9V9FFR314874 4K9V9FFR314875 4K9V9FFR314845           4K9V9FFR314874 4K9V9FFR314875 4K9V9FFR314845           4K9V9FFR314849 4K9V9FFR314852 4K9V9FFR314853           4K9V9FFR314849 4K9V9FFR314854           4K9V9FFR314849 4K9V9FFR314852           4K9V9FFR314849 4K9V9FFR314852           4K9V9FFR314849 4K9V9FFR314852	75	EA	Price	Extended
) All prod ssessed f the ant dequate ) Damag a) Exam b) Note c) Unpac	on the unpaid balance overdue. Buy icipated or actual harm, the difficulti remedy arising from a default in pay e in transit must be reported to carri ine cartons carefully before acceptin damage or shortage on freight bill of	n the terms of this invoice, a service charge of 1.5% per month shall be rer understands and agrees that the service charge is reasonable in light es of proof of loss, and the inconvenience of otherwise obtaining ment. er and inspection requested within 15 days of delivery to your premises g delivery receipt. delivery receipt.			Subtotal \$ Sales Tax \$ Fees \$ Freight \$ Misc \$ Total \$	13,425.00 1,040.44 300.00 140.00 0.00 14,905.44

5) All products returned for reasons other than manufacturer defects are subject to a 15% restocking charge.

# Coversheet

# Ratification of 2023-25 DocuSign Contract (Renewal)

Section:	IX. Business/Financial Services
Item:	F. Ratification of 2023-25 DocuSign Contract (Renewal)
Purpose:	Vote
Submitted by:	Christine Feher
Related Material:	Docusign Contract 2023-2025.pdf

## BACKGROUND:

DocuSign allows for electronic, secure signatures used by California Pacific Charter Schools (CalPac) staff in a variety of departments. As CalPac brought previously outsourced departments in house, the number of envelopes needed to conduct the school's regular business has increased. On January 27th, Christine Feher, Superintendent entered into a new multi-year contract to avoid halting daily operations. Overage charges would have been incurred at \$8.80 per envelope. By engaging in an early contract renewal, the new contract secures a per envelope rate of \$2.70.

# **RECOMMENDATION:**

It is recommended the Board ratify the DocuSign Contract effective January 30, 2023 through June 29, 2025, as presented.



DocuSign, Inc. 221 Main Street, Suite 1000 San Francisco, CA 94105 Offer Valid Through: Jan 30, 2023 Prepared By: Ronak Sheth Quote Number: Q-01049410

# **ORDER FORM**

# **Address Information**

# Bill To:

California Pacific Charter Schools/CalPac 940 South Coast Drive #185, Costa Mesa, CA, 92626 United States

# Billing Contact Name: Christine Feher Billing Email Address: cfeher@cal-pacs.org Billing Phone:

855-225-7227

# **Order Details**

Order Start Date: Jan 30, 2023 Order End Date: Jun 29, 2025 Billing Frequency: Annual Ship To:

California Pacific Charter Schools/CalPac 940 South Coast Drive #185, Costa Mesa, CA, 92626 United States

# Shipping Contact Name:

Christine Feher Shipping Email Address: cfeher@cal-pacs.org Shipping Phone: 855-225-7227

Payment Method: Check Payment Terms: Net 30 Currency: USD

# **Products**

Product Name	Subscription No.	Start Date	End Date	Quantity	Net Price
eSignature Enterprise Pro Edition - Envelope Subs.	SUB-1713851-1	Jan 30, 2023	Jun 29, 2025	12,500	\$28,731.52
Premier Support - eSign	SUB-1713851-1	Jan 30. 2023	Jun 29. 2025	1	\$4.418.48
SMS Delivery - US/CAN	SUB-1713851-1	Jan 30, 2023	Jun 29, 2025	500	\$100.00
ID Verification	SUB-1713851-1	Jan 30, 2023	Jun 29, 2025	500	\$625.00
Onboarding Services Lite	SUB-1713851-1	Jan 30, 2023	Apr 27, 2023	1	\$0.00

Grand Total: \$33,875.00

# **Product Details**

eSignature Envelope Allowance: 12,500

# **Overage/Usage Fees**

eSignature Enterprise Pro Edition - Envelope Subs. (Per Transaction): \$8.80 SMS Delivery - US/CAN: \$0.50 ID Verification: \$3.50

# **Order Special Terms**

Both parties hereby agree that the following Subscription(s), identified by their Subscription # and Order Start Date, will be terminated upon the Order Start Date of this Order Form: July 01, 2022: Subscription # SUB-44337 (Q-00839513)

No credit will be provided for the above Subscription #(s).

# **Terms & Conditions**

This Order Form is governed by the terms Master Services Agreement available online at: <u>https://www.docusign.com/company/terms-and-conditions/msa</u> and the applicable Service Schedule(s) and Attachments for the DocuSign Services described herein available online at <u>https://www.docusign.com/company/terms-and-conditions/msa-service-schedules</u>.

Onboarding Services Lite will expire if not used within 90 days of the product start date.

# **Billing Information**

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final Invoice.

Is the contracting entity exempt from sales tax? **Please select Yes or No:** No If yes, please send the required tax exemption documents immediately to <u>taxexempt@docusign.com</u>.

Invoices for this order will be emailed automatically from <u>invoicing@docusign.com</u>. Please make sure this email is on an approved setting or safe senders list so notifications do not go to a junk folder or caught in a spam filter.

# **Purchase Order Information**

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

Please select Yes or No: Yes

If yes, please complete the following:

PO Number: 909

PO Amount: \$ 33,875

# By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Order Form and any documents incorporated herein.

Customer Signature:	DocuSigned by: Clurisfine Felier D261D5E0E441400	<b>DocuSign,</b> Inc. Signature:	DocuSigned by: Uaire Guisse 124D3BDF35C84CC
Name:	Christine Feher	Name:	Claire Geisse
Job Title:	Superintendent	Job Title:	RevOps Sr Mgr
Date:	January 30, 2023	Date:	January 30, 2023

# DocuSign

# **Certificate Of Completion**

Envelope Id: 9D11521838B84C2C927756FD4E018B44 Subject: [DocuSign] Request for eSignatures: California Pacific Charter Schools/CalPac - Renewal fcorgid: 00D3000000bS4EAI Source Envelope: Document Pages: 3 Signatures: 2 Certificate Pages: 5 Initials: 1 AutoNav: Disabled Envelopeld Stamping: Enabled

### Status: Completed

Envelope Originator: Ronak Sheth 221 Main Street Suite 1000 San Francisco, 94105 Ronak.Sheth@docusign.com IP Address: 13.110.78.8

#### Location: DocuSign

#### Timestamp

Sent: 1/30/2023 9:14:56 AM Viewed: 1/30/2023 9:16:54 AM Signed: 1/30/2023 9:21:11 AM

CalPac Schools Security Level: Email, Account Authentication (None)

1/30/2023 9:13:57 AM

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

#### **Electronic Record and Signature Disclosure:** Accepted: 7/20/2022 8:54:21 AM

ID: 83775b1a-6e4e-4c2f-8e8d-243cbf4575eb

Leanza Pulido Leanza.Pulido@docusign.com

**Record Tracking** Status: Original

Signer Events

cfeher@cal-pacs.org

**Christine Feher** 

Superintendent

Owner

Signing Group: AOR

Security Level: Email, Account Authentication (None)

# **Electronic Record and Signature Disclosure:**

Accepted: 8/23/2022 2:40:40 PM ID: 85818a52-fef9-46b2-8b88-868aaa55c49f

Claire Geisse

claire.geisse@docusign.com

RevOps Sr Mgr

DocuSign, Inc.

Signing Group: AOA

Security Level: Email, Account Authentication (None), Login with SSO

#### Electronic Record and Signature Disclosure: Accepted: 1/30/2023 1:54:48 PM ID: 44ee1b0c-8912-4fd1-aa10-84a57ad9dd9e

Holder: Ronak Sheth Ronak.Sheth@docusign.com

# Signature

lP

DocuSigned by:

(Laire Geisse

124D3BDF35C84CC..

DocuSigned by: Christine Felier D261D5E0E441400..

Signature Adoption: Pre-selected Style Using IP Address: 104.35.195.245

# Sent: 1/30/2023 9:21:14 AM Viewed: 1/30/2023 5:36:13 PM Signed: 1/30/2023 5:37:08 PM

Using IP Address: 98.63.171.176

Signature Adoption: Pre-selected Style

Signature Adoption: Pre-selected Style

Using IP Address: 12.202.171.35

Sent: 1/30/2023 5:37:11 PM Viewed: 1/30/2023 6:32:42 PM Signed: 1/30/2023 6:32:46 PM

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Summary Events Envelope Sent	Status Hashed/Encrypted	Timestamps 1/30/2023 9:14:56 AM
· ·		•
Envelope Sent	Hashed/Encrypted	1/30/2023 9:14:56 AM
Envelope Sent Certified Delivered	Hashed/Encrypted Security Checked	1/30/2023 9:14:56 AM 1/30/2023 6:32:42 PM
Envelope Sent Certified Delivered Signing Complete	Hashed/Encrypted Security Checked Security Checked	1/30/2023 9:14:56 AM 1/30/2023 6:32:42 PM 1/30/2023 6:32:46 PM

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# Coversheet

# Approval of Arts, Music, and Instructional Materials Discretionary Block Grant Expenditure Plan

 Section:
 X. Education/Student Services

 Item:
 A. Approval of Arts, Music, and Instructional Materials

 Discretionary Block Grant Expenditure Plan
 Purpose:

 Purpose:
 Vote

 Submitted by:
 Related Material:

 2022\_Art\_and\_Music\_Discretionary\_Block\_Grant\_Plan\_CPC-LA.pdf

 2022\_Art\_and\_Music\_Discretionary\_Block\_Grant\_Plan\_CPC-SD.pdf

 2022\_Art\_and\_Music\_Discretionary\_Block\_Grant\_Plan\_CPC-Sonoma.pdf

## **BACKGROUND:**

The Arts, Music, and Instructional Materials Discretionary Block Grant provides funding for instructional materials, professional development aligned to best practices for improving school climate, developing diverse book collections, and operational costs, including but not limited, to retirement and health care cost increases. Expenditure plans for all three schools have been developed, including planned expenditures for grade level art curriculum, early literacy, digital libraries, and offsetting costs for STRS costs for certificated employees and increase healthcare costs.

Funding is available from 2022-23 to 2025-26 fiscal years.

The financial impacts for these plans are based on the current October 2022 allocations. However, reductions to these allocations are likely on the horizon. The Governor's Budget proposes a \$1.2 billion reduction in the \$3.5 billion one-time funding provided in the 2022-23 Enacted Budget package, bringing the appropriation down to \$2.3 billion. Upon any reductions to CalPac Schools' allocations, each of the plans will be amended accordingly. Reductions in each respective plan are expected to exclusively impact the line item for "Offsetting STRS Costs for Certificated Employees" found in Focus Area #4 (operational costs, including but not limited, to retirement and health care cost increases).

## **RECOMMENDATION:**

It is recommended the Board approve the Art and Music Discretionary Block Grant Plan, as presented.

# Arts, Music, and Instructional Materials Discretionary Block Grant 2022 Expenditure Plan

LEA Name:	California Pacific Charter - Los Angeles
Contact Name:	Shannon Green
Email Address:	sgreen@cal-pacs.org
Phone Number:	949-427-6526

Total Amount of funds received by the LEA:	\$221,144.00

Date of adoption at a public meeting:02/21/2023 06:00 pm
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# AB 181 Sec. 134

# AB 185 Sec. 56

(a) For the 2022–23 fiscal year, the sum of three billion five hundred sixty million eight hundred eighty-five thousand dollars (\$3,560,885,000) is hereby appropriated from the General Fund to the State Department of Education to establish the Arts, Music, and Instructional Materials Discretionary Block Grant, for allocation to county offices of education, school districts, charter schools, and the state special schools to:

(1) Obtain standards-aligned professional development and acquire instructional materials, in the following subject areas:

- (A) Visual and performing arts.
- (B) World languages.
- (C) Mathematics.
- (D) Science, including environmental literacy.
- (E) English language arts, including early literacy.
- (F) Ethnic studies.
- (G) Financial literacy, including the content specified in Section 51284.5 of the Education Code.
- (H) Media literacy.
- (I) Computer science.
- (J) History-social science.

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Grade Level Art Curriculum	300				300.00
Early Literacy	7800				7,800.00
Art Supplies	4500	4500	4500	4600	18,100.00
Subtotal	12,600.00	4,500.00	4,500.00	4,600.00	26,200.00

(2) Obtain instructional materials and professional development aligned to best practices for improving school climate, including training on deescalation and restorative justice strategies, asset-based pedagogies, antibias, transformative social-emotional learning, media literacy, digital literacy, physical education, and learning through play.

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Ongoing Diversity Training	4020	9122	9600	9600	32,342.00
Subtotal	4,020.00	9,122.00	9,600.00	9,600.00	32,342.00

(3) Develop diverse book collections and obtain culturally relevant texts, including leveled texts, in both English and pupils' home languages, to support pupils' independent reading. It is the intent of the Legislature that these book collections and culturally relevant texts be used to provide support for pupils through the establishment of site-based school and classroom libraries that are culturally relevant to pupils' home and community experiences and be available in English, pupils' home language, or a combination of more than one language.

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
SORA Digital Library	0	1000	1000	1000	3,000.00
Subtotal	0.00	1,000.00	1,000.00	1,000.00	3,000.00

(4) Operational costs, including but not limited, to retirement and health care cost increases.

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Offsetting STRS Costs for Certificated Employees		47000	47000	44602	138,602.00
Offsetting increased Healthcare Costs		7000	7000	7000	21,000.00
Subtotal	0.00	54,000.00	54,000.00	51,602.00	159,602.00

(5) As related to the COVID-19 pandemic, acquire personal protective equipment, masks, cleaning supplies, COVID-19 tests, ventilation upgrades, and other similar expenditures, if they are necessary to keep pupils and staff safe from COVID-19 and schools open for in-person instruction.

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00

(6)

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00
Arts, Music, and Instructional Materials Discretionary Block Grant   2 of 3   2/15/23					

## **Summary of Expenditures**

Total Planned Expenditures by the LEA:	221,144.00

(b) The Superintendent of Public Instruction shall apportion funds proportionally to county offices of education, school districts, charter schools, and the state special schools on the basis of an equal amount per unit of average daily attendance for kindergarten and grades 1 to 12, inclusive, as those numbers were reported as of the second principal apportionment for the 2021–22 fiscal year. The average daily attendance for each state special school shall be deemed to be 97 percent of the enrollment as reported in the California Longitudinal Pupil Achievement Data System as of the 2021–22 Fall 1 Submission.

(c) Funding appropriated pursuant to this section shall be available for encumbrance through the 2025–26 fiscal year. Local educational agencies are encouraged, but not required, to proportionally use resources received pursuant to this section for the purposes noted in paragraphs (1) to (5), inclusive, of subdivision (a) and to support arts and music education programs.

(d) For purposes of this section, standards-aligned instructional materials includes, but is not limited to, books for school and classroom libraries.

(e) The governing board or body of each school district, county office of education, or charter school receiving funds pursuant to this section shall discuss and approve a plan for the expenditure of funds received pursuant to this section at a regularly scheduled public meeting. It is the intent of the Legislature that each school district, county office of education, or charter school expend any resources received pursuant to this section consistent with their governing board or body approved plan.

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal Section (1)	12,600.00	4,500.00	4,500.00	4,600.00	26,200.00
Subtotal Section (2)	4,020.00	9,122.00	9,600.00	9,600.00	32,342.00
Subtotal Section (3)	0.00	1,000.00	1,000.00	1,000.00	3,000.00
Subtotal Section (4)	0.00	54,000.00	54,000.00	51,602.00	159,602.00
Subtotal Section (5)	0.00	0.00	0.00	0.00	0.00
Subtotal Section (6)	0.00	0.00	0.00	0.00	0.00
Totals by year	16,620.00	68,622.00	69,100.00	66,802.00	221,144.00

Total planned expenditures by the LEA: 221,144.00

# **General Instructions**

This example template is provided as a resource as one way to develop an expenditure plan for the Arts, Music, and Instructional Materials Discretionary Block Grant of 2022. LEAs are cautioned to refer to AB 181, Sec. 134, (amended by AB 185, Sec. 56) for all program requirements. Please verify all calculations/formulas before finalizing the plan.

# Arts, Music, and Instructional Materials Discretionary Block Grant 2022 Expenditure Plan

LEA Name:	California Pacific Charter - San Diego
Contact Name:	Shannon Green
Email Address:	sgreen@cal-pacs.org
Phone Number:	949-427-6526

Total Amount of funds received by the LEA:	\$175,471.00

Date of adoption at a public meeting:02/21/2023 06:00 pm
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# AB 181 Sec. 134

# AB 185 Sec. 56

(a) For the 2022–23 fiscal year, the sum of three billion five hundred sixty million eight hundred eighty-five thousand dollars (\$3,560,885,000) is hereby appropriated from the General Fund to the State Department of Education to establish the Arts, Music, and Instructional Materials Discretionary Block Grant, for allocation to county offices of education, school districts, charter schools, and the state special schools to:

(1) Obtain standards-aligned professional development and acquire instructional materials, in the following subject areas:

- (A) Visual and performing arts.
- (B) World languages.
- (C) Mathematics.
- (D) Science, including environmental literacy.
- (E) English language arts, including early literacy.
- (F) Ethnic studies.
- (G) Financial literacy, including the content specified in Section 51284.5 of the Education Code.
- (H) Media literacy.
- (I) Computer science.
- (J) History-social science.

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Grade Level Art Curriculum	270				270.00
Early Literacy	5200				5,200.00
Art Supplies	1800	2000	2000	2100	7,900.00
Subtotal	7,270.00	2,000.00	2,000.00	2,100.00	13,370.00

(2) Obtain instructional materials and professional development aligned to best practices for improving school climate, including training on deescalation and restorative justice strategies, asset-based pedagogies, antibias, transformative social-emotional learning, media literacy, digital literacy, physical education, and learning through play.

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Ongoing Diversity Training	2670	5900	6263	6263	21,096.00
Subtotal	2,670.00	5,900.00	6,263.00	6,263.00	21,096.00

(3) Develop diverse book collections and obtain culturally relevant texts, including leveled texts, in both English and pupils' home languages, to support pupils' independent reading. It is the intent of the Legislature that these book collections and culturally relevant texts be used to provide support for pupils through the establishment of site-based school and classroom libraries that are culturally relevant to pupils' home and community experiences and be available in English, pupils' home language, or a combination of more than one language.

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
SORA Digital Library		1000	1000	1000	3,000.00
Subtotal	0.00	1,000.00	1,000.00	1,000.00	3,000.00

(4) Operational costs, including but not limited, to retirement and health care cost increases.

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Offsetting STRS Costs for Certificated Employees		35000	35000	53005	123,005.00
Offsetting increased Healthcare Costs		5000	5000	5000	15,000.00
Subtotal	0.00	40,000.00	40,000.00	58,005.00	138,005.00

(5) As related to the COVID-19 pandemic, acquire personal protective equipment, masks, cleaning supplies, COVID-19 tests, ventilation upgrades, and other similar expenditures, if they are necessary to keep pupils and staff safe from COVID-19 and schools open for in-person instruction.

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00

(6)

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00
Arts, Music, and Instructional Materials Discretionary Blo	ock Grant	2 of 3			2/15/23

## **Summary of Expenditures**

Total Planned Expenditures by the LEA:	175,471.00

(b) The Superintendent of Public Instruction shall apportion funds proportionally to county offices of education, school districts, charter schools, and the state special schools on the basis of an equal amount per unit of average daily attendance for kindergarten and grades 1 to 12, inclusive, as those numbers were reported as of the second principal apportionment for the 2021–22 fiscal year. The average daily attendance for each state special school shall be deemed to be 97 percent of the enrollment as reported in the California Longitudinal Pupil Achievement Data System as of the 2021–22 Fall 1 Submission.

(c) Funding appropriated pursuant to this section shall be available for encumbrance through the 2025–26 fiscal year. Local educational agencies are encouraged, but not required, to proportionally use resources received pursuant to this section for the purposes noted in paragraphs (1) to (5), inclusive, of subdivision (a) and to support arts and music education programs.

(d) For purposes of this section, standards-aligned instructional materials includes, but is not limited to, books for school and classroom libraries.

(e) The governing board or body of each school district, county office of education, or charter school receiving funds pursuant to this section shall discuss and approve a plan for the expenditure of funds received pursuant to this section at a regularly scheduled public meeting. It is the intent of the Legislature that each school district, county office of education, or charter school expend any resources received pursuant to this section consistent with their governing board or body approved plan.

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal Section (1)	7,270.00	2,000.00	2,000.00	2,100.00	13,370.00
Subtotal Section (2)	2,670.00	5,900.00	6,263.00	6,263.00	21,096.00
Subtotal Section (3)	0.00	1,000.00	1,000.00	1,000.00	3,000.00
Subtotal Section (4)	0.00	40,000.00	40,000.00	58,005.00	138,005.00
Subtotal Section (5)	0.00	0.00	0.00	0.00	0.00
Subtotal Section (6)	0.00	0.00	0.00	0.00	0.00
Totals by year	9,940.00	48,900.00	49,263.00	67,368.00	175,471.00

Total planned expenditures by the LEA: 175,471.00

# **General Instructions**

This example template is provided as a resource as one way to develop an expenditure plan for the Arts, Music, and Instructional Materials Discretionary Block Grant of 2022. LEAs are cautioned to refer to AB 181, Sec. 134, (amended by AB 185, Sec. 56) for all program requirements. Please verify all calculations/formulas before finalizing the plan.

# Arts, Music, and Instructional Materials Discretionary Block Grant 2022 Expenditure Plan

LEA Name:	California Pacific Charter - Sonoma
Contact Name:	Shannon Green
Email Address:	sgreen@cal-pacs.org
Phone Number:	949-427-6526

Total Amount of funds received by the LEA:	\$100,877.00

Date of adoption at a public meeting: 02/21/2023 06:00 pm
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# AB 181 Sec. 134

# AB 185 Sec. 56

(a) For the 2022–23 fiscal year, the sum of three billion five hundred sixty million eight hundred eighty-five thousand dollars (\$3,560,885,000) is hereby appropriated from the General Fund to the State Department of Education to establish the Arts, Music, and Instructional Materials Discretionary Block Grant, for allocation to county offices of education, school districts, charter schools, and the state special schools to:

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- (C) Mathematics.
- (D) Science, including environmental literacy.
- (E) English language arts, including early literacy.
- (F) Ethnic studies.
- (G) Financial literacy, including the content specified in Section 51284.5 of the Education Code.
- (H) Media literacy.
- (I) Computer science.
- (J) History-social science.

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Grade Level Art Curriculum	150				150.00
Early Literacy	2500				2,500.00
Art Supplies	1400	1400	1500	1500	5,800.00
Subtotal	4,050.00	1,400.00	1,500.00	1,500.00	8,450.00

(2) Obtain instructional materials and professional development aligned to best practices for improving school climate, including training on deescalation and restorative justice strategies, asset-based pedagogies, antibias, transformative social-emotional learning, media literacy, digital literacy, physical education, and learning through play.

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Ongoing Diversity Training	1310	2978	2137	2137	8,562.00
Subtotal	1,310.00	2,978.00	2,137.00	2,137.00	8,562.00

(3) Develop diverse book collections and obtain culturally relevant texts, including leveled texts, in both English and pupils' home languages, to support pupils' independent reading. It is the intent of the Legislature that these book collections and culturally relevant texts be used to provide support for pupils through the establishment of site-based school and classroom libraries that are culturally relevant to pupils' home and community experiences and be available in English, pupils' home language, or a combination of more than one language.

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
SORA Digital Library		1000	1000	1000	3,000.00
Subtotal	0.00	1,000.00	1,000.00	1,000.00	3,000.00

(4) Operational costs, including but not limited, to retirement and health care cost increases.

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Offsetting STRS Costs for Certificated Employees		18000	18000	37365	73,365.00
Offsetting increased Healthcare Costs		2500	2500	2500	7,500.00
Subtotal	0.00	20,500.00	20,500.00	39,865.00	80,865.00

(5) As related to the COVID-19 pandemic, acquire personal protective equipment, masks, cleaning supplies, COVID-19 tests, ventilation upgrades, and other similar expenditures, if they are necessary to keep pupils and staff safe from COVID-19 and schools open for in-person instruction.

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00

(6)

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00
Arts, Music, and Instructional Materials Discretionary Blo	ock Grant	2 of 3			2/15/23

# **Summary of Expenditures**

Total Planned Expenditures by the LEA: 100,	0,877.00

(b) The Superintendent of Public Instruction shall apportion funds proportionally to county offices of education, school districts, charter schools, and the state special schools on the basis of an equal amount per unit of average daily attendance for kindergarten and grades 1 to 12, inclusive, as those numbers were reported as of the second principal apportionment for the 2021–22 fiscal year. The average daily attendance for each state special school shall be deemed to be 97 percent of the enrollment as reported in the California Longitudinal Pupil Achievement Data System as of the 2021–22 Fall 1 Submission.

(c) Funding appropriated pursuant to this section shall be available for encumbrance through the 2025–26 fiscal year. Local educational agencies are encouraged, but not required, to proportionally use resources received pursuant to this section for the purposes noted in paragraphs (1) to (5), inclusive, of subdivision (a) and to support arts and music education programs.

(d) For purposes of this section, standards-aligned instructional materials includes, but is not limited to, books for school and classroom libraries.

(e) The governing board or body of each school district, county office of education, or charter school receiving funds pursuant to this section shall discuss and approve a plan for the expenditure of funds received pursuant to this section at a regularly scheduled public meeting. It is the intent of the Legislature that each school district, county office of education, or charter school expend any resources received pursuant to this section consistent with their governing board or body approved plan.

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal Section (1)	4,050.00	1,400.00	1,500.00	1,500.00	8,450.00
Subtotal Section (2)	1,310.00	2,978.00	2,137.00	2,137.00	8,562.00
Subtotal Section (3)	0.00	1,000.00	1,000.00	1,000.00	3,000.00
Subtotal Section (4)	0.00	20,500.00	20,500.00	39,865.00	80,865.00
Subtotal Section (5)	0.00	0.00	0.00	0.00	0.00
Subtotal Section (6)	0.00	0.00	0.00	0.00	0.00
Totals by year	5,360.00	25,878.00	25,137.00	44,502.00	100,877.00

Total planned expenditures by the LEA: 100,877.00

# **General Instructions**

This example template is provided as a resource as one way to develop an expenditure plan for the Arts, Music, and Instructional Materials Discretionary Block Grant of 2022. LEAs are cautioned to refer to AB 181, Sec. 134, (amended by AB 185, Sec. 56) for all program requirements. Please verify all calculations/formulas before finalizing the plan.

# Coversheet

# Approval of New Board Policy

Section:	XI. Policy Development
Item:	A. Approval of New Board Policy
Purpose:	Vote
Submitted by:	
Related Material:	CPCS-3016 Third-Party Processor Policy.pdf

BACKGROUND:

A third-party processor (such as PayPal or similar) is a company that can accept payments over the internet on behalf of CalPac.

CalPac would like to start offering payments via PayPal as an option to provide convenience to students and parents. Currently, CalPac only accepts checks, money orders, or certified checks (cash is not accepted as payment). Occasions that CalPac would receive payments include field trips and Grad Night.

In developing this policy, management obtained best practice recommendations from the audit team at CLA (CliftonLarsonAllen) and a legal review from YM&C (Young, Minney, & Corr).

This fiscal policy provides direction on handling cash receipts through PayPal. The purpose of creating a PayPal account would be to receive payments, and not to make payments. Funds received through PayPal would be deposited directly into a School bank account designated for this purpose. That bank account is separate from the main bank account.

Management will review security of who has access and will monitor the transaction activity.

# **RECOMMENDATION:**

It is recommended the Board approve the 3016-CPCS Third-Party Processor Policy, as presented.

# **BUSINESS/NON-INSTRUCTIONAL**

# **3016-CPCS**

# THIRD-PARTY PROCESSOR POLICY

A third-party processor (such as PayPal or similar) is a company that can accept payments over the internet on behalf of California Pacific Charter Schools ("School").

Payments received via a third-party processor are subject to the same criteria and requirements as other cash receipts as described in the Accounts Receivable Fiscal Policy. The use of third-party processors is not intended to avoid or bypass appropriate cash receipt procedures. Funds received through any of these types of services are required to be deposited directly into a School account designated for funds received through a third-party processor.

Only one dedicated third-party processor account shall be established in the name of the School. Personal third-party processor accounts shall not be used to transact School business. For the purpose of conducting School business, any email address linked to the third-party processing account must be a valid California Pacific Charter School email address. Any new users are to be created by the Assistant Director of Fiscal Services.

Payment notifications shall be sent to the accounting department. Reconciliations of this account shall be performed by the Accountant and reviewed by the Assistant Director of Fiscal Services.

The use of the third-party processor is intended for legitimate cash receipts, such as collections for field trips. The third-party processor shall not be used for purchasing. However, the School may issue refunds following the School's refund policy with proper approvals. Generally, the School does not provide refunds. Transaction fees shall be absorbed by the payers.

Additionally, strict enforcement of these procedures must be adhered to in order to operate in compliance with audit requirements in regard to documentation, and to prevent misuse, fraud, or potential embezzlement of funds.

Unauthorized purchases/transaction or misuse of the third-party processing account may render the individual liable for any goods or services purchased and corrective action up to and including termination and/or possible criminal charges.