California Pacific Charter Schools

California Pacific Charter Schools

Regular Meeting of the Board of Directors

Published on August 8, 2025 at 4:49 PM PDT

Date and Time

Wednesday August 13, 2025 at 5:00 PM PDT

Location

Holiday Inn Diamond Bar
Room: Northgate 101
21725 E Gateway Center Dr.
Diamond Bar, CA 91765

Teleconference Locations

1850 Peary Way, Livermore, CA 94550
Embassy Suites Santa Ana Orange County Airport, Room: Costa Mesa, 1325 E Dyer Rd, Santa Ana, CA 92705

Join by telephone or via Zoom conferencing link below:

Dial by your location
(213) 338 8477 (Los Angeles)
(669) 900 6833 (San Jose)
Meeting ID: 970-7551-6937

https://cal-pacs-org.zoom.us/j/97075516937

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 949-688-7798.

Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**5:00 PM**
A.	Call the Meeting to Order		Board Chairperson	2 m
B.	Record Attendance		Board Chairperson	2 m
	Roll Call: Kelly Wylie, Chairperson Dr. Shirley Peterson, Vice Chairperson Tanya Rogers, Clerk Bill Howard, Member Jason McFaul, Member			
II.	**Pledge of Allegiance**			**5:04 PM**
A.	Led by Board Chairperson or designee.		Board Chairperson	2 m
III.	**Approve/Adopt Agenda**			**5:06 PM**
A.	Agenda	Vote	Board Chairperson	2 m
	It is recommended that the Board of Directors adopt the agenda for the Regular Board Meeting of August 13, 2025, as presented. Roll Call Vote: Kelly Wylie			

		Purpose	Presenter	Time

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

IV. Approve Minutes **5:08 PM**

A.	Minutes of the Regular Board meeting that was held on June 17, 2025	Approve Minutes	Board Chairperson	2 m

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

V. Board Governance **5:10 PM**

A.	Title Clarification for Board Officers	FYI	Christine Feher	5 m

In order to ensure consistency with the Board's bylaws and the 9000 series of Board policies, the officer titles of *President* and *Vice President* will be formally updated to *Chairperson* and *Vice Chairperson*. This revision reflects a title change only; all current duties, responsibilities, and authorities of these positions will remain unchanged.

Kelly Wylie, Chairperson
Dr. Shirley Peterson, Vice Chairperson

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 Chairperson. 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

	Purpose	Presenter	Time

questions for the Board, please provide the Board Chairperson with a written statement and an administrator will provide answers at a later date.

VII. Correspondence/Proposals/Reports — 5:15 PM

A.	CalPac School Highlights Presented by C. Feher, Superintendent	Discuss	Christine Feher	5 m
B.	CalPac Financial Update Presented by S. Green, Director of Fiscal Services	Discuss	Shannon Green	7 m

VIII. Consent — 5:27 PM

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.

A. Consent - Business/Financial Services — Board Chairperson — 2 m

1. Check Registers - June 2025 & July 2025
2. J.P. Morgan Statement - June 2025 & July 2025
3. Approval of Hatch & Cesario Agreement (Renewal)
4. Approval of 2025-26 Medi-Cal Billing Services Agreement
5. Approval of Surplus of Electronic Devices

B. Consent - Education/Student Services — Board Chairperson — 2 m

1. Approval of 2025-26 English Learner Master Plan
2. Approval of 2025-26 Title 1 School-Parent/Guardian Compact
3. Approval of 2025-26 Student/Parent Handbook
4. Approval of 2025-26 Crescendo Music Program Quote (Renewal)

C. Consent - Personnel Services — Board Chairperson — 2 m

1. Approval of Certificated - Personnel Report
2. Approval of Job Descriptions: School Psychologist
3. Approval of Employee Handbook 2025-2026 Annual Updates

		Purpose	Presenter	Time

4. Approval of San Diego County Office of Education Contract for Retirement Reporting 2025-2026

D. Consent - Policy Development — Vote — Board Chairperson — 2 m

Approval of existing board policies revised by staff for the 2025-26 school year.

Board Policies: Reviewed

The following documents were reviewed for accuracy and may include minor edits such as a correction to a typographical error, grammar, spelling, or punctuation. The document may also include a change from Executive Director to Superintendent. The recommended edits do not affect the content, meaning, or intent of the policy.

6000 Series - Instruction

6005 - CPCS Parent and Family Engagement Policy

9000 Series - Board Policies and Procedures

9000 - CPCS Role of the Board
9005 - CPCS Governance Standards
9010 - CPCS Public Statements
9011 - CPCS Disclosure of Confidential/Privileged Information
9012 - CPCS Board Member Electronic Communications
9100 - CPCS Organization
9110 - CPCS Terms of Office
9121 - CPCS Chairperson
9122 - CPCS Secretary
9123 - CPCS Clerk
9200 - CPCS Limits of Board Member Authority
9222 - CPCS Resignation
9223 - CPCS Filling Vacancies
9224 - CPCS Oath or Affirmation
9224E - CPCS Oath or Affirmation
9230 - CPCS Orientation
9240 - CPCS Board Training
9260 - CPCS Legal Protection
9270 - CPCS Conflict of Interest
9320 - CPCS Meetings and Notices
9321 - CPCS Closed Session Purposes and Agenda
9321.1 - CPCS Closed Session Actions and Reports

Purpose Presenter Time

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

Board Policies: Revised

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

3000 Series - Business/Non-Instructional

3030 - CPCS Investment Policy

5000 Series - Student Services

5015 - CPCS Title IX
5016 - CPCS Harrassment, Intimidation, Discrimination, and Bullying Policy
5045 - CPCS Acceptable Use Policy
5050 - CPCS Academic Integrity Policy
5115 - CPCS Pregnant and Parenting Students Policy

6000 Series - Instruction

6020 - CPCS Education for Homeless Youth
6030 - CPCS Foster and Mobile Youth Policy

9000 Series - Board Policies and Procedures

9250 - CPCS Remuneration, Reimbursement, and Other Benefits
9310 - CPCS Board Policies

Consent items listed A through D are considered routine and will be approved/adopted by a single motion.

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

		Purpose	Presenter	Time
IX.	**Education/Student Services**			**5:35 PM**
A.	Approval of HMH Read 180 Contract	Vote	Christine Feher	5 m

It is recommended the Board approve the HMH Read 180 contract for California Pacific Charter Schools - Sonoma (#2037), San Diego (#1758), and Los Angeles (#1751) for the 2025-2026 school year.

Fiscal Impact: Up to $30,000.00
(*Allocation split may vary dependent on actual enrollment*)
California Pacific Charter - Los Angeles (#1751) $ 13,500.00
California Pacific Charter - San Diego (#1758) $ 9,900.00
California Pacific Charter - Sonoma (#2037) $ 6,600.00

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

X. Public Comment - Closed Session

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

XI. Adjourn to Closed Session **5:40 PM**

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

Roll Call Vote:
Kelly Wylie
Dr. Shirley Peterson
Tanya Rogers
Bill Howard
Jason McFaul

		Purpose	Presenter	Time

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

A.	Closed Session	Discuss	Board Chairperson	20 m

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

(Gov. Code Section 54956.9(d)(1))

a. OAH Case No. 2025070693
b. OAH Case No. 2025061052

XII. Reconvene Regular Meeting — 6:00 PM

A.	Report any action that was taken in closed session.	Discuss	Board Chairperson	5 m

XIII. Calendar

The next scheduled regular meeting of the Board of Directors will be held on September 9, 2025.

XIV. Comments — 6:05 PM

A.	Board Comments	Discuss	Board Chairperson	5 m
B.	Superintendent Comments	Discuss	Christine Feher	5 m

XV. Closing Items — 6:15 PM

A.	Adjourn Meeting	Vote	Board Chairperson	2 m

Roll Call Vote:
Kelly Wylie
Dr. Shirley Peterson
Tanya Rogers
Bill Howard
Jason McFaul

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

FOR MORE INFORMATION

For more information concerning this agenda, contact

California Pacific Charter Schools. Telephone: 949-688-7798

Coversheet

Minutes of the Regular Board meeting that was held on June 17, 2025

Section:	IV. Approve Minutes
Item:	A. Minutes of the Regular Board meeting that was held on June 17, 2025
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Regular Meeting of the Board of Directors on June 17, 2025

APPROVED

California Pacific Charter Schools

California Pacific Charter Schools

Minutes

Regular Meeting of the Board of Directors

Date and Time
Tuesday June 17, 2025 at 5:00 PM

Location
Holiday Inn Diamond Bar
Room: NorthGate 101
21725 E Gateway Center Dr.
Diamond Bar, CA 91765

Teleconference Locations
1850 Peary Way, Livermore, CA 94550
32706 Spun Cotton Drive, Winchester, CA 92596
Hilton Garden Inn, Room: Conservatory, 4200 Taylor St, San Diego, CA 92110

Join by telephone or via Zoom conferencing link below:
Dial by your location
(213) 338 8477 (Los Angeles)
(669) 900 6833 (San Jose)
Meeting ID: 915-2124-8373

https://cal-pacs-org.zoom.us/j/91521248373

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Directors Present

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

Directors Absent

S. Peterson

Guests Present

C. Amador (remote), C. Feher, Cherie Cahn (remote), D. Carlos, D. Zemmer (remote), Joelene Morasch (remote), S. Green (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 Jun 17, 2025 at 5:02 PM.

B. Record Attendance

II. Pledge of Allegiance

A. Led by Board President or designee.

Pledge of Allegiance led by K. Wylie, Board President

III. Approve Adopt/Agenda

A. Agenda

T. Rogers made a motion to adopt the agenda as presented.
J. McFaul seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

W. Howard	Aye
K. Wylie	Aye
S. Peterson	Absent
T. Rogers	Aye
J. McFaul	Aye

IV. Approve Minutes

A. Minutes of the Regular Board Meeting that was held on June 10, 2025

W. Howard made a motion to approve the minutes from Regular Meeting of the Board of Directors on 06-10-25.
T. Rogers seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

J. McFaul	Abstain
K. Wylie	Aye
W. Howard	Aye
S. Peterson	Absent
T. Rogers	Aye

V. Consent

A. Consent - Business/Financial Services

1. Approval of Surplus of Electronic Devices

B. Personnel Services

1. Approval of Certificated Personnel Report

T. Rogers made a motion to approve all items listed in Consent.
J. McFaul seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

J. McFaul	Aye
W. Howard	Aye
K. Wylie	Aye
S. Peterson	Absent
T. Rogers	Aye

VI. Business/Financial Services

A. Budget Adoption 2025-2026

J. McFaul made a motion to adopt the 2025-2026 Budget.
T. Rogers seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

T. Rogers	Aye
W. Howard	Aye
J. McFaul	Aye
K. Wylie	Aye
S. Peterson	Absent

B. Approval of Education Protection Account (EPA) Spending Plan & Expenditure Reports

J. McFaul made a motion to approve the Education Protection Account (EPA) Spending Plan & Expenditure Reports.
W. Howard seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

W. Howard	Aye
T. Rogers	Aye
S. Peterson	Absent
K. Wylie	Aye
J. McFaul	Aye

C. Approval of Medi-Cal Contract

T. Rogers made a motion to approve the Medi-Cal Contract.
J. McFaul seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

K. Wylie	Aye
S. Peterson	Absent
J. McFaul	Aye
T. Rogers	Aye
W. Howard	Aye

VII. Education/Student Services

A. Approval of Local Control & Accountability Plan (LCAP) 2025-2026

T. Rogers made a motion to approve the Local Control & Accountability Plan (LCAP) 2025-2026.
J. McFaul seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

J. McFaul	Aye
S. Peterson	Absent
K. Wylie	Aye
T. Rogers	Aye
W. Howard	Aye

B. 2025 LCAP Local Performance Indicator Self-Reflections

Presented by E. Zemmer, Assistant Superintendent

VIII. Personnel Services

A. Approval of Property and Casualty Insurance Policies (Renewal)

T. Rogers made a motion to approve the Property and Casualty Insurance Policies (Renewal).
J. McFaul seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

S. Peterson	Absent
W. Howard	Aye
T. Rogers	Aye
K. Wylie	Aye
J. McFaul	Aye

IX. Comments

A. Board Comments

The Board expressed appreciation for the team's hard work and dedication, especially during the busy month of June. They acknowledged the success of recent graduation events, praised the team's efforts, and encouraged them to take a well-deserved break.

B. Superintendent Comments

Dr. E Zemmer shared that the school year had wrapped up and the team was already preparing for the next. She emphasized the importance of teamwork between the board and staff, noting that everyone deserves time to rest. She concluded by affirming the team's commitment to supporting each other and getting the work done together.

X. Closing Items

A. Adjourn Meeting

W. Howard made a motion to Adjourn the Regular Meeting.
J. McFaul seconded the motion.

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

Roll Call

J. McFaul	Aye
T. Rogers	Aye
S. Peterson	Absent
W. Howard	Aye
K. Wylie	Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 5:45 PM.

Respectfully Submitted,
K. Wylie

Documents used during the meeting

- Surplus of Electronics - June 2025.pdf
- 2025-26 Adopted Budget Presentation.pdf
- 2025-26 Adopted Budget 1751 California Pacific Charter School-Los Angeles.pdf
- 2025-26 Adopted Budget 1758 California Pacific Charter School-San Diego.pdf
- 2025-26 Adopted Budget 2037 California Pacific Charter School-Sonoma.pdf
- 2025-26 Budget Overview for Parents-1751 California Pacific Charter School-Los Angeles.pdf
- 2025-26 Budget Overview for Parents-1758 California Pacific Charter School-San Diego.pdf
- 2025-26 Budget Overview for Parents-2037 California Pacific Charter School-Sonoma.pdf
- 2024-25 Expenditure Report #1751 California Pacific Charter School-Los Angeles.pdf
- 2024-25 Expenditure Report #1758 California Pacific Charter School-San Diego.pdf
- 2024-25 Expenditure Report #2037 California Pacific Charter School-Sonoma.pdf
- 2025-26 Spending Plan - #1751 California Pacific Charter School-Los Angeles.pdf
- 2025-26 Spending Plan - #1758 California Pacific Charter School-San Diego.pdf
- 2025-26 Spending Plan - #2037 California Pacific Charter School-Sonoma.pdf
- California Pacific Charter Schools-SMAA(10007290)2025-2026.pdf
- SMAA - Appendix A District Contact Sheet - Updated for 2025-26.pdf
- SMAA - Appendix B - Certification Regarding Lobbying.pdf
- SMAA - Appendix C - Data Use Agreement.pdf
- 2025_LCAP_Year_1_Outcomes_presentation.pdf
- 2025-26_Local_Control_and_Accountability_Plan_CPC-Los_Angeles.pdf
- 2025-26_Local_Control_and_Accountability_Plan_CPC-San_Diego.pdf

- 2025-26_Local_Control_and_Accountability_Plan_CPC-Sonoma.pdf
- 2025_LCAP_ESSA_Federal_Addendum_CPC-Los_Angeles.pdf
- 2025_LCAP_ESSA_Federal_Addendum_CPC-San_Diego.pdf
- 2025_LCAP_ESSA_Federal_Addendum_CPC-Sonoma.pdf
- 2025_Local_Indicators_Presentation.pdf
- 2025_Local_Indicator_Self-Reflection_CPC-Los_Angeles.pdf
- 2025_Local_Indicator_Self-Reflection_CPC-San_Diego.pdf
- 2025_Local_Indicator_Self-Reflection_CPC-Sonoma.pdf
- BUS - P&C Insurance Renewal 2025-2026.docx.pdf

FOR MORE INFORMATION

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California Pacific Charter Schools. Telephone: 949-688-7798

Coversheet

CalPac School Highlights

Section:	VII. Correspondence/Proposals/Reports
Item:	A. CalPac School Highlights
Purpose:	Discuss
Submitted by:	
Related Material:	June 24-25 School Highlights - Los Angeles.pdf June 24-25 School Highlights - San Diego.pdf June 24-25 School Highlights - Sonoma.pdf



CPCS Los Angeles School Highlights

JUNE

BLOSSOMING
Empowering Progress

2024-2025

Current Enrollment

386

Program Highlights

June was a memorable month at CalPac as we honored student milestones with joyful promotion and graduation ceremonies. It was also a time to reflect on our school community's remarkable growth and accomplishments throughout the 2024–2025 school year.

Student Achievement

TK-2 Parent Series

This year, the TK–2 team set a SMART Goal to strengthen parent engagement and support. As part of this effort, teachers hosted monthly Parent Connect sessions covering topics like reading and math strategies at home, creating effective study spaces, vision boards, career share-outs,



Los Angeles

JUNE 2025

social-emotional learning, and summer learning tips. These sessions were well-attended, and families shared their appreciation for the practical tools and resources. The team looks forward to growing the series next year and continuing to partner with parents as empowered learning coaches.

Virtual Kindergarten Promotion
On June 6, 2025, we hosted a joyful virtual celebration to honor our kindergarten students' promotion to first grade.

Virtual 5th Grade Promotion
On June 9, 2025, our 5th grade students were honored with a festive virtual event celebrating their promotion to junior high school.

Virtual 8th Grade Promotion
On June 9, 2025, a special virtual celebration was held to honor our 8th grade students as they marked their promotion to high school.

High School Graduation
On June 11, 2025, we proudly celebrated 55 graduates from CPC-LA. Among them, one student earned the State Seal of Biliteracy, five received the Golden State Seal Merit Diploma, two were recognized by the California Scholarship Federation, and nine completed Career Technical Education pathways. We are proud of their achievements and excited for what lies ahead.

Local Control and Accountability Plan
The Local Control and Accountability Plan (LCAP) was presented at a public hearing on June 10 and subsequently adopted by the Board on June 17. At the June 17 meeting, the Local Indicators were also presented. Thank you to all education partners who helped shape these plans and continue to support CalPac students and school programs, and initiatives.

Los Angeles

JUNE 2025

Professional Development

AVID Ignite

A team of our staff participated in AVID Ignite, a dynamic two-day virtual professional learning event. Through live, facilitator-led sessions and engaging Communities of Practice, they explored strategies to deepen student collaboration, goal setting, and WICOR writing. Equipped with flexible planning tools and a curated set of resources, our educators are excited to bring this inspiration into the classroom, especially by using digital interactive notebooks to boost student engagement and success throughout the year.

Autism Virtual Summit

One of our school psychologists attended Pearson's Autism Virtual Summit, a one-day event featuring experts in autism research and assessment. The summit offered timely insights into diagnostic practices and neurodiversity-affirming strategies. Highlights included practical tools for supporting autistic students and a renewed focus on individualized, strengths-based approaches. The experience provided valuable takeaways to enhance support for students and families across our school community.

Smart Goals

For the 2024-25 school year, CalPac's SMART goals focus on 1) increasing the percentage of students who graduate college and are career-prepared, 2) increasing student achievement on state assessments, specifically, surpassing the state in ELA performance for student groups to achieve charter renewal and 3) strengthening student retention as a means of improving the school's stability rate.

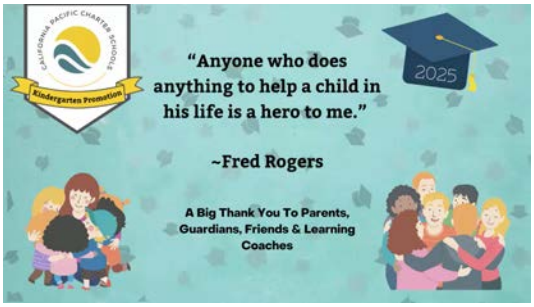
Los Angeles

JUNE 2025

Pictures & Videos

Virtual Kindergarten Promotion









Virtual 5th Grade Promotion





Los Angeles

JUNE 2025



Virtual 8th Grade Promotion













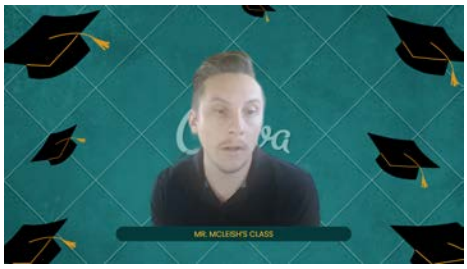






Los Angeles

JUNE 2025











SoCal High School Graduation



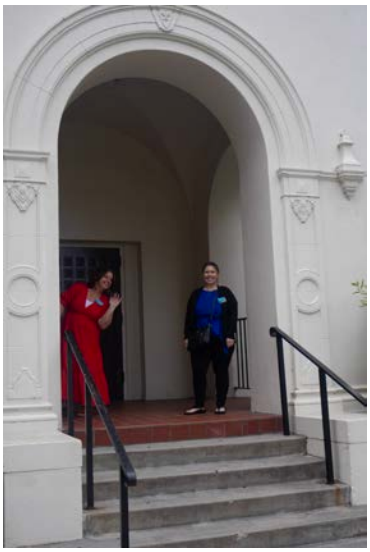




Los Angeles

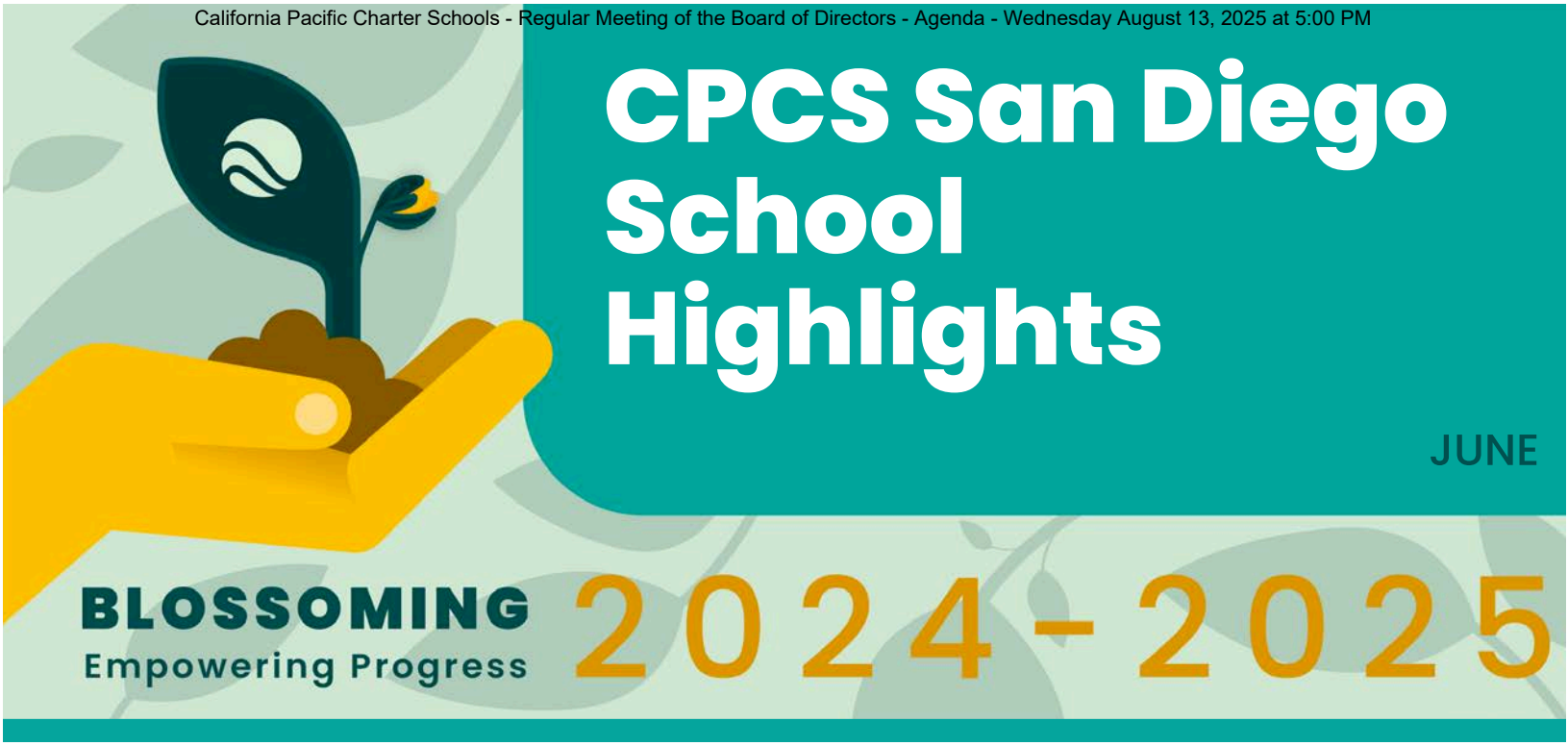
JUNE 2025






Future Projects

Department Chair Meeting on August 1
New Teacher Training on August 13
In-Person Staff Development on August 14
The First Day of School is August 27th



Current Enrollment

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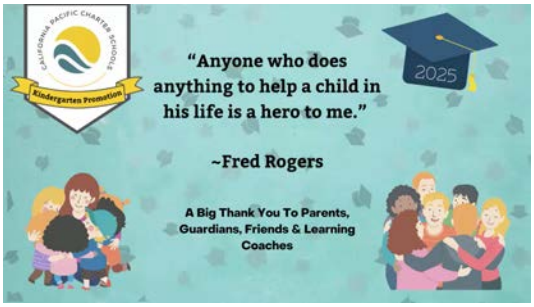
San Diego

JUNE 2025

Pictures & Videos

Virtual Kindergarten Promotion









Virtual 5th Grade Promotion





San Diego

JUNE 2025



Virtual 8th Grade Promotion













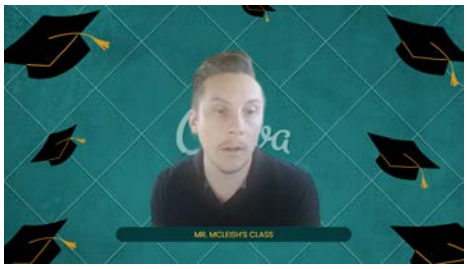






San Diego

JUNE 2025











SoCal High School Graduation



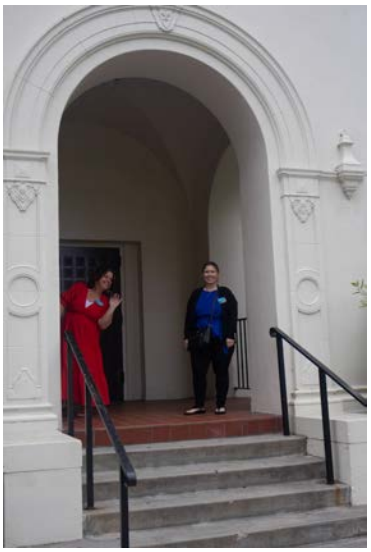




San Diego

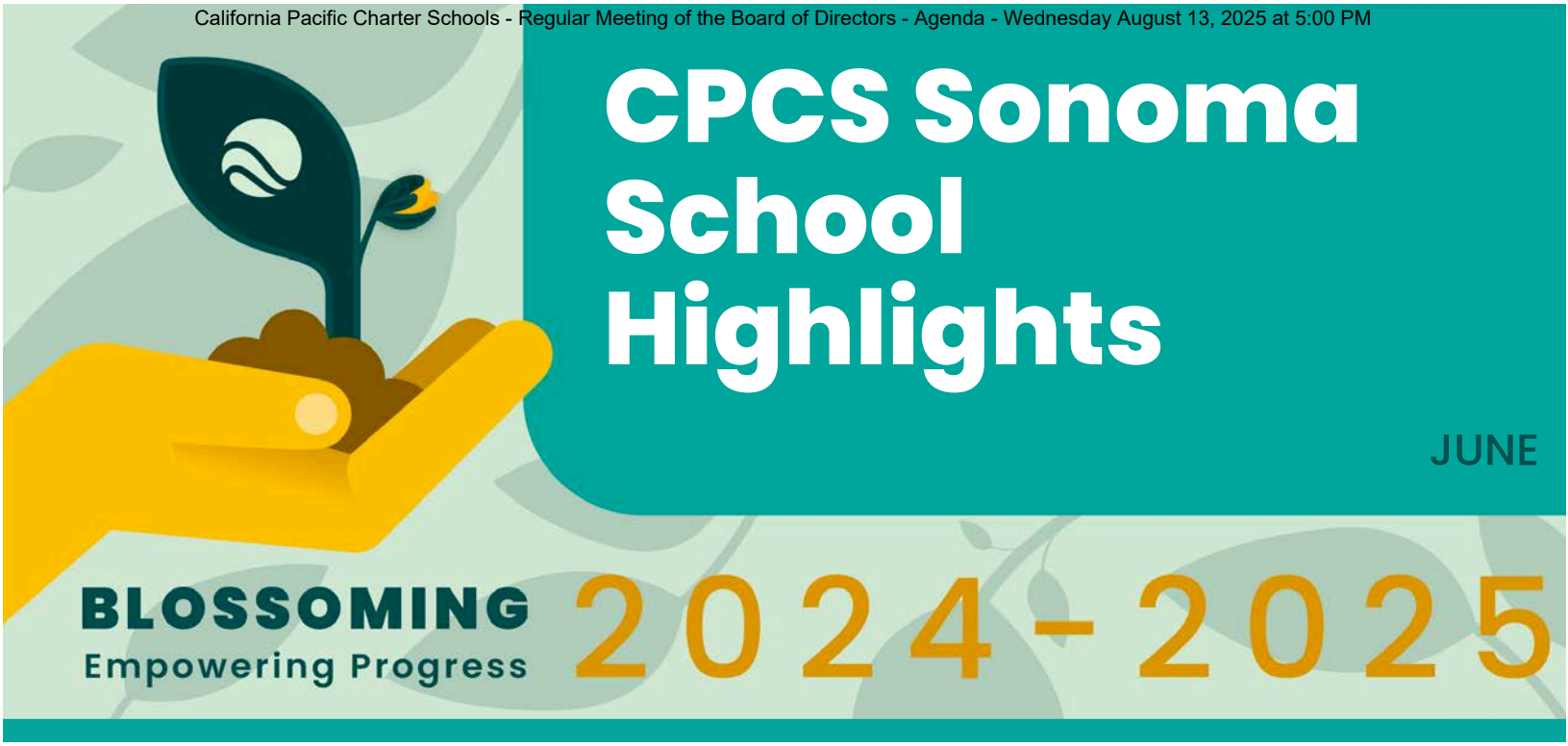
JUNE 2025






Future Projects

Department Chair Meeting on August 1
New Teacher Training on August 13
In-Person Staff Development on August 14
The First Day of School is August 27th



Current Enrollment

199

Program Highlights

June was a memorable month at CalPac as we honored student milestones with joyful promotion and graduation ceremonies. It was also a time to reflect on our school community's remarkable growth and accomplishments throughout the 2024–2025 school year.

Student Achievement

TK-2 Parent Series

This year, the TK–2 team set a SMART Goal to strengthen parent engagement and support. As part of this effort, teachers hosted monthly Parent Connect sessions covering topics like reading and math strategies at home, creating effective study spaces, vision boards, career share-outs,



Sonoma

JUNE 2025

social-emotional learning, and summer learning tips. These sessions were well-attended, and families shared their appreciation for the practical tools and resources. The team looks forward to growing the series next year and continuing to partner with parents as empowered learning coaches.

Virtual Kindergarten Promotion
On June 6, 2025, we hosted a joyful virtual celebration to honor our kindergarten students' promotion to first grade.

Virtual 5th Grade Promotion
On June 9, 2025, our 5th grade students were honored with a festive virtual event celebrating their promotion to junior high school.

Virtual 8th Grade Promotion
On June 9, 2025, a special virtual celebration was held to honor our 8th grade students as they marked their promotion to high school.

High School Graduation
On June 12, 2025, we proudly celebrated 19 graduates from CPC-LA. Among them, two students earned the State Seal of Biliteracy, three received the Golden State Seal Merit Diploma, and six completed Career Technical Education pathways. We are proud of their achievements and excited for what lies ahead.

Local Control and Accountability Plan
The Local Control and Accountability Plan (LCAP) was presented at a public hearing on June 10 and subsequently adopted by the Board on June 17. At the June 17 meeting, the Local Indicators were also presented. Thank you to all education partners who helped shape these plans and continue to support CalPac students and school programs, and initiatives.

Sonoma

JUNE 2025

Professional Development

AVID Ignite

A team of our staff participated in AVID Ignite, a dynamic two-day virtual professional learning event. Through live, facilitator-led sessions and engaging Communities of Practice, they explored strategies to deepen student collaboration, goal setting, and WICOR writing. Equipped with flexible planning tools and a curated set of resources, our educators are excited to bring this inspiration into the classroom, especially by using digital interactive notebooks to boost student engagement and success throughout the year.

Autism Virtual Summit

One of our school psychologists attended Pearson's Autism Virtual Summit, a one-day event featuring experts in autism research and assessment. The summit offered timely insights into diagnostic practices and neurodiversity-affirming strategies. Highlights included practical tools for supporting autistic students and a renewed focus on individualized, strengths-based approaches. The experience provided valuable takeaways to enhance support for students and families across our school community.

Smart Goals

For the 2024-25 school year, CalPac's SMART goals focus on 1) increasing the percentage of students who graduate college and are career-prepared, 2) increasing student achievement on state assessments, specifically, surpassing the state in ELA performance for student groups to achieve charter renewal and 3) strengthening student retention as a means of improving the school's stability rate.

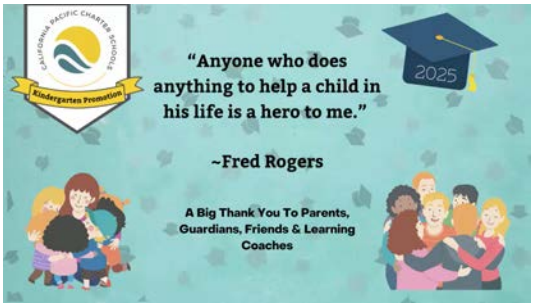
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Pictures & Videos

Virtual Kindergarten Promotion









Virtual 5th Grade Promotion





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Virtual 8th Grade Promotion













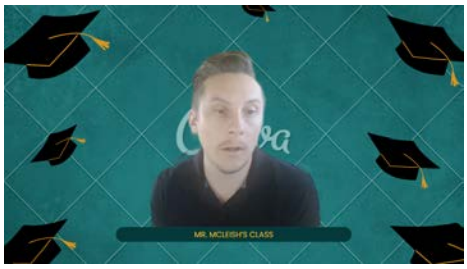






Sonoma

JUNE 2025











NorCal High School Graduation









Sonoma

JUNE 2025








Future Projects

Department Chair Meeting on August 1
New Teacher Training on August 13
In-Person Staff Development on August 14
The First Day of School is August 27th

Coversheet

CalPac Financial Update

Section: VII. Correspondence/Proposals/Reports
Item: B. CalPac Financial Update
Purpose: Discuss
Submitted by: Shannon Green
Related Material: August 2025 Financial Update.pdf

BACKGROUND:

Staff will provide an update on the 2025–26 budget following the State's enacted budget and the 45-day review period. While a formal 45-Day Revision is not required for charter schools, staff has reviewed changes in the state budget, enrollment, and staffing. No material changes to CalPac's adopted budget assumptions were identified. The update will include current enrollment and ADA projections, staffing adjustments in response to student needs, and an overview of categorical funding balances and spending timelines.

CALIFORNIA PACIFIC CHARTER SCHOOL



August 2025 Financial Update

California Pacific Charter

2025-2026

IN FULL BLOOM

45-Day Revision to 2025-26 Adopted Budget

"Not later than 45 days after the governor signs the annual Budget Act, the school district shall make available for public review any revisions in revenues and expenditures that it has made to its budget to reflect the funding made available by the Budget Act of 2025: SB 101."

→ **For the 2025-26 Adopted Budget, forty-five days after the governor signed the budget would be August 11, 2025.**

→ **45-Day Revision is NOT required for charter schools, but recommended if:**

- State budget changes significantly impact revenue (e.g., LCFF, COLA, one-time funds).
- There are major shifts in enrollment or expenditures.

→ **CalPac has determined that a formal 45-Day Revision is not necessary, as the State Budget did not materially impact the adopted budget assumptions.**



2025-26 Enacted Budget Highlights



25-26 Estimates

01 **Student Support and Professional Development Discretionary Block Grant—**
Allocates $1.7 billion to establish this block grant.

LA = $22,582.00
SD = $16,320.00
SO = $8,866.00

02 **Learning Recovery Emergency Block Grant—**
Allocates $378.6 million for partial restoration.

LA = $117,857.00
SD = $86,953.00
SO = $60,922.00

03 **Universal Transitional Kindergarten—**
Allocates $1.2 billion to lower child-to-staff ratios to 10:1.

LA = $33,293.00
SD = $28,339.00
SO = $3,077.00

2025-26 Enacted Budget Dartboard



LCFF PLANNING FACTORS					
Factor	2024-25[1]	2025-26[2]	2026-27	2027-28	2028-29
Department of Finance Statutory COLA	1.07%	2.30%	3.02%	3.42%	3.31%

LCFF GRADE SPAN FACTORS FOR 2025-26				
Entitlement Factors per ADA*	TK-3	4-6	7-8	9-12
2024-25 Base Grants	$10,025	$10,177	$10,478	$12,144
Statutory COLA of 2.30%	$231	$234	$241	$279
2025-26 Base Grants	$10,256	$10,411	$10,719	$12,423
Grade Span Adjustment Factors	10.4%	–	–	2.6%
Grade Span Adjustment Amounts	$1,067	–	–	$323
2025-26 Adjusted Base Grants[3]	$11,323	$10,411	$10,719	$12,746
Transitional Kindergarten (TK) Add-On[4]	$5,545	–	–	–

*Average daily attendance (ADA)

OTHER PLANNING FACTORS						
Factors		2024-25	2025-26	2026-27	2027-28	2028-29
California CPI		2.86%	3.09%	2.82%	2.72%	2.79%
California Lottery	Unrestricted per ADA	$195.37	$190.00	$190.00	$190.00	$190.00
	Restricted per ADA	$88.22	$82.00	$82.00	$82.00	$82.00
Mandate Block Grant (District)	Grades K-8 per ADA	$38.21	$39.09	$40.27	$41.65	$43.03
	Grades 9-12 per ADA	$73.62	$76.48	$78.79	$81.48	$84.18
Mandate Block Grant (Charter)	Grades K-8 per ADA	$20.06	$20.52	$21.14	$21.86	$22.58
	Grades 9-12 per ADA	$55.76	$58.21	$59.97	$62.02	$64.07
Interest Rate for Ten-Year Treasuries		4.23%	4.50%	4.36%	4.40%	4.50%
CalSTRS Employer Rate[5]		19.10%	19.10%	19.10%	19.10%	19.10%
CalPERS Employer Rate[5]		27.05%	26.81%	26.90%	27.80%	27.40%
Unemployment Insurance Rate[6]		0.05%	0.05%	0.05%	0.05%	0.05%
Minimum Wage[7]		$16.50	$16.90	$17.40	$17.80	$18.30

The State Budget Is Done . . . ?

- With the Governor's signature, California has a spending plan for 2025-26
  - While the need for current-year adjustments are recognized during the budget process—January 10 and May 14—with so many unknowns, there is a greater possibility of real-time, mid-year adjustments this year, which could be triggered by:
    - The final accounting of Los Angeles County personal income tax and corporation taxes
    - Macroeconomic condition changes
    - Significant reductions to budgeted federal funds
  - More routinely, minor changes to implementing trailer bill language are common before the end of the legislative year
    - This year's deadline to pass bills is September 12, 2025



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Enrollment and ADA Update

CalPac-LA

Adopted
Enrollment: 429
ADA: 404.10

Current Projection
Enrollment: 435
ADA: 410.75

CalPac-SD

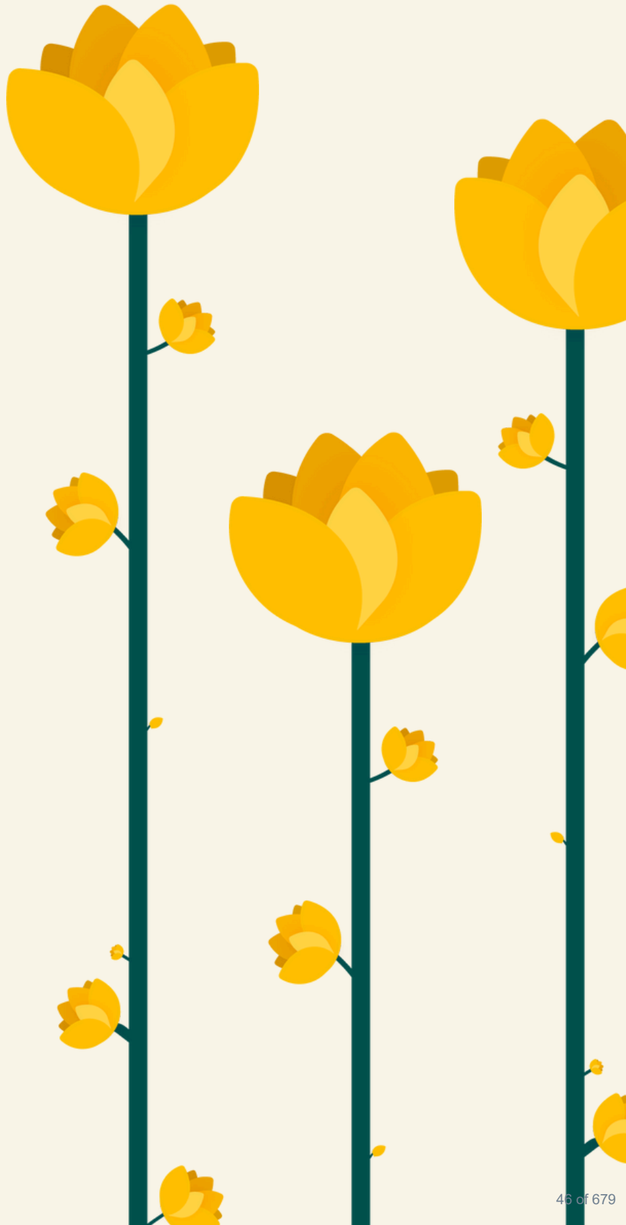
Adopted
Enrollment: 328
ADA: 309.35

Current Projection
Enrollment: 336
ADA: 316.00

CalPac-Sonoma

Adopted
Enrollment: 246
ADA: 221.55

Current Projection
Enrollment: 247
ADA: 222.25



Staffing Update



2025-26 New Positions

- 1 - Education Specialist
- 1 - MTSS and Intervention Coordinator
- 4 - Online Teacher (6-12)
- 4 - Online Teacher (TK-5)
- 1 - Special Education Program Specialist
- 1 - Speech and Language Pathologist

in response to enrollment and service needs, staffing budgeted has been updated to add another Kindergarten Teacher and an Education Specialist.

2025-26 Categorical Revenue Update

	Available Funds Balances			
Resource	**LA**	**SD**	**Sonoma**	**Available until**
6053-UPK	$26,712	$28,307	$30,942	Jun 30, 2026
6266-Educator Effectiveness	39,403	41,442	45,173	Jun 30, 2026
6387-CTEIG	153,896	102,597	64,123	Dec 31, 2027
6762-Arts & Music Block Grant	112,916	92,353	57,660	Jun 30, 2026
6770-Prop 28 AMS	62,188	45,410	29,931	Available for 3 years
7412-A-G Access Grant	14,075	13,955	6,624	Jun 30, 2026
7413-A-G Learning Loss Mitigation Grant	5,587	5,540	2,483	Jun 30, 2026
7435-Learning Recovery Block Grant	331,430	242,043	133,219	Jun 30, 2028

Note: *Balances shown are not necessarily planned for use in the 2025–26 fiscal year. CalPac is on track to fully spend all funding by their respective deadlines.*



Questions?

THANK YOU!

Coversheet

Consent - Business/Financial Services

Section: VIII. Consent
Item: A. Consent - Business/Financial Services
Purpose:
Submitted by:
Related Material: CalPac-LA Check Register June 2025.pdf
CalPac-SD Check Register June 2025.pdf
CalPac-SO Check Register June 2025.pdf
CalPac-LA Check Register July 2025.pdf
CalPac-SD Check Register July 2025.pdf
CalPac-SO Check Register July 2025.pdf
J.P. Morgan Statement June 30 2025.pdf
J.P. Morgan Statement July 31 2025.pdf
BUS CPCS Consent Business Financial Services 8.13.25.pdf
Hatch & Cesario Legal Services Agreement 2025-26.pdf
California Pacific Charter 25-26 SEIS Billing Contract.pdf
2a. Fillable SEIS Billing-Attachment A (LEA BOP).pdf
Surplus of Electronics - August 2025.pdf

Company name: California Pacific Charter - Los Angeles
Report name: Check register
Created on: 7/7/2025
Location: 55--California Pacific Charter - Los Angeles

Bank	Date	Vendor	Document no.	Amount applied	Memo	Location
CHASE 1781 - Chase Bank - Main	**Account no: 505911781**					
	6/2/2025	SANJ000--San Joaquin County Office of Education - SEIS	101371748	96.00	EDJOIN Account May - June 2025	55--California Pacific Charter - Los Angeles
		SANJ000--San Joaquin County Office of Education - SEIS	101371748	450.00	EDJOIN Account July - May 2026	55--California Pacific Charter - Los Angeles
	6/2/2025	PITN000--Pitney Bowes Global Financial Services LLC	20137003760	31.71	Postage Machine Lease - Quarterly Jun 2025	55--California Pacific Charter - Los Angeles
		PITN000--Pitney Bowes Global Financial Services LLC	20137003760	59.46	Postage Machine Lease - Quarterly Jul - Aug 2025	55--California Pacific Charter - Los Angeles
	6/4/2025	ARNE001--A&R Parcel Three	1558916748TC	3,840.96	Office Space Rent - June 2025	55--California Pacific Charter - Los Angeles
		ARNE001--A&R Parcel Three	1558916748TC	114.75	Office Space DOE - June 2025	55--California Pacific Charter - Los Angeles
	6/4/2025	GRAD001--Graduation Solutions LLC	20137003761	1,329.41	Cap and gowns for graduation- All Scopes	55--California Pacific Charter - Los Angeles
	6/4/2025	WORL000--Worldwide Express	101371749	299.53	Shipping for CPC-LA	55--California Pacific Charter - Los Angeles
	6/6/2025	REBE001--Rebecca Ockey	20137003763	20.78	Button Postage - Ockey, Rebecca	55--California Pacific Charter - Los Angeles
	6/9/2025	JILL001--Jill Stubbs	20137003775	27.84	SoCal Park Day Meals	55--California Pacific Charter - Los Angeles
		JILL001--Jill Stubbs	20137003775	27.48	SoCal Park Day Mileage	55--California Pacific Charter - Los Angeles
	6/9/2025	RING000--RingCentral	20137003769	1,270.51	Phone Bill Monthly - May 2025	55--California Pacific Charter - Los Angeles
	6/9/2025	SARA001--Sarah Simkin	20137003772	2,000.00	Speech Assessment - May 2025	55--California Pacific Charter - Los Angeles
		SARA001--Sarah Simkin	20137003772	625.00	Speech Case Management - May 2025	55--California Pacific Charter - Los Angeles
	6/9/2025	ASTA001--ASTA-USA TRANSLATION SERVICES, INC	101371757	1,495.00	Translation Services - May 2025	55--California Pacific Charter - Los Angeles
	6/9/2025	ASTA001--ASTA-USA TRANSLATION SERVICES, INC	101371756	495.36	Translation Services - May 2025	55--California Pacific Charter - Los Angeles
	6/9/2025	WEND001--Wendy Waters Barton	20137003770	96.00	PD Reimbursement - Waters Barton, Wendy	55--California Pacific Charter - Los Angeles
	6/9/2025	YENI001--Yeni Sandoval	20137003774	18.91	CA Statewide Homeless Education Conference May 2025 - Meals Sandoval, Yeni	55--California Pacific Charter - Los Angeles
		YENI001--Yeni Sandoval	20137003774	46.46	CA Statewide Homeless Education Conference May 2025 - Mileage Sandoval, Yeni	55--California Pacific Charter - Los Angeles
	6/9/2025	DONA001--Donald McLeish	101371758	65.87	SPED In-Person Testing - Mileage - McLeish, Don	55--California Pacific Charter - Los Angeles
	6/9/2025	ALLS001--All Systems Go Veterinary Solutions	101371750	1,624.16	Marketing Monthly - June 2025	55--California Pacific Charter - Los Angeles
	6/9/2025	CHRI001--Christine Feher	20137003765	263.69	Flight, In-Flight Internet for Sacramento Capital	55--California Pacific Charter - Los Angeles
		CHRI001--Christine Feher	20137003765	19.64	Parking / Mileage Sacramento Capital	55--California Pacific Charter - Los Angeles
		CHRI001--Christine Feher	20137003765	15.26	Mileage for BOD Meeting 5/13/25	55--California Pacific Charter - Los Angeles
		CHRI001--Christine Feher	20137003765	41.14	24th Annual Leadership in Biliteracy Symposium (SDCOE) Parking/Mileage for Ericka Zemmer	55--California Pacific Charter - Los Angeles

Company name: California Pacific Charter - Los Angeles
Report name: Check register
Created on: 7/7/2025
Location: 55--California Pacific Charter - Los Angeles

Bank	Date	Vendor	Document no.	Amount applied	Memo	Location
CHASE 1781 - Chase Bank - Main	**Account no: 505911781**					
	6/9/2025	DENY001--Denya Ciuffo Rose	20137003768	480.00	Teacher Induction Program Fees - Ciuffo Rose, Denya	55--California Pacific Charter - Los Angeles
	6/9/2025	PROC000--Procopio, Cory, Hargreaves & Savitch LLP	20137003766	397.30	Legal Services for April 2025	55--California Pacific Charter - Los Angeles
	6/9/2025	DELA000--De Lage Landen Financial Services Inc.	20137003767	206.88	Copier Lease Monthly - June 2025	55--California Pacific Charter - Los Angeles
	6/9/2025	ALPH000--Alpha Vision, Inc.	101371751	181.92	Google Drive Back-Up Monthly - June 2025	55--California Pacific Charter - Los Angeles
	6/9/2025	PART000--Partners in Special Education	101371753	240.00	APE Services - April 2025	55--California Pacific Charter - Los Angeles
	6/9/2025	CULL001--Culligan	101371755	32.14	Water Cooler Rental Monthly - June 2025	55--California Pacific Charter - Los Angeles
	6/9/2025	REBE001--Rebecca Ockey	20137003764	15.64	Park Day Meals - Ockey, Rebecca	55--California Pacific Charter - Los Angeles
		REBE001--Rebecca Ockey	20137003764	21.91	Park Day Mileage - Ockey, Rebecca	55--California Pacific Charter - Los Angeles
	6/12/2025	CHAR003--Charter Tech Services	20137003777	16,431.36	100 Student Devices with Licenses	55--California Pacific Charter - Los Angeles
		CHAR003--Charter Tech Services	20137003777	7,499.40	10 Staff Devices	55--California Pacific Charter - Los Angeles
	6/13/2025	NATA000--Small Talk OC	101371761	2,380.00	Speech Services - May 2025	55--California Pacific Charter - Los Angeles
	6/13/2025	NATA000--Small Talk OC	101371760	1,890.00	Speech Services - April 2025	55--California Pacific Charter - Los Angeles
	6/13/2025	WORL000--Worldwide Express	101371762	231.34	Shipping for CPC-LA	55--California Pacific Charter - Los Angeles
	6/13/2025	QUAR000--Quarles & Brady LLP	20137003782	221.76	Legal Services for April 2025	55--California Pacific Charter - Los Angeles
	6/13/2025	HATC000--Hatch & Cesario, Attorneys-at-Law	20137003784	198.00	Legal Services for April 2025	55--California Pacific Charter - Los Angeles
	6/13/2025	ASTA001--ASTA-USA TRANSLATION SERVICES, INC	101371764	259.84	Translation Services - May 2025	55--California Pacific Charter - Los Angeles
	6/13/2025	ASTA001--ASTA-USA TRANSLATION SERVICES, INC	101371763	205.80	Translation Services - May 2025	55--California Pacific Charter - Los Angeles
	6/13/2025	AMAZ000--Amazon	20137003780	18.05	Office supplies- paper for tickets	55--California Pacific Charter - Los Angeles
	6/13/2025	AMAZ000--Amazon	20137003781	12.49	Office supplies- envelopes	55--California Pacific Charter - Los Angeles
	6/13/2025	PADL001--Padlet	20137003779	540.00	2025-26 Software for Student Collaboration	55--California Pacific Charter - Los Angeles
	6/16/2025	ERIK001--Erika Stevens	20137003790	4,067.77	Erika Stevens - PASC Admin Credential Reimbursement	55--California Pacific Charter - Los Angeles
	6/16/2025	KRIS000--Kristine Kim	20137003788	16.34	SoCal Park Day Meals - Kim, Kristine	55--California Pacific Charter - Los Angeles
		KRIS000--Kristine Kim	20137003788	63.56	SoCal Park Day Mileage - Kim, Kristine	55--California Pacific Charter - Los Angeles
	6/16/2025	NICK001--Nickolas Cox	20137003789	11.22	Nickolas Cox - Return of Laptop - Packing Material	55--California Pacific Charter - Los Angeles
	6/16/2025	LISA003--Lisa Petrocelly	101371765	10.57	SoCal Park Day Mileage - Petrocelly, Lisa	55--California Pacific Charter - Los Angeles

Company name: California Pacific Charter - Los Angeles
Report name: Check register
Created on: 7/7/2025
Location: 55--California Pacific Charter - Los Angeles

Bank	Date	Vendor	Document no.	Amount applied	Memo	Location
CHASE 1781 - Chase Bank - Main	**Account no: 505911781**					
	6/18/2025	OHIO001--Ohio Bureau of Workers' Compensation	1697767533TC	54.00	Ohio Worker's Comp 2025-26	55--California Pacific Charter - Los Angeles
	6/18/2025	CHAR003--Charter Tech Services	20137003792	4,800.00	Technology Services for May 2025	55--California Pacific Charter - Los Angeles
	6/18/2025	CHAR003--Charter Tech Services	20137003793	4,800.00	Technology Services for June 2025	55--California Pacific Charter - Los Angeles
	6/18/2025	CHAR003--Charter Tech Services	20137003791	1,440.00	Technology Services for April 2025	55--California Pacific Charter - Los Angeles
	6/18/2025	OXFO000--Oxford Consulting Services, Inc.	20137003794	275.00	PT Services - May 2025	55--California Pacific Charter - Los Angeles
		OXFO000--Oxford Consulting Services, Inc.	20137003794	875.88	Speech Services - May 2025	55--California Pacific Charter - Los Angeles
		OXFO000--Oxford Consulting Services, Inc.	20137003794	1,687.50	BIS Services - May 2025	55--California Pacific Charter - Los Angeles
		OXFO000--Oxford Consulting Services, Inc.	20137003794	22.50	Nurse Services - May 2025	55--California Pacific Charter - Los Angeles
	6/18/2025	SANJ001--San Joaquin County Office of Education - LEA BOP	101371766	414.72	LEA Medi-Cal Billing Services Fee Monthly May 2025	55--California Pacific Charter - Los Angeles
	6/20/2025	EMPL001--Employees First Labor Law P.C. Client Trust Account	10268	20,333.33	Legal Settlement Payment	55--California Pacific Charter - Los Angeles
	6/23/2025	TIFF001--Tiffany Cozzi	101371771	33.88	Socal Graduation - Mileage - Cozzi, Tiffany	55--California Pacific Charter - Los Angeles
	6/23/2025	WORL000--Worldwide Express	101371768	92.67	Shipping for CPC-LA	55--California Pacific Charter - Los Angeles
	6/24/2025	JASO000--Jason D. McFaul	1173618495	200.00	June 2025 Board Stipends - JM	55--California Pacific Charter - Los Angeles
	6/24/2025	WILL000--William J Howard Jr.	1173618456	200.00	June 2025 Board Stipends - WH	55--California Pacific Charter - Los Angeles
	6/24/2025	TANY001--Tanya Rogers	1173618447	200.00	June 2025 Board Stipends - TR	55--California Pacific Charter - Los Angeles
	6/24/2025	KELL000--Kelly Wylie	1173618503	200.00	June 2025 Board Stipends - KW	55--California Pacific Charter - Los Angeles
	6/24/2025	SHIR000--Shirley Peterson	1173618530	200.00	June 2025 Board Stipends - SP	55--California Pacific Charter - Los Angeles
	6/24/2025	JOCE001--Jocelin Jones	20137003803	23.66	Socal Graduation - Mileage - Jones, Jocelin	55--California Pacific Charter - Los Angeles
	6/24/2025	WEND001--Wendy Waters Barton	20137003802	11.47	Socal Graduation - Meals - Waters Barton, Wendy	55--California Pacific Charter - Los Angeles
	6/24/2025	JASO000--Jason D. McFaul	20137003801	6.37	Mileage for Board Meeting 6/17/25	55--California Pacific Charter - Los Angeles
	6/24/2025	PJNU001--PJ Nuzman	20137003799	1,181.72	Nuzman, PJ - Physics Credential Classes & Materials Reimbursement	55--California Pacific Charter - Los Angeles
	6/24/2025	DAIS002--Daisy Carlos	20137003800	11.79	Mileage for Special Board Meeting 3/31/25	55--California Pacific Charter - Los Angeles
		DAIS002--Daisy Carlos	20137003800	11.79	Mileage for Board Meeting 5/13/25	55--California Pacific Charter - Los Angeles
		DAIS002--Daisy Carlos	20137003800	18.06	Mileage for Board Meeting 6/10/25	55--California Pacific Charter - Los Angeles
		DAIS002--Daisy Carlos	20137003800	11.79	Mileage for Board Meeting 6/17/25	55--California Pacific Charter - Los Angeles
		DAIS002--Daisy Carlos	20137003800	7.67	Lyft Ride to Grad Nite for Alexis Morfin and Daisy Carlos	55--California Pacific Charter - Los Angeles
	6/24/2025	GRET000--Gretchen Chamberlain	20137003798	23.15	Tech Device Processing at Office	55--California Pacific Charter - Los Angeles

Company name: California Pacific Charter - Los Angeles
Report name: Check register
Created on: 7/7/2025
Location: 55--California Pacific Charter - Los Angeles

Bank	Date	Vendor	Document no.	Amount applied	Memo	Location
CHASE 1781 - Chase Bank - Main	**Account no: 505911781**					
		GRET000--Gretchen Chamberlain	20137003798	21.88	SoCal Graduation in Fullerton	55--California Pacific Charter - Los Angeles
		GRET000--Gretchen Chamberlain	20137003798	35.91	In-Person Testing in Van Nuys	55--California Pacific Charter - Los Angeles
		GRET000--Gretchen Chamberlain	20137003798	56.00	In-Person Testing in West Covina	55--California Pacific Charter - Los Angeles
	6/24/2025	WILL000--William J Howard Jr.	20137003796	53.68	Mileage for Board Meeting 6/10/25	55--California Pacific Charter - Los Angeles
		WILL000--William J Howard Jr.	20137003796	6.98	Mileage for Board Meeting 6/17/25	55--California Pacific Charter - Los Angeles
	6/24/2025	SHIR000--Shirley Peterson	20137003797	49.01	Mileage for Board Meeting 6/10/25	55--California Pacific Charter - Los Angeles
	6/25/2025	CLIF000--Clifton Larson Allen LLP	20137003810	4,646.09	Audit of 06/30/2025 Fiscal Year Progress Payment	55--California Pacific Charter - Los Angeles
	6/25/2025	HANO000--The Hanover Insurance Group	101371772	1,434.60	Fidelity and Crime Policy for 25/26	55--California Pacific Charter - Los Angeles
	6/25/2025	EECS000--Effectual Educational Consulting Services	20137003805	287.50	Vision Assessment & Services - May 2025	55--California Pacific Charter - Los Angeles
		EECS000--Effectual Educational Consulting Services	20137003805	292.50	APE Services - May 2025	55--California Pacific Charter - Los Angeles
		EECS000--Effectual Educational Consulting Services	20137003805	994.50	School Nurse - May 2025	55--California Pacific Charter - Los Angeles
		EECS000--Effectual Educational Consulting Services	20137003805	1,235.00	OT Services - May 2025	55--California Pacific Charter - Los Angeles
	6/25/2025	VERI001--Veritext LLC	20137003808	234.36	Legal Services for February 2025	55--California Pacific Charter - Los Angeles
	6/25/2025	VERI001--Veritext LLC	20137003812	214.49	Legal Services for February 2025	55--California Pacific Charter - Los Angeles
	6/25/2025	ASTA001--ASTA-USA TRANSLATION SERVICES, INC	101371774	327.84	Translation Services - May 2025	55--California Pacific Charter - Los Angeles
	6/25/2025	CHAR002--Charters Choice Educational Services	101371775	250.00	Interpreting Services - May 2025	55--California Pacific Charter - Los Angeles
	6/25/2025	VERI001--Veritext LLC	20137003809	108.48	Legal Services for February 2025	55--California Pacific Charter - Los Angeles
	6/25/2025	VERI001--Veritext LLC	20137003811	108.48	Legal Services for February 2025	55--California Pacific Charter - Los Angeles
	6/25/2025	KATI002--Katie Hawck	20137003804	16.00	Internet - Socal Graduation - Hawck, Katie	55--California Pacific Charter - Los Angeles
		KATI002--Katie Hawck	20137003804	96.97	Transportation/Parking - Socal Graduation - Hawck, Katie	55--California Pacific Charter - Los Angeles
		KATI002--Katie Hawck	20137003804	55.99	Meals - Socal Graduation - Hawck, Katie	55--California Pacific Charter - Los Angeles
	6/26/2025	ANCH000--Anchor Counseling & Education Solutions, LLC	101371778	1,627.50	BIS Services - May 2025	55--California Pacific Charter - Los Angeles
	6/26/2025	WORL000--Worldwide Express	101371777	158.43	Shipping for CPC-LA	55--California Pacific Charter - Los Angeles
	6/27/2025	WORL000--Worldwide Express	101371783	214.24	Shipping for CPC-LA	55--California Pacific Charter - Los Angeles
	6/27/2025	JENN001--Jennifer Byus	101371782	8.64	Subscription for counseling activities	55--California Pacific Charter - Los Angeles
		JENN001--Jennifer Byus	101371782	5.39	Graduation 2025 Mileage Byus, Jennifer	55--California Pacific Charter - Los Angeles
		JENN001--Jennifer Byus	101371782	20.06	Supplies for SoCal Park Day	55--California Pacific Charter - Los Angeles
		JENN001--Jennifer Byus	101371782	5.12	Grad Night 2025 Mileage Byus, Jennifer	55--California Pacific Charter - Los Angeles
		JENN001--Jennifer Byus	101371782	26.25	SoCal Park Day Mileage Byus, Jennifer	55--California Pacific Charter - Los Angeles
	6/27/2025	UKG0001--UKG	20137003838	2,813.39	Payroll Processing Fees Qrtrly Jul- Sep 2025	55--California Pacific Charter - Los Angeles

Company name: California Pacific Charter - Los Angeles
Report name: Check register
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Location: 55--California Pacific Charter - Los Angeles

Bank	Date	Vendor	Document no.	Amount applied	Memo	Location
CHASE 1781 - Chase Bank - Main	**Account no: 505911781**					
		UKG0001--UKG	20137003838	100.03	Usage Overage Fee May 2025	55--California Pacific Charter - Los Angeles
	6/27/2025	UKG0001--UKG	20137003839	52.80	Off Cycle Payroll May 2025	55--California Pacific Charter - Los Angeles
	6/27/2025	OXFO000--Oxford Consulting Services, Inc.	20137003840	62.50	BIS Services - June 2025	55--California Pacific Charter - Los Angeles
	6/27/2025	AMAZ000--Amazon	20137003837	19.39	Supplies for SoCal graduation	55--California Pacific Charter - Los Angeles
	6/27/2025	AMAZ000--Amazon	20137003831	56.94	Supplies for SoCal graduation	55--California Pacific Charter - Los Angeles
	6/27/2025	AMAZ000--Amazon	20137003834	25.13	TK Student supplies	55--California Pacific Charter - Los Angeles
	6/27/2025	AMAZ000--Amazon	20137003833	7.23	Office supplies- Name Tag holders	55--California Pacific Charter - Los Angeles
	6/27/2025	AMAZ000--Amazon	20137003836	4.19	Textbook for teacher	55--California Pacific Charter - Los Angeles
	6/27/2025	AMAZ000--Amazon	20137003832	3.61	Office supplies- paper	55--California Pacific Charter - Los Angeles
	6/27/2025	AMAZ000--Amazon	20137003835	3.26	Textbook for teacher	55--California Pacific Charter - Los Angeles
	6/27/2025	AMAZ000--Amazon	20137003820	100.98	Student supplies- SoCal Park Day	55--California Pacific Charter - Los Angeles
	6/27/2025	AMAZ000--Amazon	20137003822	190.35	Technology screen for student in CPC-LA	55--California Pacific Charter - Los Angeles
	6/27/2025	AMAZ000--Amazon	20137003827	55.49	Office Supplies- paper	55--California Pacific Charter - Los Angeles
	6/27/2025	AMAZ000--Amazon	20137003830	54.30	Office supplies- paper	55--California Pacific Charter - Los Angeles
	6/27/2025	AMAZ000--Amazon	20137003818	27.35	Student supplies- SoCal Park Day	55--California Pacific Charter - Los Angeles
	6/27/2025	AMAZ000--Amazon	20137003825	17.72	Office Supplies- Labels and envelopes	55--California Pacific Charter - Los Angeles
	6/27/2025	AMAZ000--Amazon	20137003824	13.27	Student supplies- SoCal Park Day	55--California Pacific Charter - Los Angeles
	6/27/2025	AMAZ000--Amazon	20137003819	9.40	Office Supplies- tissue	55--California Pacific Charter - Los Angeles
	6/27/2025	AMAZ000--Amazon	20137003823	7.23	Office Supplies- name tags	55--California Pacific Charter - Los Angeles
	6/27/2025	AMAZ000--Amazon	20137003829	6.98	Textbook for teacher	55--California Pacific Charter - Los Angeles
	6/27/2025	AMAZ000--Amazon	20137003821	6.87	Textbook for teacher	55--California Pacific Charter - Los Angeles
	6/27/2025	AMAZ000--Amazon	20137003826	4.17	Textbook for teacher	55--California Pacific Charter - Los Angeles
	6/27/2025	AMAZ000--Amazon	20137003828	7.67	SPED supplies for student in CPC-LA	55--California Pacific Charter - Los Angeles
	6/27/2025	CHAR003--Charter Tech Services	20137003814	16,689.96	Student Devices for 2024-25	55--California Pacific Charter - Los Angeles
	6/27/2025	PHIL000--Philadelphia Insurance Companies	20137003815	2,544.30	July Insurance Premiums FY 25/26	55--California Pacific Charter - Los Angeles
	6/27/2025	CHAR001--Charter Impact	20137003813	1,260.00	Payroll & Retirement Services Monthly - May 2025	55--California Pacific Charter - Los Angeles
	6/30/2025	CHRI001--Christine Feher	20137003844	26.00	SoCal Graduation June 2025 Meal for Katie Hawck and Christine Feher	55--California Pacific Charter - Los Angeles
		CHRI001--Christine Feher	20137003844	184.91	Sacramento Capital May 2025 Flights for Christine Feher	55--California Pacific Charter - Los Angeles

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		CHRI001--Christine Feher	20137003844	14.94	BOD 6/10/25 Meeting Mileage for Christine Feher	55--California Pacific Charter - Los Angeles
		CHRI001--Christine Feher	20137003844	17.36	SoCal Graduation June 2025 Mileage for Christine Feher	55--California Pacific Charter - Los Angeles
		CHRI001--Christine Feher	20137003844	107.07	Sacramento Capital May 2025 Mileage, Car Rental, Parking, Gas and Uber for Christine Feher	55--California Pacific Charter - Los Angeles
	6/30/2025	ROMY001--Romy Fay-Mason	20137003843	49.14	Mileage/Tolls - Fay Mason, Romy	55--California Pacific Charter - Los Angeles
	6/30/2025	EDGE001--Imagine Learning LLC	20137003842	250.00	Edgenuity Exceptional Students for LA Student	55--California Pacific Charter - Los Angeles
		EDGE001--Imagine Learning LLC	20137003842	693.00	eDynamic Electives for LA Students - CTE	55--California Pacific Charter - Los Angeles
		EDGE001--Imagine Learning LLC	20137003842	693.00	eDynamic Electives for LA Students	55--California Pacific Charter - Los Angeles
Total for CHASE 1781				**125,916.98**		

Company name: California Pacific Charter - San Diego
Report name: Check register
Created on: 7/7/2025
Location: 44--California Pacific Charter - San Diego

Bank	Date	Vendor	Document no.	Amount applied	Memo	Location
CHASE 1781 - Chase Bank - Main	**Account no: 505911781**					
	6/2/2025	ANTH001--Anthem	1539693445TC	54,450.36	Medical Premiums Monthly - June 2025	44--California Pacific Charter - San Diego
	6/2/2025	SANJ000--San Joaquin County Office of Education - SEIS	101371748	64.00	EDJOIN Account May - June 2025	44--California Pacific Charter - San Diego
		SANJ000--San Joaquin County Office of Education - SEIS	101371748	330.00	EDJOIN Account July - May 2026	44--California Pacific Charter - San Diego
	6/2/2025	PITN000--Pitney Bowes Global Financial Services LLC	20137003760	21.15	Postage Machine Lease - Quarterly Jun 2025	44--California Pacific Charter - San Diego
		PITN000--Pitney Bowes Global Financial Services LLC	20137003760	43.61	Postage Machine Lease - Quarterly Jul - Aug 2025	44--California Pacific Charter - San Diego
	6/4/2025	ARNE001--A&R Parcel Three	1558916748TC	2,560.64	Office Space Rent - June 2025	44--California Pacific Charter - San Diego
		ARNE001--A&R Parcel Three	1558916748TC	76.51	Office Space DOE - June 2025	44--California Pacific Charter - San Diego
	6/4/2025	METL001--MetLife Small Business Center	20137003762	7,424.19	June 2025 Insurance Premiums	44--California Pacific Charter - San Diego
	6/4/2025	GRAD001--Graduation Solutions LLC	20137003761	886.27	Cap and gowns for graduation- All Scopes	44--California Pacific Charter - San Diego
	6/4/2025	WORL000--Worldwide Express	101371749	140.07	Shipping for CPC-SD	44--California Pacific Charter - San Diego
	6/6/2025	REBE001--Rebecca Ockey	20137003763	13.86	Button Postage - Ockey, Rebecca	44--California Pacific Charter - San Diego
	6/9/2025	AMAZ000--Amazon	20137003776	46.32	Supplies for SPED students in CPC-SD	44--California Pacific Charter - San Diego
	6/9/2025	JILL001--Jill Stubbs	20137003775	27.47	SoCal Park Day Mileage	44--California Pacific Charter - San Diego
		JILL001--Jill Stubbs	20137003775	27.84	SoCal Park Day Meals	44--California Pacific Charter - San Diego
	6/9/2025	RING000--RingCentral	20137003769	847.01	Phone Bill Monthly - May 2025	44--California Pacific Charter - San Diego
	6/9/2025	SARA001--Sarah Simkin	20137003771	1,800.00	Speech Assessment - May 2025	44--California Pacific Charter - San Diego
		SARA001--Sarah Simkin	20137003771	587.50	Speech Case Management - May 2025	44--California Pacific Charter - San Diego
	6/9/2025	WEND001--Wendy Waters Barton	20137003770	64.00	PD Reimbursement - Waters Barton, Wendy	44--California Pacific Charter - San Diego
	6/9/2025	YENI001--Yeni Sandoval	20137003774	46.45	CA Statewide Homeless Education Conference May 2025 - Mileage Sandoval, Yeni	44--California Pacific Charter - San Diego
		YENI001--Yeni Sandoval	20137003774	18.90	CA Statewide Homeless Education Conference May 2025 - Meals Sandoval, Yeni	44--California Pacific Charter - San Diego
	6/9/2025	DONA001--Donald McLeish	101371758	113.68	SPED In-Person Testing - Mileage - McLeish, Don	44--California Pacific Charter - San Diego
	6/9/2025	ALLS001--All Systems Go Veterinary Solutions	101371750	1,082.78	Marketing Monthly - June 2025	44--California Pacific Charter - San Diego
	6/9/2025	CHRI001--Christine Feher	20137003765	13.10	Parking / Mileage Sacramento Capital	44--California Pacific Charter - San Diego
		CHRI001--Christine Feher	20137003765	41.13	24th Annual Leadership in Biliteracy Symposium (SDCOE) Parking/Mileage for Ericka Zemmer	44--California Pacific Charter - San Diego
		CHRI001--Christine Feher	20137003765	175.80	Flight, In-Flight Internet for Sacramento Capital	44--California Pacific Charter - San Diego

Company name: California Pacific Charter - San Diego
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Bank	Date	Vendor	Document no.	Amount applied	Memo	Location
CHASE 1781 - Chase Bank - Main	**Account no: 505911781**					
		CHRI001--Christine Feher	20137003765	15.26	Mileage for BOD Meeting 5/13/25	44--California Pacific Charter - San Diego
	6/9/2025	DENY001--Denya Ciuffo Rose	20137003768	320.00	Teacher Induction Program Fees - Ciuffo Rose, Denya	44--California Pacific Charter - San Diego
	6/9/2025	PROC000--Procopio, Cory, Hargreaves & Savitch LLP	20137003766	264.86	Legal Services for April 2025	44--California Pacific Charter - San Diego
	6/9/2025	DELA000--De Lage Landen Financial Services Inc.	20137003767	137.93	Copier Lease Monthly - June 2025	44--California Pacific Charter - San Diego
	6/9/2025	ALPH000--Alpha Vision, Inc.	101371751	121.28	Google Drive Back-Up Monthly - June 2025	44--California Pacific Charter - San Diego
	6/9/2025	PART000--Partners in Special Education	101371752	180.00	APE Services - April 2025	44--California Pacific Charter - San Diego
	6/9/2025	CULL001--Culligan	101371755	21.42	Water Cooler Rental Monthly - June 2025	44--California Pacific Charter - San Diego
	6/9/2025	REBE001--Rebecca Ockey	20137003764	15.64	Park Day Meals - Ockey, Rebecca	44--California Pacific Charter - San Diego
		REBE001--Rebecca Ockey	20137003764	21.91	Park Day Mileage - Ockey, Rebecca	44--California Pacific Charter - San Diego
	6/12/2025	CHAR003--Charter Tech Services	20137003777	4,999.60	10 Staff Devices	44--California Pacific Charter - San Diego
		CHAR003--Charter Tech Services	20137003777	10,954.24	100 Student Devices with Licenses	44--California Pacific Charter - San Diego
	6/13/2025	WORL000--Worldwide Express	101371762	185.44	Shipping for CPC-SD	44--California Pacific Charter - San Diego
	6/13/2025	QUAR000--Quarles & Brady LLP	20137003782	147.84	Legal Services for April 2025	44--California Pacific Charter - San Diego
	6/13/2025	HATC000--Hatch & Cesario, Attorneys-at-Law	20137003784	132.00	Legal Services for April 2025	44--California Pacific Charter - San Diego
	6/13/2025	HATC000--Hatch & Cesario, Attorneys-at-Law	20137003785	187.50	Legal Services for April 2025	44--California Pacific Charter - San Diego
	6/13/2025	AMAZ000--Amazon	20137003780	12.03	Office supplies- paper for tickets	44--California Pacific Charter - San Diego
	6/13/2025	AMAZ000--Amazon	20137003781	8.33	Office supplies- envelopes	44--California Pacific Charter - San Diego
	6/13/2025	PADL001--Padlet	20137003779	396.00	2025-26 Software for Student Collaboration	44--California Pacific Charter - San Diego
	6/16/2025	BERK000--Berkshire Hathaway	1677775608TC	4,682.64	Worker's Comp May 2025	44--California Pacific Charter - San Diego
	6/16/2025	ERIK001--Erika Stevens	20137003790	2,711.85	Erika Stevens - PASC Admin Credential Reimbursement	44--California Pacific Charter - San Diego
	6/16/2025	KRIS000--Kristine Kim	20137003788	63.56	SoCal Park Day Mileage - Kim, Kristine	44--California Pacific Charter - San Diego
		KRIS000--Kristine Kim	20137003788	16.34	SoCal Park Day Meals - Kim, Kristine	44--California Pacific Charter - San Diego
	6/16/2025	NICK001--Nickolas Cox	20137003789	7.48	Nickolas Cox - Return of Laptop - Packing Material	44--California Pacific Charter - San Diego
	6/16/2025	LISA003--Lisa Petrocelly	101371765	10.57	SoCal Park Day Mileage - Petrocelly, Lisa	44--California Pacific Charter - San Diego
	6/18/2025	OHIO001--Ohio Bureau of Workers' Compensation	1697767533TC	39.60	Ohio Worker's Comp 2025-26	44--California Pacific Charter - San Diego

Company name: California Pacific Charter - San Diego
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CHASE 1781 - Chase Bank - Main	**Account no: 505911781**					
	6/18/2025	CHAR003--Charter Tech Services	20137003792	3,200.00	Technology Services for May 2025	44--California Pacific Charter - San Diego
	6/18/2025	CHAR003--Charter Tech Services	20137003793	3,200.00	Technology Services for June 2025	44--California Pacific Charter - San Diego
	6/18/2025	CHAR003--Charter Tech Services	20137003791	960.00	Technology Services for April 2025	44--California Pacific Charter - San Diego
	6/18/2025	SANJ001--San Joaquin County Office of Education - LEA BOP	101371766	276.48	LEA Medi-Cal Billing Services Fee Monthly May 2025	44--California Pacific Charter - San Diego
	6/20/2025	EMPL001--Employees First Labor Law P.C. Client Trust Account	10268	20,333.33	Legal Settlement Payment	44--California Pacific Charter - San Diego
	6/23/2025	TIFF001--Tiffany Cozzi	101371771	33.88	Socal Graduation - Mileage - Cozzi, Tiffany	44--California Pacific Charter - San Diego
	6/23/2025	NATA000--Small Talk OC	101371770	910.00	Speech Services - May 2025	44--California Pacific Charter - San Diego
	6/23/2025	WORL000--Worldwide Express	101371768	62.65	Shipping for CPC-SD	44--California Pacific Charter - San Diego
	6/24/2025	JASO000--Jason D. McFaul	1173618495	200.00	June 2025 Board Stipends - JM	44--California Pacific Charter - San Diego
	6/24/2025	WILL000--William J Howard Jr.	1173618456	200.00	June 2025 Board Stipends - WH	44--California Pacific Charter - San Diego
	6/24/2025	TANY001--Tanya Rogers	1173618447	200.00	June 2025 Board Stipends - TR	44--California Pacific Charter - San Diego
	6/24/2025	KELL000--Kelly Wylie	1173618503	200.00	June 2025 Board Stipends - KW	44--California Pacific Charter - San Diego
	6/24/2025	SHIR000--Shirley Peterson	1173618530	200.00	June 2025 Board Stipends - SP	44--California Pacific Charter - San Diego
	6/24/2025	JOCE001--Jocelin Jones	20137003803	23.66	Socal Graduation - Mileage - Jones, Jocelin	44--California Pacific Charter - San Diego
	6/24/2025	WEND001--Wendy Waters Barton	20137003802	11.47	Socal Graduation - Meals - Waters Barton, Wendy	44--California Pacific Charter - San Diego
	6/24/2025	JASO000--Jason D. McFaul	20137003801	6.37	Mileage for Board Meeting 6/17/25	44--California Pacific Charter - San Diego
	6/24/2025	PJNU001--PJ Nuzman	20137003799	787.82	Nuzman, PJ - Physics Credential Classes & Materials Reimbursement	44--California Pacific Charter - San Diego
	6/24/2025	DAIS002--Daisy Carlos	20137003800	11.78	Mileage for Board Meeting 5/13/25	44--California Pacific Charter - San Diego
		DAIS002--Daisy Carlos	20137003800	15.33	Lyft Ride to Grad Nite for Alexis Morfin and Daisy Carlos	44--California Pacific Charter - San Diego
		DAIS002--Daisy Carlos	20137003800	11.78	Mileage for Board Meeting 6/17/25	44--California Pacific Charter - San Diego
		DAIS002--Daisy Carlos	20137003800	18.06	Mileage for Board Meeting 6/10/25	44--California Pacific Charter - San Diego
		DAIS002--Daisy Carlos	20137003800	11.78	Mileage for Special Board Meeting 3/31/25	44--California Pacific Charter - San Diego
	6/24/2025	GRET000--Gretchen Chamberlain	20137003798	21.87	SoCal Graduation in Fullerton	44--California Pacific Charter - San Diego
		GRET000--Gretchen Chamberlain	20137003798	15.43	Tech Device Processing at Office	44--California Pacific Charter - San Diego
	6/24/2025	WILL000--William J Howard Jr.	20137003796	53.66	Mileage for Board Meeting 6/10/25	44--California Pacific Charter - San Diego
		WILL000--William J Howard Jr.	20137003796	6.97	Mileage for Board Meeting 6/17/25	44--California Pacific Charter - San Diego
	6/24/2025	SHIR000--Shirley Peterson	20137003797	48.99	Mileage for Board Meeting 6/10/25	44--California Pacific Charter - San Diego

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CHASE 1781 - Chase Bank - Main	**Account no: 505911781**					
	6/25/2025	CLIF000--Clifton Larson Allen LLP	20137003810	3,407.14	Audit of 06/30/2025 Fiscal Year Progress Payment	44--California Pacific Charter - San Diego
	6/25/2025	HANO000--The Hanover Insurance Group	101371772	1,052.04	Fidelity and Crime Policy for 25/26	44--California Pacific Charter - San Diego
	6/25/2025	EECS000--Effectual Educational Consulting Services	20137003807	260.00	OT Services - May 2025	44--California Pacific Charter - San Diego
		EECS000--Effectual Educational Consulting Services	20137003807	57.50	Vision Services - May 2025	44--California Pacific Charter - San Diego
		EECS000--Effectual Educational Consulting Services	20137003807	351.00	Vision & Hearing Screenings - May 2025	44--California Pacific Charter - San Diego
		EECS000--Effectual Educational Consulting Services	20137003807	35.00	AT Services - May 2025	44--California Pacific Charter - San Diego
	6/25/2025	VERI001--Veritext LLC	20137003808	156.25	Legal Services for February 2025	44--California Pacific Charter - San Diego
	6/25/2025	VERI001--Veritext LLC	20137003812	142.99	Legal Services for February 2025	44--California Pacific Charter - San Diego
	6/25/2025	SPEC000--Specialized Therapy Services	101371773	288.75	Counseling Services - April 2025	44--California Pacific Charter - San Diego
		SPEC000--Specialized Therapy Services	101371773	145.00	Vision Services - April 2025	44--California Pacific Charter - San Diego
	6/25/2025	VERI001--Veritext LLC	20137003809	72.32	Legal Services for February 2025	44--California Pacific Charter - San Diego
	6/25/2025	VERI001--Veritext LLC	20137003811	72.32	Legal Services for February 2025	44--California Pacific Charter - San Diego
	6/25/2025	KATI002--Katie Hawck	20137003804	16.00	Internet - Socal Graduation - Hawck, Katie	44--California Pacific Charter - San Diego
		KATI002--Katie Hawck	20137003804	96.96	Transportation/Parking - Socal Graduation - Hawck, Katie	44--California Pacific Charter - San Diego
		KATI002--Katie Hawck	20137003804	55.98	Meals - Socal Graduation - Hawck, Katie	44--California Pacific Charter - San Diego
	6/26/2025	WORL000--Worldwide Express	101371777	294.88	Shipping for CPC-SD	44--California Pacific Charter - San Diego
	6/26/2025	SPEC000--Specialized Therapy Services	101371776	36.25	Vision Services - May 2025	44--California Pacific Charter - San Diego
		SPEC000--Specialized Therapy Services	101371776	26.25	ERMHS Counseling Services - May 2025	44--California Pacific Charter - San Diego
	6/27/2025	WORL000--Worldwide Express	101371783	114.55	Shipping for CPC-SD	44--California Pacific Charter - San Diego
	6/27/2025	JENN001--Jennifer Byus	101371782	10.24	Grad Night 2025 Mileage Byus, Jennifer	44--California Pacific Charter - San Diego
		JENN001--Jennifer Byus	101371782	26.25	SoCal Park Day Mileage Byus, Jennifer	44--California Pacific Charter - San Diego
		JENN001--Jennifer Byus	101371782	20.06	Supplies for SoCal Park Day	44--California Pacific Charter - San Diego
		JENN001--Jennifer Byus	101371782	5.76	Subscription for counseling activities	44--California Pacific Charter - San Diego
		JENN001--Jennifer Byus	101371782	5.39	Graduation 2025 Mileage Byus, Jennifer	44--California Pacific Charter - San Diego
	6/27/2025	ASTA001--ASTA-USA TRANSLATION SERVICES, INC	101371779	276.00	Translation Services - May 2025	44--California Pacific Charter - San Diego
	6/27/2025	TSWT000--TSW Therapy, Inc.	20137003841	420.00	OT IEP Services - May 2025	44--California Pacific Charter - San Diego

Company name: California Pacific Charter - San Diego
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Bank	Date	Vendor	Document no.	Amount applied	Memo	Location
CHASE 1781 - Chase Bank - Main	**Account no: 505911781**					
		TSWT000--TSW Therapy, Inc.	20137003841	1,365.00	OT Assessment Services - May 2025	44--California Pacific Charter - San Diego
		TSWT000--TSW Therapy, Inc.	20137003841	1,015.00	OT Services - May 2025	44--California Pacific Charter - San Diego
		TSWT000--TSW Therapy, Inc.	20137003841	350.00	Speech IEP Services - May 2025	44--California Pacific Charter - San Diego
		TSWT000--TSW Therapy, Inc.	20137003841	805.00	Speech Assessment Services - May 2025	44--California Pacific Charter - San Diego
		TSWT000--TSW Therapy, Inc.	20137003841	2,729.17	Speech Services - May 2025	44--California Pacific Charter - San Diego
	6/27/2025	UKG0001--UKG	20137003838	66.69	Usage Overage Fee May 2025	44--California Pacific Charter - San Diego
		UKG0001--UKG	20137003838	2,063.15	Payroll Processing Fees Qrtrly Jul- Sep 2025	44--California Pacific Charter - San Diego
	6/27/2025	UKG0001--UKG	20137003839	35.20	Off Cycle Payroll May 2025	44--California Pacific Charter - San Diego
	6/27/2025	AMAZ000--Amazon	20137003837	19.39	Supplies for SoCal graduation	44--California Pacific Charter - San Diego
	6/27/2025	AMAZ000--Amazon	20137003831	56.93	Supplies for SoCal graduation	44--California Pacific Charter - San Diego
	6/27/2025	AMAZ000--Amazon	20137003834	16.75	TK Student supplies	44--California Pacific Charter - San Diego
	6/27/2025	AMAZ000--Amazon	20137003833	4.83	Office supplies- Name Tag holders	44--California Pacific Charter - San Diego
	6/27/2025	AMAZ000--Amazon	20137003836	2.79	Textbook for teacher	44--California Pacific Charter - San Diego
	6/27/2025	AMAZ000--Amazon	20137003832	2.41	Office supplies- paper	44--California Pacific Charter - San Diego
	6/27/2025	AMAZ000--Amazon	20137003835	2.18	Textbook for teacher	44--California Pacific Charter - San Diego
	6/27/2025	AMAZ000--Amazon	20137003820	100.98	Student supplies- SoCal Park Day	44--California Pacific Charter - San Diego
	6/27/2025	AMAZ000--Amazon	20137003827	36.99	Office Supplies- paper	44--California Pacific Charter - San Diego
	6/27/2025	AMAZ000--Amazon	20137003830	36.20	Office supplies- paper	44--California Pacific Charter - San Diego
	6/27/2025	AMAZ000--Amazon	20137003818	27.34	Student supplies- SoCal Park Day	44--California Pacific Charter - San Diego
	6/27/2025	AMAZ000--Amazon	20137003825	11.82	Office Supplies- Labels and envelopes	44--California Pacific Charter - San Diego
	6/27/2025	AMAZ000--Amazon	20137003824	13.26	Student supplies- SoCal Park Day	44--California Pacific Charter - San Diego
	6/27/2025	AMAZ000--Amazon	20137003819	6.27	Office Supplies- tissue	44--California Pacific Charter - San Diego
	6/27/2025	AMAZ000--Amazon	20137003823	4.83	Office Supplies- name tags	44--California Pacific Charter - San Diego
	6/27/2025	AMAZ000--Amazon	20137003829	4.66	Textbook for teacher	44--California Pacific Charter - San Diego
	6/27/2025	AMAZ000--Amazon	20137003821	4.59	Textbook for teacher	44--California Pacific Charter - San Diego
	6/27/2025	AMAZ000--Amazon	20137003826	2.78	Textbook for teacher	44--California Pacific Charter - San Diego
	6/27/2025	CHAR003--Charter Tech Services	20137003814	11,126.64	Student Devices for 2024-25	44--California Pacific Charter - San Diego

Company name: California Pacific Charter - San Diego
Report name: Check register
Created on: 7/7/2025
Location: 44--California Pacific Charter - San Diego

Bank	Date	Vendor	Document no.	Amount applied	Memo	Location
CHASE 1781 - Chase Bank - Main	**Account no: 505911781**					
	6/27/2025	PHIL000--Philadelphia Insurance Companies	20137003815	1,865.82	July Insurance Premiums FY 25/26	44--California Pacific Charter - San Diego
	6/27/2025	CHAR001--Charter Impact	20137003813	840.00	Payroll & Retirement Services Monthly - May 2025	44--California Pacific Charter - San Diego
	6/30/2025	CHRI001--Christine Feher	20137003844	17.36	SoCal Graduation June 2025 Mileage for Christine Feher	44--California Pacific Charter - San Diego
		CHRI001--Christine Feher	20137003844	25.99	SoCal Graduation June 2025 Meal for Katie Hawck and Christine Feher	44--California Pacific Charter - San Diego
		CHRI001--Christine Feher	20137003844	71.38	Sacramento Capital May 2025 Mileage, Car Rental, Parking, Gas and Uber for Christine Feher	44--California Pacific Charter - San Diego
		CHRI001--Christine Feher	20137003844	14.93	BOD 6/10/25 Meeting Mileage for Christine Feher	44--California Pacific Charter - San Diego
		CHRI001--Christine Feher	20137003844	123.27	Sacramento Capital May 2025 Flights for Christine Feher	44--California Pacific Charter - San Diego
	6/30/2025	ROMY001--Romy Fay-Mason	20137003843	32.76	Mileage/Tolls - Fay Mason, Romy	44--California Pacific Charter - San Diego
	6/30/2025	EDGE001--Imagine Learning LLC	20137003842	250.00	Edgenuity Exceptional Students for SD Student	44--California Pacific Charter - San Diego
		EDGE001--Imagine Learning LLC	20137003842	643.50	eDynamic Electives for SD Students - CTE	44--California Pacific Charter - San Diego
		EDGE001--Imagine Learning LLC	20137003842	643.50	eDynamic Electives for SD Students	44--California Pacific Charter - San Diego
Total for CHASE 1781				**159,461.51**		

Company name: California Pacific Charter - Sonoma
Report name: Check register
Created on: 7/7/2025
Location: 95--California Pacific Charter - Sonoma

Bank	Date	Vendor	Document no.	Amount applied	Memo	Location
CHASE 1781 - Chase Bank - Main	**Account no: 505911781**					
	6/2/2025	SANJ000--San Joaquin County Office of Education - SEIS	101371748	220.00	EDJOIN Account July - May 2026	95--California Pacific Charter - Sonoma
		SANJ000--San Joaquin County Office of Education - SEIS	101371748	40.00	EDJOIN Account May - June 2025	95--California Pacific Charter - Sonoma
	6/2/2025	PITN000--Pitney Bowes Global Financial Services LLC	20137003760	29.07	Postage Machine Lease - Quarterly Jul - Aug 2025	95--California Pacific Charter - Sonoma
		PITN000--Pitney Bowes Global Financial Services LLC	20137003760	13.21	Postage Machine Lease - Quarterly Jun 2025	95--California Pacific Charter - Sonoma
	6/4/2025	ARNE001--A&R Parcel Three	1558916748TC	47.81	Office Space DOE - June 2025	95--California Pacific Charter - Sonoma
		ARNE001--A&R Parcel Three	1558916748TC	1,600.40	Office Space Rent - June 2025	95--California Pacific Charter - Sonoma
	6/4/2025	GRAD001--Graduation Solutions LLC	20137003761	553.92	Cap and gowns for graduation- All Scopes	95--California Pacific Charter - Sonoma
	6/4/2025	WORL000--Worldwide Express	101371749	420.59	Shipping for CPC-SO	95--California Pacific Charter - Sonoma
	6/6/2025	REBE001--Rebecca Ockey	20137003763	8.66	Button Postage - Ockey, Rebecca	95--California Pacific Charter - Sonoma
	6/9/2025	MYCH001--Mychal Garcia	101371759	303.10	Reimbursement for NorCal Park Day	95--California Pacific Charter - Sonoma
	6/9/2025	SARA001--Sarah Simkin	20137003773	425.00	Speech Case Management - May 2025	95--California Pacific Charter - Sonoma
		SARA001--Sarah Simkin	20137003773	3,300.00	Speech Assessment - May 2025	95--California Pacific Charter - Sonoma
	6/9/2025	RING000--RingCentral	20137003769	529.38	Phone Bill Monthly - May 2025	95--California Pacific Charter - Sonoma
	6/9/2025	WEND001--Wendy Waters Barton	20137003770	40.00	PD Reimbursement - Waters Barton, Wendy	95--California Pacific Charter - Sonoma
	6/9/2025	YENI001--Yeni Sandoval	20137003774	18.90	CA Statewide Homeless Education Conference May 2025 - Meals Sandoval, Yeni	95--California Pacific Charter - Sonoma
		YENI001--Yeni Sandoval	20137003774	46.45	CA Statewide Homeless Education Conference May 2025 - Mileage Sandoval, Yeni	95--California Pacific Charter - Sonoma
	6/9/2025	ALLS001--All Systems Go Veterinary Solutions	101371750	676.73	Marketing Monthly - June 2025	95--California Pacific Charter - Sonoma
	6/9/2025	CHRI001--Christine Feher	20137003765	31.64	Guerneville BOD Meeting May 2025 Meals for Christine Feher	95--California Pacific Charter - Sonoma
		CHRI001--Christine Feher	20137003765	217.74	Guerneville BOD Meeting May 2025 Car Rental/Gas/Parking/Mileage for Christine Feher	95--California Pacific Charter - Sonoma
		CHRI001--Christine Feher	20137003765	837.04	Guerneville BOD Meeting May 2025 Flight/Hotel/Internet for Christine Feher	95--California Pacific Charter - Sonoma
		CHRI001--Christine Feher	20137003765	15.26	Mileage for BOD Meeting 5/13/25	95--California Pacific Charter - Sonoma
		CHRI001--Christine Feher	20137003765	109.87	Flight, In-Flight Internet for Sacramento Capital	95--California Pacific Charter - Sonoma
		CHRI001--Christine Feher	20137003765	41.13	24th Annual Leadership in Biliteracy Symposium (SDCOE) Parking/Mileage for Ericka Zemmer	95--California Pacific Charter - Sonoma
		CHRI001--Christine Feher	20137003765	8.18	Parking / Mileage Sacramento Capital	95--California Pacific Charter - Sonoma
	6/9/2025	DENY001--Denya Ciuffo Rose	20137003768	200.00	Teacher Induction Program Fees - Ciuffo Rose, Denya	95--California Pacific Charter - Sonoma

Company name: California Pacific Charter - Sonoma
Report name: Check register
Created on: 7/7/2025
Location: 95--California Pacific Charter - Sonoma

Bank	Date	Vendor	Document no.	Amount applied	Memo	Location
CHASE 1781 - Chase Bank - Main	**Account no: 505911781**					
	6/9/2025	PROC000--Procopio, Cory, Hargreaves & Savitch LLP	20137003766	165.54	Legal Services for April 2025	95--California Pacific Charter - Sonoma
	6/9/2025	DELA000--De Lage Landen Financial Services Inc.	20137003767	86.20	Copier Lease Monthly - June 2025	95--California Pacific Charter - Sonoma
	6/9/2025	ALPH000--Alpha Vision, Inc.	101371751	75.80	Google Drive Back-Up Monthly - June 2025	95--California Pacific Charter - Sonoma
	6/9/2025	PART000--Partners in Special Education	101371754	360.00	APE Services - April 2025	95--California Pacific Charter - Sonoma
	6/9/2025	CULL001--Culligan	101371755	13.39	Water Cooler Rental Monthly - June 2025	95--California Pacific Charter - Sonoma
	6/12/2025	CHAR003--Charter Tech Services	20137003777	3,124.75	10 Staff Devices	95--California Pacific Charter - Sonoma
		CHAR003--Charter Tech Services	20137003777	6,846.40	100 Student Devices with Licenses	95--California Pacific Charter - Sonoma
	6/13/2025	HATC000--Hatch & Cesario, Attorneys-at-Law	20137003783	4,087.50	Legal Services for April 2025	95--California Pacific Charter - Sonoma
	6/13/2025	WORL000--Worldwide Express	101371762	117.33	Shipping for CPC-SO	95--California Pacific Charter - Sonoma
	6/13/2025	QUAR000--Quarles & Brady LLP	20137003782	92.40	Legal Services for April 2025	95--California Pacific Charter - Sonoma
	6/13/2025	HATC000--Hatch & Cesario, Attorneys-at-Law	20137003784	82.50	Legal Services for April 2025	95--California Pacific Charter - Sonoma
	6/13/2025	AMAZ000--Amazon	20137003780	7.52	Office supplies- paper for tickets	95--California Pacific Charter - Sonoma
	6/13/2025	AMAZ000--Amazon	20137003781	5.20	Office supplies- envelopes	95--California Pacific Charter - Sonoma
	6/13/2025	PADL001--Padlet	20137003779	264.00	2025-26 Software for Student Collaboration	95--California Pacific Charter - Sonoma
	6/16/2025	ERIK001--Erika Stevens	20137003790	1,694.90	Erika Stevens - PASC Admin Credential Reimbursement	95--California Pacific Charter - Sonoma
	6/16/2025	COUR001--Courtney Young	20137003787	318.50	NorCal Park Day Mileage	95--California Pacific Charter - Sonoma
		COUR001--Courtney Young	20137003787	41.31	NorCal Park Day Meal	95--California Pacific Charter - Sonoma
	6/16/2025	UNPL001--Unplug Studio LLC	20137003786	65.00	Website Hosting & Maintenance Monthly - June 2025	95--California Pacific Charter - Sonoma
	6/16/2025	NICK001--Nickolas Cox	20137003789	4.68	Nickolas Cox - Return of Laptop - Packing Material	95--California Pacific Charter - Sonoma
	6/18/2025	OHIO001--Ohio Bureau of Workers' Compensation	1697767533TC	26.40	Ohio Worker's Comp 2025-26	95--California Pacific Charter - Sonoma
	6/18/2025	CHAR003--Charter Tech Services	20137003792	2,000.00	Technology Services for May 2025	95--California Pacific Charter - Sonoma
	6/18/2025	CHAR003--Charter Tech Services	20137003793	2,000.00	Technology Services for June 2025	95--California Pacific Charter - Sonoma
	6/18/2025	NATA000--Small Talk OC	101371767	4,270.00	Speech Services - May 2025	95--California Pacific Charter - Sonoma
	6/18/2025	CHAR003--Charter Tech Services	20137003791	600.00	Technology Services for April 2025	95--California Pacific Charter - Sonoma
	6/18/2025	SANJ001--San Joaquin County Office of Education - LEA BOP	101371766	172.80	LEA Medi-Cal Billing Services Fee Monthly May 2025	95--California Pacific Charter - Sonoma

Company name: California Pacific Charter - Sonoma
Report name: Check register
Created on: 7/7/2025
Location: 95--California Pacific Charter - Sonoma

Bank	Date	Vendor	Document no.	Amount applied	Memo	Location
CHASE 1781 - Chase Bank - Main	**Account no: 505911781**					
	6/18/2025	OXFO000--Oxford Consulting Services, Inc.	20137003795	378.00	OT Services - May 2025	95--California Pacific Charter - Sonoma
	6/20/2025	EMPL001--Employees First Labor Law P.C. Client Trust Account	10268	20,333.34	Legal Settlement Payment	95--California Pacific Charter - Sonoma
	6/23/2025	WORL000--Worldwide Express	101371768	60.39	Shipping for CPC-SO	95--California Pacific Charter - Sonoma
	6/23/2025	LITT002--Little Hands Occupational Therapy, Inc.	101371769	205.00	OT Services - May 2025	95--California Pacific Charter - Sonoma
	6/24/2025	JASO000--Jason D. McFaul	1173618495	200.00	June 2025 Board Stipends - JM	95--California Pacific Charter - Sonoma
	6/24/2025	WILL000--William J Howard Jr.	1173618456	200.00	June 2025 Board Stipends - WH	95--California Pacific Charter - Sonoma
	6/24/2025	TANY001--Tanya Rogers	1173618447	200.00	June 2025 Board Stipends - TR	95--California Pacific Charter - Sonoma
	6/24/2025	KELL000--Kelly Wylie	1173618503	200.00	June 2025 Board Stipends - KW	95--California Pacific Charter - Sonoma
	6/24/2025	SHIR000--Shirley Peterson	1173618530	200.00	June 2025 Board Stipends - SP	95--California Pacific Charter - Sonoma
	6/24/2025	JASO000--Jason D. McFaul	20137003801	6.37	Mileage for Board Meeting 6/17/25	95--California Pacific Charter - Sonoma
	6/24/2025	PJNU001--PJ Nuzman	20137003799	492.38	Nuzman, PJ - Physics Credential Classes & Materials Reimbursement	95--California Pacific Charter - Sonoma
	6/24/2025	DAIS002--Daisy Carlos	20137003800	11.78	Mileage for Special Board Meeting 3/31/25	95--California Pacific Charter - Sonoma
		DAIS002--Daisy Carlos	20137003800	11.78	Mileage for Board Meeting 5/13/25	95--California Pacific Charter - Sonoma
		DAIS002--Daisy Carlos	20137003800	18.06	Mileage for Board Meeting 6/10/25	95--California Pacific Charter - Sonoma
		DAIS002--Daisy Carlos	20137003800	11.78	Mileage for Board Meeting 6/17/25	95--California Pacific Charter - Sonoma
		DAIS002--Daisy Carlos	20137003800	3.83	Lyft Ride to Grad Nite for Alexis Morfin and Daisy Carlos	95--California Pacific Charter - Sonoma
	6/24/2025	GRET000--Gretchen Chamberlain	20137003798	9.65	Tech Device Processing at Office	95--California Pacific Charter - Sonoma
	6/24/2025	WILL000--William J Howard Jr.	20137003796	53.66	Mileage for Board Meeting 6/10/25	95--California Pacific Charter - Sonoma
		WILL000--William J Howard Jr.	20137003796	6.98	Mileage for Board Meeting 6/17/25	95--California Pacific Charter - Sonoma
	6/24/2025	SHIR000--Shirley Peterson	20137003797	49.00	Mileage for Board Meeting 6/10/25	95--California Pacific Charter - Sonoma
	6/25/2025	CLIF000--Clifton Larson Allen LLP	20137003810	2,271.42	Audit of 06/30/2025 Fiscal Year Progress Payment	95--California Pacific Charter - Sonoma
	6/25/2025	HANO000--The Hanover Insurance Group	101371772	701.36	Fidelity and Crime Policy for 25/26	95--California Pacific Charter - Sonoma
	6/25/2025	EECS000--Effectual Educational Consulting Services	20137003806	409.50	APE Services - May 2025	95--California Pacific Charter - Sonoma
		EECS000--Effectual Educational Consulting Services	20137003806	390.00	OT Services - May 2025	95--California Pacific Charter - Sonoma
		EECS000--Effectual Educational Consulting Services	20137003806	70.00	AT Services - May 2025	95--California Pacific Charter - Sonoma
	6/25/2025	VERI001--Veritext LLC	20137003808	97.65	Legal Services for February 2025	95--California Pacific Charter - Sonoma
	6/25/2025	VERI001--Veritext LLC	20137003812	89.37	Legal Services for February 2025	95--California Pacific Charter - Sonoma

Company name: California Pacific Charter - Sonoma
Report name: Check register
Created on: 7/7/2025
Location: 95--California Pacific Charter - Sonoma

Bank	Date	Vendor	Document no.	Amount applied	Memo	Location
CHASE 1781 - Chase Bank - Main	**Account no: 505911781**					
	6/25/2025	VERI001--Veritext LLC	20137003809	45.20	Legal Services for February 2025	95--California Pacific Charter - Sonoma
	6/25/2025	VERI001--Veritext LLC	20137003811	45.20	Legal Services for February 2025	95--California Pacific Charter - Sonoma
	6/26/2025	WORL000--Worldwide Express	101371777	125.90	Shipping for CPC-SO	95--California Pacific Charter - Sonoma
	6/27/2025	WORL000--Worldwide Express	101371783	237.16	Shipping for CPC-SO	95--California Pacific Charter - Sonoma
	6/27/2025	HOLL001--Holly Hess	101371781	238.70	Reimbursement for CPC-SO NorCal Park Day	95--California Pacific Charter - Sonoma
	6/27/2025	JENN001--Jennifer Byus	101371782	3.60	Subscription for counseling activities	95--California Pacific Charter - Sonoma
		JENN001--Jennifer Byus	101371782	2.56	Grad Night 2025 Mileage Byus, Jennifer	95--California Pacific Charter - Sonoma
	6/27/2025	LYTL001--Rebecca Lytle	101371780	1,500.00	APE Assessment - May 2025	95--California Pacific Charter - Sonoma
	6/27/2025	UKG0001--UKG	20137003838	41.68	Usage Overage Fee May 2025	95--California Pacific Charter - Sonoma
		UKG0001--UKG	20137003838	1,375.44	Payroll Processing Fees Qrtrly Jul- Sep 2025	95--California Pacific Charter - Sonoma
	6/27/2025	UKG0001--UKG	20137003839	22.00	Off Cycle Payroll May 2025	95--California Pacific Charter - Sonoma
	6/27/2025	AMAZ000--Amazon	20137003834	10.47	TK Student supplies	95--California Pacific Charter - Sonoma
	6/27/2025	AMAZ000--Amazon	20137003833	3.01	Office supplies- Name Tag holders	95--California Pacific Charter - Sonoma
	6/27/2025	AMAZ000--Amazon	20137003836	1.75	Textbook for teacher	95--California Pacific Charter - Sonoma
	6/27/2025	AMAZ000--Amazon	20137003832	1.51	Office supplies- paper	95--California Pacific Charter - Sonoma
	6/27/2025	AMAZ000--Amazon	20137003835	1.36	Textbook for teacher	95--California Pacific Charter - Sonoma
	6/27/2025	AMAZ000--Amazon	20137003816	241.39	Student supplies- NorCal Park Day	95--California Pacific Charter - Sonoma
	6/27/2025	AMAZ000--Amazon	20137003827	23.12	Office Supplies- paper	95--California Pacific Charter - Sonoma
	6/27/2025	AMAZ000--Amazon	20137003830	22.62	Office supplies- paper	95--California Pacific Charter - Sonoma
	6/27/2025	AMAZ000--Amazon	20137003817	95.02	Student supplies- NorCal Park Day	95--California Pacific Charter - Sonoma
	6/27/2025	AMAZ000--Amazon	20137003825	7.38	Office Supplies- Labels and envelopes	95--California Pacific Charter - Sonoma
	6/27/2025	AMAZ000--Amazon	20137003819	3.92	Office Supplies- tissue	95--California Pacific Charter - Sonoma
	6/27/2025	AMAZ000--Amazon	20137003823	3.01	Office Supplies- name tags	95--California Pacific Charter - Sonoma
	6/27/2025	AMAZ000--Amazon	20137003829	2.91	Textbook for teacher	95--California Pacific Charter - Sonoma
	6/27/2025	AMAZ000--Amazon	20137003821	2.86	Textbook for teacher	95--California Pacific Charter - Sonoma
	6/27/2025	AMAZ000--Amazon	20137003826	1.74	Textbook for teacher	95--California Pacific Charter - Sonoma
	6/27/2025	CHAR003--Charter Tech Services	20137003814	6,954.15	Student Devices for 2024-25	95--California Pacific Charter - Sonoma
	6/27/2025	PHIL000--Philadelphia Insurance Companies	20137003815	1,243.88	July Insurance Premiums FY 25/26	95--California Pacific Charter - Sonoma
	6/27/2025	CHAR001--Charter Impact	20137003813	525.00	Payroll & Retirement Services Monthly - May 2025	95--California Pacific Charter - Sonoma

Company name: California Pacific Charter - Sonoma
Report name: Check register
Created on: 7/7/2025
Location: 95--California Pacific Charter - Sonoma

Bank	Date	Vendor	Document no.	Amount applied	Memo	Location
CHASE 1781 - Chase Bank - Main	**Account no: 505911781**					
	6/30/2025	CHRI001--Christine Feher	20137003844	14.93	BOD 6/10/25 Meeting Mileage for Christine Feher	95--California Pacific Charter - Sonoma
		CHRI001--Christine Feher	20137003844	972.82	NorCal Graduation June 2025 Flights and Hotel for Christine Feher	95--California Pacific Charter - Sonoma
		CHRI001--Christine Feher	20137003844	413.68	NorCal Graduation June 2025 Car Rental, Gas, Mileage, Rideshare for Christine Feher	95--California Pacific Charter - Sonoma
		CHRI001--Christine Feher	20137003844	77.04	Sacramento Capital May 2025 Flights for Christine Feher	95--California Pacific Charter - Sonoma
		CHRI001--Christine Feher	20137003844	44.61	Sacramento Capital May 2025 Mileage, Car Rental, Parking, Gas and Uber for Christine Feher	95--California Pacific Charter - Sonoma
		CHRI001--Christine Feher	20137003844	214.41	NorCal Graduation June 2025 Meals for Alexis Morfin, Katie Hawck, and Christine Feher	95--California Pacific Charter - Sonoma
	6/30/2025	ROMY001--Romy Fay-Mason	20137003843	20.47	Mileage/Tolls - Fay Mason, Romy	95--California Pacific Charter - Sonoma
	6/30/2025	EDGE001--Imagine Learning LLC	20137003842	445.50	eDynamic Electives for SO Students - CTE	95--California Pacific Charter - Sonoma
		EDGE001--Imagine Learning LLC	20137003842	445.50	eDynamic Electives for SO Students	95--California Pacific Charter - Sonoma
		EDGE001--Imagine Learning LLC	20137003842	250.00	Edgenuity Exceptional Students for SO Student	95--California Pacific Charter - Sonoma
Total for CHASE 1781				**78,619.00**		

Company name: California Pacific Charter - Los Angeles
Report name: Check register
Created on: 8/5/2025
Location: 55--California Pacific Charter - Los Angeles

Bank	Date	Vendor	Document no.	Amount applied	Memo	Location
CHASE 1781 - Chase Bank - Main	**Account no: 505911781**					
	7/3/2025	JOCE001--Jocelin Jones	Voided - 20137003	(23.66)	Socal Graduation - Mileage - Jones, Jocelin	55--California Pacific Charter - Los Angeles
	7/3/2025	HATC000--Hatch & Cesario, Attorneys-at-Law	20137003861	1,492.56	Legal Services for May 2025	55--California Pacific Charter - Los Angeles
	7/3/2025	TSWT000--TSW Therapy, Inc.	20137003860	1,190.00	OT Assessment Services - May 2025	55--California Pacific Charter - Los Angeles
		TSWT000--TSW Therapy, Inc.	20137003860	700.00	OT IEP Services - May 2025	55--California Pacific Charter - Los Angeles
		TSWT000--TSW Therapy, Inc.	20137003860	1,155.00	OT Services - May 2025	55--California Pacific Charter - Los Angeles
		TSWT000--TSW Therapy, Inc.	20137003860	210.00	Speech IEP Services - May 2025	55--California Pacific Charter - Los Angeles
		TSWT000--TSW Therapy, Inc.	20137003860	1,638.33	Speech Services - May 2025	55--California Pacific Charter - Los Angeles
	7/3/2025	AMIR001--Amira Learning, Inc.	20137003858	1,350.00	CA Dyslexia Subscription for 25/26 SY	55--California Pacific Charter - Los Angeles
	7/3/2025	CCSA001--California Charter Schools Association	101371789	956.25	CCSA Conference February 2026 Registrations for 5 Admins	55--California Pacific Charter - Los Angeles
	7/3/2025	SANJ001--San Joaquin County Office of Education - LEA BOP	101371788	352.32	LEA Medi-Cal Billing Services Fee Monthly June 2025	55--California Pacific Charter - Los Angeles
	7/3/2025	KAJE000--Kajeet, Inc	20137003851	6,470.51	Contract for 25/26 SY Hotspots	55--California Pacific Charter - Los Angeles
	7/3/2025	CCSA001--California Charter Schools Association	20137003856	6,848.00	Membership for the 25/26 SY - CPC-LA	55--California Pacific Charter - Los Angeles
	7/3/2025	BOAR001--BoardOnTrack, Inc.	20137003852	2,697.75	Board on Track Renewal 25-26	55--California Pacific Charter - Los Angeles
	7/3/2025	BRAP000--BrainPOP LLC	101371787	2,571.75	ELL Curriculum for 25/26 SY	55--California Pacific Charter - Los Angeles
	7/3/2025	SEES000--Seesaw Learning, Inc.	20137003854	1,676.25	Instruction & Insights Online Curriculum Subscription for 25/26 SY	55--California Pacific Charter - Los Angeles
	7/3/2025	DISC001--Discovery Education Inc.	20137003855	449.55	Mystery Writing 25/26 SY	55--California Pacific Charter - Los Angeles
	7/3/2025	DOCU000--Document Tracking Services	101371786	371.25	Document Tracking Services for 25/26 SY	55--California Pacific Charter - Los Angeles
	7/3/2025	DELA000--De Lage Landen Financial Services Inc.	20137003853	193.95	Copier Lease Monthly - July 2025	55--California Pacific Charter - Los Angeles
	7/3/2025	CARE001--Care Solace	20137003850	1,518.75	Contract for 26/27 SY Mental Health Services	55--California Pacific Charter - Los Angeles
		CARE001--Care Solace	20137003850	1,518.75	Contract for 27/28 SY Mental Health Services	55--California Pacific Charter - Los Angeles
		CARE001--Care Solace	20137003850	1,518.75	Contract for 25/26 SY Mental Health Services	55--California Pacific Charter - Los Angeles
	7/3/2025	LEAR002--Language Tree Online, Inc.	20137003848	2,416.50	COMP ELD Levels 1 & 2 (10-49)	55--California Pacific Charter - Los Angeles
		LEAR002--Language Tree Online, Inc.	20137003848	243.00	ELPAC Performance Indicator (21-99 User Tier)	55--California Pacific Charter - Los Angeles
		LEAR002--Language Tree Online, Inc.	20137003848	135.00	Online ELD 1 Professional Development course	55--California Pacific Charter - Los Angeles

Company name: California Pacific Charter - Los Angeles
Report name: Check register
Created on: 8/5/2025
Location: 55--California Pacific Charter - Los Angeles

Bank	Date	Vendor	Document no.	Amount applied	Memo	Location
CHASE 1781 - Chase Bank - Main	**Account no: 505911781**					
	7/3/2025	CHAR001--Charter Impact	20137003845	1,323.00	Payroll & Retirement Services Monthly - June 2025	55--California Pacific Charter - Los Angeles
	7/3/2025	ESGI001--ESGI, LLC	20137003849	873.00	Assessment Licenses for 25/26 SY	55--California Pacific Charter - Los Angeles
	7/3/2025	MYST000--Mystery Science, Inc.	101371785	762.75	Science Curriculum Membership for 25/26 SY	55--California Pacific Charter - Los Angeles
	7/3/2025	3PLE000--3P Learning Inc.	20137003846	252.00	Mathseeds & Reading Eggs Subscription 25/26 SY	55--California Pacific Charter - Los Angeles
	7/7/2025	ARNE001--A&R Parcel Three	1881585015TC	3,600.90	Office Space Rent - July 2025	55--California Pacific Charter - Los Angeles
		ARNE001--A&R Parcel Three	1881585015TC	107.58	Office Space DOE - July 2025	55--California Pacific Charter - Los Angeles
	7/7/2025	PART000--Partners in Special Education	101371794	300.00	APE Services - May 2025	55--California Pacific Charter - Los Angeles
	7/7/2025	NOTA001--Notable, Inc. (Kami)	20137003872	2,790.00	School Subscription for 25/26 SY	55--California Pacific Charter - Los Angeles
	7/7/2025	PARS000--Parsec Education, Inc.	20137003868	1,908.00	ParsecGo Data Analytics/Dashboard 03/24/25-06/30/25	55--California Pacific Charter - Los Angeles
		PARS000--Parsec Education, Inc.	20137003868	7,155.00	ParsecGo Data Analytics/Dashboard 07/01/25-06/30/26	55--California Pacific Charter - Los Angeles
	7/7/2025	CHAR003--Charter Tech Services	20137003869	4,500.00	Monthly Technology Services for July 2025	55--California Pacific Charter - Los Angeles
	7/7/2025	PATH001--Pathful	20137003866	3,915.00	Licenses for CTE 25/26 SY	55--California Pacific Charter - Los Angeles
	7/7/2025	CIVI001--CivicBell LLC	20137003865	1,350.00	Contract for 25/26 SY Residency Verification System	55--California Pacific Charter - Los Angeles
	7/7/2025	VECT001--Vector Solutions	20137003867	1,086.26	Vector Evaluation Solutions Subscription for 25/26 SY	55--California Pacific Charter - Los Angeles
	7/7/2025	ECCI000--ECC Imaging LLC	101371790	188.00	Copier Overages Monthly - June 2025	55--California Pacific Charter - Los Angeles
	7/7/2025	LISA003--Lisa Petrocelly	101371792	44.29	Postage - Petrocelly, Lisa	55--California Pacific Charter - Los Angeles
	7/8/2025	RING000--RingCentral	20137003874	1,270.51	Phone Bill Monthly - June 2025	55--California Pacific Charter - Los Angeles
	7/8/2025	OG00001--Institute for Multi-Sensory Education	20137003873	506.25	IMSE Lab Subscription 25/26 SY for 10 Teachers	55--California Pacific Charter - Los Angeles
	7/9/2025	OHIO001--Ohio Bureau of Workers' Compensation	1900499465TC	6.24	Ohio WC Policy True-up 7/1/24 to 7/1/25	55--California Pacific Charter - Los Angeles
	7/9/2025	ALPH000--Alpha Vision, Inc.	101371799	170.55	Google Drive Back-Up Monthly - July 2025	55--California Pacific Charter - Los Angeles
	7/9/2025	1STD000--1st Day School Supplies, LLC	101371797	4,380.01	Supply Boxes for Art 25/26 SY	55--California Pacific Charter - Los Angeles
		1STD000--1st Day School Supplies, LLC	101371797	9,921.56	Supply Boxes for TK-2nd Grade 25/26 SY	55--California Pacific Charter - Los Angeles

Company name: California Pacific Charter - Los Angeles
Report name: Check register
Created on: 8/5/2025
Location: 55--California Pacific Charter - Los Angeles

Bank	Date	Vendor	Document no.	Amount applied	Memo	Location
CHASE 1781 - Chase Bank - Main	**Account no: 505911781**					
		1STD000--1st Day School Supplies, LLC	101371797	9,921.56	Supply Boxes for 3rd-5th Grade 25/26 SY	55--California Pacific Charter - Los Angeles
	7/10/2025	PRES000--PresenceLearning, Inc.	20137003884	14,175.00	Kanga License for 25/26 SY	55--California Pacific Charter - Los Angeles
	7/10/2025	SAGE002--Sage Intacct	20137003886	9,303.66	Sage Intacct Renewal FY 25/26	55--California Pacific Charter - Los Angeles
	7/10/2025	NORE001--NoRedInk	20137003881	4,576.55	Subscription for 25/26 SY Online Curriculum	55--California Pacific Charter - Los Angeles
	7/10/2025	KAHO001--Kahoot! ASA	101371813	953.86	Kahoot ! EDU Standard Licenses 25/26 SY	55--California Pacific Charter - Los Angeles
	7/10/2025	SCHO000--School Pathways, LLC	20137003880	865.18	Student Annual Subscriptions 24/25 School Year True Up	55--California Pacific Charter - Los Angeles
		SCHO000--School Pathways, LLC	20137003880	294.00	SIS Annual Subscriptions 24/25 School Year True Up	55--California Pacific Charter - Los Angeles
	7/10/2025	IMA0001--IMA, Inc.	20137003878	3,438.39	Yearly Cyber Liability Insurance 25/26	55--California Pacific Charter - Los Angeles
	7/10/2025	PHIL000--Philadelphia Insurance Companies	20137003879	2,200.84	July Installment Insurance Premiums FY 25/26	55--California Pacific Charter - Los Angeles
	7/10/2025	CULL001--Culligan	101371801	30.13	Water Cooler Rental Monthly - July 2025	55--California Pacific Charter - Los Angeles
	7/11/2025	LITT003--HeidiSongs (Little Learning Songs LLC)	101371815	134.99	Online Music Streaming 25/26 SY	55--California Pacific Charter - Los Angeles
	7/11/2025	DOCU001--DocuSign Inc.	20137003887	9,161.10	Annual Subscription for 25/26 SY	55--California Pacific Charter - Los Angeles
	7/11/2025	PARE000--ParentSquare Inc.	20137003888	2,436.68	Contract for 25/26 SY School-to-Home Communication	55--California Pacific Charter - Los Angeles
	7/14/2025	JIMS001--Jim Scheible	101371823	1,320.00	Charter Data Tracking Professional Services - June 2025	55--California Pacific Charter - Los Angeles
	7/14/2025	ANCH000--Anchor Counseling & Education Solutions, LLC	101371822	757.50	BIS Services - June 2025 ESY	55--California Pacific Charter - Los Angeles
	7/14/2025	RENA001--Renaissance Learning, Inc.	20137003900	3,944.76	Nearpod, Flocabulary, and Boardworks Curriculum for 25/26	55--California Pacific Charter - Los Angeles
	7/14/2025	GENE000--Generation Genius, Inc.	20137003901	807.75	License for Educational Streaming 25/26 SY	55--California Pacific Charter - Los Angeles
	7/14/2025	BRIGHT1--Bright Thinker	20137003899	24,918.75	Curriculum for 25/26 SY	55--California Pacific Charter - Los Angeles
		BRIGHT1--Bright Thinker	20137003899	24,918.75	Curriculum for 26/27 SY	55--California Pacific Charter - Los Angeles
		BRIGHT1--Bright Thinker	20137003899	24,918.75	Curriculum for 27/28 SY	55--California Pacific Charter - Los Angeles
	7/14/2025	CENG000--Cengage Learning Inc.	20137003898	2,425.92	Subscription for 25/26 SY	55--California Pacific Charter - Los Angeles
	7/14/2025	ALLS001--All Systems Go Veterinary Solutions	101371818	1,009.41	Marketing Monthly - July 2025	55--California Pacific Charter - Los Angeles
	7/14/2025	WORL000--Worldwide Express	101371819	118.90	Shipping for CPC-LA	55--California Pacific Charter - Los Angeles

Company name: California Pacific Charter - Los Angeles
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Location: 55--California Pacific Charter - Los Angeles

Bank	Date	Vendor	Document no.	Amount applied	Memo	Location
CHASE 1781 - Chase Bank - Main	**Account no: 505911781**					
	7/14/2025	RENA001--Renaissance Learning, Inc.	20137003897	20,541.25	Curriculum for 25/26 SY	55--California Pacific Charter - Los Angeles
		RENA001--Renaissance Learning, Inc.	20137003897	1,125.00	Curriculum for 25/26 SY	55--California Pacific Charter - Los Angeles
		RENA001--Renaissance Learning, Inc.	20137003897	1,811.25	Core Training Professional Learning Pkg	55--California Pacific Charter - Los Angeles
	7/14/2025	LEAR001--Learning A-Z	20137003896	303.75	Curriculum for K-8 25/26 SY	55--California Pacific Charter - Los Angeles
	7/14/2025	YMCL000--Law Offices of Young, Minney & Corr. LLP	101371816	217.44	Legal Services for June 2025	55--California Pacific Charter - Los Angeles
	7/14/2025	SHAN000--Shannon Green	20137003895	25.41	GREEN, SHANNON - Mileage/Parking/Lyft BOD Meeting	55--California Pacific Charter - Los Angeles
		SHAN000--Shannon Green	20137003895	4.60	GREEN, SHANNON - Meals June BOD Travel	55--California Pacific Charter - Los Angeles
	7/14/2025	AMAZ000--Amazon	20137003894	48.46	Tech supplies- thermal printer for labels	55--California Pacific Charter - Los Angeles
	7/14/2025	AMAZ000--Amazon	20137003891	44.60	Thermal printer for labels	55--California Pacific Charter - Los Angeles
	7/14/2025	AMAZ000--Amazon	20137003890	38.59	Supplies for Office	55--California Pacific Charter - Los Angeles
	7/14/2025	AMAZ000--Amazon	20137003892	28.10	Office supplies- envelopes	55--California Pacific Charter - Los Angeles
	7/14/2025	AMAZ000--Amazon	20137003893	12.60	Office supplies- envelopes	55--California Pacific Charter - Los Angeles
	7/14/2025	AMAZ000--Amazon	20137003889	8.72	Tech supplies- Mouse for Danielle Carbonetta	55--California Pacific Charter - Los Angeles
	7/15/2025	BERK000--Berkshire Hathaway	1966527619TC	3,730.73	Workers Comp Premium Estimate for 7/1/25-7/1/26 Policy	55--California Pacific Charter - Los Angeles
	7/15/2025	ZOOM000--Zoom	20137003903	1,197.21	Prorated Phone Subscription for 25/26 SY	55--California Pacific Charter - Los Angeles
	7/15/2025	AMAZ000--Amazon	20137003905	18.81	MTSS Book for Aviva Ebner	55--California Pacific Charter - Los Angeles
	7/15/2025	AMAZ000--Amazon	20137003904	5.72	Office supplies- batteries	55--California Pacific Charter - Los Angeles
	7/15/2025	AMAZ000--Amazon	20137003906	3.65	Supplies for Office	55--California Pacific Charter - Los Angeles
	7/15/2025	OXFO000--Oxford Consulting Services, Inc.	20137003902	375.00	BIS Services - ESY June 2025	55--California Pacific Charter - Los Angeles
	7/21/2025	CTCC002--Commission on Teacher Credentialing	10269	45.00	GELAP Emergency Permit - Nancy McKenna	55--California Pacific Charter - Los Angeles
	7/21/2025	WORL000--Worldwide Express	101371826	111.74	Shipping for CPC-LA	55--California Pacific Charter - Los Angeles
		WORL000--Worldwide Express	101371826	106.08	Shipping for CPC-LA	55--California Pacific Charter - Los Angeles
	7/21/2025	VICT000--Victoria Law	20137003907	4.50	TB Test Reimbursement - Law, Victoria	55--California Pacific Charter - Los Angeles

Company name: California Pacific Charter - Los Angeles
Report name: Check register
Created on: 8/5/2025
Location: 55--California Pacific Charter - Los Angeles

Bank	Date	Vendor	Document no.	Amount applied	Memo	Location
CHASE 1781 - Chase Bank - Main	**Account no: 505911781**					
	7/22/2025	SCHO000--School Pathways, LLC	20137003911	33,620.37	Annual Subscriptions 25/26 SY	55--California Pacific Charter - Los Angeles
	7/22/2025	TURN000--Turnitin LLC	20137003909	2,139.28	Feedback Studio & Originality for 25/26 SY	55--California Pacific Charter - Los Angeles
	7/22/2025	AVID001--AVID	20137003908	2,726.55	AVID Combo, Elementary, Secondary Sites Curriculum 25/26 SY	55--California Pacific Charter - Los Angeles
	7/22/2025	YMCL000--Law Offices of Young, Minney & Corr. LLP	101371827	1,096.32	Legal Services for May 2025	55--California Pacific Charter - Los Angeles
	7/24/2025	JASO000--Jason D. McFaul	1177500592	200.00	July 2025 Board Stipends - JM	55--California Pacific Charter - Los Angeles
	7/24/2025	WILL000--William J Howard Jr.	1177500584	200.00	July 2025 Board Stipends - WH	55--California Pacific Charter - Los Angeles
	7/24/2025	TANY001--Tanya Rogers	1177500578	200.00	July 2025 Board Stipends - TR	55--California Pacific Charter - Los Angeles
	7/24/2025	KELL000--Kelly Wylie	1177500595	200.00	July 2025 Board Stipends - KW	55--California Pacific Charter - Los Angeles
	7/24/2025	SHIR000--Shirley Peterson	1177500606	200.00	July 2025 Board Stipends - SP	55--California Pacific Charter - Los Angeles
	7/25/2025	UKG0001--UKG	20137003915	90.03	Usage Overage Fee June 2025	55--California Pacific Charter - Los Angeles
	7/25/2025	UKG0001--UKG	20137003914	45.60	Form W2 C's and Off Cycle Payroll June 2025	55--California Pacific Charter - Los Angeles
	7/29/2025	WORL000--Worldwide Express	101371829	44.72	Shipping for CPC-LA 24/25	55--California Pacific Charter - Los Angeles
		WORL000--Worldwide Express	101371829	86.56	Shipping for CPC-LA	55--California Pacific Charter - Los Angeles
	7/29/2025	WORL000--Worldwide Express	101371828	5.32	Shipping for CPC-LA 24/25	55--California Pacific Charter - Los Angeles
		WORL000--Worldwide Express	101371828	85.55	Shipping for CPC-LA	55--California Pacific Charter - Los Angeles
	7/29/2025	DAIS001--Daisuke Nishikawa	20137003922	6.65	SoCal Graduation June 2025 Mileage for Daisuke Nishikawa	55--California Pacific Charter - Los Angeles
	7/29/2025	DELA000--De Lage Landen Financial Services Inc.	20137003920	193.95	Copier Lease Monthly - August 2025	55--California Pacific Charter - Los Angeles
	7/29/2025	EECS000--Effectual Educational Consulting Services	20137003918	195.00	OT Services - June ESY 2025	55--California Pacific Charter - Los Angeles
	7/29/2025	DANI001--Danielle Carbonetta	20137003921	45.14	Supplies - Graduation - Carbonetta, Danielle	55--California Pacific Charter - Los Angeles
		DANI001--Danielle Carbonetta	20137003921	18.70	Meals - Staff Meeting - Carbonetta, Danielle	55--California Pacific Charter - Los Angeles
		DANI001--Danielle Carbonetta	20137003921	8.65	Mileage - Graduation - Carbonetta, Danielle	55--California Pacific Charter - Los Angeles
	7/29/2025	ERIC001--Ericka Zemmer	20137003916	49.35	SoCal Graduation June 2025 - Zemmer, Erika	55--California Pacific Charter - Los Angeles

Company name: California Pacific Charter - Los Angeles
Report name: Check register
Created on: 8/5/2025
Location: 55--California Pacific Charter - Los Angeles

Bank	Date	Vendor	Document no.	Amount applied	Memo	Location
CHASE 1781 - Chase Bank - Main	**Account no: 505911781**					
	7/30/2025	CHAR001--Charter Impact	20137003923	1,240.31	Payroll & Retirement Services Monthly - July 2025	55--California Pacific Charter - Los Angeles
	7/30/2025	PARC000--Parchment LLC	20137003929	977.40	Annual Diploma Subscription for 25/26 SY	55--California Pacific Charter - Los Angeles
	7/30/2025	PROC000--Procopio, Cory, Hargreaves & Savitch LLP	20137003924	397.30	Legal Services for May 2025	55--California Pacific Charter - Los Angeles
	7/30/2025	HATC000--Hatch & Cesario, Attorneys-at-Law	20137003927	198.00	Legal Services for June 2025	55--California Pacific Charter - Los Angeles
	7/30/2025	EDGE001--Imagine Learning LLC	20137003928	120.00	Edgenuity Exceptional Students Course Suite 24/25 SY	55--California Pacific Charter - Los Angeles
Total for CHASE 1781				**300,892.85**		

Company name: California Pacific Charter - San Diego
Report name: Check register
Created on: 8/5/2025
Location: 44--California Pacific Charter - San Diego

Bank	Date	Vendor	Document no.	Amount applied	Memo	Location
CHASE 1781 - Chase Bank - Main	**Account no: 505911781**					
	7/2/2025	KAIS001--Kaiser	1827292276TC	29,007.41	Medical Premiums Monthly - July 2025	44--California Pacific Charter - San Diego
	7/2/2025	ANTH001--Anthem	1833594992TC	54,279.19	Medical Premiums Monthly - August 2025	44--California Pacific Charter - San Diego
		ANTH001--Anthem	1833594992TC	60,849.17	Medical Premiums Monthly - July 2025	44--California Pacific Charter - San Diego
	7/3/2025	JOCE001--Jocelin Jones	Voided - 20137003	(23.66)	Socal Graduation - Mileage - Jones, Jocelin	44--California Pacific Charter - San Diego
	7/3/2025	SUMM001--Summitview Child & Family Services, Inc.	20137003864	29,428.50	NPS Placement - May 2025	44--California Pacific Charter - San Diego
	7/3/2025	HATC000--Hatch & Cesario, Attorneys-at-Law	20137003861	995.04	Legal Services for May 2025	44--California Pacific Charter - San Diego
	7/3/2025	HATC000--Hatch & Cesario, Attorneys-at-Law	20137003862	75.00	Legal Services for May 2025	44--California Pacific Charter - San Diego
	7/3/2025	AMIR001--Amira Learning, Inc.	20137003858	990.00	CA Dyslexia Subscription for 25/26 SY	44--California Pacific Charter - San Diego
	7/3/2025	CCSA001--California Charter Schools Association	101371789	701.25	CCSA Conference February 2026 Registrations for 5 Admins	44--California Pacific Charter - San Diego
	7/3/2025	SANJ001--San Joaquin County Office of Education - LEA BOP	101371788	234.88	LEA Medi-Cal Billing Services Fee Monthly June 2025	44--California Pacific Charter - San Diego
	7/3/2025	KAJE000--Kajeet, Inc	20137003851	4,745.04	Contract for 25/26 SY Hotspots	44--California Pacific Charter - San Diego
	7/3/2025	CCSA001--California Charter Schools Association	20137003856	4,480.00	Membership for the 25/26 SY - CPC-SD	44--California Pacific Charter - San Diego
	7/3/2025	BOAR001--BoardOnTrack, Inc.	20137003852	1,978.35	Board on Track Renewal 25-26	44--California Pacific Charter - San Diego
	7/3/2025	BRAP000--BrainPOP LLC	101371787	1,885.95	ELL Curriculum for 25/26 SY	44--California Pacific Charter - San Diego
	7/3/2025	SEES000--Seesaw Learning, Inc.	20137003854	1,229.25	Instruction & Insights Online Curriculum Subscription for 25/26 SY	44--California Pacific Charter - San Diego
	7/3/2025	DISC001--Discovery Education Inc.	20137003855	329.67	Mystery Writing 25/26 SY	44--California Pacific Charter - San Diego
	7/3/2025	DOCU000--Document Tracking Services	101371786	272.25	Document Tracking Services for 25/26 SY	44--California Pacific Charter - San Diego
	7/3/2025	DELA000--De Lage Landen Financial Services Inc.	20137003853	142.24	Copier Lease Monthly - July 2025	44--California Pacific Charter - San Diego
	7/3/2025					
		CARE001--Care Solace	20137003850	1,113.75	Contract for 27/28 SY Mental Health Services	44--California Pacific Charter - San Diego
		CARE001--Care Solace	20137003850	1,113.75	Contract for 26/27 SY Mental Health Services	44--California Pacific Charter - San Diego
		CARE001--Care Solace	20137003850	1,113.75	Contract for 25/26 SY Mental Health Services	44--California Pacific Charter - San Diego

Company name: California Pacific Charter - San Diego
Report name: Check register
Created on: 8/5/2025
Location: 44--California Pacific Charter - San Diego

Bank	Date	Vendor	Document no.	Amount applied	Memo	Location
CHASE 1781 - Chase Bank - Main	**Account no: 505911781**					
	7/3/2025	LEAR002--Language Tree Online, Inc.	20137003848	1,772.10	COMP ELD Levels 1 & 2 (10-49)	44--California Pacific Charter - San Diego
		LEAR002--Language Tree Online, Inc.	20137003848	99.00	Online ELD 1 Professional Development course	44--California Pacific Charter - San Diego
		LEAR002--Language Tree Online, Inc.	20137003848	178.20	ELPAC Performance Indicator (21-99 User Tier)	44--California Pacific Charter - San Diego
	7/3/2025	CHAR001--Charter Impact	20137003845	882.00	Payroll & Retirement Services Monthly - June 2025	44--California Pacific Charter - San Diego
	7/3/2025	ESGI001--ESGI, LLC	20137003849	640.20	Assessment Licenses for 25/26 SY	44--California Pacific Charter - San Diego
	7/3/2025	MYST000--Mystery Science, Inc.	101371785	559.35	Science Curriculum Membership for 25/26 SY	44--California Pacific Charter - San Diego
	7/3/2025	3PLE000--3P Learning Inc.	20137003846	184.80	Mathseeds & Reading Eggs Subscription 25/26 SY	44--California Pacific Charter - San Diego
	7/7/2025	ARNE001--A&R Parcel Three	1881585015TC	2,640.66	Office Space Rent - July 2025	44--California Pacific Charter - San Diego
		ARNE001--A&R Parcel Three	1881585015TC	78.89	Office Space DOE - July 2025	44--California Pacific Charter - San Diego
	7/7/2025	PART000--Partners in Special Education	101371793	300.00	APE Services - May 2025	44--California Pacific Charter - San Diego
	7/7/2025	NOTA001--Notable, Inc. (Kami)	20137003872	2,046.00	School Subscription for 25/26 SY	44--California Pacific Charter - San Diego
	7/7/2025	PARS000--Parsec Education, Inc.	20137003868	5,247.00	ParsecGo Data Analytics/Dashboard 07/01/25-06/30/26	44--California Pacific Charter - San Diego
		PARS000--Parsec Education, Inc.	20137003868	1,272.00	ParsecGo Data Analytics/Dashboard 03/24/25-06/30/25	44--California Pacific Charter - San Diego
	7/7/2025	CHAR003--Charter Tech Services	20137003869	3,300.00	Monthly Technology Services for July 2025	44--California Pacific Charter - San Diego
	7/7/2025	PATH001--Pathful	20137003866	2,871.00	Licenses for CTE 25/26 SY	44--California Pacific Charter - San Diego
	7/7/2025	CIVI001--CivicBell LLC	20137003865	990.00	Contract for 25/26 SY Residency Verification System	44--California Pacific Charter - San Diego
	7/7/2025	VECT001--Vector Solutions	20137003867	796.58	Vector Evaluation Solutions Subscription for 25/26 SY	44--California Pacific Charter - San Diego
	7/7/2025	ECCI000--ECC Imaging LLC	101371790	125.34	Copier Overages Monthly - June 2025	44--California Pacific Charter - San Diego
	7/7/2025	LISA003--Lisa Petrocelly	101371792	29.53	Postage - Petrocelly, Lisa	44--California Pacific Charter - San Diego
	7/8/2025	SUMM001--Summitview Child & Family Services, Inc.	20137003876	24,402.12	NPS Placement - June 2025	44--California Pacific Charter - San Diego
	7/8/2025	METL001--MetLife Small Business Center	20137003875	7,694.75	July 2025 Insurance Premiums	44--California Pacific Charter - San Diego
	7/8/2025	RING000--RingCentral	20137003874	847.01	Phone Bill Monthly - June 2025	44--California Pacific Charter - San Diego

Company name: California Pacific Charter - San Diego
Report name: Check register
Created on: 8/5/2025
Location: 44--California Pacific Charter - San Diego

Bank	Date	Vendor	Document no.	Amount applied	Memo	Location
CHASE 1781 - Chase Bank - Main	**Account no: 505911781**					
	7/8/2025	OG00001--Institute for Multi-Sensory Education	20137003873	371.25	IMSE Lab Subscription 25/26 SY for 10 Teachers	44--California Pacific Charter - San Diego
	7/9/2025	OHIO001--Ohio Bureau of Workers' Compensation	1900499465TC	4.16	Ohio WC Policy True-up 7/1/24 to 7/1/25	44--California Pacific Charter - San Diego
	7/9/2025	ALPH000--Alpha Vision, Inc.	101371799	125.07	Google Drive Back-Up Monthly - July 2025	44--California Pacific Charter - San Diego
	7/9/2025	1STD000--1st Day School Supplies, LLC	101371797	7,275.80	Supply Boxes for 3rd-5th Grade 25/26 SY	44--California Pacific Charter - San Diego
		1STD000--1st Day School Supplies, LLC	101371797	7,275.80	Supply Boxes for TK-2nd Grade 25/26 SY	44--California Pacific Charter - San Diego
		1STD000--1st Day School Supplies, LLC	101371797	3,212.00	Supply Boxes for Art 25/26 SY	44--California Pacific Charter - San Diego
	7/10/2025	PRES000--PresenceLearning, Inc.	20137003884	10,395.00	Kanga License for 25/26 SY	44--California Pacific Charter - San Diego
	7/10/2025	SAGE002--Sage Intacct	20137003886	6,822.68	Sage Intacct Renewal FY 25/26	44--California Pacific Charter - San Diego
	7/10/2025	NORE001--NoRedInk	20137003881	3,356.13	Subscription for 25/26 SY Online Curriculum	44--California Pacific Charter - San Diego
	7/10/2025	KAHO001--Kahoot! ASA	101371813	699.49	Kahoot ! EDU Standard Licenses 25/26 SY	44--California Pacific Charter - San Diego
	7/10/2025	SCHO000--School Pathways, LLC	20137003883	547.67	Annual Subscriptions 24/25 School Year True Up	44--California Pacific Charter - San Diego
	7/10/2025	IMA0001--IMA, Inc.	20137003878	2,521.49	Yearly Cyber Liability Insurance 25/26	44--California Pacific Charter - San Diego
	7/10/2025	PHIL000--Philadelphia Insurance Companies	20137003879	1,613.94	July Installment Insurance Premiums FY 25/26	44--California Pacific Charter - San Diego
	7/10/2025	MAXW001--James Maxwell	101371808	51.28	NPS Mileage and Gas for Rental June 2025	44--California Pacific Charter - San Diego
		MAXW001--James Maxwell	101371808	22.24	NPS Meals June 2025	44--California Pacific Charter - San Diego
	7/10/2025	CULL001--Culligan	101371801	22.09	Water Cooler Rental Monthly - July 2025	44--California Pacific Charter - San Diego
	7/11/2025	LITT003--HeidiSongs (Little Learning Songs LLC)	101371815	98.99	Online Music Streaming 25/26 SY	44--California Pacific Charter - San Diego
	7/11/2025	DOCU001--DocuSign Inc.	20137003887	6,718.14	Annual Subscription for 25/26 SY	44--California Pacific Charter - San Diego
	7/11/2025	PARE000--ParentSquare Inc.	20137003888	1,786.90	Contract for 25/26 SY School-to-Home Communication	44--California Pacific Charter - San Diego
	7/14/2025	JIMS001--Jim Scheible	101371823	880.00	Charter Data Tracking Professional Services - June 2025	44--California Pacific Charter - San Diego
	7/14/2025	WARN001--Warner Unified School District	101371820	25,089.00	Oversite Fee 24-25 school year	44--California Pacific Charter - San Diego

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Bank	Date	Vendor	Document no.	Amount applied	Memo	Location
CHASE 1781 - Chase Bank - Main	**Account no: 505911781**					
	7/14/2025	RENA001--Renaissance Learning, Inc.	20137003900	3,930.87	Nearpod, Flocabulary, and Boardworks Curriculum for 25/26	44--California Pacific Charter - San Diego
	7/14/2025	GENE000--Generation Genius, Inc.	20137003901	592.35	License for Educational Streaming 25/26 SY	44--California Pacific Charter - San Diego
	7/14/2025	BRIGHT1--Bright Thinker	20137003899	18,273.75	Curriculum for 25/26 SY	44--California Pacific Charter - San Diego
		BRIGHT1--Bright Thinker	20137003899	18,273.75	Curriculum for 27/28 SY	44--California Pacific Charter - San Diego
		BRIGHT1--Bright Thinker	20137003899	18,273.75	Curriculum for 26/27 SY	44--California Pacific Charter - San Diego
	7/14/2025	CENG000--Cengage Learning Inc.	20137003898	1,779.01	Subscription for 25/26 SY	44--California Pacific Charter - San Diego
	7/14/2025	ALLS001--All Systems Go Veterinary Solutions	101371818	740.24	Marketing Monthly - July 2025	44--California Pacific Charter - San Diego
	7/14/2025	WORL000--Worldwide Express	101371819	60.21	Shipping for CPC-SD	44--California Pacific Charter - San Diego
	7/14/2025	RENA001--Renaissance Learning, Inc.	20137003897	825.00	Curriculum for 25/26 SY	44--California Pacific Charter - San Diego
		RENA001--Renaissance Learning, Inc.	20137003897	1,328.25	Core Training Professional Learning Pkg	44--California Pacific Charter - San Diego
		RENA001--Renaissance Learning, Inc.	20137003897	8,360.40	Curriculum for 25/26 SY	44--California Pacific Charter - San Diego
	7/14/2025	LEAR001--Learning A-Z	20137003896	222.75	Curriculum for K-8 25/26 SY	44--California Pacific Charter - San Diego
	7/14/2025	YMCL000--Law Offices of Young, Minney & Corr. LLP	101371816	144.96	Legal Services for June 2025	44--California Pacific Charter - San Diego
	7/14/2025	SHAN000--Shannon Green	20137003895	4.61	GREEN, SHANNON - Meals June BOD Travel	44--California Pacific Charter - San Diego
		SHAN000--Shannon Green	20137003895	25.39	GREEN, SHANNON - Mileage/Parking/Lyft BOD Meeting	44--California Pacific Charter - San Diego
	7/14/2025	AMAZ000--Amazon	20137003894	35.53	Tech supplies- thermal printer for labels	44--California Pacific Charter - San Diego
	7/14/2025	AMAZ000--Amazon	20137003891	32.70	Thermal printer for labels	44--California Pacific Charter - San Diego
	7/14/2025	AMAZ000--Amazon	20137003890	28.30	Supplies for Office	44--California Pacific Charter - San Diego
	7/14/2025	AMAZ000--Amazon	20137003892	20.60	Office supplies- envelopes	44--California Pacific Charter - San Diego
	7/14/2025	AMAZ000--Amazon	20137003893	9.24	Office supplies- envelopes	44--California Pacific Charter - San Diego
	7/14/2025	AMAZ000--Amazon	20137003889	6.40	Tech supplies- Mouse for Danielle Carbonetta	44--California Pacific Charter - San Diego
	7/15/2025	BERK000--Berkshire Hathaway	1966527619TC	2,735.86	Workers Comp Premium Estimate for 7/1/25-7/1/26 Policy	44--California Pacific Charter - San Diego
	7/15/2025	WARN001--Warner Unified School District	101371825	6,863.00	2025 June 24/25 Final ILPT Adjustment	44--California Pacific Charter - San Diego

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CHASE 1781 - Chase Bank - Main	**Account no: 505911781**					
	7/15/2025	ZOOM000--Zoom	20137003903	877.96	Prorated Phone Subscription for 25/26 SY	44--California Pacific Charter - San Diego
	7/15/2025	AMAZ000--Amazon	20137003905	13.79	MTSS Book for Aviva Ebner	44--California Pacific Charter - San Diego
	7/15/2025	AMAZ000--Amazon	20137003904	4.19	Office supplies- batteries	44--California Pacific Charter - San Diego
	7/15/2025	AMAZ000--Amazon	20137003906	2.67	Supplies for Office	44--California Pacific Charter - San Diego
	7/21/2025	CTCC002--Commission on Teacher Credentialing	10269	33.00	GELAP Emergency Permit - Nancy McKenna	44--California Pacific Charter - San Diego
	7/21/2025	WORL000--Worldwide Express	101371826	14.45	Shipping for CPC-SD	44--California Pacific Charter - San Diego
		WORL000--Worldwide Express	101371826	87.04	Shipping for CPC-SD	44--California Pacific Charter - San Diego
	7/21/2025	VICT000--Victoria Law	20137003907	3.30	TB Test Reimbursement - Law, Victoria	44--California Pacific Charter - San Diego
	7/22/2025	SCHO000--School Pathways, LLC	20137003910	25,497.76	Annual Subscriptions 25/26 SY	44--California Pacific Charter - San Diego
	7/22/2025	TURN000--Turnitin LLC	20137003909	1,568.81	Feedback Studio & Originality for 25/26 SY	44--California Pacific Charter - San Diego
	7/22/2025	AVID001--AVID	20137003908	1,999.47	AVID Combo, Elementary, Secondary Sites Curriculum 25/26 SY	44--California Pacific Charter - San Diego
	7/22/2025	YMCL000--Law Offices of Young, Minney & Corr. LLP	101371827	730.88	Legal Services for May 2025	44--California Pacific Charter - San Diego
	7/24/2025	JASO000--Jason D. McFaul	1177500592	200.00	July 2025 Board Stipends - JM	44--California Pacific Charter - San Diego
	7/24/2025	WILL000--William J Howard Jr.	1177500584	200.00	July 2025 Board Stipends - WH	44--California Pacific Charter - San Diego
	7/24/2025	TANY001--Tanya Rogers	1177500578	200.00	July 2025 Board Stipends - TR	44--California Pacific Charter - San Diego
	7/24/2025	KELL000--Kelly Wylie	1177500595	200.00	July 2025 Board Stipends - KW	44--California Pacific Charter - San Diego
	7/24/2025	SHIR000--Shirley Peterson	1177500606	200.00	July 2025 Board Stipends - SP	44--California Pacific Charter - San Diego
	7/25/2025	METL001--MetLife Small Business Center	20137003913	6,642.51	August 2025 Insurance Premiums	44--California Pacific Charter - San Diego
	7/25/2025	UKG0001--UKG	20137003915	60.02	Usage Overage Fee June 2025	44--California Pacific Charter - San Diego
	7/25/2025	UKG0001--UKG	20137003914	30.40	Form W2 C's and Off Cycle Payroll June 2025	44--California Pacific Charter - San Diego
	7/29/2025	WORL000--Worldwide Express	101371829	14.33	Shipping for CPC-SD 24/25	44--California Pacific Charter - San Diego
		WORL000--Worldwide Express	101371829	37.83	Shipping for CPC-SD	44--California Pacific Charter - San Diego
	7/29/2025	WORL000--Worldwide Express	101371828	113.67	Shipping for CPC-SD	44--California Pacific Charter - San Diego
		WORL000--Worldwide Express	101371828	5.32	Shipping for CPC-SD 24/25	44--California Pacific Charter - San Diego

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CHASE 1781 - Chase Bank - Main	**Account no: 505911781**					
	7/29/2025	DAIS001--Daisuke Nishikawa	20137003922	6.65	SoCal Graduation June 2025 Mileage for Daisuke Nishikawa	44--California Pacific Charter - San Diego
	7/29/2025	DELA000--De Lage Landen Financial Services Inc.	20137003920	142.24	Copier Lease Monthly - August 2025	44--California Pacific Charter - San Diego
	7/29/2025	EECS000--Effectual Educational Consulting Services	20137003917	260.00	OT Services - ESY June 2025	44--California Pacific Charter - San Diego
	7/29/2025	DANI001--Danielle Carbonetta	20137003921	12.46	Meals - Staff Meeting - Carbonetta, Danielle	44--California Pacific Charter - San Diego
		DANI001--Danielle Carbonetta	20137003921	8.65	Mileage - Graduation - Carbonetta, Danielle	44--California Pacific Charter - San Diego
		DANI001--Danielle Carbonetta	20137003921	45.14	Supplies - Graduation - Carbonetta, Danielle	44--California Pacific Charter - San Diego
	7/29/2025	ERIC001--Ericka Zemmer	20137003916	49.35	SoCal Graduation June 2025 - Zemmer, Erika	44--California Pacific Charter - San Diego
	7/30/2025	KAIS001--Kaiser	2114433159TC	25,481.97	Medical Premiums Monthly - August 2025	44--California Pacific Charter - San Diego
	7/30/2025	CHAR001--Charter Impact	20137003923	909.56	Payroll & Retirement Services Monthly - July 2025	44--California Pacific Charter - San Diego
	7/30/2025	PARC000--Parchment LLC	20137003929	716.76	Annual Diploma Subscription for 25/26 SY	44--California Pacific Charter - San Diego
	7/30/2025	PROC000--Procopio, Cory, Hargreaves & Savitch LLP	20137003924	264.86	Legal Services for May 2025	44--California Pacific Charter - San Diego
	7/30/2025	HATC000--Hatch & Cesario, Attorneys-at-Law	20137003926	721.50	Legal Services for June 2025	44--California Pacific Charter - San Diego
	7/30/2025	HATC000--Hatch & Cesario, Attorneys-at-Law	20137003927	132.00	Legal Services for June 2025	44--California Pacific Charter - San Diego
	7/30/2025	EDGE001--Imagine Learning LLC	20137003928	80.00	Edgenuity Exceptional Students Course Suite 24/25 SY	44--California Pacific Charter - San Diego
Total for CHASE 1781				**480,921.89**		

Company name: California Pacific Charter - Sonoma
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CHASE 1781 - Chase Bank - Main	**Account no: 505911781**					
	7/3/2025	HATC000--Hatch & Cesario, Attorneys-at-Law	20137003863	10,484.50	Legal Services for May 2025	95--California Pacific Charter - Sonoma
	7/3/2025	HATC000--Hatch & Cesario, Attorneys-at-Law	20137003861	621.90	Legal Services for May 2025	95--California Pacific Charter - Sonoma
	7/3/2025	TSWT000--TSW Therapy, Inc.	20137003859	1,885.00	Speech Services - May 2025	95--California Pacific Charter - Sonoma
		TSWT000--TSW Therapy, Inc.	20137003859	1,795.00	OT Services - May 2025	95--California Pacific Charter - Sonoma
		TSWT000--TSW Therapy, Inc.	20137003859	70.00	OT IEP Services - May 2025	95--California Pacific Charter - Sonoma
	7/3/2025	AMIR001--Amira Learning, Inc.	20137003858	660.00	CA Dyslexia Subscription for 25/26 SY	95--California Pacific Charter - Sonoma
	7/3/2025	CCSA001--California Charter Schools Association	101371789	467.50	CCSA Conference February 2026 Registrations for 5 Admins	95--California Pacific Charter - Sonoma
	7/3/2025	SANJ001--San Joaquin County Office of Education - LEA BOP	101371788	146.80	LEA Medi-Cal Billing Services Fee Monthly June 2025	95--California Pacific Charter - Sonoma
	7/3/2025	KAJE000--Kajeet, Inc	20137003851	3,163.36	Contract for 25/26 SY Hotspots	95--California Pacific Charter - Sonoma
	7/3/2025	CCSA001--California Charter Schools Association	20137003856	2,432.00	Membership for the 25/26 SY - CPC-SO	95--California Pacific Charter - Sonoma
	7/3/2025	BOAR001--BoardOnTrack, Inc.	20137003852	1,318.90	Board on Track Renewal 25-26	95--California Pacific Charter - Sonoma
	7/3/2025	BRAP000--BrainPOP LLC	101371787	1,257.30	ELL Curriculum for 25/26 SY	95--California Pacific Charter - Sonoma
	7/3/2025	SEES000--Seesaw Learning, Inc.	20137003854	819.50	Instruction & Insights Online Curriculum Subscription for 25/26 SY	95--California Pacific Charter - Sonoma
	7/3/2025	DISC001--Discovery Education Inc.	20137003855	219.78	Mystery Writing 25/26 SY	95--California Pacific Charter - Sonoma
	7/3/2025	DOCU000--Document Tracking Services	101371786	181.50	Document Tracking Services for 25/26 SY	95--California Pacific Charter - Sonoma
	7/3/2025	DELA000--De Lage Landen Financial Services Inc.	20137003853	94.82	Copier Lease Monthly - July 2025	95--California Pacific Charter - Sonoma
	7/3/2025	CARE001--Care Solace	20137003850	742.50	Contract for 27/28 SY Mental Health Services	95--California Pacific Charter - Sonoma
		CARE001--Care Solace	20137003850	742.50	Contract for 25/26 SY Mental Health Services	95--California Pacific Charter - Sonoma
		CARE001--Care Solace	20137003850	742.50	Contract for 26/27 SY Mental Health Services	95--California Pacific Charter - Sonoma
	7/3/2025	LEAR002--Language Tree Online, Inc.	20137003848	1,181.40	COMP ELD Levels 1 & 2 (10-49)	95--California Pacific Charter - Sonoma
		LEAR002--Language Tree Online, Inc.	20137003848	66.00	Online ELD 1 Professional Development course	95--California Pacific Charter - Sonoma
		LEAR002--Language Tree Online, Inc.	20137003848	118.80	ELPAC Performance Indicator (21-99 User Tier)	95--California Pacific Charter - Sonoma
	7/3/2025	CHAR001--Charter Impact	20137003845	551.25	Payroll & Retirement Services Monthly - June 2025	95--California Pacific Charter - Sonoma

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CHASE 1781 - Chase Bank - Main	**Account no: 505911781**					
	7/3/2025	ESGI001--ESGI, LLC	20137003849	426.80	Assessment Licenses for 25/26 SY	95--California Pacific Charter - Sonoma
	7/3/2025	MYST000--Mystery Science, Inc.	101371785	372.90	Science Curriculum Membership for 25/26 SY	95--California Pacific Charter - Sonoma
	7/3/2025	3PLE000--3P Learning Inc.	20137003846	123.20	Mathseeds & Reading Eggs Subscription 25/26 SY	95--California Pacific Charter - Sonoma
	7/7/2025	ARNE001--A&R Parcel Three	1881585015TC	1,760.44	Office Space Rent - July 2025	95--California Pacific Charter - Sonoma
		ARNE001--A&R Parcel Three	1881585015TC	52.60	Office Space DOE - July 2025	95--California Pacific Charter - Sonoma
	7/7/2025	PART000--Partners in Special Education	101371795	240.00	APE Services - May 2025	95--California Pacific Charter - Sonoma
	7/7/2025	NOTA001--Notable, Inc. (Kami)	20137003872	1,364.00	School Subscription for 25/26 SY	95--California Pacific Charter - Sonoma
	7/7/2025	UNPL001--Unplug Studio LLC	20137003871	65.00	Website Hosting & Maintenance Monthly - July 2025	95--California Pacific Charter - Sonoma
	7/7/2025	PARS000--Parsec Education, Inc.	20137003868	795.00	ParsecGo Data Analytics/Dashboard 03/24/25-06/30/25	95--California Pacific Charter - Sonoma
		PARS000--Parsec Education, Inc.	20137003868	3,498.00	ParsecGo Data Analytics/Dashboard 07/01/25-06/30/26	95--California Pacific Charter - Sonoma
	7/7/2025	CHAR003--Charter Tech Services	20137003869	2,200.00	Monthly Technology Services for July 2025	95--California Pacific Charter - Sonoma
	7/7/2025	PATH001--Pathful	20137003866	1,914.00	Licenses for CTE 25/26 SY	95--California Pacific Charter - Sonoma
	7/7/2025	CIVI001--CivicBell LLC	20137003865	660.00	Contract for 25/26 SY Residency Verification System	95--California Pacific Charter - Sonoma
	7/7/2025	VECT001--Vector Solutions	20137003867	531.06	Vector Evaluation Solutions Subscription for 25/26 SY	95--California Pacific Charter - Sonoma
	7/7/2025	ECCI000--ECC Imaging LLC	101371790	78.33	Copier Overages Monthly - June 2025	95--California Pacific Charter - Sonoma
	7/7/2025	LISA003--Lisa Petrocelly	101371792	18.45	Postage - Petrocelly, Lisa	95--California Pacific Charter - Sonoma
	7/8/2025	RING000--RingCentral	20137003874	529.38	Phone Bill Monthly - June 2025	95--California Pacific Charter - Sonoma
	7/8/2025	OG00001--Institute for Multi-Sensory Education	20137003873	247.50	IMSE Lab Subscription 25/26 SY for 10 Teachers	95--California Pacific Charter - Sonoma
	7/9/2025	OHIO001--Ohio Bureau of Workers' Compensation	1900499465TC	2.60	Ohio WC Policy True-up 7/1/24 to 7/1/25	95--California Pacific Charter - Sonoma
	7/9/2025	ALPH000--Alpha Vision, Inc.	101371799	83.38	Google Drive Back-Up Monthly - July 2025	95--California Pacific Charter - Sonoma
	7/9/2025	1STD000--1st Day School Supplies, LLC	101371797	2,141.34	Supply Boxes for Art 25/26 SY	95--California Pacific Charter - Sonoma
		1STD000--1st Day School Supplies, LLC	101371797	4,850.54	Supply Boxes for TK-2nd Grade 25/26 SY	95--California Pacific Charter - Sonoma

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CHASE 1781 - Chase Bank - Main	**Account no: 505911781**					
		1STD000--1st Day School Supplies, LLC	101371797	4,850.54	Supply Boxes for 3rd-5th Grade 25/26 SY	95--California Pacific Charter - Sonoma
	7/10/2025	PRES000--PresenceLearning, Inc.	20137003884	6,930.00	Kanga License for 25/26 SY	95--California Pacific Charter - Sonoma
	7/10/2025	SAGE002--Sage Intacct	20137003886	4,548.46	Sage Intacct Renewal FY 25/26	95--California Pacific Charter - Sonoma
	7/10/2025	NORE001--NoRedInk	20137003881	2,237.42	Subscription for 25/26 SY Online Curriculum	95--California Pacific Charter - Sonoma
	7/10/2025	KAHO001--Kahoot! ASA	101371813	466.33	Kahoot ! EDU Standard Licenses 25/26 SY	95--California Pacific Charter - Sonoma
	7/10/2025	SCHO000--School Pathways, LLC	20137003882	63.17	SIS Annual Subscriptions 24/25 School Year True Up	95--California Pacific Charter - Sonoma
		SCHO000--School Pathways, LLC	20137003882	532.44	Student Annual Subscriptions 24/25 School Year True Up	95--California Pacific Charter - Sonoma
	7/10/2025	IMA0001--IMA, Inc.	20137003878	1,680.99	Yearly Cyber Liability Insurance 25/26	95--California Pacific Charter - Sonoma
	7/10/2025	PHIL000--Philadelphia Insurance Companies	20137003879	1,075.97	July Installment Insurance Premiums FY 25/26	95--California Pacific Charter - Sonoma
	7/10/2025	SPEC000--Specialized Therapy Services	101371803	1,350.00	BIS Services - October 2024	95--California Pacific Charter - Sonoma
	7/10/2025	SPEC000--Specialized Therapy Services	101371811	1,135.83	BIS Services - February 2025	95--California Pacific Charter - Sonoma
	7/10/2025	SPEC000--Specialized Therapy Services	101371812	1,127.50	BIS Services - May 2025	95--California Pacific Charter - Sonoma
	7/10/2025	SPEC000--Specialized Therapy Services	101371804	1,071.25	BIS Services - January 2025	95--California Pacific Charter - Sonoma
	7/10/2025	SPEC000--Specialized Therapy Services	101371806	925.00	BIS Services - March 2025	95--California Pacific Charter - Sonoma
	7/10/2025	SPEC000--Specialized Therapy Services	101371807	915.00	BIS Services - April 2025	95--California Pacific Charter - Sonoma
	7/10/2025	SPEC000--Specialized Therapy Services	101371810	881.25	BIS Services - December 2024	95--California Pacific Charter - Sonoma
	7/10/2025	NATA000--Small Talk OC	101371800	700.00	Speech Services - ESY June 2025	95--California Pacific Charter - Sonoma
		NATA000--Small Talk OC	101371800	140.00	Speech Services - ESY July 2025	95--California Pacific Charter - Sonoma
	7/10/2025	SPEC000--Specialized Therapy Services	101371809	712.50	BIS Services - September 2024	95--California Pacific Charter - Sonoma
	7/10/2025	SPEC000--Specialized Therapy Services	101371805	487.50	BIS Services - November 2024	95--California Pacific Charter - Sonoma
	7/10/2025	ERIN000--Erin Rineberg	20137003877	81.34	NorCal Park Day - Supplies	95--California Pacific Charter - Sonoma
		ERIN000--Erin Rineberg	20137003877	7.90	NorCal 2025 Graduation - Meals	95--California Pacific Charter - Sonoma

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CHASE 1781 - Chase Bank - Main	**Account no: 505911781**					
		ERIN000--Erin Rineberg	20137003877	44.08	NorCal 2025 Graduation - Supplies	95--California Pacific Charter - Sonoma
		ERIN000--Erin Rineberg	20137003877	106.80	NorCal Park Day - Meals	95--California Pacific Charter - Sonoma
		ERIN000--Erin Rineberg	20137003877	7.56	NorCal Park Day - Mileage	95--California Pacific Charter - Sonoma
		ERIN000--Erin Rineberg	20137003877	41.23	NorCal 2025 Graduation - Mileage	95--California Pacific Charter - Sonoma
	7/10/2025	CULL001--Culligan	101371801	14.73	Water Cooler Rental Monthly - July 2025	95--California Pacific Charter - Sonoma
	7/10/2025	SPEC000--Specialized Therapy Services	101371802	37.50	BIS Services - August 2024	95--California Pacific Charter - Sonoma
	7/11/2025	LITT003--HeidiSongs (Little Learning Songs LLC)	101371815	65.99	Online Music Streaming 25/26 SY	95--California Pacific Charter - Sonoma
	7/11/2025	DOCU001--DocuSign Inc.	20137003887	4,478.76	Annual Subscription for 25/26 SY	95--California Pacific Charter - Sonoma
	7/11/2025	PARE000--ParentSquare Inc.	20137003888	1,191.27	Contract for 25/26 SY School-to-Home Communication	95--California Pacific Charter - Sonoma
	7/14/2025	JIMS001--Jim Scheible	101371823	550.00	Charter Data Tracking Professional Services - June 2025	95--California Pacific Charter - Sonoma
	7/14/2025	RENA001--Renaissance Learning, Inc.	20137003900	3,930.87	Nearpod, Flocabulary, and Boardworks Curriculum for 25/26	95--California Pacific Charter - Sonoma
	7/14/2025	GENE000--Generation Genius, Inc.	20137003901	394.90	License for Educational Streaming 25/26 SY	95--California Pacific Charter - Sonoma
	7/14/2025	BRIGHT1--Bright Thinker	20137003899	12,182.50	Curriculum for 26/27 SY	95--California Pacific Charter - Sonoma
		BRIGHT1--Bright Thinker	20137003899	12,182.50	Curriculum for 25/26 SY	95--California Pacific Charter - Sonoma
		BRIGHT1--Bright Thinker	20137003899	12,182.50	Curriculum for 27/28 SY	95--California Pacific Charter - Sonoma
	7/14/2025	CENG000--Cengage Learning Inc.	20137003898	1,186.01	Subscription for 25/26 SY	95--California Pacific Charter - Sonoma
	7/14/2025	ALLS001--All Systems Go Veterinary Solutions	101371818	493.49	Marketing Monthly - July 2025	95--California Pacific Charter - Sonoma
	7/14/2025	WORL000--Worldwide Express	101371819	100.75	Shipping for CPC-SO	95--California Pacific Charter - Sonoma
	7/14/2025	RENA001--Renaissance Learning, Inc.	20137003897	885.50	Core Training Professional Learning Pkg	95--California Pacific Charter - Sonoma
		RENA001--Renaissance Learning, Inc.	20137003897	550.00	Curriculum for 25/26 SY	95--California Pacific Charter - Sonoma
		RENA001--Renaissance Learning, Inc.	20137003897	6,299.25	Curriculum for 25/26 SY	95--California Pacific Charter - Sonoma
	7/14/2025	LEAR001--Learning A-Z	20137003896	148.50	Curriculum for K-8 25/26 SY	95--California Pacific Charter - Sonoma
	7/14/2025	YMCL000--Law Offices of Young, Minney & Corr. LLP	101371816	90.60	Legal Services for June 2025	95--California Pacific Charter - Sonoma
		YMCL000--Law Offices of Young, Minney & Corr. LLP	101371816	79.00	Legal Services for June 2025	95--California Pacific Charter - Sonoma

Company name: California Pacific Charter - Sonoma
Report name: Check register
Created on: 8/5/2025
Location: 95--California Pacific Charter - Sonoma

Bank	Date	Vendor	Document no.	Amount applied	Memo	Location
CHASE 1781 - Chase Bank - Main	**Account no: 505911781**					
	7/14/2025	SHAN000--Shannon Green	20137003895	25.40	GREEN, SHANNON - Mileage/Parking/Lyft BOD Meeting	95--California Pacific Charter - Sonoma
		SHAN000--Shannon Green	20137003895	4.60	GREEN, SHANNON - Meals June BOD Travel	95--California Pacific Charter - Sonoma
	7/14/2025	AMAZ000--Amazon	20137003894	23.69	Tech supplies- thermal printer for labels	95--California Pacific Charter - Sonoma
	7/14/2025	AMAZ000--Amazon	20137003891	21.80	Thermal printer for labels	95--California Pacific Charter - Sonoma
	7/14/2025	AMAZ000--Amazon	20137003890	18.87	Supplies for Office	95--California Pacific Charter - Sonoma
	7/14/2025	AMAZ000--Amazon	20137003892	13.74	Office supplies- envelopes	95--California Pacific Charter - Sonoma
	7/14/2025	AMAZ000--Amazon	20137003893	6.16	Office supplies- envelopes	95--California Pacific Charter - Sonoma
	7/14/2025	AMAZ000--Amazon	20137003889	4.26	Tech supplies- Mouse for Danielle Carbonetta	95--California Pacific Charter - Sonoma
	7/15/2025	BERK000--Berkshire Hathaway	1966527619TC	1,823.91	Workers Comp Premium Estimate for 7/1/25-7/1/26 Policy	95--California Pacific Charter - Sonoma
	7/15/2025	LITT002--Little Hands Occupational Therapy, Inc.	101371824	153.75	OT Services - June 2025	95--California Pacific Charter - Sonoma
	7/15/2025	ZOOM000--Zoom	20137003903	585.30	Prorated Phone Subscription for 25/26 SY	95--California Pacific Charter - Sonoma
	7/15/2025	AMAZ000--Amazon	20137003905	9.19	MTSS Book for Aviva Ebner	95--California Pacific Charter - Sonoma
	7/15/2025	AMAZ000--Amazon	20137003904	2.80	Office supplies- batteries	95--California Pacific Charter - Sonoma
	7/15/2025	AMAZ000--Amazon	20137003906	1.78	Supplies for Office	95--California Pacific Charter - Sonoma
	7/21/2025	CTCC002--Commission on Teacher Credentialing	10269	22.00	GELAP Emergency Permit - Nancy McKenna	95--California Pacific Charter - Sonoma
	7/21/2025	WORL000--Worldwide Express	101371826	115.81	Shipping for CPC-SO	95--California Pacific Charter - Sonoma
		WORL000--Worldwide Express	101371826	17.48	Shipping for CPC-SO	95--California Pacific Charter - Sonoma
	7/21/2025	VICT000--Victoria Law	20137003907	2.20	TB Test Reimbursement - Law, Victoria	95--California Pacific Charter - Sonoma
	7/22/2025	SCHO000--School Pathways, LLC	20137003912	17,299.04	Annual Subscriptions 25/26 SY	95--California Pacific Charter - Sonoma
	7/22/2025	TURN000--Turnitin LLC	20137003909	1,045.87	Feedback Studio & Originality for 25/26 SY	95--California Pacific Charter - Sonoma
	7/22/2025	AVID001--AVID	20137003908	1,332.98	AVID Combo, Elementary, Secondary Sites Curriculum 25/26 SY	95--California Pacific Charter - Sonoma
	7/22/2025	YMCL000--Law Offices of Young, Minney & Corr. LLP	101371827	456.80	Legal Services for May 2025	95--California Pacific Charter - Sonoma
	7/24/2025	JASO000--Jason D. McFaul	1177500592	200.00	July 2025 Board Stipends - JM	95--California Pacific Charter - Sonoma

Company name: California Pacific Charter - Sonoma
Report name: Check register
Created on: 8/5/2025
Location: 95--California Pacific Charter - Sonoma

Bank	Date	Vendor	Document no.	Amount applied	Memo	Location
CHASE 1781 - Chase Bank - Main	**Account no: 505911781**					
	7/24/2025	WILL000--William J Howard Jr.	1177500584	200.00	July 2025 Board Stipends - WH	95--California Pacific Charter - Sonoma
	7/24/2025	TANY001--Tanya Rogers	1177500578	200.00	July 2025 Board Stipends - TR	95--California Pacific Charter - Sonoma
	7/24/2025	KELL000--Kelly Wylie	1177500595	200.00	July 2025 Board Stipends - KW	95--California Pacific Charter - Sonoma
	7/24/2025	SHIR000--Shirley Peterson	1177500606	200.00	July 2025 Board Stipends - SP	95--California Pacific Charter - Sonoma
	7/25/2025	UKG0001--UKG	20137003915	37.51	Usage Overage Fee June 2025	95--California Pacific Charter - Sonoma
	7/25/2025	UKG0001--UKG	20137003914	19.00	Form W2 C's and Off Cycle Payroll June 2025	95--California Pacific Charter - Sonoma
	7/29/2025	WORL000--Worldwide Express	101371829	203.25	Shipping for CPC-SO	95--California Pacific Charter - Sonoma
	7/29/2025	WORL000--Worldwide Express	101371828	5.31	Shipping for CPC-SO 24/25	95--California Pacific Charter - Sonoma
		WORL000--Worldwide Express	101371828	61.27	Shipping for CPC-SO	95--California Pacific Charter - Sonoma
	7/29/2025	EECS000--Effectual Educational Consulting Services	20137003919	351.00	APE Services - ESY June 2025	95--California Pacific Charter - Sonoma
		EECS000--Effectual Educational Consulting Services	20137003919	520.00	OT Services - ESY June 2025	95--California Pacific Charter - Sonoma
	7/29/2025	DELA000--De Lage Landen Financial Services Inc.	20137003920	94.82	Copier Lease Monthly - August 2025	95--California Pacific Charter - Sonoma
	7/29/2025	DANI001--Danielle Carbonetta	20137003921	7.79	Meals - Staff Meeting - Carbonetta, Danielle	95--California Pacific Charter - Sonoma
	7/30/2025	HATC000--Hatch & Cesario, Attorneys-at-Law	20137003925	8,918.00	Legal Services for June 2025	95--California Pacific Charter - Sonoma
	7/30/2025	CHAR001--Charter Impact	20137003923	606.38	Payroll & Retirement Services Monthly - July 2025	95--California Pacific Charter - Sonoma
	7/30/2025	PARC000--Parchment LLC	20137003929	477.84	Annual Diploma Subscription for 25/26 SY	95--California Pacific Charter - Sonoma
	7/30/2025	PROC000--Procopio, Cory, Hargreaves & Savitch LLP	20137003924	165.54	Legal Services for May 2025	95--California Pacific Charter - Sonoma
	7/30/2025	HATC000--Hatch & Cesario, Attorneys-at-Law	20137003927	82.50	Legal Services for June 2025	95--California Pacific Charter - Sonoma
	7/30/2025	EDGE001--Imagine Learning LLC	20137003928	50.00	Edgenuity Exceptional Students Course Suite 24/25 SY	95--California Pacific Charter - Sonoma
Total for CHASE 1781				**176,469.65**		

J.P.Morgan

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

ACCOUNT NUMBER	5563 7579 0010 0937
PAYMENT DUE DATE	07/25/2025
AMOUNT DUE	$47,336.34
CURRENT BALANCE	$47,336.34

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

AMOUNT ENCLOSED $

CALIFORNIA PACIFIC
SHANNON GREEN
940 S COAST DR STE 185
COSTA MESA CA 92626-1780

** 0000000

5563757900100937047336340473363 44

PLEASE TEAR PAYMENT COUPON AT PERFORATION

STATEMENT MESSAGES

COMMERCIAL ACCOUNT SUMMARY

ORGANIZATION NAME: CALIFORNIA PACIFIC

ACCOUNT NUMBER: 5563757900100937

CLOSING DATE	06-30-25
CREDIT LIMIT	100,000
AVAILABLE CREDIT	52,664

FOR CUSTOMER SERVICE CALL:
1-800-316-6056

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

SEND BILLING INQUIRIES TO:

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

PREVIOUS BALANCE	49,636.24
PURCHASES AND OTHER CHARGES	47,696.34
CASH ADVANCES	.00
CREDITS	360.00
PAYMENTS	49,636.24-
LATE PAYMENT CHARGES	.00
CASH ADVANCE FEE	.00
FINANCE CHARGES	.00
NEW BALANCE	**47,336.34**
TOTAL PAYMENT DUE	47,336.34
DISPUTED AMOUNT	.00

ACCT. NUMBER: 5563 7579 0010 0937 CALIFORNIA PACIFIC

COMMERCIAL ACCOUNT ACTIVITY

CALIFORNIA PACIFIC
5563-7579-0010-0937

TOTAL COMMERCIAL ACTIVITY
$49,636.24CR

ACCOUNTING CODE:

Post Date	Tran Date	Reference Number	Transaction Description	Amount
06-24	06-24	75405015175000000000059	PAYMENT RECEIVED -- THANK YOU	49,636.24 PY

INDIVIDUAL CARDHOLDER ACTIVITY

CHRISTINE FEHER
5563-7500-1511-9595

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$5,238.44	$0.00	$5,238.44

ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
06-02	06-01	15270215152001449843092	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	5,238.44
			Total Purchasing Activity	$5,238.44

DAISY CARLOS
5563-7581-1531-6581

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$360.00	$42,457.90	$0.00	$42,097.90

ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
06-02	05-31	82305095152500031604379	STAMPLI FOR 5-2025 MOUNTAIN VIEW CA	1,633.25
06-02	05-30	88971455150500036211137	TYPEFORM, S.L. BARCELONA B	22.50
06-04	06-04	52653845155716344112993	HOME SCIENCE TOOLS 4062560990 MT	83.32
06-04	06-04	52653845155716344715282	HOME SCIENCE TOOLS 4062560990 MT	84.37
06-04	06-04	52653845155716345226602	HOME SCIENCE TOOLS 4062560990 MT	120.51
06-04	06-04	52653845155716345689692	HOME SCIENCE TOOLS 4062560990 MT	138.40
06-04	06-03	82305095154500056829016	IMSE SOUTHFIELD MI	8,353.84
06-06	06-04	82305095156500044841600	STAMPLI FOR 5-2025 MOUNTAIN VIEW CA	360.00 CR
06-09	06-09	15270215160000701038037	FACEBK *C756EMGGN2 MENLO PARK CA P.O.S.: 9425882674193541 SALES TAX: 0.00	125.00
06-09	06-06	52653845157714785784006	HOME SCIENCE TOOLS 4062560990 MT	137.20
06-09	06-06	52653845157714786116349	HOME SCIENCE TOOLS 4062560990 MT	177.23
06-09	06-07	52653845158716786685743	HOME SCIENCE TOOLS 4062560990 MT	176.46
06-09	06-07	52653845158716787193283	HOME SCIENCE TOOLS 4062560990 MT	122.90
06-09	06-07	52653845158716787508035	HOME SCIENCE TOOLS 4062560990 MT	132.96
06-09	06-07	52653845158716787887751	HOME SCIENCE TOOLS 4062560990 MT	160.15
06-09	06-07	52653845158716788891885	HOME SCIENCE TOOLS 4062560990 MT	217.93
06-09	06-07	55457025158079250003947	LEARNING WITHOUT TEARS CABIN JOHN MD	6,455.96

Continued on next page
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ACCT. NUMBER: 5563 7579 0010 0937 CALIFORNIA PACIFIC

INDIVIDUAL CARDHOLDER ACTIVITY

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
06-11	06-09	8265429516190001017167 5	SNI INSTITUTE SAINT PAUL MN P.O.S.: 12866 SALES TAX: 0.00	500.00
06-11	06-10	8271116516250000232673 6	BLOOKET MIDDLETOWN DE	59.88
06-12	06-11	5543286516220326328868 2	ABB*BOUDIN CATERING 415-283-1230 CA	100.24
06-13	06-12	5548077516311491800426 0	ONTIMETEL DIALMYCALLS JUPITER FL	80.99
06-16	06-15	1527021516600020170006 4	FACEBK *Y2B76Q4GN2 MENLO PARK CA P.O.S.: 9733594176755718 SALES TAX: 0.00	125.00
06-16	06-14	5543286516520406361418 1	AWL*PEARSON EDUCATION PRSONCS.COM NJ	1,841.71
06-16	06-14	8271116516650000024928 2	OPENAI *CHATGPT SUBSCR SAN FRANCISCO CA	20.00
06-17	06-16	0534588516860006489599 0	TEXT INC 617-2752400 MA P.O.S.: 4675048 SALES TAX: 0.00	1,968.00
06-17	06-16	1527021516700200041003 5	FACEBK *6UDF2P8GN2 MENLO PARK CA P.O.S.: 9608648395916965 SALES TAX: 0.00	20.65
06-19	06-18	5543286516920561688521 6	ATT*BILL PAYMENT 800-288-2020 TX P.O.S.: 323923130 SALES TAX: 0.00	203.30
06-19	06-18	5543286516920563185502 0	ABB*BOUDIN CATERING 415-283-1230 CA	40.96
06-20	06-19	5543286517020579493486 6	MYFAX SERVICE 866-563-9212 CA	12.00
06-24	06-23	5550036517538386445639 2	AVID CENTER SAN DIEGO CA	995.00
06-26	06-24	5543286517620780407100 6	APPLE STORE #R004 COSTA MESA CA	10,789.60
			Total Purchasing Activity	$34,539.31

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
06-02	05-28	5270487515021643309088 8	HYATT REGENCY SONOMA W SANTA ROSA CA 20103397 ARRIVAL: 05-29-25	194.84
06-02	05-30	5541734515187151044970 6	AMERICAN 0012244827919 PHOENIX AZ BAYER/LESLEE DEPART: 08-13-25 P.O.S.: SALES TAX: $0.00 CWA AA S ORD AA S SNA AA S ORD AA S CWA	856.36
06-02	05-29	5543286515020899224375 3	UNITED 01624910347502 UNITED.COM TX GARCIA/MYCHALJOY DEPART: 08-13-25 P.O.S.: SALES TAX: $0.00 RDD UA T SFO UA T SNA UA S SFO UA S RDD	470.16
06-05	06-03	5543286515520078301728 5	SOUTHWES 5262351853658 800-435-9792 TX BERRY/CARLY DEPART: 08-13-25 P.O.S.: SALES TAX: $0.00 BNA WN E LGB	288.48
06-05	06-03	5543286515520078301729 3	SOUTHWES 5262351853663 800-435-9792 TX BERRY/CARLY DEPART: 08-16-25 P.O.S.: SALES TAX: $0.00 SNA WN A BNA	280.48
06-06	06-05	5543286515720126518736 2	DELTA 00623379687711 800-221-1212 GA HEMMINGER/NICOLE ANN DEPART: 08-13-25 P.O.S.: SALES TAX: $0.00 ORF DL X ATL DL X SNA	333.18

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ACCT. NUMBER: 5563 7579 0010 0937 CALIFORNIA PACIFIC

INDIVIDUAL CARDHOLDER ACTIVITY

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
06-11	06-09	5270828516104747306 2601	AMTRAK .CO1600631113178 WASHINGTON DC YOUNG/COURTNEY/A DEPART: 08-13-25 P.O.S.: SALES TAX: $0.00 FNO 2V Y BFD	93.00
06-11	06-09	5543687516126161312 2908	HILTON HOTELS IRVINE CA 1386163 ARRIVAL: 06-09-25	257.92
06-12	06-11	5292613516337017348 5125	DVINE SANTA ANA SANTA ANA CA	181.08
06-13	06-11	5270487516322487002 3185	HYATT REGENCY SONOMA W SANTA ROSA CA 19213608 ARRIVAL: 06-11-25	305.08
06-13	06-12	5543687516417164511 6546	HILTON GARDEN INN SAN DIEGO CA 00103198 ARRIVAL: 06-11-25	374.35
06-16	06-11	5270487516422556702 9715	HYATT REGENCY SONOMA W SANTA ROSA CA 20217866 ARRIVAL: 06-11-25	328.24
06-16	06-12	5270487516422556703 0283	HYATT REGENCY SONOMA W SANTA ROSA CA 19213608 ARRIVAL: 06-11-25	305.08
06-16	06-12	5270487516522624018 1930	HYATT REGENCY SONOMA W SANTA ROSA CA 20217866 ARRIVAL: 06-11-25	305.08
06-20	06-18	5543286517020588537 9930	SOUTHWES 5262357322782 800-435-9792 TX MAXWELL/IRELAND MARI DEPART: 06-22-25 P.O.S.: SALES TAX: $0.00 SMF WN S SAN	306.30
06-20	06-18	5543286517020588537 9948	SOUTHWES 5262357322788 800-435-9792 TX MAXWELL/JAMES PATRIC DEPART: 06-29-25 P.O.S.: SALES TAX: $0.00 SAN WN P SMF WN P SAN	508.61
06-20	06-18	5543286517020588537 9955	SOUTHWES 5262357322766 800-435-9792 TX MAXWELL/JAMES PATRIC DEPART: 06-22-25 P.O.S.: SALES TAX: $0.00 SAN WN T SMF WN S SAN	594.60
06-20	06-18	5543286517020588537 9963	SOUTHWES 5262357322799 800-435-9792 TX MAXWELL/IRELAND MARI DEPART: 06-29-25 P.O.S.: SALES TAX: $0.00 SAN WN P SMF	254.30
06-23	06-20	5270806517212947608 8065	AVIS.COM PREPAY VIRGINIA BE VA 348257976 SACRAMEN	112.55
06-23	06-20	5270806517212947608 8826	AVIS.COM PREPAY VIRGINIA BE VA 348265282 SACRAMEN	98.75
06-25	06-25	1230202517500060758 3073	2025 YMC LEGAL ACADEMY SACRAMENTO CA	525.00
			Total Travel Activity	$6,973.44

Miscellaneous Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
06-16	06-15	8702130516650001222 6308	ULTIMATE SLP FARMINGTON CT	12.95
06-17	06-17	1230202516800070258 9073	MAILCHIMP ATLANTA GA	72.25
06-25	06-24	5513158517538435422 6188	APPLE.COM/BILL CUPERTINO CA	99.99
06-25	06-25	5543286517620769534 8349	APPLE.COM/BILL 866-712-7753 CA	99.99
06-25	06-25	5543286517620769534 8398	APPLE.COM/BILL 866-712-7753 CA	99.99

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ACCT. NUMBER: 5563 7579 0010 0937 CALIFORNIA PACIFIC

INDIVIDUAL CARDHOLDER ACTIVITY

Miscellaneous Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
06-25	06-25	55432865176207695348422	APPLE.COM/BILL 866-712-7753 CA	99.99
06-25	06-25	55432865176207695348455	APPLE.COM/BILL 866-712-7753 CA	99.99
			Total Miscellaneous Activity	$585.15

J.P.Morgan

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

ACCOUNT NUMBER	5563 7579 0010 0937
PAYMENT DUE DATE	08/25/2025
AMOUNT DUE	$59,951.97
CURRENT BALANCE	$59,951.97

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

AMOUNT ENCLOSED $

CALIFORNIA PACIFIC
SHANNON GREEN
940 S COAST DR STE 185
COSTA MESA CA 92626-1780

** 0000000

5563757900100937059951970

PLEASE TEAR PAYMENT COUPON AT PERFORATION

STATEMENT MESSAGES

COMMERCIAL ACCOUNT SUMMARY

ORGANIZATION NAME: CALIFORNIA PACIFIC

ACCOUNT NUMBER: 5563757900100937

CLOSING DATE	07-31-25
CREDIT LIMIT	100,000
AVAILABLE CREDIT	40,048

FOR CUSTOMER SERVICE CALL:
1-800-316-6056

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

SEND BILLING INQUIRIES TO:

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

PREVIOUS BALANCE	47,336.34
PURCHASES AND OTHER CHARGES	105,992.87
CASH ADVANCES	.00
CREDITS	1,903.70
PAYMENTS	91,473.54-
LATE PAYMENT CHARGES	.00
CASH ADVANCE FEE	.00
FINANCE CHARGES	.00
NEW BALANCE	**59,951.97**
TOTAL PAYMENT DUE	59,951.97
DISPUTED AMOUNT	.00

ACCT. NUMBER: 5563 7579 0010 0937 CALIFORNIA PACIFIC

COMMERCIAL ACCOUNT ACTIVITY

CALIFORNIA PACIFIC
5563-7579-0010-0937

TOTAL COMMERCIAL ACTIVITY
$91,473.54CR

ACCOUNTING CODE:

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-14	07-14	75405015195000000000279	PAYMENT RECEIVED -- THANK YOU	47,336.34 PY
07-29	07-29	75405015210000000000049	PAYMENT RECEIVED -- THANK YOU	44,137.20 PY

INDIVIDUAL CARDHOLDER ACTIVITY

CHRISTINE FEHER
5563-7500-1511-9595

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$80,008.68	$0.00	$80,008.68

ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-02	07-01	15270215182001447831093	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	8,008.68
07-08	07-08	15270215189000307659092	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	12,000.00
07-14	07-12	15270215193000264412091	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	12,000.00
07-17	07-16	15270215197001665472094	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	12,000.00
07-21	07-20	15270215201001604482091	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	12,000.00
07-25	07-25	15270215205001463343091	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	12,000.00
07-29	07-28	15270215209003095798094	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	12,000.00
			Total Purchasing Activity	$80,008.68

DAISY CARLOS
5563-7581-1531-6581

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$1,903.70	$16,398.20	$0.00	$14,494.50

ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-01	06-30	82305095182500024803297	STAMPLI FOR 6-2025 MOUNTAIN VIEW CA	1,299.90
07-01	06-30	88971455181500085320469	TYPEFORM, S.L. BARCELONA B	22.50
07-02	07-01	57540245182716272879825	CUSTOMINK LLC 8002934232 VA P.O.S.: 16250718 SALES TAX: 111.03	1,543.63
07-02	07-01	82711165182500017621085	STICKER MULE AMSTERDAM NY	1,665.82
07-03	07-03	15270215184001300788099	FACEBK *ZN3AVQUGN2 MENLO PARK CA P.O.S.: 9814287505353057 SALES TAX: 0.00	125.00
07-04	07-03	55506295185395340041334	NAESP ALEXANDRIA VA	50.00
07-07	07-05	15270215186001200846060	FACEBK *ZZ4WAQ8GN2 MENLO PARK CA P.O.S.: 9750066818441788 SALES TAX: 0.00	138.00
07-08	07-07	15270215188003100098030	FACEBK *5A4G5PYGN2 MENLO PARK CA P.O.S.: 9619210738194070 SALES TAX: 0.00	152.00

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ACCT. NUMBER: 5563 7579 0010 0937 CALIFORNIA PACIFIC

INDIVIDUAL CARDHOLDER ACTIVITY

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-08	07-07	55432865188202245009752	SEMRUSH 800-815-9959 MA	139.95
07-11	07-10	15270215191000402744035	FACEBK *BUZCKPGGN2 MENLO PARK CA P.O.S.: 9667808300000976 SALES TAX: 0.00	168.00
07-11	07-10	57540245191742516475203	CUSTOMINK LLC 8002934232 VA P.O.S.: 16291902 SALES TAX: 45.73	635.73
07-14	07-12	55480775193125097002531	ONTIMETEL DIALMYCALLS JUPITER FL	44.99
07-14	07-11	82305095192500055310962	CANVA* I04574-65295404 CAMDEN DE	24.50
07-15	07-15	15270215196000000966027	FACEBK *NJ4AAS4GN2 MENLO PARK CA P.O.S.: 9971576839624116 SALES TAX: 0.00	185.00
07-15	07-14	82711165196500000734683	OPENAI *CHATGPT SUBSCR SAN FRANCISCO CA	20.00
07-16	07-16	15270215197000401032048	FACEBK *FGY4XQCGN2 MENLO PARK CA P.O.S.: 9820720938043043 SALES TAX: 0.00	4.21
07-16	07-15	55432865196205117643368	ATT*BILL PAYMENT 800-288-2020 TX P.O.S.: 323923130 SALES TAX: 0.00	203.30
07-17	07-16	15270215197001900102092	FACEBK *KBBD6SLGN2 MENLO PARK CA P.O.S.: 9957946644320473 SALES TAX: 0.00	38.23
07-18	07-17	55436875198271984890337	CALIFORNIA STATE UNIVE LONG BEACH CA P.O.S.: 342816 SALES TAX: 0.00	117.88
07-21	07-19	55432865200206362497033	MYFAX SERVICE 866-563-9212 CA	12.00
07-22	07-21	05410195203091007811412	TARGET 00002493 WESTMINSTER CA	29.46
07-22	07-21	15270215202002100718078	FACEBK *RYSVHSLGN2 MENLO PARK CA P.O.S.: 9998195513628919 SALES TAX: 0.00	204.00
07-23	07-22	55436875203262039601574	CALIFORNIA STATE UNIVE LONG BEACH CA P.O.S.: 342816 SALES TAX: 0.00	117.88
07-24	07-23	51043235204067712119954	PAYPAL *GODADDY.COM 4029357733 AZ P.O.S.: 71211995 SALES TAX: 0.00	50.19
07-24	07-23	82305095204500058443923	CANVA* I04586-80733810 CAMDEN DE	24.50
07-31	07-30	88971455211500094410073	TYPEFORM, S.L. BARCELONA B	22.50
			Total Purchasing Activity	$7,039.17

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-01	06-30	05410195181741665402146	FEDEX55454909 MEMPHIS TN P.O.S.: 55454909 SALES TAX: 0.00	140.75
07-07	07-03	55436875185281854334337	EMBASSY SUITES SANTA ANA CA 00026079 ARRIVAL: 07-03-25	5,000.00
07-09	07-08	12302025189000605564079	2025 YMC LEGAL ACADEMY SACRAMENTO CA	525.00
07-10	07-08	52704875190242439239735	HYATT REGENCY SONOMA W SANTA ROSA CA 0034886467 ARRIVAL: 07-08-25	328.24 CR
07-11	07-08	52704875191243121020341	HYATT REGENCY SONOMA W SANTA ROSA CA 0039430496 ARRIVAL: 07-08-25	305.08 CR
07-18	07-17	52708065199139715118978	AVIS.COM PREPAY VIRGINIA BE VA 375009670 SACRAMEN	122.58

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ACCT. NUMBER: 5563 7579 0010 0937 CALIFORNIA PACIFIC

INDIVIDUAL CARDHOLDER ACTIVITY

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-18	07-17	52708065199139715120248	AVIS.COM PREPAY VIRGINIA BE VA 375013413 SACRAMEN	112.05
07-21	07-17	55432865199206106357538	SOUTHWES 5262368127891 800-435-9792 TX MAXWELL/IRELAND MARI DEPART: 08-20-25 P.O.S.: SALES TAX: $0.00 SAN WN V SMF	138.30
07-21	07-17	55432865199206106357546	SOUTHWES 5262368126106 800-435-9792 TX MAXWELL/IRELAND MARI DEPART: 08-01-25 P.O.S.: SALES TAX: $0.00 SMF WN C SAN	264.30
07-21	07-17	55432865199206106357553	SOUTHWES 5262368124350 800-435-9792 TX MAXWELL/JAMES PATRIC DEPART: 08-01-25 P.O.S.: SALES TAX: $0.00 SAN WN E SMF WN P SAN	468.60
07-21	07-17	55432865199206106357561	SOUTHWES 5262368126606 800-435-9792 TX MAXWELL/JAMES PATRIC DEPART: 08-20-25 P.O.S.: SALES TAX: $0.00 SAN WN V SMF WN V SAN	276.60
07-23	07-22	55310205204251509801673	CHIPOTLE ONLINE NEWPORT BEACH CA	325.90
07-24	07-22	55432865204207824099660	SOUTHWES 5262369591688 800-435-9792 TX HAWCK/KATHERINE BERR DEPART: 08-08-25 P.O.S.: SALES TAX: $0.00 CMH WN E PHX WN E LGB WN F DAL WN F CMH	293.36
07-24	07-22	55432865204207824099678	SOUTHWES 5262369763176 800-435-9792 TX PHILLIPS/HELENA ANN DEPART: 07-31-25 P.O.S.: SALES TAX: $0.00 SAN WN P SMF WN R SAN	596.61
07-24	07-22	55432865204207824099686	SOUTHWES 5262369780712 800-435-9792 TX MAXWELL/IRELAND MARI DEPART: 07-31-25 P.O.S.: SALES TAX: $0.00 SMF WN Y SAN	346.30
07-24	07-22	55432865204207824280500	SOUTHWES 5262368124350 800-435-9792 TX MAXWELL/JAMES PATRIC DEPART: 07-22-25 P.O.S.: SALES TAX: $0.00 DAL WN Y DAL	468.60 CR
07-24	07-22	55432865204207824280518	SOUTHWES 5262368127891 800-435-9792 TX MAXWELL/IRELAND MARI DEPART: 07-22-25 P.O.S.: SALES TAX: $0.00 DAL WN Y DAL	138.30 CR
07-24	07-22	55432865204207824280526	SOUTHWES 5262368126606 800-435-9792 TX MAXWELL/JAMES PATRIC DEPART: 07-22-25 P.O.S.: SALES TAX: $0.00 DAL WN Y DAL	276.60 CR
07-24	07-22	55432865204207824280534	SOUTHWES 5262368126106 800-435-9792 TX MAXWELL/IRELAND MARI DEPART: 07-22-25 P.O.S.: SALES TAX: $0.00 DAL WN Y DAL	264.30 CR
07-25	07-23	55432865205208168627859	SOUTHWES 5262370072495 800-435-9792 TX PHILLIPS/HELENA ANN DEPART: 08-20-25 P.O.S.: SALES TAX: $0.00 SAN WN V SMF WN D SAN	303.60

ACCT. NUMBER: 5563 7579 0010 0937 CALIFORNIA PACIFIC

INDIVIDUAL CARDHOLDER ACTIVITY

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-25	07-23	5543286520520816862786 7	SOUTHWES 5262370073949 800-435-9792 TX MAXWELL/IRELAND MARI DEPART: 08-20-25 P.O.S.: SALES TAX: $0.00 SAN WN V SMF	138.30
07-30	07-29	52708065211144297150294	AVIS.COM PREPAY VIRGINIA BE VA VIRGINIA	122.58 CR
07-30	07-29	52708065211144297150880	AVIS.COM PREPAY VIRGINIA BE VA 386551561 SACRAMEN	122.58
			Total Travel Activity	$7,271.13

Miscellaneous Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-01	06-30	15265675181004307367078	YOAST B.V. MERCHANTREF WIJCHEN NLD	99.00
07-16	07-15	87021305196500028304291	ULTIMATE SLP FARMINGTON CT	12.95
07-17	07-17	12302025198001202063076	MAILCHIMP ATLANTA GA	72.25
			Total Miscellaneous Activity	$184.20

CHRISTINE FEHER 5563-7581-6708-3774	CREDITS $0.00	PURCHASES $9,585.99	CASH ADV $0.00	TOTAL ACTIVITY $9,585.99

ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-29	07-28	05410195209069223571998	FEDEX OFFICE 800000836 PLANO TX P.O.S.: 57817537309461001 SALES TAX: 270.41	3,759.61
07-31	07-30	57540245211712260413177	CUSTOMINK LLC 8002934232 VA P.O.S.: 16373125 SALES TAX: 339.20	5,264.77
			Total Purchasing Activity	$9,024.38

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-04	07-02	55310205184238878225968	ALASKA A 0272110324479 SEATTLE WA GARCIA/MICHELLE DEPART: 08-13-25 P.O.S.: SALES TAX: $0.00 STS AS O SNA AS K STS	561.61
			Total Travel Activity	$561.61

CALIFORNIA PACIFIC CHARTER SCHOOLS

Agenda Item: 13.A **Date:** August 13, 2025

X	Business/Financial Services
X	Consent Agenda
	Correspondence/Proposals/Reports
	Curriculum
	Education/Student Services
	Organizational Structure of the Board
	Personnel Services
	Policy Development
	Public Hearing

Item Requires Board Action: X **Item is for Information Only:** _____

4. Item: Approval of Hatch & Cesario Agreement (Renewal)

Background: The Hatch & Cesario Legal Services Agreement provides California Pacific Charter Schools with specialized legal support for the 2025–2026 fiscal year. The firm will offer consulting, representation, and legal services related to special education and general student matters. This includes assistance with administrative and judicial proceedings, as requested by the school or required by law. Services are tailored to ensure compliance and legal protection in areas directly impacting students. The agreement reflects a continued partnership to support the school's legal needs with targeted expertise.

Recommendation: It is recommended the Board approve the Hatch & Cesario Agreement (Renewal) for 2025-2026 for California Pacific Charter Schools - Sonoma (#2037), San Diego (#1758), and Los Angeles (#1751).

Fiscal Impact: As needed, estimate reflected in annual budget.

5. Item: Approval of 2025-26 Medi-Cal Billing Services Agreement

Background: California Pacific Charter Schools (CalPac) contracts with the San Joaquin County Office of Education (SJCOE) to provide SEIS Billing services under the Local Educational Agency Medi-Cal Billing Option Program (LEA BOP). This program allows CalPac to seek Medi-Cal reimbursement for eligible student health-related services, including counseling, speech/language therapy, and mental health supports documented in IEPs or health plans. Under Attachment A, CalPac

designates its participation structure and affirms compliance with requirements for documentation, qualified providers, parental consent, and data privacy under FERPA and, if applicable, HIPAA. While SJCOE acts as the billing vendor, CalPac retains full compliance responsibility.

Recommendation: It is recommended the Board approve the 2025–2026 Medi-Cal Billing Services Agreement with the San Joaquin County Office of Education for California Pacific Charter Schools - Sonoma (#2037), San Diego (#1758), and Los Angeles (#1751) as presented.

Fiscal Impact: Revenue is dependent on the volume of eligible services successfully billed. The State retains 3–5% per claim, and up to 15% is paid to the vendor. Despite these deductions, the program is projected to generate substantial net reimbursements that outweigh the associated costs.

HATCH & CESARIO

ATTORNEYS-AT-LAW

June 17, 2025

Sent Via Email Only: cfeher@cal-pacs.org

Christine Feher, Executive Director
California Pacific Charter Schools
4101 Birch St. #150
Newport Beach, CA 92660

Re: 2025-2026 Legal Services Agreement

Dear Christine:

Attached for your consideration is Hatch & Cesario's legal services agreement for the 2025-2026 fiscal year.

If you approve of this agreement, please place your initials and signature on page 3 and provide me with a copy. Also attached is Hatch & Cesario's W-9 form, which includes our tax identification number, for your records.

Thank you for choosing Hatch & Cesario. We appreciate the opportunity to work with California Pacific Charter Schools.

Sincerely,

HATCH & CESARIO, Attorneys-at-Law

Deborah R.G. Cesario

Enclosures: 2025-2026 Legal Services Agreement
Hatch & Cesario's W-9

10531 4S Commons Drive, Suite 583
San Diego, CA 92127
debbie@hatchcesariolaw-sd.com
(858) 943-4200 Office & Fax
www.hatchcesariolaw.com

HATCH & CESARIO

ATTORNEYS-AT-LAW

AGREEMENT FOR LEGAL SERVICES
July 1, 2025 – June 30, 2026

This Agreement is by and between California Pacific Charter Schools ("Client") and Hatch & Cesario, Attorneys-at-Law ("Attorney").

Attorney's Services

The Attorney agrees to provide the Client with consulting, representational, and legal services pertaining to special education and general student matters, including representation in administrative and judicial proceedings, as requested by the Client or as required by law. A separate agreement may be required for state or federal court proceedings.

The Attorney shall provide legal services as reasonably required to represent the Client in such matters, take reasonable steps to inform the Client of significant developments, and respond to the Client's inquiries. The Client understands that the Attorney cannot guarantee any particular results, including the costs and expenses of representation.

Hourly Rates

Client agrees to pay Attorney for services rendered based upon the following rate schedule:

Senior Partners/Senior Of Counsel*	$385.00
Partners/Of Counsel	$370.00
Senior Associate	$355.00
Associate	$335.00
Law Clerk	$220.00
Senior Paralegal	$225.00
Paralegal	$220.00
Education Consultant	$220.00

**With 20 years of experience or more and named partners.*

The Attorney shall bill the Client for legal services in one-tenth (.10) increments.

Costs, Expenses, and Other Requirements Applicable to the Client

The Client agrees to reimburse the Attorney for necessary costs and expenses incurred by the Attorney on behalf of the Client, including the following:

In-office Photocopying	$0.25 per page
Outside Photocopying	Actual usage
Facsimile/Scanning	None
Postage	Actual usage
Mileage	IRS mileage rate

Costs, such as electronic legal research services, messenger, meals, and lodging, shall be charged on an actual and necessary basis.

Payment for Services

The Attorney shall send the Client a statement for fees and costs incurred every calendar month. Such statements shall set forth the amount, rate, and description of services provided. Payment by the Client against monthly billings is due upon receipt of statements and is considered delinquent if payment is not received within thirty (30) days of the invoice date.

The California Business & Professions Code requires the Attorney to inform you whether we maintain errors and omissions insurance coverage applicable to the services rendered. We hereby confirm that the Attorney does maintain such insurance coverage.

Legal Fees and Costs Covered by JPA or Insurance Policy

When the Client is named as a party in an administrative or court proceeding, the Client may have coverage under a joint powers authority ("JPA") memorandum of understanding or liability insurance policy for legal fees and related costs. We recommend that any new filings against the Client be tendered to a representative of the JPA or your insurer as soon as you are served.

If you have coverage and wish to work with the Attorney, it will agree to represent you at the rates set forth in this Agreement unless the Attorney and Client agree otherwise. The Attorney will also agree to follow all litigation guidelines in effect and will not charge for expenses not otherwise authorized.

At times, a JPA or insurer may decline to pay for legal fees or expenses that are otherwise covered and acceptable under the applicable guidelines. The Attorney will follow all established appeal procedures to negotiate any declined items with the JPA or insurer.

If, after the appeals process, the JPA or insurer continues to deny payment without a good faith basis, the Attorney will require that the Client pay those fees directly. Any fees chargeable to the Client will continue to be at the rates set forth in this Agreement unless the Attorney and Client agree otherwise.

Discharge of Services

The Client may discharge the Attorney at any time by written notice. Unless otherwise agreed, and except as required by law, the Attorney will provide no further legal services hereunder after receipt of such notice. The Attorney may withdraw its services with the Client's consent or as allowed or required by law upon ten (10) days written notice. Upon discharge or withdrawal, the Attorney shall transition all outstanding legal work and services to others, as the Client shall direct.

Mediation

If a dispute arises out of or relating to any aspect of this Agreement between Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Client and Attorney agree to first try in good faith to resolve the dispute in private by the use of mediation before initiating any arbitration, litigation, or any other dispute resolution procedure. The cost of such mediation shall be borne equally by the parties unless otherwise stipulated in a settlement agreement between the parties. Either party may initiate mediation through the service of a written demand in person or by mail or, if agreed to by the parties in advance, by e-mail to the opposing party. The mediation session will occur at a time mutually agreed upon by the parties in consultation with a mutually selected mediator, though no later than sixty (60) days after the date of service of the initial notice unless otherwise agreed by the parties and mediator.

By initialing below, the Client and Attorney confirm that they have read and understand the paragraph above and voluntarily agree to mediation. By this Agreement, the Attorney has advised the Client of the right to have an independent lawyer of the Client's choice to review this mediation provision and this entire Agreement before initialing this provision or signing this Agreement.

_____ (Client Initial Here) DRC (Attorney Initial Here)

Term of Agreement

The term of this Agreement is effective July 1, 2025 through June 30, 2026, and may be modified in writing by mutual agreement of Client and Attorney. This Agreement shall be terminable by either Attorney or Client upon thirty (30) days written notice.

California Pacific Charter Schools	Hatch & Cesario, Attorneys-at-Law
_____	Deborah R.G. Cesario
Christine Feher	Deborah R.G. Cesario
Executive Director	Senior Partner
_____	June 17, 2025
Date	Date

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
Troy A. Brown, Ed.D., County Superintendent of Schools

P.O. Box 213030
Stockton, CA 95213-9030
(209) 468-4800
www.sjcoe.org

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
SEIS BILLING SERVICES AGREEMENT

This Agreement made and entered this **July 1, 2025** between **California Pacific Charter Schools, a public agency of the State of California** hereinafter referred to as **"CLIENT"**, having an address at 940 South Coast Drive. #185, Costa Mesa, California 92626 and **San Joaquin County Office of Education, a California County Office of Education,** hereinafter referred to as **"SJCOE"** having an address at 2922 Transworld Drive, Stockton, California 95206.

The parties hereto agree that **SJCOE** shall be considered a "Business Associate," and **CLIENT** shall be considered a "Covered Entity" as such terms are defined under the Privacy, Security, Breach Notification and Enforcement Regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, as set forth in the Code of Federal Regulations ("CFR") at Title 45, Parts 160 and 164, as may be amended (collectively, "HIPAA").

The parties hereto agree that **SJCOE** will provide the Local Education Agency (LEA claiming services outlined in the California State Plan under Title XIX of the Social Security Act. If CLIENT enters into subcontract agreements with other organizations for the purpose of incorporating their claiming with that of **CLIENT**, all terms and conditions of this Agreement will be binding for **CLIENT** and **CLIENT** shall hold **SJCOE** harmless from claims by its subcontracting organizations. **CLIENT** shall inform **SJCOE** within fourteen (14) days after **CLIENT** has entered into or terminated a contract with another organization.

1. **COMMENCEMENT, DURATION, EVERGREEN CLAUSE AND TERMINATION OF SERVICES**

This Agreement shall be effective for twelve (12) consecutive months commencing on **July 1, 2025 (Effective Date)**, for preparing LEA billing claims for **CLIENT**. Claims will be submitted on a monthly basis for such claims **SJCOE** receives from **CLIENT**.

This Agreement shall automatically renew for additional periods of twelve (12) months each year unless one party has provided written notice of cancellation to the other party not less than ninety (90) days prior to the renewal date.

CLIENT may terminate this Agreement, with or without cause, upon ninety (90) days written notice to **SJCOE**, provided that **CLIENT** agrees to pay **SJCOE** all fees for services provided by **SJCOE** through the date of termination.

The obligations of **SJCOE** to protect the confidentiality of the PHI (as defined hereinafter) in its possession and/or known to it, its employees, agents or subcontractors, shall survive termination of this agreement for any reason. In addition, at the termination of this Agreement for any reason, **SJCOE** shall return, destroy, or de-identify all PHI received from, created, maintained, or received by **SJCOE** on behalf of **CLIENT**. If de-identification or destruction of all or part of the PHI is not commercially feasible, **SJCOE** shall extend the protections of this Agreement for as long as necessary to protect the PHI

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and to limit further access, use or disclosure of the PHI to those purposes that make the return or destruction of the PHI infeasible. If **SJCOE** elects to destroy the PHI it shall certify to **CLIENT** in writing that the PHI has been destroyed. Destruction of PHI must be in accordance with industry standards and processes for ensuring that reconstruction, re-use and/or re-disclosure of PHI is prevented after destruction, with the exact method of destruction dependent on the media in which the PHI is contained. To the extent applicable, **SJCOE** shall ensure any such destruction is consistent with state and/or federal record retention laws or regulations.

2. **SEIS BILLING INPUT DATA**

CLIENT shall be responsible for the input of all electronic entries into the Special Education Information System (SEIS), (IEP & Non-IEP) Billing, including electronic entries for the LEA Medi-Cal Billing Option Program and Multi-Payer Fee Schedule under the Children and Youth Behavioral Health Initiative (CYBHI), which **SJCOE** will process claims. Accurate, complete, and correct data necessary for **SJCOE** to perform its services hereunder shall be the sole responsibility of **CLIENT**. **SJCOE** will however make every reasonable effort to verify the completeness and accuracy of information underlying the claims it submits on the **CLIENT's** behalf. **SJCOE** shall not be responsible for any delays or failure to prepare a claim because of incomplete, inaccurate, or incorrect data provided by **CLIENT**. Any errors, mistakes or liability in connection with the failure of **CLIENT** to electronically enter such data, shall be the sole responsibility of **CLIENT** and every reasonable effort shall be made to correct such data by **CLIENT. CLIENT** shall notify **SJCOE** of any incorrect data and in the event **CLIENT** requests **SJCOE** to complete the necessary Claim Inquiry Form (CIF) to retract and resubmit such claims **SJCOE** will charge **CLIENT** a processing fee of Forty-Five Dollars ($45.00) per hour. Claim Submission for the LEA BOP must be received by the Department of Health Care Services (DHCS) Fiscal Intermediary (FI) by the Twelve-Month Billing Limit; within twelve (12) months following the month in which services were delivered. As such, for the LEA BOP, **SJCOE** must receive claims by or within twelve months of the service being rendered. For the Multi-Payer Fee Schedule, **SJCOE** must receive claims by or within one hundred (100) days after a service is rendered. Please note: claims submitted after the required time may become non-reimbursable or reimbursed at a significantly less amount. **SJCOE** will make every reasonable effort to submit each billing claim within forty-five (45) days of the claim input by **CLIENT**. **SJCOE** will also make every reasonable effort to bill any necessary retroactive claims in order to minimize revenue lost due to Department of Health Care Services one (1) year billing limit or the one hundred eighty (180) day billing limit established by the Third-Party Administrator for services billed under the Multi-Payer Fee Schedule. **CLIENT** acknowledges that in the event either entity denies reimbursement of a claim, such denials are common and **SJCOE** will randomly monitor these denials and make every attempt to re-bill for reconsideration of reimbursement.

3. **COST AND REIMBURSEMENT COMPARISON SCHEDULE SERVICES**

The Cost and Reimbursement Comparison Schedule (CRCS) is a mandatory requirement for participation in the LEA Medi-Cal Billing Option Program (LEA Program). The LEA Program requires that LEAs annually certify that the public funds expended for LEA

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services provided are eligible for federal financial participation, in accordance with 42 CFR 433.51. **CLIENT** ensures that only employees and/or contractors providing direct health services (mental health, speech, nursing, occupational, physical therapy, etc.) whom are listed on the Time Study Participant (TSP) cost pool 1 in a given quarter, may be included on the CRCS for that quarter. **SJCOE** will prepare the required bridging document template required by DHCS to include the eligible participants per quarter and provide to **CLIENT** for fiscal data completion. Upon receiving the fiscal information from **CLIENT**, **SJCOE** will prepare the CRCS report on behalf of **CLIENT**. **CLIENT** will certify the CRCS for accuracy prior to **SJCOE's** submission to DHCS. The submission of the CRCS is ultimately the responsibility of the **CLIENT.** Under DHCS' guidelines, **f**ailure to submit the CRCS may put the LEA at risk of future withholds of reimbursement and/or termination in the LEA BOP Program. If CLIENT participates in both the LEA Medi-Cal Billing Option Program (LEA BOP) and the CYBHI Multi-Payer Fee Schedule and chooses to use a different vendor for CYBHI billing services, CLIENT or its selected vendor shall be responsible for entering practitioner information required for CYBHI program participation.

4. **OPERATING PROCEDURES**

SJCOE shall be responsible for the processing of all claims for services rendered by **CLIENT** and its employees, which have been electronically submitted to **SJCOE** for processing. SJCOE will obtain and store pupil's Medi-Cal beneficiary eligibility in accordance with a signed, Agreement for Disclosure and Use of DHCS Data (hereinafter "Data Use Agreement" or "DUA") between the **CLIENT, SJCOE** and DHCS/Third-Party Administrator and hereby incorporated by reference.

SJCOE agrees to:

a. Provide training and forms required by **CLIENT** staff for the preparation of data required for the submission of the claims for interim reimbursement.

b. Maintain knowledge of current billing procedures, rules, and laws for California's Medi-Cal LEA Billing Option claiming program, CYBHI Multi-Payer Fee Schedule, School-Based Medi-Cal Administrative Activities and the Random Moment Time Survey Process. Maintain knowledge of the Centers of Medicare and Medicaid Services (CMS) guidelines as they pertain to the provision of services under this Agreement.

c. Establish and maintain procedures for the timely preparation of claims to the DHCS Fiscal Intermediary/Third-Party Administrator. This includes setting time schedules that must be adhered to by **CLIENT**'**s** staff.

d. Provide monthly management reports to **CLIENT** as support for the claims submitted to Medi-Cal DHCS/Third-Party Administrator. Prepare and submit

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monthly claims to the DHCS Fiscal Intermediary/Third-Party Administrator for payment.

e. **SJCOE** will provide technical assistance to **CLIENT** with gathering and maintaining data required for claiming. **SJCOE** will provide program support to **CLIENT** and will direct other resources to **CLIENT** as required. **SJCOE** will coordinate training support activities with the **CLIENT** either virtually or on-site as needed.

f. The Department of Health Care Services Audits and Investigations unit (A&I) conducts multiple audits ranging from random claims audits, CRCS audits (most common) to field audits. In the event of any of these audits, **SJCOE** will act as the liaison between the **CLIENT** and the auditor via email, phone, and virtual meetings to support the **CLIENT** in the audit process. Upon receiving an audit entrance letter from the DHCS, **SJCOE** will provide in a timely manner to the **CLIENT** the requested documentation to include production logs showing all processed claims for the audit year. Potential fees owed by, or returned, to the district will be based upon the specific final audit findings and circumstances.

CLIENT agrees to:

a. Ensure that all covered services are furnished by qualified practitioners acting within their scope of practice, in accordance with CCR Title 22; Business and Professions Code, Division 2, Sections 500 through 4998; and Education Code Section 44000. **CLIENT** will ensure that all qualified practitioners' licensure and credentials are current and in good standing with the respective licensing agent. **CLIENT** will notify **SJCOE** in writing of any changes in staffing both of employed and contracted practitioners.

b. As of July 1, 2021 in order to be eligible to receive interim reimbursement under the LEA Medi-Cal Billing Option Program, **CLIENT** shall follow all guidelines set forth by CMS and DHCS in participation and cooperation in School-Based Medi-Cal Administrative Activities (SMAA) Random Moment Time Study (RMTS) unless otherwise acting as a model 2 SJCOE contracting out for ALL direct health service practitioners. **CLIENT** agrees to ensure that claims and costs are necessary for the proper and efficient administration of LEA billing services. **CLIENT** agrees to ensure that individuals submitting claims for LEA Medi-Cal Billing Option Program are also included on the quarterly SMAA Cost Pool as a direct service provider (Cost Pool 1) and participates in the SMAA program in accordance with DHCS and CMS guidelines.

c. **SJCOE** recommends **CLIENT** implement a compliance plan in accordance with the Centers for Medicaid Services (CMS) and the Affordable Care Act. The Compliance plan is intended to assist Local Education Agencies (LEA) in developing and implementing effective compliance programs that promote,

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adherence to, and allow for, the efficient monitoring of compliance with all applicable statutory, regulatory and Medicaid program requirements. An effective compliance plan should both articulate and demonstrate the LEAs commitment to ethical and legal business conduct and create a culture of compliance Federal Register / Vol. 63, No. 243 /. **CLIENT** agrees to adhere to all Policy and Procedure letters (PPL) relating to the LEA Medi-Cal Billing Option Program, School-Based Medi-Cal Administrative Activities and Targeted Case Management. **CLIENT** agrees to share the SMAA Quarterly Time Survey Participant lists with **SJCOE** Compliance staff to ensure accurate billing claims.

d. Provide ~~a~~ contact person(s) who shall serve as coordinator(s) for all **CLIENT** activities (LEA BOP/CYBHI Multi-Payer Fee Schedule and SMAA). These person(s) will work directly with **SJCOE's** management and support staff to ensure program compliance and authenticity.

e. Arrange for **CLIENT** staff to attend training sessions related to the electronic data input of SEIS billing and form/documentation completion. **CLIENT** will assume the responsibility of overseeing the participation of electronic entries and/or paper forms submitted to **SJCOE**.

f. In accordance with Title 42 of the Code of Federal Regulations (CFR), Sections 455.410 & 455.440, **CLIENT** agrees to include the National Provider Identifier (NPI) number of the Ordering Referring and Prescribing (ORP) practitioner on claims for treatment health care services. **CLIENT** also agrees that all practitioners who order, refer or prescribe treatment services must be individually enrolled as a Medi-Cal ORP provider.

The Parties Agree as follows pertaining to the electronic storage of PHI pursuant to this Agreement:

a. **Use and Disclosure of PHI by CLIENT; Responsibilities.** For purposes of this Agreement the parties acknowledge that regulations applicable to this Agreement include both the federal privacy regulations, as amended from time to time, issued under HIPAA and codified at 45 CFR Parts 160 and 164 (Subparts A & E) (the "**Privacy Rule**") and the federal security regulations, as amended from time to time, issued under HIPAA and codified at 45 CFR Parts 160 and 164 (Subparts A & C) (the "**Security Rule**"). **CLIENT** shall not include Protected Health Information in any Services other than as permitted by this Agreement.

i. **CLIENT** is responsible for implementing appropriate privacy and security safeguards to protect **CLIENT's** PHI in compliance with HIPAA and this Agreement. **CLIENT** acknowledges and agrees that **CLIENT** controls how the Covered Services are used and configured and is responsible for ensuring, where applicable, that such usage and configuration is in compliance with HIPAA, and that **CLIENT** shall Use and Disclose PHI only as permitted by HIPAA. Without limiting the generality of the foregoing, **CLIENT** shall do the following:

1. Not authorize, request or require SJCOE to Use or Disclose PHI in any manner that would violate HIPAA if the Use or Disclosure were carried out by **CLIENT**, except as permitted under HIPAA and set forth in this Agreement.

2. Not agree to any restriction requests or place any restrictions in any notice of privacy practices that would cause **SJCOE** or one of its Subcontractors to violate this Agreement or any applicable law.

3. Use and retain a level of audit logging sufficient to record all activity related to use of and access to PHI in **CLIENT's** information systems.

4. Ensure that the use of any notation feature in the services, which **CLIENT** agrees and acknowledges is under **CLIENT's** sole control, discretion and liability, is compliant with HIPAA

b. **Use and Disclosure of PHI by SJCOE; Responsibilities. SJCOE** shall Use or Disclose PHI only in the manner and for the purposes set forth in this Agreement or in accordance with the Agreement and not in any other manner or for any other purposes. Without limiting the generality of the foregoing, **CLIENT** hereby authorizes **SJCOE** to do the following:

1. Use and Disclose PHI as necessary to provide and maintain the HIPAA Covered Services, to prevent or address service or technical problems, and to perform **CLIENT** support services for **CLIENT**;

2. Use and Disclose PHI as Required by Law; and

3. Use and Disclose PHI as necessary for the proper management and administration of **SJCOE** and to carry out the legal responsibilities of **SJCOE**.

c. **Protection of PHI.** In connection with its receipt, maintenance or transmission of PHI on behalf of **CLIENT**, **SJCOE** agrees to do the following:

1. in accordance with 45 CFR § 164.502(e)(1), **SJCOE** may disclose PHI to Subcontractors and such Subcontractors shall have the rights to Use and Disclose PHI under the agreement between SJCOE and each Subcontractor, provided that SJCOE shall ensure that any Subcontractors that receive, maintain or transmit PHI on behalf of **SJCOE** agree to restrictions and conditions no less restrictive than those that apply to **SJCOE** in this Agreement with respect to such PHI;

2. use appropriate administrative, technical and physical safeguards, and comply, where applicable, with the Security Rule with respect to any PHI that constitutes Electronic Protected Health Information, to prevent Use or Disclosure of PHI other than as provided for by this Agreement; and

3. to the extent **SJCOE** carries out the **CLIENT's** obligations under the Privacy Rule, if applicable, comply with the requirements of the Privacy Rule that apply

to the **CLIENT** in the performance of those obligations; notwithstanding the foregoing, the parties acknowledge that, under the Agreement and this Agreement, unless otherwise agreed upon by the parties in writing, SJCOE has no obligations to carry out any of **CLIENT'**s obligations under the Privacy Rule.

i. Breach Notification.

5. SJCOE shall report to **CLIENT** any Use or Disclosure of PHI not provided for in this Agreement of which **SJCOE** becomes aware, including any Breach of Unsecured Protected Health Information in accordance with 45 CFR § 164.410. **SJCOE** shall provide to the **CLIENT** all information required by 45 CFR § 164.410(c) to the extent known and provide any additional available information reasonably requested by **CLIENT** for purposes of investigating the Breach as required by HIPAA. For purposes of this Agreement, "**Breach**" means the acquisition, access, Use or Disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI as defined, and subject to the exclusions set forth, in 45 CFR § 164.402.

6. **SJCOE** shall be required to report to **CLIENT**, without unreasonable delay, only successful Security Incidents pertaining to PHI of which **SJCOE** becomes aware. **SJCOE** hereby provides **CLIENT** with notice in this Section 4(ii) of the ongoing existence and occurrence of attempted but unsuccessful Security Incidents, which include, but are not limited to, pings and other broadcast attacks on **SJCOE's** firewall, port scans, unsuccessful log-in attempts, denial of service attacks and any combination of the above, so long as such incidents do not result in unauthorized access, Use or Disclosure of PHI. The parties agree that no further notice of unsuccessful Security Incidents is required.

ii. **Access by HHS.** SJCOE shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary of the United States Department of Health and Human Services for purposes of determining **CLIENT's** compliance with HIPAA.

iii. **Individual Access Requests. SJCOE** shall forward to **CLIENT** any requests **SJCOE** receives from an Individual for access to the Individual's PHI that is entered in the HIPAA Covered Services by CLIENT to which CLIENT shall respond in accordance with the requirements of 45 CFR § 164.524. The parties agree that, by providing the HIPAA Covered Services, when properly configured by CLIENT to the extent required by the BAA Restrictions, **SJCOE** will make available to **CLIENT** all PHI then contained in the HIPAA Covered Services by **CLIENT**, including PHI about an Individual, to facilitate **CLIENT's** compliance with the requirements of 45 CFR § 164.524.

iv. **Non-Compliance.** If either party becomes aware that the other party has engaged in a pattern of activity or practice that constitutes a material

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breach or violation of this Agreement, the non-breaching party may request in writing that the breaching party cure the breach or violation. If the breach or violation is not cured within 30 days of the written notice, the non-breaching party may terminate this Agreement and the Agreement.

5. **FEE SCHEDULE**

CLIENT shall pay **SJCOE** by the number of processing and administrative hours worked. In accordance with regulations 42 CFR §447.10 and 22 CCR § 51502.1, **SJCOE** will validate the number of hours worked on the project by assuming approximately twenty percent (20%) of the LEA Coordinator's time at Eighty-Four Dollars ($84.00) per hour and eighty percent (80%) of the LEA Project Liaison's time at Fifty-One Dollars ($51.00) per hour. For **CLIENT** convenience, this typically amounts in and around to twelve percent (12%) charged to the LEA, however a percentage charge is prohibited by Federal regulations.

SJCOE anticipates receiving periodic reports from Medi-Cal regarding which **CLIENT'S** claims, submitted by **SJCOE**, were paid by Medi-Cal. Based on such reports, **SJCOE** shall submit invoices to **CLIENT**, which shows the amount **CLIENT** must pay **SJCOE** for claims submitted by **SJCOE** and paid to **CLIENT**. **CLIENT** must remit payment to **SJCOE** for the claims paid, as reflected on **SJCOE'S** invoice to **CLIENT**, within sixty (60) days of the date of invoice. A Seventy-Five Dollar ($75.00) late fee will be applied to each monthly invoice where **SJCOE** has not received payment within the ninety (90) days of the date of invoice.

6. **OWNERSHIP OF PROGRAMS AND CONFIDENTIALITY OF DATA**

All computer hardware, operating system software, application software, programs, documentation, specifications, tapes, instruction manuals and similar material utilized and/or developed by **SJCOE** in connection with its systems and all patents, trade secrets, copyrights, trademarks, and other intellectual property rights are, as between **SJCOE** and **CLIENT**, the sole and exclusive property of **SJCOE**. **CLIENT** agrees to make no unauthorized use of these materials and systems and to preserve these materials and maintain the confidentiality of any and all of these materials in its possession.

CLIENT will abide by all Recitals as set forth in **CLIENT's** (SEIS) Technology Agreement specific to AB 1584.

WHEREAS, SJCOE provides digital education software that is authorized to access, store and use Pupil Records and/or provides services, including cloud-based services, for the digital storage, management and/or retrieval of Pupil Records;

WHEREAS, CLIENT is a "local educational agency" under California Education Code Section 49073.1(3), which defines "local educational agency" as including "school districts, county offices of education, and charter schools;"

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WHEREAS, SJCOE is a "third party" under California Education Code Section 49073.1(6), which defines "third party" as a **SJCOE** of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Pupil Records;

WHEREAS, California Education Code Section 49073.1 requires that any contract for the provision of services entered into between **SJCOE** and **CLIENT** contain provisions specified in sections (b)(1) through (b)(9) of California Education Code Section 49073.1;

WHEREAS, SJCOE and **CLIENT** desire to amend the terms of the Agreement to satisfy the requirements of California Education Code section 49073.1; and now therefore, **SJCOE** and **CLIENT** agree to the terms in compliance with California Education Code Section 49073.1:

I. Definitions: As used herein the following terms are defined as follows:

a. "Adult Pupil" means a Pupil who has reached 18 years of age.

b. "De-identified Information" means information that cannot be used to identify an individual pupil.

c. "Parent" means a natural parent, an adopted parent or legal guardian of a Pupil.

d. "Pupil" or "Pupils" means a student or students of **CLIENT**.

e. "Personally Identifiable Information" includes: 1) the Pupil's name, 2) the name of the Pupil's parent or other family members, 3) the address of the Pupil or Pupil's family, 4) a personal identifier, such as a Pupil's social security number, Pupil's number, or biometric record, 5) other indirect identifiers, such as the Pupil's date of birth, place of birth, and mother's maiden name, 6) other information that, alone or in combination, is linked or linkable to a specific Pupil that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the Pupil with reasonable certainty, or 7) information requested by a person who the educational agency or institution reasonably believes knows the identity of the Pupil to whom the Pupil Record relates.

f. "Pupil Records" means both of the following: 1) any information directly related to a Pupil that is maintained by **SJCOE**, including Personally Identifiable Information, and 2) any information acquired directly from the Pupil through the use of instructional software or applications assigned to the Pupil by a teacher or other **CLIENT** employee. "Pupil Records" does not mean aggregated de-identified Information used by **SJCOE** for the following purposes: to improve educational products for adaptive learning purposes and for customizing Pupil learning; to demonstrate the

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effectiveness of **SJCOE's** products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

II. Ownership and Control of Client Data, Including Pupil Records. At all times during the term of this Agreement and after termination of this Agreement, all Pupil Records remain the exclusive property of **CLIENT** and **CLIENT** retains exclusive rights, ownership and control thereto.

III. Use of Pupil Records. **SJCOE** shall not use any Pupil Records to which it has access by way of this Agreement for any purpose other than those required or specifically permitted by this Agreement.

IV. Review and Correction of Pupil Records. A Parent or Adult Pupil may review his/her Pupil Records that are retained, stored, hosted, accessed or used by **SJCOE** by making a request in writing to **CLIENT** for access to the subject Pupil Records. Subject to **CLIENT** verification of identity, approval of disclosure and redaction of any Personally Identifiable Information of a Pupil other than the Pupil of the Parent or Adult Pupil, who is making the request, **CLIENT** will direct **SJCOE** to provide access to any/all requested Pupil Records within five (5) business days or as otherwise required by law, by issuing the Parent or Adult Pupil a temporary user name and password to log on to the **SJCOE's** software/information system to review the requested Pupil Records. This time frame may be extended by written consent of the Parent or Adult Pupil. A Parent or Adult Pupil may submit written corrections to Pupil Records retained, stored, hosted, accessed or used by **SJCOE** to **CLIENT**. **CLIENT** shall have exclusive authority over **SJCOE** with respect to authorizing disclosure of Pupil Records pursuant to this Agreement.

V. A Parent or Adult Pupil may correct erroneous information identified upon review of Pupil Records by making a written request to **CLIENT**. Subject to **CLIENT's** verification of identity and approval of such a request to correct the erroneous information, **CLIENT** shall notify **SJCOE** of the approved request and direct **SJCOE** to correct the erroneous information. **SJCOE** will not make any modification to Pupil Records unless specifically directed to do so by **CLIENT**. **SJCOE** shall direct all requests to review and/or correct erroneous information to **CLIENT**.

VI. Targeted Advertising Prohibited. **SJCOE** shall not use any **CLIENT** Data, including Pupil Records, to engage in targeted advertising during the term of this Agreement, and this provision survives the termination of this Agreement.

VII. Security and Confidentiality of Pupil Records. **SJCOE** will do the following to ensure the security and confidentiality of Pupil Records:

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a. Designate an employee responsible for the training and compliance of all **SJCOE** employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement.

b. **SJCOE** will protect the confidentiality of Pupil Records and take all reasonably necessary measures consistent with industry standards to protect **CLIENT** Data from any and all unauthorized access and disclosures.

c. **SJCOE** has designated an individual responsible for training **SJCOE** employees, agents and assigns on reasonable protection measures and the confidentiality of Pupil Records consistent with state and federal law.

d. **SJCOE** shall not disclose Pupil Records, except as specified under the terms of this Agreement or as required by law.

e. **SJCOE** shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained, accessed or used Pupil Records received from or on behalf of **CLIENT** and/or Pupils.

f. **SJCOE** warrants that all confidentiality and security measures identified in this Agreement will be extended by contract to any and all subcontractors used by **SJCOE**, if any, to execute the terms of this Agreement.

g. **SJCOE** warrants that all Pupil Records will be encrypted in transmission and storage.

h. **SJCOE** will use appropriate and reliable storage media, which shall include weekly backup of all input provided by **CLIENT** and offsite storage of backup material for a thirty (30) day period.

VIII. Unauthorized Disclosure Notifications. In the event of an unauthorized disclosure of Pupil Records, the following process will be followed:

a. Immediately upon becoming aware of a compromise of Pupil Records, or of circumstances that could have resulted in an unauthorized access to or disclosure of Pupil Records, **CLIENT** and **SJCOE** agree to notify the other Party, fully investigate the incident and fully cooperate with the other Party's investigation of the incident, implement remedial measures and respond in a timely manner.

b. Parent or Adult Pupil will be immediately notified of:

v. The nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.);

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vi. The specific Pupil Records that were used or disclosed without authorization;

vii. What **SJCOE** and **CLIENT** have done or will do to mitigate any effects of the unauthorized use or disclosure; and

viii. What corrective action **SJCOE** and **CLIENT** have taken or will take to prevent future occurrences.

Except as otherwise required by law, **SJCOE** will not provide notice of the incident directly to the Parent or Adult Pupil whose Pupil Records were involved, regulatory agencies, or other entities, without prior written permission from **CLIENT**.

IX. Compliance with Applicable Laws. **CLIENT** Data includes Pupil Records subject to the Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g). **SJCOE** recognizes that as a county office of education and public entity, **SJCOE** is considered a "School Official" (as the term is used in FERPA and its implementing regulations) for any and all software, hosting and services provided to **CLIENT** through this Agreement. The Parties agree that the services provided to **CLIENT** through this Agreement serve a "legitimate educational interest," as defined and used in FERPA and its implementing regulations. The Parties agree to jointly ensure compliance with FERPA, its implementing regulations and Pupil privacy and confidentiality requirements of California law, including but not limited to California Education Code Section 49060 et. seq. The Parties shall comply with the following process for compliance with FERPA and California law:

a. **SJCOE** and **CLIENT** warrant that they are familiar with the confidentiality, security and disclosure requirements of FERPA, its implementing regulations and Pupil privacy and confidentiality requirements of California law, including but not limited to Education Code Section 49060 et. seq., and have designated an individual responsible for ensuring compliance therewith.

b. **SJCOE** and **CLIENT** shall abide by the disclosure, security, breach notification, retention/destruction and use provisions contained in this Agreement and as required by law.

By the signature of its authorized representative or agent below, **SJCOE** hereby acknowledges that **CLIENT** has provided notice under California Education Code Section 49075(a) and 34 C.F.R. section 99.33(d) that **SJCOE** is strictly prohibited from disclosing Pupil Records from **CLIENT** to any third party without the prior written consent and direction to authorize disclosure by **CLIENT**.

X. Within thirty (30) days of the Effective Date of termination of this Agreement, or within thirty (30) days from completion of this Agreement, **SJCOE** warrants that it will securely transmit all **CLIENT** Data, including Pupil Records, to **CLIENT** in ASCII delimited file format or other mutually agreed format, without retaining any copies of **CLIENT** Data. In the alternative, and subject to a written request from **CLIENT**, **SJCOE** will securely destroy all **CLIENT** Data, including Pupil Records, upon termination of this Agreement. **SJCOE** will then provide verification to **CLIENT** that the **CLIENT** Data not otherwise returned to **CLIENT** was destroyed subject to **CLIENT's** written request, the date of destruction and the method of destruction.

The parties agree that, because of the sensitive nature of data and in view of the proprietary nature of business information, it is essential that all information, data and materials, whether transmitted in hard copy or in electronic media form, be maintained in each party's confidence. Each party agrees for itself, its employees, agents and independent contractors, that all information and/or data and/or materials received from the other party shall be held in confidence and each part agrees not to reproduce, disclose, or relinquish any data, information or materials to any party other than an authorized representative of the other party. Both parties agree to utilize a SFTP secure network to exchange all sensitive information.

The parties agree that, because of the unique nature of the data and/or information and/or materials to be transmitted that money damages for breach of the foregoing provision shall be wholly inadequate to fully compensate the aggrieved party and therefore the aggrieved party shall be entitled to full temporary and/or permanent injunctive relief against any breach or threat of breach of the foregoing provisions.

7. **HIPAA OBLIGATIONS**:

The parties agree that some of the data specified in this Agreement may constitute Protected Health Information (PHI), including protected health information in electronic media (ePHI), under federal law, and personal information (PI) under state law. The parties agree to comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act) and their implementing privacy and security regulations, which include the Final Omnibus Rule, at 45 CFR Parts 160 and 164 (HIPAA regulations), the provisions of the California Information Practices Act (IPA) at Civil Code section 1798 et. seq., Confidentiality of Substance Use Disorder Patient Records at 42 CFR Part 2, and the provisions of other applicable federal and state laws as required by the Data Use Agreement. The PHI subject to this Agreement shall be and remain the property of **CLIENT**. **SJCOE** shall acquire no title or rights to the PHI as a result of this Agreement.

a. **SJCOE** shall be permitted to use or disclose PHI provided or made available from **CLIENT** to perform any function on behalf of **CLIENT** with regard to the use and disclosure of, and/or access to, PHI that is

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required, necessary or desirable for **SJCOE** to carry out its Contractual Obligations under this Agreement and/or other business responsibilities on behalf of **CLIENT** provided such function would not violate HIPAA if done by **CLIENT**. **SJCOE** may use or disclose PHI as required by law.

b. Except as otherwise limited in this Agreement, **SJCOE** is permitted to use and disclose PHI received from **CLIENT** if necessary for the proper management and administration of **SJCOE**, to carry out the legal responsibilities of **SJCOE**, or otherwise in a manner which does not identify individual patients, provided:

   i. The disclosure is required by law;

   ii. **SJCOE** obtains reasonable assurance from the person or entity to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person or entity; the person or entity will use appropriate safeguards to prevent unauthorized access to, use or disclosure of the PHI, and the person or entity in possession of the PHI immediately notifies **SJCOE** of any instance in which it is aware that the confidentiality of PHI has been breached; or

   iii. the PHI is de-identified.

c. **SJCOE** shall ensure that its uses and disclosures of, and requests for PHI to or on behalf of **CLIENT**, are consistent with the minimum necessary requirement under HIPAA and **CLIENT's** minimum necessary policies and procedures.

d. **SJCOE** may use PHI to de-identify the information in accordance with 45 CFR 164.514 (a)-(c).

e. **SJCOE** may provide data aggregation services relating to the Health Care Operations of **CLIENT.**

8. **BUSINESS ASSOCIATE HIPAA OBLIGATIONS**

I. **SJCOE** shall not use or further disclose the PHI provided or made available by **CLIENT** other than as permitted or required by this Agreement or as required by law.

XI. As of the Agreement Effective Date, **SJCOE** shall establish and thereafter maintain appropriate safeguards, including but not limited to those necessary for compliance with 45 CFR Part 164 (c), to prevent any access to, or use or disclosure of the PHI, other than as provided for in this Agreement and shall

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implement Administrative, physical, and Technical Safeguards that reasonably and appropriately protect the confidentiality integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of **CLIENT**.

XII. **SJCOE** shall provide HIPAA compliance education to its existing employees and all new hires who may have access to PHI.

XIII. As of the Agreement Effective Date, **SJCOE** shall implement reasonable and appropriate policies and procedures, as set forth in 45 CFR 164.316, to comply with the standards, implementation specifications, and/or other security requirements for the protection of electronic PHI.

XIV. Any time that **SJCOE's** subcontractor or agent creates, receives, maintains, or transmits the PHI on behalf of **SJCOE**, **SJCOE** shall first enter into a written Agreement with the subcontractor or agent that contains the same terms, conditions, and restrictions on the access, use and disclosure of PHI as contained in this Agreement. **SJCOE** shall also ensure that any subcontractor or agent to whom **SJCOE** provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect such electronic PHI.

XV. **SJCOE** shall make available PHI in a Designated Record Set to **CLIENT** as necessary to satisfy **CLIENT's** obligation under 45 CFR 164.524. In the event **SJCOE** receives a request for access to PHI directly from the individual, **SJCOE** shall forward such request to **CLIENT** promptly, and in no case later than five (5) business days following such request.

XVI. **SJCOE** shall use reasonable efforts to facilitate **CLIENT's** obligation to make PHI in a Designated Records Set available for appropriate amendment by an Individual pursuant to 45 CFR 164.526. In the event that **SJCOE** receives a request to amend such PHI directly from the Individual, **SJCOE** shall forward such request to **CLIENT** promptly, and in no case later than five (5) business days following such request.

XVII. **SJCOE** shall maintain and make available the information required to provide an accounting of disclosure of PHI to **CLIENT** as necessary to satisfy **CLIENT's** obligation under 45 CFR 164.528. In the event that **SJCOE** receives a request for an accounting directly from an Individual, **SJCOE** shall forward such request to **CLIENT** promptly, and in no case later than five (5) business days following such request.

XVIII. To the extent **SJCOE** is to carry out one or more of **CLIENT's** obligations under 45 CFR 164(e), **SJCOE** shall comply with the requirements of such Subpart that apply to **CLIENT** in the performance of such obligation(s).

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XIX. **SJCOE** shall make its internal practices, books, and records relating to the use or disclosure of PHI received by **SJCOE** on behalf of **CLIENT**, available to the Secretary of the Secretary's designee for the purpose of determining compliance with HIPAA.

XX. **SJCOE** shall have procedures in place for mitigating, the maximum extent practicable, any deleterious effect from the access, use or disclosure of PHI in a manner contrary to or inconsistent with this Agreement and HIPAA.

XXI. **SJCOE** shall establish and implement a system of sanctions, including documentation of the sanctions that are applied, if any, for any employee, agent or subcontractor who violates this Agreement or HIPAA.

9. **COVERED ENTITY HIPAA OBLIGATIONS**

I. **CLIENT** shall notify **SJCOE** of **CLIENT's** Notice of Privacy Practices, including any limitation(s) in accordance with 45 CFR 164.520, to the extent the Notice of Privacy Practices and/or such limitation(s) may affect **SJCOE's** use or disclosure of PHI.

XXII. **CLIENT** shall notify **SJCOE** of any changes in, or revocation of, the permission by an individual to use or disclose PHI, to the extent that such changes may affect **SJCOE's** use or disclosure of PHI.

XXIII. **CLIENT** shall notify **SJCOE** of any amendment or restriction to use or disclosure of PHI that **CLIENT** has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect **SJCOE's** use or disclosure of the PHI.

XXIV. **CLIENT** shall not request **SJCOE** to use or disclose PHI in any manner that would not be permissible under 45 CFR 164(e) if done by **CLIENT** (except as set forth in Section 7 above).

10. **LIMITATION OF LIABILITY ARISING FROM DEFAULT IN SERVICES**

SJCOE SHALL NOT BE LIABLE OR DEEMED TO BE IN DEFAULT FOR ANY DELAYS OR FAILURES IN PERFORMANCE OR NON-PERFORMANCE OR INTERRUPTION OF SERVICE UNDER THIS AGREEMENT RESULTING FROM ANY CAUSE BEYOND THE REASONABLE CONTROL OF SJCOE. SJCOE'S LIABILITY, UNDER THIS AGREEMENT, IS LIMITED TO THE AMOUNT PAID BY CLIENT FOR THE SERVICES. SJCOE SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF THIS AGREEMENT.

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SJCOE IS PROVIDING THE SEIS BILLING PROGRAM FOR CLIENT'S USE. ACCORDINGLY, SJCOE SHALL NOT BE LIABLE FOR CLIENT'S CONDUCT, INCLUDING ANY VIOLATION OF APPLICABLE LAWS OR REGULATIONS, RESULTING FROM CLIENT'S USE OF THE SEIS BILLING PROGRAM.

11. **GENERAL**

b. **ENTIRE AGREEMENT** – This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.

c. **SUCCESSORS** – This Agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the respective parties hereto. Each party agrees that there are no third-party beneficiaries to this Agreement. Neither party may assign this Agreement in whole or in part, without the prior written consent of the non-assigning party except in connection with the sale of all or substantially all of its assets or outstanding capital stock.

d. **ATTORNEYS** – In the event that either **SJCOE** or **CLIENT** commences a legal proceeding, each party shall pay their own attorney's fees.

e. **SEVERABILITY** – In the event that any term or provision of this Agreement is held to be illegal, invalid or unenforceable under the laws, regulations or ordinances of any federal, state or local government, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby.

f. **CHANGE IN LAW/REGULATION** – In the event that any new laws, regulations, or interpretations applicable to the laws or regulations referenced herein are promulgated, **CLIENT** and **SJCOE** shall use reasonable efforts to promptly amend this Agreement to comply with such change without any financial concession.

g. **AMENDMENT** – This Agreement may only be amended by a written Agreement between **SJCOE** and **CLIENT**.

h. **NOTICES** – Any notice sent pursuant to this Agreement shall be sent by certified mail to the parties at their respective addresses.

i. **STATE LAW** – This Agreement shall be governed by and construed in accordance with the laws of California.

j. **SURVIVAL OF NON-DISCLOSURE OBLIGATION** - The obligation of non-disclosure and confidentiality recited in this Agreement shall survive the termination

of this Agreement and shall be in full force and effect notwithstanding such expiration or termination.

k. **ANTI-FRAUD AND ABUSE** – Notwithstanding anything to the contrary herein this Agreement shall be subject to all applicable federal, state and local laws, regulations and directives concerning the Medicare/Medicaid and other medical reimbursement fraud and abuse limitations. To the extent anything contained herein purportedly herein or actually violates or is challenged as violating any of the above laws, statutes, regulations or interpretations, then the provision in question or this entire Agreement, if necessary, shall be automatically void and of no effect whatsoever.

l. **DESCRIPTIVE HEADINGS** - The descriptive headings in the Agreement are for convenience and reference only and in no way affect or alter the intent or effect of this Agreement.

12. **EQUAL EMPLOYMENT OPPORTUNITY**

It is and has been the policy of **SJCOE** to provide equal employment and individual opportunity to all job applicants and employees without regard to race, color, religion, sex, sexual orientation, gender, gender identity, gender expression, age, ethnicity, nationality, national origin, ancestry, medical condition, marital status, veteran or disability status. It is **SJCOE's** policy not to violate Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, or any other local, state or federal law, regulation or ordinance prohibiting discrimination in employment.

SJCOE MAKES NO REPRESENTATION OR WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARISING BY OPERATION OF LAW OR OTHERWISE, EXCEPT AS EXPRESSLY STATED HEREIN.

[Signatures on following page.]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date. Further, the client's signature below affirms he/she is an authorized representative for the **CLIENT**.

San Joaquin County Office of Education

BY: _____

NAME: Warren Sun

TITLE: Division Director, Operations

California Pacific Charter Schools

BY: _____

NAME: _____

TITLE: _____

Approved by Board Date:_____
Please attach a copy of Board approved minutes.

DOCPROPERTY "CUS_DocIDString" 53656148.1/005221.00073
005221.00001
26560839.2

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
SEIS BILLING SERVICES AGREEMENT
ATTACHMENT A - LEA BOP

☐ **Individual LEA:**

Selection of this box indicates that the LEA will be utilizing SEIS Billing exclusively for its **Local Educational Agency Billing Option Program (LEA BOP)** billing as an individual LEA that is not billing under a consortium model.

☐ **Billing Consortium:**

Selection of this box indicates that the LEA is utilizing SEIS Billing exclusively for its Local **Educational Agency Billing Option Program (LEA BOP)** billing as the Lead LEA consortium. Under this consortium model, the Lead LEA and each member LEA listed below will exclusively be using SEIS Billing as their third-party billing vendor for the Local Educational Agency Billing Option Program. The Lead LEA has also confirmed with each member LEA the following:

1. The Lead LEA is the Member LEA's agent;
2. The Lead LEA is authorized to handle all matters concerning LEA BOP with DHCS on behalf of the Member LEA;
3. If the Member LEA is a HIPAA covered entity, a HIPAA business associate agreement is in place with the Lead LEA;
4. All personally identifiable data will be protected by the Family Educational Rights and Privacy Act (FERPA) and/or, if applicable, HIPAA; and,
5. The Lead LEA's authority is valid until the member LEA has revoked authority in writing.

The Billing Consortium model as referenced above consists of the following:

LEA NAME	National Provider Identifier (if the member has one)	LEA Address
LEAD LEA:		
MEMBER LEAs:		

_____
User Initials

LEA Billing Consortium Sheet (continued)

LEA NAME	National Provider Identifier (if the member has one)	LEA Address
LEAD LEA:		
MEMBER LEAs:		

_____
User Initials

DATE	Serial Number	Make and Model	Asset #
6/11/2025	4K9V9FER216477N	Samsung Chromebook 4	SD-20210415
6/11/2025	4K9V9FDNC19978E	Samsung Chromebook 4	SD-20210552
6/11/2025	4WQR9FFR306906K	Samsung Chromebook 4	LA-20210638
6/11/2025	4K9V9FFR120893J	Samsung Chromebook 4	SD-20210089
6/11/2025	4K9V9FCR300181W	Samsung Chromebook 4	SD-20210278
6/11/2025	PF4Z5VMA	Lenovo 100e Chromebook Gen 4 (Intel)	LA-20211250
6/11/2025	4K9V9FANC02168A	Samsung Chromebook 4	LA-20210057
6/11/2025	4K9V9FANC17831L	Samsung Chromebook 4	LA-20210385
6/11/2025	4K9V9FANC17854V	Samsung Chromebook 4	LA-20210356
6/12/2025	4K9V9FFNB10970N	Samsung Chromebook 4	SD-20210176
6/12/2025	4K9V9FANC02161N	Samsung Chromebook 4	SD-20210045
6/12/2025	4K9V9FANC01932L	Samsung Chromebook 4	LA-20210018
6/12/2025	4K9V9FFNB11029F	Samsung Chromebook 4	SD-20210188
6/12/2025	4K9V9FANC18092H	Samsung Chromebook 4	SD-20210307
6/12/2025	4K9V9FANC02065A	Samsung Chromebook 4	LA-20210040
6/12/2025	4K9V9FCR101859E	Samsung Chromebook 4	SD-20210296
6/12/2025	4K9V9FFNB10996N	Samsung Chromebook 4	SD-20210209
6/12/2025	4K9V9FFNB10867Y	Samsung Chromebook 4	SD-20210199
6/12/2025	4K9V9FFR120208X	Samsung Chromebook 4	LA-20210077
6/12/2025	4K9V9FFR314872E	Samsung Chromebook 4	SD-20210339
6/12/2025	4K9V9FER216487R	Samsung Chromebook 4	SD-20210400
6/12/2025	4K9V9FDW600136E	Samsung Chromebook 4	LA-20210856
6/13/2025	4K9V9FANC17917K	Samsung Chromebook 4	LA-20210395
6/13/2025	4WQR9FBR321712A	Samsung Chromebook 4	LA-20210626
6/23/2025	PF4Z7BBR	Lenovo 100e Chromebook Gen 4 (Intel)	LA-20211209
6/23/2025	4WQR9FFR306814A	Samsung Chromebook 4	SD-20210497
6/23/2025	4WQR9FAR306885F	Samsung Chromebook 4	SD-20210484
6/23/2025	4K9V9FDNC19878F	Samsung Chromebook 4	LA-20210751
6/23/2025	4WQR9FAR305602Y	Samsung Chromebook 4	LA-20210650
6/23/2025	PF43E1TE	Lenovo 300e/500e Chromebook 2nd Gen	Pilot 4
6/23/2025	5CD111P6ST	HP Chromebook x360 11MK G3 EE	SO-20210263
6/24/2025	4K9V9FDW600099X	Samsung Chromebook 4	SO-20210345
6/24/2025	PF45RK9X	Lenovo 300e/500e Chromebook 2nd Gen	LA-20210803
6/24/2025	5CD119BQQ7	HP Chromebook x360 11MK G3 EE	LA-20210597
6/24/2025	4K9V9FFNC02971A	Samsung Chromebook 4	LA-20210744
6/24/2025	4K9V9FFNC02907J	Samsung Chromebook 4	LA-20210755
6/24/2025	4K9V9FFNC03194F	Samsung Chromebook 4	LA-20210756
6/24/2025	4K9V9FDW600247P	Samsung Chromebook 4	LA-20210855
6/24/2025	PF3M1GJF	Lenovo 300e/500e Chromebook 2nd Gen	Pilot 2
6/24/2025	4K9V9FDW600179L	Samsung Chromebook 4	LA-20210938
6/24/2025	4WQR9FAR306208E	Samsung Chromebook 4	LA-20210639
6/24/2025	4K9V9FDW600151A	Samsung Chromebook 4	LA-20210898
6/24/2025	4K9V9FDR304201H	Samsung Chromebook 4	SD-20210527
6/24/2025	4K9V9FANC17950K	Samsung Chromebook 4	LA-20210372
6/24/2025	4K9V9FDW600191Z	Samsung Chromebook 4	LA-20210867
6/24/2025	4K9V9FDW600095B	Samsung Chromebook 4	LA-20210841
6/24/2025	4K9V9FER216267T	Samsung Chromebook 4	SD-20210376
6/24/2025	4K9V9FDNC19948H	Samsung Chromebook 4	LA-20210742
6/24/2025	4K9V9FDW600167M	Samsung Chromebook 4	LA-20210836
6/24/2025	4WQR9FCW802586E	Samsung Chromebook 4	SO-20210373
6/24/2025	4K9V9FDW600236T	Samsung Chromebook 4	SD-20210583
6/24/2025	4WQR9FFW800429D	Samsung Chromebook 4	SO-20210377
6/24/2025	4WQR9FCW802614Z	Samsung Chromebook 4	SO-20210367
6/24/2025	4WQR9FDW701651R	Samsung Chromebook 4	LA-20210995
6/24/2025	4K9V9FDW600064M	Samsung Chromebook 4	LA-20210873

6/24/2025	4K9V9FDW600129F	Samsung Chromebook 4	LA-20210872
6/24/2025	4WQR9FFW800417Z	Samsung Chromebook 4	SO-20210369
6/24/2025	4K9V9FER216206K	Samsung Chromebook 4	LA-20210499
6/24/2025	4K9V9FCR202319D	Samsung Chromebook 4	LA-20210725
6/24/2025	4K9V9FAR200839B	Samsung Chromebook 4	LA-20210764
6/24/2025	4K9V9FDW600130N	Samsung Chromebook 4	SD-20210609
6/24/2025	4K9V9FDW600148H	Samsung Chromebook 4	SO-20210325
6/24/2025	4WQR9FDW702264N	Samsung Chromebook 4	SO-20210364
6/24/2025	4WQR9FCW802077E	Samsung Chromebook 4	SO-20210371
6/24/2025	PF4R2DBX	Lenovo 100e Chromebook Gen 4 (Intel)	LA-20211267
6/25/2025	4K9V9FDW600222Z	Samsung Chromebook 4	SD-20210603
6/25/2025	4WQR9FAWB00317Z	Samsung Chromebook 4	LA-20211140
6/25/2025	4K9V9FDW600175F	Samsung Chromebook 4	LA-20210879
6/25/2025	4K9V9FANC02238D	Samsung Chromebook 4	SD-20210055
6/25/2025	4K9V9FANC17623N	Samsung Chromebook 4	LA-20210391
6/25/2025	4K9V9FCNB04378V	Samsung Chromebook 4	SO-20210008
6/25/2025	4K9V9FFNB10918L	Samsung Chromebook 4	SD-20210168
6/25/2025	4K9V9FANC01938B	Samsung Chromebook 4	SD-20210015
6/25/2025	4K9V9FANC01959R	Samsung Chromebook 4	LA-20210023
6/25/2025	PF441CZV	Lenovo 500e Chromebook Gen 2	LA-20210950
6/25/2025	4K9V9FDR304398T	Samsung Chromebook 4	SD-20210502
6/25/2025	4K9V9FDW600203B	Samsung Chromebook 4	LA-20210926
6/25/2025	4WQR9FDW703752K	Samsung Chromebook 4	LA-20211000
6/25/2025	4K9V9FDNC19955F	Samsung Chromebook 4	SD-20210536
6/27/2025	4K9V9FANC17909E	Samsung Chromebook 4	LA-20210354
7/2/2025	4K9V9FFNB11055W	Samsung Chromebook 4	SD-20210207
7/3/2025	4K9V9FFNB11039L	Samsung Chromebook 4	LA-20210210
7/3/2025	4K9V9FCR102062J	Samsung Chromebook 4	SO-20210123
7/7/2025	4K9V9FANC02039Z	Samsung Chromebook 4	LA-20210034
7/8/2025	4K9V9FFR120929K	Samsung Chromebook 4	LA-20210102
7/15/2025	4K9V9FER216426J	Samsung Chromebook 4	LA-20210494
7/15/2025	4K9V9FFNB10957Y	Samsung Chromebook 4	LA-20210168
7/15/2025	4K9V9FFR120859A	Samsung Chromebook 4	LA-20210549
7/15/2025	4K9V9FFR120929K	Samsung Chromebook 4	LA-20210102
7/15/2025	4K9V9FFNB11072L	Samsung Chromebook 4	LA-20210224
7/15/2025	4K9V9FDR329577J	Samsung Chromebook 4	LA-20210423
7/15/2025	4K9V9FFNB11020H	Samsung Chromebook 4	LA-20210547
7/15/2025	4K9V9FFR120752D	Samsung Chromebook 4	LA-20210522
7/15/2025	4K9V9FANC02049K	Samsung Chromebook 4	LA-20210039
7/15/2025	4K9V9FER216384R	Samsung Chromebook 4	LA-20210488
7/15/2025	4K9V9FCR202485W	Samsung Chromebook 4	LA-20210717
7/18/2025	4K9V9FDW600029K	Samsung Chromebook 4	SD-20210635
7/18/2025	PF4Z74DC	Lenovo 100e Chromebook Gen 4 (Intel)	LA-20211167
7/18/2025	4K9V9FANC02189W	Samsung Chromebook 4	LA-20210062
8/1/2025	4K9V9FANC02096M	Samsung Chromebook 4	SO-20210063
8/1/2025	4K9V9FANC17709R	Samsung Chromebook 4	SO-20210202
8/1/2025	4K9V9FFNB08180N	Samsung Chromebook 4	SO-20210042
8/4/2025	4K9V9FANB16345Z	Samsung Chromebook 4	SO-20210100
8/4/2025	4K9V9FCR102296E	Samsung Chromebook 4	SO-20210143
8/4/2025	4K9V9FANC17749X	Samsung Chromebook 4	LA-20210545
8/4/2025	4K9V9FFR314840N	Samsung Chromebook 4	SD-20210347
8/4/2025	4K9V9FANB16247Y	Samsung Chromebook 4	SO-20210247
8/4/2025	4K9V9FDR304378E	Samsung Chromebook 4	LA-20210679

Coversheet

Consent - Education/Student Services

Section: VIII. Consent
Item: B. Consent - Education/Student Services
Purpose:
Submitted by:
Related Material:
BUS CPCS Consent Education 8.13.25.pdf
California Pacific Charter 2025-2026 English Learner Master Plan.pdf
California Pacific Charter 2025-2026 English Learner Master Plan_redline_8.13.25.pdf
Title 1 School-Parent Guardian Compact 24-25.pdf
CalPac Parent_Student Handbook.pdf
CalPac Parent_Student Handbook_redline_8.13.25.pdf
Crescendo Music Program 2025-26.pdf
California Pacific Charter 25-26 SEIS Billing Contract.pdf
2a. Fillable SEIS Billing-Attachment A (LEA BOP).pdf
3a.Fillable SEIS Billing-Attachment B (CYBHI).pdf

CALIFORNIA PACIFIC CHARTER SCHOOLS

Agenda Item: 13.B **Date:** August 13, 2025

	Business/Financial Services
X	Consent Agenda
	Correspondence/Proposals/Reports
	Curriculum
X	Education/Student Services
	Organizational Structure of the Board
	Personnel Services
	Policy Development
	Public Hearing

Item Requires Board Action: X **Item is for Information Only:** _____

1. Item: Approval of 2025-26 English Learner Master Plan

Background: The English Learner Master Plan (ELMP) outlines how schools support students learning English as a second language. It ensures they receive targeted instruction to develop English proficiency while accessing the full academic curriculum. The plan includes procedures for identifying English learners, instructional program options, reclassification criteria, parent engagement, teacher training, and progress monitoring. Guided by federal and state requirements, the ELMP promotes educational equity and legal compliance.

This year's updates align the plan with current legislation and best practices for dually identified students who are English learners and have an Individualized Education Program (IEP).

Recommendation: It is recommended the Board approve the 2025-26 English Learner Master Plan for California Pacific Charter Schools - Sonoma (#2037), San Diego (#1758), and Los Angeles (#1751).

Fiscal Impact: None

2. Item: Approval of 2025-26 Title 1 School-Parent/Guardian Compact

Background: The Title I School-Parent/Guardian Compact is a required agreement developed as part of a school's Title I program under the Every Student Succeeds Act (ESSA). It outlines how the school, parents/guardians, and students will share responsibility for improving student academic

achievement and building partnerships to support student success. The compact typically includes commitments from the school to provide high-quality instruction and communication, from parents to support learning at home, and from students to take responsibility for their learning. It is developed collaboratively with families and reviewed annually to ensure it meets the needs of the school community. The compact strengthens home-school connections and promotes shared accountability for student outcomes.

Recommendation: It is recommended the Board approve the 2025-26 Title 1 School-Parent/Guardian Compact for California Pacific Charter Schools - Sonoma (#2037), San Diego (#1758), and Los Angeles (#1751) as presented.

Fiscal Impact: None

3. Item: Approval of 2025-26 Student/Parent Handbook

Background: The CalPac Parent-Student Handbook serves as a comprehensive guide for families and students, outlining key academic expectations, behavioral standards, and school procedures. It includes essential information on attendance requirements, grading policies, communication protocols, technology usage, discipline procedures, and available student supports. The handbook is designed to ensure families are informed of their rights and responsibilities, and it reflects compliance with state and federal education laws, including Title I provisions. It is reviewed and updated annually to align with current policies and best practices. By clearly articulating expectations and resources, the handbook supports a collaborative school culture that promotes student achievement and a safe, respectful learning environment.

Changes from previous years include simplifying language, referring to existing board policies, and including newly required annual notices required by recent legislation.

Recommendation: It is recommended the Board approve the 2025-26 Student/Parent Handbook for California Pacific Charter Schools - Sonoma (#2037), San Diego (#1758), and Los Angeles (#1751) as presented.

Fiscal Impact: None

4. Item: Approval of 2025-26 Crescendo Music Program Quote (Renewal)

Background: The Crescendo Music Program, offered in partnership with California Pacific Charter Schools, provides structured virtual instruction in piano, drums, and choir for the 2025–2026 academic year. The program includes two instrumental and two choir classes split evenly across two semesters, with each class meeting weekly for eight weeks. Taught by Mr. Owen, the classes are designed for elementary and middle school students and feature accessible instrument solutions such as roll-up pianos or drumsticks for at-home participation. The program emphasizes affordability through bundled

pricing and a $1,000 partner discount for CPCS. The Crescendo Program supports students' creative development and access to performing arts education by integrating engaging music instruction into the school year.

Recommendation: It is recommended the Board approve the 2025-26 Crescendo Music Program Quote (Renewal) for California Pacific Charter Schools - Sonoma (#2037), San Diego (#1758), and Los Angeles (#1751) as presented.

Fiscal Impact: Up to $16,000
(Allocation split may vary dependent on actual enrollment)

California Pacific Charter - Los Angeles (#1751)	$7,200.00
California Pacific Charter - San Diego (#1758)	$5,280.00
California Pacific Charter - Sonoma (#2037)	$3,520.00

MASTER PLAN
for
ENGLISH LEARNERS
California Pacific Charter Schools

Approved by the California Pacific Charter School Board of Trustees (August 13, 2025)

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

Presented by: Christine Feher, Superintendent

EL Master Plan Committee Members:

Gretchen Chamberlain
Dr. Ericka Zemmer
Erika Stevens

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

California Pacific Charter Schools, in partnership with our community, will:

- Foster an enriching school environment to nurture individuals academically, socially, and emotionally so that they are equipped to tackle academic challenges and become productive, responsible, ethical, creative, and compassionate members of society.
- Forge strong, positive connections with students so they can build confidence, achieve independence, meet current and future challenges, develop social awareness, civic responsibility, and personal growth.
- Provide our graduates with a foundation that will enable them to be college and career prepared and to succeed in their post secondary endeavors.

Goals and Vision for English Learner Master Plan
Federal case law (Castañeda vs. Pickard, 648 F.2d 989, 1981) requires that the main goals of the English Learner Program (ELP) are to develop the English language fluency of each English Learner as effectively and as efficiently as possible, and to develop mastery of the core curriculum comparable to native English speakers.

The court set forth the following standards for effective programs for English Learners:

1. The program is based on educational theory that is research-based, has proven methodology, and is recognized by experts in the field.
2. The programs or practices used are calculated to effectively implement the adopted theory, and
3. The program successfully produces results that indicate that language barriers are being overcome.

The ultimate goal of the California Pacific Charter School's English Learner Program is to embrace the Federal case law and support each English Learner. The school's Master Plan for English Learners serves as a standard for consistent program implementation and evaluation of services for English Learners. With a common staff understanding of the goals and procedures, English Learners will receive consistent high-quality services designed to meet their academic and linguistic needs by:

- Providing all students with the opportunity to participate in high quality curricular activities that address academic standards
- Offering programs based on student need and sound educational pedagogy
- Maintaining consistent communication with parents
- Providing staff and parent training
- Embracing parent involvement in the educational process
- Providing a process for monitoring the effectiveness of the program
- Valuing bi-literacy as a skill that will assist the student in life

Home Language Survey
For all students in TK–12, upon first enrollment in a California public school, the Local Education Agency (LEA) uses a standardized procedure to determine a student's primary language. This procedure begins with a home language survey (HLS), which is completed once by the parent or guardian at the time the student is initially enrolled in a California public school. The HLS should not be readministered every year

nor readministered if a student enrolls in a new LEA. If the HLS is completed in error, the parent or guardian may make a request to change it prior to the assessment. However, once a student is identified as an EL on the basis of the results of the Initial ELPAC, and the student has been administered the Summative ELPAC, changing the HLS will not change the student's identification. While cumulative student records are in transit for a student transferring from another California School District, CALPADS shall be used to determine whether a student has a history of being an English Language Learner.

If a student has a history of being an English Learner, they will be given an annual Summative ELPAC assessment during the February 1st through May 31st test window. If a student is new to the California Public School System and answers any of the first three questions of the Home Language Survey (HLS) with a language other than English, further research will be done to determine if they will be given an Initial ELPAC assessment within 30 days of enrollment.

ELPAC Testing

State law (California Education Code [EC] sections 313 and 60810) and federal law (Titles I and III of the Every Student Succeeds Act [ESSA], the reauthorization of the Elementary and Secondary Education Act [ESEA]) require that LEAs administer a state test of English language proficiency (ELP) and develop an English Learner Progress Indicator (ELPI) for (1) newly enrolled students whose primary language is not English, as an initial assessment; and (2) students who are English Learners (ELs), as a summative assessment. For California's public school students, this test is the ELPAC.

The Initial ELPAC has one purpose:

- To identify students who are ELs or are initial fluent English proficient (IFEP)

The Summative ELPAC has two purposes:

- To determine the level of ELP of EL students
- To assess the progress of EL students in acquiring the skills of listening, speaking, reading, and writing in English

All students in kindergarten through grade twelve (K–12), ages three through twenty-one, whose primary language is a language other than English must take the Initial ELPAC to determine whether they are ELs. This must be done within 30 calendar days after they are first enrolled in a California public school or 60 calendar days prior to instruction, but not before July 1, per ELPAC regulations. The Summative ELPAC must be given annually to students identified as ELs until they are reclassified to Fluent English Proficient (RFEP).

*Per Assembly Bill 2268 and Ed Code Section 60810(b)(3), students in grade TK are exempt from ELPAC administration until they are enrolled in Kindergarten.

Using Initial and Summative Assessment Results

Once tests are scored by the testing agency, individual student score reports (SSRs) are loaded directly to both the parent and student portals of the school's student information system from the Test Operation Management System. Once scores are received, parents will also be informed of test results within 30 calendar days from the first day of the current school year via email and/or through US mail. Parents/guardians are notified of results in writing in a language they can understand (or orally, if they are unable to understand written communication). Parents will also be notified in any language of which 15% or more of the student population speaks in common. Additionally, each student's test results are uploaded to the charter's student information system and recorded on the English Language Master

Tracking Spreadsheet. When a student withdraws from California Pacific Charter School, a list of the student's test results will be printed from the student information system and included in the student's requested cume file.

ELPAC results are not used to measure academic achievement. The Initial ELPAC results are used to identify ELs who need to develop their skills in listening, speaking, reading, and writing in English. This information, used with other local assessments, assists LEAs and schools when making placement decisions for new students who are identified as ELs. The Initial ELPAC results are also used to identify students who are IFEP and are able to participate in the regular (core) academic program without further English language supports. The Summative ELPAC results are used to see how well ELs are progressing annually toward ELP. (English Language Proficiency) This information is used to assist LEAs and schools in the ongoing process of program monitoring and evaluation. The Summative ELPAC results also form one of four criteria used to determine whether ELs are ready to be classified as RFEP on the basis of the reclassification process developed by the LEA, in accordance with state law.

Initial ELPAC Student Score Reports
The official score for the Initial ELPAC is produced once the LEA has entered and locked in the student's raw scores into the state assessment system. Individual student Initial ELPAC results include an overall scale score, which will indicate which of the three performance levels the student achieved: IFEP, Intermediate EL, and Novice EL.

There will be two composite performance levels produced: Oral Language (Speaking and Listening) and Written Language (Reading and Writing). The three performance levels are well developed, somewhat to moderately developed, and minimally developed.

The Initial ELPAC report includes the following information:

- An Overall performance level and scale score
- A performance level for each composite tested (Oral and Written Language)

Initial ELPAC Performance Level Descriptors are:

- Initial Fluent English Proficient (IFEP): Students at this level have well developed oral (listening and speaking) and written (reading and writing) skills. They can use English to learn and communicate in meaningful ways that are appropriate to different tasks, purposes, and audiences in a variety of social and academic contexts. They may need occasional linguistic support to engage in familiar social and academic contexts; they may need light support to communicate on less familiar tasks and topics. This test performance level corresponds to the upper range of the "Bridging" proficiency level as described in the 2012 California English Language Development Standards, Kindergarten Through Grade 12 (2012 ELD Standards).
- Intermediate English Learner: Students at this level have somewhat developed to moderately developed oral (listening and speaking) and written (reading and writing) skills. This level captures a broad range of English learners, from those who can use English only to meet immediate communication needs to those who can, at times, use English to learn and communicate in meaningful ways in a range of topics and content areas. They may need some degree of linguistic support to engage in familiar social and academic contexts (depending on the student, the level of support needed may be moderate, light, or minimal); they may need substantial to moderate support to communicate on less familiar tasks and topics. This test performance level corresponds to the entire "Expanding" proficiency level and to the lower range of the "Bridging" proficiency level as described in the 2012 ELD Standards.

- Novice English Learner: Students at this level have minimally developed oral (listening and speaking) and written (reading and writing) English skills. They tend to rely on learned words and phrases to communicate meaning at a basic level. They need substantial-to-moderate linguistic support to communicate in familiar social and academic contexts; they need substantial linguistic support to communicate on less familiar tasks and topics. This test performance level corresponds to the “Emerging” proficiency level as described in the 2012 ELD Standards.

Summative ELPAC Student Score Reports

The official score for the Summative ELPAC is produced by the test contractor. Individual student Summative ELPAC results include an overall scale score and two composite scale scores which will indicate which of the four performance levels the student achieved. The four performance levels are: well developed (4), moderately developed (3), somewhat developed (2), and minimally developed (1).

Domain level performance will be reported as beginning, intermediate, and well developed on the ELPAC Student Score Reports. The Summative ELPAC report includes the following information:

- An Overall performance level and scale score
- A performance level and scale score for each composite tested (Oral and Written Language)
- A performance level for each domain tested (Listening, Speaking, Reading, and Writing)

Scale score ranges for each of the four performance levels are identified for Overall, Oral Language, and Written Language for all grades tested. These ranges incorporate the performance level cut scores approved by the SBE.

The Summative ELPAC Performance Level Descriptors are:

- Level 4: English Learners at this level have well developed oral (listening and speaking) and written (reading and writing) skills. They can use English to learn and communicate in meaningful ways that are appropriate to different tasks, purposes, and audiences in a variety of social and academic contexts. They may need occasional linguistic support to engage in familiar social and academic contexts; they may need light support to communicate on less familiar tasks and topics. This test performance level corresponds to the upper range of the “Bridging” proficiency level as described in the 2012 California English Language Development Standards, Kindergarten Through Grade 12 (CA ELD Standards).
- Level 3: English Learners at this level have moderately developed oral (listening and speaking) and written (reading and writing) skills. They can sometimes use English to learn and communicate in meaningful ways in a range of topics and content areas. They need light-to-minimal linguistic support to engage in familiar social and academic contexts; they need moderate support to communicate on less familiar tasks and topics. This test performance level corresponds to the upper range of the “Expanding” proficiency level through the lower range of the “Bridging” proficiency level as described in the CA ELD Standards.
- Level 2: English Learners at this level have somewhat developed oral (listening and speaking) and written (reading and writing) skills. They can use English to meet immediate communication needs but often are not able to use English to learn and communicate on topics and content areas. They need moderate-to-light linguistic support to engage in familiar social and academic contexts; they need substantial-to-moderate support to communicate on less familiar tasks and topics. This test performance level corresponds to the low- to mid-range of the “Expanding” proficiency level as described in the CA ELD Standards.
- Level 1: English Learners at this level have minimally developed oral (listening and speaking) and written (reading and writing) English skills. They tend to rely on learned words and phrases to

communicate meaning at a basic level. They need substantial-to-moderate linguistic support to communicate in familiar social and academic contexts; they need substantial linguistic support to communicate on less familiar tasks and topics. This test performance level corresponds to the "Emerging" proficiency level as described in the CA ELD Standards.

English Language Development (ELD) Standards

The state-adopted ELD Standards establish a framework for teachers to follow as they facilitate students' development of the skills necessary to meet grade-level standards in English language arts and the content areas. The standards describe what students should know and be able to do at each of the five levels of English proficiency. Each ELD standard is tied to one or more of the grade level English Language Arts Standards and serves as a measure for determining a student's progress toward meeting the English Language Arts Standards. When students attain the early advanced proficiency level, they are expected to be reclassified and meet the same rigorous grade-level standards as native English speakers are expected to master.

Charter schools enrolling English Learners have a dual obligation, as do all LEAs, to provide a program for EL students designed to overcome language barriers and provide access to the core curriculum (Castañeda v. Pickard 648 F.2d 989, [5th Cir. 1981]). The CDE recognizes that both services, including classified ELD, must be an integral part of a comprehensive program for every English Learner. The CDE has informed administrators that charter schools are required to provide English learner instructional services that meet this dual obligation, and other services determined necessary by the charter school, immediately.

Link to ELD Standards: http://www.cde.ca.gov/sp/el/er/documents/eldstndspublication14.pdf

English Language Mainstream Program

English Learners in California Pacific Charter School will be placed in an English Language Mainstream Program. This instructional program is designed to promote the acquisition of high levels of English language proficiency, as well as access to the core curriculum. In the mainstream English program, English is the language of instruction for all subjects with no primary language support. Students in an English Language Mainstream Program will be supported by their primary instructor through the use of SDAIE strategies. Students may also be concurrently enrolled in an ELD support class. English Learners in the English Language Mainstream Program will receive ELD instruction until they are reclassified as English proficient. In the English Language Mainstream Program of California Pacific Charter School:

- Core instruction in language arts, math, science and social science is taught in English using charter approved curriculum and SDAIE methodology
- English Language Learners receive ELD instruction which addresses the ELD standards in listening, speaking, reading and writing.
- Teachers working with EL students will be appropriately authorized, i.e. CLAD or equivalent.

SDAIE (Specially Designed Academic Instruction in English)

SDAIE is instruction in a subject area, delivered in English, that is specially designed to meet the needs of limited-English-proficient pupils. Academic instruction through English is modified to meet the student's level of language proficiency. Teachers use specialized strategies that enable students to understand, participate in and access the core curriculum. SDAIE is an instructional methodology, not a program. (EC 44253.2[b]).

SDAIE Strategies:

- Front load academic vocabulary
- Visuals and realia
- Manipulatives available
- Activate prior knowledge
- Speak slowly and use repetition
- Focus on the meaning
- Graphic organizer/Charts
- Preview-Review
- Gestures and facial expressions
- Self-selected reading
- Scaffolding (visual content, graphic organizers, sentence frames)
- Consistent and Immediate Feedback
- Summarizing and Re-Teaching
- Reciprocal Teaching

English Language Development (ELD) Instruction

English Learners in the California Pacific Charter School participate in an instructional program that supports their acquisition of informal English and teaches them the patterns of formal academic English. The instruction is designed to provide for student experiences with English that are understandable and meaningful, enable the students to communicate with peers and adults, and thereby participate fully in the academic program. California Pacific Charter School will create a personalized pathway of ELD instruction to build skills in English Language Arts (ELA). Students will take a diagnostic assessment at the beginning of the course to identify skill gaps. These students will have a targeted approach to building the specific skills that they need. Additionally, students may receive tutoring support services.

Instructional Materials to Support the CA CCSS (Common Core State Standards) for ELA/Literacy and CA ELD Standards

The State Board of Education adopts instructional materials for use by students in kindergarten through grade eight. LEAs (school districts, charter schools, and county offices of education)ARE NOT required to purchase state-adopted instructional materials according to EC Section 60210(a). If an LEA chooses to use non-adopted materials, it has the responsibility to adopt materials that best meet the needs of its students and to conduct its own evaluation of instructional materials. The review must include a majority of classroom teachers from that content area or grade-level ED Section 60210(c). EC Section 60002 requires the LEA to promote the involvement of parents and other members of the community in the selection of instructional materials, in addition to teacher involvement.

ELA/literacy and ELD curricula should be well designed, comprehensive, and integrated.

The ability to read, write, and communicate with competence and confidence in English across a range of personal and academic contexts expands students' opportunities for career and college success, full and wise participation in a democratic society and global economy, and achievement of their personal aspirations. Moreover, skill in literacy and language provides individuals with access to extraordinary and powerful literature that widens perspectives, illuminates the human experience, and deepens understandings of self and others.

The CA ELD Standards are aligned to the CA CCSS for ELA/Literacy as they amplify (magnify and make clear) areas of English language development that are crucial for academic learning. The standards emphasize language learning as a social process and language itself as a complex and dynamic meaning-making resource. They promote the notion of supporting English Learners to develop awareness that different languages and variations of English exist and that their home languages and cultures are valuable resources in their own right and useful for building proficiency in English.

Key Themes of ELA/Literacy and ELD Instruction

Instruction focuses on...

Meaning Making
Meaning making is at the heart of ELA/literacy and ELD instruction. It is the central purpose for interacting with text, producing text, engaging in research, participating in discussion, and giving presentations. It is the reason for learning the foundational skills and for expanding language. Meaning making includes literal understanding but is not confined to it at any grade or with any student. Inference making and critical reading, writing, and listening are given substantial and explicit attention in every discipline. Among the contributors to meaning making are language, knowledge, motivation, and in the case of reading and writing, the ability to recognize printed words and use the alphabetic code to express ideas.

Language Development
Language is the cornerstone of literacy and learning. It is with and through language that students learn, think, and express information, ideas, perspectives, and questions. The strands of the CA CCSS for ELA/ Literacy—Reading, Writing, Speaking and Listening, and Language—all have language at the core, as do the parts of the CA ELD Standards—Interacting in Meaningful Ways, Learning About How English Works, and Using Foundational Literacy Skills. Students enrich their language as they read, write, speak, and listen and as they interact with one another and learn about language. The foundational skills provide access to written language.

Effective Expression
Each strand of the CA CCSS for ELA/Literacy and each part of the CA ELD Standards includes attention to effective expression. Students learn to examine the author’s craft as they read, analyzing how authors use language, text structure, and images to convey information, influence their readers, and evoke responses. Students learn to effectively express themselves as writers, discussion partners, and presenters, and they use digital media and visual displays to enhance their expression. They gain command over the conventions of written and spoken English, and they learn to communicate in ways appropriate for the context and task.

Content Knowledge
Content knowledge is a powerful contributor to comprehension of text. It also undergirds the ability to write effective opinions/arguments, narratives, and explanatory/informational text; engage in meaningful discussions; and present ideas and information to others. It contributes significantly to language development, and it is fundamental to learning about how English works. Both sets of standards ensure that students can learn from informational texts and can share their knowledge as writers and speakers. An organized independent reading program contributes to knowledge. Content knowledge has a powerful reciprocal relationship with the development of literacy and language.

Foundational Skills
Acquisition of the foundational skills enables students to independently read and use written language to learn about the world and themselves; experience extraordinary and diverse works of literary fiction and nonfiction; and share their knowledge, ideas, stories, and perspectives with others. Students who know how to decode and develop automaticity with an increasing number of words are best positioned to make significant strides in meaning making, language development, effective expression, and content knowledge. At the same time, attention to those themes provides the very reason for learning about the alphabetic code and propels progress in the foundational skills.

(See the Resource Guide to the Foundational Skills at https://www.cde.ca.gov/ci/rl/cf/documents/foundskillswhitepaper.pdf)

Parent Notification of Programs
All parents of English Learners, regardless of proficiency, must be notified at initial enrollment and annually, in writing, of program placement of their children and must also be provided with a description of our program, including educational materials used in this program and their entitlement to request a waiver. The information must be provided in a language the parents understand within 30 days of enrollment.

Monitoring of Long Term English Learners
Long-term English Learners (LTEL) are defined as students who are in grades 6 to 12, have been enrolled in U.S. schools for more than six years, have remained at the same level of English for two or more years as measured by the state's annual proficiency exam, and have scored "standard not met" or "standard nearly met" on the CAASPP ELA assessment.

ELs with little or no English proficiency need more time than native-English speakers to meet grade-level benchmarks in English and state mandated testing targets. Schools must monitor student progress to assure that additional and appropriate learning opportunities are provided in English language development and in reading, writing and other academic content areas in order to close the achievement gap.

Benchmark assessments, course grades, and the CAASPP assessments, along with the number of years a student has been classified as an EL student are used to determine if a student is making the appropriate movement toward becoming RFEP.

If, despite the implementation of school wide interventions and supports, a student is still not making “adequate progress”, the school will hold a Student Study Team (SST) meeting to discuss the lack of progress. Further evaluation and intervention will be planned by the SST team to support students who are not meeting interim benchmarks. Interventions will be noted and filed on the EL Master Tracking Spreadsheet, in their cumulative folder and/or in a collaborative Google document. Additionally, parents will be notified annually if their student is at risk for becoming a LTEL or has been classified as a LTEL.

Meeting the Needs of Long Term English Learners
The National Education Association’s Publication: Meeting the Unique Needs of Long Term English Language Learners, A Guide for Educators provides valuable research-based information and best

practices to guide schools and LEAs in supporting students at risk for becoming Long Term English Learners (LTEL).
https://calauthorizers.org/wp-content/uploads/2020/11/Copy-of-LongTermEngLangLearner-NEA.pdf

Elementary School Strategies and Programs that Prevent the Creation of Long Term English Language Learners:

The trajectory of a Long Term English Language Learner begins in elementary school. Taking the necessary steps early enough can help prevent an entire new generation of long term ELL students. Successful elementary school programs offer high-quality language development programs and strategies that are consistent across grade levels.

- English Language Development/English as a Second Language: Dedicated, daily, and standards-based ELD/ESL programs address the specific needs of students at each fluency level and support instruction with quality materials that focus on all four language domains—with a major emphasis on building a strong oral language foundation; using language for interaction and meaning-making; and developing complex, precise, and academic language.
- Home language development: Programs that develop students' home language (oral and literacy) to threshold levels are a strong foundation for developing English literacy and academic success (at least through third grade, more powerfully through fifth grade, and optimally, ongoing throughout a students' education). Teaching students to read in their first language promotes higher levels of reading achievement in English and provides students the benefits of bilingualism.
- Use curriculum, instruction, and strategies. Use resources that promote transfer between English and the home language.
- Enriched oral language development: Emphasize oral language throughout the curriculum.
- Modified instructional strategies and supplemental materials provide access to academic content.
- Program coherence and consistency: Provide coherence and consistency of program across grades, including, wherever possible, articulation and alignment with preschool.
- High-quality literature: Provide students/LTELs with exposure to high-quality literature and complex and expressive language.

Seven Basic Principles for Meeting the Needs of Middle and High School Long Term English Language Learners

Seven basic principles lie at the heart of successfully educating middle and high school Long Term English Language Learners:

- Recognize Distinct Needs: LTELs require a specific approach that addresses their unique challenges, separate from "struggling readers" or general ELL strategies.
- Build on Prior Knowledge: Tap into students' existing knowledge and experiences to make learning more meaningful and accessible.
- Integrate Language, Literacy, and Academics: Provide focused instruction in language development, literacy skills, and academic content to bridge learning gaps.
- Foster Relationships: Create a supportive and inclusive classroom environment where students feel comfortable taking risks and building relationships with teachers and peers.
- Ensure Rigor and Relevance: Offer challenging and relevant curriculum that connects to students' lives and interests.

- Promote Active Engagement: Encourage students to actively participate in their learning through interactive activities, discussions, and project-based learning.
- Assess and Review: Continuously monitor student progress and provide ongoing review and feedback to ensure they are meeting learning goals.

Instructional Support System

CalPac is committed to closing the achievement gap for all students, including English Learners. The Instructional Support System for English Learners is a part of the standards based system of instruction, assessment, monitoring and evaluation provided for all students.

The Instructional Support System for English Learners is designed to provide the mechanisms for recording EL achievement, detecting academic deficits and monitoring the effectiveness of interventions.

To ensure all students will catch up to their grade-level peers, we have the following essential elements:

1. All English Learners are held to the same Charter-adopted curriculum and performance standards in the core curricular areas as all other students.

2. All English Learners participate in a program of curriculum and instruction that is aligned to state content standards, and designed to reduce all language barriers.
    - The English Learner program is designed to assure that participating EL students acquire English and learn grade-level academic content simultaneously and to the greatest extent possible.
    - Components of this program include: ELD, grade-level core curriculum and assessment.

3. The Instructional Support System for English Learners includes an assessment and reporting process of student academic achievement for all students, including English Learners. The use of multiple measures, the disaggregating of student achievement data, and the regular reporting of student achievement data are integral components of the Charter assessment and reporting process and recorded on the EL Master Tracking Spreadsheet.

4. The performance of EL and RFEP students are monitored:
    - Students identified in need of interventions are provided the appropriate intervention aimed at filling in gaps in content knowledge so that ELs can gain full access to grade-level core content instruction in a reasonable period of time.
    - Any areas of deficiency are noted and appropriate modifications in instructional programs or student support systems are identified.

The Instructional Support System described here for ELs is based on five (5) essential elements that include: Adopted curriculum standards; curriculum and instruction aligned with adopted standards; assessment and reporting; charter and site level monitoring and intervention; and program evaluation.

1. Adopted Curriculum Standards

In California Pacific Charter School each English Learner is held to the same charter adopted curriculum standards in the core curricular areas of English Language Arts, math, history-social science, and science as every other charter student. In addition, each EL student is expected to demonstrate mastery of the adopted ELD standards.

2. Curriculum and Instruction Aligned with Adopted Standards
California Pacific Charter School supports each English Learner in their appropriate level of language development in the core courses. Each English Learner participates in an instructional program with state adopted materials that are aligned to charter and state standards. Staff members, through articulation meetings, discuss and interpret data on English Learner students to address the issues surrounding English Learners who may have been in the educational system for some time and seem to be unable to move beyond this level.

3. Assessment and Reporting
California Pacific Charter School administers all state mandated examinations. ELPAC assessments and ongoing multiple measures are used to assess student proficiency. Results are entered onto the EL Master Tracking Spreadsheet for instructional planning and monitoring. Overall student results are shared with the appropriate school staff, school administrators, and governing board.

4. Monitoring and Intervention.
English Learner's assessment results are recorded on the EL Master Tracking Spreadsheet. The results are monitored to evaluate student learning in order to inform instruction and provide interventions as needed. When, according to on-going assessments, students are unable to meet interim expectations in academic content, students shall be referred by teachers and parents to receive academic interventions and support that enable them to overcome any academic deficits before they become irreparable. The intervention itself will directly target the identified academic need. Delivery of the intervention shall be monitored and documented. The effectiveness of the intervention will then be determined based on student work and assessments.

Note: When Special Education students identified as ELs are not making adequate progress, Special Education teachers must schedule an IEP meeting to discuss further interventions.

Staffing Authorizations
Under the management of the Director of Human Resources, California Pacific Charter School takes an active role in the recruitment and staffing of authorized personnel for all English Learner programs and makes it a priority to hire CLAD or equivalent teachers. Teachers providing instruction in a Mainstream English Program shall be authorized to provide appropriate core content and ELD instruction. This is achieved via a CLAD or equivalent authorization.

Teachers who are not currently authorized, but who are working with English Learners, shall be required to sign a memorandum of understanding stipulating that they will be actively participating in professional development designed to secure an appropriate authorization within two years. The Human Resources (HR) Department will then monitor attendance at professional development activities to ensure that such teachers remain on track to complete the necessary training for their authorizations.

Professional Development
California Pacific Charter School provides ongoing professional development opportunities to all teachers and staff working with English Learners. The goal of this training is to help educators acquire specific skills needed to work with English Learners in the areas of ELD instruction, comprehensible core content instruction, program designs, curriculum expectations, and processes and services for English Learners. Training should also focus on multiculturalism and up-to-date research and pedagogy for English Learners to receive equitable and accessible support and opportunities to achieve and reach their goals.

Staff development opportunities include, but are not limited to the following:

- ELD Standards
- EL Roadmap Principles
- ELPAC assessment and identification levels
- Designated and Integrated ELD strategies and instruction
- SDAIE strategies and instruction
- Differentiated instruction
- EL Master Tracking Spreadsheet
- Addressing the needs of dually identified students (ELs with IEPs)
- Shared Best Practices

To ensure that all staff working with parents of EL students are appropriately trained, training participation and completion is documented.

Reclassification
California Education Code (EC) Section 313 and the California Code of Regulations (5CCR) Section 11308 require that each English Learner who 1) has demonstrated English language proficiency comparable to that of the average native English speaker and 2) who can participate effectively in a curriculum designed for pupils of the same age whose native language is English be Reclassified Fluent English Proficient (RFEP). California Pacific Charter School recognizes the importance and irreversibility of this item and has established the following criteria and process to fully address this obligation.

Once a student has demonstrated that he/she is ready to participate fully in all English instruction without special support services, the student is ready for reclassification.

Reclassification Criteria
California Pacific Charter School uses the following criteria to reclassify EL students who take the standard ELPAC to RFEP status:

- State Required:
    - Summative ELPAC Overall Score of 4
- Additional requirements which can be used to determine student readiness for reclassification:
    - Teacher Evaluation
    - Parent Approval
    - Smarter Balanced and/or Local Assessments
    - Formal Assessments

Reclassification Process
Reclassification is the culmination of an EL student's participation in the program for English Learners and is conducted each year when ELPAC score reports are received by the charter.

Based on the above reclassification criteria, if a student is deemed to qualify for reclassification, a letter will be drafted by the administration. The letter will include all data pertinent to the reclassification, and will be sent both electronically and by US postal service. Once the RFEP profile notification letter has been signed, the reclassification will take place. The language acquisition status of the student will be updated in the student information, on the EL Master Tracking Spreadsheet and in the state reporting system (CALPADS). Additionally, all teachers associated with the student will be informed of the reclassification.

Monitoring of Reclassified Students

The No Child Left Behind Act of 2001, Title III requires that reclassified students be monitored for a period of at least 24 months following reclassification. The school's Lead, teachers, parents, and the assessment Lead supervise the process of monitoring reclassified students. School staff will use the Smarter Balanced assessment, local multiple measure scores, and teacher assessments and observations to semi-annually monitor the progress of RFEP students for a period no less than four (4) years after reclassification. Student performance shall be reviewed at each progress reporting period. Those students found to be regressing in their academic performance will be referred to receive an academic intervention in the specific area of need. This monitoring of RFEP students is recorded on the EL Master Tracking Spreadsheet.

English Learners in Special Education

In accordance with the ED guidance issued in July 2014, all English Learners with disabilities are required to participate in the state's ELP assessment. Federal law requires that all ELs with disabilities participate in the state ELP assessment in the following ways, as determined by the IEP team:

- In the regular state ELP assessment without universal tools, designated supports, and accommodations
- In the regular state ELP assessment with universal tools, designated supports, and accommodations determined by the IEP team or Section 504 team
- In an alternate assessment aligned with the state's ELD standards, if the IEP team determines that the student is unable to participate in the regular ELP assessment with or without universal tools, designated supports, and accommodations. California Pacific Charter School administers the state Alternate ELPAC to students identified during the IEP process.

Role of the IEP Team

In accordance with recent guidance from the U.S. Department of Education (2023), LEAs must ensure that EL students with disabilities are not delayed in language acquisition services due to their disability status. IEP teams must include a member with expertise in second language acquisition.The IEP team is an essential component in establishing the appropriate academic and functional goals, determining the specifically designed instructional program to meet the unique needs of all ELs with disabilities, and making decisions about how students can participate in the state ELP assessment. In accordance with the new ED guidance, the IEP team is responsible for:

- Making decisions about the content of a student's IEP, including whether a student must take a regular state assessment (in this case, the ELPAC assessment), with or without appropriate universal tools, designated supports and/or accommodations, or an alternate assessment in lieu of the regular ELPAC assessment (ED, July 2014, FAQ #4).
- Developing an IEP for each student with a disability, including each EL with a disability, at an IEP team meeting. The Individuals with Disabilities Education Act (IDEA) regulation in Code of Federal Regulations, Title 34, (34 CFR) Section 300.321(a) specifies the participants to be included on each child's IEP team. It is essential that IEP teams for ELs with disabilities include persons with expertise in English language acquisition and other professionals, such as speech-language pathologists, who understand how to differentiate between English proficiency development and a disability (ED, July 2014, FAQ #5).
- Ensuring that ELs' parents or guardians understand and are able to meaningfully participate in IEP team meetings at which the child's participation in the annual state ELP assessment is discussed. If a parent whose primary language is other than English is participating in IEP meetings, the IDEA regulations require each public agency to take whatever action necessary to ensure that the parent understands the proceedings of the IEP team meeting, including arranging

for an interpreter (34 CFR Section 300.322[e]). When parents themselves are ELs, Title VI of the Civil Rights Act of 1964 also requires that the LEA effectively communicate with parents in a manner and form they can understand, such as by providing free interpretation and/or translation services (ED, July 2014, FAQ #6).

- Ensuring that all ELs, including those with disabilities, participate in the annual state ELPAC assessment, with or without universal tools, designated supports, and accommodations or take the Alternate ELPAC, if necessary (ESSA Section 1119[b][7] and IDEA Section 612[a][16][A]). An IEP team cannot determine that a particular EL with a disability should not participate in the annual state ELP assessment (ED, July 2014, FAQ #7).

IEP teams will ensure that each English Learner receives appropriate services to develop English proficiency and have equitable access to the full curriculum. Each English Learner's IEP shall include linguistically appropriate goals and objectives based on the student's level of English proficiency and based on the ELD standards. Such goals and objectives will fully address ELD and core content instruction. Each IEP shall also clearly delineate the person(s) and/or programs responsible for providing each instructional service. A parental exception waiver is not required for an English Learner whose IEP indicates that instructional services will be provided through an Alternative Program.

SpEd: Assessment

Students whose initial Home Language Survey indicates that a language other than English is spoken will be assessed on the ELPAC test within the first 30 days of school annually. ELPAC testing is considered to be one of the state's standardized tests; therefore, accommodations/modifications provided in the IEP for any standardized test will apply. SpEd students with an existing EL classification will be assessed annually. If a student qualifies to take the Alternate CAASPP assessments through the IEP process and is also identified as an English Learner, the student will be administered the Alternate ELPAC assessment. In such cases, the Special Education Administrator will be notified to ensure the appropriate evaluation and administration of the Alternate ELPAC

SpEd: Classification

Students who are classified as English Learners musthave their ELD needs addressed as part of their Individualized Education Program (IEP). Students who have been reclassified as Fluent English Proficient (RFEP) or who were initially identified as Initially Fluent English Proficient (IFEP) are *not* considered English Learners for the purpose of the IEP. Their progress is still monitored, but ELD does not need to be addressed on the IEP.

Needs of English Learners

The needs of English Learners are addressed in several places on the IEP:

Information/Eligibility:

- Is the student an English Learner?
- Has the student been reclassified?
- What is the student's native language?
- Is an interpreter required? (*for the parents*)

Present Levels:

- Most recent ELPAC scores should be listed for each domain area (list performance level as well as scaled score)

- *Academic Skills:* In addition to the academic data usually included, it should be indicated how the student's English language development needs, if any, will be addressed in each academic area.
- *Communication*: Information on the student's language development should be specified in this section of the IEP, including the student's primary language and how the student's language development (expressive and receptive) relates to their ability to communicate with others and its impact on their school performance.

Special Factors:

- Mark yes or no if the student needs primary language supports during integrated ELD (across content areas)
    - If yes, select from the given choices
- Mark that the student will receive designated ELD in General Education
- Mark that the student is participating in Structured English Immersion (SEI) and in the comments, write: "Structured Language Immersion = Designated ELD (SEI)"

Statewide Assessments:

- Testing Accommodations/Modifications: If the student needs the same accommodations or modifications as are being used on the CAASPP tests, the box next to "Other statewide/charter assessments" will be checked and "Same as Above" for the listed accommodation/modification will be written.

Annual Goals:

California Code of Regulations, Title 5 §3001(m) requires that IEPs for ELs include "linguistically appropriate goals, objectives, programs, and services" to support both English proficiency and academic growth.

- Each English Learner's IEP shall include linguistically appropriate goals and objectives based on the student's level of English proficiency and based on the ELD standards. Such goals and objectives will fully address ELD and core content instruction. Each IEP shall also clearly delineate the person(s) and/or programs responsible for providing each instructional service.
- At least one goal needs to directly target ELD domains.
- Ensure that all other goals are linguistically appropriate

Services:

- If the student requires any supplemental aids or services or any special education services to enable the student to benefit from their ELD services or setting, they will be listed in the IEP. If the IEP team determines that the student's program should be modified from that of other ELD students in order to meet the student's unique educational needs, that modification should be listed in the IEP.

Writing Linguistically Appropriate Goals and Benchmarks-

- Based on the most recent ELPAC results and other information on the Present Levels page, identify the "Areas of Need" that the IEP goals will address..
- Goals must be aligned to both ELD standards and academic standards, and reflect the student's English proficiency level (e.g., Emerging, Expanding, Bridging)
- In the *Baseline* section, describe what the student is currently able to do in the skill area of need and indicate the ELPAC proficiency level in parentheses.

    - For example: Area of Need: Writing, *Baseline*: Student is able to write simple sentences with some errors in grammar and syntax (ELPAC Writing - Level 1)
- Write an annual goal to ensure that it is linguistically appropriate and includes the words "in English."
    - For example: By (*date*), following teacher-led prewriting activities, (*student name*) will compose a single paragraph in English including a topic sentence, three supporting sentences and a concluding paragraph with ___% accuracy in ___ of ___ trials as measured by student work samples.

*Note: It is best practice to insert the phrase "**in English**" to emphasize the language component of the goal.*

Check the "Linguistically Appropriate" box to indicate the goal is linguistically appropriate to meet the student's English language development needs.

Special Education Reclassification Criteria

California Pacific Charter School uses the following criteria to reclassify English Learners who take the ALTERNATE ELPAC to RFEP status:

- State Required:
    - Summative ELPAC Overall Score of 3
- Additional requirements which can be used to determine student readiness for reclassification:
    - Teacher Evaluation
    - Parent Approval
    - Smarter Balanced and/or Local Assessments
    - Formal Assessments

Parent Advisory Committees

An English Learner Advisory Committee (ELAC) is a school-level committee composed of parents, staff, and community members designated to advise school officials on English learner programs and services and is required for any California public school with 21 or more English Learners**.** The ELAC shall be responsible for the following tasks:

- Advising the principal and staff in the development of a site plan for English learners and submitting the plan to the School Site Council for consideration of inclusion in the School Plan for Student Achievement.
- Assisting in the development of the schoolwide needs assessment.
- Ways to make parents aware of the importance of regular school attendance.
- Each ELAC shall have the opportunity to elect at least one member to the District English Learner Advisory Committee (DELAC). Districts with 31 or more ELACs may use a system of proportional or regional representation.

Parents or guardians of English Learners shall constitute at least the same percentage of the ELAC membership as their children represent the student body and the parents or guardians of English Learners shall elect the parent members of ELAC. Parents or guardians of English Learners shall be provided the opportunity to vote in the election.

ELAC members shall receive training materials and training which will assist them in carrying out their required advisory responsibilities. Training shall be planned in full consultation with committee members, and funds from appropriate resources may be used to meet the costs of providing the training to include

costs associated with the attendance of members at training sessions. ELAC meeting agendas will be posted on the school website.

Legal References

- California Education Code, sections 35147, 52176(b) and (c), 62002.5, and 64001(a)
- California Code of Regulations, Title 5, Section 11308

The goal of the Parent Advisory Committee is to promote positive collaboration between parents and the California Pacific Charter School:

- Includes parents and community members in the decision-making, planning and evaluation of English Learner Master Plan.
- Develop a working partnership between parents and the schools to provide equal access to education for all students.
- Promote open communication with parents and community members

Accountability and Evaluation
California has been working for the past several years to improve education at the state level. The goal is to increase the academic achievement of all students by creating a coordinated system through the use of content and performance standards. In response to statewide accountability reform, California Pacific Charter School provides clearly-defined standards and expectations for student learning and has a primary goal that all students will meet the charter's academic content and performance standards.

Through the California Pacific Charter School assessment program, the assessment and accountability department carefully considers what students are asked to do, how student performance is evaluated and how evaluation results are used. The assessment program is responsive to the developmental differences, linguistic differences, and special needs of English Learners. Through multiple forms of assessment, California Pacific Charter School is able to determine to what degree English Learners are achieving English proficiency and meeting academic achievement goals.

California Pacific Charter School’s assessment practices with respect to English Learners are designed to:

- Assess and monitor language development by time in program
- Assess academic achievement in meeting grade level core standards
- Assess progress of ELs achieving ELD grade level standards
- Ensure learning opportunities in reading and writing are provided
- Monitor that targeted interventions are working

Assessment data is compiled, analyzed and reported by California Pacific Charter School leads and Data and Assessment Department. Their reports are then analyzed by the Superintendent and Assistant Superintendent to produce a set of suggested program modifications which are then shared with the local Board of Directors, teachers, EL coordinators, and EL parents for additional input and approval.

California Pacific Charter School annually determines the number and percentage of EL students who have become RFEP through ongoing uploads of information to CALPADS. CALPADS reports the actual count of EL, IFEP, and RFEP students during the calendar year as well as the number of teachers providing and authorized to provide appropriate instruction for English Learners.

MASTER PLAN
for
ENGLISH LEARNERS
California Pacific Charter Schools

Approved by the California Pacific Charter School Board of Trustees (August 13, 20254)

Kelly Wylie, Chairperson~~President~~
Dr. Shirley Peterson, Vice Chariperson~~President~~
Tanya Rogers, Clerk
Bill Howard, Member
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Presented by: Christine Feher, Superintendent

EL Master Plan Committee Members:

Gretchen Chamberlain
Dr. Ericka Zemmer
Erika Stevens~~Dr. Vangie Akridge~~

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

California Pacific Charter Schools, in partnership with our community, will:

- Foster an enriching school environment to nurture individuals academically, socially, and emotionally so that they are equipped to tackle academic challenges and become productive, responsible, ethical, creative, and compassionate members of society.
- Forge strong, positive connections with students so they can build confidence, achieve independence, meet current and future challenges, develop social awareness, civic responsibility, and personal growth.
- Provide our graduates with a foundation that will enable them to be college and career prepared and to succeed in their post secondary endeavors.

Goals and Vision for English Learner Master Plan
Federal case law (Castañeda vs. Pickard, 648 F.2d 989, 1981) requires that the main goals of the English Learner Program (ELP) are to develop the English language fluency of each English Learner as effectively and as efficiently as possible, and to develop mastery of the core curriculum comparable to native English speakers.

The court set forth the following standards for effective programs for English Learners:

1. The program is based on educational theory that is research-based, has proven methodology, and is recognized by experts in the field.
2. The programs or practices used are calculated to effectively implement the adopted theory, and
3. The program successfully produces results that indicate that language barriers are being overcome.

The ultimate goal of the California Pacific Charter School's English Learner Program is to embrace the Federal case law and support each English Learner. The school's Master Plan for English Learners serves as a standard for consistent program implementation and evaluation of services for English Learners. With a common staff understanding of the goals and procedures, English Learners will receive consistent high-quality services designed to meet their academic and linguistic needs by:

- Providing all students with the opportunity to participate in high quality curricular activities that address academic standards
- Offering programs based on student need and sound educational pedagogy
- Maintaining consistent communication with parents
- Providing staff and parent training
- Embracing parent involvement in the educational process
- Providing a process for monitoring the effectiveness of the program
- Valuing bi-literacy as a skill that will assist the student in life

Home Language Survey
For all students in TK–12, upon first enrollment in a California public school, the Local Education Agency (LEA) uses a standardized procedure to determine a student's primary language. This procedure begins with a home language survey (HLS), which is completed once by the parent or guardian at the time the student is initially enrolled in a California public school. The HLS should not be readministered every year

nor readministered if a student enrolls in a new LEA. If the HLS is completed in error, the parent or guardian may make a request to change it prior to the assessment. However, once a student is identified as an EL on the basis of the results of the Initial ELPAC, and the student has been administered the Summative ELPAC, changing the HLS will not change the student's identification. While cumulative student records are in transit for a student transferring from another California School District, CALPADS shall be used to determine whether a student has a history of being an English Language Learner.

If a student has a history of being an English Learner, they will be given an annual Summative ELPAC assessment during the February 1st through May 31st test window. If a student is new to the California Public School System and answers any of the first three questions of the Home Language Survey (HLS) with a language other than English, further research will be done to determine if they will be given an Initial ELPAC assessment within 30 days of enrollment.

ELPAC Testing

State law (California Education Code [EC] sections 313 and 60810) and federal law (Titles I and III of the Every Student Succeeds Act [ESSA], the reauthorization of the Elementary and Secondary Education Act [ESEA]) require that LEAs administer a state test of English language proficiency (ELP) and develop an English Learner Progress Indicator (ELPI) for (1) newly enrolled students whose primary language is not English, as an initial assessment; and (2) students who are English Learners (ELs), as a summative assessment. For California's public school students, this test is the ELPAC.

The Initial ELPAC has one purpose:

- To identify students who are ELs or are initial fluent English proficient (IFEP)

The Summative ELPAC has two purposes:

- To determine the level of ELP of EL students
- To assess the progress of EL students in acquiring the skills of listening, speaking, reading, and writing in English

All students in kindergarten through grade twelve (K–12), ages three through twenty-one, whose primary language is a language other than English must take the Initial ELPAC to determine whether they are ELs. This must be done within 30 calendar days after they are first enrolled in a California public school or 60 calendar days prior to instruction, but not before July 1, per ELPAC regulations. The Summative ELPAC must be given annually to students identified as ELs until they are reclassified to Fluent English Proficient (RFEP).

*Per Assembly Bill 2268 and Ed Code Section 60810(b)(3), students in grade TK are exempt from ELPAC administration until they are enrolled in Kindergarten.

Using Initial and Summative Assessment Results

Once tests are scored by the testing agency, individual student score reports (SSRs) are loaded directly to both the parent and student portals of the school's student information system from the Test Operation Management System. Once scores are received, parents will also be informed of test results within 30 calendar days from the first day of the current school year via email and/or through US mail. Parents/guardians are notified of results in writing in a language they can understand (or orally, if they are unable to understand written communication). Parents will also be notified in any language of which 15% or more of the student population speaks in common. Additionally, each student's test results are uploaded to the charter's student information system and recorded on the English Language Master

Tracking Spreadsheet. When a student withdraws from California Pacific Charter School, a list of the student's test results will be printed from the student information system and included in the student's requested cume file.

ELPAC results are not used to measure academic achievement. The Initial ELPAC results are used to identify ELs who need to develop their skills in listening, speaking, reading, and writing in English. This information, used with other local assessments, assists LEAs and schools when making placement decisions for new students who are identified as ELs. The Initial ELPAC results are alsoalso are used to identify students who are IFEP and are able to participate in the regular (core) academic program without further English language supports. The Summative ELPAC results are used to see how well ELs are progressing annually toward ELP. (English Language Proficiency) This information is used to assist LEAs and schools in the ongoing process of program monitoring and evaluation. The Summative ELPAC results also form one of four criteria used to determine whether ELs are ready to be classified as RFEP on the basis of the reclassification process developed by the LEA, in accordance with state law.

Initial ELPAC Student Score Reports
The official score for the Initial ELPAC is produced once the LEA has entered and locked in the student's raw scores into the state assessment system. Individual student Initial ELPAC results include an overall scale score, which will indicate which of the three performance levels the student achieved: IFEP, Intermediate EL, and Novice EL.

There will be two composite performance levels produced: Oral Language (Speaking and Listening) and Written Language (Reading and Writing). The three performance levels are well developed, somewhat to moderately developed, and minimally developed.

The Initial ELPAC report includes the following information:

- An Overall performance level and scale score
- A performance level for each composite tested (Oral and Written Language)

Initial ELPAC Performance Level Descriptors are:

- Initial Fluent English Proficient (IFEP): Students at this level have well developed oral (listening and speaking) and written (reading and writing) skills. They can use English to learn and communicate in meaningful ways that are appropriate to different tasks, purposes, and audiences in a variety of social and academic contexts. They may need occasional linguistic support to engage in familiar social and academic contexts; they may need light support to communicate on less familiar tasks and topics. This test performance level corresponds to the upper range of the "Bridging" proficiency level as described in the 2012 California English Language Development Standards, Kindergarten Through Grade 12 (2012 ELD Standards).
- Intermediate English Learner: Students at this level have somewhat developed to moderately developed oral (listening and speaking) and written (reading and writing) skills. This level captures a broad range of English learners, from those who can use English only to meet immediate communication needs to those who can, at times, use English to learn and communicate in meaningful ways in a range of topics and content areas. They may need some degree of linguistic support to engage in familiar social and academic contexts (depending on the student, the level of support needed may be moderate, light, or minimal); they may need substantial to moderate support to communicate on less familiar tasks and topics. This test performance level corresponds to the entire "Expanding" proficiency level and to the lower range of the "Bridging" proficiency level as described in the 2012 ELD Standards.

- Novice English Learner: Students at this level have minimally developed oral (listening and speaking) and written (reading and writing) English skills. They tend to rely on learned words and phrases to communicate meaning at a basic level. They need substantial-to-moderate linguistic support to communicate in familiar social and academic contexts; they need substantial linguistic support to communicate on less familiar tasks and topics. This test performance level corresponds to the “Emerging” proficiency level as described in the 2012 ELD Standards.

Summative ELPAC Student Score Reports

The official score for the Summative ELPAC is produced by the test contractor. Individual student Summative ELPAC results include an overall scale score and two composite scale scores which will indicate which of the four performance levels the student achieved. The four performance levels are: well developed (4), moderately developed (3), somewhat developed (2), and minimally developed (1).

Domain level performance will be reported as beginning, intermediate, and well developed on the ELPAC Student Score Reports. The Summative ELPAC report includes the following information:

- An Overall performance level and scale score
- A performance level and scale score for each composite tested (Oral and Written Language)
- A performance level for each domain tested (Listening, Speaking, Reading, and Writing)

Scale score ranges for each of the four performance levels are identified for Overall, Oral Language, and Written Language for all grades tested. These ranges incorporate the performance level cut scores approved by the SBE.

The Summative ELPAC Performance Level Descriptors are:

- Level 4: English Learners at this level have well developed oral (listening and speaking) and written (reading and writing) skills. They can use English to learn and communicate in meaningful ways that are appropriate to different tasks, purposes, and audiences in a variety of social and academic contexts. They may need occasional linguistic support to engage in familiar social and academic contexts; they may need light support to communicate on less familiar tasks and topics. This test performance level corresponds to the upper range of the “Bridging” proficiency level as described in the 2012 California English Language Development Standards, Kindergarten Through Grade 12 (CA ELD Standards).
- Level 3: English Learners at this level have moderately developed oral (listening and speaking) and written (reading and writing) skills. They can sometimes use English to learn and communicate in meaningful ways in a range of topics and content areas. They need light-to-minimal linguistic support to engage in familiar social and academic contexts; they need moderate support to communicate on less familiar tasks and topics. This test performance level corresponds to the upper range of the “Expanding” proficiency level through the lower range of the “Bridging” proficiency level as described in the CA ELD Standards.
- Level 2: English Learners at this level have somewhat developed oral (listening and speaking) and written (reading and writing) skills. They can use English to meet immediate communication needs but often are not able to use English to learn and communicate on topics and content areas. They need moderate-to-light linguistic support to engage in familiar social and academic contexts; they need substantial-to-moderate support to communicate on less familiar tasks and topics. This test performance level corresponds to the low- to mid-range of the “Expanding” proficiency level as described in the CA ELD Standards.
- Level 1: English Learners at this level have minimally developed oral (listening and speaking) and written (reading and writing) English skills. They tend to rely on learned words and phrases to

communicate meaning at a basic level. They need substantial-to-moderate linguistic support to communicate in familiar social and academic contexts; they need substantial linguistic support to communicate on less familiar tasks and topics. This test performance level corresponds to the "Emerging" proficiency level as described in the CA ELD Standards.

English Language Development (ELD) Standards

The state-adopted ELD Standards establish a framework for teachers to follow as they facilitate students' development of the skills necessary to meet grade-level standards in English language arts and the content areas. The standards describe what students should know and be able to do at each of the five levels of English proficiency. Each ELD standard is tied to one or more of the grade level English Language Arts Standards and serves as a measure for determining a student's progress toward meeting the English Language Arts Standards. When students attain the early advanced proficiency level, they are expected to be reclassified and meet the same rigorous grade-level standards as native English speakers are expected to master.

Charter schools enrolling English Learners have a dual obligation, as do all LEAs, to provide a program for EL students designed to overcome language barriers and provide access to the core curriculum (Castañeda v. Pickard 648 F.2d 989, [5th Cir. 1981]). The CDE recognizes that both services, including classified ELD, must be an integral part of a comprehensive program for every English Learner. The CDE has informed administrators that charter schools are required to provide English learner instructional services that meet this dual obligation, and other services determined necessary by the charter school, immediately.

Link to ELD Standards: http://www.cde.ca.gov/sp/el/er/documents/eldstndspublication14.pdf

English Language Mainstream Program

English Learners in California Pacific Charter School will be placed in an English Language Mainstream Program. This instructional program is designed to promote the acquisition of high levels of English language proficiency, as well as access to the core curriculum. In the mainstream English program, English is the language of instruction for all subjects with no primary language support. Students in an English Language Mainstream Program will be supported by their primary instructor through the use of SDAIE strategies. Students may also be concurrently enrolled in an ELD support class. English Learners in the English Language Mainstream Program will receive ELD instruction until they are reclassified as English proficient. In the English Language Mainstream Program of California Pacific Charter School:

- Core instruction in language arts, math, science and social science is taught in English using charter approved curriculum and SDAIE methodology
- English Language Learners receive ELD instruction which addresses the ELD standards in listening, speaking, reading and writing.
- Teachers working with EL students will be appropriately authorized, i.e. CLAD or equivalent.

SDAIE (Specially Designed Academic Instruction in English)

SDAIE is instruction in a subject area, delivered in English, that is specially designed to meet the needs of limited-English-proficient pupils. Academic instruction through English is modified to meet the student's level of language proficiency. Teachers use specialized strategies that enable students to understand, participate in and access the core curriculum. SDAIE is an instructional methodology, not a program. (EC 44253.2[b]).

SDAIE Strategies:

- Front load academic vocabulary
- Visuals and realia
- Manipulatives available
- Activate prior knowledge
- Speak slowly and use repetition
- Focus on the meaning
- Graphic organizer/Charts
- Preview-Review
- Gestures and facial expressions
- Self-selected reading
- Scaffolding (visual content, graphic organizers, sentence frames)
- Consistent and Immediate Feedback
- Summarizing and Re-Teaching
- Reciprocal Teaching

English Language Development (ELD) Instruction

English Learners in the California Pacific Charter School participate in an instructional program that supports their acquisition of informal English and teaches them the patterns of formal academic English. The instruction is designed to provide for student experiences with English that are understandable and meaningful, enable the students to communicate with peers and adults, and thereby participate fully in the academic program. California Pacific Charter School will create a personalized pathway of ELD instruction to build skills in English Language Arts (ELA). Students will take a diagnostic assessment at the beginning of the course to identify skill gaps. These students will have a targeted approach to building the specific skills that they need. Additionally, students may receive tutoring support services.

Instructional Materials to Support the CA CCSS (Common Core State Standards) for ELA/Literacy and CA ELD Standards

The State Board of Education adopts instructional materials for use by students in kindergarten through grade eight. LEAs (–school districts, charter schools, and county offices of education)–ARE NOT required to purchase state-adopted instructional materials according to EC Section 60210(a). If an LEA chooses to use non-adopted materials, it has the responsibility to adopt materials that best meet the needs of its students and to conduct its own evaluation of instructional materials. The review must include a majority of classroom teachers from that content area or grade-level ED Section 60210(c). EC Section 60002 requires the LEA to promote the involvement of parents and other members of the community in the selection of instructional materials, in addition to teacher involvement.

ELA/literacy and ELD curricula should be well designed, comprehensive, and integrated.

The ability to read, write, and communicate with competence and confidence in English across a range of personal and academic contexts expands students' opportunities for career and college success, full and wise participation in a democratic society and global economy, and achievement of their personal aspirations. Moreover, skill in literacy and language provides individuals with access to extraordinary and powerful literature that widens perspectives, illuminates the human experience, and deepens understandings of self and others.

The CA ELD Standards are aligned to the CA CCSS for ELA/Literacy as they amplify (magnify and make clear) areas of English language development that are crucial for academic learning. The standards emphasize language learning as a social process and language itself as a complex and dynamic meaning-making resource. They promote the notion of supporting English Learners to develop awareness that different languages and variations of English exist and that their home languages and cultures are valuable resources in their own right and useful for building proficiency in English.

- Key Themes of ELA/Literacy and ELD Instruction

Instruction focuses on...

Meaning Making
Meaning making is at the heart of ELA/literacy and ELD instruction. It is the central purpose for interacting with text, producing text, engaging in research, participating in discussion, and giving presentations. It is the reason for learning the foundational skills and for expanding language. Meaning making includes literal understanding but is not confined to it at any grade or with any student. Inference making and critical reading, writing, and listening are given substantial and explicit attention in every discipline. Among the contributors to meaning making are language, knowledge, motivation, and in the case of reading and writing, the ability to recognize printed words and use the alphabetic code to express ideas.

Language Development
Language is the cornerstone of literacy and learning. It is with and through language that students learn, think, and express information, ideas, perspectives, and questions. The strands of the CA CCSS for ELA/ Literacy—Reading, Writing, Speaking and Listening, and Language—all have language at the core, as do the parts of the CA ELD Standards—Interacting in Meaningful Ways, Learning About How English Works, and Using Foundational Literacy Skills. Students enrich their language as they read, write, speak, and listen and as they interact with one another and learn about language. The foundational skills provide access to written language.

Effective Expression
Each strand of the CA CCSS for ELA/Literacy and each part of the CA ELD Standards includes attention to effective expression. Students learn to examine the author’s craft as they read, analyzing how authors use language, text structure, and images to convey information, influence their readers, and evoke responses. Students learn to effectively express themselves as writers, discussion partners, and presenters, and they use digital media and visual displays to enhance their expression. They gain command over the conventions of written and spoken English, and they learn to communicate in ways appropriate for the context and task.

Content Knowledge
Content knowledge is a powerful contributor to comprehension of text. It also undergirds the ability to write effective opinions/arguments, narratives, and explanatory/informational text; engage in meaningful discussions; and present ideas and information to others. It contributes significantly to language development, and it is fundamental to learning about how English works. Both sets of standards ensure that students can learn from informational texts and can share their knowledge as writers and speakers. An organized independent reading program contributes to knowledge. Content knowledge has a powerful reciprocal relationship with the development of literacy and language.

Foundational Skills
Acquisition of the foundational skills enables students to independently read and use written language to learn about the world and themselves; experience extraordinary and diverse works of literary fiction and nonfiction; and share their knowledge, ideas, stories, and perspectives with others. Students who know how to decode and develop automaticity with an increasing number of words are best positioned to make significant strides in meaning making, language development, effective expression, and content knowledge. At the same time, attention to those themes provides the very reason for learning about the alphabetic code and propels progress in the foundational skills.

(See the Resource Guide to the Foundational Skills at https://www.cde.ca.gov/ci/rl/cf/documents/foundskillswhitepaper.pdf ~~www.cde.ca.gov/ci/rl/cf/documents/foundskillswhitepaper.pdf.~~)

Parent Notification of Programs
All parents of English Learners, regardless of proficiency, must be notified at initial enrollment and annually, in writing, of program placement of their children and must also be provided with a description of our program, including educational materials used in this program and their entitlement to request a waiver. The information must be provided in a language the parents understand within 30 days of enrollment.

Monitoring of Long Term English Learners
Long-term English Learners (LTEL) are defined as students who are in grades 6 to 12, have been enrolled in U.S. schools for more than six years, have remained at the same level of English for two or more years as measured by the state's annual proficiency exam, and have scored "standard not met" or "standard nearly met" on the CAASPP ELA assessment.

ELs with little or no English proficiency need more time than native-English speakers to meet grade-level benchmarks in English and state mandated testing targets. Schools must monitor student progress to assure that additional and appropriate learning opportunities are provided in English language development and in reading, writing and other academic content areas in order to close the achievement gap.

Benchmark assessments, course grades, and the CAASPP assessments, along with the number of years a student has been classified as an EL student are used to determine if a student is making the appropriate movement toward becoming RFEP.

If, despite the implementation of school wide interventions and supports, a student is still not making “adequate progress”, the school will hold a Student Study Team (SST) meeting to discuss the lack of progress. Further evaluation and intervention will be planned by the SST team to support students who are not meeting interim benchmarks. Interventions will be noted and filed on the EL Master Tracking Spreadsheet, in their cumulative folder and/or in a collaborative Google document. Additionally, parents will be notified annually if their student is at risk for becoming a LTEL or has been classified as a LTEL.

Meeting the Needs of Long Term English Learners
The National Education Association’s Publication: Meeting the Unique Needs of Long Term English Language Learners, A Guide for Educators provides valuable research-based information and best

practices to guide schools and LEAs in supporting students at risk for becoming Long Term English Learners (LTEL).
https://calauthorizers.org/wp-content/uploads/2020/11/Copy-of-LongTermEngLangLearner-NEA.pdf¶
~~https://www.rcoe.us/educational-services/files/2012/08/NEA_Meeting_the_Unique_Needs_of_LTELs.pdf~~

Elementary School Strategies and Programs that Prevent the Creation of Long Term English Language Learners:

The trajectory of a Long Term English Language Learner begins in elementary school. Taking the necessary steps early enough can help prevent an entire new generation of long term ELL students. Successful elementary school programs offer high-quality language development programs and strategies that are consistent across grade levels.

- English Language Development/English as a Second Language: Dedicated, daily, and standards-based ELD/ESL programs address the specific needs of students at each fluency level and support instruction with quality materials that focus on all four language domains—with a major emphasis on building a strong oral language foundation; using language for interaction and meaning-making; and developing complex, precise, and academic language.
- Home language development: Programs that develop students' home language (oral and literacy) to threshold levels are a strong foundation for developing English literacy and academic success (at least through third grade, more powerfully through fifth grade, and optimally, ongoing throughout a students' education). Teaching students to read in their first language promotes higher levels of reading achievement in English and provides students the benefits of bilingualism.
- Use curriculum, instruction, and strategies. Use resources that promote transfer between English and the home language.
- Enriched oral language development: Emphasize oral language throughout the curriculum.
- Modified instructional strategies and supplemental materials provide access to academic content.
- Program coherence and consistency: Provide coherence and consistency of program across grades, including, wherever possible, articulation and alignment with preschool.
- High-quality literature: Provide students/LTELs with exposure to high-quality literature and complex and expressive language.

Seven Basic Principles for Meeting the Needs of Middle and High School Long Term English Language Learners

Seven basic principles lie at the heart of successfully educating middle and high school Long Term English Language Learners:

- Recognize Distinct Needs: LTELs require a specific approach that addresses their unique challenges, separate from "struggling readers" or general ELL strategies.
- Build on Prior Knowledge: Tap into students' existing knowledge and experiences to make learning more meaningful and accessible.
- Integrate Language, Literacy, and Academics: Provide focused instruction in language development, literacy skills, and academic content to bridge learning gaps.
- Foster Relationships: Create a supportive and inclusive classroom environment where students feel comfortable taking risks and building relationships with teachers and peers.
- Ensure Rigor and Relevance: Offer challenging and relevant curriculum that connects to students' lives and interests.

- Promote Active Engagement: Encourage students to actively participate in their learning through interactive activities, discussions, and project-based learning.
- Assess and Review: Continuously monitor student progress and provide ongoing review and feedback to ensure they are meeting learning goals.
- ~~Urgency: Focus urgently on accelerating LTEL progress towards attaining English proficiency and closing academic gaps.¶~~
- ~~Distinct needs: Recognize that the needs of LTELs are distinct and cannot adequately be addressed within a "struggling reader" paradigm or a generic "English Language Learner" approach, but require an explicit LTEL approach. ¶~~
- ~~Language, literacy, and academics: Provide LTELs with language development, literacy development, and a program that addresses the academic gaps they have accrued.¶~~
- ~~Home language: Affirm the crucial role of home language in a student's life and learning, and provide home language development whenever possible. ¶~~
- ~~Three R's: rigor, relevance, and relationships: Provide LTELs with rigorous and relevant curriculum and relationships with supportive adults (along with the supports needed to succeed). ¶~~
- ~~Integration: End the ESL ghetto, cease the sink-or-swim approach, and provide maximum integration without sacrificing access to LTEL supports. ¶~~
- ~~Active engagement: Invite, support, and insist that LTELs become active participants in their own education.~~

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Instructional Support System

CalPac~~The Charter School~~ is committed to closing the achievement gap for all students, including English Learners. The Instructional Support System for English Learners is a part of the standards based system of instruction, assessment, monitoring and evaluation provided for all students.

The Instructional Support System for English Learners is designed to provide the mechanisms for recording EL achievement, detecting academic deficits and monitoring the effectiveness of interventions.

To ensure all students will catch up to their grade-level peers, we have the following essential elements:

1. All English Learners are held to the same Charter-adopted curriculum and performance standards in the core curricular areas as all other students.

2. All English Learners participate in a program of curriculum and instruction that is aligned to state content standards, and designed to reduce all language barriers.

- The English Learner program is designed to assure that participating EL students acquire English and learn grade-level academic content simultaneously and to the greatest extent possible.
- Components of this program include: ELD, grade-level core curriculum and assessment.

3. The Instructional Support System for English Learners includes an assessment and reporting process of student academic achievement for all students, including English Learners. The use of multiple measures, the disaggregating of student achievement data, and the regular reporting of student achievement data are integral components of the Charter assessment and reporting process and recorded on the EL Master Tracking Spreadsheet.

4. The performance of EL and RFEP students are monitored:
    - Students identified in need of interventions are provided the appropriate intervention aimed at filling in gaps in content knowledge so that ELs can gain full access to grade-level core content instruction in a reasonable period of time.
    - Any areas of deficiency are noted and appropriate modifications in instructional programs or student support systems are identified.

The Instructional Support System described here for ELs is based on five (5) essential elements that include: Adopted curriculum standards; curriculum and instruction aligned with adopted standards; assessment and reporting; charter and site level monitoring and intervention; and program evaluation.

1. Adopted Curriculum Standards
In California Pacific Charter School each English Learner is held to the same charter adopted curriculum standards in the core curricular areas of English Language Arts, math, history-social science, and science as every other charter student. In addition, each EL student is expected to demonstrate mastery of the adopted ELD standards.

2. Curriculum and Instruction Aligned with Adopted Standards
California Pacific Charter School supports each English Learner in their appropriate level of language development in the core courses. Each English Learner participates in an instructional program with state adopted materials that are aligned to charter and state standards. Staff members, through articulation meetings, discuss and interpret data on English Learner students to address the issues surrounding English Learners who may have been in the educational system for some time and seem to be unable to move beyond this level.

3. Assessment and Reporting
California Pacific Charter School administers all state mandated examinations. ELPAC assessments and ongoing multiple measures are used to assess student proficiency. Results are entered onto the EL Master Tracking Spreadsheet for instructional planning and monitoring. Overall student results are shared with the appropriate school staff, school administrators, and governing board.

4. Monitoring and Intervention.
English Learner's assessment results are recorded on the EL Master Tracking Spreadsheet. The results are monitored to evaluate student learning in order to inform instruction and provide interventions as needed. When, according to on-going assessments, students are unable to meet interim expectations in academic content, students shall be referred by teachers and parents to receive academic interventions and support that enable them to overcome any academic deficits before they become irreparable. The intervention itself will directly target the identified academic need. Delivery of the intervention shall be monitored and documented. The effectiveness of the intervention will then be determined based on student work and assessments.

Note: When Special Education students, identified as ELs, are not making adequate progress, Special Education teachers must schedule an IEP meeting to discuss further interventions.

Staffing Authorizations

Under the management of the Director of Human Resources, California Pacific Charter School takes an active role in the recruitment and staffing of authorized personnel for all English Learner programs and makes it a priority to hire CLAD or equivalent teachers. Teachers providing instruction in a Mainstream English Program shall be authorized to provide appropriate core content and ELD instruction. This is achieved via a CLAD or equivalent authorization.

Teachers who are not currently authorized, but who are working with English Learners, shall be required to sign a memorandum of understanding stipulating that they will be actively participating in professional development designed to secure an appropriate authorization within two years. The Human Resources (HR) Department will then monitor attendance at professional development activities to ensure that such teachers remain on track to complete the necessary training for their authorizations.

Professional Development

California Pacific Charter School provides ongoing professional development opportunities to all teachers and staff working with English Learners. The goal of this training is to help educators acquire specific skills needed to work with English Learners in the areas of ELD instruction, comprehensible core content instruction, program designs, curriculum expectations, and processes and services for English Learners. Training should also focus on multiculturalism and up-to-date research and pedagogy for English Learners to receive equitable and accessible support and opportunities to achieve and reach their goals.

Staff development opportunities include, but are not limited to the following:

- ELD Standards
- EL Roadmap Principles
- ELPAC assessment and identification levels
- Designated and Integrated ELD strategies and instruction
- SDAIE strategies and instruction
- Differentiated instruction
- EL Master Tracking Spreadsheet ~~and EL Cumulative file training~~
- Addressing the needs of dually identified students (ELs with IEPs)
- Shared Best Practices

To ensure that all staff working with parents of EL students are appropriately trained, training participation and completion is documented.

Reclassification

California Education Code (EC) Section 313 and the California Code of Regulations (5CCR) Section 11308 require that each English Learner who 1) has demonstrated English language proficiency comparable to that of the average native English speaker and 2) who can participate effectively in a curriculum designed for pupils of the same age whose native language is English be Reclassified Fluent English Proficient (RFEP). California Pacific Charter School recognizes the importance and irreversibility of this item and has established the following criteria and process to fully address this obligation.

Once a student has demonstrated that he/she is ready to participate fully in all English instruction without special support services, the student is ready for reclassification.

Reclassification Criteria

California Pacific Charter School uses the following criteria to reclassify EL students who take the standard ELPAC to RFEP status:

- State Required:
  - Summative ELPAC Overall Score of 4
- Additional requirements which can be used to determine student readiness for reclassification:
  - Teacher Evaluation
  - Parent Approval
  - Smarter Balanced and/or Local Assessments
  - Formal Assessments ~~can also be used in determining student readiness for reclassification¶~~
  -

Reclassification Process

Reclassification is the culmination of an EL student's participation in the program for English Learners and is conducted each year when ELPAC score reports are received by the charter.

Based on the above reclassification criteria, if a student is deemed to qualify for reclassification, a letter will be drafted by the administration. The letter will include all data pertinent to the reclassification, and will be sent both electronically and by US postal service. Once the RFEP profile notification letter ~~letter~~ has been signed ~~by the administration and, ideally the parents of the student~~, the reclassification will take place. The language acquisition status of the student will be updated in the student information, on the EL Master Tracking Spreadsheet and ~~ultimately~~ in the state reporting system (CALPADS). Additionally, all teachers associated with the student will be informed of the reclassification.

Monitoring of Reclassified Students

The No Child Left Behind Act of 2001, Title III requires that reclassified students be monitored for a period of at least 24 months following reclassification. The school's Lead, teachers, parents, and the assessment Lead supervise the process of monitoring reclassified students. School staff will use the Smarter Balanced assessment, local multiple measure scores, and teacher assessments and observations to semi-annually monitor the progress of RFEP students for a period no less than four (4) years after reclassification. Student performance shall be reviewed at each progress reporting period. Those students found to be regressing in their academic performance will be referred to receive an academic intervention in the specific area of need. This monitoring of RFEP students is recorded on the EL Master Tracking Spreadsheet.

English Learners in Special Education

In accordance with the ED guidance issued in July 2014, ~~the ED requires that~~ all English Learners with disabilities are required to participate in the state's ELP assessment. Federal law requires that all ELs with disabilities participate in the state ELP assessment in the following ways, as determined by the IEP team:

- In the regular state ELP assessment without universal tools, designated supports, and accommodations
- In the regular state ELP assessment with universal tools, designated supports, and accommodations determined by the IEP team or Section 504 team
- In an alternate assessment aligned with the state's ELD standards, if the IEP team determines that the student is unable to participate in the regular ELP assessment with or without universal tools, designated supports, and accommodations. California Pacific Charter School administers the state Alternate ELPAC to students identified during the IEP process.

Role of the IEP Team

In accordance with recent guidance from the U.S. Department of Education (2023), LEAs must ensure that EL students with disabilities are not delayed in language acquisition services due to their disability status. IEP teams must include a member with expertise in second language acquisition.The IEP team is an essential component in establishing the appropriate academic and functional goals, determining the specifically designed instructional program to meet the unique needs of all ELs with disabilities, and making decisions about how students can participate in the state ELP assessment. In accordance with the new ED guidance, the IEP team is responsible for:

- Making decisions about the content of a student's IEP, including whether a student must take a regular state assessment (in this case, the ELPAC assessment), with or without appropriate universal tools, designated supports and/or accommodations, or an alternate assessment in lieu of the regular ELPAC assessment (ED, July 2014, FAQ #4).
- Developing an IEP for each student with a disability, including each EL with a disability, at an IEP team meeting~~, which includes school officials and the child's parents/guardians~~. The Individuals with Disabilities Education Act (IDEA) regulation in Code of Federal Regulations, Title 34, (34 CFR) Section 300.321(a) specifies the participants to be included on each child's IEP team. It is essential that IEP teams for ELs with disabilities include persons with expertise in English language acquisition and other professionals, such as speech-language pathologists, who understand how to differentiate between English proficiency development and a disability (ED, July 2014, FAQ #5).
- Ensuring that ELs' parents or guardians understand and are able to meaningfully participate in IEP team meetings at which the child's participation in the annual state ELP assessment is discussed. If a parent whose primary language is other than English is participating in IEP meetings, the IDEA regulations require each public agency to take whatever action necessary to ensure that the parent understands the proceedings of the IEP team meeting, including arranging for an interpreter (34 CFR Section 300.322[e]). When parents themselves are ELs, Title VI of the Civil Rights Act of 1964 also requires that the LEA effectively communicate with parents in a manner and form they can understand, such as by providing free interpretation and/or translation services (ED, July 2014, FAQ #6).
- Ensuring that all ELs, including those with disabilities, participate in the annual state ELPAC assessment, with or without universal tools, designated supports, and accommodations or take the Alternate ELPAC, if necessary (ESSA Section 1119[b][7] and IDEA Section 612[a][16][A]). An IEP team cannot determine that a particular EL with a disability should not participate in the annual state ELP assessment (ED, July 2014, FAQ #7).

IEP teams will ensure that each English Learner receives appropriate services to develop English proficiency and have equitable access to the full curriculum. Each English Learner's IEP shall include linguistically appropriate goals and objectives based on the student's level of English proficiency and based on the ELD standards. Such goals and objectives will fully address ELD and core content instruction. Each IEP shall also clearly delineate the person(s) and/or programs responsible for providing each instructional service. A parental exception waiver is not required for an English Learner whose IEP indicates that instructional services will be provided through an Alternative Program.

SpEd: Assessment

Students whose initial Home Language Survey indicates that a language other than English is spoken will be assessed on the ELPAC test within the first 30 days of school annually. ELPAC testing is considered to be one of the state's standardized tests; therefore, accommodations/modifications provided in the IEP

for any standardized test will apply. SpEd students with an existing EL classification will be assessed annually. ~~If a student is slated to take the ELPAC test, who also would qualify for the CAA, the Special Education Director will be notified so that we can evaluate the need for the Alternate ELPAC.~~ If a student qualifies to take the Alternate CAASPP assessments through the IEP process and is also identified as an English L~~l~~earner, the student will be administered the Alternate ELPAC assessment. In such cases, the Special Education Administrator~~Director~~ will be notified to ensure the appropriate evaluation and administration of the Alternate ELPAC

SpEd: Classification

Students who are classified as English Learners must~~MUST~~ have their ELD needs addressed as part of their Individualized Education Program (IEP). Students who have been reclassified as Fluent English Proficient (RFEP) or who were initially identified as Initially Fluent English Proficient (IFEP) are *not* considered English Learners for the purpose of the IEP. Their progress is still monitored, but ELD does not need to be addressed on the IEP.

Needs of English Learners

The needs of English Learners are addressed in several places on the IEP:

~~Student~~ Information/Eligibility:

- Is the student an English Learner?
- Has the student been reclassified~~designated~~?
- What is the student's native~~primary~~ language?
- ~~Proficiency Level and Date: Overall ELPAC proficiency level and scaled score from most recent annual assessment (This information can be obtained from the English Learner/Assessment Lead, the SIS, the EL Master Tracking Spreadsheet or from the English Learner folder that is part of the student's cumulative file)~~
- Is an interpreter required? (*for the parents*) ~~Indicate the language for the interpreter.~~

Present Levels:

- Most recent ELPAC scores should be listed for each domain area (list performance level as well as scaled score)
- *Academic Skills:* In addition to the academic data usually included, it should be indicated how the student's English language development needs, if any, will be addressed in each academic area. ~~For each area on the ELPAC that falls below level 3, the student's IEP must have a goal written to address that area (i.e. listening, speaking, reading, and/or writing).~~
- *Communication*: Information on the student's language development should be specified in this section of the IEP, including the student's primary language and how the student's language development (expressive and receptive) relates to their ability to communicate with others and its impact on their school performance.

Special Factors:

- Mark yes or no if the student needs primary language supports during integrated ELD (across content areas)
    - If yes, select from the given choices
- Mark that the student will receive designated ELD in General Education
- Mark that the student is participating in Structured English Immersion (SEI) and in the comments, write: "Structured Language Immersion = Designated ELD (SEI)"

Statewide Assessments:

- Testing Accommodations/Modifications: If the student needs the same accommodations or modifications as are being used on the CAASPP tests, the box next to "Other statewide/charter assessments" will be checked and "Same as Above" for the listed accommodation/modification will be written.

Annual Goals:

California Code of Regulations, Title 5 §3001(m) requires that IEPs for ELs include "linguistically appropriate goals, objectives, programs, and services" to support both English proficiency and academic growth.

- Each English Learner's IEP shall include linguistically appropriate goals and objectives based on the student's level of English proficiency and based on the ELD standards. Such goals and objectives will fully address ELD and core content instruction. Each IEP shall also clearly delineate the person(s) and/or programs responsible for providing each instructional service.
- At least one goal needs to directly target ELD domains.
- ~~For each area on the ELPAC that falls below level 3, the student's IEP must have a goal written to address that area (i.e. listening, speaking, reading, and/or writing).~~
- Ensure that all other goals are linguistically appropriate ~~(see below)~~

Services:

- If the student requires any supplemental aids or services or any special education services to enable the student to benefit from their ELD services or setting, they will be listed in the IEP. If the IEP team determines that the student's program should be modified from that of other ELD students in order to meet the student's unique educational needs, that modification should be listed in the IEP.

Writing Linguistically Appropriate Goals and Benchmarks-

- Based on the most recent ELPAC results and other information on the Present Levels page, identify the "Areas of Need" that the IEP goals will address ~~in listening, speaking, reading and writing~~.
- Goals must be aligned to both ELD standards and academic standards, and reflect the student's English proficiency level (e.g., Emerging, Expanding, Bridging)
- In the *Baseline* section, describe what the student is currently able to do in the skill area of need and indicate the ELPAC proficiency level in parentheses~~parenthesis~~.
    - For example: Area of Need: Writing, *Baseline*: Student is able to write simple sentences with some errors in grammar and syntax (ELPAC Writing - Level 1)
- Write ~~(or modify from a goal bank selection)~~ an annual goal to ensure that it is linguistically appropriate and includes the words "in English."
    - For example: By (*date*), following teacher-led prewriting activities, (*student name*) will compose a single paragraph in English including a topic sentence, three supporting sentences and a concluding paragraph with ___% accuracy in ___ of ___ trials as measured by student work samples.

*Note: It is best practice to insert the phrase "**in English**" to emphasize the language component of the goal.*

Check the “Linguistically Appropriate” box to indicate the goal is linguistically appropriate to meet the student’s English language development needs.

Special Education ~~EL Reclassification~~Reclassification Criteria

California Pacific Charter School uses the following criteria to reclassify English Learners who take the ALTERNATE ELPAC to RFEP status:

- State Required:
  - Summative ELPAC Overall Score of 3
- Additional requirements which can be used to determine student readiness for reclassification:
  - Teacher Evaluation
  - Parent Approval
  - Smarter Balanced and/or Local Assessments
  - Formal Assessments

~~In some cases, an IEP team may find that it is the disability that interferes with a student’s ability to demonstrate English fluency due to Communication Disorders and/or Cognitive Disabilities. In these cases, the IEP team assesses student progress and considers reclassification of the student to RFEP status. Ideally, this should be done as early as possible; as soon as one to two summative test administrations, or as soon as there is reasonable evidence that it is a student’s disability that is prohibiting English Language Acquisition.~~ ~~¶~~

~~¶~~

~~The Administrative Designee and/or Case Manager should include the rationale for reclassification.¶~~

~~¶~~

~~**Avoid:**¶~~

- ~~Focusing on family history. Instead, focus on assessment results and the impact of the disability.¶~~
- ~~Including parents’ wishes for reclassification or opinion as to the validity of ELPAC scores or current English learner status. Instead, focus on the needs of the child.¶~~
- ~~Basing recommendation for changing EL status on the belief of the parent(s) or team members that the EL status or Home Language Survey was erroneous to begin with and therefore the student should never have been classified as EL. This is a matter outside of the scope of the IEP team and cannot be the basis for the team’s recommendation for reclassification.¶~~

~~¶~~

~~If the recommendation for reclassification is taking place as part of the student’s initial IEP or annual review, then all other pages of the IEP are completed to reflect the recommendation that the student is to be reclassified as RFEP (Reclassified Fluent English Proficient). If the recommendation for reclassification is taking place between annual reviews, then in addition to completing the *IEP Team Recommendation for Reclassification of Special Education English Learners* form, an *IEP Amendment* meeting and form must also be completed. All applicable staff should be a part of the reclassification meeting. If the team decides to reclassify the student as RFEP, the Special Education teacher or Case Manager will include a copy of the *IEP Team Recommendation for Reclassification of Special Education English Learners* form in the EL file, will update the EL Master Tracking Spreadsheet and follow all other reclassification procedures. These procedures include notifying the assessment and accountability department of the reclassification. Because this is an IEP team recommendation, the parents must be part of the decision. If the reclassification is not agreed upon, the IEP team must ensure that the IEP continues to address the needs of the student who remains classified as an English learning student.~~

Parent Advisory Committees

An English Learner Advisory Committee (ELAC) is a school-level committee composed of parents, staff, and community members designated to advise school officials on English learner programs and services and is required for any California public school with 21 or more English Learners**.** The ELAC shall be responsible for the following tasks:

- Advising the principal and staff in the development of a site plan for English learners and submitting the plan to the School Site Council for consideration of inclusion in the School Plan for Student Achievement.
- Assisting in the development of the schoolwide needs assessment.
- Ways to make parents aware of the importance of regular school attendance.
- Each ELAC shall have the opportunity to elect at least one member to the District English Learner Advisory Committee (DELAC). Districts with 31 or more ELACs may use a system of proportional or regional representation.

Parents or guardians of English Learners shall constitute at least the same percentage of the ELAC membership as their children represent the student body and the parents or guardians of English Learners shall elect the parent members of ELAC. Parents or guardians of English Learners shall be provided the opportunity to vote in the election.

ELAC members shall receive training materials and training which will assist them in carrying out their required advisory responsibilities. Training shall be planned in full consultation with committee members, and funds from appropriate resources may be used to meet the costs of providing the training to include costs associated with the attendance of members at training sessions. ELAC meeting agendas will be posted on the school website.

Legal References

- California Education Code, sections 35147, 52176(b) and (c), 62002.5, and 64001(a)
- California Code of Regulations, Title 5, Section 11308

The goal of the Parent Advisory Committee is to promote positive collaboration between parents and the California Pacific Charter School:

- Includes parents and community members in the decision-making, planning and evaluation of English Learner Master Plan.
- Develop a working partnership between parents and the schools to provide equal access to education for all students.
- Promote open communication with parents and community members

Accountability and Evaluation

California has been working for the past several years to improve education at the state level. The goal is to increase the academic achievement of all students by creating a coordinated system through the use of content and performance standards. In response to statewide accountability reform, California Pacific Charter School provides clearly-defined standards and expectations for student learning and has a primary goal that all students will meet the charter's academic content and performance standards.

Through the California Pacific Charter School assessment program, the assessment and accountability department carefully considers what students are asked to do, how student performance is evaluated and how evaluation results are used. The assessment program is responsive to the developmental

differences, linguistic differences, and special needs of English Learners. Through multiple forms of assessment, California Pacific Charter School is able to determine to what degree English Learners are achieving English proficiency and meeting academic achievement goals.

California Pacific Charter School's assessment practices with respect to English Learners are designed to:

- Assess and monitor language development by time in program
- Assess academic achievement in meeting grade level core standards
- Assess progress of ELs achieving ELD grade level standards
- Ensure learning opportunities in reading and writing are provided
- Monitor that targeted interventions are working

Assessment data is compiled, analyzed and reported by California Pacific Charter School leads and Data and Assessment Department. Their reports are then analyzed by the Superintendent and Assistant Superintendent~~Director of School Operations~~ to produce a set of suggested program modifications which are then shared with the local Board of Directors, teachers, EL coordinators, and EL parents for additional input and approval.

California Pacific Charter School annually determines the number and percentage of EL students who have become RFEP through ongoing uploads of information to CALPADS. CALPADS reports the actual count of EL, IFEP, and RFEP students during the calendar year as well as the number of teachers providing and authorized to provide appropriate instruction for English Learners.

School - Parent/Guardian Compact

The Charter school distributes to parents/guardians and family members of Title I, Part A students a school-parent/guardian compact (Compact). This Compact, which has been jointly developed with parents/guardians, outlines how parents/guardians, the entire school staff, and students will share the responsibility for improved student academic achievement. This Compact describes specific ways the school and families will partner to help children achieve the state's high academic standards. This Compact addresses the following legally required items, as well as other items suggested by parents/guardians and family members of Title I, Part A students:

1. The Charter school's responsibility is to provide high-quality curriculum and instruction (ESSA Section 1116[d][1])
2. The ways parents/guardians and family members will be responsible for supporting their child's learning (ESSA Section 1116[d][1])
3. The importance of ongoing communication between parents/guardians,family members, and teachers through goal setting meetings, frequent reports on student progress, and access to staff (ESSA Section 1116[d][2])
4. Parent/Guardian-teacher discussion, at least annually, during which the Compact shall be discussed as it relates to the individual child's achievement (ESSA Section 1116 [d][2][A])
5. Frequent reports to parents/guardians and family members on their child's progress (ESSA Section 1116[d][2][B])
6. Reasonable access to staff and opportunities for parents/guardians and family members to participate in their child's education (ESSA Section 1116[d][2][C])

How does the school address this?

1. The school will provide high-quality curriculum and instruction as outlined in the school's charter.
2. Parent/Guardian, student, and teacher sign the school's master agreement outlining course of study and performance expectations.
3. Communication and access to the staff are conducted and available through weekly check in meetings/communication, school email communication and newsletters, conferences, and school social media outlets.
4. Title I Family and Parent/Guardian Engagement Policy and the School-Parent/Guardian Compact will be discussed annually.
5. Student progress is emailed weekly and discussed at each meeting with the homeroom teacher. Report cards are provided each semester to all students. Progress reports are provided after the 1st quarter and 3rd quarter for all students, and parent-teacher conferences held (as-needed).

School Site Council Approved: October 28, 2020, Reviewed: May 28, 2025
Board Approved: November 12, 2020, Revised: August 8, 2023, Reviewed: August 13, 2025

6. Given the model of the school, the parents/guardians are highly active participants in their child's education. Parents have access to student progress at all times through the Parent Portal.
7. Parents/guardians have access to staff via email, phone, text during normal office hours, and may request a parent conference at any time.

The Charter school engages Title I, Part A parents/guardians and family members to improve the achievement of their child through meaningful interactions with the school. This Compact supports a partnership among staff, parents/guardians and family members, and the community to improve student academic achievement. To help reach these goals, the school has established the following practices:

1. In which ways does the school provide Title I, Part A parents/guardians and family members with assistance in understanding the state's academic content standards, assessments, and how to monitor and improve the achievement of their child (ESSA Section 1116[e][1])?
    a. Through homeroom meetings and parent-teacher conferences
    b. Review of local and state assessments and performance score
    c. The school's MTSS program that provides support for students that are struggling academically
    d. Through six week progress check ins with the student support team for students identified for Level 3 intervention
2. In which ways does the school provide Title I, Part A parents/guardians and family members with materials and training to help them improve the achievement of their child (ESSA Section 1116[e][2])?
    a. Parent/guardian training and webinars
    b. Parent/guardian resources found on the CalPac website
3. With the assistance of Title I, Part A parents/guardians and family members, in which ways does the school educate staff members on the value of parent/guardian and family member contributions and how to work with these members as equal partners (ESSA Section 1116[e][3])?
    a. Teacher professional development
    b. Teacher resources found in the school's teacher professional development repository
4. In which ways does the school coordinate and integrate the Title I, Part A parent/guardian involvement program with other programs and conduct other activities, such as resource centers, to encourage and support parents/guardians and family members in more fully participating in the education of their child (ESSA Section 1116[e][4])?
    a. The school will provide Title I goals and action items via SPSA and/or LCAP

   b. The school will provide parent/guardian and student outreach events, such as STEM and Makerspace event days, field trips, grade level Connection Clubs, Art Events, Science Fair, and the Talent Show
5. In which ways does the school distribute information related to school and parent programs, meetings, and other activities to Title I, Part A parents and family members in a format and language that the parents and family members can understand (ESSA Section 1116[e][5])?
   a. Information will be presented in a digital format that can be translated with the use of technology
   b. Information will be presented in a way that is understandable to parents
   c. Information will be presented visually and verbally, as applicable
6. In which ways does the school provide support for parent and family member involvement activities requested by Title I, Part A (ESSA Section 1116[e][14])?
   a. Given the model of the school, the parents are highly active participants in their child's education
   b. The school will provide parent/guardian and student outreach events, such as STEM and Makerspace event days, field trips, grade level Connection Clubs, Art Events, Science Fair, and the Talent Show
7. The school provides opportunities for the participation of all Title I, Part A parents and family members, including those with limited English proficiency, disabilities, and migratory students. In which ways are the information and school reports provided in a format and language that parents and family members can understand (ESSA Section 1116[f])?
   a. A digital format that can be translated with the use of technology
   b. Information is presented in a way that is understandable by parents
   c. Information is presented visually and verbally, as applicable
   d. Information is translated verbally, as applicable

This Compact was adopted by California Pacific Charter Schools for the 2025-2026 school year and will be in effect for the period of the 2025-2026 school year.

The school will distribute the Compact to all parents and family members of students participating in the Title I, Part A program as part of the school's annual notices.



California Pacific Charter Schools

Student/Parent Handbook

Revised August 2025

California Pacific Charter Schools
940 South Coast Drive #185, Costa Mesa, CA 92646
www.cal-pacs.org

Dear CalPac Families,

Welcome to California Pacific Charter Schools (CalPac)! We are pleased you have chosen us as your partners in education. Our goal is to provide your family with a personalized and supportive educational experience. CalPac seeks to serve students who benefit from learning that is flexible in pacing and delivery, is individually targeted, and is parent-friendly. As outlined in our mission and vision, we strive to create a culture that promotes individual needs, parent collaboration, and high achievement.

We are looking forward to supporting you and your child in your educational journey and hope this will be a rewarding and memorable year for your family.

Sincerely,



Christine Feher

Superintendent

California Pacific Charter Schools

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General Information

California Pacific Charter Schools (CalPac) serves three charter schools. They are:

- California Pacific Charter - Sonoma
- California Pacific Charter - San Diego
- California Pacific Charter - Los Angeles

CalPac Mission Statement

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

CalPac Vision Statement

California Pacific Charter Schools, in partnership with our community, will:

- Foster an enriching school environment to nurture individuals academically, socially, and emotionally so that they are equipped to tackle academic challenges and become productive, responsible, ethical, creative, and compassionate members of society.
- Forge strong, positive connections with students so they can build confidence, achieve independence, meet current and future challenges, develop social awareness, civic responsibility, and personal growth.
- Provide our graduates with a foundation that will enable them to be college and career prepared and to succeed in their post secondary endeavors.

CalPac Core Values

CALPAC CARES

COMMUNITY: We believe in a community of stakeholders who provide a supportive and inclusive environment to build student confidence and success.

ACCESSIBLE: We believe each student is unique and deserves a flexible and personalized learning program to meet their individual needs.

RIGOROUS: We believe in hiring highly qualified teachers and staff and providing rigorous and relevant curriculum designed for a community of diverse learners.

ENGAGING: We believe in empowering well-rounded and innovative students to develop 21st century skills and to engage fully in a global society.

SUPPORTIVE: We believe in supporting the whole student through allocation of resources, frequent guidance, empathy, compassion, and encouragement to help them reach their full potential.

Student Learning Outcomes (SLOs)

To meet the demands of the 21st century, CalPac graduates will be:

Creative and Complex Thinkers

- Students will propose, evaluate, and use a variety of strategies, tools, and skills to produce solutions.
- Students demonstrate the ability to recognize and analyze problems from multiple perspectives, including real-world situations.
- Students exhibit intellectual courage by advocating for their learning, seeking help when needed, and persevering when challenged.

Effective Communicators

- Students are able to actively engage in a variety of topics through polite and respectful conversation.
- Students exhibit articulate, effective, and persuasive communication orally, visually, and in writing to a diverse range of audiences using a variety of methods.
- Students will engage in cooperative relationships with teachers and peers.
- Students use technology in various forms to communicate and demonstrate knowledge effectively.

Community/Global Participant

- Students are prepared to meet the demands of college or career, demonstrating various skills in seeking employment and/or college admission.
- Students show respect for self and others and celebrate cultural diversity.
- Students will make positive contributions to their community (e.g., register to vote, care for the environment, volunteer).

Empowered and Independent Learners

- Students are self-directed, self-disciplined, self-monitored, and demonstrate self-corrective thinking.
- Students are curious, inquisitive thinkers, dedicated to lifelong learning.
- Students plan and study effectively and efficiently using time management skills.
- Students actively participate in the creation and pursuit of personal, academic, and professional goals.

Charter Authorizers

California Pacific Charter - Los Angeles, authorized by Acton-Agua Dulce Unified School District.

California Pacific Charter- San Diego, authorized by Warner Unified School District

California Pacific Charter - Sonoma, authorized by Guerneville School District

Terminology

The following is a list of commonly used terms:

Master Agreement (MA) - This is an agreement between the school, the teacher, the student, and the parent. It outlines the available coursework, methods of study, available resources, methods of evaluation, learning period meetings, and board policies.

Acknowledgment of Responsibilities (AoR) - This is the acknowledgment of each party's responsibilities including, the school, the teachers, the student, and the parent. It outlines the educational responsibilities of the school, the teachers, the student, and the parent.

Homeroom Teacher (HR) - is a credentialed teacher of record who works with students in grades TK-12 and their families to support them in reaching their educational goals.

Content Teacher- teacher who teaches in a specific subject area, course, or class.

Learning Period (LP) - The instructional days between learning period meeting/the assignment.

WASC Accreditation

CalPac students are enrolled in schools that are fully accredited by the Western Association of Schools and Colleges (WASC).

School accreditation:

- certifies to the public that the school is a trustworthy institution of learning.
- validates the integrity of a school's program and student transcripts.
- fosters improvement of the school's program and operations to support student learning.
- assures a school community that the school's purposes are appropriate and being accomplished through a viable educational program.

Additionally, WASC accreditation is important because other schools, colleges and universities, and the military often require applicants to have transcripts from accredited schools.

School Site Council

CalPac believes that active parent and student participation in school operations and governance helps foster a public school's long-term sustainability as a successful program. We welcome parent and student involvement and value open and positive communication.

CalPac has established a School Site Council (SSC) that plays an important role in molding CalPac to be responsive to student and parent needs, and provide the opportunity for continual improvement. The SSC meets regularly and functions to make recommendations and provide feedback to school administration regarding specific areas of school operations. Those areas include:

1. Curriculum/Instruction/Assessment
2. School Program Development
3. Fundraising and Grants
4. School budget, including the LCAP

McKinney Vento Information

If you are in a situation that qualifies you as homeless based on the McKinney Vento definition included in the linked Education for Homeless Children and Youth Policy and you are interested in receiving information about resources available in your area, please contact the School Liason:
Yeni Sandoval
School Social Worker
855-225-7227 x230
ysandoval@cal-pacs.org

CalPac will adhere to the provisions of the McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youths per applicable law.

Student Freedom of Speech/Expression

CalPac believes that free inquiry and exchange of ideas are essential parts of a democratic education. We respect students' rights to express views and opinions, take stands on issues, and support causes, even when such speech is controversial or unpopular.

Students shall have the right to exercise freedom of speech and the press including, but not limited to:

1. the use of bulletin boards
2. the distribution of printed materials or petitions
3. wearing of buttons, badges, and other insignia

4. the right of expression in official school publications. “Official school publications” refers to content produced by pupils in the journalism, newspaper, yearbook, or writing classes and distributed to the student body either free or for a fee. The program lead/director or designee will supervise the material produced by pupils to ensure it meets professional standards of English and journalism.

Students’ freedom of expression shall be limited as allowed by California Education Code Section 48907, and other applicable state and federal laws. Students are prohibited from making any expressions or distributing or posting any materials that are obscene, libelous, or slanderous. Students also are prohibited from making any expressions that so incite students as to create a clear and present danger of the commission of unlawful acts at school-sponsored activities or events, the violation of school rules, or substantial disruption of the school’s orderly operation. The use of “fighting words” or epithets is prohibited in those instances where the speech is abusive and insulting, rather than a communication of ideas, and the speech is used in an aggressive or abusive manner in a situation that presents an actual danger that it will cause a breach of the peace. A student shall be subject to discipline for out-of-school expression, including expression on Internet websites, when such expression poses a threat to the safety of other students, staff, or school property, or substantially disrupts the educational program.

Family Educational Rights and Privacy Act

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

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

   Parents or eligible students should submit to the program lead/director a written request that identifies the records they wish to inspect. The program lead/director will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

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

   Parents or eligible students who wish to ask the school to amend a record should write the program lead/director, clearly identify the part of the record they want to be changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or

eligible student of the decision and their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

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

   One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. For this purpose, a school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the school board. A school official also may include a volunteer or contractor outside of the school who performs an institutional service of function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

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

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

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

- To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in §99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(2) are met.
- To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of §99.34.
- To authorized representatives of the U.S. Comptroller General, the U.S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the CDE. Disclosures under this provision may be made, subject to the requirements of §99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf.
- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid.
- To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to §99.38.
- To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction.
- To accrediting organizations to carry out their accrediting functions.
- To parents of an eligible student if the student is a dependent for IRS tax purposes.
- To comply with a judicial order or lawfully issued subpoena.
- To appropriate officials in connection with a health or safety emergency, subject to §99.36.
- Information the school has designated as "directory information" under §99.37.

Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent's prior written consent. The primary purpose of directory information is to allow the school to include information from your child's education records in certain school publications.

Examples include:

- A playbill, showing your student's role in a drama production
- An annual yearbook
- Honor roll or other recognition lists; and
- Graduation programs
- Video (Zoom Class Recordings)

Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. If you do not want the school to disclose any or all of the types of information designated below to outside organizations as directory information from your child's education records without your prior written consent, you must notify the school and "opt-out" of the directory.

Any and all of the following items of directory information relating to a student may be released to a designated recipient unless a written request is on file to withhold its release:

- Name
- Address
- Date of birth
- Dates of attendance (*e.g.*, by academic year or semester)
- Current and most previous school(s) attended
- Degrees and awards received

In addition, two federal laws require a school receiving assistance under the Elementary and Secondary Education Act of 1965, as amended, to provide military recruiters, upon request, with the following information: names, addresses and telephone listings, unless parents have advised the school that they do not want their student's information disclosed without their prior written consent.

Virtual Meeting Recording

California Pacific Charter Schools allows staff, including but not limited to, teachers and service providers, to record virtual meetings for educational purposes. Instructors and providers may record sessions to help students who miss class or for other internal use, such as reviewing teaching methods. Recordings comply with student privacy laws (FERPA) and will not be shared outside of the organization without permission. The school securely stores recordings and deletes them after a set time.

California College Guidance Initiative Data Sharing

The California College Guidance Initiative (CCGI) is a state-authorized program that aims to streamline the college-going process for California students (EC Section 60900.5). It provides various resources, including CaliforniaColleges.edu, to help students explore and apply to California public colleges and universities.

Data Sharing and Student Privacy

The California Department of Education (CDE) shares enrollment data, including California Pupil Achievement Data System (CALPADS) data for public school students in grades 6-12 with the CCGI. This data sharing is mandated by law (EC Section 60900.5(a)).

How is the Data Used?

The data enables the CCGI to provide your child with:

- Direct access to online tools and resources for college planning and exploration.
- The ability to securely transmit their information to colleges and universities for admissions and academic placement considerations.
- Eligibility checks for student financial aid through the California Student Aid Commission.

Title IX Notice of Nondiscrimination

CalPac does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the school's non-discrimination policies:

Corrie Amador, Director of Human Resources
940 S Coast Dr, Suite 185
Costa Mesa, CA 92626
camador@cal-pacs.org
(855) 225-7227

Pregnant or Parenting Students

When a student or their parent/guardian informs any school employee of the student's pregnancy or related conditions, unless the employee believes that the Title IX Coordinator has already been notified, the employee must promptly provide the student or their parent/guardian with the Title IX Coordinator's contact information and inform the student or parent/guardian that the Title IX Coordinator can coordinate specific actions to prevent sex

discrimination and ensure the student's equal access to the education program or activity. For more information on pregnant or parenting students, please refer to board adopted policy 5115 found on the school's website.

Annual Notice of Uniform Complaint Procedures

CalPac has the primary responsibility for compliance with federal and state laws and regulations for students who attend our schools. We have established Uniform Complaint Procedures (UCP) to address allegations of unlawful discrimination, harassment, intimidation, and bullying, and complaints alleging violation of state or federal laws governing educational programs, the charging of unlawful pupil fees and the non-compliance of our Local Control and Accountability Plan (LCAP).

We will investigate all allegations of unlawful discrimination, harassment, intimidation or bullying against any protected group as identified in California Education Code section 200 and 220 and Government Code section 11135, including any actual or perceived characteristics as set forth in Penal Code section 422.55 or on the basis or a person's association with a person or group with one or more of these actual or perceived characteristics in any program or activity conducted by the school, which is funded directly by, or that receives or benefits from any state financial assistance. The UCP shall also be used when addressing complaints alleging failure to comply with various other state and/or federal laws.

A pupil enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.

A pupil fee includes, but is not limited to, all of the following:

1. A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity.
2. A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
3. A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

A pupil fees or LCAP complaint may be filed anonymously if the complainant provides evidence or information leading to evidence to support the complaint.

A pupil fee complaint must be filed with the Charter School's Human Resources no later than one year from the date the alleged violation occurred. A complaint of noncompliance should be filed first with the Superintendent or designee under the Uniform Complaint Procedures. A

complainant unsatisfied with the decision of the program lead/director may appeal the decision and shall receive a written appeal decision within 60 days of receipt of the complaint.

Complaints other than issues relating to pupil fees must be filed in writing with the following person designated to receive complaints:

Corrie Amador, Director of Human Resources
940 S Coast Dr, Suite 185, Costa Mesa, CA 92626
camador@cal-pacs.org
(855) 225-7227

Complaints alleging discrimination, harassment, intimidation, or bullying, must be filed within six (6) months from the date the alleged discrimination, harassment, intimidation, or bullying, occurred or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying, unless the time for filing is extended by the school administrator or his or her designee.

Complaints will be investigated and a written decision or report will be sent to the complainant within sixty (60) days from the receipt of the complaint. This time period may be extended by written agreement of the complainant. The person responsible for investigating the complaint shall conduct and complete the investigation in accordance with local procedures adopted under 5 C.C.R. § 4621.

The complainant has a right to appeal our decision of complaints regarding specific programs, pupil fees and the LCAP to the CDE by filing a written appeal within 15 days of receiving our decision. The appeal must be accompanied by a copy of the originally-filed complaint and a copy of our decision.

The complainant is advised of civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable.

A copy of our UCP compliant policies and procedures is available free of charge.

Parent Liability for Student Conduct

The law states that a parent or guardian of any minor whose willful misconduct results in injury or death to any pupil or any person employed by, or performing volunteer services for, a school or who willfully cuts, defaces, or otherwise injures in any way any property, real or personal, belonging to a school, or personal property of any school employee, shall be liable for all

damages so caused by the minor.

Further, the parent or guardian of a minor shall be liable to a school for all property belonging to the school loaned to the minor and not returned upon demand of an employee of the school authorized to make the demand.

Any school whose real or personal property has been willfully cut, defaced, or otherwise injured, or whose property is loaned to a pupil and willfully not returned upon demand of an employee of the school authorized to make the demand may, after affording the pupil his or her due process rights, withhold the grades, diploma, and transcripts of the pupil responsible for the damage until the pupil or the pupil's parent or guardian has paid for the damages thereto, unless otherwise directed by the Superintendent as outlined in board approved policy number 5130 - Damaged or Lost Instructional Materials located on the CalPac website. The school will notify the parent or guardian of the pupil's alleged misconduct before withholding the pupil's grades, diploma, or transcripts.

Alcohol, Tobacco, and Drugs

CalPac does not tolerate the illegal use, possession, or sale of drugs, alcohol, tobacco, or related paraphernalia by students while engaged in school-sponsored educational activities or events. School administrators are required to take immediate action to prevent, discourage, and eliminate the illegal use, possession, or sale of drugs, alcohol, tobacco, or related paraphernalia while engaged in school-sponsored educational activities or events. Students found in violation are subject to discipline, up to and including suspension and/or expulsion.

Smoking and the use of all tobacco products, including the use of electronic nicotine delivery systems such as e-cigarettes, is prohibited on all CalPac property, including any owned or leased buildings and in school vehicles, at all times by all persons, including employees, students, and visitors.

Proper Storage of Firearms

The purpose of this section is to inform and to remind parents and legal guardians of all students in California Pacific Charter Schools of their responsibilities for keeping firearms out of the hands of children as required by California law.

There have been many news reports of children bringing firearms to school or school sponsored events. In many instances, the child obtained the firearm(s) from their home. These incidents can be easily prevented by storing firearms in a safe and secure manner, including keeping them locked up when not in use and storing them separately from ammunition.

Please take some time to review the information below and evaluate your own personal practices to assure that you and your family are in compliance with California law.

- California makes a person criminally liable for keeping a loaded firearm, under their custody and control, where that person knows or reasonably should know that a child is likely to gain access to the firearm without the permission of the child's parent or legal guardian and the child obtains access to the firearm and thereby: (1) causes death or great bodily injury to the child or any other person; (2) carries the firearm to a public place, including to any preschool or school grades kindergarten through twelfth grade, including to any school-sponsored event, activity, or performance; or (3) brandishes a firearm to others. The criminal penalty may be greater if someone dies or suffers great bodily injury as a result of the child gaining access to the firearm.
- As of 2014, California makes a person criminally liable if they negligently store or leave any loaded firearm on their premises where a child is likely to gain access to it—regardless of whether or not the child brings the gun to a public place.
- A parent or guardian may also be civilly liable for damages resulting from the discharge of a firearm by that person's child or ward. These damages may be up to $30,000 per victim.

Note: Gun owners may avoid criminal liability under California Penal Code Section 25100 by keeping their firearm in a locked container or secured with a locking device that renders the firearm inoperable.

Comprehensive School Safety Plan and Emergency Preparedness

CalPac followsaComprehensive School Safety Plan to ensure emergency and disaster preparedness. Due to the virtual nature and wide geographic reach of our program, we encourage parents and guardians to develop and discuss household emergency plans with their children. This includes steps such as creating a home fire evacuation plan, identifying safe places to stop, drop, and cover during an earthquake, and preparing emergency supply kits to keep at home.

In the event of an emergency during a live (synchronous) class session, the teacher or staff member will pause instruction and advise students to follow safety procedures appropriate for their home environment.

Schoolwide safety drills may also take place during class sessions throughout the school year to help students practice preparedness.

CalPac actively monitors natural disasters such as wildfires and flooding, severe weather, and power outages. During known emergency events, the school will make every effort to contact families in affected areas and provide relevant resources.If your family is impacted by a natural disaster, outage, or other emergency, please notify your child's homeroom teacher as soon as you are safely able to do so.

Bullying Policy

CalPac recognizes the harmful effects of bullying, hazing, or other behavior that infringes on the safety and well-being of students or interferes with learning or teaching. We desire to provide a safe school culture that protects all students from physical and emotional harm. Student safety is a top priority, and the school will not tolerate discrimination, harassment, intimidation, or bullying of any kind.

"Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:

(a) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
(b) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
(c) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
(d) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.

"Electronic act" means the creation or transmission of a message (*e.g.*, a text message, sound recording, video, image, social media post, etc.) by means of an electronic device, including, but not limited to, a telephone, computer, tablet, pager, or other communication devices.

Bullying that occurs outside of school but negatively impacts the school environment or ability of a student to perform in school is considered bullying. Violations of our zero-tolerance policy on bullying may lead to discipline up to and including suspension and/or expulsion.

Child Abuse Reporting

Teachers, instructional aides, classified staff, and other school employees are required by law to report all known or suspected cases of child abuse or neglect to the appropriate law enforcement or child welfare agency. (Pen. Code, § 11166.)

Suicide Prevention Policy

Beginning with the 2017-2018 school year, charter schools serving students in grades 7-12 are required to adopt a student suicide prevention policy in consultation with school and

community stakeholders and others.

Protecting the health and well-being of all students is of the utmost importance to our school. The school board has adopted a suicide prevention policy which will help to protect all students through the following steps:

1. Students will learn about recognizing and responding to warning signs of suicide in friends, using coping skills, using support systems, and seeking help for themselves and friends. At the beginning of each school year, an informational pamphlet will be provided to each student's parent or guardian. It is the responsibility of each student's parent or guardian to review this information with him or her. If parents or guardians have any questions about the material, they can contact the school's appointed suicide prevention liaison.

2. The school has designated a suicide prevention coordinator to serve as a point of contact for school staff to communicate with when students are in crisis and require referrals to the appropriate resources for support.

3. When a student is identified as being at risk, they will be assessed by a school employed mental health professional who will work with the student and help connect them to appropriate local resources.

4. Students will have access to national resources which they can contact for additional support, such as:

- The National Suicide Prevention Lifeline –1.800.273.8255 (TALK),
- The Trevor Lifeline – 1.866.488.7386, The Trevor Project

5. All students will be expected to help create a school culture of respect and support in which students feel comfortable seeking help for themselves or friends. Students are encouraged to tell any staff member if they, or a friend, are feeling suicidal or in need of help.

6. Students should also know that because of the life or death nature of these matters, confidentiality or privacy concerns are secondary to seeking help for students in crisis.

7. For a more detailed review of the school policy, please see our full comprehensive suicide prevention policy.

This policy has been developed and adapted from the "Model School District Policy on Suicide Prevention", which is a resource that outlines comprehensive model policies and best practices for schools to follow to protect the health and safety of all students. This resource was developed by examining strong local policies, ensuring that they are in line with the latest

research in the field of suicide prevention, and identifying best practices for a national framework.

Student Admissions and Enrollment

Recruitment and admissions policies, procedures and activities comply with state and federal law and are outlined in the individual charter petitions for each school.

Students will be considered for admission without regard to ethnicity, national origin, gender, disability, or achievement level. Admission will not be determined according to the place of residence of the student or parents, except as required by law. Prior to admission, all parents must agree to and sign the Master Agreement. All students' continued enrollment shall depend upon them fulfilling the terms of the Master Agreement. Enrollment space will be based on need in the community and availability of qualified, trained, credentialed teachers to serve as the teacher of record.

CalPac will be non-sectarian in its programs, admissions policies, employment practices, and all other operations shall not charge tuition, and shall not discriminate on the basis of race, ethnicity, national origin, gender, disability, or any other characteristic listed in California Education Code Section 220 (or association with an individual who has any of those characteristics).

Student Enrollment

An enrollment application must be completed and signed by the parent/guardian prior to a student being considered for enrollment and placed on our assigning list.

Applications are considered complete when the student and parent/guardian who wishes to enroll has submitted the required application and the required documents for enrollment. To the extent required by applicable law, a complete application includes, but may not be limited to, the following properly submitted documents/information:

- Birth certificate or proof of birthdate – All students
- Immunization record or Non-Classroom Based Waiver – All students
- Proof of Residency - All students
- Proof of Tdap (whooping cough vaccination) – Students entering 7th-12th grades or waiving vaccinations
- Health Exam – TK, Kindergarten and 1st grade students and any student entering the public school system for the first time - or the signed form waiving this requirement
- Oral Health Exam – TK, kindergarten and 1st grade students and any student entering the public school system for the first time- or the signed form waiving this requirement

- Caregiver Authorization Affidavit - Only if person enrolling student is not the parent or legal guardian

All foreign documents, including immunization records, transcripts, and birth certificates must be officially translated prior to submission.

A student and parent/guardian who submits incomplete enrollment applications will be sent notice of what is needed to complete their application. The student and parent/guardian will be expected to update the enrollment information with the requested documents in order for their application to be processed.

Acceptance of a student's enrollment application does not constitute enrollment with CalPac. A student is not considered enrolled until the student, student's parent, legal guardian or caregiver (if the student is less than 18 years of age) have signed the Master Agreement.

Enrollment Requirements

To be considered for enrollment in CalPac, students must live in one of the following counties: Sonoma, Mendocino, Marin, Lake, and Napa, Solano, San Diego, Imperial, Riverside, Orange, San Bernardino, Los Angeles, Kern and Ventura. In accordance with charter law, students may not be concurrently enrolled in this school and any other private or public school. It is not necessary to obtain an inter/intra-district transfer from your local school district to attend CalPac. To maintain enrollment, students must continually physically reside in one of the aforementioned counties. Any travel more than 14 calendar days outside of the county in which the student resides, must be approved by the grade-level administrator. If a student travels outside of California, all special education services will cease until the student returns, and compensatory time will not be offered. Any students who resides outside of the county for more than 30 days will be involuntarily removed from CalPac.

Before the student can be enrolled in CalPac, specific documentation needs to be signed. These documents include the Master Agreement, the Acknowledgment of Responsibilities, and other school policy forms.

Grade Level Placement

In accordance with California state law, a student's grade level placement will be based on their date of birth. Students will be placed in the appropriate grade by the guidance department using a Grade Level Placement Chart. A student will be eligible for kindergarten enrollment if their birth date is on or before September 1st of the school year they wish to apply.

CalPac follows the standard practice of reciprocity between other districts and states if grade placement is within the appropriate age range and in correspondence with the current school calendar year. When a child has been legally enrolled in a public school of another district within or out of the state, he or she may be admitted to school and placed in the grade of

enrollment in the district of former attendance, at the discretion of the school administration of the district entered. (California Education Code Section 48011)

CalPac Grade Level Placement Chart

Specific guidelines for Transitional Kindergarten, Kindergarten, and 1st Grade:

- **Transitional Kindergarten (TK):** Children who are age-eligible for Transitional Kindergarten (fourth birthday occurs on or before September 1st of that school year) will be placed accordingly. Parents do not have an option to petition for a Kindergarten placement.
- **Minimum age requirement for Kindergarten:** A child shall be admitted to a Kindergarten at the beginning of a school year, or at any later time in the same year if the child will have his or her fifth (5th) birthday on or before September 1st of that school year. (EC Section 48000; Kindergarten Readiness Bill 1381)
    - Kindergarten Continuance Form (English)
    - Available Translations of the Kindergarten Continuance Form
- **1st Grade placement if did not attend kindergarten:** A child shall be admitted to the first (1st) grade of an elementary school during the first month of a school year if the child will have his or her sixth (6th) birthday on or before September 1st of that school year. (EC Section 48010)

Adult Student Enrollment

Effective July 1, 2004, California State Law prohibits the enrollment of any student aged 19 years or older who has not been continuously enrolled since their 18th birthday and is making regular progress towards a high school diploma.

Previous Expulsion

Students who wish to apply that are under a current expulsion order from another school or are seeking enrollment immediately after their expulsion term at their previous school, must submit a copy of any expulsion reports from that school and any related documentation with the student enrollment application for review.

For students who seek admission at California Pacific Charter, the decision to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the the Superintendent or designee and the pupil and guardian 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

Superintendent or designee shall make a recommendation t following the meeting regarding the determination.

Enrollment/Application Timeline

Students may apply for admission at any time during the academic year. However, if a student applies for admission at CalPac when the charter school is at capacity, the application will be held until space becomes available following CalPac's Lottery Policy. Please refer specifically to board approved policy 5066 - Lottery Policy on the CalPac website.

Concurrent K-12 Enrollment

In accordance with California Education Code Section 47602(b) and Title 5, California Code of Regulations Section 11965(a), no student may be enrolled in CalPac at the same time they are enrolled at another public or private school. CalPac reserves the right to evaluate whether a program is considered dual enrollment, as outlined in the California Education Code. The only possible exception is enrollment in either a community college or a Regional Occupation Program (ROP). Students who wish to participate in such programs need to have prior approval from CalPac.

Private Schools and Concurrent K-12 Enrollment

California Education Code clearly states that students may not be enrolled at a California Public Charter School and a private school concurrently. Private schools are defined as vendors who are registered by the California Department of Education (CDE) as private schools that charge tuition and teach core classes.

Transitional Kindergarten (TK) and Kindergarten Pre-School Concurrent Enrollment

Transitional Kindergarten (TK) and kindergarten students may be enrolled in CalPac and a two-three day a week preschool concurrently, so long as the criteria (below) are met.

Students enrolled in TK and Kindergarten at CalPac may not use educational funds provided by CalPac to enroll their students in private, after school programs or private preschool programs. However, parents and guardians may opt to pay for private, after school programs or private preschool programs while their student is enrolled in either TK or Kindergarten at CalPac so long as the parents/guardians:

1. Pay for the private, after school program or preschool program solely using their own funds; and,
2. Complete the coursework required of all students enrolled in TK or Kindergarten at CalPac while their student is actively enrolled in either TK or Kindergarten.

Independent Study Attendance and Progress Requirements

Master Agreement

The Master Agreement is a legal contract between CalPac and the student, parent/guardian, supervising teacher, and other responsible persons. The agreement documents the course of study, curriculum, and the time, manner, and frequency of the student's meetings with the faculty. It is updated and signed annually. Each agreement shall be signed and in effect prior to the student's attendance reporting start dates.

Attendance Policy

Attending a virtual school can be an exciting educational adventure. However, transferring from a traditional in person school to an online school can be a big change for any student. Without the constraints of classroom walls, students must decide when and where to work on course assignments within the guidelines of the program. Most students need extra guidance with these decisions when first starting an online program. Parents and teachers must work in partnership to provide the necessary guidance and direction for students to attend school and complete assigned work each week.

CalPac provides students with the opportunity to experience engaging, rigorous coursework while attending a school with greater flexibility than in a traditional school. However, as a provider of public school education, CalPac must comply with state attendance regulations*. Students of CalPac schools are required to attend and participate in their online courses as they would in any other school setting. Additionally, state laws governing independent study prevent excused absences regardless of the reason.

- Students are required to log in and to complete work in their online courses each school day. **
- It is the expectation that students follow each course's assignment calendar/pacing guide and to complete assignments by their posted due dates.
- If a student has difficulty with an assignment or has questions on an assignment, it is his/her responsibility to reach out to his/her instructor.
- Despite any technical difficulty, students are responsible for completing their academic assignments and adhering to the attendance policy.
- Students are required to attend Live Sessions for each of their courses per the course/school policy or identified by the academic year.
- Students must check-in with their teachers every week via phone, text message, online classroom, or email.
- Students are required to participate remotely or attend all state testing in person at a designated location.

Attendance noncompliance will trigger the school's student re-engagement process and continued noncompliance may result in involuntary removal from the school. Please refer specifically to board approved policy 6115 - Attendance, Support, and Involuntary Removal Policy on the CalPac website for the complete policy and expectations.

**Note: Specific state attendance requirements may vary and are delineated in the Student/Parent Handbook. Even if all assignments are completed prior to the due dates, students must log in to the system and check the following daily: Discussion Board, Emails, Grades, Announcements, class Live Sessions, and class meetings. Students are required to journal their educational activities, both online and offline, including Live Session attendance.*

***Note: While there are no excused absences in independent study,there are certain times and situations that are exempt from the above requirement (e.g., certain holidays, religious holidays, documented student illness, and family emergencies).*

Adequate Progress Policy

CalPac is committed to student success. Our program strives to support students to make adequate academic progress toward mastering grade-level content, completing all courses, and ultimately earning a high school diploma within their established 4-year graduation cohort..

- Complete 100% of assigned coursework by the due date.
- Complete a minimum of 20% of each actively assigned class approximately every 20 school days. (Traditional Program)
- Complete a minimum of 1 actively assigned academic course, excluding PE, for each established learning period. (Credit Recovery and Foundations Programs Only)
- Attend all required classes, meetings, and in-person state testing appointments, as determined by the program.
- Attend all scheduled meetings with the student's homeroom teacher, counselor, SAI provider, administrator, or other specialized service providers, when applicable.

Adequate progress noncompliance will trigger the school's student re-engagement process, including potential placement on academic probation. Continued noncompliance may result in involuntary removal from the school. Please refer specifically to board approved policy 6055 - Adequate Progress Policy on the CalPac website for the complete policy and expectations.

Academics

Curriculum

CalPac uses state standards aligned nonsectarian digital curriculum selected by the school's curriculum review committee with input from teachers, students, and parents/guardians. Curriculum is reviewed and updated on a multi year cycle. The selected curriculum serves as a student's independent study work for each class course and is overseen by the credentialed

teacher of that class. Certain courses and grade levels may also include consumable workbook materials provided to the student. The curriculum for CalPac is copyright protected, but students may print pages for their educational use.

CalPac reserves the right to revise, add, or delete courses. Full notification of changes will be communicated via email, and all changes will be noted on the CalPac website.

Supplemental Curriculum

Additional curriculum, including skills practice like Freckle, is integrated into courses and is used to supplement and enrich the main course curriculum. Supplemental curriculum may make up a portion of the final grade in the class at the school's and teacher's discretion.

Course Catalog (High School Only)

A complete list of course offerings for high school students can be found on our website at https://www.cal-pacs.org/academics/courses/. Courses are subject to change and may not be offered every semester.

Prerequisites (High School Only)

Mastery of a specific body of knowledge is necessary if students are to be successful in their courses. Most commonly, such knowledge is measured by the successful completion of the prerequisite course listed in the course description. "Successful completion" is defined by a grade of "A," "B," "C," "D," or "P" in the prerequisite course. Grades that are not acceptable are "F," "I," or "NG."

How to Clear a Prerequisite

Students enrolling in a course with a prerequisite will be required to do one of the following:

1. Complete the required prerequisite course(s) at CalPac with a satisfactory grade that is a grade of "A," "B," "C," "D," or "P."
2. Submit transcripts – provide grade transcripts from another high school, if appropriate. Such transcripts must demonstrate satisfactory completion of the prerequisite course, that is, completion of the course with a grade of "A," "B," "C," "D," or "P." Students must present transcripts to their School Counselor for a transcript review as soon as possible.

It is at the school's discretion to accept or deny the request to waive the prerequisite course requirement.

Students who submit transcripts for transcript review of a course not taken at CalPac to clear a prerequisite course, may or may not be enrolled in the class depending upon the outcome of the review. If the review is approved, students will be allowed to enroll in the class. If the review is denied, students will be notified that they will need to choose another course for enrollment.

Notice of Comprehensive Health Education

In order to meet the state requirements of the California Healthy Youth Act, all 8th and 10th grade students will complete comprehensive grade appropriate health lessons in their PE 8 and PE 10 courses. Lessons provide foundational scientific knowledge about the reproductive systems, adolescent development, abstinence, safe sex and birth control methods, pregnancy, sexually transmitted infections, communicable diseases, menstrual health, and healthy relationships.

The California Healthy Youth Act requires that comprehensive sexual health education and human immunodeficiency virus (HIV) prevention education be taught to students at least once in middle school and once in high school. Instruction and materials must be medically accurate, objective, age-appropriate and inclusive of all students, as defined by law. The law requires that instruction and materials must encourage students to communicate with parents, guardians or other trusted adults about human sexuality.

A list of lesson topics is available by request. For information on the California Healthy Youth Act, Notice and Parental Excuse, and Education Code section 51938, please visit the California Legislative Information Web page.

If you do not want your student to participate in comprehensive sexual health or HIV prevention education, please provide a signed, written note to Mrs. Bayer at lbayer@cal-pacs.org.

CalPac Course Policies

Adding a Course

All course enrollment requests must be submitted by a parent/guardian or adult student. Students who want to add a course to their schedules must receive approval for the new enrollment from the assigned School Counselor.

Transfer Between Two Courses

Students requesting a transfer from one course to another must submit a written request (email is acceptable) from a parent/guardian or the adult student to the assigned School Counselor. This applies even if the transfer is suggested by an instructor or School Counselor. Students may only request a transfer from one course to another during the first ten (10) business days of the course.

Dropping a Course

Students requesting a drop must submit a written request (email is acceptable) from a parent/guardian or adult student to the School Counselor. The School Counselor must approve all drops before processing. Elective drops for middle school students must be approved by the Assistant Director of TK-8.

Students have ten (10) school days from when a course is added to change/drop the course without penalty. Once the 10-day grace period has passed, any course dropped will receive the earned letter grade on the student's transcript. Courses added with less than ten (10) school days left in the semester cannot be dropped.

After the drop is processed, the parent/guardian and the student will receive a Master Agreement Addendum to sign, which reflects the course changes. Students who drop all of their courses will be considered withdrawals from the CalPac program.

Credit Recovery Program (High School Only)

Students enrolled in CalPac's Credit Recovery Program will complete the coursework for the 16-20 week courses at their own pace. Students are held to the same rigor and standards as those in traditional courses but have the opportunity to complete the work at a faster pace to recover credits and get on track for graduation. Students must be deficient in credits to enroll in the credit recovery program or receive administrative approval.

Foundations Program (High School Only)

Students enrolled in CalPac's Foundation Program will complete the coursework for the 16-20 week courses at their own pace. Foundation classes are accelerated through prescriptive testing allowing students to complete courses at a much faster pace than in the traditional program. The courses in the Foundations Program are not a-g approved. Students must be deficient in credits to participate. All students and their parent/guardian must meet with a counselor or administrator prior to enrollment and have parent/guardian written approval.

Graduation Requirements

CalPac awards five credits per course per semester. 220 credits are required to graduate. Students are eligible for a diploma when all requirements have been met. Diploma requirements are as follows:

Subject Area	Credits
English	40
Mathematics (to include Algebra I)	20
Life Science	10
Physical Science	10
Visual & Performing Arts/Foreign Language/CTE	10
World History	10

American History	10
American Government	5
Economics	5
Physical Education	20
Elective Units	80
Total Credits	**220**

A-G Requirements

To be considered for admission to the University of California (UC) or California State University (CSU) systems, students must complete 15 yearlong A-G high school courses with a grade of C or better—at least 11 of them before senior year.

Minimum A-G requirements for UC/CSU admissions can be found here: https://admission.universityofcalifornia.edu/admission-requirements/freshman-requirements/subject-requirement-a-g.html

Courses must be submitted for approval by the UC Office of the President. CalPac uses Edgenuity curriculum, which has been A-G approved as a curriculum provider. CalPac's A-G course lists can be found here:

California Pacific Charter School - Sonoma
https://hs-articulation.ucop.edu/agcourselist/institution/5422
California Pacific Charter School - San Diego
https://hs-articulation.ucop.edu/agcourselist/institution/1893
California Pacific Charter School - Los Angeles
https://hs-articulation.ucop.edu/agcourselist/institution/4998

Requirements can also be satisfied by completing college courses or earning specific scores on SAT, Advanced Placement, or International Baccalaureate exams. Details about examination and coursework that satisfy the A-G requirements can be found here - https://admission.universityofcalifornia.edu/admission-requirements/freshman-requirements/subject-requirement-a-g.html

Grades and Credit

Report Cards

All students in grades TK-12 will receive an official report card with grades and comments on their academic performance for that semester. Students in grades TK-2 receive a numerical proficiency grade from 1-4 while students in grades 3-12 receive a letter grade.

Students with questions about grades, averages, or course progress should contact the instructor immediately.

CalPac uses a traditional 4.0 scale in determining Grade Point Average (GPA).

Letter Grade	Percent Grade	4.0 Scale
A+	97-100%	4.0
A	93-96%	4.0
A-	90-92%	3.7
B+	87-89%	3.3
B	83-86%	3.0
B-	80-82%	2.7
C+	77-79%	2.3
C	73-76%	2.0
C-	70-72%	1.7
D+	67-69%	1.3
D-	63-66%	1.0
D	60-62%	0.7
F	Below 60%	0.0

CalPac's policy is not to round grades. Students must earn the minimum required percentage at any bandwidth to be awarded the grade.

High School Only: Credit is granted only for courses that earn a minimum of 60% out of a possible 100%. Honors and AP courses are weighted per UC/CSU policy. Grades TK-8 do not receive course credits.

Grade Revision Policy

Grades represent a student's mastery of concepts and skills at a given point in time. There are very few situations in which it is appropriate to change a student's grade retroactively. A change to an existing grade can be made for the following reasons -

- Grade calculation/entry error
- Grade updated based on completion of outstanding coursework (marks of incomplete ["I"'] only; this may not be used for credit recovery)

Any correction of a grade must take place within one year of the start date of the course in which the grade was assigned. *Ex. The student receives an "I" for English 1 S1 on Jan 27, 2020, so the grade change must be requested by Jan 27, 2021 – exactly one year from the first day of class.*

Incomplete Grades Policy

An Incomplete ("I") is a temporary grade which may be given at the course teacher's discretion with administrative approval.

The following provisions for Incomplete grades apply:

- Specific understanding/contract with a specified completion date between student and the course teacher of what is expected to pass the class successfully.
- Before the end of the outlined term, the teacher must notify the registrar of the updated grade.
- The student has one term to demonstrate mastery and earn the credit before the grade turns into an "F."
- "I"s must be updated within one year of the start date of the course in which the grade was assigned.

Grade Appeal Policy

Once issued, transcripts cannot be revised unless evidence is provided to indicate that the transcript is materially inaccurate. A student with proof of a calculation or entry error can petition the teacher of record or an administrator for a transcript revision. The teacher of the course and administrator will then review the transcript to determine its accuracy. An administrator must make final approval of all grade changes. The registrar will be responsible for issuing a revised transcript where it is deemed appropriate.

Transfer Credits

Transfer credits are awarded on a case-by-case basis by the registrar's office. Official transcripts are required in order to award credit. Transcript analysis may require research and contact with previous institutions to determine eligibility of transfer credits.

CalPac will award transfer credit for religious coursework. However, for courses that are devotional in nature, a maximum of ten (10) elective credits will be awarded.

If a student is provided a percentage grade upon exiting their previous school, CalPac will award the transfer grade by applying a percentage to the amount of work equivalent to what was completed at the previous school. Students who are provided exiting grades without percentages will be awarded a transfer grade equivalent to the amount of work completed at the previous school in accordance with the following scale:

Any A: 95%
Any B: 85%
Any C: 75%
Any D: 65%
Any D: 65%
Any F: 59%

Students who enroll with CalPac after the semester has started are responsible for providing exit grades for their courses from their previous school. Students in grades 6-8 who cannot provide exit grades or have not been in school, will have their courses adjusted based on enrollment date.

Homeschool Credit Transfer

Documentation provided by families for homeschool work completed through grade 8 will be accepted for a student to enroll in grade 9.

To earn high school credit toward graduation, students must supply complete records (depending on state requirements), which may include evidence of attendance, state/national test results, curricula followed, and/or portfolio of work. A core group of school personnel (e.g., administrator, language arts instructor, mathematics instructor, and a Special Education Specialist where appropriate) will review the documentation within five (5) business days of submission and determine the number of credits to be awarded for transfer. The school will accept the grades awarded by the home school for any credit transferred.

Regardless of the number of transfer credits awarded, the student must successfully complete the required number of courses at the school (including all awarded transfer credits) in order to earn a diploma.

Transcripts

Official transcripts should be requested from the registrar's office at least two weeks prior to deadlines. Transcripts and student records will be withheld until all financial obligations (including the return of CalPac computers and/or non-consumable materials) are cleared from a student's account.

Repeated Courses

Students may retake courses to attempt to earn a higher grade for courses where a D or F was earned. If a student retakes a course to attempt to earn a higher grade, only the highest grade received will be counted towards the student's grade point average. However, a record of all classes taken, including the grades received, will remain on the student's transcript, and **the student will receive credit towards graduation for only one of the course attempts**.

Students who fail the "A" section of the courses listed below cannot move on to the "B" section until the "A" section is passed. When students fail the "A" section, they will be switched to a different course or will retake the "A" section of the course the following semester.

- All High School Mathematics Courses
- All CTE courses
- All Foreign Language Courses
- Chemistry and Physics

High School Credit for Middle School Coursework

CalPac provides students in grades 7 and 8 the opportunity to take high school courses in the areas of math and foreign language to satisfy UC A-G requirements; however, **credits earned are NOT counted towards the 220 units required to obtain a high school diploma.**

While CalPac does not award units toward a high school diploma for middle school coursework, math and foreign language units awarded at a previous school towards graduation will be honored. It is important to note that:

- Another school may not accept the units
- **Only A-G mathematics and A-G foreign language courses will be considered for high school credit**

College Preparatory Offerings

In accordance with California Education Code § 48980.6, California Pacific Charter Schools provides this annual notice to parents and guardians of students in grades 7–12 regarding available dual enrollment and advanced academic opportunities.

California Pacific Charter Schools is proud to offer multiple pathways for students to earn college credit while in high school. Students may take college courses through concurrent enrollment at a local college campus or participate in college-level coursework through our partnership with Irvine Valley College. All students interested in dual enrollment must meet the eligibility requirements established by both our school and the participating college, which may vary. Students wishing to pursue dual enrollment coursework should consult with their assigned counselor.

In addition to dual enrollment, we offer Advanced Placement (AP) courses and a robust selection of A-G approved courses that meet University of California (UC) and California State University (CSU) admissions requirements.

To view our full course list please visit:
https://www.cal-pacs.org/high-school-curriculum-courses/

Promotion, Retention, and Acceleration

Students grades TK-8 at CalPac will be promoted to the next grade level each year unless determined by the faculty that the student has not met minimum proficiency levels. Minimum proficiency will be determined by a variety of measures, including the student's score on the California Assessment of Student Performance and Progress (CAASPP) Test, the student's grades, or performance on school performance-based assessments. The Parent/Guardian will be informed early in the school year if their student is considered at risk of retention. The Parent/Guardian will need to work with their student's Homeroom Teacher and the school's Student Study Team to ensure that all necessary steps are taken prior to a student's retention. The determination to retain must be agreed upon in writing by both the parent/guardian and school administration. Students will only repeat a grade in the case that there is substantial evidence that the student lacks academic readiness in the areas of math, reading, and language arts. Students may not be held back more than once.

Regardless of credit deficiency, high school students will be promoted to the next grade level each year and allowed to remediate credits in hopes that the student will graduate with his or her cohort. In the event that a student does not graduate with their cohort, CalPac will provide the student with an opportunity to continue their education, as long as they are making adequate progress towards a diploma, per California Ed Code.

Students who wish to accelerate may do so with the recommendation of their School Counselors and the approval of a school administrator. Typically, this is reserved for high school students who would like to graduate early. Students may graduate early only if they have met all of the criteria for graduation. TK-8 students must show exceptional and consistent academic performance before grade acceleration will be considered.

Please refer specifically to board approved policies 5095 - Grade Retention Policy and 5060 - Grade Promotion Policy on the CalPac website for further information and process steps.

English Learners (EL)

English learners (EL) are targeted for English Language Proficiency Assessments for California (ELPAC) testing when the initial Home Language Survey indicates that their primary home language is a language other than English.

- All potential English Learners are tested within the first 30 days of their first day of school
- English Learners at CalPac receive designated and/or integrated language supports from credentialed teachers. Instruction is designed to meet the linguistic and academic needs of English Learners through scaffolded curriculum and appropriate accommodations aligned to students' language proficiency levels.
- All English Learners are tested annually at the end of each year
- Students who meet the minimum qualifications will be reclassified upon receipt of Summative ELPAC results

Criteria for Redesignating English Learners- Reclassified Fluent English Proficient (RFEP)
CalPac uses the following criteria to reclassify EL students who take the ELPAC to RFEP status:

- State Required:
    - Standard Summative ELPAC Overall Score of 4
    - Alternate Summative ELPAC Overall Score of 3
- Additional requirements which can be used to determine student readiness for reclassification:
    - Teacher Evaluation
    - Parent Approval
    - Smarter Balanced and/or Local Assessments

Academic Integrity

CalPac considers academic honesty to be one of its highest values and expects a full commitment to academic integrity from each student. Students are expected to be the sole authors of their work and to exhibit honest behavior and academic integrity across all assignments and assessments.

Academic dishonesty occurs when a student either intentionally or unintentionally cheats, misuses work, produces work or responses that are not the student's own, plagiarizes, or fabricates information. All suspected incidents of academic dishonesty will be investigated. The

school has full discretion to determine the authenticity of all student work, including requiring students to complete work under observation with school staff, using plagiarism and AI screeners to check work authenticity, and monitoring student actions, sites visited, etc, using school device monitoring software.

While parents, guardians, and learning coaches are encouraged to support students by clarifying directions, guiding them through assignment steps, and uploading assignments, students are expected to complete all work independently and at their ability level. Providing excessive help—such as giving answers, writing responses, or completing assignments or assessments on the student's behalf—is a violation of CalPac's 5050 Academic Integrity Policy. The school must be able to assess what students know and can do on their own to accurately evaluate student work and progress.

Student assignments or assessments determined to be overly supported or completed by someone other than the student may result in the work being rejected, a failing grade issued, the student being required to redo the assignment or assessment with a teacher to verify their own understanding and skills, and any of the other consequences outlined in the Academic Integrity Policy.

Academic Dishonesty/Plagiarism/Cheating

Students are expected to be the sole authors and completers of their work. The use of another person's work or ideas must be accompanied by specific citations and references.

Citation formats vary among the departments; however, all courses require that students submit original work that is properly cited when applicable. The teacher will dictate which citation format should be used and what the guidelines are for the department.

Though not a comprehensive or exhaustive list, the following are some examples of dishonesty or unethical behavior:

- Plagiarism is using another person's words or ideas without giving proper credit to that person or giving the impression that another person's work is the student's own work.
- Any form of cheating on examinations, including quizzes, tests, exams, local assessments, and the like. Parent/Guardian or learning coach assistance with exams or assessments is considered cheating, will invalidate scores, and require a retake with the teacher.
- Falsifying information for any assignments.
- Submitting an assignment that was partially or wholly completed by another person, including work done for the student by the parent/guardian or learning coach.
- Copying work or written text from another student, the internet (including AI generated text), or any document without giving due credit to the source of the information.
- Submitting an assignment for more than one class without enhancing and refining the assignment and without first receiving instructor permission. In cases where previous

assignments are allowed to be submitted for another class, it is the responsibility of the student to enhance the assignment with additional material and also to submit the original assignment for comparison purposes.

- Assisting another student with reasonable knowledge that the other student intends to commit any act of academic dishonesty. This offense would include but is not limited to, providing an assignment to another student to submit as his/her own work or allowing another student to copy answers to any test, examination, or assignment.

CalPac Disciplinary Action for Academic Dishonesty/Plagiarism/Cheating

In the unfortunate event that the honor code is broken or plagiarism is uncovered in any or multiple courses during the student's time at CalPac, steps will be taken to address the infraction(s).

Please refer specifically to board approved policy number 5050 - Academic Integrity Policy on the CalPac website for a full breakdown of what constitutes academic dishonesty and the corresponding consequences.

School Policies/Procedures/Regulations

School Honor Code

The honor code dictates that students exhibit four key values:

- **Honesty** – I will be honest and forthright in my school work, words, and actions.
- **Fairness** – I will be fair and respectful in my interactions with fellow students, parents, faculty, and school staff.
- **Responsibility** – I will be accountable for my actions and language and accepting of the consequences for both.
- **Integrity** – I will adhere to the honor code.

Harassment and Cyberbullying

CalPac expects all students to use electronic communications 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), you agree that you will use the IM properly for school, will communicate with faculty and students appropriately, and will not partake in cyberbullying or any form of harassment.

In communicating via email or in Live Sessions, you are agreeing that you will use the email or chatting properly for school, will communicate with faculty and students appropriately, and will not partake in cyberbullying or any form of harassment.

Harassment and cyberbullying of or by students or teachers will not be tolerated in the online environment. Harassment is defined as unwanted conduct based on a protected class (e.g., race, color, national origin, religion, gender, age, disability, or sexual orientation).

Cyberbullying, sometimes called electronic bullying, is defined as the use of electronic communications (i.e., email, chat rooms, instant messaging, cell phones, threaded discussions, websites, or other electronic communication) to bully others. Specifically, this can include 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 present situations that interfere with school success and/or create a hostile environment.

Steps for Students to Follow

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

- Do not respond to the person accused of harassment or cyberbullying.
- Document specific instances of 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. (See Appendix for form.)
- 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 School Counselor and send the School Counselor the documentation. (See Appendix for form.)
- If the abusive communication is from a staff member, report the situation to the School Administrator.
- If the abusive communication is from the School Administrator, report the situation to the School Counselor who will report it to the Superintendent or designee.

Administrative Action Plan

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

- The teacher will collect and review documentation if abusive communication occurs as part of the coursework.
- 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 the 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.
- The teacher will warn the student about possible expulsion for repeated offenses.
- The teacher will arrange a parent conference to discuss the matter.
- If the student is referred to the School Administrator, the student may be a candidate for expulsion.

When a student reports an incident of cyberbullying or harassment to a School Counselor:
- The School 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).
- The School Counselor will discuss the incident with the accused student and decide if the incident warrants referral to the 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.
- The teacher will warn the student about possible expulsion for repeated offenses.
- The teacher will arrange a parent conference to discuss the matter.
- If the student is referred to the School Administrator, the student may be a candidate for expulsion.

When a student reports an incident of cyberbullying or harassment by a staff member to the School Administrator or Superintendent or designee, that person will discuss the incident with the accused and will take necessary actions in accordance with the law to address the complaint.

Disciplinary Action for Students Engaging in Harassment or Cyberbullying

Students who are found engaging in harassing or bullying behavior
- 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 discipline, including suspension or expulsion dependent on the severity or frequency of the offense.

Staff Member Responsibilities for the Harassment or Cyberbullying Policy:
- Teachers or School Counselors collect and review documentation and discuss the incident(s) with the student.
- Teachers or School Counselors record the documentation in the student's electronic file.
- Teachers or School Counselors arrange a parent conference to discuss the matter.
- Teachers or School Counselors warn the student about possible expulsion.

The School Administrator initiates administrative expulsions as described above.

Civility Policy

School personnel, parents/guardians, and students are required to be civil in all of their interpersonal school-related interactions. Civility does not require an unqualified agreement or conformity of opinion. An expression of disagreement or a discussion of a controversial viewpoint is not uncivil if such expression or discussion is appropriately and respectfully presented and does not disrupt a school-related activity.

For purposes of this policy, to be civil means to act with self-discipline in a courteous, respectful and orderly way in every interpersonal communication and behavior with the goal of providing a safe and harassment-free environment for our students and staff while maintaining individual rights to freedom of expression.

Examples of uncivil conduct include, but is not limited to:

- using an inappropriately loud voice;
- using profane, vulgar, or obscene words or gestures;
- belittling, jeering, or taunting;
- using personal epithets;
- using violent or aggressive gestures or body-language;
- repeatedly and inappropriately interrupting another speaker;
- repeatedly demanding personal attention at inappropriate times;
- purposefully and inappropriately invading personal space;
- purposefully ignoring appropriate communications;
- wrongfully interfering with another person's freedom of movement;
- wrongfully invading another person's private possessions; or;
- any other behavior that inappropriately disrupts school-related activities.

In the event that any party is uncivil during a school-related activity, the following steps will occur:

1. **Communicate** - The party experiencing the uncivil behavior will communicate that the behavior is not civil and that the uncivil behavior must cease immediately.
2. **End Activity/Meeting** - If the uncivil party fails to correct the uncivil behavior as directed, the affected party shall end the activity/meeting.
3. **Referral** - The reporting party shall refer the situation to the school administration with a written summary of the uncivil behavior and how he/she responded.
4. **Determination** - If it is determined that uncivil behavior occurred, proper disciplinary action will be taken, which may include suspension or expulsion.

CalPac's official board approved policy can be found here.

Code of Conduct Policy

The Board of Directors of California Pacific Charter School mandates that all Education Partners and their staff maintain high standards of behavior and professionalism, upholding defined boundaries when interacting with students. An "Education Partner" refers to companies providing products or educational services, and their staff does not hold an employment relationship with the School. The policy outlines specific acceptable and unacceptable behaviors, such as maintaining professional communication and avoiding personal or intimate gifts. Additionally, all involved must undergo a comprehensive fingerprint and background check. If any staff suspects boundary violations or inappropriate behavior, they are required to immediately report it to the School.

Please refer specifically to board approved policy 1010 - Civility Policy on the CalPac website for the complete policy and expectations.

Dress Code

Students are required to follow the dress code while participating in online classes, ensuring a respectful and focused learning environment. The following guidelines outline specific expectations for appropriate attire during virtual school sessions:

- Clothing Requirement: Students must be fully dressed in appropriate clothing at all times while on camera. Sleepwear or pajamas are not allowed.
- Respectful and Clean Attire: Students should wear clean, neat, and respectful clothing. Excessively revealing clothing is not permitted.
- No Disruptive Clothing: Attire should not include offensive language, vulgar imagery, or symbols that promote hate speech, violence, or harmful stereotypes.
- No Visible Undergarments: Students' undergarments should not be visible on camera.
- Camera and Background Expectations:
    - Appearance on Camera: Students are expected to be mindful of their appearance while participating in online classes.
    - Backgrounds: Virtual backgrounds are provided by the school and encouraged to be utilized to keep the online classroom free from distractions to maintain a professional online environment.
- Consequences for Dress Code Violations: Violations may result in warnings, removal from the virtual class, or other disciplinary actions.
- Accommodations: The school will consider cultural, religious, and individual circumstances when enforcing the dress code.

This policy is designed to foster a positive and inclusive online learning atmosphere and will be reviewed as needed to ensure alignment with school values.

Suicide Prevention Policy

Charter schools serving students in grades 7-12 are required to adopt a student suicide prevention policy in consultation with school and community stakeholders and others. Protecting the health and well-being of all students is of the utmost importance to our school. The school board has adopted a suicide prevention policy which will help to protect all students through the following steps:

1. Students will learn about recognizing and responding to warning signs of suicide in friends, using coping skills, using support systems, and seeking help for themselves and friends. At the beginning of each school year, an informational pamphlet will be provided to each student's parent or guardian. It is the responsibility of each student's parent or guardian to review this information with him or her. If parents or guardians have any questions about the material, they can contact the school's appointed suicide prevention liaison.

2. The school has designated a suicide prevention coordinator or team to serve as a point of contact for school staff to communicate with when students are in crisis and are in need of referrals to the appropriate resources for support.

3. When a student is identified as being at risk, they will be assessed by a school employed mental health professional who will work with the student and help connect them to appropriate local resources.

4. Students will have access to national resources which they can contact for additional support, such as:
    - The National Suicide Prevention Lifeline –1.800.273.8255 (TALK),
    - The Trevor Lifeline – 1.866.488.7386, The Trevor Project

5. All students will be expected to help create a school culture of respect and support in which students feel comfortable seeking help for themselves or friends. Students are encouraged to tell any staff member if they, or a friend, are feeling suicidal or in need of help.

6. Students should also know that because of the life or death nature of these matters, confidentiality or privacy concerns are secondary to seeking help for students in crisis.

Please refer specifically to board approved policy 5020 - Comprehensive Self-Harm and Suicide Prevention policy on the CalPac website for the complete policy.

This policy has been developed and adapted from the "Model School District Policy on Suicide Prevention," which is a resource that outlines comprehensive model policies and best practices for schools to follow to protect the health and safety of all students. This resource was developed by examining strong local policies, ensuring that they are in line with the latest research in the field of suicide prevention, and identifying best practices for a national framework.

School Issued Technology

Student Computers

All coursework at California Pacific Charter Schools (CalPac) is delivered online. Every enrolled student must have reliable access to a computer and the internet. To ensure students have the required technology, CalPac provides each student with a **school-issued and monitored Chromebook**.

This Chromebook:

- Is only accessible using the student's CalPac email account
- Remains the property of CalPac at all times
- Is preconfigured with all required applications, secure browser settings, and access to necessary instructional platforms
- Meets all specifications for completing coursework and taking state and local assessments

The secure browser features on the Chromebook are required for state and local testing; therefore, students and parents/guardians **may not refuse** the school-issued device. Students are responsible for the care of the Chromebook and all accessories (cords, power supply, and packaging) until they are returned to the school at the end of enrollment.

If a student chooses to use a personal device for general schoolwork, they must still keep the school-issued Chromebook in good condition so it is available for use during required testing or other activities that require the secure browser.

Damage, Loss, and Liability

Families are responsible for keeping the Chromebook in good working condition, including protecting it from food, drink, and vandalism. All damage or technical issues must be reported immediately. In accordance with **Education Code 48904** and Board Approved Policy 5045 – Student Acceptable Use Policy, families may be held financially liable for lost, stolen, or willfully damaged equipment

Monitoring and Privacy

CPCS utilizes GoGuardian monitoring software to help ensure student safety and academic focus when using school technology. Monitoring occurs:

- On school-issued Chromebooks
- On personal devices when the student is logged into their school account

Monitoring may include:

- Reviewing browsing history
- Capturing screenshots
- Observing live on-screen activity
- Recording internet addresses visited, keystrokes, or text entered

Students have no expectation of privacy when using school-issued devices or accounts. Parents/guardians may access the GoGuardian Parent App to view certain activity reports, but may not disable or remove the school's safety settings.

In addition to standard use monitoring, this program includes an additional component that monitors student actions for self harm, suicide, or other concerning behaviors and notifies the school crisis team. Students also receive a message from the program highlighting that their search is concerning and offering resources. Members from this crisis team will review alerts during school hours and respond appropriately. This monitoring response only occurs during standard school hours. While the program continues to monitor students for concerning actions and searches outside of school hours, notifications to the school crisis team will only be made during school hours. We recommend that parents/guardians remain vigilant about their child's internet use, especially during non school hours and holidays when school staff is unavailable.

Acceptable Use Policy

Use of school technology is governed by **Board Approved Policy 5045 – Student Acceptable Use Policy**. Students must:

- Use devices and accounts **only** for educational purposes
- Log in only with their own credentials and never share passwords
- Follow all teacher and school instructions for online conduct and participation

Students are prohibited from:

- Accessing, creating, or sharing obscene, threatening, harassing, or otherwise inappropriate content

- Using VPNs, proxy servers, unauthorized extensions, or other tools to bypass filters or monitoring systems
- Engaging in cyberbullying, cyber sexual bullying, or online harassment, including through social media
- Recording or distributing images, audio, or video of students or staff without permission
- Participating in illegal, dangerous, or disruptive online activities

Students are required to use school issued devices to support learning, academic integrity, and promote internet safety. Furthermore, CalPac issued devices have monitoring programming necessary to limit, direct, monitor, view, capture, and record student actions and device locations by school staff at any time.

Firewall Circumvention

Bypassing, disabling, or attempting to bypass or disable the school's internet filters, firewalls, or other security measures is strictly prohibited. This includes using VPNs, proxies, or other unauthorized tools.

Such actions may result in:

- Restricted or revoked access to school technology or platforms
- Required completion of digital citizenship or cyber safety training
- A conference with the student and family to review expectations and responsibilities
- Disciplinary action, up to and including removal from the independent study program if appropriate

Please refer specifically to board approved policy 5045 - Acceptable Use Policy on the CalPac website for the complete policy and expectations.

Technical Assistance

CalPac offers both online and phone support for technical difficulties experienced in the functioning of the online courses. For assistance, contact Tech Support.

Despite the presence of any technological problems, students are expected to maintain their pace in all of their courses. Students are responsible for seeking alternative methods of accessing their courses because time extensions will not be granted.

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 the School Administrator. The School Administrator will investigate the

situation and if warranted, will report this to the student's parent/guardian. The School Administrator may refer students to counseling, and if warranted, to law enforcement.

Synthetic Drug Use

At California Pacific Charter Schools, our foremost commitment is to safeguard the safety and well-being of our students. Recognizing the increasing prevalence of synthetic drug use among teenagers, which poses substantial risks to their health and overall development, we find it imperative to furnish resources and information addressing this issue. Pursuant to EDC 48985.5, CalPac will provide parents and students with information on the dangers of synthetic drugs in our annual notifications as well as on the website. https://www.cal-pacs.org/wp-content/uploads/2024/01/Synthetic-Drug-Info.pdf

Suspension/Expulsion Procedures

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 monthly Learning Period (LP) meetings. These participants may also interact from time to time during field trips and proctored testing events. The school has disciplinary procedures for student academic, interpersonal, and internet conduct. Discipline follows a process of escalating responses to each subsequent violation, with proper notifications and appropriate interventions at each step.

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

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

Academic Integrity, Harassment and cyberbullying, Acceptable Use, and Substance Abuse are discussed in sections above. These are clearly defined, and expectations and penalties are clearly set forth. Penalties are stepped up for each subsequent offense until the student becomes a candidate for expulsion.

Grounds for Suspension or Expulsion

CalPac's policy for expulsion is guided by California Education Code and is explicitly defined in the charter petition of each school. Grounds for possible suspension and recommendation for expulsion are outlined in California Ed Code 48900.

Suspension/Expulsion Procedures

For CalPac students within the Acton-Agua Dulce Unified School District, the applicable suspension and expulsion policy and procedure are set forth in the terms of the charter between California Pacific Charter - Los Angeles and Acton-Agua Dulce Unified School District. Copies of the charter petition can be found on the website or supplied upon request.

For CalPac students within the Warner Unified School District, the applicable suspension and expulsion policy and procedure are set forth in the terms of the charter between California Pacific Charter School and Warner Unified School District. Copies of the charter petition can be found on the website or supplied upon request.

For CalPac students within the Guerneville School District, the applicable suspension and expulsion policy and procedure are set forth in the terms of the charter between California Pacific Charter School and Guerneville Unified School District. Copies of the charter petition can be found on the website or supplied upon request.

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

Anti-Discrimination

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, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990.

Testing

Local Assessments and Reading Screeners

Students in grades 2 to 11 will take a start-of-year and end-of-year local assessment to determine grade level mastery in math and reading skills. Additionally, in accordance with Education Code Section 53008, students in kindergarten through grade two will complete a Reading Screener at least once during the academic school year. The results are used to see where students are performing in relation to their actual grade level and where additional intervention is needed to support all students in accessing grade level material. Please refer specifically to board approved policy 6040 - Local Assessment Policy on the CalPac website for all local assessment and reader screener information and requirements.

Final Exams

All high school students are required to take final examinations in all courses. K-8 courses may or may not have a final exam. Students may not “test out” of courses by only taking a final

exam. At no time will a student be given credit for a course for which only a final examination was submitted.

In order to validate the integrity of the assessment process, some high school final semester exams at CalPac must be proctored by a qualified professional (e.g., a school teacher, administrator, counselor, or paraprofessional who fulfills an instructional role, such as a librarian, university personnel, or test center administrator). Under no circumstances can a parent/guardian proctor a final exam or other assessment. Please refer specifically to board approved policy 6050 - Virtual Proctoring Policy on the CalPac website for further information on proctoring requirements.

Standardized Testing

Every year, California students take several statewide tests. When combined with other measures such as grades, class work, and teacher observations, these tests give families and teachers a more complete picture of their child's learning. You can use the results to identify where your child is doing well and where they might need more support.

****Please refer to the school calendar for exact dates each year. Please also remember that results and attendance from all state testings are directly tied to school funding per recent Local Control Funding Formula (LCFF) legislation and are an integral part of maintaining partnerships with our chartering school districts****

Pursuant to California *Education Code* Section 60615, parents and guardians may annually submit to the school a written request to excuse their child from any or all of the CAASPP assessments. This exemption does not exist for the ELPAC or Physical Fitness Test.

English Language Proficiency Assessments for California (ELPAC):

The ELPAC is the California assessment used to determine the English language proficiency (ELP) of students whose primary language is other than English. The ELPAC assesses four domains: Listening, Speaking, Reading, and Writing.

ELPAC Initial Assessment - The ELPAC Initial Assessment is given to students in grades K–12, whose primary language is not English to determine their ELP status. The Initial Assessment is administered only once during a student's time in the California public school system, based on the results of the home language survey.

ELPAC Summative Assessment - The Summative Assessment is given only to students in grades K–12 who have been identified as an English Learner (EL). ELs will take the assessment every year until they are reclassified as Fluent English Proficient.

Alternate ELPAC:

Students whose IEP identifies the use of an alternate assessment and who have a home language survey that lists a language other than English will take the Alternate Initial ELPAC, which identifies students as an English learner or as initially fluent in English. Students who are classified as English learner students will take the Alternate Summative ELPAC every year until they are reclassified as proficient in English. Both the Alternate Initial and Alternate Summative ELPAC are computer-based.

California Science Test (CAST):

The CASTs are developed by California educators and test developers specifically for California. They measure students' progress toward achieving California's state-adopted academic content standards science, which describes what students should know and be able to do in each grade and subject tested. This assessment is administered annually to students in grades 5, 8 and once in High School.

California Alternate Assessment (CAA) for Science

Students whose IEP identifies the use of an alternate assessment take the CAA for Science in grades 5 and 8 and once in high school, either in grade 10, 11, or 12. The CAA for Science is a series of four performance tasks that can be administered throughout the year as the content is taught.

California Assessment of Student Performance and Progress (CAASPP testing) for English Language Arts/Literacy (ELA) and Math (SBAC):

The SBAC utilizes computer-adaptive tests and performance tasks that allow students to show what they know and are able to do in English and math. The Summative Assessments are comprehensive end of year assessments aligned with the Common Core State Standards that measure progress toward college and career readiness. This assessment is administered annually to students in grades 3-8 and 11. Parents have the right to opt to exempt their student from participation in the California Assessment of Student Performance and Progress (CAASPP).

California Alternate Assessments (CAAs) for ELA and Math:

Students in grades 3–8 and grade 11 whose individualized education program (IEP) identifies the use of alternate assessments. The CAAs for ELA and math are computer-based tests that are administered one-on-one by a test examiner who is familiar with the student.

Physical Fitness Testing (PFT):

The PFT for students in California schools is the FITNESSGRAM®. The main goal of the test is to help students in starting life-long habits of regular physical activity. The test consists of five performance components: aerobic capacity, abdominal strength, trunk strength, upper body

strength, and flexibility. This assessment is administered annually to students in grades 5, 7 and 9.

Assessment Schedule

Local Assessments: Students in grades 2-11 are required to complete the STAR Renaissance assessments at the beginning and end of each school year. Additional assessment administrations may be given to support academic intervention initiatives as a measure of student growth and progress.

Reading Screener: Students in grades K-2 are required to complete the Amira Reading Screener at least once per school year. Screener dates will be shared by the teacher in advance. Additional screener administrations may be given to support academic intervention initiatives as a measure of student growth and reading progress.

California Science Test (CAST) and Smarter Balanced Assessment Consortium (SBAC): Students in grades 3-8, 11 and some 12th grade students will take the Smarter Balanced Math and ELA and/or CA Science Test during a four week window in the Spring of each school year.

English Language Proficiency Assessments for California (ELPAC): The Summative ELPAC is administered annually between February 1-May 31st. The initial ELPAC is administered within the first thirty days of enrollment once identified through a student's Home Language Survey.

Physical Fitness Testing (PFT): The designated testing window for administration of the PFT is February 1-May 31st.

Contact Information and Communication Policy

Email Accounts

A valid, working email account and phone number are required for all students and parents/guardians. If a student's or parents/guardian's email address, mailing address, or phone number changes, it must be updated with the School Counselor, office, or teacher within five (5) business days. iCloud email addresses do not work with our systems and emails may not be received.

To support access to the school provided Chromebook, CalPac supplies a monitored student email account upon enrollment to all students. This email account is required to sign in to the school provided computer and other required school apps and programs. CalPac staff will communicate with students at this school provided email address, and students are expected to check this email and use it for all communications with their teacher. Personal email accounts will not be accessible through the school provided Chromebook.

All students are expected to:

- meet with their teachers on a weekly basis through synchronous virtual meetings and homeroom sessions.
- use their school provided email address for all school related communication.

Tone of Contact

Students and parents/guardians must use school-appropriate language in communication with CalPac employees and peers. Students will not partake in cyberbullying or any form of harassment. Students should strive to use appropriate grammar and capitalization in their communications.

Authorized Contacts

At the time of enrollment, a student's parent/guardian is asked to approve any contacts that have the authorization to receive performance information about the student. Individuals with authorization are responsible for maintaining current contact information with the school. Per Family Educational Rights and Privacy Act (FERPA) law, school officials are only authorized to speak to parents/guardians listed at the time of enrollment.

School Communication Responsibilities

Email or voicemail sent to administrative personnel Monday through Thursday between 9:00 am and 6:00 pm Pacific Time (PT) will be addressed within twenty-four (24) hours of the time it was sent. Email or voicemail sent between 9:00 am and 6:00 pm PT the day before a weekend or holiday will be addressed on the next business day. Email or voicemail sent during non-office hours will be addressed within twenty-four (24) hours of the beginning of the following business day. Teachers will post their individual office hours on their course announcement pages and in their email signatures.

All submitted coursework will be graded within seventy-two (72) hours on business days, provided it is submitted on the appropriate due date. Longer written assignments such as essays and research papers may take up to a week from the submission date to be returned. Work submitted on Saturday or Sunday will be returned no later than the end of posted office hours on Tuesday, and work submitted Friday during school hours will be returned by the end of the posted office hours on Monday (or the next business day during school holidays). Students should keep this schedule in mind when submitting work to ensure sufficient time is provided for feedback.

Students who submit large quantities of assignments to a single instructor in a given day should not expect feedback within seventy-two (72) hours for more than one week's worth of work. Assignments will be returned in the order that they are scheduled for completion, not necessarily in the order that they were submitted.

Teachers who are scheduled to be away during regularly scheduled office hours (for professional meetings or vacation) will post the dates and times of those interruptions at least forty-eight

(48) hours in advance and will offer alternative contact information for academic assistance. Unanticipated absences due to illness or other emergencies will be reported to the School Administrator, who will find suitable alternatives for assistance. In cases of unanticipated absences, coursework may take longer to be graded.

Extra-Curricular Activities and Organizations

Clubs

Students may participate in school extracurricular activities. Please contact your School Counselor for the full list of clubs at your school, as well as the procedure for nominating new clubs. Clubs are held online and are open to any CalPac student.

Field Trips

CalPac offers field trip opportunities to currently enrolled students and their families. They are not required, and CalPac does not provide transportation to and from these events. California Education Code Section 35330(d) provides that all persons participating in an excursion shall be deemed to have waived all claims against CalPac for injury, illness or death occurring during or by reason of an excursion.

School Site Council

CalPac sponsors a School Site Council (SSC). The SSC will serve to share information from the school to the parent community, invite feedback and ideas from the parents/guardians to the school, and involve students in the school conversation. Parents/guardians are encouraged to participate.

Additional Annual Notices

CONSENT TO PHYSICAL EXAMINATION

EC 48980, 49451

California Pacific Charter Schools recognizes that periodic health examinations can help detect conditions that may affect learning and identify students who may qualify for special services under the Individuals with Disabilities Education Act (IDEA) or Section 504. However, parents or guardians have the right to withhold consent for their child's physical examination by submitting a signed, written statement annually to the school principal. Students exempted in this way will not be subject to physical examinations, but may be excluded from school if a contagious or infectious disease is suspected.

HPV IMMUNIZATION
EC 48980.4

In accordance with California Education Code Section 48980.4, California Pacific Charter Schools informs parents and guardians about the availability and importance of the Human Papillomavirus (HPV) vaccine. Students are advised to follow current immunization guidelines as recommended by the Advisory Committee on Immunization Practices (ACIP) of the Centers for Disease Control and Prevention (CDC), the American Academy of Pediatrics, and the American Academy of Family Physicians. These guidelines recommend full HPV immunization before a student enters or advances to the 8th grade.

For more information, please consult your healthcare provider or visit www.cdc.gov/hpv.

SURVEYS
Reference: EC 51513, 51514

In accordance with California Education Code Section 51513, California Pacific Charter Schools will notify parents and guardians in advance and obtain written consent before administering any test, questionnaire, survey, or examination that includes questions about a student's or their family's personal beliefs or practices related to sex, family life, morality, or religion. The notification will include the specific or approximate dates when such surveys are scheduled and will provide an opportunity for parents/guardians to opt their student out of participation. Parents/guardians may also request to review any third-party survey materials prior to administration

HUMAN TRAFFICKING PREVENTION EDUCATION
Reference: AB 1227

California has the highest number of incidents of human trafficking in the United States, and all students may be vulnerable. California Pacific Charter Schools believes it is a priority to inform our students about (1) the prevalence, nature of, and strategies to reduce the risk of human trafficking, techniques to set healthy boundaries, and how to safely seek assistance, and (2) how social media and mobile device applications are used for human trafficking. In accordance with the California Healthy Youth Act, CalPac will provide age-appropriate instruction on the prevention of human trafficking, including sexual abuse, assault, and harassment.

Parents/Guardians have the right to excuse their children from all or part of the instruction on the prevention of human trafficking. An opt-out form is available by request. Your consent for this instruction is NOT required. If the school does not receive a request to excuse your child, your child will be included in the instruction.

Information and materials for parents/guardians about the curriculum and resources on prevention of human trafficking and abuse, including sexual abuse, assault, and harassment are available at the administration office.

COLLEGE PREPARATORY OFFERINGS

Reference: EC 48980.6

In accordance with California Education Code § 48980.6, California Pacific Charter Schools provides this annual notice to parents and guardians of students in grades 7–12 regarding available dual enrollment and advanced academic opportunities.

California Pacific Charter Schools is proud to offer multiple pathways for students to earn college credit while in high school. Students may take college courses through concurrent enrollment at a local college campus or participate in college-level coursework through our partnership with Irvine Valley College. All students interested in dual enrollment must meet the eligibility requirements established by both our school and the participating college, which may vary. Students wishing to pursue dual enrollment coursework should consult with their assigned counselor.

In addition to dual enrollment, we offer Advanced Placement (AP) courses and a robust selection of A-G approved courses that meet University of California (UC) and California State University (CSU) admissions requirements.

To view our full course list, including dual enrollment options and A-G approved coursework, please visit:

California Pacific Charter School - Sonoma
https://hs-articulation.ucop.edu/agcourselist/institution/5422
California Pacific Charter School - San Diego
https://hs-articulation.ucop.edu/agcourselist/institution/1893
California Pacific Charter School - Los Angeles
https://hs-articulation.ucop.edu/agcourselist/institution/4998

Student/Parent Handbook

Revised August 2025~~September 2024~~

California Pacific Charter Schools
940 South Coast Drive #185, Costa Mesa, CA 92646
www.cal-pacs.org

Dear CalPac Families,

Welcome to California Pacific Charter Schools (CalPac)! We are pleased you have chosen us as your partners in education. Our goal is to provide your family with a personalized and supportive educational experience. CalPac seeks to serve students who benefit from learning that is flexible in pacing and delivery, is individually targeted, and is parent-friendly. As outlined in our mission and vision, we strive to create a culture that promotes individual needs, parent collaboration, and high achievement.

We are looking forward to supporting you and your child in your educational journey and hope this will be a rewarding and memorable year for your family.

Sincerely,



Christine Feher

Superintendent

California Pacific Charter Schools

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General Information

California Pacific Charter Schools (CalPac) serves three charter schools. They are:

- California Pacific Charter - Sonoma
- California Pacific Charter - San Diego
- California Pacific Charter - Los Angeles

CalPac Mission Statement

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

CalPac Vision Statement

California Pacific Charter Schools, in partnership with our community, will:

- Foster an enriching school environment to nurture individuals academically, socially, and emotionally so that they are equipped to tackle academic challenges and become productive, responsible, ethical, creative, and compassionate members of society.
- Forge strong, positive connections with students so they can build confidence, achieve independence, meet current and future challenges, develop social awareness, civic responsibility, and personal growth.
- Provide our graduates with a foundation that will enable them to be college and career prepared and to succeed in their post secondary endeavors.

CalPac Core Values

CALPAC CARES

COMMUNITY: We believe in a community of stakeholders who provide a supportive and inclusive environment to build student confidence and success.

ACCESSIBLE: We believe each student is unique and deserves a flexible and personalized learning program to meet their individual needs.

RIGOROUS: We believe in hiring highly qualified teachers and staff and providing rigorous and relevant curriculum designed for a community of diverse learners.

ENGAGING: We believe in empowering well-rounded and innovative students to develop 21st century skills and to engage fully in a global society.

SUPPORTIVE: We believe in supporting the whole student through allocation of resources, frequent guidance, empathy, compassion, and encouragement to help them reach their full potential.

Student Learning Outcomes (SLOs)

To meet the demands of the 21st century, CalPac graduates will be:

Creative and Complex Thinkers

- Students will propose, evaluate, and use a variety of strategies, tools, and skills to produce solutions.
- Students demonstrate the ability to recognize and analyze problems from multiple perspectives, including real-world situations.
- Students exhibit intellectual courage by advocating for their learning, seeking help when needed, and persevering when challenged.

Effective Communicators

- Students are able to actively engage in a variety of topics through polite and respectful conversation.
- Students exhibit articulate, effective, and persuasive communication orally, visually, and in writing to a diverse range of audiences using a variety of methods.
- Students will engage in cooperative relationships with teachers and peers.
- Students use technology in various forms to communicate and demonstrate knowledge effectively.

Community/Global Participant

- Students are prepared to meet the demands of college or career, demonstrating various skills in seeking employment and/or college admission.
- Students show respect for self and others and celebrate cultural diversity.
- Students will make positive contributions to their community (e.g., register to vote, care for the environment, volunteer).

Empowered and Independent Learners

- Students are self-directed, self-disciplined, self-monitored, and demonstrate self-corrective thinking.
- Students are curious, inquisitive thinkers, dedicated to lifelong learning.
- Students plan and study effectively and efficiently using time management skills.
- Students actively participate in the creation and pursuit of personal, academic, and professional goals.

Charter Authorizers

California Pacific Charter - Los Angeles, authorized by Acton-Agua Dulce Unified School District.

Board Approved 8-13-2025~~9-10-2024~~

California Pacific Charter- San Diego, authorized by Warner Unified School District

California Pacific Charter - Sonoma, authorized by Guerneville School District

Terminology

The following is a list of commonly used terms:

Master Agreement (MA) - This is an agreement between the school, the teacher, the student, and the parent. It outlines the available coursework, methods of study, available resources, methods of evaluation, learning period meetings, and board policies.

Acknowledgment of Responsibilities (AoR) - This is the acknowledgment of each party's responsibilities including, the school, the teachers, the student, and the parent. It outlines the educational responsibilities of the school, the teachers, the student, and the parent.

Homeroom Teacher (HR) - is a credentialed teacher of record who works with students in grades TK-12 and their families to support them in reaching their educational goals.

Content Teacher- teacher who teaches in a specific subject area, course, or class.

Learning Period (LP) - The instructional days between learning period meeting/the assignment.

WASC Accreditation

CalPac students are enrolled in schools that are fully accredited by the Western Association of Schools and Colleges (WASC).

School accreditation:

- certifies to the public that the school is a trustworthy institution of learning.
- validates the integrity of a school's program and student transcripts.
- fosters improvement of the school's program and operations to support student learning.
- assures a school community that the school's purposes are appropriate and being accomplished through a viable educational program.

Additionally, WASC accreditation is important because other schools, colleges and universities, and the military often require applicants to have transcripts from accredited schools.

School Site Council

CalPac believes that active parent and student participation in school operations and governance helps foster a public school's long-term sustainability as a successful program. We welcome parent and student involvement and value open and positive communication.

CalPac has established a School Site Council (SSC) that plays an important role in molding CalPac to be responsive to student and parent needs, and provide the opportunity for continual improvement. The SSC meets regularly and functions to make recommendations and provide feedback to school administration regarding specific areas of school operations. Those areas include:

1. Curriculum/Instruction/Assessment
2. School Program Development
3. Fundraising and Grants
4. School budget, including the LCAP

McKinney Vento Information

If you are in a situation that qualifies you as homeless based on the McKinney Vento definition included in the linked Education for Homeless Children and Youth Policy and you are interested in receiving information about resources available in your area, please contact the School Liason:
Yeni Sandoval~~Jennifer Byus~~
School Social Worker~~Counselor~~
855-225-7227 x230~~102~~
ysandoval~~jbyus~~@cal-pacs.org

CalPac will adhere to the provisions of the McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youths per applicable law.

Student Freedom of Speech/Expression

CalPac believes that free inquiry and exchange of ideas are essential parts of a democratic education. We respect students' rights to express views and opinions, take stands on issues, and support causes, even when such speech is controversial or unpopular.

Students shall have the right to exercise freedom of speech and the press including, but not limited to:

1. the use of bulletin boards

2. the distribution of printed materials or petitions
3. wearing of buttons, badges, and other insignia
4. the right of expression in official school publications. "Official school publications" refers to content produced by pupils in the journalism, newspaper, yearbook, or writing classes and distributed to the student body either free or for a fee. The program lead/director or designee will supervise the material produced by pupils to ensure it meets professional standards of English and journalism.

Students' freedom of expression shall be limited as allowed by California Education Code Section 48907, and other applicable state and federal laws. Students are prohibited from making any expressions or distributing or posting any materials that are obscene, libelous, or slanderous. Students also are prohibited from making any expressions that so incite students as to create a clear and present danger of the commission of unlawful acts at school-sponsored activities or events, the violation of school rules, or substantial disruption of the school's orderly operation. The use of "fighting words" or epithets is prohibited in those instances where the speech is abusive and insulting, rather than a communication of ideas, and the speech is used in an aggressive or abusive manner in a situation that presents an actual danger that it will cause a breach of the peace. A student shall be subject to discipline for out-of-school expression, including expression on Internet websites, when such expression poses a threat to the safety of other students, staff, or school property, or substantially disrupts the educational program.

Family Educational Rights and Privacy Act

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

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

   Parents or eligible students should submit to the program lead/director a written request that identifies the records they wish to inspect. The program lead/director will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

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

   Parents or eligible students who wish to ask the school to amend a record should write

the program lead/director, clearly identify the part of the record they want to be changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

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

   One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. For this purpose, a school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the school board. A school official also may include a volunteer or contractor outside of the school who performs an institutional service of function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

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

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

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

disclosures. A school may disclose PII from the education records of a student without obtaining the prior written consent of the parents or the eligible student:

- To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in §99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(2) are met.
- To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of §99.34.
- To authorized representatives of the U.S. Comptroller General, the U.S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the CDE. Disclosures under this provision may be made, subject to the requirements of §99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf.
- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid.
- To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to §99.38.
- To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction.
- To accrediting organizations to carry out their accrediting functions.
- To parents of an eligible student if the student is a dependent for IRS tax purposes.
- To comply with a judicial order or lawfully issued subpoena.
- To appropriate officials in connection with a health or safety emergency, subject to §99.36.
- Information the school has designated as "directory information" under §99.37.

Directory information, which is information that is generally not considered harmful or an

invasion of privacy if released, can also be disclosed to outside organizations without a parent's prior written consent. The primary purpose of directory information is to allow the school to include information from your child's education records in certain school publications. Examples include:

- A playbill, showing your student's role in a drama production
- An annual yearbook
- Honor roll or other recognition lists; and
- Graduation programs
- Video (Zoom Class Recordings)

Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. If you do not want the school to disclose any or all of the types of information designated below to outside organizations as directory information from your child's education records without your prior written consent, you must notify the school and "opt-out" of the directory.

Any and all of the following items of directory information relating to a student may be released to a designated recipient unless a written request is on file to withhold its release:

- Name
- Address
- Date of birth
- Dates of attendance (*e.g.*, by academic year or semester)
- Current and most previous school(s) attended
- Degrees and awards received

In addition, two federal laws require a school receiving assistance under the Elementary and Secondary Education Act of 1965, as amended, to provide military recruiters, upon request, with the following information: names, addresses and telephone listings, unless parents have advised the school that they do not want their student's information disclosed without their prior written consent.

Virtual Meeting ~~Zoom~~ Recording

California Pacific Charter Schools allows staff, including but not limited to, teachers and service providers, to record virtual ~~Zoom~~ meetings for educational purposes. Instructors and providers may record sessions to help students who miss class or for other internal use,~~use~~ such as reviewing teaching methods. Recordings comply with student privacy laws (FERPA) and will not be shared outside of the organization without permission. The school securely stores recordings

and deletes them after a set time.

California College Guidance Initiative Data Sharing

The California College Guidance Initiative (CCGI) is a state-authorized program that aims to streamline the college-going process for California students (EC Section 60900.5). It provides various resources, including CaliforniaColleges.edu, to help students explore and apply to California public colleges and universities.

Data Sharing and Student Privacy

The California Department of Education (CDE) shares enrollment data, including California Pupil Achievement Data System (CALPADS) data for public school students in grades 6-12 with the CCGI. This data sharing is mandated by law (EC Section 60900.5(a)).

How is the Data Used?

The data enables the CCGI to provide your child with:

- Direct access to online tools and resources for college planning and exploration.
- The ability to securely transmit their information to colleges and universities for admissions and academic placement considerations.
- Eligibility checks for student financial aid through the California Student Aid Commission.

Title IX Notice of Nondiscrimination

CalPac does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the school's non-discrimination policies:

Corrie Amador, Director of Human Resources
940 S Coast Dr, Suite 185
Costa Mesa, CA 92626
camador@cal-pacs.org
(855) 225-7227

Pregnant or Parenting Students

When a student or their parent/guardian informs any school employee of the student's pregnancy or related conditions, unless the employee believes that the Title IX Coordinator has already been notified, the employee must promptly provide the student or their parent/guardian with the Title IX Coordinator's contact information and inform the student or parent/guardian that the Title IX Coordinator can coordinate specific actions to prevent sex discrimination and ensure the student's equal access to the education program or activity. For more information on pregnant or parenting students, please refer to board adopted policy 5115 found on the school's website.

Annual Notice of Uniform Complaint Procedures

CalPac has the primary responsibility for compliance with federal and state laws and regulations for students who attend our schools. We have established Uniform Complaint Procedures (UCP) to address allegations of unlawful discrimination, harassment, intimidation, and bullying, and complaints alleging violation of state or federal laws governing educational programs, the charging of unlawful pupil fees and the non-compliance of our Local Control and Accountability Plan (LCAP).

We will investigate all allegations of unlawful discrimination, harassment, intimidation or bullying against any protected group as identified in California Education Code section 200 and 220 and Government Code section 11135, including any actual or perceived characteristics as set forth in Penal Code section 422.55 or on the basis or a person's association with a person or group with one or more of these actual or perceived characteristics in any program or activity conducted by the school, which is funded directly by, or that receives or benefits from any state financial assistance. The UCP shall also be used when addressing complaints alleging failure to comply with various other state and/or federal laws.

A pupil enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.

A pupil fee includes, but is not limited to, all of the following:

1. A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity.
2. A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
3. A purchase that a pupil is required to make to obtain materials, supplies, equipment, or

clothes associated with an educational activity.

A pupil fees or LCAP complaint may be filed anonymously if the complainant provides evidence or information leading to evidence to support the complaint.

A pupil fee complaint must be filed with the Charter School's Human Resources no later than one year from the date the alleged violation occurred. A complaint of noncompliance should be filed first with the Superintendent or designee under the Uniform Complaint Procedures. A complainant unsatisfied with the decision of the program lead/director may appeal the decision and shall receive a written appeal decision within 60 days of receipt of the complaint.

Complaints other than issues relating to pupil fees must be filed in writing with the following person designated to receive complaints:

Corrie Amador, Director of Human Resources
940 S Coast Dr, Suite 185,~~185~~ Costa Mesa, CA 92626
camador@cal-pacs.org
(855) 225-7227

Complaints alleging discrimination, harassment, intimidation, or bullying, must be filed within six (6) months from the date the alleged discrimination, harassment, intimidation, or bullying, occurred or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying, unless the time for filing is extended by the school administrator or his or her designee.

Complaints will be investigated and a written decision or report will be sent to the complainant within sixty (60) days from the receipt of the complaint. This time period may be extended by written agreement of the complainant. The person responsible for investigating the complaint shall conduct and complete the investigation in accordance with local procedures adopted under 5 C.C.R. § 4621.

The complainant has a right to appeal our decision of complaints regarding specific programs, pupil fees and the LCAP to the CDE by filing a written appeal within 15 days of receiving our decision. The appeal must be accompanied by a copy of the originally-filed complaint and a copy of our decision.

The complainant is advised of civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable.

A copy of our UCP compliant policies and procedures is available free of charge.

Parent Liability for Student Conduct

The law states that a parent or guardian of any minor whose willful misconduct results in injury or death to any pupil or any person employed by, or performing volunteer services for, a school or who willfully cuts, defaces, or otherwise injures in any way any property, real or personal, belonging to a school, or personal property of any school employee, shall be liable for all damages so caused by the minor.

Further, the parent or guardian of a minor shall be liable to a school for all property belonging to the school loaned to the minor and not returned upon demand of an employee of the school authorized to make the demand.

Any school whose real or personal property has been willfully cut, defaced, or otherwise injured, or whose property is loaned to a pupil and willfully not returned upon demand of an employee of the school authorized to make the demand may, after affording the pupil his or her due process rights, withhold the grades, diploma, and transcripts of the pupil responsible for the damage until the pupil or the pupil's parent or guardian has paid for the damages thereto, unless otherwise directed by the Superintendent as outlined in board approved policy number 5130 - Damaged or Lost Instructional Materials located on the CalPac website. The school will notify the parent or guardian of the pupil's alleged misconduct before withholding the pupil's grades, diploma, or transcripts.

Alcohol, Tobacco, and Drugs

CalPac does not tolerate the illegal use, possession, or sale of drugs, alcohol, tobacco, or related paraphernalia by students while engaged in school-sponsored educational activities or events. School administrators are required to take immediate action to prevent, discourage, and eliminate the illegal use, possession, or sale of drugs, alcohol, tobacco, or related paraphernalia while engaged in school-sponsored educational activities or events. Students found in violation are subject to discipline, up to and including suspension and/or expulsion.

Smoking and the use of all tobacco products, including the use of electronic nicotine delivery systems such as e-cigarettes, is prohibited on all CalPac property, including any owned or leased buildings and in school vehicles, at all times by all persons, including employees, students, and visitors.

Proper Storage of Firearms

The purpose of this section is to inform and to remind parents and legal guardians of all students in California Pacific Charter Schools of their responsibilities for keeping firearms out of the hands of children as required by California law.

There have been many news reports of children bringing firearms to school or school sponsored events. In many instances, the child obtained the firearm(s) from their home. These incidents can be easily prevented by storing firearms in a safe and secure manner, including keeping them locked up when not in use and storing them separately from ammunition.

Please take some time to review the information below and evaluate your own personal practices to assure that you and your family are in compliance with California law.

- California makes a person criminally liable for keeping a loaded firearm, under their custody and control, where that person knows or reasonably should know that a child is likely to gain access to the firearm without the permission of the child's parent or legal guardian and the child obtains access to the firearm and thereby: (1) causes death or great bodily injury to the child or any other person; (2) carries the firearm to a public place, including to any preschool or school grades kindergarten through twelfth grade, including to any school-sponsored event, activity, or performance; or (3) brandishes a firearm to others. The criminal penalty may be greater if someone dies or suffers great bodily injury as a result of the child gaining access to the firearm.
- As of 2014, California makes a person criminally liable if they negligently store or leave any loaded firearm on their premises where a child is likely to gain access to it—regardless of whether or not the child brings the gun to a public place.
- A parent or guardian may also be civilly liable for damages resulting from the discharge of a firearm by that person's child or ward. These damages may be up to $30,000 per victim.

Note: Gun owners may avoid criminal liability under California Penal Code Section 25100 by keeping their firearm in a locked container or secured with a locking device that renders the firearm inoperable.

~~Thank you for helping to keep our children and schools safe. Remember that the easiest and safest way to comply with the law is to keep firearms in a locked container or secured with a locking device that renders the firearm inoperable. For more information on the proper storage of firearms, you may visit this website.~~

Comprehensive School Safety Plan and Emergency Preparedness

CalPac follows a ~~its~~ Comprehensive School Safety Plan to ensure emergency and disaster preparedness. Due to the virtual nature and wide geographic reach of our program, we encourage parents and guardians to develop and discuss household emergency plans with their

children. This includes steps such as creating a home fire evacuation plan, identifying safe places to stop, drop, and cover during an earthquake, and preparing emergency supply kits to keep at home.

In the event of an emergency during a live (synchronous) class session, the teacher or staff member will pause instruction and advise students to follow safety procedures appropriate for their home environment.

Schoolwide safety drills may also take place during class sessions throughout the school year to help students practice preparedness.

CalPac actively monitors natural disasters such as wildfires and flooding, severe weather, and power outages. During known emergency events, the school will make every effort to contact families in affected areas and provide relevant resources.If your family is impacted by a natural disaster, outage, or other emergency, please notify your child's homeroom teacher as soon as you are safely able to do so.

Bullying Policy

CalPac recognizes the harmful effects of bullying, hazing, or other behavior that infringes on the safety and well-being of students or interferes with learning or teaching. We desire to provide a safe school culture that protects all students from physical and emotional harm. Student safety is a top priority, and the school will not tolerate discrimination, harassment, intimidation, or bullying of any kind.

"Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:

(a) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
(b) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
(c) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
(d) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.

"Electronic act" means the creation or transmission of a message (*e.g.*, a text message, sound

recording, video, image, social media post, etc.) by means of an electronic device, including, but not limited to, a telephone, computer, tablet, pager, or other communication devices.

Bullying that occurs outside of school but negatively impacts the school environment or ability of a student to perform in school is considered bullying. Violations of our zero-tolerance policy on bullying may lead to discipline up to and including suspension and/or expulsion. ¶

Child Abuse Reporting

Teachers, instructional aides, classified staff, and other school employees are required by law to report all known or suspected cases of child abuse or neglect to the appropriate law enforcement or child welfare agency. (Pen. Code, § 11166.) ¶

Suicide Prevention Policy

Beginning with the 2017-2018 school year, charter schools serving students in grades 7-12 are required to adopt a student suicide prevention policy in consultation with school and community stakeholders and others.

Protecting the health and well-being of all students is of the utmost importance to our school. The school board has adopted a suicide prevention policy which will help to protect all students through the following steps:

1. Students will learn about recognizing and responding to warning signs of suicide in friends, using coping skills, using support systems, and seeking help for themselves and friends. At the beginning of each school year, an informational pamphlet will be provided to each student's parent or guardian. It is the responsibility of each student's parent or guardian to review this information with him or her. If parents or guardians have any questions about the material, they can contact the school's appointed suicide prevention liaison.

2. The school has designated a suicide prevention coordinator to serve as a point of contact for school staff to communicate with when students are in crisis and require referrals to the appropriate resources for support.

3. When a student is identified as being at risk, they will be assessed by a school employed mental health professional who will work with the student and help connect them to appropriate local resources.

4. Students will have access to national resources which they can contact for additional support, such as:

- The National Suicide Prevention Lifeline –1.800.273.8255 (TALK),
- The Trevor Lifeline – 1.866.488.7386, The Trevor Project

5. All students will be expected to help create a school culture of respect and support in which students feel comfortable seeking help for themselves or friends. Students are encouraged to tell any staff member if they, or a friend, are feeling suicidal or in need of help.

6. Students should also know that because of the life or death nature of these matters, confidentiality or privacy concerns are secondary to seeking help for students in crisis.

7. For a more detailed review of the school policy, please see our full comprehensive suicide prevention policy.

This policy has been developed and adapted from the "Model School District Policy on Suicide Prevention", which is a resource that outlines comprehensive model policies and best practices for schools to follow to protect the health and safety of all students. This resource was developed by examining strong local policies, ensuring that they are in line with the latest research in the field of suicide prevention, and identifying best practices for a national framework.

~~Student Device Monitoring~~¶

~~CalPac uses a computer monitoring program on all school issued Chromebooks that tracks and monitors all student actions while using the device, including limiting, directing, monitoring, viewing, capturing, and recording student actions and device locations. Device monitoring can not be altered or disabled. Students will see a tiny pop up next to their browser window indicating that their work is being monitored by this program. Please refer to the complete Acceptable Use Policy for additional details on student expectations for using school provided devices.~~ ¶

~~In addition to standard use monitoring, this program includes an additional component that monitors student actions for self harm, suicide, or other concerning behaviors and notifies the school crisis team. Students also receive a message from the program highlighting that their search is concerning and offering resources. Members from this crisis team will review alerts during school hours and respond appropriately. This monitoring response only occurs during standard school hours. While the program continues to monitor students for concerning actions and searches outside of school hours, notifications to the school crisis team will only be made~~

~~during school hours. We recommend that parents/guardians remain vigilant about their child's internet use, especially during non-school hours and holidays when school staff is unavailable.~~

Student Admissions and Enrollment

Recruitment and admissions policies, procedures and activities comply with state and federal law and are outlined in the individual charter petitions for each school.

Students will be considered for admission without regard to ethnicity, national origin, gender, disability, or achievement level. Admission will not be determined according to the place of residence of the student or parents, except as required by law. Prior to admission, all parents must agree to and sign the Master Agreement. All students' continued enrollment shall depend upon them fulfilling the terms of the Master Agreement. Enrollment space will be based on need in the community and availability of qualified, trained,~~trained qualified~~ credentialed teachers to serve as the teacher of record.

CalPac will be non-sectarian in its programs, admissions policies, employment practices, and all other operations shall not charge tuition, and shall not discriminate on the basis of race, ethnicity, national origin, gender, disability, or any other characteristic listed in California Education Code Section 220 (or association with an individual who has any of those characteristics).

Student Enrollment

An enrollment application must be completed and signed by the parent/guardian prior to a student being considered for enrollment and placed on our assigning list.

Applications are considered complete when the student and parent/guardian who wishes to enroll has submitted the required application and the required documents for enrollment. To the extent required by applicable law, a complete application includes, but may not be limited to, the following properly submitted documents/information:

- Birth certificate or proof of birthdate – All students
- Immunization record or Non-Classroom Based Waiver – All students
- Proof of Residency - All students
- Proof of Tdap (whooping cough vaccination) – Students entering 7th-12th grades or waiving vaccinations
- Health Exam – TK, Kindergarten and 1st grade students and any student entering the public school system for the first time - or the signed form waiving this requirement
- Oral Health Exam – TK, kindergarten and 1st grade students and any student entering the public school system for the first time- or the signed form waiving this requirement

- Caregiver Authorization Affidavit - Only if person enrolling student is not the parent or legal guardian

All foreign documents, including immunization records, transcripts, and birth certificates must be officially translated prior to submission.

A student and parent/guardian who submits incomplete enrollment applications will be sent notice of what is needed to complete their application. The student and parent/guardian will be expected to update the enrollment information with the requested documents in order for their application to be processed.

Acceptance of a student's enrollment application does not constitute enrollment with CalPac. A student is not considered enrolled until the student, student's parent, legal guardian or caregiver (if the student is less than 18 years of age) have signed the Master Agreement.

Enrollment Requirements

To be considered for enrollment in CalPac, students must live in one of the following counties: Sonoma, Mendocino, Marin, Lake, and Napa, Solano, San Diego, Imperial, Riverside, Orange, San Bernardino, Los Angeles, Kern and Ventura. In accordance with charter law, students may not be concurrently enrolled in this school and any other private or public school. It is not necessary to obtain an inter/intra-district transfer from your local school district to attend CalPac. To maintain enrollment, students must continually physically reside in one of the aforementioned counties. Any travel more than 14 calendar days outside of the county in which the student resides, must be approved by the grade-level administrator. ~~and a travel plan document must be completed and signed.~~ If a student travels outside of California, all special education services will cease until the student~~they~~ returns, and compensatory time will not be offered. Any students who resides outside of the county for more than 30~~x~~ days will be involuntarily removed~~withdrawn~~ from CalPac.

Before the student can be enrolled in CalPac, specific documentation needs to be signed. These documents include the Master Agreement, the Acknowledgment of Responsibilities, and other school policy forms.

Grade Level Placement

In accordance with California state law, a student's grade level placement will be based on their date of birth. Students will be placed in the appropriate grade by the guidance department using a Grade Level Placement Chart. A student will be eligible for kindergarten enrollment if their birth date is on or before September 1st of the school year they wish to apply.

CalPac follows the standard practice of reciprocity between other districts and states if grade placement is within the appropriate age range~~age range~~ and in correspondence with the current school calendar year. When a child has been legally enrolled in a public school of

another district within or out of the state, he or she may be admitted to school and placed in the grade of enrollment in the district of former attendance, at the discretion of the school administration of the district entered. (California Education Code Section 48011)

CalPac Grade Level Placement Chart

Specific guidelines for Transitional Kindergarten, Kindergarten, and 1st Grade:

- **Transitional Kindergarten (TK):** Children who are age-eligible for Transitional Kindergarten (fourth birthday occurs on or before September 1st of that school year) will be placed accordingly. Parents do not have an option to petition for a Kindergarten placement.
- **Minimum age requirement for Kindergarten:** A child shall be admitted to a Kindergarten at the beginning of a school year, or at any later time in the same year if the child will have his or her fifth (5th) birthday on or before September 1st of that school year. (EC Section 48000; Kindergarten Readiness Bill 1381)
    - Kindergarten Continuance Form (English)
    - Available Translations of the Kindergarten Continuance Form
- **1st Grade placement if did not attend kindergarten:** A child shall be admitted to the first (1st) grade of an elementary school during the first month of a school year if the child will have his or her sixth (6th) birthday on or before September 1st of that school year. (EC Section 48010)

~~Transitional Kindergarten (TK)/Kinder Placement¶~~

~~Transitional Kindergarten (TK): To be TK eligible, students must turn four five between by September 12 and February 2 (see grade level chart above for year). Kindergarten age-eligible students are allowed to choose TK if their 5th birthday is between June 1st-September 1st. Students with a 45th birthday after February 2, may enter TK on or after their 45th birthday. ¶~~

~~**Kindergarten**: Students must turn five on or before September 1 to enroll in kindergarten (see grade level chart above for year)~~

~~Kindergarten Continuance Form (English)¶~~

~~Available Translations of the Kindergarten Continuance Form~~

Adult Student Enrollment

Effective July 1, 2004, California State Law prohibits the enrollment of any student aged 19 years or older who has not been continuously enrolled since their 18th birthday and is making regular progress towards a high school diploma.

Previous Expulsion

Students who wish to apply that are under a current expulsion order from another school or are seeking enrollment immediately after their expulsion term at their previous school, must submit a copy of any expulsion reports from that school and any related documentation with the student enrollment application for review.

For students who seek admission at California Pacific Charter ~~– San Diego within the Warner Unified School District~~, the decision to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the ~~governing board following a meeting with~~ the Superintendent or designee and the pupil and guardian 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 Superintendent or designee shall make a recommendation t~~o the governing board~~ following the meeting regarding the~~his or her~~ determination.

~~For students who seek admission at California Pacific Charter – Los Angeles within the Acton-Agua Dulce Unified School District, the decision to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the governing board following a meeting with the Superintendent or designee and the pupil and guardian 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 Superintendent or designee shall make a recommendation to the governing board following the meeting regarding his or her determination.~~ ¶

~~For students who seek admission at California Pacific Charter – Sonoma within the Guerneville School District, the decision to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the governing board following a meeting with the Superintendent or designee and the pupil and guardian 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 Superintendent or designee shall make a recommendation to the governing board following the meeting regarding his or her determination.~~

Enrollment/Application Timeline

Students may apply for admission at any time during the academic year. However, if a student applies for admission at CalPac when the charter school is at capacity, the application will be held until space becomes available following CalPac's Lottery Policy. Please refer specifically to board approved policy 5066 - Lottery Policy on the CalPac website.

Concurrent K-12 Enrollment

In accordance with California Education Code Section 47602(b) and Title 5, California Code of Regulations Section 11965(a), no student may be enrolled in CalPac at the same time they are enrolled at another public or private school. CalPac reserves the right to evaluate whether a program is considered dual enrollment, as outlined in the California Education Code. The only possible exception is enrollment in either a community college or a Regional Occupation Program (ROP). Students who wish to participate in such programs need to have prior approval from CalPac.

Private Schools and Concurrent K-12 Enrollment

California Education Code clearly states that students may not be enrolled at a California Public Charter School and a private school concurrently. Private schools are defined as vendors who are registered by the California Department of Education (CDE) as private schools that charge tuition and teach core classes.

Transitional Kindergarten (TK) and Kindergarten Pre-School Concurrent Enrollment

Transitional Kindergarten (TK) and kindergarten students may be enrolled in CalPac and a two-three day a week preschool concurrently, so long as the criteria (below) are met.

Students enrolled in TK and Kindergarten at CalPac may not use educational funds provided by CalPac to enroll their students in private, after school programs or private preschool programs. However, parents and guardians may opt to pay for private, after school programs or private preschool programs while their student is enrolled in either TK or Kindergarten at CalPac so long as the parents/guardians:

1. Pay for the private, after school program or preschool program solely using their own funds; and,
2. Complete the coursework required of all students enrolled in TK or Kindergarten at CalPac while their student is actively enrolled in either TK or Kindergarten.

Independent Study Attendance and Progress Requirements

Master Agreement

The Master Agreement is a legal contract between CalPac and the student, parent/guardian, supervising teacher, and other responsible persons. The agreement documents the course of study, curriculum, and the time, manner, and frequency of the student's meetings with the faculty. It is updated and signed annually. Each agreement shall be signed and in effect prior to the student's attendance reporting start dates.

Attendance Policy~~Policies~~

Attending a virtual school can be an exciting educational adventure. However, transferring from a traditional in person school to an online school can be a big change ~~transition~~ for any student. Without the constraints of classroom walls, students must decide when and where to work on course assignments within the guidelines of the program. Most students need extra guidance with these decisions when first starting an online program. Parents and teachers must work in partnership to provide the necessary guidance and direction for students to attend school and complete assigned work each week.

CalPac provides students with the opportunity to experience engaging, rigorous coursework while attending a school with greater flexibility than in a traditional school. However, as a provider of public school education, CalPac must comply with state attendance regulations*. Students of CalPac schools are required to attend and participate in their online courses as they would in any other school setting. Additionally, state laws governing~~governng~~ independent study prevent excused absences regardless of the reason.

- Students are required to log in and to complete work in their online courses each school day. **
- ~~Students are required to post in the learning log a brief summary of any work completed on or offline for the day.¶~~
- It is the expectation that students follow each course's assignment calendar/pacing guide~~complete at least one assignment per day~~ and to complete assignments by their posted due dates.
- If a student has difficulty with an assignment or has questions on an assignment, it is his/her responsibility to reach out to his/her instructor.
- Despite any technical difficulty, students are responsible for completing their academic assignments and adhering to the attendance policy.
- Students are required to attend Live Sessions for each of their courses per the course/school policy or identified by the academic year.

- Students must check-in with their teachers every week via phone, text message, online classroom, or email.
- Students are required to participate remotely or attend all state testing in person at a designated location.

Attendance noncompliance will trigger the school's student re-engagement process and continued noncompliance may result in involuntary removal from the school. Please refer specifically to board approved policy 6115 - Attendance, Support, and Involuntary Removal Policy on the CalPac website for the complete policy and expectations.

**Note: Specific state attendance requirements may vary and are delineated in the Student/Parent Handbook. Even if all assignments are completed prior to the due dates, students must log in to the system and check the following daily: Discussion Board, Emails, Grades, Announcements, class Live Sessions, and class meetings. Students are required to journal their educational activities, both online and offline, including Live Session attendance.*

***Note: While there are no excused absences in independent study,t~~T~~here are certain times and situations that are exempt from the above requirement (e.g., certain holidays, religious holidays, documented student~~stuent~~ illness~~pre-arranged family vacations~~, and family emergencies).*

¶

Adequate Progress Policy

CalPac is committed to student success. Our program strives to support students ~~in~~ to make adequate academic progress toward mastering grade-level content, completing all courses, and ultimately earning a high school diploma within their established 4-year graduation cohort.~~the completion of course work for the purpose of making adequate academic progress toward earning a high school diploma within the established 4-year graduation cohort~~.

- Complete 100% of assigned coursework by the due date.
- Complete a minimum of 20% of each actively assigned class approximately every 20 school days. (Traditional Program)
- Complete a minimum of 1 actively assigned academic course, excluding PE, for each established learning period. (Credit Recovery and Foundations Programs Only)
- Attend all required classes, meetings, and in-person state testing appointments, as determined by the program.
- Attend all scheduled meetings with the student's homeroom teacher, counselor, SAI provider, administrator, or other specialized service providers, when applicable.

Adequate progress noncompliance will trigger the school's student re-engagement process, including potential placement on academic probation. Continued noncompliance may result in involuntary removal from the school. Please refer specifically to board approved policy 6055 - Adequate Progress Policy on the CalPac website for the complete policy and expectations.

~~**Notice of Comprehensive Health Education**¶~~

~~In order to meet the state requirements of the California Healthy Youth Act, all 8th and 10th grade students will complete comprehensive grade appropriate health lessons in their PE 8 and PE 10 courses. Lessons provide foundational scientific knowledge about the reproductive systems, adolescent development, abstinence, safe sex and birth control methods, pregnancy, sexual transmitted infections, communicable diseases, and healthy relationships.¶~~

~~The California Healthy Youth Act requires that comprehensive sexual health education and human immunodeficiency virus (HIV) prevention education be taught to students at least once in middle school and once in high school. Instruction and materials must be medically accurate, objective, age-appropriate and inclusive of all students, as defined by law. The law requires that instruction and materials must encourage students to communicate with parents, guardians or other trusted adults about human sexuality.¶~~

~~A list of lesson topics is available by request. For information on the California Healthy Youth Act, Notice and Parental Excuse, and Education Code section 51938, please visit the California Legislative Information Web page.¶~~

~~If you do not want your student to participate in comprehensive sexual health or HIV prevention education, please provide a signed, written note to Mrs. Bayer at lbayer@cal-pacs.org. ¶~~

Academics

Curriculum

CalPac uses state standards aligned nonsectarian digital curriculum selected by the school's curriculum review committee with input from teachers, students, and parents/guardians. Curriculum is reviewed and updated on a multi year cycle. The selected curriculum serves as a student's independent study work for each class course and is overseen by the credentialed teacher of that class. Certain courses and grade levels may also include consumable workbook materials provided to the student. ~~the~~ Edgenuity curriculum ~~and, Bright Thinker~~Accelerate ~~curriculum, and Edmentum curriculum.~~ The curriculum for CalPac is copyright protected, but students may print pages for their educational use.

CalPac reserves the right to revise, add, or delete courses. Full notification of changes will be communicated via email, and all changes will be noted on the CalPac website.

Supplemental Curriculum

Additional curriculum, including skills practice like Freckle, is integrated into courses and is used to supplement and enrich the main course curriculum. Supplemental curriculum may make up a portion of the final grade in the class at the school's and teacher's discretion.

Course Catalog (High School Only)

A complete list of course offerings for high school students can be found on our website at https://www.cal-pacs.org/academics/courses/. Courses are subject to change and may not be offered every semester.

Prerequisites (High School Only)

Mastery of a specific body of knowledge is necessary if students are to be successful in their courses. Most commonly, such knowledge is measured by the successful completion of the prerequisite course listed in the course description. "Successful completion" is defined by a grade of "A," "B," "C," "D," or "P" in the prerequisite course. Grades that are not acceptable are "F," "I," or "NG."

How to Clear a Prerequisite

Students enrolling in a course with a prerequisite will be required to do one of the following:

1. Complete the required prerequisite course(s) at CalPac with a satisfactory grade that is a grade of "A," "B," "C," "D," or "P."
2. Submit transcripts – provide grade transcripts from another high school, if appropriate. Such transcripts must demonstrate satisfactory completion of the prerequisite course, that is, completion of the course with a grade of "A," "B," "C," "D," or "P." Students must present transcripts to their School Counselor for a transcript review as soon as possible.

It is at the school's discretion to accept or deny the request to waive the prerequisite course requirement.

Students who submit transcripts for transcript review of a course not taken at CalPac to clear a prerequisite course, may or may not be enrolled in the class depending upon the outcome of the review. If the review is approved, students will be allowed to enroll in the class. If the review is denied, students will be notified that they will need to choose another course for enrollment.

Notice of Comprehensive Health Education

In order to meet the state requirements of the California Healthy Youth Act, all 8th and 10th grade students will complete comprehensive grade appropriate health lessons in their PE 8 and PE 10 courses. Lessons provide foundational scientific knowledge about the reproductive systems, adolescent development, abstinence, safe sex and birth control methods, pregnancy,

sexually~~sexual~~ transmitted infections, communicable diseases, menstrual health, and healthy relationships.

The California Healthy Youth Act requires that comprehensive sexual health education and human immunodeficiency virus (HIV) prevention education be taught to students at least once in middle school and once in high school. Instruction and materials must be medically accurate, objective, age-appropriate and inclusive of all students, as defined by law. The law requires that instruction and materials must encourage students to communicate with parents, guardians or other trusted adults about human sexuality.

A list of lesson topics is available by request. For information on the California Healthy Youth Act, Notice and Parental Excuse, and Education Code section 51938, please visit the California Legislative Information Web page.

If you do not want your student to participate in comprehensive sexual health or HIV prevention education, please provide a signed, written note to Mrs. Bayer at lbayer@cal-pacs.org.

CalPac Course Policies

Adding a Course

All course enrollment requests must be submitted by a parent/guardian or adult student. Students who want to add a course to their schedules must receive approval for the new enrollment from the assigned School Counselor.

Transfer Between Two Courses

Students requesting a transfer from one course to another must submit a written request (email is acceptable) from a parent/guardian or the adult student to the assigned School Counselor. This applies even if the transfer is suggested by an instructor or School Counselor. Students may only request a transfer from one course to another during the first ten (10) business days of the course.

Dropping a Course

Students requesting a drop must submit a written request (email is acceptable) from a parent/guardian or adult student to the School Counselor. The School Counselor must approve all drops before processing. Elective drops for middle school students must be approved by the Assistant Director of TK-8.

Students have ten (10) school days from when a course is added to change/drop the course without penalty. Once the 10-day grace period has passed, any course dropped will receive the earned letter grade on the student's transcript. Courses added with less than ten (10) school days left in the semester cannot be dropped.

After the drop is processed, the parent/guardian and the student will receive a Master Agreement Addendum to sign, which reflects the course changes. Students who drop all of their courses will be considered withdrawals from the CalPac program.

Credit Recovery Program (High School Only)

Students enrolled in CalPac's Credit Recovery Program will complete the coursework for the 16-20 week courses at their own pace. Students are held to the same rigor and standards as those in traditional courses but have the opportunity to complete the work at a faster pace to recover credits and get on track for graduation. Students must be deficient in credits to enroll in the credit recovery program or receive administrative approval.

Foundations Program (High School Only)

Students enrolled in CalPac's Foundation Program will complete the coursework for the 16-20 week courses at their own pace. Foundation classes are accelerated through prescriptive testing allowing students to complete courses at a much faster pace than in the traditional program. The courses in the Foundations Program are not a-g approved. Students must be deficient in credits to participate. All students and their parent/guardian must meet with a counselor or administrator prior to enrollment and have parent/guardian written approval.

Graduation Requirements

CalPac awards five credits per course per semester. 220 credits are required to graduate. Students are eligible for a diploma when all requirements have been met. Diploma requirements are as follows:

Subject Area	Credits
English	40
Mathematics (to include Algebra I)	20
Life Science	10
Physical Science	10
Visual & Performing Arts/Foreign Language/CTE	10
World History	10
American History	10
American Government	5

Economics	5
Physical Education	20
Elective Units	80
Total Credits	**220**

A-G Requirements

To be considered for admission to the University of California (UC) or California State University (CSU) systems, students must complete 15 yearlong A-G high school courses with a grade of C or better—at least 11 of them before senior year.

Minimum A-G requirements for UC/CSU admissions can be found here: https://admission.universityofcalifornia.edu/admission-requirements/freshman-requirements/subject-requirement-a-g.html

Courses must be submitted for approval by the UC Office of the President. CalPac uses Edgenuity curriculum, which has been A-G approved as a curriculum provider. CalPac's A-G course lists can be found here:

California Pacific Charter School - Sonoma
https://hs-articulation.ucop.edu/agcourselist/institution/5422
California Pacific Charter School - San Diego
https://hs-articulation.ucop.edu/agcourselist/institution/1893
California Pacific Charter School - Los Angeles
https://hs-articulation.ucop.edu/agcourselist/institution/4998

Requirements can also be satisfied by completing college courses or earning specific scores on SAT, Advanced Placement, or International Baccalaureate exams. Details about examination and coursework that satisfy the A-G requirements can be found here - https://admission.universityofcalifornia.edu/admission-requirements/freshman-requirements/subject-requirement-a-g.html

Grades and Credit

Report Cards

All students in grades TK-12 will receive an official report card with grades and comments on their academic performance for that semester. Students in grades TK-2 receive a numerical proficiency grade from 1-4 while students in grades 3-12 receive a letter grade.

Students with questions about grades, averages, or course progress should contact the instructor immediately.

CalPac uses a traditional 4.0 scale in determining Grade Point Average (GPA).

Letter Grade	Percent Grade	4.0 Scale
A+	97-100%	4.0
A	93-96%	4.0
A-	90-92%	3.7
B+	87-89%	3.3
B	83-86%	3.0
B-	80-82%	2.7
C+	77-79%	2.3
C	73-76%	2.0
C-	70-72%	1.7
D+	67-69%	1.3
D-	63-66%	1.0
D	60-62%	0.7
F	Below 60%	0.0

CalPac's policy is not to round grades. Students must earn the minimum required percentage at any bandwidth to be awarded the grade.

High School Only: Credit is granted only for courses that earn a minimum of 60% out of a possible 100%. Honors and AP courses are weighted per UC/CSU policy. Grades TK-8 do not receive course credits.

Grade Revision Policy

Grades represent a student's mastery of concepts and skills at a given point in time. There are very few situations in which it is appropriate to change a student's grade retroactively. A change to an existing grade can be made for the following reasons -

- Grade calculation/entry error
- Grade updated based on completion of outstanding coursework (marks of incomplete ["I"'] only; this may not be used for credit recovery)

Any correction of a grade must take place within one year of the start date of the course in which the grade was assigned. *Ex. The student receives an "I" for English 1 S1 on Jan 27, 2020, so the grade change must be requested by Jan 27, 2021 – exactly one year from the first day of class.*

Incomplete Grades Policy

An Incomplete ("I") is a temporary grade which may be given at the course teacher's discretion with administrative approval.

The following provisions for Incomplete grades apply:

- Specific understanding/contract with a specified completion date between student and the course teacher of what is expected to pass the class successfully.
- Before the end of the outlined term, the teacher must notify the registrar of the updated grade.
- The student has one term to demonstrate mastery and earn the credit before the grade turns into an "F."
- "I"s must be updated within one year of the start date of the course in which the grade was assigned.

Grade Appeal Policy

Once issued, transcripts cannot be revised unless evidence is provided to indicate that the transcript is materially inaccurate. A student with proof of a calculation or entry error can petition the teacher of record or an administrator for a transcript revision. The teacher of the course and administrator will then review the transcript to determine its accuracy. An administrator must make final approval of all grade changes. The registrar will be responsible for issuing a revised transcript where it is deemed appropriate.

Transfer Credits

Transfer credits are awarded on a case-by-case basis by the registrar's office. Official transcripts are required in order to award credit. Transcript analysis may require research and contact with previous institutions to determine eligibility of transfer credits.

CalPac will award transfer credit for religious coursework. However, for courses that are devotional in nature, a maximum of ten (10) elective credits will be awarded.

If a student is provided a percentage grade upon exiting their previous school, CalPac will award the transfer grade by applying a percentage to the amount of work equivalent to what was completed at the previous school. Students who are provided exiting grades without percentages will be awarded a transfer grade equivalent to the amount of work completed at the previous school in accordance with the following scale:

Any A: 95%
Any B: 85%
Any C: 75%
Any D: 65%
Any D: 65%
Any F: 59%

Students who enroll with CalPac after the semester has started are responsible for providing exit grades for their courses from their previous school. Students in grades 6-8 who cannot provide exit grades or have not been in school, will have their courses adjusted based on enrollment date.

Homeschool Credit Transfer

Documentation provided by families for homeschool work completed through grade 8 will be accepted for a student to enroll in grade 9.

To earn high school credit toward graduation, students must supply complete records (depending on state requirements), which may include evidence of attendance, state/national test results, curricula followed, and/or portfolio of work. A core group of school personnel (e.g., administrator, language arts instructor, mathematics instructor, and a Special Education Specialist where appropriate) will review the documentation within five (5) business days of submission and determine the number of credits to be awarded for transfer. The school will accept the grades awarded by the home school for any credit transferred.

Regardless of the number of transfer credits awarded, the student must successfully complete the required number of courses at the school (including all awarded transfer credits) in order to earn a diploma.

Transcripts

Official transcripts should be requested from the registrar's office at least two weeks prior to deadlines. Transcripts and student records will be withheld until all financial obligations (including the return of CalPac computers and/or non-consumable materials) are cleared from a student's account.

Repeated Courses

Students may retake courses to attempt to earn a higher grade for courses where a D or F was earned. If a student retakes a course to attempt to earn a higher grade, only the highest grade received will be counted towards the student's grade point average. However, a record of all classes taken, including the grades received, will remain on the student's transcript, and **the student will receive credit towards graduation for only one of the course attempts**.

Students who fail the "A" section of the courses listed below cannot move on to the "B" section until the "A" section is passed. When students fail the "A" section, they will be switched to a different course or will retake the "A" section of the course the following semester.

- All High School Mathematics Courses
- All CTE courses
- All Foreign Language Courses
- Chemistry and Physics

High School Credit for Middle School Coursework

CalPac provides students in grades 7 and 8 the opportunity to take high school courses in the areas of math and foreign language to satisfy UC A-G requirements; however, **credits earned are NOT counted towards the 220 units required to obtain a high school diploma.**

While CalPac does not award units toward a high school diploma for middle school coursework, math and foreign language units awarded at a previous school towards graduation will be honored. It is important to note that:

- Another school may not accept the units
- **Only A-G mathematics and A-G foreign language courses will be considered for high school credit**

~~**Community College Concurrent Enrollment**¶~~
~~Concurrent enrollment is a program that allows qualified high school students to earn college and high school credit while meeting graduation requirements. Concurrent enrollment is also an additional option for high school students to achieve college credit in both the academic and vocational pathways.~~ ¶

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~~Qualified California Pacific Charter School students may obtain high school and college credit for specific courses taken at the community college level provided certain guidelines are followed. Concurrent enrollment is recommended only for students grades 11 and 12 who demonstrate academic readiness (3.0 GPA or higher. 2.5 GPA for college vocational courses). The full concurrent enrollment policy can be found on our website at- https://www.cal-pacs.org/resources/counseling/¶~~

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~~Students interested in concurrent enrollment should confer with their high school counselor.~~

College Preparatory~~Prepatory~~ Offerings

In accordance with California Education Code § 48980.6, California Pacific Charter Schools provides this annual notice to parents and guardians of students in grades 7–12 regarding available dual enrollment and advanced academic opportunities.

California Pacific Charter Schools is proud to offer multiple pathways for students to earn college credit while in high school. Students may take college courses through concurrent enrollment at a local college campus or participate in college-level coursework through our partnership with Irvine Valley College. All students interested in dual enrollment must meet the eligibility requirements established by both our school and the participating college, which may vary. Students wishing to pursue dual enrollment coursework should consult with their assigned counselor.

In addition to dual enrollment, we offer Advanced Placement (AP) courses and a robust selection of A-G approved courses that meet University of California (UC) and California State University (CSU) admissions requirements.

To view our full course list please visit:
https://www.cal-pacs.org/high-school-curriculum-courses/

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Promotion, Retention, and Acceleration

Students grades TK-8 at CalPac will be promoted to the next grade level each year unless determined by the faculty that the student has not met minimum proficiency levels. Minimum proficiency will be determined by a variety of measures, including the student's score on the California Assessment of Student Performance and Progress (CAASPP) Test, the student's

grades, or performance on school performance-based assessments. The Parent/Guardian will be informed early in the school year if their student is considered at risk of retention. The Parent/Guardian will need to work with their student's Homeroom Teacher and the school's Student Study Team to ensure that all necessary steps are taken prior to a student's retention. The determination to retain must be agreed upon in writing by both the parent/guardian and school administration. Students will only repeat a grade in the case that there is substantial evidence that the student lacks academic readiness in the areas of math, reading, and language arts. Students may not be held back more than once.

Regardless of credit deficiency, high school students will be promoted to the next grade level each year and allowed to remediate credits in hopes that the student will graduate with his or her cohort. In the event that a student does not graduate with their cohort, CalPac will provide the student with an opportunity to continue their education, as long as they are making adequate progress towards a diploma, per California Ed Code. ~~Please refer specifically to board approved policy 5095 - Grade Retention Policy on the CalPac website.~~

Students who wish to accelerate may do so with the recommendation of their School Counselors and the approval of a school administrator. Typically, this is reserved for high school students who would like to graduate early. Students may graduate early only if they have met all of the criteria for graduation. TK-8 students must show exceptional and consistent academic performance before grade acceleration will be considered.

Please refer specifically to board approved policies 5095 - Grade Retention Policy and~~y~~ 5060 - Grade Promotion Policy on the CalPac website for further information and process steps.

English Learners (EL)

English learners (EL) are targeted for English Language Proficiency Assessments for California (ELPAC) testing when the initial Home Language Survey indicates that their primary home language is a language other than English.

- All potential English Learners are tested within the first 30 days of their first day of school
- ~~CalPac students are in an English Language Mainstream academic program with an EL Support Course, or support from their Education Specialist. The mainstream curriculum is taught and/or supported by Cross-Cultural, Language, and Academic Development (CLAD) certified teachers and includes vocabulary, visual, and thematic based support. English Learners are accommodated within this curriculum by providing multiple opportunities to demonstrate mastery on all assessments, including writing assignments.~~
- English Learners at CalPac receive designated and/or integrated language supports from credentialed teachers. Instruction is designed to meet the linguistic and academic needs

of English Learners through scaffolded curriculum and appropriate accommodations aligned to students' language proficiency levels.

- All English Learners are tested annually at the end of each year
- Students who meet the minimum qualifications will be reclassified upon receipt of Summative ELPAC results

Criteria for Redesignating English Learners- Reclassified Fluent English Proficient (RFEP~~Proficient(RFEP~~)

~~The following criteria are used in tandem to determine reclassification:¶~~

- ~~Minimum ELPAC Overall Score of 4¶~~
- ~~Teacher Evaluation¶~~
- ~~Parent Opinion and Consultation¶~~
- ~~Smarter Balanced and/or Local Assessments~~

CalPac uses the following criteria to reclassify EL students who take the ELPAC to RFEP status:

- State Required:
  - Standard Summative ELPAC Overall Score of 4
  - Alternate Summative ELPAC Overall Score of 3
- Additional requirements which can be used to determine student readiness for reclassification:
  - Teacher Evaluation
  - Parent Approval
  - Smarter Balanced and/or Local Assessments

Academic Integrity

CalPac considers academic honesty to be one of its highest values and expects~~and expects~~ a full commitment to academic integrity from each student. Students are expected to be the sole authors of their work and to exhibit honest behavior and academic integrity across all assignments and assessments.

Academic dishonesty occurs when a student either intentionally or unintentionally cheats, misuses work, produces work or responses that are not the student's own, plagiarizes, or fabricates information. All suspected incidents of academic dishonesty will be investigated. The school has full discretion to determine the authenticity of all student work, including requiring students to complete work under observation with school staff, using plagiarism and AI

screeners to check work authenticity, and monitoring student actions, sites visited, etc, using school device monitoring software.

While parents, guardians, and learning coaches are encouraged to support students by clarifying directions, guiding them through assignment steps, and uploading assignments, students are expected to complete all work independently and at their ability level. Providing excessive help—such as giving answers, writing responses, or completing assignments or assessments on the student's behalf—is a violation of CalPac's 5050 Academic Integrity Policy. The school must be able to assess what students know and can do on their own to accurately evaluate student work and progress.

Student assignments or assessments determined to be overly supported or completed by someone~~someone~~ other than the student may result in the work being rejected, a failing grade issued, the student being required to redo the assignment or assessment with a teacher to verify their own understanding and skills, and any of the other consequences outlined in the Academic Integrity Policy.

Academic Dishonesty/Plagiarism/Cheating

Students are expected to be the sole authors and completers of their work. The use of another person's work or ideas must be accompanied by specific citations and references.

Citation formats vary among the departments; however, all courses require that students submit original work that is properly cited when applicable. The teacher will dictate which citation format should be used and what the guidelines are for the department.

Though not a comprehensive or exhaustive list, the following are some examples of dishonesty or unethical behavior:

- Plagiarism is using another person's words or ideas without giving proper credit to that person or giving the impression that another person's work is the student's own work.
- Any form of cheating on examinations, including quizzes, tests, exams, local assessments, and the like. Parent/Guardian or learning coach assistance with exams or assessments is considered cheating, will invalidate scores, and require a retake with the teacher.
- Falsifying information for any assignments.
- Submitting an assignment that was partially or wholly completed by another person, including work done for the student by the parent/guardian or learning coach.
- Copying work or written text from another student, the internet (including AI generated text), or any document without giving due credit to the source of the information.
- Submitting an assignment for more than one class without enhancing and refining the assignment and without first receiving instructor permission. In cases where previous assignments are allowed to be submitted for another class, it is the responsibility of the

student to enhance the assignment with additional material and also to submit the original assignment for comparison purposes.
- Assisting another student with reasonable knowledge that the other student intends to commit any act of academic dishonesty. This offense would include but is not limited to, providing an assignment to another student to submit as his/her own work or allowing another student to copy answers to any test, examination, or assignment.

CalPac Disciplinary Action for Academic Dishonesty/Plagiarism/Cheating

In the unfortunate event that the honor code is broken or plagiarism is uncovered in any or multiple courses during the student's time at CalPac, steps will be taken to address the infraction(s).

Please refer specifically to board approved policy number 5050 - Academic Integrity Policy on the CalPac website for a full breakdown of what constitutes academic dishonesty and the corresponding consequences.

School Policies/Procedures/Regulations

School Honor Code

The honor code dictates that students exhibit four key values:
- **Honesty** – I will be honest and forthright in my school work, words, and actions.
- **Fairness** – I will be fair and respectful in my interactions with fellow students, parents, faculty, and school staff.
- **Responsibility** – I will be accountable for my actions and language and accepting of the consequences for both.
- **Integrity** – I will adhere to the honor code.

Harassment and Cyberbullying

CalPac expects all students to use electronic communications 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), you agree that you will use the IM properly for school, will communicate with faculty and students appropriately, and will not partake in cyberbullying or any form of harassment.

In communicating via email or in Live Sessions, you are agreeing that you will use the email or chatting properly for school, will communicate with faculty and students appropriately, and will not partake in cyberbullying or any form of harassment.

Harassment and cyberbullying of or by students or teachers will not be tolerated in the online environment. Harassment is defined as unwanted conduct based on a protected class (e.g., race, color, national origin, religion, gender, age, disability, or sexual orientation).

Cyberbullying, sometimes called electronic bullying, is defined as the use of electronic communications (i.e., email, chat rooms, instant messaging, cell phones, threaded discussions, websites, or other electronic communication) to bully others. Specifically, this can include 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 present situations that interfere with school success and/or create a hostile environment.

Steps for Students to Follow

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

- Do not respond to the person accused of harassment or cyberbullying.
- Document specific instances of 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. (See Appendix for form.)
- 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 School Counselor and send the School Counselor the documentation. (See Appendix for form.)
- If the abusive communication is from a staff member, report the situation to the School Administrator.
- If the abusive communication is from the School Administrator, report the situation to the School Counselor who will report it to the Superintendent or designee.

Administrative Action Plan

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

- The teacher will collect and review documentation if abusive communication occurs as part of the coursework.
- 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 the 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.
- The teacher will warn the student about possible expulsion for repeated offenses.
- The teacher will arrange a parent conference to discuss the matter.
- If the student is referred to the School Administrator, the student may be a candidate for expulsion.

When a student reports an incident of cyberbullying or harassment to a School Counselor:
- The School 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).
- The School Counselor will discuss the incident with the accused student and decide if the incident warrants referral to the 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.
- The teacher will warn the student about possible expulsion for repeated offenses.
- The teacher will arrange a parent conference to discuss the matter.
- If the student is referred to the School Administrator, the student may be a candidate for expulsion.

When a student reports an incident of cyberbullying or harassment by a staff member to the School Administrator or Superintendent or designee, that person will discuss the incident with the accused and will take necessary actions in accordance with the law to address the complaint.

Disciplinary Action for Students Engaging in Harassment or Cyberbullying

Students who are found engaging in harassing or bullying behavior
- 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 discipline, including suspension or expulsion dependent on the severity or frequency of the offense.

Staff Member Responsibilities for the Harassment or Cyberbullying Policy:
- Teachers or School Counselors collect and review documentation and discuss the incident(s) with the student.
- Teachers or School Counselors record the documentation in the student's electronic file.
- Teachers or School Counselors arrange a parent conference to discuss the matter.
- Teachers or School Counselors warn the student about possible expulsion.

The School Administrator initiates administrative expulsions as described above.

Civility Policy

School personnel, parents/guardians, and students are required to be civil in all of their interpersonal school-related interactions. Civility does not require an unqualified agreement or conformity of opinion. An expression of disagreement or a discussion of a controversial viewpoint is not uncivil if such expression or discussion is appropriately and respectfully presented and does not disrupt a school-related activity.

For purposes of this policy, to be civil means to act with self-discipline in a courteous, respectful and orderly way in every interpersonal communication and behavior with the goal of providing a safe and harassment-free environment for our students and staff while maintaining individual rights to freedom of expression.

Examples of uncivil conduct include, but is not limited to:

- using an inappropriately loud voice;
- using profane, vulgar, or obscene words or gestures;
- belittling, jeering, or taunting;
- using personal epithets;
- using violent or aggressive gestures or body-language;
- repeatedly and inappropriately interrupting another speaker;
- repeatedly demanding personal attention at inappropriate times;
- purposefully and inappropriately invading personal space;
- purposefully ignoring appropriate communications;
- wrongfully interfering with another person's freedom of movement;
- wrongfully invading another person's private possessions; or;
- any other behavior that inappropriately disrupts school-related activities.

In the event that any party is uncivil during a school-related activity, the following steps will occur:

1. **Communicate** - The party experiencing the uncivil behavior will communicate that the behavior is not civil and that the uncivil behavior must cease immediately.
2. **End Activity/Meeting** - If the uncivil party fails to correct the uncivil behavior as directed, the affected party shall end the activity/meeting.
3. **Referral** - The reporting party shall refer the situation to the school administration with a written summary of the uncivil behavior and how he/she responded.
4. **Determination** - If it is determined that uncivil behavior occurred, proper disciplinary action will be taken, which may include suspension or expulsion.

CalPac's official board approved policy can be found here.

Code of Conduct Policy

The Board of Directors of California Pacific Charter School mandates that all Education Partners and their staff maintain high standards of behavior and professionalism, upholding defined boundaries when interacting with students. An "Education Partner" refers to companies providing products or educational services, and their staff does not hold an employment relationship with the School. The policy outlines specific acceptable and unacceptable behaviors, such as maintaining professional communication and avoiding personal or intimate gifts. Additionally, all involved must undergo a comprehensive fingerprint and background check. If any staff suspects boundary violations or inappropriate behavior, they are required to immediately report it to the School.

Please refer specifically to board approved policy 1010 - Civility Policy on the CalPac website for the complete policy and expectations.~~CalPac's official board approved policy can be found here.~~

Dress Code

Students are required to follow the dress code while participating in online classes, ensuring a respectful and focused learning environment. The following guidelines outline specific expectations for appropriate attire during virtual school sessions:

- Clothing Requirement: Students must be fully dressed in appropriate clothing at all times while on camera. Sleepwear or pajamas are not allowed.
- Respectful and Clean Attire: Students should wear clean, neat, and respectful clothing. Excessively revealing clothing is not permitted.
- No Disruptive Clothing: Attire should not include offensive language, vulgar imagery, or symbols that promote hate speech, violence, or harmful stereotypes.
- No Visible Undergarments: Students' undergarments should not be visible on camera.
- Camera and Background Expectations:
    - Appearance on Camera: Students are expected to be mindful of their appearance while participating in online classes.
    - Backgrounds: Virtual backgrounds are provided by the school and encouraged to be utilized to keep the online classroom free from distractions to maintain a professional online environment.
- Consequences for Dress Code Violations: Violations may result in warnings, removal from the virtual class, or other disciplinary actions.
- Accommodations: The school will consider cultural, religious, and individual circumstances when enforcing the dress code.

This policy is designed to foster a positive and inclusive online learning atmosphere and will be reviewed as needed to ensure alignment with school values.

Suicide Prevention Policy

Charter schools serving students in grades 7-12 are required to adopt a student suicide prevention policy in consultation with school and community stakeholders and others. Protecting the health and well-being of all students is of the utmost importance to our school. The school board has adopted a suicide prevention policy which will help to protect all students through the following steps:

1. ~~1.~~ Students will learn about recognizing and responding to warning signs of suicide in friends, using coping skills, using support systems, and seeking help for themselves and friends. At the beginning of each school year, an informational pamphlet will be provided to each student's parent or guardian. It is the responsibility of each student's parent or guardian to review this information with him or her. If parents or guardians have any questions about the material, they can contact the school's appointed suicide prevention liaison.
2. ~~2.~~ The school has designated a suicide prevention coordinator or team to serve as a point of contact for school staff to communicate with when students are in crisis and are in need of referrals to the appropriate resources for support.
3. ~~3.~~ When a student is identified as being at risk, they will be assessed by a school employed mental health professional who will work with the student and help connect them to appropriate local resources.
4. ~~4.~~ Students will have access to national resources which they can contact for additional support, such as:
    - ~~•~~ The National Suicide Prevention Lifeline –1.800.273.8255 (TALK),
    - ~~•~~ The Trevor Lifeline – 1.866.488.7386, The Trevor Project
5. ~~5.~~ All students will be expected to help create a school culture of respect and support in which students feel comfortable seeking help for themselves or friends. Students are encouraged to tell any staff member if they, or a friend, are feeling suicidal or in need of help.
6. ~~6.~~ Students should also know that because of the life or death nature of these matters, confidentiality or privacy concerns are secondary to seeking help for students in crisis.

7. Please refer specifically to board approved policy 5020 - Comprehensive Self-Harm and Suicide Prevention policy on the CalPac website for the complete policy.

This policy has been developed and adapted from the "Model School District Policy on Suicide Prevention," which is a resource that outlines comprehensive model policies and best practices for schools to follow to protect the health and safety of all students. This resource was developed by examining strong local policies, ensuring that they are in line with the latest research in the field of suicide prevention, and identifying best practices for a national framework.

School Issued Technology

Student Computers

All coursework at California Pacific Charter Schools (CalPac) is delivered online. Every enrolled student must have reliable access to a computer and the internet. To ensure students have the required technology, CalPac provides each student with a **school-issued and monitored Chromebook**.

This Chromebook:

- Is only accessible using the student's CalPac email account
- Remains the property of CalPac at all times
- Is preconfigured with all required applications, secure browser settings, and access to necessary instructional platforms
- Meets all specifications for completing coursework and taking state and local assessments

The secure browser features on the Chromebook are required for state and local testing; therefore, students and parents/guardians **may not refuse** the school-issued device. Students are responsible for the care of the Chromebook and all accessories (cords, power supply, and packaging) until they are returned to the school at the end of enrollment.

If a student chooses to use a personal device for general schoolwork, they must still keep the school-issued Chromebook in good condition so it is available for use during required testing or other activities that require the secure browser.

Damage, Loss, and Liability

Families are responsible for keeping the Chromebook in good working condition, including

protecting it from food, drink, and vandalism. All damage or technical issues must be reported immediately. In accordance with **Education Code 48904** and Board Approved Policy 5045 – Student Acceptable Use Policy, families may be held financially liable for lost, stolen, or willfully damaged equipment

~~Coursework at CalPac is completely online. All students must have a computer and internet service. To best ensure students have the required technology, CalPac provides every enrolled student a school-school issued and monitored Chromebook. This device is only accessible via the student's CalPac email, remains the property of CalPac, and all use on this device must meet board approved policy - 4080 Acceptable Use Policy located on CalPac's website. The school-school provided Chromebook meets all required operating specs, and contains all the apps and access a student would need to complete their schoolwork successfully. A student simply needs to connect this Chromebook to their home internet network or school-school provided hotspot and sign in with their school email to use it.¶~~

~~¶~~

~~This Chromebook provides the secure browser for state and local testing, and other school needed applications. Since the secure browser features are a required component, a student/guardian can not refuse the Chromebook and is responsible for the Chromebook's care, including retaining all cords, power supply, and packaging box/materials, until returned to the school at the end of enrollment. If a student chooses to use a personal device to complete general schoolwork, they are still responsible for safely storing the school-school provided Chromebook so that it is ready for use for any required state or local testing, or other uses requiring a secure browser. Any loss or damage to the Chromebook is subject to replacement fees. Please refer to board approved policies 5045 - Acceptable Use Policy and 5130 - Damaged or Lost Instructional Materials, and the complete Technology Use Agreement for all expectations on appropriate use of school-school provided devices, including the care and handling of the Chromebook.¶~~

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~~In accordance with the Acceptable Use Policy, CalPac utilizes GoGuardian to securely monitor and protect students while logged into their school-school provided Chromebook or while they are logged into their school email accounts on a personal device. This monitoring limits access to non-school-non school related sites, social media, entertainment, and personal accounts. CalPac reserves the right to take screenshots of students, their schoolwork, internet sites they are visiting, text, and any other image visible on the student's screen while GoGuardian is being used. Parents have the option to implement additional safeguards using the GoGuardian Parent App, but can not undo school safeguard policies. Students will receive a warning if they visit a blocked site. Continued misuse will enact disciplinary consequences as outlined in the Acceptable Use Policy and under Cyber Bullying expectations in this handbook.~~

Monitoring and Privacy

CPCS utilizes GoGuardian monitoring software to help ensure student safety and academic focus when using school technology. Monitoring occurs:

- On school-issued Chromebooks
- On personal devices when the student is logged into their school account

Monitoring may include:

- Reviewing browsing history
- Capturing screenshots
- Observing live on-screen activity
- Recording internet addresses visited, keystrokes, or text entered

Students have no expectation of privacy when using school-issued devices or accounts. Parents/guardians may access the GoGuardian Parent App to view certain activity reports, but may not disable or remove the school's safety settings.

In addition to standard use monitoring, this program includes an additional component that monitors student actions for self harm, suicide, or other concerning behaviors and notifies the school crisis team. Students also receive a message from the program highlighting that their search is concerning and offering resources. Members from this crisis team will review alerts during school hours and respond appropriately. This monitoring response only occurs during standard school hours. While the program continues to monitor students for concerning actions and searches outside of school hours, notifications to the school crisis team will only be made during school hours. We recommend that parents/guardians remain vigilant about their child's internet use, especially during non school hours and holidays when school staff is unavailable.

Acceptable Use Policy

Use of school technology is governed by **Board Approved Policy 5045 – Student Acceptable Use Policy**. Students must:

- Use devices and accounts **only** for educational purposes
- Log in only with their own credentials and never share passwords
- Follow all teacher and school instructions for online conduct and participation

Students are prohibited from:

- Accessing, creating, or sharing obscene, threatening, harassing, or otherwise inappropriate content

- Using VPNs, proxy servers, unauthorized extensions, or other tools to bypass filters or monitoring systems
- Engaging in cyberbullying, cyber sexual bullying, or online harassment, including through social media
- Recording or distributing images, audio, or video of students or staff without permission
- Participating in illegal, dangerous, or disruptive online activities

~~CalPac provides technology resources to its students solely for educational purposes. Through technology, CalPac provides access for students and staff to unlimited resources. Expanding technologies provide tremendous opportunities for enhancing, extending, and rethinking the learning process. The goal of providing these resources is to promote educational excellence by facilitating resource sharing, innovation, and communication with the support and supervision of the parent and credentialed teacher. This access brings potential exposure to material that may not hold educational value or might be harmful or disruptive to the student's learning experience.¶~~

~~¶~~

~~The purpose of this policy is to ensure that student internet access and use on school-owned devices and school-issued accounts computers will be appropriate and used only for educational purposes, consistent with the acceptable standards of the school.~~ Students are required to use school issued devices to support learning, academic integrity, and promote internet safety. Furthermore, CalPac issued devices have monitoring~~secure browser~~ programming necessary to limit, direct, monitor, view, capture, and record student actions and device locations by school staff at any time~~administer standardized testing~~.

~~¶~~

~~Technology Use and Internet Access Policy —~~ Firewall Circumvention

~~All students are expected to use school-provided technology and internet access responsibly and in accordance with the school's Acceptable Use Policy (AUP) and Master Agreement.¶~~

~~Intentional and/or repeated attempts to bypass, disable, or circumvent the school's internet filters, firewalls, or other security measures are strictly prohibited. This includes the use of VPNs, proxy servers, unauthorized software, or any other means to access restricted content or platforms.¶~~

~~Such actions are considered a **serious violation of the Acceptable Use Policy and the terms of the Master Agreement**. If a student engages in ongoing or deliberate efforts to undermine these safeguards, the school reserves the right to:¶~~

- ~~Restrict the student's access to school technology or platforms¶~~

- ~~Require a student and family conference to review expectations and digital citizenship responsibilities¶~~
- ~~**Evaluate the student's continued appropriateness for independent study**, as this model relies heavily on student integrity, self-discipline, and responsible digital conduct¶~~

~~Students found in violation may be subject to disciplinary action, and their placement in the independent study program may be reassessed in accordance with applicable education code and school policy.¶~~

Bypassing, disabling, or attempting to bypass or disable the school's internet filters, firewalls, or other security measures is strictly prohibited. This includes using VPNs, proxies, or other unauthorized tools.

Such actions may result in:

- Restricted or revoked access to school technology or platforms
- Required completion of digital citizenship or cyber safety training
- A conference with the student and family to review expectations and responsibilities
- Disciplinary action, up to and including removal from the independent study program if appropriate

Please refer specifically to board approved policy 5045 - Acceptable Use Policy on the CalPac website for the complete policy and expectations.¶

Technical Assistance

CalPac offers both online and phone support for technical difficulties experienced in the functioning of the online courses. For assistance, contact Tech Support.

Despite the presence of any technological problems, students are expected to maintain their pace in all of their courses. Students are responsible for seeking alternative methods of accessing their courses because time extensions will not be granted.

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 the School Administrator. The School Administrator will investigate the situation and if warranted, will report this to the student's parent/guardian. The School Administrator may refer students to counseling, and if warranted, to law enforcement.¶

Synthetic Drug Use

At California Pacific Charter Schools, our foremost commitment is to safeguard the safety and well-being of our students. Recognizing the increasing prevalence of synthetic drug use among teenagers, which poses substantial risks to their health and overall development, we find it imperative to furnish resources and information addressing this issue. Pursuant to EDC 48985.5, CalPac will provide parents and students with information on the dangers of synthetic drugs in our annual notifications as well as on the website. https://www.cal-pacs.org/wp-content/uploads/2024/01/Synthetic-Drug-Info.pdf

Suspension/Expulsion Procedures

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 monthly Learning Period (LP) meetings. These participants may also interact from time to time during field trips and proctored testing events. The school has disciplinary procedures for student academic, interpersonal, and internet conduct. Discipline follows a process of escalating responses to each subsequent violation, with proper notifications and appropriate interventions at each step.

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

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

Academic Integrity, Harassment and cyberbullying, Acceptable Use, and Substance Abuse are discussed in sections above. These are clearly defined, and expectations and penalties are clearly set forth. Penalties are stepped up for each subsequent offense until the student becomes a candidate for expulsion.

Grounds for Suspension or Expulsion

CalPac's policy for expulsion is guided by California Education Code and is explicitly defined in the charter petition of each school. Grounds for possible suspension and recommendation for expulsion are outlined in California Ed Code 48900.

Suspension/Expulsion Procedures

For CalPac students within the Acton-Agua Dulce Unified School District, the applicable suspension and expulsion policy and procedure are set forth in the terms of the charter between California Pacific Charter - Los Angeles and Acton-Agua Dulce Unified School District. Copies of the charter petition can be found on the website or supplied upon request.

For CalPac students within the Warner Unified School District, the applicable suspension and expulsion policy and procedure are set forth in the terms of the charter between California Pacific Charter School and Warner Unified School District. Copies of the charter petition can be found on the website or supplied upon request.

For CalPac students within the Guerneville School District, the applicable suspension and expulsion policy and procedure are set forth in the terms of the charter between California Pacific Charter School and Guerneville Unified School District. Copies of the charter petition can be found on the website or supplied upon request.

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 within the Acton-Agua Dulce Unified School District, 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 California Pacific Charter - Los Angeles' governing board). This decision will follow a meeting with the Principal or designee and the pupil and parent/guardian 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 Principal or designee shall make a recommendation to the Administrative Panel following the meeting regarding his or her determination.~~ ¶

~~For students who seek admission at CalPac within the Warner Unified School District, the decision to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the governing board following a meeting with the Superintendent or designee and the pupil and parent/guardian 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 Superintendent or designee shall make a recommendation to the governing board following the meeting regarding his or her determination.~~¶

~~For students who seek admission at CalPac within the Guerneville School District, the decision to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the governing board following a meeting with the Superintendent or designee and the pupil and parent/guardian 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 Superintendent or designee shall make a recommendation to the governing board following the meeting regarding his or her determination.¶~~

~~**Student Privacy (FERPA)¶**~~

~~CalPac abides by the student privacy guidelines set forth by the Family Educational Rights and Privacy Act (FERPA). As a result, the names of students, their images, and their coursework will not be published on the CalPac website or in videos without student and parent/guardian consent.¶~~

~~Students also should be aware that teachers and other school staff are required by law to report any suspected child abuse or neglect to the California Child Protective Service. While confidentiality of conversations may be limited due to this requirement, students should understand that their safety is of paramount importance to all school staff members, and students may rely on assistance where warranted.~~

Anti-Discrimination

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, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990.

Testing

Local Assessments and Reading Screeners

Students in grades 2 to 11 will take a start-of-year~~start of year~~ and end-of-year local assessment to determine grade level mastery in math and reading skills. Additionally, in accordance with Education Code Section 53008, students in kindergarten through grade two will complete a Reading Screener at least once during the academic school year. The results are used to see where students are performing in relation to their actual grade level and where additional intervention is needed to support all students in accessing grade level material. Please refer specifically to board approved policy 6040 - Local Assessment Policy on the CalPac website for all local assessment and reader screener information and requirements.

Final Exams

All high school students are required to take final examinations in all courses. K-8 courses may or may not have a final exam. Students may not “test out” of courses by only taking a final

exam. At no time will a student be given credit for a course for which only a final examination was submitted.

In order to validate the integrity of the assessment process, some high school final semester exams at CalPac must be proctored by a qualified professional (e.g., a school teacher, administrator, counselor, or paraprofessional who fulfills an instructional role, such as a librarian, university personnel, or test center administrator). Under no circumstances can a parent/guardian proctor a final exam or other assessment. Please refer specifically to board approved policy 6050 - Virtual Proctoring Policy on the CalPac website for further information on proctoring requirements.

Standardized Testing

Every year, California students take several statewide tests. When combined with other measures such as grades, class work, and teacher observations, these tests give families and teachers a more complete picture of their child's learning. You can use the results to identify where your child is doing well and where they might need more support.

****Please refer to the school calendar for exact dates each year. Please also remember that results and attendance from all state testings are directly tied to school funding per recent Local Control Funding Formula (LCFF) legislation and are an integral part of maintaining partnerships with our chartering school districts****

Pursuant to California *Education Code* Section 60615, parents and guardians may annually submit to the school a written request to excuse their child from any or all of the CAASPP assessments. This exemption does not exist for the ELPAC or Physical Fitness Test.

English Language Proficiency Assessments for California (ELPAC):

The ELPAC is the California assessment used to determine the English language proficiency (ELP) of students whose primary language is other than English. The ELPAC assesses four domains: Listening, Speaking, Reading, and Writing.

ELPAC Initial Assessment - The ELPAC Initial Assessment is given to students in grades K–12, whose primary language is not English to determine their ELP status. The Initial Assessment is administered only once during a student's time in the California public school system, based on the results of the home language survey.

ELPAC Summative Assessment - The Summative Assessment is given only to students in grades K–12 who have been identified as an English Learner (EL). ELs will take the assessment every year until they are reclassified as Fluent English Proficient.

Alternate ELPAC:

Students whose IEP identifies the use of an alternate assessment and who have a home language survey that lists a language other than English will take the Alternate Initial ELPAC, which identifies students as an English learner or as initially fluent in English. Students who are classified as English learner students will take the Alternate Summative ELPAC every year until they are reclassified as proficient in English. Both the Alternate Initial and Alternate Summative ELPAC are computer-based.

California Science Test (CAST):

The CASTs are developed by California educators and test developers specifically for California. They measure students' progress toward achieving California's state-adopted academic content standards science, which describes what students should know and be able to do in each grade and subject tested. This assessment is administered annually to students in grades 5, 8 and once in High School.

California Alternate Assessment (CAA) for Science

Students whose IEP identifies the use of an alternate assessment take the CAA for Science in grades 5 and 8 and once in high school, either in grade 10, 11, or 12. The CAA for Science is a series of four performance tasks that can be administered throughout the year as the content is taught.

California Assessment of Student Performance and Progress (CAASPP testing) for English Language Arts/Literacy (ELA) and Math (SBAC):

The SBAC utilizes computer-adaptive tests and performance tasks that allow students to show what they know and are able to do in English and math. The Summative Assessments are comprehensive end of year assessments aligned with the Common Core State Standards that measure progress toward college and career readiness. This assessment is administered annually to students in grades 3-8 and 11. Parents have the right to opt to exempt their student from participation in the California Assessment of Student Performance and Progress (CAASPP).

California Alternate Assessments (CAAs) for ELA and Math:

Students in grades 3–8 and grade 11 whose individualized education program (IEP) identifies the use of alternate assessments. The CAAs for ELA and math are computer-based tests that are administered one-on-one by a test examiner who is familiar with the student.

Physical Fitness Testing (PFT):

The PFT for students in California schools is the FITNESSGRAM®. The main goal of the test is to help students in starting life-long habits of regular physical activity. The test consists of five performance components: aerobic capacity, abdominal strength, trunk strength, upper body

strength, and flexibility. This assessment is administered annually to students in grades 5, 7 and 9.

Assessment Schedule

Local Assessments: Students in grades 2-11 are required to complete the STAR Renaissance assessments at the beginning and end of each school year. Additional assessment administrations may be given to support academic intervention initiatives as a measure of student growth and progress.

Reading Screener: Students in grades K-2 are required to complete the Amira Reading Screener at least once per school year. Screener dates will be shared by the teacher in advance. Additional screener administrations may be given to support academic intervention initiatives as a measure of student growth and reading progress. ¶

California Science Test (CAST) and Smarter Balanced Assessment Consortium (SBAC): Students in grades 3-8, 11 and some 12th grade students will take the Smarter Balanced Math and ELA and/or CA Science Test during a four week window in the Spring of each school year.

English Language Proficiency Assessments for California (ELPAC): The Summative ELPAC is administered annually between February 1-May 31st. The initial ELPAC is administered within the first thirty days of enrollment once identified through a student's ~~students~~ Home Language Survey.

Physical Fitness Testing (PFT): The designated testing window for administration of the PFT is February 1-~~March through~~ May 31st.¶

Contact Information and Communication Policy

Email Accounts

A valid, working email account and phone number are required for all students and parents/guardians. If a student's or parents/guardian's email address, mailing address, or phone number changes, it must be updated with the School Counselor, office, or teacher within five (5) business days. iCloud email addresses do not work with our systems and emails may not be received.

To support access to the school provided Chromebook, CalPac supplies a monitored student email account upon enrollment to all students. This email account is required to sign in to the school provided computer and other required school apps and programs. CalPac staff will

communicate with students at this school provided email address, and students are expected to check this email and use it for all communications with their teacher. Personal email accounts will not be accessible through the school provided Chromebook.

All students are expected to:

- meet with their teachers on a weekly basis through synchronous virtual meetings and homeroom sessions.
- use their school provided email address for all school related communication.

Tone of Contact

Students and parents/guardians must use school-appropriate language in communication with CalPac employees and peers. Students will not partake in cyberbullying or any form of harassment. Students should strive to use appropriate grammar and capitalization in their communications.

Authorized Contacts

At the time of enrollment, a student's parent/guardian is asked to approve any contacts that have the authorization to receive performance information about the student. Individuals with authorization are responsible for maintaining current contact information with the school. Per Family Educational Rights and Privacy Act (FERPA) law, school officials are only authorized to speak to parents/guardians listed at the time of enrollment.

School Communication Responsibilities

Email or voicemail sent to administrative personnel Monday through Thursday between 9:00 am and 6:00 pm Pacific Time (PT) will be addressed within twenty-four (24) hours of the time it was sent. Email or voicemail sent between 9:00 am and 6:00 pm PT the day before a weekend or holiday will be addressed on the next business day. Email or voicemail sent during non-office hours will be addressed within twenty-four (24) hours of the beginning of the following business day. Teachers will post their individual office hours on their course announcement pages and in their email signatures.

All submitted coursework will be graded within seventy-two (72) hours on business days, provided it is submitted on the appropriate due date. Longer written assignments such as essays and research papers may take up to a week from the submission date to be returned. Work submitted on Saturday or Sunday will be returned no later than the end of posted office hours on Tuesday, and work submitted Friday during school hours will be returned by the end of the posted office hours on Monday (or the next business day during school holidays). Students should keep this schedule in mind when submitting work to ensure sufficient time is provided for feedback.

Students who submit large quantities of assignments to a single instructor in a given day should not expect feedback within seventy-two (72) hours for more than one week's worth of work. Assignments will be returned in the order that they are scheduled for completion, not necessarily in the order that they were submitted.

Teachers who are scheduled to be away during regularly scheduled office hours (for professional meetings or vacation) will post the dates and times of those interruptions at least forty-eight (48) hours in advance and will offer alternative contact information for academic assistance. Unanticipated absences due to illness or other emergencies will be reported to the School Administrator, who will find suitable alternatives for assistance. In cases of unanticipated absences, coursework may take longer to be graded.¶

Extra-Curricular Activities and Organizations

Clubs

Students may participate in school extracurricular activities. Please contact your School Counselor for the full list of clubs at your school, as well as the procedure for nominating new clubs. Clubs are held online and are open to any CalPac student.

Field Trips

CalPac offers field trip opportunities to currently enrolled students and their families. They are not required, and CalPac does not provide transportation to and from these events. California Education Code Section 35330(d) provides that all persons participating in an excursion shall be deemed to have waived all claims against CalPac for injury, illness or death occurring during or by reason of an excursion.

School Site Council

CalPac sponsors a School Site Council (SSC). The SSC will serve to share information from the school to the parent community, invite feedback and ideas from the parents/guardians to the school, and involve students in the school conversation. Parents/guardians are encouraged to participate.

¶

Additional Annual Notices

CONSENT TO PHYSICAL EXAMINATION

EC 48980, 49451

California Pacific Charter Schools recognizes that periodic health examinations can help detect conditions that may affect learning and identify students who may qualify for special services under the Individuals with Disabilities Education Act (IDEA) or Section 504. However, parents or guardians have the right to withhold consent for their child's physical examination by submitting a signed, written statement annually to the school principal. Students exempted in this way will not be subject to physical examinations, but may be excluded from school if a contagious or infectious disease is suspected.

HPV IMMUNIZATION

EC 48980.4

In accordance with California Education Code Section 48980.4, California Pacific Charter Schools informs parents and guardians about the availability and importance of the Human Papillomavirus (HPV) vaccine. Students are advised to follow current immunization guidelines as recommended by the Advisory Committee on Immunization Practices (ACIP) of the Centers for Disease Control and Prevention (CDC), the American Academy of Pediatrics, and the American Academy of Family Physicians. These guidelines recommend full HPV immunization before a student enters or advances to the 8th grade.

For more information, please consult your healthcare provider or visit www.cdc.gov/hpv.

SURVEYS

Reference: EC 51513, 51514

In accordance with California Education Code Section 51513, California Pacific Charter Schools will notify parents and guardians in advance and obtain written consent before administering any test, questionnaire, survey, or examination that includes questions about a student's or their family's personal beliefs or practices related to sex, family life, morality, or religion. The notification will include the specific or approximate dates when such surveys are scheduled and will provide an opportunity for parents/guardians to opt their student out of participation. Parents/guardians may also request to review any third-party survey materials prior to administration

HUMAN TRAFFICKING PREVENTION EDUCATION

Reference: AB 1227

California has the highest number of incidents of human trafficking in the United States, and all students may be vulnerable. California Pacific Charter Schools believes it is a priority to inform our students about (1) the prevalence, nature of, and strategies to reduce the risk of human trafficking, techniques to set healthy boundaries, and how to safely seek assistance, and (2) how social media and mobile device applications are used for human trafficking. In accordance with the California Healthy Youth Act, CalPac will provide age-appropriate instruction on the prevention of human trafficking, including sexual abuse, assault, and harassment.

Parents/Guardians have the right to excuse their children from all or part of the instruction on the prevention of human trafficking. An opt-out form is available by request. Your consent for this instruction is NOT required. If the school does not receive a request to excuse your child, your child will be included in the instruction.

Information and materials for parents/guardians about the curriculum and resources on prevention of human trafficking and abuse, including sexual abuse, assault, and harassment are available at the administration office.

COLLEGE PREPARATORY OFFERINGS

Reference: EC 48980.6

In accordance with California Education Code § 48980.6, California Pacific Charter Schools provides this annual notice to parents and guardians of students in grades 7–12 regarding available dual enrollment and advanced academic opportunities.

California Pacific Charter Schools is proud to offer multiple pathways for students to earn college credit while in high school. Students may take college courses through concurrent enrollment at a local college campus or participate in college-level coursework through our partnership with Irvine Valley College. All students interested in dual enrollment must meet the eligibility requirements established by both our school and the participating college, which may vary. Students wishing to pursue dual enrollment coursework should consult with their assigned counselor.

In addition to dual enrollment, we offer Advanced Placement (AP) courses and a robust selection of A-G approved courses that meet University of California (UC) and California State University (CSU) admissions requirements.

To view our full course list, including dual enrollment options and A-G approved coursework, please visit:

California Pacific Charter School - Sonoma
https://hs-articulation.ucop.edu/agcourselist/institution/5422
California Pacific Charter School - San Diego
https://hs-articulation.ucop.edu/agcourselist/institution/1893
California Pacific Charter School - Los Angeles
https://hs-articulation.ucop.edu/agcourselist/institution/4998

~~Student Handbook Acknowledgement Form~~

~~The Student Handbook describes important information about CalPac. Because the information, policies, and benefits described herein are subject to change, I acknowledge that revisions to the Handbook may occur.~~

~~My parent/guardian and I acknowledge that we have received a copy of the CalPac Parent/Student Handbook. I acknowledge that, as the student, I will abide by the guidelines and policies contained therein. In addition, I~~

- ~~understand the policies and procedures related to the academic integrity policy and plagiarism~~
- ~~agree to uphold the standards set forth in all school policiesthe academic integrity policy~~
- ~~**have read and understand the importance of completing all attending state testing in person**~~

~~I also understand that submission of this form indicates that my parents/guardian(s) and I have reviewed the contents of this document.~~

~~PARENT/GUARDIAN NAME (Please Print)~~

~~SIGNATURE~~

~~DATE~~

~~STUDENT NAME (Please Print)~~

~~SIGNATURE~~

~~DATE~~

Board Approved 8-13-2025~~9-10-2024~~

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2025/2026 Crescendo Music Program Quote

PARTNER	California Pacific Charter
DATE	UPDATED 07/15/2025

PROJECT DETAILS					COST/HOURS						
CLASS	STATUS FROM SCHOOL	START DATE	END DATE	DESCRIPTION	STANDARD CRESCENDO RATE	CAL PAC PARTNER RATE	WEEKLY HOURS	TOTAL WEEKS	TOTAL HOURS	PARTNER DISCOUNT	TOTAL COST (at PARTNER RATE)
SEMESTER 1											
• **Class 1: Instrument (Piano or Drums)**					**$2,750.00**	**$2,500.00**	**1**	**8**	**8**	**$250.00**	**$2,500.00**
Instrument	Close to be Confirmed	10/03/2025	11/21/25	8 weeks piano (look at roll up piano solutions, very cheap and we confirmed that they are enough for us to teach). Or 8 week of a drums/rhythm class where you'd only have to ship a set of drum sticks to kids.							
• **Class 2: Choir**					**$3,000.00**	**$2,750.00**	**1**	**8**	**8**	**$250.00**	**$2,750.00**
Choir	Close to be Confirmed	10/01/2025	11/19/25	Choir class, which can include elementary and middle schoolers,							
SEMESTER 2											
• **Class 3: Instrument (Piano or Drums)**					**$2,750.00**	**$2,500.00**	**1**	**8**	**8**	**$250.00**	**$2,500.00**
Instrument	Close to be Confirmed	02/20/2026	4/17/26	Same as class 1							
• **Class 4: Choir**					**$3,000.00**	**$275.00**	**1**	**8**	**8**	**$250.00**	**$2,750.00**
Choir	Close to be Confirmed	02/18/2026	4/15/26	Same as class 2							
TOTALS:									32	$1,000.00	**$10,500.00**

BUNDLE DEAL HIGHLIGHTS

*Dicounts and bundle deal based on **4 classes** following the aforementioned commitments (4 classes, 8 weeks each).*

• Cal Pac Total Discount: $1,000

2025/ 2026 MUSIC SCHEDULE

Class #	CLASS	TEACHERS	Monday	Tuesday	Wednesday	Thursday	Friday	Notes
Class 1	Instrument (Piano or Drum Sticks)	Mr. Owen					9:30 - 10:30am	Exact dates: 1. Friday October 3 2. Friday October 10 3. Friday October 17 4. Friday October 24 5. Friday October 31 6. Friday November 7 7. Friday November 14 8. Friday November 21
Class 2	Choir	Mr. Owen			2:00 - 3:00 pm			Exact dates: 1. Wednesday October 1 2. Wednesday October 8 3. Wednesday October 15 4. Wednesday October 22 5. Wednesday October 29 6. Wednesday November 5 7. Wednesday November 12 8. Wednesday November 19
Class 3	Instrument (Piano or Drum Sticks)	Mr. Owen					9:30 - 10:30am	Exact dates: 1. Friday February 20 2. Friday February 27 3. Friday March 6 4. Friday March 13 5. Friday March 20 6. Friday March 27 No class Friday April 3rd (Spring Break) 7. Friday April 10 8. Friday April 17
Class 4	Choir	Mr. Owen			2:00 - 3:00 pm			Exact dates: 1. Wednesday February 18 2. Wednesday February 25 3. Wednesday March 4 4. Wednesday March 11 5. Wednesday March 18 6. Wednesday March 25 No class Wednesday April 1st (Spring Break) 7. Wednesday April 8 8. Wednesday April 15

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
Troy A. Brown, Ed.D., County Superintendent of Schools

P.O. Box 213030
Stockton, CA 95213-9030
(209) 468-4800
www.sjcoe.org

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
SEIS BILLING SERVICES AGREEMENT

This Agreement made and entered this **July 1, 2025** between **California Pacific Charter Schools, a public agency of the State of California** hereinafter referred to as **"CLIENT"**, having an address at 940 South Coast Drive. #185, Costa Mesa, California 92626 and **San Joaquin County Office of Education, a California County Office of Education,** hereinafter referred to as **"SJCOE"** having an address at 2922 Transworld Drive, Stockton, California 95206.

The parties hereto agree that **SJCOE** shall be considered a "Business Associate," and **CLIENT** shall be considered a "Covered Entity" as such terms are defined under the Privacy, Security, Breach Notification and Enforcement Regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, as set forth in the Code of Federal Regulations ("CFR") at Title 45, Parts 160 and 164, as may be amended (collectively, "HIPAA").

The parties hereto agree that **SJCOE** will provide the Local Education Agency (LEA claiming services outlined in the California State Plan under Title XIX of the Social Security Act. If CLIENT enters into subcontract agreements with other organizations for the purpose of incorporating their claiming with that of **CLIENT**, all terms and conditions of this Agreement will be binding for **CLIENT** and **CLIENT** shall hold **SJCOE** harmless from claims by its subcontracting organizations. **CLIENT** shall inform **SJCOE** within fourteen (14) days after **CLIENT** has entered into or terminated a contract with another organization.

1. **COMMENCEMENT, DURATION, EVERGREEN CLAUSE AND TERMINATION OF SERVICES**

This Agreement shall be effective for twelve (12) consecutive months commencing on **July 1, 2025 (Effective Date)**, for preparing LEA billing claims for **CLIENT**. Claims will be submitted on a monthly basis for such claims **SJCOE** receives from **CLIENT**.

This Agreement shall automatically renew for additional periods of twelve (12) months each year unless one party has provided written notice of cancellation to the other party not less than ninety (90) days prior to the renewal date.

CLIENT may terminate this Agreement, with or without cause, upon ninety (90) days written notice to **SJCOE**, provided that **CLIENT** agrees to pay **SJCOE** all fees for services provided by **SJCOE** through the date of termination.

The obligations of **SJCOE** to protect the confidentiality of the PHI (as defined hereinafter) in its possession and/or known to it, its employees, agents or subcontractors, shall survive termination of this agreement for any reason. In addition, at the termination of this Agreement for any reason, **SJCOE** shall return, destroy, or de-identify all PHI received from, created, maintained, or received by **SJCOE** on behalf of **CLIENT**. If de-identification or destruction of all or part of the PHI is not commercially feasible, **SJCOE** shall extend the protections of this Agreement for as long as necessary to protect the PHI

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and to limit further access, use or disclosure of the PHI to those purposes that make the return or destruction of the PHI infeasible. If **SJCOE** elects to destroy the PHI it shall certify to **CLIENT** in writing that the PHI has been destroyed. Destruction of PHI must be in accordance with industry standards and processes for ensuring that reconstruction, re-use and/or re-disclosure of PHI is prevented after destruction, with the exact method of destruction dependent on the media in which the PHI is contained. To the extent applicable, **SJCOE** shall ensure any such destruction is consistent with state and/or federal record retention laws or regulations.

2. **SEIS BILLING INPUT DATA**

CLIENT shall be responsible for the input of all electronic entries into the Special Education Information System (SEIS), (IEP & Non-IEP) Billing, including electronic entries for the LEA Medi-Cal Billing Option Program and Multi-Payer Fee Schedule under the Children and Youth Behavioral Health Initiative (CYBHI), which **SJCOE** will process claims. Accurate, complete, and correct data necessary for **SJCOE** to perform its services hereunder shall be the sole responsibility of **CLIENT**. **SJCOE** will however make every reasonable effort to verify the completeness and accuracy of information underlying the claims it submits on the **CLIENT's** behalf. **SJCOE** shall not be responsible for any delays or failure to prepare a claim because of incomplete, inaccurate, or incorrect data provided by **CLIENT**. Any errors, mistakes or liability in connection with the failure of **CLIENT** to electronically enter such data, shall be the sole responsibility of **CLIENT** and every reasonable effort shall be made to correct such data by **CLIENT. CLIENT** shall notify **SJCOE** of any incorrect data and in the event **CLIENT** requests **SJCOE** to complete the necessary Claim Inquiry Form (CIF) to retract and resubmit such claims **SJCOE** will charge **CLIENT** a processing fee of Forty-Five Dollars ($45.00) per hour. Claim Submission for the LEA BOP must be received by the Department of Health Care Services (DHCS) Fiscal Intermediary (FI) by the Twelve-Month Billing Limit; within twelve (12) months following the month in which services were delivered. As such, for the LEA BOP, **SJCOE** must receive claims by or within twelve months of the service being rendered. For the Multi-Payer Fee Schedule, **SJCOE** must receive claims by or within one hundred (100) days after a service is rendered. Please note: claims submitted after the required time may become non-reimbursable or reimbursed at a significantly less amount. **SJCOE** will make every reasonable effort to submit each billing claim within forty-five (45) days of the claim input by **CLIENT**. **SJCOE** will also make every reasonable effort to bill any necessary retroactive claims in order to minimize revenue lost due to Department of Health Care Services one (1) year billing limit or the one hundred eighty (180) day billing limit established by the Third-Party Administrator for services billed under the Multi-Payer Fee Schedule. **CLIENT** acknowledges that in the event either entity denies reimbursement of a claim, such denials are common and **SJCOE** will randomly monitor these denials and make every attempt to re-bill for reconsideration of reimbursement.

3. **COST AND REIMBURSEMENT COMPARISON SCHEDULE SERVICES**

The Cost and Reimbursement Comparison Schedule (CRCS) is a mandatory requirement for participation in the LEA Medi-Cal Billing Option Program (LEA Program). The LEA Program requires that LEAs annually certify that the public funds expended for LEA

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services provided are eligible for federal financial participation, in accordance with 42 CFR 433.51. **CLIENT** ensures that only employees and/or contractors providing direct health services (mental health, speech, nursing, occupational, physical therapy, etc.) whom are listed on the Time Study Participant (TSP) cost pool 1 in a given quarter, may be included on the CRCS for that quarter. **SJCOE** will prepare the required bridging document template required by DHCS to include the eligible participants per quarter and provide to **CLIENT** for fiscal data completion. Upon receiving the fiscal information from **CLIENT**, **SJCOE** will prepare the CRCS report on behalf of **CLIENT**. **CLIENT** will certify the CRCS for accuracy prior to **SJCOE's** submission to DHCS. The submission of the CRCS is ultimately the responsibility of the **CLIENT.** Under DHCS' guidelines, **f**ailure to submit the CRCS may put the LEA at risk of future withholds of reimbursement and/or termination in the LEA BOP Program. If CLIENT participates in both the LEA Medi-Cal Billing Option Program (LEA BOP) and the CYBHI Multi-Payer Fee Schedule and chooses to use a different vendor for CYBHI billing services, CLIENT or its selected vendor shall be responsible for entering practitioner information required for CYBHI program participation.

4. **OPERATING PROCEDURES**

SJCOE shall be responsible for the processing of all claims for services rendered by **CLIENT** and its employees, which have been electronically submitted to **SJCOE** for processing. SJCOE will obtain and store pupil's Medi-Cal beneficiary eligibility in accordance with a signed, Agreement for Disclosure and Use of DHCS Data (hereinafter "Data Use Agreement" or "DUA") between the **CLIENT, SJCOE** and DHCS/Third-Party Administrator and hereby incorporated by reference.

SJCOE agrees to:

a. Provide training and forms required by **CLIENT** staff for the preparation of data required for the submission of the claims for interim reimbursement.

b. Maintain knowledge of current billing procedures, rules, and laws for California's Medi-Cal LEA Billing Option claiming program, CYBHI Multi-Payer Fee Schedule, School-Based Medi-Cal Administrative Activities and the Random Moment Time Survey Process. Maintain knowledge of the Centers of Medicare and Medicaid Services (CMS) guidelines as they pertain to the provision of services under this Agreement.

c. Establish and maintain procedures for the timely preparation of claims to the DHCS Fiscal Intermediary/Third-Party Administrator. This includes setting time schedules that must be adhered to by **CLIENT**'**s** staff.

d. Provide monthly management reports to **CLIENT** as support for the claims submitted to Medi-Cal DHCS/Third-Party Administrator. Prepare and submit

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monthly claims to the DHCS Fiscal Intermediary/Third-Party Administrator for payment.

e. **SJCOE** will provide technical assistance to **CLIENT** with gathering and maintaining data required for claiming. **SJCOE** will provide program support to **CLIENT** and will direct other resources to **CLIENT** as required. **SJCOE** will coordinate training support activities with the **CLIENT** either virtually or on-site as needed.

f. The Department of Health Care Services Audits and Investigations unit (A&I) conducts multiple audits ranging from random claims audits, CRCS audits (most common) to field audits. In the event of any of these audits, **SJCOE** will act as the liaison between the **CLIENT** and the auditor via email, phone, and virtual meetings to support the **CLIENT** in the audit process. Upon receiving an audit entrance letter from the DHCS, **SJCOE** will provide in a timely manner to the **CLIENT** the requested documentation to include production logs showing all processed claims for the audit year. Potential fees owed by, or returned, to the district will be based upon the specific final audit findings and circumstances.

CLIENT agrees to:

a. Ensure that all covered services are furnished by qualified practitioners acting within their scope of practice, in accordance with CCR Title 22; Business and Professions Code, Division 2, Sections 500 through 4998; and Education Code Section 44000. **CLIENT** will ensure that all qualified practitioners' licensure and credentials are current and in good standing with the respective licensing agent. **CLIENT** will notify **SJCOE** in writing of any changes in staffing both of employed and contracted practitioners.

b. As of July 1, 2021 in order to be eligible to receive interim reimbursement under the LEA Medi-Cal Billing Option Program, **CLIENT** shall follow all guidelines set forth by CMS and DHCS in participation and cooperation in School-Based Medi-Cal Administrative Activities (SMAA) Random Moment Time Study (RMTS) unless otherwise acting as a model 2 SJCOE contracting out for ALL direct health service practitioners. **CLIENT** agrees to ensure that claims and costs are necessary for the proper and efficient administration of LEA billing services. **CLIENT** agrees to ensure that individuals submitting claims for LEA Medi-Cal Billing Option Program are also included on the quarterly SMAA Cost Pool as a direct service provider (Cost Pool 1) and participates in the SMAA program in accordance with DHCS and CMS guidelines.

c. **SJCOE** recommends **CLIENT** implement a compliance plan in accordance with the Centers for Medicaid Services (CMS) and the Affordable Care Act. The Compliance plan is intended to assist Local Education Agencies (LEA) in developing and implementing effective compliance programs that promote,

adherence to, and allow for, the efficient monitoring of compliance with all applicable statutory, regulatory and Medicaid program requirements. An effective compliance plan should both articulate and demonstrate the LEAs commitment to ethical and legal business conduct and create a culture of compliance Federal Register / Vol. 63, No. 243 /. **CLIENT** agrees to adhere to all Policy and Procedure letters (PPL) relating to the LEA Medi-Cal Billing Option Program, School-Based Medi-Cal Administrative Activities and Targeted Case Management. **CLIENT** agrees to share the SMAA Quarterly Time Survey Participant lists with **SJCOE** Compliance staff to ensure accurate billing claims.

d. Provide ~~a~~ contact person(s) who shall serve as coordinator(s) for all **CLIENT** activities (LEA BOP/CYBHI Multi-Payer Fee Schedule and SMAA). These person(s) will work directly with **SJCOE's** management and support staff to ensure program compliance and authenticity.

e. Arrange for **CLIENT** staff to attend training sessions related to the electronic data input of SEIS billing and form/documentation completion. **CLIENT** will assume the responsibility of overseeing the participation of electronic entries and/or paper forms submitted to **SJCOE**.

f. In accordance with Title 42 of the Code of Federal Regulations (CFR), Sections 455.410 & 455.440, **CLIENT** agrees to include the National Provider Identifier (NPI) number of the Ordering Referring and Prescribing (ORP) practitioner on claims for treatment health care services. **CLIENT** also agrees that all practitioners who order, refer or prescribe treatment services must be individually enrolled as a Medi-Cal ORP provider.

The Parties Agree as follows pertaining to the electronic storage of PHI pursuant to this Agreement:

a. **Use and Disclosure of PHI by CLIENT; Responsibilities.** For purposes of this Agreement the parties acknowledge that regulations applicable to this Agreement include both the federal privacy regulations, as amended from time to time, issued under HIPAA and codified at 45 CFR Parts 160 and 164 (Subparts A & E) (the "**Privacy Rule**") and the federal security regulations, as amended from time to time, issued under HIPAA and codified at 45 CFR Parts 160 and 164 (Subparts A & C) (the "**Security Rule**"). **CLIENT** shall not include Protected Health Information in any Services other than as permitted by this Agreement.

i. **CLIENT** is responsible for implementing appropriate privacy and security safeguards to protect **CLIENT's** PHI in compliance with HIPAA and this Agreement. **CLIENT** acknowledges and agrees that **CLIENT** controls how the Covered Services are used and configured and is responsible for ensuring, where applicable, that such usage and configuration is in compliance with HIPAA, and that **CLIENT** shall Use and Disclose PHI only as permitted by HIPAA. Without limiting the generality of the foregoing, **CLIENT** shall do the following:

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1. Not authorize, request or require SJCOE to Use or Disclose PHI in any manner that would violate HIPAA if the Use or Disclosure were carried out by **CLIENT**, except as permitted under HIPAA and set forth in this Agreement.

2. Not agree to any restriction requests or place any restrictions in any notice of privacy practices that would cause **SJCOE** or one of its Subcontractors to violate this Agreement or any applicable law.

3. Use and retain a level of audit logging sufficient to record all activity related to use of and access to PHI in **CLIENT's** information systems.

4. Ensure that the use of any notation feature in the services, which **CLIENT** agrees and acknowledges is under **CLIENT's** sole control, discretion and liability, is compliant with HIPAA

b. **Use and Disclosure of PHI by SJCOE; Responsibilities. SJCOE** shall Use or Disclose PHI only in the manner and for the purposes set forth in this Agreement or in accordance with the Agreement and not in any other manner or for any other purposes. Without limiting the generality of the foregoing, **CLIENT** hereby authorizes **SJCOE** to do the following:

1. Use and Disclose PHI as necessary to provide and maintain the HIPAA Covered Services, to prevent or address service or technical problems, and to perform **CLIENT** support services for **CLIENT**;

2. Use and Disclose PHI as Required by Law; and

3. Use and Disclose PHI as necessary for the proper management and administration of **SJCOE** and to carry out the legal responsibilities of **SJCOE**.

c. **Protection of PHI.** In connection with its receipt, maintenance or transmission of PHI on behalf of **CLIENT**, **SJCOE** agrees to do the following:

1. in accordance with 45 CFR § 164.502(e)(1), **SJCOE** may disclose PHI to Subcontractors and such Subcontractors shall have the rights to Use and Disclose PHI under the agreement between SJCOE and each Subcontractor, provided that SJCOE shall ensure that any Subcontractors that receive, maintain or transmit PHI on behalf of **SJCOE** agree to restrictions and conditions no less restrictive than those that apply to **SJCOE** in this Agreement with respect to such PHI;

2. use appropriate administrative, technical and physical safeguards, and comply, where applicable, with the Security Rule with respect to any PHI that constitutes Electronic Protected Health Information, to prevent Use or Disclosure of PHI other than as provided for by this Agreement; and

3. to the extent **SJCOE** carries out the **CLIENT's** obligations under the Privacy Rule, if applicable, comply with the requirements of the Privacy Rule that apply

to the **CLIENT** in the performance of those obligations; notwithstanding the foregoing, the parties acknowledge that, under the Agreement and this Agreement, unless otherwise agreed upon by the parties in writing, SJCOE has no obligations to carry out any of **CLIENT'**s obligations under the Privacy Rule.

i. Breach Notification.

5. SJCOE shall report to **CLIENT** any Use or Disclosure of PHI not provided for in this Agreement of which **SJCOE** becomes aware, including any Breach of Unsecured Protected Health Information in accordance with 45 CFR § 164.410. **SJCOE** shall provide to the **CLIENT** all information required by 45 CFR § 164.410(c) to the extent known and provide any additional available information reasonably requested by **CLIENT** for purposes of investigating the Breach as required by HIPAA. For purposes of this Agreement, "**Breach**" means the acquisition, access, Use or Disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI as defined, and subject to the exclusions set forth, in 45 CFR § 164.402.

6. **SJCOE** shall be required to report to **CLIENT**, without unreasonable delay, only successful Security Incidents pertaining to PHI of which **SJCOE** becomes aware. **SJCOE** hereby provides **CLIENT** with notice in this Section 4(ii) of the ongoing existence and occurrence of attempted but unsuccessful Security Incidents, which include, but are not limited to, pings and other broadcast attacks on **SJCOE's** firewall, port scans, unsuccessful log-in attempts, denial of service attacks and any combination of the above, so long as such incidents do not result in unauthorized access, Use or Disclosure of PHI. The parties agree that no further notice of unsuccessful Security Incidents is required.

ii. **Access by HHS.** SJCOE shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary of the United States Department of Health and Human Services for purposes of determining **CLIENT's** compliance with HIPAA.

iii. **Individual Access Requests. SJCOE** shall forward to **CLIENT** any requests **SJCOE** receives from an Individual for access to the Individual's PHI that is entered in the HIPAA Covered Services by CLIENT to which CLIENT shall respond in accordance with the requirements of 45 CFR § 164.524. The parties agree that, by providing the HIPAA Covered Services, when properly configured by CLIENT to the extent required by the BAA Restrictions, **SJCOE** will make available to **CLIENT** all PHI then contained in the HIPAA Covered Services by **CLIENT**, including PHI about an Individual, to facilitate **CLIENT's** compliance with the requirements of 45 CFR § 164.524.

iv. **Non-Compliance.** If either party becomes aware that the other party has engaged in a pattern of activity or practice that constitutes a material

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breach or violation of this Agreement, the non-breaching party may request in writing that the breaching party cure the breach or violation. If the breach or violation is not cured within 30 days of the written notice, the non-breaching party may terminate this Agreement and the Agreement.

5. **FEE SCHEDULE**

CLIENT shall pay **SJCOE** by the number of processing and administrative hours worked. In accordance with regulations 42 CFR §447.10 and 22 CCR § 51502.1, **SJCOE** will validate the number of hours worked on the project by assuming approximately twenty percent (20%) of the LEA Coordinator's time at Eighty-Four Dollars ($84.00) per hour and eighty percent (80%) of the LEA Project Liaison's time at Fifty-One Dollars ($51.00) per hour. For **CLIENT** convenience, this typically amounts in and around to twelve percent (12%) charged to the LEA, however a percentage charge is prohibited by Federal regulations.

SJCOE anticipates receiving periodic reports from Medi-Cal regarding which **CLIENT'S** claims, submitted by **SJCOE**, were paid by Medi-Cal. Based on such reports, **SJCOE** shall submit invoices to **CLIENT**, which shows the amount **CLIENT** must pay **SJCOE** for claims submitted by **SJCOE** and paid to **CLIENT**. **CLIENT** must remit payment to **SJCOE** for the claims paid, as reflected on **SJCOE'S** invoice to **CLIENT**, within sixty (60) days of the date of invoice. A Seventy-Five Dollar ($75.00) late fee will be applied to each monthly invoice where **SJCOE** has not received payment within the ninety (90) days of the date of invoice.

6. **OWNERSHIP OF PROGRAMS AND CONFIDENTIALITY OF DATA**

All computer hardware, operating system software, application software, programs, documentation, specifications, tapes, instruction manuals and similar material utilized and/or developed by **SJCOE** in connection with its systems and all patents, trade secrets, copyrights, trademarks, and other intellectual property rights are, as between **SJCOE** and **CLIENT**, the sole and exclusive property of **SJCOE**. **CLIENT** agrees to make no unauthorized use of these materials and systems and to preserve these materials and maintain the confidentiality of any and all of these materials in its possession.

CLIENT will abide by all Recitals as set forth in **CLIENT's** (SEIS) Technology Agreement specific to AB 1584.

WHEREAS, SJCOE provides digital education software that is authorized to access, store and use Pupil Records and/or provides services, including cloud-based services, for the digital storage, management and/or retrieval of Pupil Records;

WHEREAS, CLIENT is a "local educational agency" under California Education Code Section 49073.1(3), which defines "local educational agency" as including "school districts, county offices of education, and charter schools;"

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WHEREAS, SJCOE is a "third party" under California Education Code Section 49073.1(6), which defines "third party" as a **SJCOE** of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Pupil Records;

WHEREAS, California Education Code Section 49073.1 requires that any contract for the provision of services entered into between **SJCOE** and **CLIENT** contain provisions specified in sections (b)(1) through (b)(9) of California Education Code Section 49073.1;

WHEREAS, SJCOE and **CLIENT** desire to amend the terms of the Agreement to satisfy the requirements of California Education Code section 49073.1; and now therefore, **SJCOE** and **CLIENT** agree to the terms in compliance with California Education Code Section 49073.1:

I. Definitions: As used herein the following terms are defined as follows:

a. "Adult Pupil" means a Pupil who has reached 18 years of age.

b. "De-identified Information" means information that cannot be used to identify an individual pupil.

c. "Parent" means a natural parent, an adopted parent or legal guardian of a Pupil.

d. "Pupil" or "Pupils" means a student or students of **CLIENT**.

e. "Personally Identifiable Information" includes: 1) the Pupil's name, 2) the name of the Pupil's parent or other family members, 3) the address of the Pupil or Pupil's family, 4) a personal identifier, such as a Pupil's social security number, Pupil's number, or biometric record, 5) other indirect identifiers, such as the Pupil's date of birth, place of birth, and mother's maiden name, 6) other information that, alone or in combination, is linked or linkable to a specific Pupil that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the Pupil with reasonable certainty, or 7) information requested by a person who the educational agency or institution reasonably believes knows the identity of the Pupil to whom the Pupil Record relates.

f. "Pupil Records" means both of the following: 1) any information directly related to a Pupil that is maintained by **SJCOE**, including Personally Identifiable Information, and 2) any information acquired directly from the Pupil through the use of instructional software or applications assigned to the Pupil by a teacher or other **CLIENT** employee. "Pupil Records" does not mean aggregated de-identified Information used by **SJCOE** for the following purposes: to improve educational products for adaptive learning purposes and for customizing Pupil learning; to demonstrate the

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effectiveness of **SJCOE's** products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

II. Ownership and Control of Client Data, Including Pupil Records. At all times during the term of this Agreement and after termination of this Agreement, all Pupil Records remain the exclusive property of **CLIENT** and **CLIENT** retains exclusive rights, ownership and control thereto.

III. Use of Pupil Records. **SJCOE** shall not use any Pupil Records to which it has access by way of this Agreement for any purpose other than those required or specifically permitted by this Agreement.

IV. Review and Correction of Pupil Records. A Parent or Adult Pupil may review his/her Pupil Records that are retained, stored, hosted, accessed or used by **SJCOE** by making a request in writing to **CLIENT** for access to the subject Pupil Records. Subject to **CLIENT** verification of identity, approval of disclosure and redaction of any Personally Identifiable Information of a Pupil other than the Pupil of the Parent or Adult Pupil, who is making the request, **CLIENT** will direct **SJCOE** to provide access to any/all requested Pupil Records within five (5) business days or as otherwise required by law, by issuing the Parent or Adult Pupil a temporary user name and password to log on to the **SJCOE's** software/information system to review the requested Pupil Records. This time frame may be extended by written consent of the Parent or Adult Pupil. A Parent or Adult Pupil may submit written corrections to Pupil Records retained, stored, hosted, accessed or used by **SJCOE** to **CLIENT**. **CLIENT** shall have exclusive authority over **SJCOE** with respect to authorizing disclosure of Pupil Records pursuant to this Agreement.

V. A Parent or Adult Pupil may correct erroneous information identified upon review of Pupil Records by making a written request to **CLIENT**. Subject to **CLIENT's** verification of identity and approval of such a request to correct the erroneous information, **CLIENT** shall notify **SJCOE** of the approved request and direct **SJCOE** to correct the erroneous information. **SJCOE** will not make any modification to Pupil Records unless specifically directed to do so by **CLIENT**. **SJCOE** shall direct all requests to review and/or correct erroneous information to **CLIENT**.

VI. Targeted Advertising Prohibited. **SJCOE** shall not use any **CLIENT** Data, including Pupil Records, to engage in targeted advertising during the term of this Agreement, and this provision survives the termination of this Agreement.

VII. Security and Confidentiality of Pupil Records. **SJCOE** will do the following to ensure the security and confidentiality of Pupil Records:

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a. Designate an employee responsible for the training and compliance of all **SJCOE** employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement.

b. **SJCOE** will protect the confidentiality of Pupil Records and take all reasonably necessary measures consistent with industry standards to protect **CLIENT** Data from any and all unauthorized access and disclosures.

c. **SJCOE** has designated an individual responsible for training **SJCOE** employees, agents and assigns on reasonable protection measures and the confidentiality of Pupil Records consistent with state and federal law.

d. **SJCOE** shall not disclose Pupil Records, except as specified under the terms of this Agreement or as required by law.

e. **SJCOE** shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained, accessed or used Pupil Records received from or on behalf of **CLIENT** and/or Pupils.

f. **SJCOE** warrants that all confidentiality and security measures identified in this Agreement will be extended by contract to any and all subcontractors used by **SJCOE**, if any, to execute the terms of this Agreement.

g. **SJCOE** warrants that all Pupil Records will be encrypted in transmission and storage.

h. **SJCOE** will use appropriate and reliable storage media, which shall include weekly backup of all input provided by **CLIENT** and offsite storage of backup material for a thirty (30) day period.

VIII. Unauthorized Disclosure Notifications. In the event of an unauthorized disclosure of Pupil Records, the following process will be followed:

a. Immediately upon becoming aware of a compromise of Pupil Records, or of circumstances that could have resulted in an unauthorized access to or disclosure of Pupil Records, **CLIENT** and **SJCOE** agree to notify the other Party, fully investigate the incident and fully cooperate with the other Party's investigation of the incident, implement remedial measures and respond in a timely manner.

b. Parent or Adult Pupil will be immediately notified of:

v. The nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.);

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vi. The specific Pupil Records that were used or disclosed without authorization;

vii. What **SJCOE** and **CLIENT** have done or will do to mitigate any effects of the unauthorized use or disclosure; and

viii. What corrective action **SJCOE** and **CLIENT** have taken or will take to prevent future occurrences.

Except as otherwise required by law, **SJCOE** will not provide notice of the incident directly to the Parent or Adult Pupil whose Pupil Records were involved, regulatory agencies, or other entities, without prior written permission from **CLIENT**.

IX. Compliance with Applicable Laws. **CLIENT** Data includes Pupil Records subject to the Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g). **SJCOE** recognizes that as a county office of education and public entity, **SJCOE** is considered a "School Official" (as the term is used in FERPA and its implementing regulations) for any and all software, hosting and services provided to **CLIENT** through this Agreement. The Parties agree that the services provided to **CLIENT** through this Agreement serve a "legitimate educational interest," as defined and used in FERPA and its implementing regulations. The Parties agree to jointly ensure compliance with FERPA, its implementing regulations and Pupil privacy and confidentiality requirements of California law, including but not limited to California Education Code Section 49060 et. seq. The Parties shall comply with the following process for compliance with FERPA and California law:

a. **SJCOE** and **CLIENT** warrant that they are familiar with the confidentiality, security and disclosure requirements of FERPA, its implementing regulations and Pupil privacy and confidentiality requirements of California law, including but not limited to Education Code Section 49060 et. seq., and have designated an individual responsible for ensuring compliance therewith.

b. **SJCOE** and **CLIENT** shall abide by the disclosure, security, breach notification, retention/destruction and use provisions contained in this Agreement and as required by law.

By the signature of its authorized representative or agent below, **SJCOE** hereby acknowledges that **CLIENT** has provided notice under California Education Code Section 49075(a) and 34 C.F.R. section 99.33(d) that **SJCOE** is strictly prohibited from disclosing Pupil Records from **CLIENT** to any third party without the prior written consent and direction to authorize disclosure by **CLIENT**.

X. Within thirty (30) days of the Effective Date of termination of this Agreement, or within thirty (30) days from completion of this Agreement, **SJCOE** warrants that it will securely transmit all **CLIENT** Data, including Pupil Records, to **CLIENT** in ASCII delimited file format or other mutually agreed format, without retaining any copies of **CLIENT** Data. In the alternative, and subject to a written request from **CLIENT**, **SJCOE** will securely destroy all **CLIENT** Data, including Pupil Records, upon termination of this Agreement. **SJCOE** will then provide verification to **CLIENT** that the **CLIENT** Data not otherwise returned to **CLIENT** was destroyed subject to **CLIENT's** written request, the date of destruction and the method of destruction.

The parties agree that, because of the sensitive nature of data and in view of the proprietary nature of business information, it is essential that all information, data and materials, whether transmitted in hard copy or in electronic media form, be maintained in each party's confidence. Each party agrees for itself, its employees, agents and independent contractors, that all information and/or data and/or materials received from the other party shall be held in confidence and each part agrees not to reproduce, disclose, or relinquish any data, information or materials to any party other than an authorized representative of the other party. Both parties agree to utilize a SFTP secure network to exchange all sensitive information.

The parties agree that, because of the unique nature of the data and/or information and/or materials to be transmitted that money damages for breach of the foregoing provision shall be wholly inadequate to fully compensate the aggrieved party and therefore the aggrieved party shall be entitled to full temporary and/or permanent injunctive relief against any breach or threat of breach of the foregoing provisions.

7. **HIPAA OBLIGATIONS**:

The parties agree that some of the data specified in this Agreement may constitute Protected Health Information (PHI), including protected health information in electronic media (ePHI), under federal law, and personal information (PI) under state law. The parties agree to comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act) and their implementing privacy and security regulations, which include the Final Omnibus Rule, at 45 CFR Parts 160 and 164 (HIPAA regulations), the provisions of the California Information Practices Act (IPA) at Civil Code section 1798 et. seq., Confidentiality of Substance Use Disorder Patient Records at 42 CFR Part 2, and the provisions of other applicable federal and state laws as required by the Data Use Agreement. The PHI subject to this Agreement shall be and remain the property of **CLIENT**. **SJCOE** shall acquire no title or rights to the PHI as a result of this Agreement.

a. **SJCOE** shall be permitted to use or disclose PHI provided or made available from **CLIENT** to perform any function on behalf of **CLIENT** with regard to the use and disclosure of, and/or access to, PHI that is

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required, necessary or desirable for **SJCOE** to carry out its Contractual Obligations under this Agreement and/or other business responsibilities on behalf of **CLIENT** provided such function would not violate HIPAA if done by **CLIENT**. **SJCOE** may use or disclose PHI as required by law.

b. Except as otherwise limited in this Agreement, **SJCOE** is permitted to use and disclose PHI received from **CLIENT** if necessary for the proper management and administration of **SJCOE**, to carry out the legal responsibilities of **SJCOE**, or otherwise in a manner which does not identify individual patients, provided:

   i. The disclosure is required by law;

   ii. **SJCOE** obtains reasonable assurance from the person or entity to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person or entity; the person or entity will use appropriate safeguards to prevent unauthorized access to, use or disclosure of the PHI, and the person or entity in possession of the PHI immediately notifies **SJCOE** of any instance in which it is aware that the confidentiality of PHI has been breached; or

   iii. the PHI is de-identified.

c. **SJCOE** shall ensure that its uses and disclosures of, and requests for PHI to or on behalf of **CLIENT**, are consistent with the minimum necessary requirement under HIPAA and **CLIENT's** minimum necessary policies and procedures.

d. **SJCOE** may use PHI to de-identify the information in accordance with 45 CFR 164.514 (a)-(c).

e. **SJCOE** may provide data aggregation services relating to the Health Care Operations of **CLIENT.**

8. **BUSINESS ASSOCIATE HIPAA OBLIGATIONS**

I. **SJCOE** shall not use or further disclose the PHI provided or made available by **CLIENT** other than as permitted or required by this Agreement or as required by law.

XI. As of the Agreement Effective Date, **SJCOE** shall establish and thereafter maintain appropriate safeguards, including but not limited to those necessary for compliance with 45 CFR Part 164 (c), to prevent any access to, or use or disclosure of the PHI, other than as provided for in this Agreement and shall

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implement Administrative, physical, and Technical Safeguards that reasonably and appropriately protect the confidentiality integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of **CLIENT**.

XII. **SJCOE** shall provide HIPAA compliance education to its existing employees and all new hires who may have access to PHI.

XIII. As of the Agreement Effective Date, **SJCOE** shall implement reasonable and appropriate policies and procedures, as set forth in 45 CFR 164.316, to comply with the standards, implementation specifications, and/or other security requirements for the protection of electronic PHI.

XIV. Any time that **SJCOE's** subcontractor or agent creates, receives, maintains, or transmits the PHI on behalf of **SJCOE**, **SJCOE** shall first enter into a written Agreement with the subcontractor or agent that contains the same terms, conditions, and restrictions on the access, use and disclosure of PHI as contained in this Agreement. **SJCOE** shall also ensure that any subcontractor or agent to whom **SJCOE** provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect such electronic PHI.

XV. **SJCOE** shall make available PHI in a Designated Record Set to **CLIENT** as necessary to satisfy **CLIENT's** obligation under 45 CFR 164.524. In the event **SJCOE** receives a request for access to PHI directly from the individual, **SJCOE** shall forward such request to **CLIENT** promptly, and in no case later than five (5) business days following such request.

XVI. **SJCOE** shall use reasonable efforts to facilitate **CLIENT's** obligation to make PHI in a Designated Records Set available for appropriate amendment by an Individual pursuant to 45 CFR 164.526. In the event that **SJCOE** receives a request to amend such PHI directly from the Individual, **SJCOE** shall forward such request to **CLIENT** promptly, and in no case later than five (5) business days following such request.

XVII. **SJCOE** shall maintain and make available the information required to provide an accounting of disclosure of PHI to **CLIENT** as necessary to satisfy **CLIENT's** obligation under 45 CFR 164.528. In the event that **SJCOE** receives a request for an accounting directly from an Individual, **SJCOE** shall forward such request to **CLIENT** promptly, and in no case later than five (5) business days following such request.

XVIII. To the extent **SJCOE** is to carry out one or more of **CLIENT's** obligations under 45 CFR 164(e), **SJCOE** shall comply with the requirements of such Subpart that apply to **CLIENT** in the performance of such obligation(s).

XIX. **SJCOE** shall make its internal practices, books, and records relating to the use or disclosure of PHI received by **SJCOE** on behalf of **CLIENT**, available to the Secretary of the Secretary's designee for the purpose of determining compliance with HIPAA.

XX. **SJCOE** shall have procedures in place for mitigating, the maximum extent practicable, any deleterious effect from the access, use or disclosure of PHI in a manner contrary to or inconsistent with this Agreement and HIPAA.

XXI. **SJCOE** shall establish and implement a system of sanctions, including documentation of the sanctions that are applied, if any, for any employee, agent or subcontractor who violates this Agreement or HIPAA.

9. **COVERED ENTITY HIPAA OBLIGATIONS**

I. **CLIENT** shall notify **SJCOE** of **CLIENT's** Notice of Privacy Practices, including any limitation(s) in accordance with 45 CFR 164.520, to the extent the Notice of Privacy Practices and/or such limitation(s) may affect **SJCOE's** use or disclosure of PHI.

XXII. **CLIENT** shall notify **SJCOE** of any changes in, or revocation of, the permission by an individual to use or disclose PHI, to the extent that such changes may affect **SJCOE's** use or disclosure of PHI.

XXIII. **CLIENT** shall notify **SJCOE** of any amendment or restriction to use or disclosure of PHI that **CLIENT** has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect **SJCOE's** use or disclosure of the PHI.

XXIV. **CLIENT** shall not request **SJCOE** to use or disclose PHI in any manner that would not be permissible under 45 CFR 164(e) if done by **CLIENT** (except as set forth in Section 7 above).

10. **LIMITATION OF LIABILITY ARISING FROM DEFAULT IN SERVICES**

SJCOE SHALL NOT BE LIABLE OR DEEMED TO BE IN DEFAULT FOR ANY DELAYS OR FAILURES IN PERFORMANCE OR NON-PERFORMANCE OR INTERRUPTION OF SERVICE UNDER THIS AGREEMENT RESULTING FROM ANY CAUSE BEYOND THE REASONABLE CONTROL OF SJCOE. SJCOE'S LIABILITY, UNDER THIS AGREEMENT, IS LIMITED TO THE AMOUNT PAID BY CLIENT FOR THE SERVICES. SJCOE SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF THIS AGREEMENT.

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SJCOE IS PROVIDING THE SEIS BILLING PROGRAM FOR CLIENT'S USE. ACCORDINGLY, SJCOE SHALL NOT BE LIABLE FOR CLIENT'S CONDUCT, INCLUDING ANY VIOLATION OF APPLICABLE LAWS OR REGULATIONS, RESULTING FROM CLIENT'S USE OF THE SEIS BILLING PROGRAM.

11. **GENERAL**

b. **ENTIRE AGREEMENT** – This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.

c. **SUCCESSORS** – This Agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the respective parties hereto. Each party agrees that there are no third-party beneficiaries to this Agreement. Neither party may assign this Agreement in whole or in part, without the prior written consent of the non-assigning party except in connection with the sale of all or substantially all of its assets or outstanding capital stock.

d. **ATTORNEYS** – In the event that either **SJCOE** or **CLIENT** commences a legal proceeding, each party shall pay their own attorney's fees.

e. **SEVERABILITY** – In the event that any term or provision of this Agreement is held to be illegal, invalid or unenforceable under the laws, regulations or ordinances of any federal, state or local government, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby.

f. **CHANGE IN LAW/REGULATION** – In the event that any new laws, regulations, or interpretations applicable to the laws or regulations referenced herein are promulgated, **CLIENT** and **SJCOE** shall use reasonable efforts to promptly amend this Agreement to comply with such change without any financial concession.

g. **AMENDMENT** – This Agreement may only be amended by a written Agreement between **SJCOE** and **CLIENT**.

h. **NOTICES** – Any notice sent pursuant to this Agreement shall be sent by certified mail to the parties at their respective addresses.

i. **STATE LAW** – This Agreement shall be governed by and construed in accordance with the laws of California.

j. **SURVIVAL OF NON-DISCLOSURE OBLIGATION** - The obligation of non-disclosure and confidentiality recited in this Agreement shall survive the termination

of this Agreement and shall be in full force and effect notwithstanding such expiration or termination.

k. **ANTI-FRAUD AND ABUSE** – Notwithstanding anything to the contrary herein this Agreement shall be subject to all applicable federal, state and local laws, regulations and directives concerning the Medicare/Medicaid and other medical reimbursement fraud and abuse limitations. To the extent anything contained herein purportedly herein or actually violates or is challenged as violating any of the above laws, statutes, regulations or interpretations, then the provision in question or this entire Agreement, if necessary, shall be automatically void and of no effect whatsoever.

l. **DESCRIPTIVE HEADINGS** - The descriptive headings in the Agreement are for convenience and reference only and in no way affect or alter the intent or effect of this Agreement.

12. **EQUAL EMPLOYMENT OPPORTUNITY**

It is and has been the policy of **SJCOE** to provide equal employment and individual opportunity to all job applicants and employees without regard to race, color, religion, sex, sexual orientation, gender, gender identity, gender expression, age, ethnicity, nationality, national origin, ancestry, medical condition, marital status, veteran or disability status. It is **SJCOE's** policy not to violate Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, or any other local, state or federal law, regulation or ordinance prohibiting discrimination in employment.

SJCOE MAKES NO REPRESENTATION OR WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARISING BY OPERATION OF LAW OR OTHERWISE, EXCEPT AS EXPRESSLY STATED HEREIN.

[Signatures on following page.]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date. Further, the client's signature below affirms he/she is an authorized representative for the **CLIENT**.

San Joaquin County Office of Education

BY: _____

NAME: Warren Sun

TITLE: Division Director, Operations

California Pacific Charter Schools

BY: _____

NAME: _____

TITLE: _____

Approved by Board Date:_____
Please attach a copy of Board approved minutes.

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SAN JOAQUIN COUNTY OFFICE OF EDUCATION
SEIS BILLING SERVICES AGREEMENT
ATTACHMENT A - LEA BOP

☐ **Individual LEA:**

Selection of this box indicates that the LEA will be utilizing SEIS Billing exclusively for its **Local Educational Agency Billing Option Program (LEA BOP)** billing as an individual LEA that is not billing under a consortium model.

☐ **Billing Consortium:**

Selection of this box indicates that the LEA is utilizing SEIS Billing exclusively for its Local **Educational Agency Billing Option Program (LEA BOP)** billing as the Lead LEA consortium. Under this consortium model, the Lead LEA and each member LEA listed below will exclusively be using SEIS Billing as their third-party billing vendor for the Local Educational Agency Billing Option Program. The Lead LEA has also confirmed with each member LEA the following:

1. The Lead LEA is the Member LEA's agent;
2. The Lead LEA is authorized to handle all matters concerning LEA BOP with DHCS on behalf of the Member LEA;
3. If the Member LEA is a HIPAA covered entity, a HIPAA business associate agreement is in place with the Lead LEA;
4. All personally identifiable data will be protected by the Family Educational Rights and Privacy Act (FERPA) and/or, if applicable, HIPAA; and,
5. The Lead LEA's authority is valid until the member LEA has revoked authority in writing.

The Billing Consortium model as referenced above consists of the following:

LEA NAME	National Provider Identifier (if the member has one)	LEA Address
LEAD LEA:		
MEMBER LEAs:		

_____
User Initials

LEA Billing Consortium Sheet (continued)

LEA NAME	National Provider Identifier (if the member has one)	LEA Address
LEAD LEA:		
MEMBER LEAs:		

_____
User Initials

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
SEIS BILLING SERVICES AGREEMENT
ATTACHMENT B - CYBHI Multi-PAYER FEE SCHEDULE

☐ **Individual LEA:**

Selection of this box indicates that the LEA will be utilizing SEIS Billing exclusively for its **Children and Youth Behavioral Health Initiative (CYBHI) Multi-Payer Fee Schedule** billing as an individual LEA that is not billing under a consortium model.

☐ **Billing Consortium:**

Selection of this box indicates that the LEA is utilizing a consortium model for its **Children and Youth Behavioral Health Initiative (CYBHI) Multi-Payer Fee Schedule billing**. Under this consortium model, the Lead LEA and each member LEA listed below will exclusively be using SEIS Billing as their third-party billing vendor for the Children and Youth Behavioral Health Initiative, Multi-Payer Fee Schedule. The Lead LEA has also confirmed with each member LEA the following:

1. The Lead LEA is the Member LEA's agent;
2. The Lead LEA is authorized to handle all matters concerning CYBHI with DHCS and Carelon Behavioral Health (CBH) on behalf of the Member LEA;
3. If the Member LEA is a HIPAA covered entity, a HIPAA business associate agreement is in place with the Lead LEA;
4. All personally identifiable data will be protected by the Family Educational Rights and Privacy Act (FERPA) and/or, if applicable, HIPAA; and,
5. The Lead LEA's authority is valid until the member LEA has revoked authority in writing.

The Billing Consortium model as referenced above consists of the following:

LEA NAME	National Provider Identifier (if the member has one)	LEA Address
LEAD LEA:		
MEMBER LEAs:		

_____
User Initials

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LEA Billing Consortium Sheet (continued)

LEA NAME	National Provider Identifier (if the member has one)	LEA Address
LEAD LEA:		
MEMBER LEAs:		

_____
User Initials

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Coversheet

Consent - Personnel Services

Section: VIII. Consent
Item: C. Consent - Personnel Services
Purpose:
Submitted by:
Related Material: DRAFT School Psychologist Board Approved August 2025.docx.pdf
Employee Handbook 8.2025 Revisions Summary.docx.pdf
Employee Handbook 8.2025.docx.pdf
SDCOE STRS Reporting Agreement 25-26.pdf

California Pacific Charter Schools

School Psychologist

Job Description

Reports To:	Assistant Director of Special Education
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Certificated Specialist - School Psychologist
Work Schedule:	200 days
Location:	Onsite and Remote office

Position Summary

Under the direction of the Assistant Director of Special Education, perform a variety of professional activities involved in the observation, assessment and treatment of mental health issues and problems among identified students; participate in the planning, development and implementation of related Individualized Education Plans (IEPs), behavior plans, and educational goals and services; provide psychological counseling and consultation to students, families, and others, as needed.

Minimum Qualifications

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

- Valid California pupil personnel services credential with special authorization in school psychology
- Education Specialist degree (Ed.S) in psychology or related field
- State and federal fingerprint clearance (LiveScan) to work with students (Education Code Section 44237). No prospective employee can report to work without this clearance being received and Human Resources notifying the immediate supervisor of this clearance.
- Proof of a clear TB test dated within the last 60 days (Education Code Section 49406) upon employment and thereafter updated every four years

General Skills

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

Essential Duties And Responsibilities

1. Provide psychological services to facilitate and enhance student learning, adjustment, and performance in educational activities and special education programs.
2. Conduct psychological assessments and evaluations of students including observations and interviews; administer and interpret results of psychological assessment tests; identify, diagnose and formulate educational, treatment, developments and remediation plans and strategies for various disabilities, disorders and other student issues.
3. Attend, participate, and facilitate as assigned in IEP, Student Study Team, and other assigned meetings and conferences concerning students with special needs; collaborate with faculty, staff, and administrators in the formulation, development and implementation of IEPs, behavior plans and related services, goals, objectives and options.
4. Provide consultations and technical assistance to families, faculty, administrators and others concerning mental health, behavioral and educational issues and problems; provide detailed technical information concerning related treatment, developmental remediation, transition and intervention plans, programs, practices, procedures, techniques and strategies.
5. Determine eligibility for and recommend student placement in various special education programs and services.
6. Write concise and detailed reports concerning psychological observations, assessments and evaluations; prepare and distribute a variety of correspondence related to assigned caseload and psychological services. Prepare and maintain a variety of logs, records, reports and files related to students, transition, behavior plans, medical billings, interviews and assigned activities.
7. Monitor and confer with teachers, administrators, students and families concerning the progress of students; visit online sessions to assist students, and monitor and assess student needs, behavior and progress; modify and adjust treatment, developmental and remediation strategies as appropriate.
8. Collaborate with administrators, faculty, staff, families and others in the resolution of educational and due process issues and conflicts; maintain current knowledge of and assist in assuring student educational services comply with applicable standards, requirements, laws, codes, regulations, policies and procedures.
9. Perform assessment, diagnosis, and consultation in accordance with federal and state legal guidelines for special education students including initial evaluations, re-evaluations, and Plan Reviews.
10. Coordinate and collaborate with outside agencies and health professionals in the treatment of student mental health issues and problems; facilitate student transition between outside agency programs and services; refer students and families to various outside programs and services as appropriate.
11. Follow appropriate protocols and boundaries to communicate with personnel, outside agencies and the public to exchange information, coordinate activities and resolve issues or concerns.
12. Provide crisis intervention and counseling for students, faculty and families as needed.

13. Participate, facilitate and attend professional development activities.
14. Conduct individual and group counseling as required by IEPs and the needs of the student population.

General Expectations

1. Attends weekly meetings.
2. Participates in PLCs.
3. Obtains reports as needed from the SIS; analyzes data and makes recommendations.
4. Meets established deadlines.
5. Follows all school policies and procedures.
6. Follows legal mandates relative to reporting.

Staff Support

- Meets with teachers, school counselors, social workers and others relevant to student success.
- Provides relevant professional development for staff and faculty.

Other Duties

- Document and report to the school's management all formal disciplinary actions involving students and staff; address and resolve complaints from students, parents, and staff in a timely manner; ensure compliance with the school's Uniform Complaint Policy; the school's Uniform Technology Policy; and the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act)
- Respond to all school-related written correspondence, phone calls, text messages, voicemails, and emails within 24 business hours
- Respond to emergency communication immediately and be available for potential emergencies outside of school hours
- Perform other duties as assigned

Knowledge and Abilities

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

Knowledge of

- Applicable laws, codes, rules and regulations.
- Psycho-educational evaluation practices, procedures and methods
- Principles, practices, methods and procedures involved in the observation, assessment, and treatment of psychological, behavioral and educational issues and problems among students with special needs.
- Individual and group counseling techniques

- Practices, procedures and techniques involved in the development and implementation of IEP and behavior intervention plans.
- Correct English usage, grammar, spelling, punctuation, and vocabulary.
- Interpersonal skills using tact, patience, and courtesy.
- Oral and written communication skills.
- Operation of a computer and assigned software.
- Methods of collecting and organizing data and information.
- Research, record keeping, and report writing techniques.
- Customer service and public relations techniques.

Ability to

- Perform a variety of professional activities involved in the observation, assessment and treatment of mental health issues and problems among identified students with special needs.
- Observe students and conduct psychological assessments, tests, and evaluations. Identify and formulate educational, treatment, development and remediation plans and strategies for various disabilities, disorders, and other student issues.
- Understand and resolve issues, complaints, or concerns.
- Analyze situations accurately and adopt an effective course of action.
- Assure efficient and timely completion of assessments, projects, and activities.
- Establish and maintain cooperative and effective working relationships with others.
- Interpret, apply and explain laws, codes, rules, regulations, policies, and procedures.
- Operate a variety of equipment including a computer and assigned software.
- Maintain financial and statistical records.
- Maintain confidentiality of privileged and sensitive information.
- Plan and organize sessions with students.
- Complete work with many interruptions.
- Compile and verify data and prepare reports.
- Communicate effectively both orally and in writing using correct grammar, spelling, and punctuation.
- Participate as a positive team member for the purpose of enhancing and sharing knowledge and skills for the delivery of best practices.

Use of Computer Technology

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

Physical Demands

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

- Hearing and speaking to exchange information and respond to student needs
- Dexterity of hands and fingers to demonstrate activities and operate therapeutic equipment
- Operate a computer and other office productivity machinery
- Seeing to read a variety of materials
- Close vision and ability to adjust focus
- Bending at the waist, kneeling, or crouching
- Sitting or standing for extended periods of time
- Lifting objects up to 25 pounds with or without assistance

Work Environment

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

- Noise level is generally moderate
- Meetings conducted in public and private settings
- Indoor and outdoor in varying temperatures
- *While the majority of job duties may be completed from a remote office, the incumbents in this job classification may be directed to provide in-person services, perform in-person assessments, or attend field trips, meetings, trainings, or conferences in person as determined by the supervisor.*

Hazards

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

Employee Acknowledgement

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

_____	_____	_____
Employee Signature	Printed Name	Date

CALIFORNIA PACIFIC CHARTER SCHOOLS - EMPLOYEE HANDBOOK REVISIONS August 13, 2025

Bold/Italics to indicate new text
Strikethrough to reflect text being removed

Location	Item
Section III: Standards of Conduct A. Employer Property	***Revise***: A. Employer Property Employees may make or accept personal telephone calls, text messages, or emails within reason during working hours to perform important personal business. It is also acceptable to use a computer to perform the same minimal personal tasks. Employees may not use the School's phone to make personal calls that would incur long distance fees. **For the safety and security of student information, only a school-issued computer may be used for school purposes.** Prior authorization must be obtained from the CEO or designee before any School property may be removed from the School premises, except in the course of normal movement of educational materials/computers by the employee. In this case, regular check-out/tracking procedures must be followed. **Additionally, prior authorization is required for the purchase of any additional technology requested for school use. Any items purchased by the school, remain the property of the school.**
Section III: Standards of Conduct C. Physical Contact with Students and Other Staff Members	***Add:*** C. Physical Contact with Students and Other Staff Members ***Prohibition on Providing School Services to Students in Private Homes*** ***Employees are strictly prohibited from providing any school-related services, including but not limited to tutoring, counseling, or instructional support, within the private homes of students. All school services must be conducted in local community spaces identified by the school administration (i.e. community center, library, retail space, or park) with a parent/guardian present or through***

	officially approved virtual platforms, in accordance with school policies and safety guidelines. This prohibition is in place to ensure the safety and well-being of both employees and students, to maintain professional boundaries, and comply with legal and ethical standards. Any violation of this policy may result in disciplinary action, up to and including termination.
Section III: Standards of Conduct H. Professionalism	# H. Professionalism The success of the School depends upon the quality of the relationships between the School, its employees, students, parents and the general public. The public impression of the School and its interest will be formed, in part, by their interactions with employees. The more goodwill an employee promotes, the more employees, students, parents and the general public will respect and appreciate the employee, the School, and the Schools' services. Employees are encouraged to help make a good impression of the School by: 1. Communicating regularly. 2. Acting competently and dealing with others in a courteous and respectful manner. 3. Communicating pleasantly and respectfully with others at all times. 4. Following up on requests and questions promptly, providing professional replies to inquiries and requests. 5. Responding to email and voicemail within 24 business hours, or within a reasonable period of time depending on the assignment (employees should discuss this with their supervisor). 6. Taking pride in performing duties in an exceptional manner. Employees may not bring their own children to school events (online meetings, assessments, school meetings or events, etc.) unless they are a ***CalPac*** student participant in the events or it is a general school event open to all students or employee families ***and the student is of school-age***. The CEO or designee may grant an exception ***on a case by case basis***.
Section V: Operational Considerations	***Add:*** # H. Inclement Weather/Emergency Closings

<table>
<tr>
<td>H. Inclement Weather/Emergency Closings</td>
<td>Employees who are unable to perform their job duties due to inclement weather (i.e. heavy rain, flooding, wind, snow, or fire that disrupts daily life and compromises safety), will receive their full compensation for the first day under warning or mandatory evacuation. Should the inclement weather warning or mandatory evacuation continue beyond one work day, employees will work with their supervisor to either determine an alternate work location, or if unable, use their available sick or vacation accrual to cover any continuing time off.</td>
</tr>
<tr>
<td>Section VII: Employee Wage and Benefits

F. Employee Benefits</td>
<td>Revise:

<h2>F. Employee Benefits</h2>
<table>
<tr><th rowspan="2">Exempt (FTE)</th><th rowspan="2">Non-Exempt (Hours per Week)</th><th colspan="2">Eligible employees will have the option to choose one of the following offerings:</th></tr>
<tr><th>*Tiered Benefit Stipends (for Health, Dental, and/or Vision)</th><th>*Cash In Lieu of Benefits</th></tr>
<tr><td>.80+ FTE</td><td>32+ hours</td><td>$1,600/month
$19,200/year</td><td>$400/month</td></tr>
<tr><td>.60 - .79 FTE</td><td>24-31 hours</td><td>$960/month
$11,520/year</td><td>$240/month</td></tr>
<tr><td>.59 FTE or less</td><td>Less than 24 hours</td><td>Not eligible</td><td>Not eligible</td></tr>
<tr><td colspan="4">Benefits go into effect the first of the month following benefit eligibility.</td></tr>
</table>

Employer Contribution and Cash in Lieu stipend amounts increased effective 7/1/2025.</td>
</tr>
</table>

Section VII: Employee Wage and Benefits F. Retirement Plan Offerings	***Revise:*** ## G. Retirement Plan Offerings 403(b)/457(b) Deferred Compensation Plan All employees can open a 403(b) and/or 457(b) account and make employee contributions through payroll deductions. Employer Contributions: The School will contribute to a ***403***~~457~~(b) for eligible classified employees. In order to receive employer contributions, the eligible employee must first open a ***403***~~457~~(b) account. The employer will then provide a guaranteed contribution of an amount equivalent to ***5***~~3~~% of the employee's base salary to the eligible employee's account starting with the first payroll in the month following the establishment of the account. Additionally, the employer will provide a matching contribution to the classified employee's ***403***~~457~~(b) account in an amount not to exceed up to 5% of the employee's base annual salary. Eligible employees are immediately vested in employer contributions, however, seasonal employees are not eligible for employer contributions. Eligible Employees: To be eligible for an employer contribution, a classified employee must work at least 24 hours/week as part of the regular work schedule for the assignment. Certificated staff participating in CalSTRS are not eligible for an employer contribution to a 403(b) or 457(b) plan.
Section VII: Employee Wage and Benefits H. Expense Reimbursement	***Revise:*** ## H. Expense Reimbursement The School receives public funds for its operations and must adhere to all laws, policies, and procedures in their use. As a steward of public funds, all staff will ensure that purchases and expense reimbursements follow the board approved policies and procedures. The School will only reimburse actual and necessary

	business expenditures for staff. Staff shall be held accountable for good judgment regarding expenditure of tax dollars. **Procedure for Expensing** Employees must have pre-approval prior to making any purchases that will warrant reimbursement. Approval may be obtained by sending an email to the CEO or designee with a short description of what will be purchased. Expense reimbursements must be submitted within thirty (30) days of the charge. Expense reports submitted after this time may not be reimbursed within the current cycle and/or may be delayed and processed in the next cycle. **1. Supplies/Postage** Due to the virtual nature of this business, it may sometimes be most practical for employees to initiate purchases locally and be reimbursed for those expenses. Pre-approval by a supervisor is required in the event the employee wishes to purchase an item. Reasonable, actual business expenses incurred by employees for the purpose of conducting business on behalf of the School shall be reimbursed upon approval. Expense reimbursement requests must be submitted within thirty (30) days of the date of the expense. Employees will be reimbursed for any postage related expense requested by the School. Employees must get preapproval from a supervisor for shipping expenses and must discuss the best shipping method with the supervisor. 2. Travel The School supports staff development and participation in meetings and training in person as necessary. Employees are pre-approved to expense those costs associated with traveling for school-related purposes including testing and professional development. Scanned copies of original itemized receipts are required for reimbursement, regardless of the amount. The School shall not reimburse personal expenses including, but not limited to, alcohol, entertainment, laundry, expenses of any family member who is accompanying the employee on school-related business, personal use of an automobile, and personal losses or traffic violation fees incurred while on school business.

Factors such as variances in regional costs, travel duration and extenuating circumstances will be considered when approving travel reimbursement. Associated travel fees such as parking fees, taxis/shuttles, and luggage handling are reimbursable expenses. For Alternative Transportation (such as rental car, taxi, or rideshare), refer to Section V: Operational Considerations, E. Employee Driving Policy.

a. Compensation During Travel

The School wants to ensure that employees are treated fairly when traveling for work, in alignment with the guidelines from the U.S. Department of Labor (DOL).

For non-exempt (hourly) employees, certain types of travel time are considered compensable (paid) time under the Fair Labor Standards Act (FLSA) and California wage and hour laws. The following guidelines apply:

- ***Travel during regular work hours: This is considered paid time. For example, if you normally work from 8:00 a.m. to 4:00 p.m., any travel during those hours is paid time regardless of the day of the week.***
- ***Travel outside of normal work hours as a passenger (e.g., on a plane, train, or bus): This time is generally not compensable, unless you are performing work (like answering emails, preparing reports, or attending virtual meetings) while traveling.***
- ***Driving a vehicle (whether personal or rented) for work purposes: All time spent driving is considered paid time, regardless of when it occurs. This does not apply to time spent as part of the regular commute to work.***
- ***Overnight travel: Time spent traveling during your regular work hours is paid, even if it's on a non-workday (e.g., weekend or holiday).***

b. Accommodation for Breastfeeding Employees

The School supports employees who are breastfeeding. When travel requires overnight stays, employees may request accommodations for lactation, including refrigeration access, private space, and flexibility in scheduling to allow for nursing or pumping. Employees should notify their supervisor or Human Resources in advance to ensure necessary arrangements are made.

3. Mileage

Employees who drive their personal vehicle for the purpose of attending a work related event as outlined in the travel policy are eligible for mileage reimbursement. The mileage reimbursement rate is based on the rate established by the Internal Revenue Service. ***To receive reimbursement, employees must complete the CalPac reimbursement form and include verification of miles driven either using a platform adopted by the School, or by attaching a Mapquest/Google map or the like.***

4. Hotel Rooms

Lodging shall be for those days associated with attending the activity, including, if necessary, the night before. Good judgment shall be used to seek the most reasonable accommodations. In most cases, the School will assist employees with hotel and travel arrangements. For employees making their own reservations, hotel rooms are reimbursed for employees traveling over 80 miles one way. Typically, a hotel stay for a distance less than 80 miles from the employee's home will require prior approval.

Employees may not upgrade hotel rooms beyond standard accommodations unless prior written approval is obtained.

Requests for Upgrades to Hotel Rooms or Travel Arrangements

Employees are expected to book reasonable, standard accommodations and travel arrangements (e.g., economy airfare, standard hotel rooms). If an employee prefers to upgrade (e.g., to business class, premium seats, hotel room upgrades), any additional costs above the standard rate are the

responsibility of the employee and will not be reimbursed unless approved in advance by the Superintendent or designee due to an approved business necessity (e.g., medical accommodation).

5. Meals

Employees who are required to work or participate in training away from the regular work location may be reimbursed the cost of meal(s). Meals provided in conjunction with conferences, workshops, seminars, meetings that exceed these amounts are excluded from these limitations. No meals will be reimbursed for meals provided at/during the conference/training.

The reimbursement rates are as follows:

$20 for breakfast

$25 for lunch

$35 for dinner plus service gratuity

The standard tip for meals is 18% of the subtotal; however, employees will be reimbursed for a tip up to 22% of the subtotal. The total amount reimbursed for meals per day will not exceed $80.

Alcohol is not reimbursable and must be deducted from any reimbursement requests. If an employee exceeds the allotment for meal expenses, the balance above the daily allocation will be deducted from the total expense on the expense report.

Flight Delays and Unexpected Travel Interruptions

We understand that travel plans don't always go as expected. To support employees and ensure they are treated fairly when travel disruptions occur, the following guidelines apply:

For All Employees:

- ***Delays of two (2) hours or less:***

	○ ***No action is required. Employees may use this time as personal time (e.g., relax, eat, read). This time is generally not compensable unless the employee performs work (such as responding to emails or calls).*** ● ***Delays exceeding two (2) hours:*** ○ ***Employees should notify their supervisor as soon as practical.*** ○ ***If the employee remains at the airport and performs work (such as checking emails, preparing reports, or attending virtual meetings), this time should be recorded and is compensable. Nonexempt employees must get advance approval before working during nonwork hours.*** ○ ***If no work is performed, this time is generally considered unpaid waiting time.*** ***For Non-Exempt (Hourly) Employees:*** ● ***If delayed after 10:00 p.m. or forced to remain overnight due to cancellations:*** ○ ***Employees should contact their supervisor or HR immediately to discuss options, including booking additional lodging, meal allowances, and confirming if any additional compensation applies.*** ○ ***The School will reimburse reasonable additional lodging and meals in such cases.*** ○ ***Time spent actively working while delayed (even after hours) is compensable and must be recorded. Passive waiting time (such as waiting for a flight but not working) outside of normal working hours is generally not compensable.***

	○ ***Employees should prioritize safety and comfort and are encouraged not to attempt long drives or commutes late at night due to delays. Lodging will be supported if necessary.*** ***For Exempt (Salaried) Employees:*** ● ***Exempt employees are generally paid their regular salary and do not receive additional compensation for delays. However, the School will support necessary additional travel expenses (lodging, meals) if delays result in overnight stays or extended layovers.*** ***Best Practices & Tips for Employees and Managers:*** ● ***Communicate early: Employees and supervisors should discuss the expected travel schedule, the covered expenses, and clarify which hours are compensable before the trip.*** ● ***Record your time carefully: Keep track of your travel hours, including any time worked while in transit. Use the School's timekeeping system to log these hours accurately.*** ● ***Meal and rest periods still apply: Remember to take your rest and meal breaks as you would during a regular workday.*** ● ***Safety first: The School encourages employees to prioritize their well-being and will support arrangements to avoid unsafe travel due to disruptions.*** ● ***Expense reporting: Any additional expenses due to extended delays should be documented and submitted with an explanation and receipts.*** ***Questions? If you're unsure whether your travel time is paid, or if you encounter special situations (such as long delays or overnight layovers), contact Human Resources for guidance before your trip.***

	These guidelines are designed to ensure compliance with labor laws and to support employees in being fairly compensated for their time while traveling.
Section VIII: Leaves, Vacation, and Holidays	***Revise:*** S. Vacation **(Classified Employees)** Classified employees are entitled to vacation terms based upon assignment FTE, date of hire, length of service, and status with the School. Vacation will accrue beginning on the first day in paid status, but may not be used until after completing three (3) months of continuous service. ***Classified*** employees ~~may be required~~ ***are allowed*** to apply their earned vacation hours during school recess ***in order to remain in paid status***.

Vacation Accrual
Classified Staff

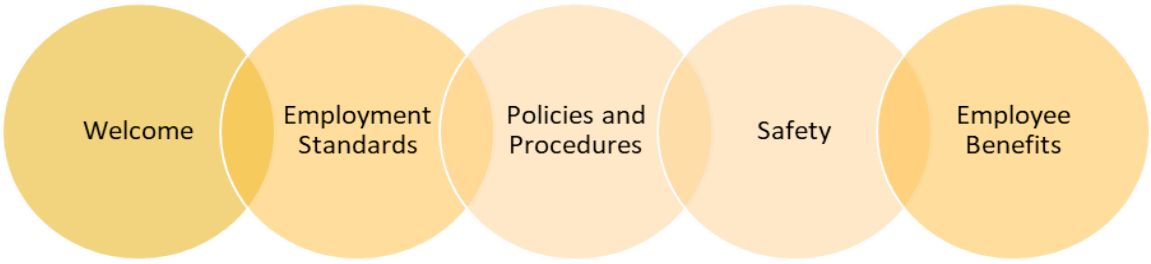
Eligibility Status	Full Time Equivalent (FTE)	Hours Worked Per Week	Non-Exempt: Per Semi Monthly Pay Period	Exempt: Per Monthly Pay Period	Total Hours Accrued Per Month	Total Max Annual Accrual	Total Accrual Cap
Full Time Tier 2	.80+	32+	4 hours/4 hours	8 hours	8 hours	96 hours	144 hours
Part Time Tier 1	.60-.79	24-31 hours	2.4 ~~+~~ hour/2.4 ~~+~~ hour	4.8~~2~~ hours	4.8 ~~2~~ hours	57.6 ~~24~~ hours	86.4~~36~~ hours

va

California Pacific Charter Schools

Employee Handbook

August 2025



The Employee Handbook may not be changed in any way without express written approval from the Board of Directors.

Confirmation of Receipt of Handbook

I have received the School's revised Employee Handbook ("Employee Handbook" or "handbook"). I understand and agree that it is my responsibility to read and familiarize myself with its policies and procedures, including the School's policy for preventing discrimination, harassment and retaliation. I have been given the opportunity to ask any questions I might have about the policies in the handbook.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the School. The School reserves the right to change my hours, wages, and working conditions at any time. I understand and agree that other than the CEO/Superintendent or Board of Directors, no manager, supervisor, or representative of the School has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the CEO/Superintendent has the authority to make any such agreement and then only in writing, signed by the CEO/Superintendent or designee.

I understand and agree that nothing in the Employee Handbook creates or is intended to create a promise or representation of continued employment and that employment at the School is employment at-will; employment may be terminated at the will of either the School or myself. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between the School and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with the School.

_____

Employee's Name

_____

Employee's Signature

_____

Date signed

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Welcome to CalPac!

We are glad to have you on our team! You have joined an organization that focuses on the execution of high quality personalized learning using innovative delivery methods and technology to foster empowered, life-long learners. As an organization we seek to hire and retain high caliber individuals to meet our vision of extraordinary education.

The School complies with all federal and state employment laws, and this handbook generally reflects those laws. The School also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all employees. Please take the time now to read this handbook carefully and sign the acknowledgement to show that you have read, understand, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. Please understand that no employee handbook can address every situation in the workplace.

We truly value our employees and have developed this handbook to assist you with understanding our policies, procedures, and performance expectations. Keep in mind that the employee is responsible for reading and understanding the handbook as well as any posted revisions; however, if anything is unclear to you, please discuss the matter with your supervisor or Human Resources (HR). As a team member we want you to have a long and successful career with us - where you can make an impact on student education. We sincerely hope that you will find your employment here to be one of enrichment, collaboration, and an overall professionally rewarding experience.

We wish you success in your employment here at California Pacific Charter Schools!

Sincerely,
Christine Feher, Superintendent

About CalPac

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

Our Vision: California Pacific Charter Schools, in partnership with our community, will:

Nurture - Foster an enriching school environment to nurture individuals academically, socially, and emotionally, so they are equipped to tackle academic challenges and become productive, responsible, ethical, creative, and compassionate members of society.

Build - Forge strong, positive connections with students so they can build confidence, achieve independence, meet current and future challenges, and develop social awareness, civic responsibility, and personal growth.

Grow - Provide our graduates with a foundation that will enable them to be college and career prepared to succeed in their post-secondary endeavors.

Our Core Values: CalPac CARES

Community, Accessible, Rigorous, Engaging, and Supportive

Right to Revise

This handbook is the employee's guide to understanding the provisions of their employment with California Pacific Charter Schools ("School"). Please be advised that written employment agreements between the School and individuals may replace some policies/procedures in this handbook. This handbook supersedes any and all prior published handbooks and any policy, memoranda, or benefits statements that are contrary to the policies that are outlined here.

The School reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment. Any such changes to employment agreements must be in writing and must be signed by the CEO/Superintendent or designee.

Any written changes to this handbook will be distributed to all employees, so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this handbook.

This handbook sets forth the policies and procedures applicable to employees of the School.

Employees are expected to abide by all policies in this handbook. Nothing in this handbook or in any other personnel documents creates or is intended to create a promise or representation of continued employment for any employee. Nothing in this at-will statement is intended to interfere with an employee's rights to communicate or work with others toward altering the terms and conditions of their employment.

At-Will Employment Status

School personnel are employed on an at-will basis. Employment at-will means that the employment relationship may be terminated, with or without cause and with or without advance notice at any time by the employee or the School. Nothing in this handbook shall limit the right to terminate at-will employment. No manager, supervisor, or employee of the School has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the School has the authority to make any such agreement, which is binding only if it is in writing and approved by the Board of Directors.

Though many items surrounding employment may be changed or updated (such as the eligibility of benefits, promotion, or leaves) the status as an at-will employee does not change — the employment relationship may be terminated with or without cause and with or without advance notice, at any time by the employee or the School.

Section I: Nondiscrimination Policies

A. Equal Employment Opportunity

The School is an equal opportunity employer and makes employment decisions on the basis of merit. Selections for employment focus on the candidates whose training and experience most closely align with the position requirements, and fit with the School’s mission, vision, and values.

The School will continually strive to recruit and retain highly qualified employees and remain a competitive public school employer, including examining employee evaluation and compensation, and discipline/dismissal practices regularly.

B. Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation

The School is committed to providing an environment free from harassment, discrimination, retaliation, and abusive conduct, as well as ensuring equal opportunity in

employment for all individuals. We prohibit harassment and discrimination based on any protected characteristic, including but not limited to actual or perceived race (including traits associated with race); color; national origin; gender (including gender identity and sexual expression); sex (including pregnancy, childbirth, breastfeeding or related conditions); religion (including religious dress or grooming); marital status or domestic partner status; age (40 and over); ethnicity; national origin, ancestry, or citizenship; disability, medical condition, family or medical leave status; genetic information; sexual orientation; political affiliation; military and veteran status; or any other characteristic protected by federal, state, or local law.

Prohibited Conduct

The following behavior is prohibited under this policy:

- **Harassment**: Verbal conduct such as slurs, derogatory jokes, or unwanted sexual advances; visual displays such as derogatory posters, drawings, or gestures; physical conduct such as assault, unwanted touching, or interference with work or movement due to any protected characteristic; and threats or demands involving sexual favors.
- **Sexual Harassment**: Unwelcome sexual advances or requests for sexual favors, or any unwelcome verbal, visual, or physical conduct of a sexual nature, regardless of the gender or sex of the involved parties, is prohibited. This includes behavior that creates a hostile or intimidating environment affecting academic or work performance.
- **Retaliation**: Retaliation against any individual for reporting harassment, discrimination, or retaliation, or for participating in an investigation of such conduct, is strictly prohibited.
- **Disrespectful or Unprofessional Conduct**: Behavior that is unprofessional, disrespectful, or creates a hostile or intimidating environment based on any protected characteristic is not tolerated.

Sexual Harassment

Sexual harassment is defined as any unwelcome behavior of a sexual nature, including verbal, physical, or visual conduct, that:

- **Affects Employment or Academic Status**: Submission to or rejection of such conduct is made a term or condition of an individual's employment or academic progress.
- **Harms Work or Academic Performance**: The conduct creates a hostile, offensive, or intimidating environment, or interferes with the individual’s ability to work or learn.
- **Includes Any Form of Unwelcome Sexual Behavior**: This includes verbal harassment (epithets or slurs), physical harassment (assault or unwanted touching), and visual harassment (obscene gestures or sexual images).

Reporting Procedures

Employees are encouraged to report all incidents of harassment, discrimination, or retaliation. Reports should be made to the individual's supervisor, HR department, or any other trusted individual within the School. Individuals may also use the School's Uniform Complaint Procedures to report concerns. Reports will be investigated promptly and confidentiality will be maintained to the extent possible.

- Employees may report harassment to someone other than their direct supervisor, and supervisors are required to report all complaints to HR.
- Employees are encouraged to advise the offender that the behavior is unwelcome and request that it stop, though informal or formal complaint procedures can also be pursued.

Investigation and Complaint Procedure

- **Informal Procedure**: If an individual does not want to address the issue directly, they may report it to their supervisor or HR. The supervisor or HR may attempt to address the matter informally with the offender. However, if this does not resolve the issue, the individual can pursue a formal complaint.
- **Formal Procedure**: Complaints will be promptly investigated, with interviews conducted with the involved parties and relevant witnesses. The investigation will be thorough, and corrective actions, such as training, reassignment, or disciplinary action, will be taken if the complaint is substantiated. The nature and severity of the incident will determine the appropriate response, which may include reprimands, suspension, or dismissal.

Retaliation

Retaliation against any individual for making a good faith complaint of harassment, discrimination, or retaliation, or for cooperating in an investigation, is strictly prohibited. Any instances of retaliation will be promptly addressed through investigation and appropriate corrective action.

Conclusion

The School is committed to ensuring a safe, respectful, and lawful environment for all employees. The School will take all necessary steps to prevent and correct harassment, discrimination, and retaliation. Disciplinary action will be taken against any employee found in violation of this policy, up to and including dismissal.

Employees with questions or concerns about this policy are encouraged to contact their supervisor, HR department, or another trusted representative of the School. Additionally, employees may file complaints with external agencies such as the Department of Fair Employment and Housing or the U.S. Equal Employment Opportunity Commission.

C. Disability Accommodation

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

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job as outlined in the applicable job description should contact the HR department and discuss the need for an accommodation. The School will engage in an interactive process with the employee to identify possible accommodations, if any, which will help the applicant or employee perform the job. The School will implement reasonable accommodations that do not impose undue hardship.

D. Religious or Political Topics

Employees may opt out of any employer-sponsored meeting or communication that expresses the employer's opinion on religious or political matters. Employees will continue to receive full pay and benefits for any time worked in lieu of attending such meetings.

Section II: Employment Requirements

A. Child Abuse and Neglect Reporting

Any employee who knows or reasonably suspects a child has been the victim of child abuse shall report the instance to a child protective agency. School employees are mandated reporters and are required to report instances of child abuse when the employee has a "reasonable suspicion" that child abuse has occurred. Reasonable suspicion arises when the facts surrounding the incident or suspicion could cause another person in the same situation to suspect child abuse.

Child abuse should be reported immediately by phone to a child protective agency or local law enforcement such as the police or sheriff's department. Employees are advised to call the local Department of Family and Children's Services (DFCS) to report child abuse and neglect. If there is a life-threatening emergency to a child however, call 9-1-1. The phone call to the DFCS is to be followed by a written report within 36 hours of receiving the information concerning the incident. There is no duty for the reporter to contact the child's parents. In fact, if a child is released to a peace officer or a child protective agency agent, the reporter shall not notify the parent as required in other instances of removal.

Child abuse is broadly defined as "a physical injury that is inflicted by other than accidental means on a child by another person." Child abuse can take the following several forms:

1. Sexual abuse: Sexual abuse means, in general, sexual assault or sexual exploitation. Sexual abuse does not include children who voluntarily engage in sexual activity with children of a similar age. Pregnancy of a minor does not, in and of itself, constitute suspicion of child abuse.
2. Neglect: Neglect occurs when a child's custodian has failed to provide adequate "food, clothing, shelter, medical care, or supervision" that may or may not have resulted in any physical injury.
3. Unlawful corporal punishment: Unlawful corporal punishment occurs when any person willfully harms or injures a child to such a degree that results in a traumatic condition.
4. Willful cruelty or unjustifiable punishment: Child abuse also includes the situation where any "person willfully causes or permits any child to suffer unjustifiable pain or mental suffering" or when any person endangers a child's health.

Confidentiality

A mandated reporter is required to give their name to DFCS. The identity of all persons who report shall be kept confidential by the School. Violation of statutory confidentiality is a misdemeanor. DFCS may reveal the names of reporting parties only to other investigative agencies as specified by law. No person required to report abuse will bear criminal liability for reporting. No supervisor or administrator may impede or prohibit reporting.

All employees, prior to commencing employment, are required to acknowledge the provisions of Penal Code Section 11166 regarding mandated reporting and will comply with those provisions as outlined in the employment agreement. All employees will also be subject to annual training as required by law.

Failure to Report

Failure to report suspected abuse is a misdemeanor punishable by imprisonment/fine. Any person who fails to report an instance of child abuse or neglect as required by the Child Abuse and Neglect Reporting Act is guilty of a misdemeanor with a punishment not to exceed six months in jail or $1,000 or both.

B. Employee Access to Confidential Information

Each employee is responsible for safeguarding confidential information obtained during employment. In the course of the employee's work, the employee may have access to confidential information regarding students, parents, suppliers, other customers, or perhaps even fellow employees without consent from that individual. The employee has the responsibility of preventing the revealing or divulging of any such information unless it is necessary for the employee to do so in the performance of their duties and in accordance with law. Access to confidential information should be on a "need-to-know" basis and must

be authorized by the CEO or designee. Any breach of this policy will not be tolerated and will lead to disciplinary action and possible legal action.

Please note the release of unauthorized confidential information may result in immediate dismissal and the filing of criminal charges. Confidentiality of student information is a requirement of the law and great care must be taken to ensure it is protected. No student information will be released without the specific authorization of the CEO or designee. Employee information may be released as part of a Public Records Act request, for the purpose of employment verification with prior written approval by the employee, or as required by law.

C. Student Data/FERPA

All information contained in a student's records, including information contained in an electronic database, is confidential and maintained in accordance with the Family Educational Rights and Privacy Act (FERPA). These records are the property of the School, whose responsibility it is to secure the information against loss, defacement, tampering or use by unauthorized persons. Staff is prohibited from discussing students' academic or personal information outside the scope of performing the duties of one's position. No student's files are to be taken off premises unless granted permission by the CEO or designee. Only teachers, administrative, and office personnel are permitted to review student's files. When a file is requested from the School office, it must be signed out and returned the same day. No student files, records, forms, communication or reports may be copied without express authorization from the CEO or designee. Under no circumstances may student information be used for an employee's personal use.

Employees may not remove any materials from any student's file. Files may not leave the office building without specific written authorization from the CEO or designee. Employees who access student files are responsible to secure their contents and maintain confidentiality.

D. Conflict of Interest

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflict of interest. Such a conflict occurs when an employee is in a position to influence a decision that may result in a personal gain for the employee or for a relative as a result of the School's business dealings.

1. Personal Financial Interest

All such persons shall be neither personally nor financially interested in any contract made by them or by the school that employs them. For purposes of this policy,

A. "Personally interested" shall mean any situation where private and/or personal interests conflict with official duties and shall include non-economic interests such as familial relationships.

B. "Financially interested" shall mean any contract with an individual, entity, or company in which any such person related by blood, marriage or civil partner, any other person with a close personal relationship to any such person who has an ownership interest, an investment interest, or a familial interest, and encompasses any situation where any such person's official judgment may be influenced by personal consideration or expectation of financial gain or any compensation or consideration of any kind other than that officially provided to any such person by the School.

2. Statement of Economic Interest (Form 700)

Board members and staff who make or influence governmental decisions or financial decisions of the organization are designated in the Conflict of Interest Code adopted by the Board of Directors. These individuals must complete and file a Statement of Economic Interest, Form 700. The Form 700 ensures transparency and accountability in alignment with the Political Reform Act.

It is the policy of this School that elected or appointed school governance body members, school administrative officers, and school employees shall not place themselves in any position where their private or personal interests may conflict with their official duties, or where they may directly or indirectly receive personal financial gain through direct or indirect personal influence.

3. Personal Relationship

Personal or romantic involvement with a competitor, supplier or employee of the School may create an actual or potential conflict of interest. Management-subordinate romantic or personal relationships can lead to issues such as claims of discrimination or favoritism, issues with performance evaluation, possible claims of sexual harassment, and morale issues. It is the responsibility of the employees involved in romantic or personal relationships with subordinates, or other personal or romantic relationships that give rise to a conflict of interest, to disclose and discuss all relevant circumstances with the supervisor or HR and possibly request a change in assignment to avoid potential problems as appropriate. Failure to disclose such circumstances may cause the School to impose disciplinary action. Moreover, any romantic or personal relationships between employees must not harm the work environment in any way. Regardless of an employee's relationship with another employee outside of work, employees are expected to remain professional at all times during work hours. The School will not discriminate on the basis of marital or relationship status, except that the School may reasonably regulate the working of spouses or relatives in the same department, division, or facility for reasons of supervision, safety, security, or morale in accordance with applicable law.

No “presumption of guilt” is created by the mere existence of a professional or personal relationship with outside firms; however, if such employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that such be disclosed so that safeguards can be established to protect all parties.

E. Anti-Nepotism Policy

The School recognizes there may be situations in which spouses or other relatives may be employed by the School at the same time. The School permits the employment of qualified family members, domestic partners, significant others and/or similar personal relationships of employees as long as such employment does not create a conflict of interest. Relationships by family, marriage, domestic partnership and/or similar personal relationship shall constitute neither an advantage nor a disadvantage to selection, promotion, salary, or other conditions of employment. The School may consider a member of an employee’s immediate family for employment if the applicant possesses the qualifications for employment for the position.

The School does not prohibit the employment of relatives in the same department. However, the School does prohibit any preferential treatment toward spouses or relatives or an improper influence impacting a spouse’s or relative’s terms or conditions of employment. The School recognizes that at times, employees and their family members, domestic partners, significant others and/or personal relationships may be assigned to positions that create a coworker or supervisor-subordinate relationship. The School will, in its discretion, exercise sound judgment with respect to the placement of employees in these situations in order to avoid the creation or appearance of a conflict of interest, avoid favoritism or the appearance of favoritism, and decrease the likelihood of harassment in the workplace.

Employees should neither initiate nor participate, directly or indirectly, in employment actions (initial employment or appointment, retention, evaluation, promotions, salary, work assignments, leave of absence, etc.) involving family members, domestic partners, significant others and/or similar personal relationships.

The School will make reasonable efforts to assign job duties to minimize the potential for creating conflicts of interest. Notwithstanding the above, the School retains the right where such placement has the potential for creating conflicts of interest, to refuse to place immediate family members in the same department. The School retains the right to reassign or transfer any person to eliminate the potential for creating conflicts of interest.

Any potential preferential treatment or improper influence should be reported immediately to HR.

F. Employment Eligibility Verification Document

The School will only employ individuals who are authorized to work in the United States in compliance with the Immigration Reform and Control Act of 1986.

All newly hired employees must complete, as a condition of employment, the Employment Eligibility Verification Form I-9 and provide documentation establishing identity and proof of work eligibility and identification at time of hire, but no later than three (3) days of hire. If the employee is unable to produce the required documentation or a receipt/letter requesting appropriate documentation within three days, the employee will be dismissed from employment. If, after 90 days of hire, the employee has not submitted the original documents to replace the receipt/letter or, in the meantime, some other acceptable document(s), the employee will be dismissed from employment.

Former employees who are rehired must also complete the form if they have not completed an I-9 for the School within the past three years or if their previous I-9 is no longer retained or valid.

G. Fingerprinting

Each employee will be fingerprinted in conformance with legal requirements and as a condition of employment. Fingerprints are submitted to the appropriate State and Federal agencies for screening to assure that no employee has been convicted of a crime that would preclude employment by the School.

H. Criminal Background Checks

As a condition of employment, all employees are required to submit to a criminal history review through the Department of Justice. The review shall include a fingerprint submission to the DOJ and FBI. The School follows the guidelines of the California Fair Chance Act, and will conduct an individualized assessment on all background check results. The School will make hiring determinations based on California law. Certain types of criminal background findings may prevent the employer from hiring the candidate or continuing employment with a current employee. The School will factor in the nature and gravity of the crime, when the crime occurred, rehabilitation and the nature of the position all in accordance with applicable law. No person employed or otherwise associated with the School, including members of the Board of Directors, who have been convicted of or have pleaded nolo contendere to a crime related to misappropriation of funds or theft shall be engaged in direct processing of charter school funds.

Beginning January 1, 2025, the School will conduct additional background checks for candidates in consideration for a certificated, certificated substitute, or certificated administrative position. As per Education Code 44939.5, applicants will be required to provide the School with a full list of every Local Education Agency (LEA) where they previously worked. The School will then inquire with each LEA of the selected candidate to

determine whether the individual was "the subject of credible complaints, verified investigations, or disciplinary actions involving egregious misconduct that necessitated reporting to the California Commission on Teacher Credentialing."

"Egregious conduct" is defined under subsection (a)(1) of Education Code section 44932 as "immoral conduct which includes child abuse or neglect, sex offenses, and certain controlled substance violations."

The school may allow the individual to begin employment prior to receipt of all inquiry responses so long as the candidate has provided an affirmative statement that no such matters have occurred. If the School becomes aware that the individual was in fact involved in egregious misconduct, the individual will be immediately terminated for falsifying their application and misrepresenting their employment history.

I. Employment Application/Data

The School relies upon the accuracy of the information presented during the application process, as well as the accuracy of other data presented throughout the hiring process and employment relationship. As such, any omission or misstatement of material fact in any of this information may result in the School excluding the individual from further consideration for employment or, if already hired, termination of employment.

J. Employment Verifications

The School will only respond to employment verification inquiries that are received in writing. All such inquiries, whether for current or former employees, must be directed to HR. Generally, responses will be limited to information concerning wages, employment dates, positions held, and eligibility for rehire. Release of any additional information to a non LEA employer will require that the employee execute a release. Letters of recommendation must be approved by HR to ensure the accuracy and appropriateness of the information being released. The School will comply with Education Code Section 44939.5 and provide inquiring LEAs with information regarding any report of egregious misconduct.

K. Certification and Licensing

Teachers are required to hold a current California Commission on Teacher Credentialing certificate, permit, or other commission approved document for the assignment held ("Certificated Employee"). In addition, teachers serving students identified as English Language (EL) Learners must possess the proper EL authorization.

It is the responsibility of each certificated employee to ensure that credentials and permits are renewed in a timely manner and remain current. The School highly encourages all certificated staff to keep their contact information current with the Commission on Teacher

Credentialing in order to receive pertinent notifications. Upon renewal of credentials or certificates, proof is to be submitted to the HR department to be copied and filed in the employee's personnel file.

L. Mandatory Tuberculosis Testing

In order to ensure the health and safety of all students and staff of the School, all newly hired employees must submit proof of a negative TB Risk Assessment or TB test by a licensed healthcare provider that has been administered within sixty (60) days prior to hire. A TB test may include an intradermal skin test or an X-ray of the lungs. An individual hired from another California School may request their prior school provide proof of the individual's TB Risk Assessment or TB test. TB Risk Assessments and TB tests are considered expired after four (4) years from the date they are administered and a proof of a new assessment or test must be submitted to HR in order to continue in employment. Pregnant employees are exempt from providing proof of a TB test for at least sixty (60) days from the end of their pregnancy.

The School will reimburse the cost of the tuberculosis risk assessment and/or the test for all current employees with proof of receipt.

Section III: Standards of Conduct

The School expects all employees to comply with School rules, policies, and regulations as set forth in this handbook. Any employee who fails to do so will be subject to disciplinary action at the School's sole discretion, which management deems appropriate under the circumstances. Such disciplinary action may include, but is not limited to, oral and written warnings, mandatory training, or termination of employment. Any employee's receipt of, participation in or completion of School-required disciplinary action shall not, under any circumstances, limit or alter the School's at-will employment policy, which allows either the School or the employee to terminate the employment relationship at any time, with or without notice, and with or without cause.

A. Freedom from Violence

The School expressly prohibits any acts or threats of violence by any School employee or former employee against any other individual. The School will also not condone any acts or threats of violence against school employees, students or affiliates while engaged in business with or on behalf of the School.

To ensure that the School's objective in this regard is attained, it is the commitment of the School:

1. To provide a safe and healthful work environment, in accordance with the School's safety and health policy.

2. To take prompt remedial action up to and including immediate termination, against any employee who engages in any threatening behavior or acts of violence or who uses any obscene, abusive, or threatening language or gestures.
3. To take appropriate action when dealing with customers, former employees, or visitors to school functions who engage in such behavior. Such action may include notifying the police or other law enforcement personnel and prosecuting violators of this policy to the maximum extent of the law.
4. To prohibit employees, former employees, students, and visitors from bringing unauthorized firearms or other weapons to school, work and non-work related gatherings, meetings and functions.
5. To establish viable security measures to ensure that school meetings and gatherings are safe and secure to the extent possible and to properly handle access to school facilities by the public, off-duty employees, and former employees.

The School will not tolerate any type of workplace violence committed by or against its employees. Employees who violate this policy will be subject to disciplinary action, up to and including discharge. Prohibited conduct includes, but is not limited to:

1. Causing physical injury to another person.
2. Making threatening remarks.
3. Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another person to emotional distress.
4. Possession or threat of using a weapon on the premises and/or at work related events, meetings and gatherings.

Employees who display a tendency to engage in violent, abusive, or threatening behavior, as determined by the School, in its sole discretion, may be referred for counseling or other appropriate treatment.

In furtherance of this policy, employees have a "duty to warn" their supervisors or a HR representative of any suspicious workplace activity or situations or incidents that they observe or that they are aware of that involve other employees, former employees, customers, or visitors and that appear problematic. The welfare of all employees depends upon the alertness and sensitivity of every individual to potential security risks. Employee reports made pursuant to this policy will be held in confidence to the extent possible. The School will not condone any form of retaliation against any employee for making a report under this policy.

The School has developed guidelines to help maintain a secure workplace.

1. Every employee is directed to report any suspicious persons or activities to the CEO or designee:
    a. Such as persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas.

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   b. Persons who make threats or acts of violence, aggressive behavior, offensive acts, discussion of bringing weapons into the workplace, threatening or offensive comments or remarks, and the like.
2. Employees should immediately notify the CEO or designee when other employees or outsiders express anger and make threats against the School or behave in a manner suggesting the possibility of violent activity.
3. Finally, those working in the School's office must also ensure that doors are locked and alarms are activated when applicable.

B. Prohibited Conduct

Employees are expected to conduct themselves in a manner to further the School's objectives.

The following conduct is prohibited and will not be tolerated by the School. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and School operations may also be prohibited and will result in disciplinary action up to and including termination.

1. Falsifying employment records, employment information, or other School records;
2. Inefficient or careless performance of job responsibilities or inability to perform job duties satisfactorily;
3. Falsifying any timesheet - recording the work time of another employee or allowing any other employee to record another employee's work time, either one's own or another employee's;
4. Theft and deliberate or careless damage or destruction of any School property, or the property of any employee or customer;
5. Removing or borrowing School property without prior authorization;
6. Unauthorized use or misuse of School equipment, time, materials, or facilities;
7. Provoking a fight or fighting during working hours or on School property;
8. Participating in horseplay or practical jokes on School time or on School premises;
9. Carrying firearms or any other dangerous weapons on School premises at any time;
10. Engaging in criminal conduct whether or not related to job performance;
11. Causing, creating, or participating in a disruption of any kind during working hours on School property;
12. Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a colleague;
13. Using abusive, threatening or intimidating language at any time on School premises;
14. Initiating or participating in gossip or slander of other employees, parents, or students;
15. Failing to notify a supervisor when unable to report to work;
16. Unreported absence of three (3) days;

17. Failing to obtain permission to leave work for any reason during normal working hours;
18. Failing to observe working schedules, including rest breaks and meal periods;
19. Failing to provide a physician's certificate when requested or required to do so;
20. Sleeping or malingering on the job;
21. Making or accepting personal phone calls, text or email messages during working hours to the extent that it interferes with the performance expectations of the assignment, except in cases of emergency or extreme circumstances;
22. Working overtime without authorization or refusing to work assigned overtime;
23. Violation of dress standards;
24. Violating any safety, health, security or School policy, rule, procedure or violation of the School's drug and alcohol policy;
25. Committing a fraudulent act or a breach of trust under any circumstances;
26. Committing or involvement in any act of unlawful harassment of another individual;
27. Failing to promptly report work-related injury or illness;
28. Any other action or behavior, which could harm the School's, parents', or students' interest.

This statement of prohibited conduct does not alter the School's policy of at-will employment. Either the employee or the School remains free to terminate the employment relationship at any time, with or without reason or advance notice.

C. Physical Contact with Students and Other Staff Members

It is the policy of the School that no staff member will use corporal punishment against a student. This prohibition includes: spanking, slapping, pinching, hitting or the use of any other physical force as retaliation or correction for inappropriate behavior. While the use of appropriate touching, such as a pat on the shoulder, is part of daily life and is important for student development, a teacher and staff member must ensure that they do not exceed appropriate behavior. If a child or other staff member specifically requests that the individual not be touched, then that request must be honored without question.

The following forms of touching are never appropriate:

1. Sexually motivated physical conduct or touching
2. Angry or violently motivated touching
3. Inappropriate or lengthy embraces
4. Kissing of any kind
5. Corporal punishment
6. Sitting student on one's lap
7. Touching buttocks, chests or genital areas
8. Pushing a person or another person's body part
9. Showing affection in isolated areas

10. Wrestling with students or other staff members
11. Bench-pressing another person
12. Tickling
13. Piggyback rides
14. Massages
15. Any form of unwanted affection
16. Any form of sexual contact
17. Poking fingers at another person that results in an offensive contact
18. Having a student in an employee's vehicle or transporting a student
19. Intentionally being alone with a student
20. Any touching that would lead a responsible person to suspect inappropriate behavior.

For additional examples of unacceptable and acceptable Staff/Student Behaviors, see the School's Professional Boundaries Policy.

Restraining a child who is trying to engage in violent or inappropriate behavior may be permitted. Only such force as necessary to defend one's self or another or to protect property is legally allowed. Excessive force is prohibited. Violation of this policy could subject the teacher or staff member to discipline to include termination for cause. Additionally, the victim may choose to bring civil or criminal charges against the violator.

When interacting with younger children or children with a disability, an appropriate physical touch may sometimes be necessary. A touch for the purpose of redirecting or refocusing, assisting with physical care (i.e. cleaning up a small child after a bathroom accident) may be appropriate in limited circumstances although clearly inappropriate in more general circumstances.

It is impossible to define each and every instance when touching is inappropriate. Employees must use professional judgment and discretion related to physical touch.

This policy does not prevent appropriate forms of touching a student, including for the purpose of guiding them along a physical path, helping them up after a fall, engaging in a rescue or the application of Cardiopulmonary Resuscitation (CPR) or other emergency first-aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another.

Prohibition on Providing School Services to Students in Private Homes

Employees are strictly prohibited from providing any school-related services, including but not limited to tutoring, counseling, or instructional support, within the private homes of students. All school services must be conducted in local community spaces identified by the

school administration (i.e. community center, library, retail space, or park) with a parent/guardian present or through officially approved virtual platforms, in accordance with school policies and safety guidelines. This prohibition is in place to ensure the safety and well-being of both employees and students, maintain professional boundaries, and comply with legal and ethical standards. Any violation of this policy may result in disciplinary action, up to and including termination.

D. Off-duty Conduct

While the School does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School's or their own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School's legitimate business interests or the employee's ability to perform their job may result in disciplinary action and/or dismissal as allowed by law.

E. Drug and Alcohol Free Workplace and Awareness Program

The School will comply with all federal and state regulations regarding drug and alcohol use while employees are on the job. This policy covers all School employees and violation of the School's policy related to drug use is grounds for immediate termination. The School is concerned about the use of alcohol, illegal drugs and controlled substances as it affects the workplace, the School community, and students. Though marijuana is legal in many California cities, it is still considered an illegal substance under Federal law and therefore considered an illegal substance for this policy. Use of these substances whether on or off the job can adversely affect an employee's work performance, efficiency, safety, and health and therefore seriously impair the employee's value to the School and its students. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and students and exposes the School to the risks of property loss or damage or injury to other persons. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace.

Conduct against this policy includes, but is not limited to, the following:

1. Driving a School vehicle, or a vehicle designated for school business, while under the influence of alcohol or an illegal or controlled substance;
2. Selling or purchasing an illegal or controlled substance, including while on the job, on school property, or in the presence of students;
3. Possessing or using alcohol or an illegal or controlled substance while on the job, on school property, or in the presence of students,
4. Under the influence of alcohol or an illegal or controlled substance while on the job, on school property, or in the presence of students.

The School will provide information to employees about:

1. The dangers of drug abuse in the workplace;
2. The policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and assistance programs; and
4. The penalties that the School may impose upon them for drug abuse violations occurring in the workplace.

Violation of these rules and standards of conduct will not be tolerated and may result in disciplinary action, up to and including termination of employment. The School may also bring the matter to the attention of appropriate law enforcement authorities. The School may terminate an employee who is convicted of a controlled substance offense to the extent allowed by law. Alternatively, the School may, as required or allowed in accordance with applicable law, require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

As a condition of employment, employees are required to notify the School in writing of any conviction for a violation of a criminal drug statute. Such notification must be made no more than five (5) calendar days after the conviction. The School may, as required by applicable law, notify federal or state agencies of any applicable employee convictions if such a report is required by law.

The School will provide reasonable accommodation to an employee who voluntarily requests an accommodation or leave of absence to voluntarily participate in a drug or alcohol rehabilitation program. Please note that the request must be made before the employer learns of a violation of the Drug and Alcohol Free Workplace policy. Any employee who participates in a rehabilitation program would still be responsible for following all other School policies. Employees returning from a voluntary rehabilitation program will be required to comply with a return-to-work agreement addressing the terms and conditions of continued employment.

In order to enforce this policy, the School reserves the right to conduct legal searches of school property and to implement other measures, which are in accordance with law and necessary to deter and detect violation of this policy. As a condition of employment, the employee agrees to abide by the terms of this policy.

The School will abide by all relevant laws, including laws regarding employee disability and reasonable accommodations in implementing this policy.

F. Tobacco Free Workplace

The School is a tobacco free workplace. No tobacco products are to be used in the workplace or at work functions. This includes all vape and e-cigarette products. Additionally, employees are required to adhere to any building and site policies regarding designated areas for smoking.

G. Punctuality and Attendance

Employee punctuality and consistent attendance contributes to the positive operations of the School. As such, attendance and punctuality are performance expectations and are measured on the overall job performance. Employee tardiness or chronic absenteeism causes unnecessary problems for students and fellow employees. While an employee is absent, other employees may be burdened with performing additional duties in order to maintain operations. Further, employees are expected to report to the workplace and be prepared to begin work at their scheduled reporting times. To avoid conflict with the daily operations of the School, employees should schedule personal affairs outside of regular working hours. Employees who work remotely are required to ensure a stable internet connection and participation in school duties free from personal or environmental distractions.

If an employee is unable to report for work on any particular day, they must call their supervisor or HR at least one hour before the time they were scheduled to begin working on that day in order to obtain pre-approval for the absence. An employee may be excused from this one hour notice requirement if extenuating circumstances prevented them from contacting the supervisor. In all cases of absence or tardiness, employees must provide the School with an honest reason or explanation.

Employees must inform HR or designee of the expected duration of any absence. Excessive absences, lateness or failure to give the supervisor advance notice for absence or lateness can result in disciplinary action or dismissal from employment. Excessive absenteeism or tardiness, whether excused or not, will not be tolerated.

If the employee fails to report for work without any notification to their supervisor or to HR, and the absence continues for a period of three days, the School will consider it a voluntary resignation unless a written medical excuse is provided by a physician to confirm that the employee has not abandoned their employment.

Employees with emergencies or situations that do not allow them to do their job, must inform their supervisor or HR within 24 hours. Failure to return phone calls or emails within 24 hours during workdays requires an explanation to the employee's supervisor. Failure to inform a supervisor of an expected absence, failure to return phone calls or emails for three (3) work days without notice, and missing required deadlines or meetings constitutes abandonment of employment and voluntary resignation from CalPac.

Please refer to the policies related to leaves of absence and paid sick days in the handbook for more information.

H. Professionalism

The success of the School depends upon the quality of the relationships between the School, its employees, students, parents and the general public. The public impression of the School and its interest will be formed, in part, by their interactions with employees. The more goodwill an employee promotes, the more employees, students, parents and the general public will respect and appreciate the employee, the School, and the Schools' services.

Employees are encouraged to help make a good impression of the School by:

1. Communicating regularly.
2. Acting competently and dealing with others in a courteous and respectful manner.
3. Communicating pleasantly and respectfully with others at all times.
4. Following up on requests and questions promptly, providing professional replies to inquiries and requests.
5. Responding to email and voicemail within 24 business hours, or within a reasonable period of time depending on the assignment (employees should discuss this with their supervisor).
6. Taking pride in performing duties in an exceptional manner.

Employees may not bring their own children to school events (online meetings, assessments, school meetings or events, etc.) unless they are a CalPac student participant in the events or it is a general school event open to all students or employee families and the student is of school-age. The CEO or designee may grant an exception on a case by case basis.

I. Dress Code

Each employee is a representative of the School in the eyes of the public. Therefore, each employee must report to work properly groomed and dressed in professional attire in a manner consistent with the nature of the work performed. Employees who report to work inappropriately dressed may be asked to clock out and return in acceptable attire.

Violation of the dress code is determined by the CEO or designee. The CEO or designee may issue more specific dress code guidelines at any time, which shall be in accordance with law. The standards of grooming and hygiene outlined below set the minimum requirements to which all employees, contract workers, and temporary staff are required to adhere.

Employee dress is described as business casual, which includes:

- Slacks, dockers and other office style pants,

- Skirts and dresses to or below the knee,
- Button down shirts, blouses, and sweaters.
- All clothes are to appear clean, pressed and without stains or holes.

Inappropriate attire:

- Spaghetti straps or strapless tops,
- Overly baggy or tight so as to be revealing,
- Plunging necklines, midriff revealing tops, or any clothing that is exposes the employee inappropriately,
- Clothing with offensive or derogatory words or pictures,
- Any clothing that is overly casual (shorts, tank tops, athletic wear), appears dirty, wrinkled, or has stains or holes.

Overall grooming – Grooming standards for everyone includes the appearance of care and proper hygiene. Hair, makeup, and jewelry may not interfere with an employee's ability to perform the job duties or pose a safety issue. Facial piercings should be removed and tattoos should be covered during work hours. Excessive piercings or offensive tattoos may prohibit an individual from being considered for a customer facing assignment. The School reserves the right to ask any employee to cover inappropriate tattoos or remove any piercings that are not reflective of the school culture.

Exceptions – The School recognizes some events as acceptable for casual dress. The majority of the same dress and grooming standards apply, however employees may wear jeans, seasonally appropriate clothing, and more casual shoes when appropriate.

Requests for an exception to the dress code policy for religious beliefs or practices must be addressed to the CEO/Superintendent or designee or an HR representative. Each request will be evaluated on a case-by-case basis.

Supervisors are expected to inform employees when they are violating the dress code. Employees in violation are expected to immediately correct the issue. This may include having to leave work to change clothes. Repeated violations or violations that have major repercussions may result in disciplinary action being taken up to and including termination.

J. Gifts to Employees

It is the policy of the School that no employee may accept any gift from an outside party, client, contractor, vendor, community provider, business associate, parent or student that is of such nature that it could affect their impartiality with regard to decisions or actions affecting school operations. Gifts with a value of less than $50 are excluded from this policy.

K. Fee and Cash Collection

No staff member, other than specifically authorized individuals, is permitted to accept cash and/or checks. All school events, for which money is collected, must be approved by the CEO or designee who will supervise the collection of all fees and will be responsible for managing the receipts. Cash and/or checks should not be stored or locked in staff offices or desks. All financial transactions should be coordinated with the CEO or designee. Employees must obtain approval from the CEO prior to soliciting staff for donations or financial support for any outside event/activity.

L. Building Security

Building security is the responsibility of all staff. The last employee, or a designated employee, who leaves the office at the end of the business day assumes the responsibility to ensure that the office is secure; for example, all doors are securely locked, the alarm system is armed, thermostats are set on appropriate evening and/or weekend setting, and all the appliances and lights are turned off with the exception of the lights normally left on for security purposes. Employees are not allowed on properties or leased facilities after hours without prior authorization from the CEO or designee. All employees who are issued keys to the office are responsible for their safekeeping and will sign for receipt of such key.

Section IV: Personnel Policies and Procedures

The School will continually strive to recruit and retain highly qualified employees and remain a competitive public school employer, including examining employee evaluation, compensation, and discipline/dismissal practices periodically.

A. New Employee Orientation

Orientation is a formal welcoming process that is designed to make the new employee feel comfortable, informed about the School, and prepared for their position. New employee orientation, includes an explanation of the core values, vision, mission, goals, and objectives of the School. In addition, the new employee will be given an overview of benefits and complete any necessary paperwork through the HR department.

B. Employee Status

The School designates all employees as either exempt or nonexempt in compliance with applicable federal, state, and local law:

- Exempt: Employees whose positions meet specific criteria established by the Fair Labor Standards Act (FLSA) and who are exempt from overtime pay requirements.
- Nonexempt: Employees whose positions do not meet FLSA criteria and who are paid one and one-half their regular rate of pay for hours worked in excess of 40 hours per week. Nonexempt employees are also subject to meal period and rest break

regulations.

The School also assigns each employee to one of the following categories:

- Regular Full-time: Employees who are regularly scheduled to work 30 or more hours per week. Generally, full time employees are eligible for the School benefit package, subject to the terms, conditions, and limitations of each benefit program. Full-time status will be evaluated on a monthly basis.
- Regular Part-Time Employees (Tier 1). Regular part-time employees are normally scheduled to work 24 -31.9 hours per workweek. Part-time employees are eligible for benefits as outlined in the handbook.
- Non-Regular Employees. (Hourly/Temporary/Seasonal) Hourly employees work less than 24 hours per week. Temporary employees are generally hired on a temporary or project-specific basis, with either full- or part-time hours. Seasonal employees are hired on a temporary basis during a time of year when extra work is available. Hourly/temporary/seasonal employees are not eligible for most School benefits.

You will be informed of your classification, status, and responsibilities at the time of hire and at any time your classification, status, or responsibilities change. If you have a question regarding this information, contact your supervisor or Human Resources. These classifications do not alter your employment at-will status.

Employee Status	Exempt	NonExempt (hours per week)	Benefit Tier
Regular Full Time	.80+ FTE	32+ hours	Tier 2
Regular Part Time	.60-.79 FTE	24-31 hours	Tier 1
Non-Regular (Hourly/Temporary/Seasonal)	.59 FTE or less	Less than 24 hours/week	Not eligible

Student Counts

The teacher may indicate their desired student count with the School as a request. The leadership team will review the request to determine if an accommodation can be made. Final determination of student roster count will be made based on the needs of the School.

C. Job Duties

The assigned supervisor will clarify the job duties and the expectations for behavior and job performance. The employee's job responsibilities and tasks are subject to change and update during employment as stated in the at-will employment agreement and job description. On occasion, the employee may be asked to work on projects, or to help with

other work necessary or important to the operation of their department or the School. The employee's cooperation and assistance in performing such additional work is expected. The School reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer any employee's job positions, or assign additional job responsibilities.

If you have any questions regarding your job description or the scope of your duties, please speak with the Director of Human Resources.

D. Nonexempt Employees

1. Work Schedules

The School's business hours and employee work schedule shall be established by the CEO or designee. The CEO or designee will assign the staff's individual work schedule to ensure appropriate staffing throughout the workday to serve the business functions of the School. Employees are expected to be at their workstations at the start of their scheduled shifts, ready to work, free from personal or environmental distractions.

Employees may not work outside of their work schedule without the preapproval of their supervisor. Failure to obtain preapproval before working outside of the work schedule may subject the employee to disciplinary action up to and including termination. Work schedule exchanges will be reviewed on a case by case basis as long as the exchange does not interfere with normal operations or result in excessive overtime. Exchanging work schedules with other employees may be authorized by the supervisor or their designee when necessary.

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

2. Rest Breaks and Meal Periods

a. Rest Breaks

Rest breaks are on the clock and duty-free. Employees are expected to return to work promptly at the end of any rest breaks.

b. Number of Rest Breaks

Nonexempt employees are provided one (1) paid ten-minute rest break for every four (4) hours worked (or major fraction thereof, which is defined as any amount of time over two (2) hours). A rest break is not authorized for employees whose total daily work time is less than three and one half (3.5) hours.

If the employee works a shift from three and one-half (3.5) to six (6) hours in length, they will be entitled to one (1) paid ten-minute rest break. If they work more than six (6) hours and up to 10 hours, they will be entitled to two (2) paid ten-minute rest breaks. If the employee works more than 10 hours and up to 14 hours, they will be entitled to three (3)

paid ten-minute rest breaks.

c. Timing of Rest Breaks

The employee is authorized and permitted to take a rest break in the middle of each four-hour work period. There may be practical considerations that make this general timing infeasible and that require the School to deviate from this general rule. The employee will be informed if there are practical considerations that make this timing infeasible. In the event of these considerations, the immediate supervisor may need to schedule the rest breaks.

d. Meal Period

All nonexempt employees will be provided an uninterrupted unpaid meal period of at least 30 minutes if working more than five (5) hours in a workday. The employee must clock out for the meal period and will be permitted a reasonable opportunity to take this meal period. During the meal period, the employee is relieved of all duty and is free to leave the premises. The employee is expected to return to work promptly at the end of the meal period.

If the total work period for the day is more than five (5) hours per day, but no more than six (6) hours, the meal period may be waived. This cannot be done without the mutual consent of the employee and HR. Any such waiver must be requested and approved with HR and supervisor in advance.

e. Timing of Meal Period

As with rest breaks, the employee is authorized and permitted to take a meal period.

The meal period will be provided no later than the end of the fifth hour of work. For example, if work begins at 8:00 a.m., the meal period must begin by 12:59 p.m. (which is four hours and 59 minutes into the shift).

There may be practical considerations that make this general timing infeasible and that require the School to deviate from this general rule. The immediate supervisor may need to schedule the timing of an employee's meal period to ensure efficient business operations.

f. Second Meal Period

If the employee works more than 10 hours in a day, they will be provided a second, unpaid meal period of at least 30 minutes. Again, the employee must clock out for the meal period and will be permitted a reasonable opportunity to take this meal period; the employee will be relieved of all duty. During the meal period, the employee is relieved of all duty and is free to leave the premises. The employee is expected to return to work promptly at the end of the meal period.

Depending on the circumstances, the employee may be able to waive the second meal period if the first meal period was taken and if the total hours worked for the day is no more than twelve hours. This cannot be done without the mutual consent of the employee and HR. Any such waiver must be requested and approved with HR and supervisor in advance.

g. Timing of Second Meal Period

As with rest breaks, the employee is authorized and permitted to take a meal period. A second meal period is required if the employee's hours exceed 10 hours in one workday.

This second meal period will be provided no later than the end of the 10th hour of work. For example, if work begins at 8:00 a.m., the employee must start the second meal period by 5:59 p.m. (which is 9 hours and 59 minutes into the shift).

There may be practical considerations that make this general timing infeasible and that require the School to deviate from this general rule. The immediate supervisor may need to schedule the timing of an employee's meal period to ensure business operations.

h. Recording Time

California Pacific Charter Schools is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the School has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time using the School's timekeeping application. The Payroll department will provide staff with specific instructions for using the online system.

You must accurately record all of your time to ensure you are paid for all hours worked, and must follow established School procedures for recording your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

Employees are required to clock in no more than five minutes before their start time and clock out no later than five minutes after the end of their shift.

Notify your supervisor or payroll of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntarily missed meal or rest break periods.

i. Missed Rest Breaks and Meal Periods

If for any reason the employee is not provided a rest break or meal period in accordance with the policy, or if they are in any way discouraged or impeded from taking their rest break or meal period, or from taking the full amount of time allotted to them, the employee may be eligible for a missed rest break or meal period remedy and should immediately notify HR.

Anytime the employee misses a rest break or meal period that was provided to them (or they work any portion of a provided meal period), they will be required to report the time to their supervisor and payroll and document the reason for the missed rest break and meal period.

3. Timekeeping

All nonexempt employees are required to record time worked for payroll purposes. Employees must record their own time at the start and at the end of each work period, including before and after the meal period. Altering with this procedure in any way is not permissible and is subject to disciplinary action. Final timesheets in the payroll system are to be approved by the employee and the supervisor at the end of each pay period. Any errors on the timesheet should be reported immediately to HR. Employees with consistent patterns of not following time recording responsibilities are subject to disciplinary actions.

All communication between the nonexempt employee and management concerning work related issues is not permitted after hours. Once the nonexempt employee has recorded the end of a work period at the end of the day, that employee is no longer clocked in. All work related correspondence will resume the next workday except in the case of an emergency or at the direction of the supervisor. Nonexempt employees will be compensated at the appropriate rate of pay for any additional time worked outside of their workday.

4. Pay for Mandatory Meetings/Training

The School will pay nonexempt employees for attendance at meetings, lectures, and training programs when attendance is mandatory, and the meeting, course, or lecture is directly related to the job and is outside of the regular schedule. Unless otherwise noted, trainings and meetings are included as part of an exempt employee's regular pay.

Employees are not compensated for travel time outside of their regular work hours unless required to perform job duties while traveling.

Examples of Compensated Time:

Employee travel time during their regular working hours.

Employee travel time between work locations. For example, employee arrives at CalPac office and then travels to a meeting at another location.

Employee travel time to perform an errand on behalf of the school.

Examples of Uncompensated Time:

Employee travel time outside of their regular working hours unless required to perform job duties. For example, time spent driving to the airport or flying on an airplane to attend a conference.

5. Overtime

All overtime work must be requested in advance by the employee and authorized by the supervisor prior to the time to be worked. Nonexempt employees may be directed to work overtime as necessary. Only actual hours worked each workday or workweek can apply in calculating overtime. The School provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law. All hours worked in excess of eight (8) hours in one workday or 40 hours in one workweek will be treated as overtime. A workday begins at 12:01 a.m. and ends at midnight 24 hours later. The work week begins at 12:01 a.m. Monday and ends at midnight on Sunday.

Compensation for hours in excess of 40 hours for the workweek, or in excess of eight (8) hours and not more than 12 hours for the workday, and for the first eight hours on the seventh consecutive day of work in one workweek, shall be paid at a rate of one-and-one-half times the employee's regular rate of pay. Compensation for hours in excess of 12 hours in one workday and in excess of eight (8) hours on the seventh consecutive workday in a workweek shall be paid at double the regular rate of pay.

[See: Make-Up Time]

E. Exempt Employees

The School will pay exempt employees a salary rather than by the hour. Once an employee's sick days and vacation have been exhausted or are otherwise unavailable, the School will deduct pay from an exempt employee's salary under the following circumstances: (i) one or more full days absences for personal reasons; (ii) one or more full day absences for illness, injury, or sickness, (iii) one or more full work weeks disciplinary suspensions; and (iv) partial (for intermittent leave) or full day absences during an approved family or medical leave in accordance with law.

Exempt employees who believe that the School made an incorrect or improper salary deduction should promptly report the deduction to their supervisor or the HR department. If the School incorrectly or improperly made a deduction from an exempt employee's salary,

it will reimburse the employee for the deducted pay as soon as possible.

F. Salary Overpayments

Because the School receives public funds, the School is obligated by law to seek reimbursement for any salary overpayment and cannot waive the recovery of the overpayment. Employees who receive excess pay as a result of a payroll error are required to return the funds to the School. The School will provide the employee with the correct salary calculation and the amount that is owed to the School. The employee may return the overpayment in full through a cashier's check or money order or allow the School to deduct the overpayment from the next paycheck.

The School may arrange for a repayment plan that is mutually agreeable to both the School and the employee and does not exceed one calendar year from the date of the overpayment. Should an employee resign prior to completing the repayment, the full amount shall become due upon termination. A repayment plan may be offered to a terminated employee not to exceed three (3) months in duration.

G. Employee Evaluation

Supervisors will conduct performance reviews with all regular full-time and regular part-time employees annually. Supervisors may conduct informal performance reviews and goal setting sessions more often if they choose.

Performance reviews are designed for the supervisor and the employee to discuss their current job tasks, encourage and recognize attributes, and discuss positive, purposeful approaches for meeting work-related goals. Together, the employee and supervisor will discuss ways in which the employee can accomplish goals and/or learn new skills.

Successful job performance is a factor in consideration for salary step advancement. For this reason, among others, it is important to prepare for these reviews carefully, and participate in them fully.

Additional details on employee evaluations will be provided by HR upon hire and annually as appropriate.

H. Corrective Action

All employees are expected to meet School standards of work performance. Work performance encompasses many factors, including attendance, punctuality, personal conduct, job proficiency and general compliance with School policies and procedures. If an employee does not meet these standards, the School may or may not, at its sole discretion, take corrective action, other than immediate dismissal. Employees have no entitlement to corrective action or progressive discipline prior to dismissal.

The intent of corrective action is to formally document problems while providing the employee with a reasonable time within which to improve performance. The School holds each of its employees to certain work rules and standards of conduct. When an employee deviates from these rules and standards, the employee may be terminated, or, at the School's discretion, be subject to corrective action by a supervisor.

Corrective actions may include, but are not required to include, an oral warning, a written warning, probation, suspension, and termination of employment. In deciding which initial corrective action would be appropriate, a supervisor may consider the seriousness of the infraction, the circumstances surrounding the matter, and the employee's previous record. As an at-will employer, the School may use all, some, or none of the corrective actions described and will handle corrective action based on its own discretion.

Though the School will try to find paths for improvement whenever possible, the School considers certain rule infractions and violations of standards as grounds for immediate termination of employment. These include but are not limited to: any misconduct concerning a child/student, theft in any form, insubordinate behavior, vandalism or destruction of School property, trespassing, the use of School equipment without prior authorization, untruthfulness about personal work history, skills, or training, divulging proprietary information, and misrepresentations of the School to another employee, a prospective employee, or the general public.

Nothing in this section or any other section alters an employee's status as an at-will employee who may be terminated, with or without cause and with or without advance notice at any time by the School. Nothing in this section is intended to interfere with an employee's rights to communicate or voice concerns that are protected by Federal and State law.

I. Terminations

There are two types of terminations that may affect employees. Voluntary termination results when an employee voluntarily resigns their employment. Involuntary terminations result when the School makes the decision to end the at-will employment agreement.

Regardless of the reason for termination, all school-owned property, including vehicles, keys, credit cards, student files, or school property in the possession of the employee must be returned to the School immediately upon termination from employment, within 72 hours from the final date of employment with the School. Additionally, employees are not to recruit students from the School to a new place of employment.

All wages owed will be paid out upon the date of termination or within 72 hours after an employee's resignation if the employee gave 72 hours or less notice.

J. Personnel Records

Employees have a right to inspect certain documents in the personnel file as provided by law. The contents of personnel records will be available for inspection to the current or former employee, or their representative, at reasonable intervals and at reasonable times, but not later than thirty (30) calendar days from the date the School receives a written request. However, the employee, or their representative, and the School agree in writing to a date beyond thirty (30) calendar days to inspect the records, and the agreed-upon date does not exceed thirty-five (35) calendar days from receipt of the written request. Additionally, the School shall provide a copy of the personnel records, at a charge not to exceed the actual cost of reproduction, to a current or former employee, or their representative, no later than thirty (30) calendar days from receipt of the request, unless the current or former employee, or their representative, and the School agree in writing to a date beyond thirty (30) calendar days to produce a copy of the records, as long as the agreed-upon date does not exceed thirty-five (35) calendar days from the employer's receipt of the written request.

The employee may add comments to any disputed item in the file. Only HR, the CEO or designee is authorized to release information about current or former employees. Disclosure of personnel related information to agencies or individuals outside the School will be limited and in accordance with law; however, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations and as otherwise legally required.

The School is required by law to keep current all employees' names and addresses. Employees are responsible for notifying the School in the event of a name or address change. Name changes will be updated across the school's systems once the school receives an updated legal identification document such as a social security card.

K. Destruction of Personal Information Records

In the course of the employee's duties at the School, they may encounter records which contain personal information (i.e., a person's name and Social Security Number, driver's license number, state identification number or any account number, credit or debit card number, access code or passwords that may permit access to an individual's financial account, payroll, or personal health information). The School expects all employees to take appropriate measures to maintain the confidentiality and integrity of such information and prevent unauthorized access. Employees must ensure hard copies of documents are stored securely, such as in a locked file cabinet, with access provided only to authorized individuals with a need to know. Electronic media must be encrypted or password protected. Passwords should never be included in any transmission that also contains the data. Employees should dispose of data no longer needed by shredding paper documents and properly erasing electronic media to ensure that the personal information cannot be read or reconstructed. Failure to follow proper storage and disposal procedures may result in

disciplinary action up to and including termination.

L. Employment Posters

The School maintains bulletin boards in School offices and on the HR information system that contain important information about employment. In addition to Federal and state required notices, school-related information will also be available in these locations. All employees are encouraged to read all of the information provided in detail. Any questions about the information should be directed to the supervisor or HR. These bulletin boards are reserved for School use only; employees may not post or remove any information from them.

M. Outside Employment

This policy is not intended to prohibit an employee from working an appropriate second job. Employees are permitted to engage in outside work or hold other jobs, subject to certain restrictions as outlined below.

(1) Activities and conduct away from the job must not compete, conflict with or compromise the school interests or adversely affect an employee's job performance and the ability to fulfill all responsibilities to the School. Employees are prohibited from performing any services for customers on non-working time that are normally performed by the School. This prohibition also extends to the unauthorized use of any school tools or equipment and the unauthorized use or application of any confidential information. In addition, employees are not to solicit or conduct any outside business during paid working time.

(2) Employees are cautioned to consider carefully the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel or refusal to work overtime or different hours. If outside work activity causes or contributes to job-related problems, it must be discontinued, and, if necessary, normal disciplinary procedures will be followed to deal with the specific problem.

(3) In evaluating outside work, the following guidelines will be considered to determine whether the proposed employment is allowed. Employees may not engage in outside employment that:

1) involves working for a competing or similar model School;
2) occurs during work hours without the use of appropriate leave;
3) actually or potentially results in a conflict of interest with or interfere with the employee's responsibilities to the School;
4) involves working for an organization that does business with the School, such as

contractors, community providers, suppliers and customers;
5) may adversely affect the School's image.

(4) Employees who have accepted outside employment may not use paid sick leave to work on the outside job. Fraudulent use of sick leave will result in disciplinary action up to and including termination.

If it is determined that the outside employment constitutes a conflict of interest or disruption of the School's operation, the employee will be asked to limit or restrict the outside employment. Disciplinary action up to and including termination of employment may be taken for outside employment that is inconsistent with this policy unless otherwise approved.

N. Out of State Work Policy

California Pacific Charter Schools ("CalPac" or the "School") is a nonprofit corporation that operates charter schools serving students in the state of California. Due to the online nature of the work at CalPac, several employees have either moved out of the state or have been hired into positions at the School while residing out of the state of California. CalPac has attempted to support employees in this decision without termination; however, with employees working in several different states, it has become increasingly costly and burdensome for the School to navigate the various rules, laws, and compliance requirements of each state.

For the purpose of this Policy, the term "out of state" refers to any work location outside the state of California. Employees who remain domiciled in California (i.e. military orders or transfers where residency is maintained in California) may not be considered to be out-of-state employees, subject to the laws of the state in which the employee resides.

Effective June 13, 2023, the following rules and procedures will apply regarding employees working out of state.

Employees who currently work out of state will not have their out-of-state status be a bar to their continued at-will employment provided they continue to reside in the same state as of the effective date of this policy or move back to California, the funding for the employee's position is secure, and the employee meets performance expectations for their position.

Candidates for future employment will be selected from those residing within the state of California and will be required to remain within the state of California as a condition of employment. Additionally, current employees seeking promotion, advancement, or reassignment will be subject to the same residency rules. Employees are asked to provide sixty (60) days' written notice to CalPac if they plan to resign to move out of state.

Additionally, other than attending conferences or training, employees may not perform any work out of state without prior written approval from the School, as this may require the School to treat the employee as an out of state worker and subject the School to the employment laws of the out of state location.

This policy applies to all employees of CalPac regardless of classification. Nothing in this policy is intended to alter the at-will employment status or to provide a guarantee of continued employment as outlined in board policy 4010-CPCS or the employment agreement. Violation of this policy may result in discipline, up to and including termination of the at-will employment.

O. Whistleblower Policy

It is the policy of the School to encourage its employees and applicants for School employment to disclose improper governmental activities, based in part on California Education Code Section 44110 et. seq. and to address written complaints that allege acts or attempted acts of interference, reprisal, retaliation, threats, coercion or intimidation against employees or applicants who disclose improper governmental activities. School management has the responsibility to seek out and correct any and all abuses resulting from improper governmental activities, and to protect those who come forward to report improper governmental activities.

Concerns that may be raised include, but are not limited to, the following:

1) Reporting suspected violations of local, state, and federal law, including but not limited to federal laws and regulations;
2) Providing truthful information in connection with an inquiry or investigation by a court, agency, law enforcement, or other governmental body; and
3) Identifying potential violations of School policy, specifically the policies contained in the handbook with reference to employee safety or health, unsafe working conditions or work practices in the employee's employment or place of employment.

A whistleblower can also be an employee who refuses to participate in an activity that would result in a violation of a state or federal statute, or a violation of or non-compliance with a local, state or federal rule or regulation.

The School may not:

1) Make, adopt, or enforce any rule, regulation, or policy preventing an employee from being a whistleblower;
2) Retaliate against an employee who is a whistleblower;
3) Retaliate against an employee for refusing to participate in an activity that would

result in a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation; or

4) Retaliate against an employee for having exercised their rights as a whistleblower in any former employment.

P. Complaint Procedure

The School encourages employees to resolve issues or concerns at the lowest level possible to ensure a positive and professional work environment. When issues cannot be successfully resolved or the issue is serious in nature against the supervisor, the employee should bring the matter to the attention of HR for assistance. The complaint procedure approved by the Board of Directors is as follows:

1. The complainant will bring the matter to the attention of the Human Resources manager as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or were not appropriate; and

2. The complainant will reduce their complaint to writing, indicating all known and relevant facts, in the School's Internal Complaint Form. The Human Resources manager or designee will then investigate the facts and provide a solution or explanation.

3. If the complaint is about the Human Resources manager or CEO, the complainant may file their Internal Complaint Form with the President of the School's Board of Directors, who may then confer with the Board and may conduct a fact-finding investigation or authorize a third party investigator on behalf of the Board. The Board President or investigator will report their findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee's satisfaction. However, the School values each employee's ability to express concerns, and the need for resolution without fear of adverse consequence to employment.

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.

2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaint or participation in any complaint process.

3. Resolution: The School will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take

appropriate remedial measures to ensure effective resolution of any complaint.

Q. Uniform Complaint Procedures

The School will provide annual notice to all employees of the Uniform Complaint Procedures that may be used to allege a violation of federal or state laws governing certain educational programs. Copies of the Uniform Complaint Procedures and additional information may be found in the board policy section on the School's website or by contacting HR.

Section V: Operational Considerations

A. Employer Property

Anything purchased with school funds such as computers and educational materials are considered School property and must be maintained according to School rules and regulations. School property is to be used only for work-related purposes. The School reserves the right to search and inspect all School property and any property used by employees in work related duties to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence.

Employees may make or accept personal telephone calls, text messages, or emails within reason during working hours to perform important personal business. It is also acceptable to use a computer to perform the same minimal personal tasks. Employees may not use the School's phone to make personal calls that would incur long distance fees.

The School may periodically need to assign and/or change passwords and personal codes for voicemail, email and computer. Except as provided herein, these communication technologies and related storage media and databases are to be used only for School business and they remain the property of the School. The School reserves the right to override any such password system at any time at its sole discretion, with or without cause.

Prior authorization must be obtained from the CEO or designee before any School property may be removed from the School premises, except in the course of normal movement of educational materials/computers by the employee. In this case, regular check-out/tracking procedures must be followed.

Terminated employees who work at a CalPac facility should remove any personal items at the time they leave the facility. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

Employees must safeguard and not damage/destroy School property, including computer

hardware or software, e-mails, internal files, notes and correspondence, student records, papers, recordings, pictures, screenshots, and any other items of any nature that belong to or concern the School. Upon separation of employment, employees must return all of the School's property and proprietary information as soon as possible, no later than 72 hours from the final date of employment, and not share, destroy, or retain any copies of such property and information.

Any employee who is found to have neglected or misused the School's property will be subject to disciplinary action up to and including termination. If an employee's misuse of the School's property damages the property, the School reserves the right to require the employee to pay all or part of the cost to repair or replace the property. Misappropriation of the School's property is grounds for immediate termination and possible criminal action.

B. Use of Electronic Media

The School uses various forms of electronic communication including, but not limited to computers, email, telephones and web sites. All electronic communications, including all software, databases, hardware, and digital files, remain the sole property of the School and are to be used only for School business and not for any personal use, except as allowed for limited and important personal business.

Electronic communication and media may not be used in any manner that would be discriminatory, harassing or obscene, or for any other purpose that is illegal, against School policy or not in the best interest of the School.

Employees who misuse electronic communications and engage in defamation, copyright or trademark infringement, discrimination, harassment, or related actions will be subject to discipline up to dismissal. The School reserves the right to require authorization prior to installation of software on a School computer and/or mobile devices.

All electronic information created by any employee using any means of electronic communication is the property of the School and remains the property of the School. With School approval, employees may use personal passwords for purposes of security, but any employee's use of a personal password does not affect the School's ownership of the electronic information.

The School may at any time override all personal passwords for any reason.

The School reserves the right to access and review electronic files, messages, mail, and other digital archives, and to monitor the use of electronic communications as necessary to ensure that no misuse or violation of School policy or any law occurs.

Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by school administration.

Access to the Internet, websites, and other types of School-paid computer access are to be used for School related business. Any information about the School, its products or services, or other types of information that will appear in the electronic media about the School must be approved by the CEO or designee before the information is placed on an electronic information resource that is accessible to others.

Questions about access to electronic communications or issues relating to security should be addressed to the CEO or designee.

C. Proper Use of AI in the Workplace

The School encourages the responsible and ethical use of artificial intelligence (AI) and related technologies to enhance workplace efficiency and productivity. However, employees must ensure that AI tools and technologies are used in compliance with all applicable laws, regulations, and School policies.

Employees are prohibited from using AI for any purpose that could:

- Violate privacy or confidentiality agreements, including the unauthorized collection or misuse of personal or sensitive data.
- Engage in discriminatory practices, including but not limited to bias in decision-making processes related to hiring, promotions, evaluations, or any other personnel matters.
- Create, disseminate, or support content that is harmful, offensive, or violates any anti-harassment, anti-discrimination, or anti-retaliation policies.
- Impair the integrity of the School's systems, including the unauthorized manipulation, generation, or dissemination of data.

Employees should be transparent and ethical in their use of AI, ensuring that it does not replace human judgment or oversight in critical decision-making processes. Employees must also report any concerns regarding the misuse of AI tools to their supervisor or the HR department immediately.

The School reserves the right to monitor AI-related activities on its systems and take appropriate action if any policy violations are identified. Misuse of AI technologies may result in disciplinary action up to and including termination.

D. Social Media

Social media can serve as a powerful tool to enhance communication. This technology can provide many benefits for communication. This section addresses employees' use of

publicly available social media networks including: personal Websites, Web logs (blogs), WIKIs, social networks, online forums, virtual worlds, and any other social media. The School takes no position on employees' decision to participate in the use of social media networks for personal use on personal time. However, use of social media for personal use during School time or on School equipment is prohibited. In addition, employees must avoid posting any information or engaging in communications that violate state or federal laws or School policies.

General Statement

The line between professional and personal relationships is blurred within a social media context. When employees choose to join or engage with students, families or fellow employees in a social media context that exists outside those approved by the School, they are advised to maintain their professionalism as School employees and have responsibility for addressing inappropriate behavior or activity on these networks, including requirements for mandated reporting. Employees must avoid posting any information or engaging in communications that violate state or federal laws or School policies.

Employees are expected to serve as positive ambassadors and to remember they are role models to students in the community. Because readers of social media networks may view the employee as a representative of the School, the School requires employees to observe the following rules when referring to the School, students, programs, activities, employees, volunteers and communities on any social media networks.

Employees must be respectful and professional in all communications (by word, image or other means). Employees shall not use obscene, profane or vulgar language on any social media network or engage in communications or conduct that is harassing, threatening, bullying, libelous, or that discusses or encourages any illegal activity or the inappropriate use of alcohol, use of illegal drugs, sexual behavior, sexual harassment, or bullying. Be sensitive about linking to content. Redirecting to another site may imply an endorsement of its content.

Employees must make clear that any views expressed are the employee's alone and do not necessarily reflect the views of the School. Employees may not act as a spokesperson for the School or post comments as a representative of the School, except as authorized by the CEO or designee. When authorized as a spokesperson for the School, employees must disclose their employment relationship with the School.

Protect confidential information. Employees may not disclose information on any social media network that is confidential or proprietary to the School, its students, or employees or that is protected by data privacy laws. Employees should be thoughtful about what they publish and must make sure they do not disclose or use confidential information. Students, parents, and colleagues should not be cited or obviously referenced without their approval.

For example, ask permission before posting a student'(s)/co-worker'(s) picture on a social network (student photos require parental consent) or publishing a conversation that was meant to be private.

It is acceptable to discuss general details about student projects, lessons, or school events and to use non-identifying pseudonyms for an individual (e.g., teacher, students, parents) so long as the information provided does not make it easy for someone to identify the individual or violate any privacy laws. Public social networking sites are not the place to conduct School business with students or parents; please conduct these interactions using the School's network.

Employees may not post any private images of the School premises and property, such as workrooms, offices, including floor plans. Nothing in this policy is meant to prevent employees from posting information that is allowable by the National Labor Relations Act.

Be transparent. Honesty or dishonesty will be widely available on social media. If the employee is posting about their role at the School, the employee must use their real name and identify their employment relationship. The employee must be clear about their role; if they have a vested interest in something being discussed, to be the first to point it out.

Perception can be reality. In online networks, the lines between public and private, personal and professional are blurred. Employee's identification as a School employee, may create perceptions about expertise and about the School by community members, parents, students, and the general public. When posting online be sure that all content is consistent with employee work values and with the School's beliefs, core values and professional standards.

Work/Personal Distinction. Staff members are encouraged to maintain a clear distinction between their personal social media use and any School-related social media sites. The employee may consider setting up separate social media accounts for personal and professional use.

Personal Social Networking & Media Accounts. Before employees create or join an online social network, they should ask themselves whether they would be comfortable if a 'friend' decided to send the information to their students, the students' parents, or their supervisor. School employees must be mindful that any Internet information is ultimately accessible to the world.

Social Interaction With Students. Employees should not have online interactions with students on social networking sites outside of those forums dedicated to academic use. School employees' personal social networking profiles and blogs should not be linked to students' online profiles.

Contacting Students Off-Hours. Employees should only contact students for educational purposes and must never disclose confidential information possessed by the employee by virtue of their employment. Contacting students after hours must be kept to a minimum and be strictly for the purpose of academic support or to relay general information to all students.

Be a positive role model. Educational employees have a responsibility to maintain appropriate employee-student relationships, whether on or off duty. Both case law and public expectations hold educational employees to a higher standard of conduct than the general public.

School Logo. The use of the School logo(s) on a social media site or elsewhere must be preapproved by the CEO or designee.

The School expects all who participate in social media to understand and follow these guidelines.

E. Public Relations

Serving students and families requires a variety of professional skills. School employees are expected to demonstrate the following communication skills and abilities:

1. Ability to transmit passion for learning to students and families.
2. Flexibility and adaptability.
3. Well developed, clear communication and interpersonal skills that maintain a respectful, professional and courteous manner.
4. Conflict resolution skills.
5. Openness to differing views and objectives.
6. Ability to deliver information concerning curriculum, teaching, assessment, and learning to families.
7. Serve the student and parent's needs to the best of their ability without allowing their own convenience to interfere.

The success of the School depends upon the quality of the relationships between the School, its employees, students, parents and the general public. The public impression of the School and its interest will be formed, in part, by the employees; employees are ambassadors. The more goodwill an employee promotes, the more employees, students, parents and the general public will respect and appreciate the employee, the School, and the Schools' services.

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

1. Communicate regularly.
2. Act competently and deal with others in a courteous and respectful manner.
3. Communicate pleasantly and respectfully with other employees at all times.
4. Follow up on requests and questions promptly, provide businesslike replies to inquiries and requests, and perform all duties in an orderly manner.
5. Respond to email and voicemail within 24 hours during the workweek.
6. Take great pride in their work and enjoy doing their very best.
7. Be proactive and work to anticipate the needs of those being supported.

When an employee encounters an uncomfortable situation that the employee does not feel capable of handling, their supervisor should be contacted immediately.

If a problem develops or if a parent remains dissatisfied, the employee should contact their supervisor for assistance.

Employees should not speak to the media on the School's behalf without contacting the School's CEO or designee. All media inquiries should be directed to the CEO or designee.

F. Solicitation & Distribution

In order to ensure smooth operations, the School has established the following guidelines to be respected while at work. As long as it is done during non-working hours for all employees involved (such as meal periods or rest breaks), employees are permitted to engage in solicitation (i.e., asking for contributions, selling merchandise) anywhere on School premises, as long as it is done in a non-disruptive and inoffensive manner. Employees may only engage in distribution (i.e., handing out pamphlets, literature, petitions) during non-working hours for all employees involved and in non-working areas (such as the lunch room). Solicitation or distribution is not allowed in areas open to the public. Employees are prohibited from posting notices on the School bulletin board or in any other office location and from removing any items without management approval. The School may, at its discretion, authorize certain fund-raisers and collections for employee gifts. Employees who want to organize such an event, must obtain prior approval from the supervisor. Solicitation and distribution by non-employees is prohibited at all times on School property.

G. Student/Family Legal Matters

Employees are prohibited from becoming involved in student family law matters, except as required by law. Any subpoenas or requests for student records must be directed to the School and Student Records Office, not to individual employees. Employees are not authorized to disclose student records or any related information. If an individual employee is lawfully subpoenaed, they are required to comply with the request. However, in such

cases, the employee must immediately notify their supervisor to ensure proper handling of the situation.

H. Inclement Weather/Emergency Closings

At times, emergencies such as severe weather, fires, or power failures can disrupt School operations. The decision to close the office will be made by the CEO or designee. When the decision is made to close the office, employees will receive official notification from their supervisors. Employees will be paid for any remaining portion of their work day for the first day of the declared emergency closing. If the office continues to be closed, office employees will be expected to transition to remote work. An employee who is unable to transition to remote work may utilize their available applicable leave to remain in paid status. Employees may not be retaliated against for leaving the office during emergency circumstances when their safety is in jeopardy.

Employees are encouraged to listen to local news and radio reports for status updates. In general, the School will follow the decisions of the local community. Days that the School is closed due to inclement weather or other emergency may create a need to extend the work year or shorten holiday breaks.

Employees who are unable to perform their job duties due to inclement weather (i.e. heavy rain, flooding, wind, snow, or fire that disrupts daily life and compromises safety), will be receive their full compensation for the first day under warning or mandatory evacuation. Should the inclement weather warning or mandatory evacuation continue beyond one work day, employees will work with their supervisor to either determine an alternate work location, or if unable, use their available sick or vacation accrual to cover any continuing time off.

Section VI: Health and Safety

All employees are responsible for their own safety, as well as that of others in the workplace. To help maintain a safe workplace, everyone must be safety-conscious at all times. In compliance with California law, and to promote the concept of a safe workplace, the School maintains an Injury and Illness Prevention Program.

In compliance with Proposition 65, the School will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity. See the School's Safety Plan for more information.

A. Telecommuting - Remote Work Policy

As an online school, CalPac has designated certain job classifications for remote work due to the nature of the duties. The ability to telecommute is a privilege that will be reviewed as needed, is never guaranteed, contingent upon the employee's positive evaluation, always up

to the supervisor's discretion, and may be rescinded at any time with or without reason. Employees shall be notified at the time of hire if the position is designated as remote or in the School's administrative office. Employees working remotely are expected to adhere to CalPac's policies and performance expectations for the duration of the assignment.

Employees working remotely must be available for contact via telephone, chat, and email and complete their job duties during the assigned work hours. Additionally, staff are required to attend meetings via the School's video conference programs with camera on, engaged in the conversation, and prepared to respond as appropriate.

Employees who work remotely may be required to attend in-person meetings at the office or other designated locations.

Employees who telecommute must maintain the security of all confidential and/or sensitive information and other proprietary information, as if they were working in the office. All security procedures apply, regardless of whether the employee is in the workplace or telecommuting. Certain confidential documents or information will not be taken home without authorization from the CEO or designee. Employees must adhere to policies and procedures governing use of the School's electronic communications, computer systems and confidential information.

Employees who are subject to overtime laws are required to adhere to their beginning and ending work times, rest break, and meal periods. Telecommuting employees must continue to maintain required time records. Work time must be recorded on the employee's timesheet. All telecommuting employees must request and obtain written approval for any leave taken. A remote working assignment is not a substitute for dependent care. Employees must be free from parental duties during their working hours.

Employees who telecommute are responsible for following all safety rules. Telecommuters will develop a written agreement with the CEO or designee concerning the type and amount of work the telecommuter will be expected to perform. The ability to telecommute does not change the level of performance expected from an employee. Nonexempt employees will track their time in the School timekeeping system and report work accomplished at a frequency agreed upon with the supervisor. Exempt employees must complete the duties as outlined in their job description and assigned by their supervisor.

The School will determine and approve, with information supplied by the employee and the supervisor, the appropriate equipment needed for each remote work arrangement. The human resources and information system departments will serve as resources in this matter. Equipment supplied by the School will be maintained by the School. Equipment supplied by the employee in their remote work environment, will be maintained by the employee. The School accepts no responsibility for damage or repairs to employee-owned

equipment. The School reserves the right to make determinations as to appropriate equipment, which are subject to change at any time. Equipment supplied by the School is to be used for business purposes only. The telecommuter must sign an inventory of all School property received and agree to take appropriate action to protect the items from damage or theft. Upon termination of employment, all School property will be returned within five days of the employee's last day, unless other arrangements have been made.

The School may provide telecommuting employees with equipment or office furnishings for their remote offices to the extent that it supports a safe work environment or in response to an accommodation. Items purchased by the School remain the School's property. Employees are responsible for equipping and maintaining their remote offices so that they can accomplish their work in an efficient and expeditious manner.

The School will supply the employee with appropriate office supplies (pens, paper, etc.) as deemed necessary and reimburse the employee for business-related expenses that are reasonably incurred in carrying out the employee's job duties. Whenever practical, the employee should make every effort to utilize the School office and supplies to perform any duties that may incur additional expenses.

The School retains the right to require a reapproval process and/or rescind any telecommuting agreement at any time and to require any telecommuter to report to the office or work location to work. Violation of any telecommuting policies may result in the immediate termination of any telecommuting agreement.

Employees are encouraged to speak with a tax professional as to any tax benefits or deductions for utilizing a home office. Employees are responsible for any tax liability should they claim such an expense and it is later disallowed by the Internal Revenue Service.

B. Student Safety

The effective employee is concerned for the welfare of students and takes measures to ensure their welfare. Nevertheless, it is important to be aware of the possible consequences of negligence. The employee is responsible to act in a reasonable and prudent manner at all times. Specifically, the employee must do the following:

1. Always ensure that online students are supervised and have another responsible adult present when they are in online classrooms.
2. Require students to conduct themselves in an orderly, safe manner and administer such disciplinary actions as are reasonable and proper in any situation involving student misconduct.
3. Report any unsafe conditions to the supervisor so that it may be corrected.
4. Ensure Zoom settings are correct for student safety.

5. Strictly adhere to all stated policies of the School.

Failure by employees to meet their responsibilities may have severe consequences (e.g., revocation of their license, criminal charges, etc.). Additionally, teachers may be held legally liable for negligence in the performance of their duties.

C. Employee Safety

The School is committed to providing the resources necessary to develop, implement, and administer a safety program for the protection of its employees. All administrative personnel and employees are expected to meet their responsibilities to make the safety program effective and productive. Periodic reviews of the safety program will be conducted by administration to maintain its effectiveness.

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to the supervisor, CEO, or HR. When reporting the injury, the employee should advise staff if emergency services should be involved, or if the injury requires medical attention. HR will help determine the best course of action. If an injury does not require medical attention, an Employer Report of Injury/Illness Form must still be completed in case medical treatment is later needed and to ensure that any existing safety hazards are corrected. The Employee's Claim for Worker's Compensation Benefits Form must be completed in all cases in which an injury requiring medical attention has occurred. The employer will immediately notify OSHA in the event the employee sustains a serious illness, injury, or exposure that results in hospitalization as per CalOSHA guidelines.

D. Transporting Students

Employees are not permitted to transport students. In the event a student needs transportation for a school-related purpose, the School will arrange for transportation in coordination with the parent or guardian.

E. Employee Driving Policy

CPCS must ensure that risks to the School are minimized and ensure that only safe drivers are allowed to drive on School business. The Board requires that all employees who regularly drive as part of their job duties (“Driving Employees”) meet minimum standards of safety and insurance, which must be verified by the School. Driving employees must obey all traffic laws and drive safely while on School business.

Positions requiring driving shall state such in the job description and staff will be required to maintain a valid driver’s license and vehicle insurance in order to meet the minimum qualifications of the position and perform the essential duties of the role. This policy covers

all school employees and violation of the School's policy is grounds for discipline up to and including termination.

Driver's License and Insurance Coverage

1. In order to operate a personal vehicle when used to perform CPCS business, Driving Employees must have a valid driver's license and automobile insurance meeting the minimum standards established in this policy at all times. Evidence of the Driving Employee's driver's license and automobile insurance certificate will be kept on file. The Driving Employee is responsible for providing an updated driver's license and automobile insurance certificate whenever it expires or upon request. The CEO or designee must be notified immediately if the Driving Employee no longer has a valid driver's license or insurance certificate. Any Driving Employee whose driver's license or insurance certificate lapses or is canceled or revoked for any reason, and who cannot otherwise arrange for travel as required by their position, may be terminated or placed on inactive/unpaid status until the issue is remedied.
2. CPCS requires that a Driving Employee carry the following insurance amounts and coverage:

Automobile Liability - $100,000 per person; $300,000 per occurrence
Property Damage - $50,000 per occurrence
Medical Payments - $5,000 per person

Notification of Traffic Violations Resulting in Criminal Convictions

CPCS receives notifications from the Department of Justice (DOJ) when an employee has been arrested and when there has been a conviction for a crime. Notification of a traffic violation resulting in a misdemeanor or felony charge will be discussed with the employee. Certain driving violations may be grounds for termination from a position that requires regular driving such as:

1. Attempting to evade a police officer
2. Driving with a revoked or suspended license
3. Hit and run
4. Speeding over one hundred (100) miles per hour
5. Reckless driving
6. Driving under the influence of drugs and alcohol

Responsibilities of Human Resources

When recruiting for positions that require the employees to operate a vehicle, the posting notice shall advise applicants that a current driver's license record and verification of automobile insurance will be required prior to a final job offer.

Employee Responsibility

Employees are responsible for maintaining driver's licenses and special certificates required for the performance of job duties. Employees are also responsible for promptly notifying their supervisor of expiration, conviction, or other DMV actions against their driver's license or certificate by no more than five (5) business days from the occurrence.

Use of Electronic Devices While Operating a Vehicle

CPCS recognizes staff members may spend a considerable amount of time driving for business purposes. It is the intention of the School to ensure all staff members are safe while driving a vehicle. Although hands-free options are available, it is the policy of the School to discourage employees from utilizing a cell phone or other electronic devices while operating a vehicle.

Distracted driving can be described as any visual, cognitive or manual distraction which takes attention away from the task of safe driving.

Employees are expected to follow all federal and state distracted driving laws. Employees who are charged with traffic violations resulting from the use of an electronic device while driving will be solely responsible for all liabilities that result from such actions.

The School highly encourages employees to use their best judgment and reserve all conversations conducted on an electronic device for when they are not in operation of a vehicle. It is recommended that employees find a safe location and park their vehicle prior to placing or accepting a telephone call. Texting while driving is prohibited. Voice texting while driving is strongly discouraged. Safety must come before all other concerns.

Revocation of Driving Privilege

1. Human Resources will monitor the subsequent arrest notifications from the DOJ. Any Driving Employee who is convicted of a DUI, loses their driver's license or driving privilege, or is deemed to be a "negligent operator" by the DMV, and fails to make suitable arrangements for alternative transportation to maintain meetings as an essential function of their position will immediately be placed on unpaid administrative leave.

2. Seatbelts are an essential element of the School's safety procedures. To emphasize seat belt awareness, one (1) seatbelt violation while on CPCS business will equate to a moving violation and may lead to disciplinary action. Repeat seatbelt violations could lead to termination of the at-will employment agreement.

Alternative Transportation

All employees must make suitable arrangements to ensure timely attendance at all appointments that are essential job functions. With the advance approval of the CEO or designee, the employee may be reimbursed the actual miles traveled using the Schools'

current mileage reimbursement rate, for their travel using public transportation or rideshare service where a personal vehicle is not available or alternative transportation is not feasible. Driving Employees will not be reimbursed additional charges and expenses outside of the actual miles traveled for utilizing a rental car, taxi, or rideshare service in the event that the employee's personal vehicle is unavailable. The standard tip reimbursement for rideshare services is 18%; however, employees will be reimbursed for a tip up to 22% of the total.

Nothing in this policy is intended to replace the employer's responsibility to engage in the interactive process with an employee who has requested accommodation due to an illness, injury, or disability. HR will ensure compliance in all matters pertaining to this policy.

F. Contagious Illnesses in the Workplace

The School realizes that employees with contagious temporary illnesses such as influenza (including COVID-19, H1N1 or Swine Flu), colds, and other viruses, or other communicable diseases may wish to continue with normal life activities, including working. In deciding whether an employee with an apparently short-term contagious illness or communicable disease may continue to work, the School considers several factors. The employee must be able to perform normal job duties; meet regular performance standards; and, in the School's judgment, pose no potential risk to the health or safety of the employee or others. If the School determines that an employee is unable to perform normal job duties; meet regular performance standards; or represents a potential risk to the health or safety of the employee or others, the School reserves the right to send the employee home and require the use of any available sick or vacation time, and if none is available the time would be unpaid. If an employee disagrees with the School's determination that such a risk exists, the employee must submit a statement from their attending healthcare provider that the employee's continued presence at work poses no significant risk to the employee, other employees, or students before they are allowed to return to work.

The following are general health and hygiene practices recommended by the Centers for Disease Control:

1. Stay home when sick. An employee should not return to work until they have been free of a fever for at least 24 hours.
2. Use proper etiquette: cover the cough or sneeze with a tissue or cough or sneeze into the elbow.
3. Wash hands often, especially after sneezing, coughing, or having contact with others. Alternatively, use a hand gel disinfectant and rub hands until the gel is dry.
4. Avoid touching eyes, nose, or mouth.
5. Ensure that general use office machines, such as shared computers, faxes, and copiers, are wiped down with disinfectant.
6. Healthy lifestyles are encouraged, including good nutrition, exercise, and adequate rest.

Supervisors will encourage employees to utilize paid sick and vacation if available to cover

absences due to contagious temporary illnesses.

The School will comply with all applicable statutes and regulations that protect the privacy of persons who have a contagious or communicable disease.

In the case of a pandemic (such as COVID-19, H1N1 or Swine Flu) or illness, the School may implement specific procedures through its emergency communication action plan including utilizing employees in essential operation positions; implementing controls and scheduling in the work environment; encouraging ill employees to stay home; modifying work schedules; implementing telecommuting; minimizing non-essential travel; social distancing (reducing frequency, proximity, and duration of contact between people); utilizing phone, email, and video-conferencing; personal protective equipment (PPE); and education and training on safe work practices, risk factors, and protective behaviors. Employees will be notified if the emergency communication action plan is implemented.

G. Gun Violence Restraining Order

If an employee, parent, or student demonstrates a substantial likelihood of significant danger or harm to self or others, a gun violence restraining order petition may be filed. The petitioner may be an immediate family member, law enforcement officer, employer, co-workers with employer approval who regularly interact with the person, or an employee or teacher of a secondary or postsecondary school. A copy of the restraining order is to be submitted to HR.

H. Victims of Violence

The School will provide reasonable accommodations to employees who are, or whose family members are, a victim of a qualifying act of violence to ensure their safety while at work, provided the accommodation does not create an undue hardship on the School.

Family member means your child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person (as defined under applicable law).

Qualifying act of violence means any of the following, regardless of whether anyone is arrested, or prosecuted for, or convicted of committing any crime:

- Domestic violence.
- Sexual assault.
- Stalking.
- An act, conduct, or pattern of conduct in which:
    - An individual causes bodily injury or death to another individual.
    - An individual exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual.
    - An individual uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.

Reasonable accommodations may include the implementation of safety measures such as:

- A reassignment or modified schedule.
- A change in telephone number or workstation, or installed lock.
- Assistance in documenting domestic violence, sexual assault, stalking, or other qualifying act of violence that occurs in the workplace.
- An implemented safety procedure or other adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, stalking, or other qualifying act of violence.
- Referral to a victim assistance organization.

Upon receiving a request, the School will engage in a timely, good faith, and interactive process with you to determine effective reasonable accommodations.

Certification

When requesting a reasonable accommodation, you may be asked to provide a written statement signed by you or an individual acting on your behalf, certifying that the accommodation is for an authorized purpose. You may also be asked to provide documentation that demonstrates your status as a victim of domestic violence, sexual assault, stalking, or other qualifying act of violence, such as:

- A police report showing that you or your family member was a victim.
- A court order protecting or separating you or your family member from the perpetrator of the qualifying act of violence, or other evidence from a court or prosecuting attorney that you or your family member has appeared in court.
- Documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed healthcare provider, or counselor showing that you or your family member was undergoing treatment or seeking or receiving services directly related to the qualifying act of violence.
- Any other form of documentation that reasonably verifies that a qualifying act of violence occurred.

The School may require recertification every six months. If you no longer need an accommodation, you must notify the School that the accommodation is no longer needed. If circumstances change and you need a new accommodation, you must request one.

Confidentiality

Information related to your request for an accommodation will be maintained as confidential and will not be disclosed except as required by law or as necessary to protect your safety in the workplace. You will be provided notice before any authorized disclosure.

Retaliation

The School will not discriminate or retaliate against you due to your status, or your family member's status, as a victim or for requesting or obtaining an accommodation in accordance with this policy.

Section VII: Employee Wages and Benefits

A. Wages

Several factors may influence the compensation for a position. Each position is defined by a broadly written job description that indicates the duties to be performed and the necessary knowledge, skills, and abilities for the assignment. These factors are reviewed when determining the appropriate compensation. Some of the items the School considers are the nature and scope of the job duties, what other employers pay their employees for comparable jobs (external equity), what the School pays their employees in comparable positions (internal equity), and individual work as well as performance. Wages are also affected by legislative changes and the State's economy, and may be adjusted upward or downward as changes occur.

Initial step placement will be based on related prior experience, with a maximum entry placement of step eight on the board approved salary schedule giving credit for seven years of prior experience. The CEO is given authority to offer a higher entry step placement in areas of shortage such as math, science, or special education in order to secure highly qualified candidates for positions. Step advances will be considered for employees who remain in paid status for at least 75% of the work year calendar. Consideration for step advancement will also be based upon the School's budget solvency, successful employee performance, and any other relevant factors determined by management.

The employee's performance review will usually be conducted on or about the end of the fiscal year. A positive performance review will not necessarily result in a change in compensation.

Classified employees who perform certificated substitute duties will be compensated on the board approved certificated substitute salary schedule for time worked in the certificated assignment. In instances where the certificated substitute assignment is canceled with less than 24 hours notice, the substitute will receive two hours of certificated substitute pay unless another substitute assignment is offered.

B. Stipends

Stipends may include supplies, cell phone/internet, and/or mileage. Stipends may also be issued for performing specific additional job duties. Stipends may be evenly distributed across the employee's pay periods or issued at the time the services are rendered. All stipends will be reviewed regularly.

<u>Education Stipend:</u>

Employees who work in a position at 60% or greater FTE (24 hours/week or greater) may

be eligible for an education stipend based on their job classification. HR will add the appropriate education stipend to the employee's pay starting the first of the month following receipt of proof of the degree. The education stipend is paid over the course of the work year calendar and will be prorated to the effective date.

> Example: A 12-month nonexempt employee obtains a bachelor's degree on June 14. The employee provides proof of the degree to HR on July 5. The stipend will be added effective August 1 and will be paid starting in the employee's first August paycheck prorated to the start date of August 1.

Classified	$500 for a bachelor's degree or $1,500 for a master's degree per year
Certificated	$1,500 for a master's degree or $3,000 for a doctorate degree per year
Certificated Specialist/ Administration	$3,000 for a doctorate degree per year

C. Paydays

All salaried exempt employees are paid on the 26th of the month. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive pay on the prior day of operation.

Hourly and salaried nonexempt employees are paid on or about the 10th and 26th of each month. Hours worked from the 16th through the last day of each month will be paid on or before the 10th of the following month. Hours worked from the 1st through the 15th of the month will be paid on or before the 26th of each month. For more information on pay periods, please contact payroll.

Paychecks will not, under any circumstances, be given to any person other than the employee without written authorization. Employees will be paid through manual checks or through direct deposit of funds to savings or checking accounts at their bank of choice (providing the bank has direct deposit capability). To activate direct deposit, a Direct Deposit Authorization form may be obtained in the online HR system. Due to banking requirements it may take several weeks for activation of the direct deposit.

Every effort is made to avoid errors in calculating and distributing paychecks. Employees should inform HR if they believe an error has been made or pay has not been received. HR will take steps to research the problem and endeavor to make any necessary corrections as soon as possible or at least by the next regular pay day.

D. Payroll Withholdings

As required by law, the School shall withhold Federal Income Tax, State Income Tax, Social Security (FICA) for non-credentialed employees, CalSTRS for eligible Teachers/Administration and State Disability Insurance from each employee's pay as follows:

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
3. For non-credentialed employees: Social Security (FICA) - The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School. The current tax rate is used in the calculation. Each party is responsible for contributing. Eligible credentialed employees participating in CalSTRS do not contribute to Social Security.
4. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.
5. For credentialed employees contributions will be deducted and remitted to California State Retirement System (CalSTRS). The CalSTRS is a special trust fund established by California law. Per the guidelines of CalSTRS, the school will abide by membership eligibility. A contribution withdrawal begins with the first pay period. This contribution is in lieu of Social Security withholding tax from the paycheck. Additionally, the School contributes into the CalSTRS fund. All employee and employer contributions are determined by CalSTRS. Further information regarding CalSTRS accounts can be found at www.CalSTRS.com.
6. For all employees participating in employee benefits offerings such as health insurance, the employee contribution for benefits (the amount that exceeds the employer's contribution towards benefits) will be deducted from the employee's paycheck. The amount will be discussed and approved prior to the deduction being made. Please reference "Employee Cost Sharing" under "Employee Benefits" section of the Handbook for more information.

Every deduction from the paycheck is explained on the paystub, which will be available in the HR/Payroll Information System. Please contact payroll if any deduction is unclear.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal and State Withholding Tax deduction is determined by the employee's W-4 (Federal) and DE-4 (State) forms. The W-4 and DE-4 forms are to be completed upon hire. The employee may change the number of withholding allowances they wish to claim for Federal Income Tax purposes at any time in the HR information system by updating their

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W-4 and DE-4 withholdings.

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

While the School strives to process payroll correctly, an error may occur from time to time. If this happens, every effort will be made to correct the problem as quickly as possible and to avoid future errors of a similar nature. Employees will not be subjected to discrimination, harassment, or retaliation for coming forward with a complaint or question about their paycheck.

E. Wage Attachments and Garnishments

When an employee's wages are garnished by court order, the School is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck. The School will, however, honor the Federal Consumer Credit Protection Act, which places restrictions on the total amount that may be garnished from an employee's paycheck.

F. Employee Benefits

The School is committed to providing quality and cost effective benefit options (e.g. health, dental, vision, and life insurance) for eligible employees as part of the total employee compensation. All eligible employees will automatically be enrolled in the employer provided life insurance plan. Benefit eligibility may be dependent upon employee classification (full-time versus part-time, for example). Benefit eligibility requirements may also be imposed by the School and/or plans themselves. Policies, provisions and procedures that govern the organization's benefit program apply to all regular full-time and part-time employees, whether exempt or nonexempt status, unless otherwise noted in the employment agreement.

1. Employee Cost Sharing

Voluntary employment benefits, those benefits that are not mandated by state or federal law, are selected and controlled by the School. Decisions to provide and continue providing these benefits are based on such considerations as cost, composition of the workforce, operational efficiency, and desirability of benefit provisions. Where costs of discretionary insurance benefit plans exceed the School's interest, ability, or willingness to pay the full premium rate to maintain the current benefit level, employees may be required to share in the cost in order to continue the insurance plan coverage.

Exempt (*FTE*)	Non-Exempt (*Hours per Week*)	*Eligible employees will have the option to choose one of the following offerings:*	
		*Tiered Benefit Stipends (*for Health, Dental, and/or Vision*)	*Cash In Lieu of Benefits
.80+ FTE	32+ hours	$1,600/month $19,200/year	$400/month
.60 - .79 FTE	24-31 hours	$960/month $11,520/year	$240/month
.59 FTE or less	Less than 24 hours	Not eligible	Not eligible
Benefits go into effect the first of the month following benefit eligibility.			

2. Benefit Design and Modification

The School reserves the right to design plan provisions and to add, eliminate, or in other ways modify any School provided benefits described in this handbook or elsewhere in plan documents, where and when it is deemed in the School's best interest to do so. These benefits are subject to change depending on management decisions and resources.

3. Benefit Plan Documents

Employees will be provided with summary plan descriptions upon eligibility and enrollment. The benefit programs are explicitly defined in legal documents, including insurance contracts, official plan texts, and trust agreements. In the event of a conflict between these documents and this policy, the plan documents will govern. All of these official documents are readily available from HR for review. Questions about this information should be directed to HR.

4. Cash in Lieu of Health Benefits

Eligible employees may opt out of health benefits provided by the School and elect to receive a “Cash in Lieu” (CIL) option. CIL is dependent upon employment status and full time equivalent. Please refer to the employment agreement for more information.

In order to be eligible for cash in lieu of health benefits, an employee must provide proof of enrollment in a qualifying group health plan, including their name and the effective date of coverage, on their spouse or parent's employer sponsored plan, State Medicaid, Medicare, or VA Benefits. Proof of enrollment must be provided at the time of benefit enrollment for new hires or during the open enrollment period in order for the cash in lieu of benefits to be paid. Individual Family Plans (IFP) and Covered California coverage plans are not eligible

for cash in lieu of benefits. Payment of the appropriate CIL amount will occur on each pay period of the current school year.

If the employee should enroll part way through the plan year due to a Qualifying Life Event (QLE), or if hired after the start date for the position, the annual CIL will be adjusted at the next pay period.

5. Right to Modify

The School reserves the right to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including any health benefits that may be extended to retirees and their dependents to the extent allowed by law. Notice of any such changes will be provided, as required by law. Further, the School reserves the exclusive right, power and authority to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans, to the extent allowed by law. This section is subject to change in accordance with changes in the law.

6. Changes in Health Benefits

Employees may make changes to their plans outside of open enrollment if they experience a Qualifying Life Event (QLE). Examples of such events include marriage, divorce, birth, adoption, loss of coverage, etc. An employee has 30 days from the date of the QLE to notify human resources and enroll in or make changes to their health plan.

For more complete information regarding any of the benefit programs, please contact HR.

7. COBRA Benefits

The Federal Consolidated Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee, a reduction in an employee's hours, leave of absence, divorce or legal separation, and a dependent child no longer meet eligibility requirements.

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

8. Look-back Measurement Method – Seasonal and Variable Hour Employees

For seasonal employees as well as part time employees hired to work less than 20 hours per week the School will use a look-back measurement method to determine benefit eligibility status.

This method is used to determine the benefits eligibility status of an employee by looking back over a defined period of time (12 months) to determine if the employee averaged at least 20 hours per week during that period. The initial measurement period begins on the first day of the calendar month following the employee's start date. An administrative period of 60 days in addition to the initial measurement period will be used to determine if an employee has satisfied the requirement of an average of 20 hours per week to be eligible for coverage.

A stability period (designated period where coverage must be offered) of 12 months will be offered to all individuals identified as employees working at least 20 hours per week on average during the measurement period.

After a new variable-hour or seasonal employee has been employed for a standard measurement period, the employee is considered to be an ongoing employee and will have their hours measured from open enrollment or plan year.

G. Retirement Plan Offerings

The School is committed to providing retirement benefits to its employees. Plan details may be obtained through HR.

403(b)/457(b) Deferred Compensation Plan

All employees can open a 403(b) and/or 457(b) account and make employee contributions through payroll deductions.

Employer Contributions:

The School will contribute to a 403(b) for eligible classified employees. In order to receive employer contributions, the eligible employee must first open a 403(b) account. The employer will then provide a guaranteed contribution of an amount equivalent to 5% of the employee's base salary to the eligible employee's account starting with the first payroll in the month following the establishment of the account.

Additionally, the employer will provide a matching contribution to the classified employee's 403(b) account in an amount not to exceed up to 5% of the employee's base annual salary. Eligible employees are immediately vested in employer contributions, however, seasonal employees are not eligible for employer contributions.

Eligible Employees:

To be eligible for an employer contribution, a classified employee must work at least 24 hours/week as part of the regular work schedule for the assignment.

Certificated staff participating in CalSTRS are not eligible for an employer contribution to a 403(b) or 457(b) plan.

California State Teachers Retirement System (CalSTRS)

The School offers a defined benefit plan through CalSTRS. Eligible credentialed employees

employed at a CalSTRS school will be mandatorily enrolled in CalSTRS, and have employer and employee contributions submitted to CalSTRS on a monthly basis. Benefit information on this program is available at the CalSTRS website at www.calstrs.com.

Sick leave hours may be applied as service credit through CalSTRS for retirement. Upon hire, HR will provide a certificated employee a verification of employment and transfer of sick leave form. Certificated new hires may submit this request to their former school if applicable to transfer their basic sick leave accrual balance as defined by CalSTRS. As excess sick accrual creates a financial burden for the school, only basic sick leave hours will be transferred and added to the employee's sick accrual with CalPac.

H. Expense Reimbursement Process

The School receives public funds for its operations and must adhere to all laws, policies, and procedures in their use. As a steward of public funds, all staff will ensure that purchases and expense reimbursements follow the board approved policies and procedures. The School will only reimburse actual and necessary business expenditures for staff. Staff shall be held accountable for good judgment regarding expenditure of tax dollars.

Procedure for Expensing

Employees must have pre-approval prior to making any purchases that will warrant reimbursement. Approval may be obtained by sending an email to the CEO or designee with a short description of what will be purchased.

Expense reimbursements must be submitted within thirty (30) days of the charge. Expense reports submitted after this time may not be reimbursed within the current cycle and/or may be delayed and processed in the next cycle.

1. Supplies/Postage

Due to the virtual nature of this business, it may sometimes be most practical for employees to initiate purchases locally and be reimbursed for those expenses. Pre-approval by a supervisor is required in the event the employee wishes to purchase an item. Reasonable, actual business expenses incurred by employees for the purpose of conducting business on behalf of the School shall be reimbursed upon approval. Expense reimbursement requests must be submitted within thirty (30) days of the date of the expense.

Employees will be reimbursed for any postage related expense requested by the School. Employees must get preapproval from a supervisor for shipping expenses and must discuss the best shipping method with the supervisor.

2. Travel

The School supports staff development and participation in meetings and training in person as necessary. Employees are pre-approved to expense costs associated with traveling for school-related purposes, including testing and professional development. Scanned copies of

original, itemized receipts are required for reimbursement, regardless of the amount.

The School will not reimburse personal expenses including, but not limited to, alcohol, entertainment, laundry, expenses of any family member accompanying the employee on school-related business, personal use of an automobile, and personal losses or traffic violation fees incurred while on school business.

Factors such as variances in regional costs, travel duration, and extenuating circumstances will be considered when approving travel reimbursement. Associated travel fees such as parking fees, taxis/shuttles, and luggage handling are reimbursable expenses. For alternative transportation (such as rental car, taxi, or rideshare), refer to Section V: Operational Considerations, E. Employee Driving Policy.

a. Compensation During Travel

The School wants to ensure that employees are treated fairly when traveling for work, in alignment with the guidelines from the U.S. Department of Labor (DOL).

For **non-exempt (hourly) employees**, certain types of travel time are considered compensable (paid) time under the Fair Labor Standards Act (FLSA) and California wage and hour laws. The following guidelines apply:

- **Travel during regular work hours:** This is considered paid time. For example, if you normally work from 8:00 a.m. to 4:00 p.m., any travel during those hours is paid time regardless of the day of the week.

- **Travel outside of normal work hours as a passenger (e.g., on a plane, train, or bus):** This time is generally **not compensable**, unless you are performing work (like answering emails, preparing reports, or attending virtual meetings) while traveling.

- **Driving a vehicle (whether personal or rented) for work purposes:** All time spent driving is considered paid time, regardless of when it occurs. This does not apply to time spent as part of the regular commute to work.

- **Overnight travel:** Time spent traveling during your regular work hours is paid, even if it's on a non-workday (e.g., weekend or holiday).

b. Accommodation for Breastfeeding Employees

The School supports employees who are breastfeeding. When travel requires overnight stays, employees may request accommodations for lactation, including refrigeration access, private space, and flexibility in scheduling to allow for nursing or pumping. Employees should notify their supervisor or Human Resources in advance to ensure necessary arrangements are made.

3. Mileage

Employees who drive their personal vehicle for the purpose of attending a work related event as outlined in the travel policy are eligible for mileage reimbursement. The mileage reimbursement rate is based on the rate established by the Internal Revenue Service. To receive reimbursement, employees must complete the CalPac reimbursement form and include verification of miles driven either using a platform adopted by the School, or by attaching a Mapquest/Google map or the like.

4. Hotel Rooms

Lodging shall be for those days associated with attending the activity, including, if necessary, the night before. Good judgment shall be used to seek the most reasonable accommodations. In most cases, the School will assist employees with hotel and travel arrangements. For employees making their own reservations, hotel rooms are reimbursed for employees traveling over 80 miles one way. Typically, a hotel stay for a distance less than 80 miles from the employee's home will require prior approval.

Employees may not upgrade hotel rooms beyond standard accommodations unless prior written approval is obtained.

Requests for Upgrades to Hotel Rooms or Travel Arrangements

Employees are expected to book reasonable, standard accommodations and travel arrangements (e.g., economy airfare, standard hotel rooms). If an employee prefers to upgrade (e.g., to business class, premium seats, hotel room upgrades), any additional costs above the standard rate are the responsibility of the employee and will not be reimbursed unless approved in advance by the Superintendent or designee due to an approved business necessity (e.g., medical accommodation).

5. Meals

Employees who are required to work or participate in training away from the regular work location may be reimbursed the cost of meals. Meals provided in conjunction with conferences, workshops, seminars, or meetings that exceed the standard reimbursement amounts are excluded from these limitations. Meals provided at/during the conference or training will not be reimbursed separately.

The reimbursement rates are as follows:

- $20 for breakfast
- $25 for lunch
- $35 for dinner plus service gratuity

The standard tip for meals is 18% of the subtotal; however, employees will be reimbursed for a tip up to 22% of the subtotal. The total amount reimbursed for meals per day will not exceed $80.

Alcohol is not reimbursable and must be deducted from any reimbursement requests. If an employee exceeds the allotment for meal expenses, the balance above the daily allocation will be deducted from the total expense on the expense report.

Flight Delays and Unexpected Travel Interruptions

We understand that travel plans don't always go as expected. To support employees and ensure they are treated fairly when travel disruptions occur, the following guidelines apply:

For All Employees:

- **Delays of two (2) hours or less:**
    - No action is required. Employees may use this time as personal time (e.g., relax, eat, read). This time is generally not compensable unless the employee performs work (such as responding to emails or calls).
- **Delays exceeding two (2) hours:**
    - Employees should notify their supervisor as soon as practical.

- If the employee remains at the airport and performs work (such as checking emails, preparing reports, or attending virtual meetings), this time should be recorded and is compensable. Nonexempt employees must get advance approval before working during nonwork hours.

- If no work is performed, this time is generally considered unpaid waiting time.

For Non-Exempt (Hourly) Employees:

- **If delayed after 10:00 p.m. or forced to remain overnight due to cancellations:**

  - Employees should contact their supervisor or HR immediately to discuss options, including booking additional lodging, meal allowances, and confirming if any additional compensation applies.

  - The School will reimburse reasonable additional lodging and meals in such cases.

  - Time spent actively working while delayed (even after hours) is compensable and must be recorded. Passive waiting time (such as waiting for a flight but not working) outside of normal working hours is generally not compensable.

  - Employees should prioritize safety and comfort and are encouraged not to attempt long drives or commutes late at night due to delays. Lodging will be supported if necessary.

For Exempt (Salaried) Employees:

- Exempt employees are generally paid their regular salary and do not receive additional compensation for delays. However, the School will support necessary additional travel expenses (lodging, meals) if delays result in overnight stays or extended layovers.

Best Practices & Tips for Employees and Managers:

- **Communicate early:** Employees and supervisors should discuss the expected travel schedule, the covered expenses, and clarify which hours are compensable before the trip.

- **Record your time carefully:** Keep track of your travel hours, including any time worked while in transit. Use the School's timekeeping system to log these hours accurately.

- **Meal and rest periods still apply:** Remember to take your rest and meal breaks as you would during a regular workday.

- **Safety first:** The School encourages employees to prioritize their well-being and will support arrangements to avoid unsafe travel due to disruptions.

- **Expense reporting:** Any additional expenses due to extended delays should be documented and submitted with an explanation and receipts.

  Questions? If you're unsure whether your travel time is paid, or if you encounter special situations (such as long delays or overnight layovers), contact Human Resources for guidance before your trip.

These guidelines are designed to ensure compliance with labor laws and to support employees in being fairly compensated for their time while traveling.

Section VIII: Leaves, Vacation, and Holidays

A. Healthy Workplaces/Healthy Family Act of 2014

The School, in compliance with the Healthy Workplaces/Healthy Family Act of 2014 (AB 1522), allows all full time and part time employees who work at least 30 days within a year in California to accrue paid sick leave hours. Accrual begins on the first day of employment. The employee must work at least 30 days before taking any available accrued sick leave.

B. Paid Sick Leave

Paid sick leave may be used for an employee's own illness, for preventative care or diagnosis, care or treatment of an existing health condition, or time off to care for an ill or injured family member or dependents, which include children, parents, parent-in law, spouse, registered domestic partner, grandparents, grandchildren, siblings and those related to the employee by blood or affinity equivalent. Sick leave may also be used when an employee needs to manage matters surroundings domestic violence, sexual assault,

stalking or when their worksite or their child's school or daycare closes due to public health emergencies. Except in the case of an illness or emergency, sick leave must be requested at least five (5) days in advance by submitting the request through the payroll system. Employees using extended sick leave (in excess of 5 days) must submit a request at least two weeks before the extended leave.

Employees requesting sick leave may be required to submit a health care provider's statement or, in cases of individuals with sincerely held religious beliefs in faith healing or comparable religious practices, a statement authorized under EEOC guidelines, stating the reason for absence and dates of illness. Employees absent more than five (5) days may be required to submit a health care provider's statement or note that the employee is fit for return to service.

Employees will be paid their regular compensation when using paid sick days. Employees may use sick leave in thirty minute minimum increments, which will be deducted from the employee's accrual balance. Employees are not required to find a replacement for their work while taking protected sick time. Paid sick day balances are available for employee review through the payroll system and on pay stubs. For all hours submitted as sick leave, the time will be uninterrupted and the work day schedule will not need to be adjusted to accommodate the absence.

Any unused sick hours will roll over from year to year. Sick leave hours will not be advanced to an employee ahead of the earned accrual rate. Accrued, but unused sick days are not paid out by the School at the time of separation. However, employees who terminate employment and are rehired within one (1) year of termination (or 6 months for employees working in the city of San Diego) regain their previously unused accrued sick leave. Certificated employees who separate from CalPac and whose sick leave was transferred to another school, will have their transfer sick leave applied once the sick leave transfer form has been returned by the former school.

Any employee who continues to be absent after their sick leave accrual has been exhausted may have a payroll deduction equivalent to the number of hours absent. Salaried employees will only have full day absences deducted from their paycheck once their sick leave accrual is exhausted.

Certificated teaching staff are required to prepare and submit substitute lesson plans and other materials necessary in advance of any absence to ensure continuity of instruction during their absence. Teachers and certificated administrators may serve as substitute support to other teachers during absences by providing instruction for homeroom or content sessions.

1. Paid Sick Leave

The School provides sick pay for employees who regularly work a minimum of 24 hours per week. All full time employees (80% FTE or greater) accrue one (1) sick day per month in

paid status. Employees paid semi-monthly will accrue the equivalent of one half day per pay period. All employees who fall under this accrual method are guaranteed to accrue a minimum of 24 hours by the 120th day of employment and subsequent accrual years in accordance with State law. Employees start accruing hours on the first day of employment and must work for 30 days before they can take sick leave. Employees will be paid at their regular hourly rate when they take paid sick leave.

Sick Leave Accrual					
Sick Leave	FTE	Hours Worked Per Week	Non-Exempt: Per Pay Period	Exempt: Per Pay Period	Total Sick Hours Accrued Monthly
Tier 2	.80 to 1.0 FTE	32+ hours	4/4	8	8
Tier 1	.60 to .79 FTE	24-31.9 hours	3/3	6	6

2. Paid Sick Leave – Part Time, Per Diem, Seasonal, and Temporary Employees

The School provides all part-time (less than 60% FTE), per diem, seasonal and temporary employees who work at least 30 days in California within a year with at least 40 hours (5 days) of paid sick leave in a 12 month period. Employees will be paid at their regular hourly rate when they take paid sick leave.

Employees start accruing hours on the first day of employment and must work for 30 days before they can take sick leave. Employees earn at least 1 hour of paid leave for every 30 hours worked. Employees may accrue more than 40 hours (5 days) of paid sick leave in a year. Sick leave accrual will be capped at 80 hours (10 days), in compliance with both state and city ordinances.

Sick Accrual *Part Time, Per Diem, Seasonal, and Temporary Employees*					
Sick Leave	Full Time Equivalent (FTE)	Hours Worked Per Week	Non-Exempt: Per Pay Period	Exempt: Per Pay Period	Total Sick Hours Accrued Monthly
California Sick Leave Policy	.59 or less	23.6 or less	2/2	-	4

C. California State Benefits (PFL)

California State Disability Insurance (SDI) is funded through employee contributions and is designed to provide eligible workers with partial wage replacement when taking time off work for their non-work-related illness or injury, pregnancy, or childbirth.

California Paid Family Leave (PFL) provides employees residing in the State of California with the ability to access their State Disability Insurance for partial wage replacement benefits to care for a seriously ill child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner, or to bond with a new child by birth, adoption, or foster care placement.

PFL Military Assist benefits are available to eligible employees who request time off work to participate in a qualifying event due to the military deployment of their spouse, registered domestic partner, parent, or child to a foreign country.

Employees must notify HR of their plan to take leave and the reason for taking leave according to the School's policy. HR is available to assist employees with applying for State Disability benefits through the Employment Development Department. Employees may be eligible to receive PFL benefits while on a leave of absence to care for a seriously ill family member or for baby bonding. Employees are not eligible for PFL benefits when on PDL, FMLA, or CFRA leave for their own serious health condition. Employees may voluntarily elect to use their available vacation accrual to supplement their paid family leave.

PFL is not a guaranteed right to a leave of absence, and employees taking PFL or PFL Military Assist are not provided job protection rights or a right to return to the same position following their absence.

D. Pregnancy Disability Leave (PDL)

An employee may take pregnancy disability leave (PDL) if the employee is disabled because of pregnancy, childbirth, or a related medical condition, including prenatal care and severe morning sickness. The length of leave is dependent on a medical certification and the duration may be up to 17 1/3 weeks or the equivalent number of days the employee would normally work within the same period. Intermittent leave or a reduced work schedule may be taken.

Employee Eligibility Criteria

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or related medical condition and must provide appropriate medical certification concerning the disability.

Events That May Entitle an Employee to Pregnancy Disability Leave

The 17 1/3 week pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

- The employee is unable to work at all or is unable to perform any one or more of the essential functions of their job without undue risk to self, the successful completion of pregnancy, or to other persons because of

pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or

- The employee needs to take time off for prenatal care.

Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. "17 1/3 weeks" means the number of days the employee would normally work within that period. For example, a full-time employee who works five eight hour days per week, four months means 88 working and/or paid eight hour days of leave entitlement based on an average of 22 working days per month for four months.

PDL will run concurrently with other applicable leaves, such as FMLA leave. The 12- month look-back period will apply to all leaves granted concurrently.

1. Pay During Pregnancy Disability Leave

An employee on pregnancy disability leave may use all accrued paid sick leave at the beginning of any otherwise unpaid leave period. The receipt of sick leave pay, or state disability insurance benefits will not extend the length of pregnancy disability leave.

Sick pay will accrue during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began. For example, an employee who delivers their baby on March 5 and goes out on leave on that date, would earn one day of sick leave for the month of March. Accrual for leave would be suspended until the employee returns from leave. All sick leave will be applied starting with the first day of absence until the leave is exhausted.

2. Health Benefits

The provisions of various employee benefit plans govern continued eligibility during pregnancy disability leave and these provisions may change from time to time. When a request for pregnancy disability leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If the employee takes pregnancy disability leave and is eligible under the Family Medical Leave Act (FMLA), the School will maintain group health insurance coverage for up to a maximum of 12 workweeks (if such insurance was provided before the leave was taken) on the same terms as if the employee had continued to work after PDL ended. Leave taken under the pregnancy disability policy runs concurrently with FMLA under federal law, but not California Family Rights Act (CFRA). If the employee is ineligible under the federal and state family and medical leave laws, while on pregnancy disability they will receive

continued paid coverage on the same basis as other medical leave that the School may provide and for which the employee is eligible, such as continued PDL. In some instances, the School may recover premiums it paid to maintain health coverage for the employee if they fail to return to work following pregnancy disability leave.

3. Medical Certifications

An employee requesting a pregnancy disability leave must provide a medical certification from their healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.

Re-certifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required re-certifications can result in termination of the leave.

4. Requesting and Scheduling Pregnancy Disability Leave

An employee should request pregnancy disability leave by contacting HR.

The employee should provide at least thirty (30) days notice or as long of notice as is practicable, if the need for the leave is foreseeable.

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

Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.

If an employee needs intermittent leave or leave on a reduced schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.

In most cases, the School will respond to a pregnancy disability leave request within two (2) days of acquiring knowledge that the leave qualifies as pregnancy disability and, in any event, within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

5. Return to Work

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, the employee will return to their original job or an equivalent job with equivalent pay, benefits, and other employment terms and conditions as when the leave commenced.

If the employee is not reinstated to the original position, the employee will be reinstated to a comparable position unless there is no comparable position available or a comparable position is available, but filling that position with the returning employee would substantially undermine the School's ability to operate the business safely and efficiently. A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.

6. Employment During Leave

An employee on pregnancy disability leave may not accept employment with any other employer without the School's written permission. An employee who accepts such employment will be deemed to have resigned from employment with the School.

7. State Benefits

California State Disability Insurance (SDI) and California Paid Family Leave (PFL) are designed to provide eligible workers with partial wage replacement when taking time off work for their own serious medical condition, to care for a child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, registered domestic partner or to bond with a new child. Although it provides monetary benefits, it does not provide job protection rights. For more information or to file a SDI or PFL claim, please contact HR.

9. Pregnancy Related Accommodation

California Pacific Charter Schools will provide reasonable accommodation to pregnant employees for known limitations related to pregnancy, childbirth, or other related medical conditions in accordance with the federal Pregnant Workers Fairness Act (PWFA).

If you require an accommodation, notify the Director of Human Resources. If the need for a particular accommodation is not obvious, you may be asked to include relevant information such as:

- The reason you need accommodation.
- A description of the proposed accommodation.
- How the accommodation will address limitations caused by pregnancy, childbirth, or related medical conditions.

The School will not require you to accept any accommodation without engaging in the interactive process to accurately understand your limitations and explore potential

accommodations. The School is not required to make your specific requested accommodation and is not required to provide any accommodation that would constitute an undue hardship on the School.

If leave is provided as a reasonable accommodation, it may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by law. The School will comply with state or local laws that provide additional protections beyond the PWFA. The School will not retaliate against employees who request or receive an accommodation under this policy.

10. Lactation Accommodation

The School will provide a lactation break for a reasonable amount of time to accommodate an employee's need to express breast milk. Employees in need of lactation breaks should contact their supervisor and human resources to allow for the School to determine a private space and ensure the reasonable time for breaks is provided. Human Resources and the supervisor will assist the employee in identifying a proper location that is close to the employee's work area, shielded from view, and free from intrusion. Additionally, where applicable, the School will provide access to a sink with running water and a refrigerator for storing breast milk.

The lactation break shall, if possible, run concurrently with any rest break or meal period already provided to the employee. For non-exempt staff, any additional time needed to express milk outside of the normal rest break and meal period is to be off the clock. If the employee needs additional time past the breaks typically provided in a day, the employee should contact their supervisor and Human Resources. If a space and break is not provided when requested, please contact Human Resources.

E. Family and Medical Leave Act and California Family Rights Act Policy

The School complies with the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"). The following information provides employees with a general description of their FMLA and CFRA rights.

Calculating 12-Month Period for FMLA and CFRA

For purposes of calculating the 12-month period during which 12 weeks CFRA or qualifying exigency leaves may be taken, the School uses the "rolling" method also known as the look back method. For example, if an employee begins their leave on March 5, the look back period is 12 months from that date.

Under some circumstances, leave under FMLA and CFRA may run at the same time and the eligible employee will be entitled to a total of 12 weeks of family and medical leave in the designated 12-month period. Accrued sick leave will be paid to the employee starting with the first day of absence until exhausted and will run concurrently with FMLA and/or CFRA leave.

For leave to care for a covered service member, the 12-month period begins on the first day of the leave, regardless of how the 12-month period is calculated for other leaves. Leave to care for a covered service member is for a maximum of 26 workweeks during a 12-month period.

Leave granted under any of the reasons provided by state and federal law will be counted as FMLA and/or CFRA leave and will be considered as part of the 12-workweek entitlement (26-work week entitlement if leave is to care for a service member) in a 12-month period. The 12-month period is measured forward from the date any employee's first FMLA/CFRA leave begins. Successive 12-month periods commence on the date of an employee's first use of such leave after the preceding 12-month period has ended. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

Pregnancy, Childbirth or Related Conditions Under FMLA, CFRA and PDL

Time off due to pregnancy disability, childbirth or related medical condition falls under pregnancy disability leave (PDL) and FMLA leave and is not concurrent with CFRA leave. Employees who may not be eligible for FMLA leave may still be eligible for leave under PDL. Once the employee is no longer disabled, or once the employee has exhausted PDL and has given birth, they may apply for leave under CFRA, for purposes of baby bonding.

1) Family Medical Leave Act (FMLA)

Employee Eligibility Criteria

FMLA leave provides up to 12 workweeks of unpaid, job protected leave within a 12-month period, under the following conditions:

- The employee must have been employed by the School for at least twelve (12) months,
- The employee has worked at least 1,250 hours during the previous 12-month period before the need for leave; and
- The employee is employed at a location where the School has at least fifty (50) employees within a seventy-five (75) mile radius, except for purposes of baby-bonding where the threshold is twenty (20) employees.

FMLA leave may be taken for one or more of the following reasons:

1. The birth of the employee's child, or placement of a child with the employee for adoption or foster care. When both parents are employed by the School, and request simultaneous leave for the birth or placement for adoption or foster care of a child, the School will not grant more than a total of 12 workweeks of FMLA leave for this reason.
2. Due to the employee's own serious health condition causing the employee to be unable to perform one or more of the essential functions of their job. This excludes a disability caused by pregnancy, childbirth, or related medical conditions, as they are covered by the School's pregnancy disability policy.
3. To care for the employee's family member including a spouse, registered domestic partner, child, or parent who has a serious health condition or military service-related injury. When an employee is providing care for an injured spouse, child, parent, or next of kin who is a covered Armed Forces service member, the employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) month period.

Intermittent Leave under FMLA
Full-time employees may take leave of up to 12 workweeks in a rolling 12-month period. Part-time employees may take leave on a proportional basis. The leave does not need to be taken in one continuous period of time. Under FMLA, the employee must have the School's agreement to take intermittent leave.

2) California Family Rights Act (CFRA)
The Fair Employment and Housing Act (FEHA), enforced by the Department of Fair Employment and Housing (DFEH), contains family care and medical leave provisions for California employees. CFRA applies to all employees of the state of California and any other political or civil subdivision of the state and cities, regardless of the number of employees.

Employee Eligibility Criteria

CFRA leave provides up to 12 workweeks of unpaid, job protected leave within a 12-month period, under the following conditions:

- The employee has more than 12 months of service.
- The employee has worked at least 1,250 hours during the previous 12-month period before the need for leave; and
- The employee is employed at a worksite where there are 5 or more employees within a 75 mile radius.

CFRA leave may be taken for one or more of the following reasons:

1. The birth of the employee's child, or placement of a child with the employee for adoption or foster care. If the School employs both parents of a child, it will grant up to 12 weeks of leave to each employee.
2. To care for the employee's parent, parent-in-law, spouse, registered domestic partner, child, grandparent, grandchild, and sibling who has a serious health condition.

3. For a serious health condition that renders the employee unable to perform their job.
4. To care for the employee's family member including a spouse, registered domestic partner, child, or parent who has a military service-related injury, or a designated person (person who is related to the employee by blood or whose association with the employee is equivalent to a family relationship). Employees are limited to the use of CFRA leave for one designated person per 12 month period. When an employee is providing care for an injured spouse, child, parent, or next of kin who is a covered Armed Forces service member, the employee may take a maximum of twenty-six (26) weeks of CFRA leave in a single twelve (12) month period.

Intermittent Leave under CFRA
Full-time employees may take leave of up to 12 workweeks in a rolling 12-month period. Part-time employees may take leave on a proportional basis. The leave does not need to be taken in one continuous period of time. Employees do not need the School's agreement to take intermittent bonding leave. In the case of intermittent leave, the employee may be required to use such leave in two-week minimum increments, with an exception for shorter increments on at least two occasions.

3) Process for Requesting FMLA/CFRA Leave

Leave Procedures

The following procedures shall apply when an employee requests leave:

The employee must contact HR as soon as the need for the leave is realized.

If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or an eligible family member per FMLA or CFRA, the employee must notify the School at least 30 days before the leave is to begin. The employee must consult with their supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the School. Any such scheduling is subject to the approval of the health care provider of the employee or the health care provider of the applicable family members.

If the employee cannot provide 30 days' notice, the School must be informed as soon as is practical. Notice can be written or verbal and should include the timing and the anticipated duration of the leave, but the School does not require disclosure of an underlying diagnosis. The School will respond to a leave request within 5 business days. The School requires written communication from the health-care provider stating the reason for the leave and the probable duration of the condition. However, the health care provider may not disclose the underlying diagnosis without the consent of the patient.

If the FMLA/CFRA leave request is made because of the employee's own serious health

condition, the School may require, at its expense, a second opinion from a health care provider that the School chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the School.

If the second opinion differs from the first opinion, the School may require, at its expense, the employee to obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee. The opinion of the third health care provider shall be considered final and binding on the School and the employee. While waiting for a second or third opinion, the employee is provisionally entitled to FMLA/CFRA leave.

The School requires the employee to provide certification within 15 days of any request for FMLA/CFRA, unless it is not practicable to do so. The School may require recertification from the health care provider if additional leave is required. For example, if an employee needs two weeks of family and medical leave, but following the two weeks needs intermittent leave, a new medical certification will be requested and required. If the employee does not provide medical certification in a timely manner to substantiate the need for leave, the School may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered family and medical leave.

If the leave is needed to care for approved family members per FMLA/CFRA, the employee must provide a certification from the health care provider stating:

1. Date of commencement of the serious health condition;
2. Probable duration of the condition;
3. Estimated amount of time for care by the health care provider; and
4. Confirmation that the serious health condition warrants the participation of the employee.

Certification

If an employee cites their own serious health condition as a reason for leave, the employee must provide a certification from the health care provider stating:

1) Date of commencement of the serious health condition;
2) Probable duration of the condition; and
3) Inability of the employee to work at all or perform any one or more of the essential functions of their position because of the serious health condition.

The School will require certification by the employee's health care provider that the employee is fit to return to their job. Failure to provide certification by the health care provider of the employee's fitness to return to work may result in denial of reinstatement for the employee until the certificate is obtained.

4) Pay and Benefits Under FMLA/CFRA

Health and Benefit Plans

The School provides health benefits under a group plan, and will therefore continue to make these benefits available during the leave if the employee is enrolled in the group plan. An employee taking FMLA/CFRA leave will be allowed to continue participating in any health and welfare benefit plans in which they were enrolled before the first day of the leave (for a maximum of 12 workweeks, or 26 workweeks if the leave is to care for a covered service member) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. The School will continue to make the same premium contribution as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins. In some instances, the School may recover from employee premiums paid to maintain health coverage if the employee fails to return to work following family/medical leave. An employee is deemed to have "failed to return from leave" if they do not return following the leave of absence, or work less than thirty (30) days after returning from leave. Employees on pregnancy disability leave will be allowed to continue to participate in group health coverage for up to a maximum of four months (or for the approved time) of pregnancy disability leave (if such insurance was provided before the leave was taken) on the same terms as if the employee had continued to work. The employee will also continue to make premium payments, if applicable, based on the payment schedule outlined in the premium payment letter. They will then be able to remain on benefits for any time taken under approved FMLA/CFRA leave if they are eligible for those leaves. Payment is due when it would be made by payroll deduction.

Substitution of Paid Leave

Generally, FMLA/CFRA leave is unpaid. The School is not required to pay employees during FMLA/CFRA leave and may require an employee to use accrued vacation time or other accumulated paid leave other than sick time. If the FMLA/CFRA leave is for the employee's own serious health condition the use of sick time is required and will run concurrent with FMLA/CFRA leave.

Time Accrual

Sick pay will accrue during any period of unpaid disability leave only until the end of the month in which the unpaid leave began. For example, an employee who delivers their baby on March 5 and goes out on leave on that date, would earn one day of sick leave for the month of March. Accrual for leave would be suspended until the employee returns from leave. All sick leave will be applied starting with the first day of absence until the leave is exhausted.

COBRA Benefits

If an employee requires additional leave after all protected leaves have been exhausted (PDL, FMLA, CFRA), they will be eligible for continued benefits through COBRA.

5) Reinstatement Upon Return from FMLA/CFRA

Under most circumstances, upon return from FMLA/CFRA leave, an employee will be reinstated to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions as when the leave commenced. However, an employee has no greater right to reinstatement than if they had been continuously employed rather than on leave. For example, if an employee on FMLA/CFRA leave would have been laid off had they not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In addition, an employee's use of FMLA/CFRA leave will not result in the loss of any employment benefit that the employee earned before using family/medical leave.

Reinstatement after FMLA leave may be denied to certain salaried "key" employees under the following conditions:

1) An employee requesting reinstatement was among the highest-paid 10 percent of salaried employees employed within 75 miles of the work site at which the employee worked at the time of the leave request;
2) The refusal to reinstate is necessary because reinstatement would cause substantial and grievous economic injury to the School's operations;
3) The employee is notified of the School's intent to refuse reinstatement at the time the School determines the refusal is necessary; and
4) If leave has already begun, the School gives the employee a reasonable opportunity to return to work following the notice described previously.

Under CFRA, the School will reinstate "key" employees.

Employees should contact HR for additional information about eligibility for FMLA, CFRA or PFL.

F. Bereavement Leave

Employees are eligible for bereavement leave after 30 days of continuous employment. An employee requesting bereavement leave should notify their supervisor as soon as possible for support in ensuring release time and coverage of their duties. If an employee receives notice of the death of a family member while at work, the employee may be excused from their regularly scheduled duties for the remainder of the workday and that day will not count as bereavement leave. The employee will be paid for that day as if they had completed the full workday.

Paid bereavement leave will be granted according to the following schedule:

1. Employees are allowed up to ten (10) consecutive days off from regularly scheduled duty with regular pay in the event of the death of the employee's spouse, domestic partner, child, or stepchild.
2. Employees are allowed up to five (5) consecutive days off from regularly scheduled duty with regular pay in the event of the death of the employee's parent, stepparent, parent-in-law, grandparent, brother, sister, stepsibling, or an adult who stood in loco parentis to the employee during childhood. Additionally, an employee who experiences a reproductive loss through a failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction may take up to five (5) consecutive days off with regular pay. This leave may be taken by any employee who would have been the parent. The leave must be completed within three months of the loss and days can be taken intermittently. This leave does not run concurrently with CFRA or PDL. For employees who experience multiple losses, this leave is capped at no more than 20 days in a 12 month-period.
3. Employees are allowed one (1) day off from regularly scheduled duty with regular pay in the event of the death of the employee's extended family member (i.e. sister/brother-in-law, aunt, uncle, or cousin).
4. Employees are allowed up to four (4) hours of bereavement leave to attend the funeral of a fellow CalPac employee or the employee's close personal friend.

Bereavement leave may be taken intermittently with prior approval of the supervisor in no less than four hour increments, or as prorated to the employee's FTE. The leave must be used within three (3) months of the death of the individual. If an employee requires more than the allocated time off for bereavement leave, the employee may use accumulated sick days and/or vacation time (if applicable). Nonwork days or holidays will not count as bereavement leave. Employees may take the equivalent of one additional day of bereavement leave for the purpose of travel if the services are located out of state. The CEO or designee may approve additional unpaid time off with preapproval.

Bereavement pay is calculated based on the base pay rate at the time of absence, and it will not include any special forms of compensation, such as incentives, commissions, bonuses, overtime, or shift differentials. Employees under discipline for attendance issues may be required to provide documentation with regard to their bereavement leave.

G. Military Leave

Regular full time employees requiring a leave of absence for service in the uniformed services are provided leave and will be re-employed at the end of the leave. Policies governing this leave are designed according to the Uniformed Services Employment and Reemployment Rights Act and applicable state regulations. The policy covers those employees who enter active military duty voluntarily and extends to Reservists and National Guard members who are called to limited active duty or extended training duty, including regularly scheduled annual training and military summer camp training.

Eligibility

All employees, except those hired on a temporary or seasonal basis, are eligible for the leave.

Length of Leave

The length of the military leave is determined by the uniformed service organization calling the employee to active duty or military encampment.

Request Procedure

The employee must provide written notice of their obligation or intention to perform service in the uniformed services, unless notice is precluded by military necessity or is otherwise unreasonable or impossible. A copy of the military orders must also be provided. Failure to do so may result in loss of reemployment rights.

Pay While on Leave

Military leaves are without pay.

Status of Benefits

Reservists, National Guard members, and veterans returning from military service in the Armed Forces have and retain rights with respect to seniority, vacation, compensation, length of service, pay increases, as may be from time to time provided by applicable statutes of the United States and the state of California. The employee may maintain health care insurance benefits for up to 24 months while on leave by paying the insurance premiums through COBRA for any leave extending beyond 30 days.

Reinstatement

Upon return from a Uniformed Service Leave, the employee must report to work or request reemployment within prescribed time limits, which are based on the length of the leave:

1. Between one (1) to thirty (30) days: The service member is expected to report to work on the first regularly scheduled work period on the first full day after release from service and will be reinstated to the same position held at the time the service leave began.
2. Between 31-180 days: The service member must submit an application for reemployment within 14 days of release from service.
3. For 181 days or longer: An application for reemployment must be submitted within 90 days of release from service.

Failure to file an application within the required time period may forfeit the right to

reemployment.

H. Organ and Bone Marrow Donation Leave

The Organ and Bone Marrow Donation Leave grants up to 30 days leave of absence with pay to employees who have exhausted all available sick leave within a one-year period for the purpose of donating an organ and a five (5) day leave of absence with pay to employees who are bone marrow donors. If needed, employees may take an additional unpaid leave of absence, up to 30 days per year, for donating an organ.

This leave may require use of two weeks accrued paid time off for organ donation, and five (5) days for bone marrow donation.

A medical note will be required to be submitted to HR. Medical benefits will be maintained while the staff member is on leave and the staff member is guaranteed reinstatement to work. There will be no discrimination or retaliation for any leave taken.

I. Judicial Leave

The School encourages employees as part of their civic responsibilities to serve on jury duty when called. The School provides judicial leave to eligible employees who are called to serve as jurors or who are summoned to appear as witnesses in a judicial proceeding, pursuant to a subpoena, or a court order. Postponement to non-instructional or off-peak department times such as the start or end of the school year, during state testing windows, at the end of grading periods, or for departments during significant high volume periods is encouraged in order to minimize the impact to the School's operations.

- Seasonal and part-time employees working less than 24 hours per week will be provided unpaid time off to participate in jury duty.
- Regular classified and certificated employees will receive their full pay while serving up to seven (7) days of judicial leave. The seven days will be calculated as the equivalent to the employee's regular work schedule. For example, an employee who works six (6) hours per day would be eligible for a total of 42 hours of judicial leave.
- With pre approval from the supervisor, nonexempt employees may work an alternate schedule in coordination with their leave in order to maintain full or partial paid status for the duration of the leave in excess of seven (7) paid days if applicable.
- Exempt employees called for jury duty will receive full salary for the time spent on leave beyond the initial seven (7) days, unless they are on leave for an entire workday during which no work is performed. Exempt employees are expected to monitor and respond to any urgent communications within 24 business hours,

perform any critical job duties, and must consult with their supervisor to ensure coverage of duties during their absence.

The employee must notify HR and their supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. Any employee summoned for jury duty must provide HR with an authentic summons, subpoena, or notice for such duty and upon returning to work must present proof of jury duty service, including the dates of the employee's service. Employees are expected to return to work if they are excused for jury duty during their regular working hours.

Fees Paid by the Court - All jury fees (excluding mileage) received by the employee while on school paid status shall be remitted to HR. Jury fees received while on school unpaid status are retained by the employee.

J. Volunteer Firefighters, Reserve Police Officer or Emergency Rescue Personnel

If the employee is an official volunteer firefighter, a reserve police officer, or an emergency rescue personnel they must alert HR that it may be necessary to take time off due to emergency duty. No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter.

K. Victims of Domestic Violence Leave

Employees who are victims of domestic violence are eligible for unpaid leave regardless of whether any person is arrested, prosecuted, or convicted of committing a crime. This leave provides time off for employees who are victims of domestic violence, sexual assault, and stalking, as well as leave for employees who are the victims or related to victims of certain serious or violent felonies. Employees may use available and accrued sick leave. The employee may also take paid vacation. The employee may request leave if they are involved in a judicial action, such as obtaining restraining orders, appearing in court to obtain relief to ensure the health, safety or welfare, or that of their child.

The employee should provide notice and certification if they need to take leave under this policy. Certification may be sufficiently provided by any of the following:

1. A police report indicating that the employee was a victim of domestic violence.
2. A court order protecting or separating the employee from the perpetrator of an act of domestic violence, or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a medical professional, domestic violence advocate, health-care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence.

The School will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision.

L. Suspension of an Employee's Enrolled Child

If an employee who is the parent or guardian of a child facing suspension from school and is summoned to the school to discuss the matter, the employee should alert the CEO or designee as soon as possible before leaving work. In keeping with California Labor Code Section 230.7, no discriminatory action will be taken against an employee who takes time off for this purpose.

M. Recreational Activities and Programs

The School or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

N. Workers' Compensation

The School, in accordance with state law, provides insurance coverage for employees in case of a work-related illness or injury. The workers' compensation benefits provided to injured employees include:

- Medical care;
- Cash benefits, tax free, to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure that the employee receives any workers' compensation benefits to which they may be entitled, they will need to:

- Immediately report any work-related injury or illness to HR. If the employee believes the injury or illness is caused by their job and developed gradually, the report should be filed as soon as possible. Reporting promptly helps avoid problems and delays in receiving benefits, including medical care. If the employee does not report the injury within 30 days, they risk losing their right to receive workers' compensation benefits;
- Seek medical treatment and follow-up care through the Medical Provider Network if required;
- Complete a written claim form and return it to HR as soon as possible.

- Provide the School with a certification from the healthcare provider regarding the need for workers' compensation disability leave, as well as the status of the employee's eventual ability to return to work from the leave.

Upon submission of a medical certification that an employee is able to return to work after a workers' compensation leave, the employee under most circumstances will be reinstated to the same position held at the time the leave began, or to an equivalent position, if available. Upon return, a teacher is not guaranteed the same students, but will receive new/transfer students equivalent to their roster prior to the leave. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on workers' compensation leave would have been laid off had they not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining the School's ability to operate safely and efficiently during the leave, and no equivalent or comparable positions are available, then the employee would not be entitled to reinstatement.

An employee's return depends on their qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of the job because of a physical or mental disability, the School's obligations to the employee may include reasonable accommodation, as governed by the ADA (Americans with Disabilities Act).

O. Other Types of Leaves

There are other types of leaves that employees may be eligible for which include:

- Time off to visit children's schools: This leave provides employees up to 8 hours per month (to a maximum of 40 hours per year) of unpaid time off for the purpose of child-related activities which include: to find, enroll, or re-enroll the child in a school or with a licensed childcare provider; to participate in activities of the school or licensed child care provider; to address a child care provider or school emergency. Employees may use available and accrued sick leave;
- Literacy accommodation leave: This leave provides reasonable accommodation for employees who experience difficulties with literacy to enroll in an adult literacy program, work with a tutor or otherwise take steps to improve upon their literacy needs. Employees may use available and accrued sick leave;
- Military spousal leave: This leave provides employees up to ten (10) days of unpaid, protected leave, to spend time with a spouse or registered domestic partner who is home during a period of military deployment. Employees may use available sick leave for the purpose of military spousal leave. Additionally, employees may be eligible for Paid Family Leave through the state of California or FMLA for this type of leave. Please contact HR for more information.

- Unpaid Personal Leave: An employee may need to take time off from work that is not covered by the available paid leave policies. In this case, the employee may submit a request to their supervisor for unpaid time off. Unpaid personal leave is limited to no more than four (4) days per fiscal year and must be preapproved by the supervisor. A day is calculated to mean the equivalent of the employee's workday. Except in emergency situations, unpaid leave will not be granted during the first two weeks of school, the last two weeks of school, during testing windows, or at other times deemed essential by the supervisor to ensure student instruction and/or school operations.

P. Employee Excessive Absenteeism

Definition of Excessive Absence: Excessive absence is defined as any absence from work that exceeds the School's established limits, including but not limited to unexcused absences, tardiness, and leaving work early without prior approval.

Reporting Absences: Employees are required to report all absences to their immediate supervisor or the designated HR personnel as soon as possible, preferably before the start of their scheduled shift and to add a time off request in the School's HR system. Failure to do so may result in the absence being considered unexcused.

Documentation of Absences: Employees must provide appropriate documentation for any absences, such as a doctor's note for medical absences, court documents for jury duty, or other acceptable forms of verification as requested by the School.

Consequences of Excessive Absence: Employee excessive absence has a negative effect on the School's students, staff, and operations; therefore, excessive absence may result in disciplinary action, up to and including termination of employment. The School reserves the right to determine what constitutes excessive absence and will make this determination based on a review of the individual circumstances as to whether the employee has engaged in abuse of the leave policies.

Notification of Absence Policy: This policy will be communicated to all employees upon hiring and will be included in the employee handbook. Employees are responsible for familiarizing themselves with the policy and complying with its requirements.

Accommodations for Medical Absences: The School recognizes that some absences may be due to medical reasons. Employees who require accommodations for medical absences should contact HR to discuss their needs and provide appropriate documentation from a healthcare provider.

Request for Leave of Absence: Employees who anticipate the need for an extended absence

should submit a request for a leave of absence in accordance with the School's leave policy. Approval of leave requests will be at the discretion of the supervisor.

Compliance with School Policies: Employees are expected to comply with all School policies and procedures, including those related to attendance and punctuality. Failure to do so may result in disciplinary action.

This policy is intended to ensure that employees understand the expectations regarding attendance and to maintain a productive work environment. Employees with questions or concerns about this policy should contact HR for clarification.

Q. Professional Development

The School expects all employees to maintain necessary certifications and encourages all employees to attend meetings, conferences, and other educational sessions that provide training and ideas helpful to the development or operation of the School. Employee requests to attend short-term professional development opportunities (two days or less) not sponsored by the School are subject to the approval of the CEO or designee.

Employees will be allowed with the approval of their supervisor and the CEO or designee to attend extended professional development programs. Extended professional development programs are considered more than two (2) days. An employee will be expected to complete missed work or assignments upon return.

Employees may submit written requests for professional development days to their supervisors for approval. The request shall include a printed or written agenda and/or printed material pertaining to the professional development. The School requests that employees submit requests to take professional development days at least 10 days for in town events and at least 30 days for out of town events. The granting of request will be solely at the discretion of the CEO.

R. Holidays

The School recognizes the following holidays:

- New Year's Day (January 1st)
- Martin Luther King Jr's Birthday
- Presidents' Day
- Memorial Day
- Juneteenth (June 19th)
- Independence Day (July 4th)
- Labor Day
- Veterans Day

- Thanksgiving Day
- The Friday after Thanksgiving
- Christmas Eve (December 24th)
- Christmas Day (December 25th)
- New Year's Eve (December 31st)

Each year the winter break will be reviewed and the holidays determined by the beginning of the school year.

Unless otherwise provided in this policy, all employees will receive time off for each observed holiday. To qualify for holiday pay, an employee must be a regular full time or part time (twenty four or more hours per week) classified employee in paid status on the working day immediately preceding and following the holiday. A holiday that falls during a classified employee's vacation time or sick time is paid as a holiday and is not deducted from vacation or sick-leave balances. Nonexempt employees may not work on a holiday without prior approval of their supervisor. Employees required by their supervisor to work on a scheduled school holiday who are eligible for holiday pay, will in addition to holiday pay, receive compensation for the actual hours worked. Classified employees working at least 80% FTE will be compensated eight (8) hours for each observed school holiday falling within the employee's work year calendar. Classified employees working between 60% - 79% FTE will be compensated four and eight tenths (4.8) hours for each observed school holiday falling within the employee's work year calendar.

S. Vacation

The School's vacation policy is intended to provide eligible staff with time off from work for rest, recreation, or to attend to personal matters. This policy is subject to change at the discretion of the School.

Vacation days must be requested and approved in advance of the time off from work. Employees must submit their request to their supervisor or manager through the leave system at least two (2) weeks prior to the requested time off, except in cases of unforeseeable circumstances. Vacation may be used in increments of no less than one (1) hour. Any changes to a vacation request must be pre-approved by the supervisor at least three (3) business days prior to the start of the requested date of vacation, except in an emergency situation. Approval of vacation days are subject to the needs of the school. A requested vacation will be approved if the absence does not cause a disruption of service or result in issues of coverage. Failure to obtain pre-approval for vacation may result in disciplinary action.

Employees will become eligible for vacation accrual after completing three (3) months of continuous service. Vacation time may not be utilized before it is earned. Accrued and unused vacation hours will roll over from year to year, but are capped at one and a half times (1.5) the employee's annual rate of accrual. Employees will not accrue any additional

vacation until their balance has dropped below the annual cap. When some vacation is used, vacation compensation will begin to accrue again. There is no retroactive grant of vacation compensation for the period of time the accrued vacation compensation was at the cap.

Earned vacation accruals are displayed in the payroll system and on the employee's pay stub. Upon separation from the School, employees will be paid for any accrued, but unused vacation days in accordance with applicable laws and School policy.

(Certificated Employees)

Certificated employees are entitled to vacation terms based upon date of hire, length of service, and status with the School. Certificated employees shall accrue three (3) days of paid vacation each year prorated based on FTE, length of employment, and percentage of time the employee was vacation eligible.

For certificated employees, requests for vacation will not be granted during the first two (2) weeks and last two (2) weeks of the school semester or during testing windows. The supervisor may determine additional peak times in which vacations may not be approved.

Vacation Accrual

Certificated Staff

Eligibility Status	Full Time Equivalent (FTE)	Hours Worked Per Week	Total Annual Accrual	Total Accrual Cap
Full Time Tier 2	.80+	32+	24 hours	36 hours
Part Time Tier 1	.60 - .79	24-31	18 hours	27 hours

(Classified Employees)

Classified employees are entitled to vacation terms based upon assignment FTE, date of hire, length of service, and status with the School. Vacation will accrue beginning on the

first day in paid status, but may not be used until after completing three (3) months of continuous service. Classified employees are allowed to apply their earned vacation hours during school recess in order to remain in paid status.

As a general practice, the supervisor will make an effort to approve a vacation request that is mutually convenient for the employee and the School. The supervisor may determine peak times in which vacations may not be approved. Instructional Support staff will not be granted vacation during the first two (2) weeks and last two (2) weeks of the school semester or during testing windows.

Vacation Accrual
Classified Staff

Eligibility Status	Full Time Equivalent (FTE)	Hours Worked Per Week	Non-Exempt: Per Semi Monthly Pay Period	Exempt: Per Monthly Pay Period	Total Hours Accrued Per Month	Total Max Annual Accrual	Total Accrual Cap
Full Time Tier 2	.80+	32+	4 hours/4 hours	8 hours	8 hours	96 hours	144 hours
Part Time Tier 1	.60-.79	24-31 hours	1 hour/1 hour	2 hours	2 hours	24 hours	36 hours

(Classified Managers)

Classified managers are entitled to vacation terms based upon assignment FTE, date of hire, length of service, and status with the School. Vacation will accrue beginning on the first day in paid status, but may not be used until after completing three (3) months of continuous service. Employees may be required to apply their earned vacation hours during school recess.

As a general practice, the supervisor will make an effort to approve a vacation request that is mutually convenient for the employee and the School. The supervisor may determine peak times in which vacations may not be approved.

Vacation Accrual *Classified Manager*						
Eligibility Status	**Full Time Equivalent (FTE)**	**Hours Worked Per Week**	**Exempt: Per Monthly Pay Period**	**Total Hours Accrued Per Month**	**Total Max Annual Accrual**	**Total Accrual Cap**
Full Time Tier 2	.80+	32+	12 hours	12 hours	144 hours	216 hours
Part Time Tier 1	.60-.79	24-31 hours	6 hours	6 hours	72 hours	108 hours

T. Work Year Calendars

Each year the Board of Directors will approve the instructional and work year calendars for the new school year. Specific work days for certificated staff are determined by the School based on a return date for prep days, professional development, and final date for grade submission. The work days will be designated within the date range listed on the employment agreement.

In coordination with HR, supervisors will prepare a work year calendar displaying the first and last day of the assignment, all recess periods, and designated non-work days. For employees working less than 12 months, non-work days will be determined at the discretion of the employer, indicated on a work calendar provided to the employee, and determined so that work schedules will provide the greatest support to the School or department.

Non-work days are unpaid days based upon the employee's position and employment agreement as stated on the work year calendar. Unlike accrued leave, non-work days will not carry over from year to year.

U. Make-up Time

Nonexempt employees may choose to use make up time in order to accommodate employee scheduling needs. Employees may choose to work over 8 hours on one or more days per week, so they make up work less than 8 hours another day for personal reasons. The extra hours worked for make-up time would not be counted as overtime. Employees are not to work more than 11 hours in a single work day (without prior approval), and the make up time must all be taken and used within the pay period. If an employee requests make-up time and has worked over 8 hours in a day earlier in the week, and their need for time off changes, the employer may still require the employee to take the planned time off to avoid unnecessary overtime. Unless otherwise approved, employees are not to work more than 40 hours per week, in which case, they will be eligible for overtime. Requests for make up

time must be submitted to the supervisor in advance.

V. Suggestions

The School is always striving to improve operating procedures and encourages all employees to make suggestions to this end. We welcome suggestions on subjects such as safety; ways to improve customer service; and, how to save labor, money, energy, time, and materials. All suggestions should be submitted in writing to the appropriate supervisor who will in turn discuss them with School management. We appreciate staff suggestions that help make the School more successful.

Section IX: Arbitration Agreement

A. Agreement to Arbitrate Disputes and Claims

As a condition of employment, the School and employee shall enter into an agreement to submit to binding arbitration any and all disputes or employment claims they could otherwise pursue in court, with the exception of those areas not covered in the agreement by law. For additional information, refer to the Employment Agreement and the Arbitration Agreement documents.

SAN DIEGO COUNTY OFFICE OF EDUCATION
AGREEMENT FOR CHARTER SCHOOL RETIREMENT REPORTING SERVICES

This agreement is entered into this _____ day of _____by and between the San Diego County Superintendent of Schools, hereinafter called "Superintendent," and the _____ Charter District, hereinafter called "Charter."

WITNESSETH:

WHEREAS, the Superintendent is required to process to STRS and/or PERS a uniform payroll/retirement reporting system.

WHEREAS, the Superintendent provides assistance to School Districts and Charter Schools in the utilization of the Payroll/Personnel System; and

WHEREAS, Charter School has determined that it has need to enter into this Agreement with Superintendent for the services described herein:

NOW THEREFORE, it is mutually agreed by the parties hereto as follows:

Services to be provided by the Superintendent

1. The Superintendent agrees to process STRS and/or PERS reporting for the Charter.

2. The Superintendent will serve as the contact agency in working with STRS and/or PERS in resolving problems and answering questions related to reporting and processing of retirement information.

3. The Superintendent will notify the Charter of retirement exceptions and recommendations of possible resolutions.

4. The Superintendent agrees to provide the Charter training (within San Diego County) and information necessary for completion of required reporting.

5. The Charter staff will be included in all workshops provided to School Districts for ongoing training and meetings related to payroll and retirement.

6. The Superintendent agrees to assist in tracking Charter employee earnings and hours for mandatory membership under California Government Code Section 20305 and California Education Code Sections 22500 through 22504.

7. Retroactive STRS and/or PERS Reporting: The Superintendent will assist the Charter payroll representative in preparing appropriate entries for past reporting that was not processed prior to the effect date of this agreement. The Charter shall pay the Administrative Fee published in the SDCOE Annual Fee Schedule.

Services to be Provided by the Charter

1. The Charter agrees to provide files of the required retirement and payroll information necessary for completing and implementing regular reporting and processing of STRS and/or PERS information. Reference Attachment.

The Charter agrees to provide all the payroll/retirement reporting file data and forms by the due dates established by the Superintendent to meet all retirement reporting schedules established by STRS and/or PERS.

2. The Charter shall maintain all payroll records for its employees and furnish the Superintendent a copy upon request.

3. The Charter will designate one of its employees to serve as the contact person between the Charter and the Superintendent for matters related to regular reporting and processing of retirement information.

4. Payment of STRS and/or PERS employee and employer contributions: (a) The Charter shall submit (fax, email, or BS Upload) the STRS C-118 three (3) banking days prior to the fifth and fifteenth day of each month and the PERS ACC-626 three (3) banking days prior to the fifteenth and thirtieth day. These due dates may be adjusted in an annual processing schedule issued by the Superintendent. (b) The Superintendent will prepare a Cash Transfer for these contributions from the charter granting district and remit the payment of contributions when due. It will be the responsibility of the Charter to reimburse the granting district.

Superintendent's Fee and Payment Thereof

1. The Charter agrees to pay the SDCOE for the services under this Agreement in accordance with the following amount:

   $390.63 per month

   Additionally, the Charter agrees to a processing fee of **$261.30** for each file the payroll service agency produced that is not acceptable and has to be replaced and reprocessed.

2. The Charter agrees to reimburse the Superintendent for any retirement reporting fines levied by STRS and/or PERS on the Superintendent that were caused by the Charter which may be due to incomplete, inaccurate, or late reports, and/or inadequate or late deposits. Fines may also be levied for non-compliance with STRS and/or PERS membership enrollment rules and regulations.

3. The services fees of processing the Charter STRS and/or PERS retirement reporting by the Superintendent shall be transferred from the appropriate General Fund of the Charter to the County School Service Fund each month.

4. These service fees will be reviewed annually and published with the San Diego County Office of Education contracted Services Fee Schedule.

5. The Charter has contracted with _____ to process payroll and create retirement reporting files as specified in Attachment A. The Charter payroll service agency may only be changed when the replacement agency has demonstrated to the Superintendent that it can produce the acceptable disks listed in Attachment A. Additionally, the Charter will pay a **$3,251.75** file testing fee to the Superintendent. This fee includes up to three test files, the fee for each additional test file will be **$910.60**.

Duration of Agreement

1. The Agreement shall commence _____and shall continue to be renewed for each fiscal year beginning July 1 and ending June 30.

2. Termination of this Agreement is automatic if the Charter contracts for the Superintendent's payroll services.

Termination Conditions

This agreement may be terminated with sixty (60) days notice prior to June 30th of the fiscal year. Notice shall be in writing and sent by registered mail to the Superintendent. In event of termination, the retirement reporting process will be evaluated for direct and indirect cost associated with closure of this agreement and settlement will be made thereafter.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

SUPERINTENDENT OF SCHOOLS

SAN DIEGO COUNTY

By _____

Title _____

_____
CHARTER SCHOOL DISTRICT

By _____

Title _____

Approved by the Charter Governing Board on _____
Date

Revised for FY 2025-2026

ATTACHMENT A

Agreement for Charter School Retirement Reporting Services

The following payroll/retirement reporting files are to be created by the Charter and sent to the Superintendent on a prescribed monthly schedule:

STRS - MR-87 Membership Data

STRS - Monthly Report of Contributions

STRS - Address Tape (four a year)

PERS - Monthly Report of Contributions

In addition to the files, a paper copy (or readable file) of the District's Payroll Register is to be provided that documents the data on the STRS and/or PERS Monthly Report of Contributions.

Coversheet

Consent - Policy Development

Section: VIII. Consent
Item: D. Consent - Policy Development
Purpose: Vote
Submitted by:

Related Material:
BUS CPCS Consent Governance Policies 8.13.25.pdf
CPCS - 3030 Investment Policy.pdf
CPCS - 3030 Investment Policy_redline_8.13.25.pdf
CPCS - 5015 Title IX Prohibiting Discrimination on the Basis of Sex Policy.pdf
CPCS - 5015 Title IX Prohibiting Discrimination on the Basis of Sex Policy_redline_8.13.25.pdf
CPCS - 5016 Harassment, Intimidation, Discrimination and Bullying Policy.pdf
CPCS - 5016 Harassment, Intimidation, Discrimination and Bullying Policy_redline_8.13.25.pdf
CPCS - 5045 Acceptable Use Policy.pdf
CPCS - 5045 Acceptable Use Policy_redline_8.13.25.pdf
CPCS - 5050 Academic Integrity Policy.pdf
CPCS - 5050 Academic Integrity Policy_redline_8.13.25.pdf
CPCS - 5115 Pregnant and Parenting Students Policy.pdf
CPCS - 5115 Pregnant and Parenting Students Policy_redline_8.13.25.pdf
CPCS - 6005 Parent and Family Engagement Policy.pdf
CPCS - 6020 Education for Homeless Children and Youth Policy.pdf
CPCS - 6020 Education for Homeless Children and Youth Policy_redline_8.13.25.pdf
CPCS - 6030 Education for Foster and Mobile Youth Policy.pdf
CPCS - 6030 Education for Foster and Mobile Youth Policy_redline_8.13.25.pdf
CPCS - 9000 Role Of The Board.pdf
CPCS - 9005 Governance Standards.pdf
CPCS - 9010 Public Statements.pdf
CPCS - 9011 Disclosure of Confidential-Privileged Information.pdf
CPCS - 9012 Board Member Electronic Communications.pdf
CPCS - 9100 Organization.pdf
CPCS - 9110 Terms of Office.pdf
CPCS - 9121 Chair.pdf
CPCS - 9122 Secretary.pdf
CPCS - 9123 Clerk.pdf
CPCS - 9200 Limits Of Board Member Authority.pdf
CPCS - 9222 Resignation.pdf
CPCS - 9223 Filling Vacancies.pdf
CPCS - 9224 Oath or Affirmation.pdf
CPCS - 9224E Oath or Affirmation.pdf
CPCS - 9230 Orientation.pdf
CPCS - 9240 Board Training.pdf
CPCS - 9250 Remuneration, Reimbursement and Other Benefits Policy.pdf
CPCS - 9250 Remuneration, Reimbursement and Other Benefits Policy_redline_8.13.25.pdf
CPCS - 9260 Legal Protection.pdf
CPCS - 9270 Conflict of Interest.pdf
CPCS - 9310 Board Policies.pdf
CPCS - 9310 Board Policies_redline_8.13.25.pdf
CPCS - 9320 Meetings and Notices.pdf
CPCS - 9321 Closed Session Purposes and Agendas.pdf
CPCS - 9321.1 Closed Session Actions And Reports.pdf
CPCS - 9322 Agenda Meeting Materials.pdf
CPCS - 9323 Meeting Conduct.pdf
CPCS - 9323.1 Actions by the Board.pdf
CPCS - 9324 Minutes and Recordings.pdf
CPCS - 9400 Board Self-Evaluation.pdf

CALIFORNIA PACIFIC CHARTER SCHOOLS

Agenda Item: 7.D **Date:** August 13, 2025

	Business/Financial Services
X	Consent Agenda
	Correspondence/Proposals/Reports
	Curriculum
	Education/Student Services
	Organizational Structure of the Board
	Personnel Services
X	Policy Development
	Public Hearing

Item Requires Board Action: X **Item is for Information Only:** _____

4. Item: Approval of existing board policies reviewed and revised by staff for the 2025-2026 School Year.

Background:
It is recommended that the board approve the following policy as presented to ensure adherence to State and Federal laws related to business and non-instructional services.

REVIEWED
The following policies were reviewed for accuracy, consistency, and alignment with current practices. No revisions were necessary at this time.

9000 Series - Board Policies and Procedures
9000 - CPCS Role of the Board
9005 - CPCS Governance Standards
9010 - CPCS Public Statements
9011 - CPCS Disclosure of Confidential/Privileged Information
9012 - CPCS Board Member Electronic Communications
9100 - CPCS Organization
9110 - CPCS Terms of Office
9121 - CPCS Chair
9122 - CPCS Secretary
9123 - CPCS Clerk
9200 - CPCS Limits of Board Member Authority
9222 - CPCS Resignation

9223 - CPCS Filling Vacancies
9224 - CPCS Oath or Affirmation
9224E - CPCS Oath or Affirmation
9230 - CPCS Orientation
9240 - CPCS Board Training
9260 - CPCS Legal Protection
9270 - CPCS Conflict of Interest
9320 - CPCS Meetings and Notices
9321 - CPCS Closed Session Purposes and Agenda
9321.1 - CPCS Closed Session Actions and Reports
9322 - CPCS Agenda/Meeting Materials
9323 - CPCS Meeting Conduct
9323.1 - CPCS Actions by the Board
9324 - CPCS Minutes and Recordings
9400 - CPCS Board Self-Evaluation

REVISED

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

3000 Series - Business/Non-Instructional

3030 - CPCS Investment Policy

- Clarified the Superintendent or a designee shall have the responsibility.
- Removed unnecessary language about the Superintendent delegating investment tasks.
- In the "Authorized Investments" subsection, replaced detailed legal references with a clear, limited list of allowed investments.
- Clarified that the Superintendent, ***or designee***, will review reports ***at least monthly***.
- Removed redundant language about amendments requiring approval by the Board as this is already standard practice and doesn't need to be restated.
- Removed overly complex subsections to streamline the policy. The detailed legal language was unnecessary given the School's limited investment approach, which is focused on simple instruments such as end-of-day money market sweeps and short-term certificates of deposit (CDs).

5000 Series - Student Services

5015 - CPCS Title IX

- Following the court decision regarding revisions to Title IX in January 2025, it is recommended that the board approve revisions to policy 5015 to comply with federal and state law requirements.

5016 - CPCS Harrassment, Intimidation, Discrimination, and Bullying Policy

- Following the court decision regarding revisions to Title IX in January 2025, it is recommended that the board approve reinstatement with revisions of 5016 to comply with federal and state law requirements.

5045 - CPCS Acceptable Use Policy

- Clarified educational-only use of CPCS technology and no expectation of privacy
- Expanded monitoring, user responsibilities, and prohibited behaviors, with legal references.
- Added sections on digital citizenship, third-party apps, and device care with financial liability.
- Updated consequences for noncompliance.

5050 - CPCS Academic Integrity Policy

- Added test & exam proctoring with GoGuardian
- Clarified academic honesty expectations and expanded dishonesty definitions to include AI use, device misuse, and impersonation.
- Added specific prohibited test behaviors and broader investigation methods.
- Updated consequences, including support for students with IEPs/504 plans, and strengthened appeal procedures.

5115 - CPCS Pregnant and Parenting Students Policy

- Clarified student rights to continue education without discrimination based on pregnancy or parenting status.
- Expanded definitions of available education settings, supports, and reasonable accommodations, including Section 504 eligibility.
- Added more specific examples of services, resources, and academic adjustments available to pregnant and parenting students.
- Updated parental leave provisions, attendance rules, and protections against truancy notifications during leave.
- Added detailed lactation accommodations and related rights for students.
- Strengthened anti-discrimination, anti-retaliation, and complaint procedures.

6000 Series - Instruction

6020 - CPCS Education for Homeless Youth

- School Liaison information was updated

6030 - CPCS Foster and Mobile Youth Policy

- Clarified definitions of foster and mobile youth and strengthened nondiscrimination protections.
- Expanded enrollment rights, emphasizing immediate enrollment and school stability in compliance with state and federal law.
- Added details on partial credit awarding, records transfer timelines, and dispute resolution procedures.
- Updated provisions for coordinating with child welfare agencies and other LEAs to support educational continuity.
- Strengthened staff training requirements and outlined responsibilities of the foster youth liaison.

9000 Series - Board Policies and Procedures

9250 - CPCS Remuneration, Reimbursement, and Other Benefits

- Updated the monthly stipend to the current amount of $600.
- Removed “telephone” from list of reimbursable expenses to avoid confusion, as this is not a typically reimbursed item.

9310 - CPCS Board Policies

- Basic grammar, spelling, and punctuation corrected
- Replaced “semi-annually” with “biennially” for policy review timelines

Fiscal Impact: None

INVESTMENT POLICY

PURPOSE

This policy is designed to govern the investment of funds held by California Pacific Charter Schools ("School"). This policy is based upon federal, state, and local laws, and prudent money management practices. To the extent that this policy conflicts with applicable law, the applicable law shall prevail. The primary goals of this policy are:

A. To protect the principal deposits of the School.
B. To assure compliance with all applicable state, federal, and local laws governing the investment of monies.
C. To generate investment income within the parameters of this Policy.

INVESTMENT OBJECTIVES

The School's primary investment objective shall be to maintain the safety and liquidity of its funds. The safety of the principal is the foremost objective of the School. The investment factors the School shall consider, in order of descending importance, are the following:

A. Safety of invested funds.
B. Sufficient liquidity to meet future cash flow requirements.
C. Attain maximum yield consistent with the aforementioned requirements.

The Superintendent, or designee, shall have the responsibility for all decisions and activities performed under the School's Investment Policy.

AUTHORIZED ACCOUNTS

The School may hold its funds in any of the following accounts, in the manner that best balances the above objectives of safety, liquidity, and investment return:

1. The investment pool managed by the County Treasurer-Tax Collector of the counties in which School's authorizers are located.
2. Depository accounts at one or more FDIC-insured banking institutions.
3. Custodial depository accounts held by a nationwide banking institution and invested solely in Authorized Investments as defined below.

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INVESTMENT POLICY

AUTHORIZED INVESTMENTS

The Charter School shall adhere and limit itself to the following investments:

1. Business Banking U.S. End Of Day Money Market Mutual Fund Sweeps
2. Short Term, less than twelve month, Certificates of Deposit

INVESTMENT REVIEWS

The Superintendent, or designee, will review reports on investment performance at least monthly and present the same to the Board in a timely manner.

CHANGES TO INVESTMENT POLICY

This Policy will be reviewed at least annually to ensure its consistency with the objectives of income, growth and safety, and changes in applicable laws and financial trends.

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The School's primary investment objective shall be to maintain the safety and liquidity of its funds. The safety of the principal is the foremost objective of the School. The investment factors the School shall consider, in order of descending importance, are the following:

A. Safety of invested funds.
B. Sufficient liquidity to meet future cash flow requirements.
C. Attain maximum yield consistent with the aforementioned requirements.

The Superintendent, ~~under the direction of the Board of Directors ("Board")~~or designee, shall have the responsibility for all decisions and activities performed under the School's Investment Policy. ~~The Superintendent shall have the ability to allocate resources or delegate responsibility (including to qualified third-party advisors acting as fiduciaries to the School) as necessary to optimize the safety and liquidity of the investment portfolio and to implement this Investment Policy.~~

AUTHORIZED ACCOUNTS

The School may hold its funds in any of the following accounts, in the manner that best balances the above objectives of safety, liquidity, and investment return:

1. The investment pool managed by the County Treasurer-Tax Collector of the county~~ies~~ in which School's authorizer~~s is~~are located.
2. Depository accounts at one or more FDIC-insured banking institutions.
3. Custodial depository accounts held by a nationwide banking institution and invested solely in Authorized Investments as defined below.

INVESTMENT POLICY

AUTHORIZED INVESTMENTS

The Charter School shall adhere and limit itself to the following investments:

1. Business Banking U.S. End Of Day Money Market Mutual Fund Sweeps
2. Short Term, less than twelve month, Certificates of Deposit

~~Given the public nature of the School's funds, for purposes of authorized investments, the School has elected to adhere to the legal requirements applicable to public funds held by school districts. Pursuant to California Education Code Section 41015, the School may thus invest any surplus monies not required for the immediate operational necessities of the School in any of the investments specified in California Government Code Sections 16430 or 53601. The full text of all three Code sections is included as a part of this Policy.~~ ¶

~~When depositing proceeds from the issuance of debt, the School shall limit such investments to those authorized investments identified in this policy. Should a trust agreement of a particular debt issued by the School be more restrictive than the School's policy on authorized investments, then the trust agreement will take precedence.~~¶

INVESTMENT REVIEWS

The Superintendent, or designee, will review reports on investment performance at least monthly and present the same to the Board in a timely manner.

CHANGES TO INVESTMENT POLICY

This Policy will be reviewed at least annually to ensure its consistency with the objectives of income, growth and safety, and changes in applicable laws and financial trends. ~~Any proposed amendments to the Investment Policy will require approval by the Board.~~¶

~~INVESTMENT AND FIDUCIARY STANDARDS~~¶

~~Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.~~¶

INVESTMENT POLICY

Any person or firm retained for purposes of investing or making recommendations for the investment or monitoring of the School's assets will be held to the higher standard of a prudent expert. Such person or firm will exercise the judgment, care, skill, prudence, and diligence under the circumstances then prevailing, which persons of prudence, discretion, and intelligence, acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.¶

The Superintendent may choose to utilize a professional financial advisor ("Advisor") to assist in strategic investment planning. This includes providing assistance in maintaining the investment policy, asset allocation strategy, coordinating efficient transfer of funds, and monitoring federal interest rebate and other compliance activities as required. The Advisor will act as a fiduciary with regard to the oversight of School assets and will maintain investment discretion as to asset allocation within the guidelines of this Policy. The Advisor should feel free to recommend appropriate changes to the investment policy to the Superintendent for further consideration. ¶

The School may terminate an Advisor or related investment relationship at any time for any reason, including, but not limited to, the following: 1. Qualitative changes – personnel changes or other organizational issues of the firm; 2. Quantitative changes – underperformance relative to investment objectives and style deviations; 3. Policy issues – violation of investment policies or legal issues; and 4. Communication – failure to adhere to reporting requirements.¶

Such investment duties shall be discharged with respect to the School solely in the interests of the School. The investment process shall be mindful of defraying reasonable expenses of administering the investment and assets of the School. ¶

FINANCIAL PROFESSIONALS' COMPLIANCE WITH INVESTMENT POLICY¶

All outside Advisor(s) and other financial professionals employed or retained by the School in a position that may involve investment of funds and/or its representatives, including without limitation municipal advisors, underwriters, bond counsel, and disclosure counsel, must review this policy and sign a "Statement of Compliance" confirming that they have reviewed this Investment Policy and will fully comply with these policies.¶

STATE OF CALIFORNIA EDUCATION CODES¶

California Education Code Section 41015¶

¶

INVESTMENT POLICY

The governing board of any school district or any county office of education which has funds in a special reserve fund of the district or county office of education or any surplus moneys not required for the immediate necessities of the district or county office of education, is hereby authorized to invest all or any part of the funds in any of the investments specified in Section 16430 or 53601 of the Government Code.¶

¶

(Amended by Stats. 1987, Ch. 198, Sec. 1.)¶

¶

¶

California Education Code Section 16430¶

¶

Eligible securities for the investment of surplus moneys shall be any of the following:¶

¶

a. Bonds or interest-bearing notes or obligations of the United States, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.¶
b. Bonds or interest-bearing notes or obligations that are issued by or fully guaranteed as to principal and interest by a federal agency or a United States government-sponsored enterprise, as defined by the Omnibus Budget Reconciliation Act of 1990 (Sec. 13112, Public Law 101-508; 2 U.S.C. Sec. 622(8)).¶
c. Bonds, notes, or other obligations of this state, or those for which the faith and credit of this state are pledged for the payment of principal and interest.¶
d. 1. Bonds, notes, or other obligations of a local government of this state, including, but not limited to, any of the following:¶
    A. A county.¶
    B. A city.¶
    C. A city and county.¶
    D. A metropolitan water district.¶
    E. A water district.¶
    F. A water storage district.¶
    G. An irrigation district.¶
    H. A municipal utility district.¶
    I. A school district.¶

    2. Bonds, notes, or other obligations eligible for investment pursuant to this subdivision shall be within the top three ratings of a nationally recognized statistical rating organization.¶
e. Bonds, debentures, or other obligations of any of the following:¶

1. Issued by federal land banks or federal intermediate credit banks established under the Federal Farm Loan Act, as amended (12 U.S.C. Sec. 2001 et seq.).¶
2. Issued by the Central Bank for Cooperatives and banks for cooperatives established under the Farm Credit Act of 1933, as amended (12 U.S.C. Sec. 2001 et seq.).¶
3. The Federal Home Loan Bank established under the Federal Home Loan Bank Act (12 U.S.C. Sec. 1421 et seq.).¶
4. The Federal National Mortgage Association established under the National Housing Act, as amended (12U.S.C. Sec. 1701 et seq.).¶
5. The Federal Home Loan Mortgage Corporation.¶
6. Issued by the Tennessee Valley Authority under the Tennessee Valley Authority Act, as amended (16 U.S.C. Sec. 831 et seq.).¶
7. Guaranteed by the Commodity Credit Corporation for the export of California agricultural products under the Commodity Credit Corporation Charter Act, as amended (15 U.S.C. Sec. 714 et seq.).¶

f. Bonds, notes, warrants, and other securities not in default that are the direct obligations of the government of a foreign country that the International Monetary Fund lists as an advanced economy and for which the full faith and credit of that country has been pledged for the payment of principal and interest, if the securities are rated investment grade or its equivalent, or better, by a nationally recognized statistical rating organization. Securities eligible for investment pursuant to this subdivision shall satisfy all of the following:¶
    1. Be United States dollar denominated with a maximum maturity of five years or less, and eligible for purchase and sale within the United States.¶
    2. The combined par value of all of the investments authorized by this subdivision do not exceed 1 percent of the total par value of Pooled Money Investment Account assets at the time of purchase.¶
    3. The government of the foreign country issuing the securities submits to the jurisdiction of a federal or state court in the United States when disputes arise related to the investments.¶
g. 1. Commercial paper of "prime" quality as defined by a nationally recognized statistical rating organization that rates these securities, if the commercial paper is issued by a federally or state-chartered bank or a state-licensed branch of a foreign bank, corporation, trust, or limited liability company that is approved by the Pooled Money Investment Board as meeting the conditions specified in either subparagraph (A) or subparagraph (B):¶

A. Both of the following conditions:¶
i. Organized and operating within the United States.¶
ii. Having total assets in excess of five hundred million dollars ($500,000,000).¶
B. Both of the following conditions:¶
i. Organized within the United States as a federally or state-chartered bank or a state-licensed branch of a foreign bank, special purpose corporation, trust, or limited liability company.¶
ii. Having programwide credit enhancements including, but not limited to, overcollateralization, letters of credit, or surety bond.¶

2. A purchase of eligible commercial paper shall not do any of the following:¶
A. Exceed 270 days maturity.¶
B. Represent more than 10 percent of the outstanding paper of an issuing federally or state-chartered bank or a state-licensed branch of a foreign bank, corporation, trust, or limited liability company.¶
C. Exceed 30 percent of the resources of an investment program.¶

3. At the request of the Pooled Money Investment Board, an investment made pursuant to this subdivision shall be secured by the issuer by depositing with the Treasurer securities authorized by Section 53651 of a market value at least 10 percent in excess of the amount of the state's investment.¶

h. Bills of exchange or time drafts drawn on and accepted by a commercial bank, otherwise known as banker's acceptances, that are eligible for purchase by the Federal Reserve System.¶

i. Negotiable certificates of deposits issued by a federally or state-chartered bank or savings and loan association, a state-licensed branch of a foreign bank, or a federally or state-chartered credit union. For the purposes of this section, negotiable certificates of deposits are not subject to Chapter 4 (commencing with Section 16500) and Chapter 4.5 (commencing with Section 16600).¶

j. The portion of bank loans and obligations guaranteed by the United States Small Business Administration or the United States Farmers Home Administration.¶

k. Bank loans and obligations guaranteed by the Export-Import Bank of the United States.¶

l. Student loan notes insured under the Guaranteed Student Loan Program established pursuant to the Higher Education Act of 1965, as amended (20 U.S.C. Sec. 1001 et seq.) and eligible for resale to the Student Loan Marketing Association established pursuant to Section 133 of the Education Amendments of 1972, as amended (20U.S.C. Sec. 1087-2).¶

m. Obligations issued, assumed, or guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the International Finance Corporation, the Government Development Bank for Puerto Rico, the European Bank for Reconstruction and Development, or the European Investment Bank.¶

n. Bonds, debentures, and notes issued by corporations organized and operating within the United States. Securities eligible for investment pursuant to this subdivision shall be within the top three ratings of a nationally recognized statistical rating organization.¶

o. Negotiable Order of Withdrawal Accounts (NOW Accounts), invested in accordance with Chapter 4 (commencing with Section 16500).¶

p. Shares of any money market mutual fund subject to registration by, and under the regulatory authority of, the United States Securities and Exchange Commission, provided that all of the following conditions are met:¶

1. The money market mutual fund invests in securities and obligations described in one or more of the following: subdivision (a), (b), or (c) of this section or repurchase agreements or reverse repurchase agreements described in Section 16480.4.¶

2. The financial institution issuing shares of the money market mutual fund has at least five years of experience investing in the types of securities and obligations being purchased by the state and has assets undermanagement in the money market mutual fund in excess of ten billion dollars ($10,000,000,000).¶

3. The money market mutual fund has attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations.¶

4. The financial institution does not impose a commission on the purchase or sale of fund shares by the state.¶

4. The state does not purchase more than 10 percent of a money market mutual fund's total assets.¶

5. The state does not invest more than 10 percent of the Pooled Money Investment Account's funds in any single money market mutual fund meeting the requirements of this subdivision.¶

¶

California Education Code Section 53601¶

¶

This section shall apply to a local agency that is a city, a district, or other local agency that does not pool money in deposits or investments with other local agencies, other than local agencies

that have the same governing body. However, Section 53635 shall apply to all local agencies that pool money in deposits or investments with other local agencies that have separate governing bodies. The legislative body of a local agency having moneys in a sinking fund or moneys in its treasury not required for the immediate needs of the local agency may invest any portion of the moneys that it deems wise or expedient in those investments set forth below. A local agency purchasing or obtaining any securities prescribed in this section, in a negotiable, bearer, registered, or nonregistered format, shall require delivery of the securities to the local agency, including those purchased for the agency by financial advisers, consultants, or managers using the agency's funds, by book entry, physical delivery, or by third-party custodial agreement. The transfer of securities to the counterparty bank's customer book entry account may be used for book entry delivery.¶

¶

For purposes of this section, "counterparty" means the other party to the transaction. A counterparty bank's trust department or separate safekeeping department may be used for the physical delivery of the security if the security is held in the name of the local agency. Where this section specifies a percentage limitation for a particular category of investment, that percentage is applicable only at the date of purchase. For purposes of compliance with this section, an investment's term or remaining maturity shall be measured from the settlement date to final maturity. A security purchased in accordance with this section shall not have a forward settlement date exceeding 45 days from the time of investment. Where this section does not specify a limitation on the term or remaining maturity at the time of the investment, no investment shall be made in any security, other than a security underlying a repurchase or reverse repurchase agreement or securities lending agreement authorized by this section, that at the time of the investment has a term remaining to maturity in excess of five years, unless the legislative body has granted express authority to make that investment either specifically or as a part of an investment program approved by the legislative body no less than three months prior to the investment:¶

¶

(a) Bonds issued by the local agency, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency or by a department, board, agency, or authority of the local agency.¶

¶

(b) United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.¶

¶

INVESTMENT POLICY

(c) Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state.¶

¶

(d) Registered treasury notes or bonds of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.¶

¶

(e) Bonds, notes, warrants, or other evidences of indebtedness of a local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.¶

¶

(f) Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.¶

¶

(g) Bankers' acceptances otherwise known as bills of exchange or time drafts that are drawn on and accepted by a commercial bank. Purchases of bankers' acceptances shall not exceed 180 days' maturity or 40 percent of the agency's moneys that may be invested pursuant to this section. However, no more than 30 percent of the agency's moneys may be invested in the bankers' acceptances of any one commercial bank pursuant to this section.¶

¶

This subdivision does not preclude a municipal utility district from investing moneys in its treasury in a manner authorized by the Municipal Utility District Act (Division 6 (commencing with Section 11501) of the Public Utilities Code).¶

¶

(h) Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical rating organization (NRSRO). The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or (2):¶

¶

(1) The entity meets the following criteria:¶

(A) Is organized and operating in the United States as a general corporation.¶

(B) Has total assets in excess of five hundred million dollars ($500,000,000).¶

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~~(C) Has debt other than commercial paper, if any, that is rated in a rating category of "A" or its equivalent or higher by an NRSRO.¶~~
~~(2) The entity meets the following criteria:¶~~
~~(A) Is organized within the United States as a special purpose corporation, trust, or limited liability company.¶~~
~~(B) Has programwide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond.¶~~
~~(C) Has commercial paper that is rated "A-1" or higher, or the equivalent, by an NRSRO.¶~~
~~¶~~
~~Eligible commercial paper shall have a maximum maturity of 270 days or less. Local agencies, other than counties or a city and county, that have less than one hundred million dollars ($100,000,000) of investment assets under management, may invest no more than 25 percent of their moneys in eligible commercial paper. Local agencies, other than counties or a city and county, that have one hundred million dollars ($100,000,000) or more of investment assets under management may invest no more than 40 percent of their moneys in eligible commercial paper. A local agency, other than a county or a city and a county, may invest no more than 10 percent of its total investment assets in the commercial paper and the medium-term notes of any single issuer. Counties or a city and county may invest in commercial paper pursuant to the concentration limits in subdivision (a) of Section 53635.¶~~
~~¶~~
~~(i) Negotiable certificates of deposit issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank. Purchases of negotiable certificates of deposit shall not exceed 30 percent of the agency's moneys that may be invested pursuant to this section. For purposes of this section, negotiable certificates of deposit do not come within Article 2 (commencing with Section 53630), except that the amount so invested shall be subject to the limitations of Section 53638. The legislative body of a local agency and the treasurer or other official of the local agency having legal custody of the moneys are prohibited from investing local agency funds, or funds in the custody of the local agency, in negotiable certificates of deposit issued by a state or federal credit union if a member of the legislative body of the local agency, or a person with investment decisionmaking authority in the administrative office manager's office, budget office, auditor-controller's office, or treasurer's office of the local agency also serves on the board of directors, or any committee appointed by the board of directors, or the credit committee or the supervisory committee of the state or federal credit union issuing the negotiable certificates of deposit.¶~~
~~¶~~

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~~(j)(1) Investments in repurchase agreements or reverse repurchase agreements or securities lending agreements of securities authorized by this section, as long as the agreements are subject to this subdivision, including the delivery requirements specified in this section.¶~~

~~¶~~

~~(2) Investments in repurchase agreements may be made, on an investment authorized in this section, when the term of the agreement does not exceed one year. The market value of securities that underlie a repurchase agreement shall be valued at 102 percent or greater of the funds borrowed against those securities and the value shall be adjusted no less than quarterly. Since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back up to 102 percent no later than the next business day.¶~~

~~¶~~

~~(3) Reverse repurchase agreements or securities lending agreements may be utilized only when all of the following conditions are met:¶~~

~~¶~~

~~(A) The security to be sold using a reverse repurchase agreement or securities lending agreement has been owned and fully paid for by the local agency for a minimum of 30 days prior to sale.¶~~

~~¶~~

~~(B) The total of all reverse repurchase agreements and securities lending agreements on investments owned by the local agency does not exceed 20 percent of the base value of the portfolio.¶~~

~~¶~~

~~(C) The agreement does not exceed a term of 92 days, unless the agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity date of the same security.¶~~

~~¶~~

~~(D) Funds obtained or funds within the pool of an equivalent amount to that obtained from selling a security to a counterparty using a reverse repurchase agreement or securities lending agreement shall not be used to purchase another security with a maturity longer than 92 days from the initial settlement date of the reverse repurchase agreement or securities lending agreement, unless the reverse repurchase agreement or securities lending agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity date of the same security.¶~~

~~¶~~

~~(4)(A) Investments in reverse repurchase agreements, securities lending agreements, or similar investments in which the local agency sells securities prior to purchase with a simultaneous agreement to repurchase the security may be made only upon prior approval of the governing body of the local agency and shall be made only with primary dealers of the Federal Reserve Bank of New York or with a nationally or state-chartered bank that has or has had a significant banking relationship with a local agency.¶~~

~~¶~~

~~(B) For purposes of this chapter, "significant banking relationship" means any of the following activities of a bank:¶~~

~~¶~~

~~(i) Involvement in the creation, sale, purchase, or retirement of a local agency's bonds, warrants, notes, or other evidence of indebtedness.¶~~

~~¶~~

~~(ii) Financing of a local agency's activities.¶~~

~~¶~~

~~(iii) Acceptance of a local agency's securities or funds as deposits.¶~~

~~¶~~

~~(5)(A) "Repurchase agreement" means a purchase of securities by the local agency pursuant to an agreement by which the counterparty seller will repurchase the securities on or before a specified date and for a specified amount and the counterparty will deliver the underlying securities to the local agency by book entry, physical delivery, or by third-party custodial agreement. The transfer of underlying securities to the counterparty bank's customer book-entry account may be used for book-entry delivery.¶~~

~~¶~~

~~(B) "Securities," for purposes of repurchase under this subdivision, means securities of the same issuer, description, issue date, and maturity.¶~~

~~¶~~

~~(C) "Reverse repurchase agreement" means a sale of securities by the local agency pursuant to an agreement by which the local agency will repurchase the securities on or before a specified date and includes other comparable agreements.¶~~

~~¶~~

~~(D) "Securities lending agreement" means an agreement under which a local agency agrees to transfer securities to a borrower who, in turn, agrees to provide collateral to the local agency. During the term of the agreement, both the securities and the collateral are held by a third party. At the conclusion of the agreement, the securities are transferred back to the local agency in return for the collateral.¶~~

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¶

~~(E) For purposes of this section, the base value of the local agency's pool portfolio shall be that dollar amount obtained by totaling all cash balances placed in the pool by all pool participants, excluding any amounts obtained through selling securities by way of reverse repurchase agreements, securities lending agreements, or other similar borrowing methods.¶~~

¶

~~(F) For purposes of this section, the spread is the difference between the cost of funds obtained using the reverse repurchase agreement and the earnings obtained on the reinvestment of the funds.¶~~

¶

~~(k) Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Notes eligible for investment under this subdivision shall be rated in a rating category of "A" or its equivalent or better by an NRSRO. Purchases of medium-term notes shall not include other instruments authorized by this section and shall not exceed 30 percent of the agency's moneys that may be invested pursuant to this section. A local agency, other than a county or a city and a county, may invest no more than 10 percent of its total investment assets in the commercial paper and the medium-term notes of any single issuer.¶~~

¶

~~(l)(1) Shares of beneficial interest issued by diversified management companies that invest in the securities and obligations as authorized by subdivisions (a) to (k), inclusive, and subdivisions (m) to (q), inclusive, and that comply with the investment restrictions of this article and Article 2 (commencing with Section 53630). However, notwithstanding these restrictions, a counterparty to a reverse repurchase agreement or securities lending agreement is not required to be a primary dealer of the Federal Reserve Bank of New York if the company's board of directors finds that the counterparty presents a minimal risk of default, and the value of the securities underlying a repurchase agreement or securities lending agreement may be 100 percent of the sales price if the securities are marked to market daily.¶~~

¶

~~(2) Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1 et seq.).¶~~

¶

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~~(3) If investment is in shares issued pursuant to paragraph (1), the company shall have met either of the following criteria:¶~~

~~¶~~

~~(A) Attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs.¶~~

~~¶~~

~~(B) Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by subdivisions (a) to (k), inclusive, and subdivisions (m) to (q), inclusive, and with assets under management in excess of five hundred million dollars ($500,000,000).¶~~

~~¶~~

~~(4) If investment is in shares issued pursuant to paragraph (2), the company shall have met either of the following criteria:¶~~

~~¶~~

~~(A) Attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs.¶~~

~~¶~~

~~(B) Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of five hundred million dollars ($500,000,000).¶~~

~~¶~~

~~(5) The purchase price of shares of beneficial interest purchased pursuant to this subdivision shall not include commission that the companies may charge and shall not exceed 20 percent of the agency's moneys that may be invested pursuant to this section. However, no more than 10 percent of the agency's funds may be invested in shares of beneficial interest of any one mutual fund pursuant to paragraph (1).¶~~

~~¶~~

~~(m) Moneys held by a trustee or fiscal agent and pledged to the payment or security of bonds or other indebtedness, or obligations under a lease, installment sale, or other agreement of a local agency, or certificates of participation in those bonds, indebtedness, or lease installment sale, or other agreements, may be invested in accordance with the statutory provisions governing the issuance of those bonds, indebtedness, or lease installment sale, or other agreement, or to the extent not inconsistent therewith or if there are no specific statutory provisions, in accordance with the ordinance, resolution, indenture, or agreement of the local agency providing for the issuance.¶~~

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¶

(n) Notes, bonds, or other obligations that are at all times secured by a valid first priority security interest in securities of the types listed by Section 53651 as eligible securities for the purpose of securing local agency deposits having a market value at least equal to that required by Section 53652 for the purpose of securing local agency deposits. The securities serving as collateral shall be placed by delivery or book entry into the custody of a trust company or the trust department of a bank that is not affiliated with the issuer of the secured obligation, and the security interest shall be perfected in accordance with the requirements of the Uniform Commercial Code or federal regulations applicable to the types of securities in which the security interest is granted.¶

¶

(o) A mortgage passthrough security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable passthrough certificate, or consumer receivable-backed bond. Securities eligible for investment under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and have a maximum remaining maturity of five years or less. Purchase of securities authorized by this subdivision shall not exceed 20 percent of the agency's surplus moneys that may be invested pursuant to this section.¶

¶

(p) Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (r), inclusive. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:¶

¶

(1) The adviser is registered or exempt from registration with the Securities and Exchange Commission.¶

¶

(2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive.¶

¶

(3) The adviser has assets under management in excess of five hundred million dollars ($500,000,000).¶

¶

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~~(q) United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and shall not exceed 30 percent of the agency's moneys that may be invested pursuant to this section.¶~~

~~¶~~

~~(r) Commercial paper, debt securities, or other obligations of a public bank, as defined in Section 57600.¶~~

~~¶~~

~~This section shall remain in effect only until January 1, 2026, and as of that date is repealed.¶~~

TITLE IX PROHIBITING DISCRIMINATION ON THE BASIS OF SEX POLICY

The Title IX Policy Prohibiting Discrimination on the Basis of Sex ("Policy") contains the policies and grievance procedures of California Pacific Charter Schools ("CPCS") to address sex discrimination, including but not limited to sexual harassment, occurring within CPCS's education program or activity.

CPCS does not discriminate on the basis of sex and prohibits any acts of sex discrimination in any education program or activity that it operates, as required by California law, Title IX (20 U.S.C. § 1681 *et seq*.) and the Title IX regulations (34 C.F.R. Part 106), including in admission and employment.[1]

This Policy applies to conduct occurring in CPCS's education programs or activities including but not limited to incidents occurring on the school campus, during school-sponsored events and activities regardless of the location, and through school-owned technology, whether perpetrated by a student, parent/guardian, employee, volunteer, independent contractor or other person with whom CPCS does business.

Inquiries about the application of Title IX and 34 C.F.R. Part 106 (hereinafter collectively referred to as "Title IX") may be referred to the CPCS Title IX Coordinator, the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

Definitions

Prohibited Sex Discrimination

Title IX and California law prohibit discrimination on the basis of sex, including sex-based harassment and differences in the treatment of similarly situated individuals on the basis of sex with regard to any aspect of services, benefits, or opportunities provided by CPCS.

Prohibited Sexual Harassment

Under Title IX, "sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

- An employee of CPCS conditioning the provision of an aid, benefit, or service of CPCS on an individual's participation in unwelcome sexual conduct;

[1] CPCS complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports and complaints of misconduct prohibited by this Policy.

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- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to CPCS's education program or activity; or

- "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

Under California Education Code section 212.5, sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire, when: (a) submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through CPCS.

Examples of conduct that may fall within the Title IX or the Education Code definition of sexual harassment, or both:

- Physical assaults of a sexual or sex-based nature, such as:
    - Rape, sexual battery, molestation or attempts to commit these assaults.
    - Intentional physical conduct that is sex-based or sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, poking another's body, violence, intentionally blocking normal movement or interfering with work or school because of sex.

- Unwanted sexual advances or propositions, derogatory sex-based comments, or other sex-based conduct, such as:
    - Sexually oriented or sex-based gestures, notices, epithets, slurs, remarks, jokes, or comments about a person's sexuality or sexual experience.
    - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any

individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
    - Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's or the employee's sex.
    - Retaliation against an individual who has articulated a good faith concern about sex-based harassment.

- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:
    - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.
    - Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
    - Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

The illustrations above are not to be construed as an all-inclusive list of sex-based harassment acts prohibited under this Policy.

Complainant means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

Formal Complaint of Sexual Harassment means a written document filed and signed by a complainant who is participating in or attempting to participate in CPCS's education program or activity or signed by the Coordinator alleging sexual harassment against a respondent and requesting that CPCS investigate the allegation of sexual harassment. At the time of filing a formal complaint of sexual harassment, the complainant must be participating in or attempting to participate in CPCS's education program or activity.

Party means a complainant or respondent.

Respondent means a person who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Supportive Measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to a party before or after the filing of a formal complaint of sexual harassment or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to CPCS's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or CPCS's educational environment, or deter sexual harassment.

Title IX Coordinator

The Board of Directors of CPCS ("Board") has designated the following employee as the Title IX Coordinator ("Coordinator"):

Ms. Corrie Amador, Assistant Director of Human Resources
Title IX/Uniform Complaint Procedure Coordinator
(949) 996-4556
camador@cal-pacs.org
940 South Coast Drive #185
Costa Mesa, CA 92626

In the event the above-named individual becomes unavailable or unable to serve as the Coordinator, the Board has designated the following employee to serve as a temporary or interim Coordinator:

Mrs. Gretchen Chamberlain
Director of Compliance and Accountability
(949) 996-7694
gchamberlain@cal-pacs.org
940 South Coast Drive #185
Costa Mesa, CA 92626

The Coordinator is responsible for coordinating CPCS's efforts to comply with the requirements of Title IX, receiving reports and complaints of sex discrimination, formal complaints of sexual harassment, and inquiries about the application of Title IX to CPCS, coordinating the effective implementation of supportive measures, and taking other actions as required by this Policy. The Coordinator or designee may serve as the investigator for formal complaints of sexual harassment.

Reporting Sex Discrimination

TITLE IX PROHIBITING DISCRIMINATION ON THE BASIS OF SEX POLICY

All employees must promptly notify the Coordinator when the employee has knowledge of or notice of allegations of sex discrimination or sexual harassment occurring within CPCS's education program or activity.

Students are expected to report all incidents of misconduct prohibited by this Policy. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the Superintendent, Coordinator, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.

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

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

Privacy
CPCS acknowledges and respects every individual's right to privacy. All reports and complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes but is not limited to keeping the identity of the reporter and other personally identifiable information confidential, as appropriate, except to the extent necessary to comply with the law, carry out the investigation and/or to resolve the issue, as determined by the Coordinator or designee on a case-by-case basis.

Retaliation
CPCS prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual.

Response to Sexual Harassment
CPCS will respond promptly and in a manner that is not deliberately indifferent when it has actual knowledge, as defined in 34 C.F.R. § 106.30(a), of sexual harassment occurring in its education program or activity against a person in the United States.

CPCS's response will treat complainants and respondents equitably by offering supportive measures to a complainant, and by following the grievance procedures for formal complaints of sexual harassment that are listed below before imposing any disciplinary sanctions or other actions that are not supportive measures on a respondent for sexual harassment under Title IX.

Supportive Measures

Once notified of sexual harassment or allegations of sexual harassment occurring in CPCS's education program or activity against a person in the United States, the Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint of sexual harassment.

Supportive measures may include but are not limited to: counseling; extensions of deadlines or other course-related adjustments; modifications of work or class schedules; mutual restrictions on contact between the parties; changes in work or on-campus housing locations; leaves of absence; increased security and monitoring of certain areas of the online school; and other similar measures.

Supportive measures will not unreasonably burden either party or be imposed for punitive or disciplinary reasons. CPCS will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair CPCS's ability to provide the supportive measures. The Coordinator is responsible for coordinating the effective implementation of supportive measures.

Grievance Procedures

Scope and General Requirements

CPCS has adopted and published grievance procedures that provide for the prompt and equitable resolution of student and employee complaints alleging any action that would be prohibited under Title IX and a grievance process that complies with 34 C.F.R. § 106.45 for formal complaints of sexual harassment.

Complaints of misconduct prohibited by this Policy that do not constitute a formal complaint of sexual harassment will be addressed in accordance with CPCS's Uniform Complaint Procedures, its employment discrimination complaint procedures, or the grievance procedures set forth in its

Harassment, Intimidation, Discrimination, and Bullying Policy, as applicable. The following grievance procedures will apply to formal complaints of sexual harassment.

Upon receipt of a formal complaint of sexual harassment, the Coordinator or designee will promptly initiate these grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties.

CPCS requires that any Title IX Coordinator, investigator, decisionmaker, and any person designated by CPCS to facilitate an informal resolution process not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

CPCS will treat complainants and respondents equitably. CPCS presumes that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of its grievance procedures.

CPCS may consolidate formal complaints of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, where the allegations of sexual harassment arise out of the same facts or circumstances.

CPCS allows for the temporary delay of the grievance process or limited extension of timeframes on a case-by-case basis for good cause. Requests for extensions must be submitted to the Coordinator in writing at least one (1) business day before the expiration of the timeframe. If the grievance process is temporarily delayed or a timeframe is temporarily extended by CPCS, the Coordinator or designee will notify the parties of the reason for the delay or extension in writing.
CPCS will objectively evaluate all evidence that is relevant and not otherwise impermissible, including both inculpatory and exculpatory evidence.[2] Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.

Dismissal

CPCS must dismiss a formal complaint of sexual harassment for purposes of sexual harassment under Title IX if the conduct alleged:

- Would not constitute sexual harassment under Title IX even if proved;
- Did not occur in CPCS's education program or activity; or
- Did not occur against a person in the United States.

[2] Inculpatory means tending to impute guilt or fault, and exculpatory means tending to absolve from guilt or fault.

CPCS may dismiss a formal complaint of sexual harassment or any of the allegations therein if:

- The respondent is no longer enrolled or employed by CPCS;
- A complainant notifies the Coordinator in writing that the complainant would like to withdraw the complaint or any allegations therein; or
- Specific circumstances prevent CPCS from gathering sufficient evidence to reach a determination as to the complaint or allegations therein.

Upon dismissal, the Coordinator or designee will promptly send written notice of the dismissal and reason(s) therefore simultaneously to the parties. Dismissal under Title IX does not preclude action under another applicable CPCS policy.

Notice of the Allegations

Upon receipt of a formal complaint of sexual harassment, the Coordinator or designee will provide written notice of the allegations to the parties whose identities are known. The notice will include:

- CPCS's grievance procedures and any informal resolution process;
- The allegations of sexual harassment including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details includes the identities of the parties involved in the incident(s), if known, the conduct allegedly constituting sexual harassment under Title IX, and the date(s) and location(s) of the alleged incident(s), if known;
- A statement that the respondent is presumed not responsible for the alleged conduct and a determination regarding responsibility is made at the conclusion of the grievance process;
- A statement that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence; and
- A statement that CPCS prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

Emergency Removal

CPCS may place a non-student employee respondent on administrative leave during the pendency of the grievance procedures in accordance with CPCS's policies.

CPCS may remove a respondent from CPCS's education program or activity on an emergency basis, in accordance with CPCS's policies, provided that CPCS undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any person arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

This provision must not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

Informal Resolution

At any time after a formal complaint of sexual harassment is filed and prior to determining whether sexual harassment occurred under CPCS's Title IX grievance procedures, CPCS may offer an informal resolution process to the parties. CPCS will not offer or facilitate informal resolution to resolve allegations that an employee sexually harassed a student, or when such a process would conflict with Federal, State, or local law. Parties will not be required or pressured to agree to participate in the informal resolution process.

Before initiation of the informal resolution process, CPCS will obtain the parties' voluntary, written consent to participate in the informal resolution and provide the parties with a written notice that explains:

- The allegations;
- The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint of sexual harassment arising from the same allegations;
- The right to withdraw and initiate or resume the grievance procedures at any time prior to agreeing to a resolution; and
- Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

Investigation

In most cases, a thorough investigation will take no more than thirty (30) business days. CPCS has the burden to conduct an investigation that gathers sufficient evidence to determine whether sexual harassment occurred. The investigator will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance in accordance with Title IX.

The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be used, accessed, considered, or disclosed), regardless of whether they are relevant:

- A party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless CPCS

obtains that party's voluntary, written consent to do so for these grievance procedures; and

- Evidence about the complainant's sexual predisposition or prior sexual behavior, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview. The parties will not be prohibited from discussing the allegations under investigation or from gathering and presenting relevant evidence. A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.
Before the investigator completes the investigative report, CPCS will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator to consider prior to completing the investigation report.

The investigator will complete an investigation report that fairly summarizes relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.

Determination of Responsibility
Before making a determination of responsibility, the decisionmaker must afford each party the opportunity to submit written, relevant questions that a party wants to ask of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. The decisionmaker must explain to the party proposing the questions any decision to exclude a question as not relevant.

Determinations will be based on an objective evaluation of all relevant and not otherwise impermissible evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness. The standard of evidence used to determine responsibility is the preponderance of the evidence standard.

Within twenty (20) business days after CPCS sends the investigation report to the parties, the decisionmaker, who will not be the same person as the Coordinator or investigator, will simultaneously send the parties a written determination of whether sexual harassment occurred. The written determination will include:

- The allegations of sexual harassment;
- A description of the procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
- The findings of facts supporting the determination;
- The conclusions regarding the application of CPCS's code of conduct to the facts;
- The decision and rationale for each allegation;
- Any recommended disciplinary sanctions for the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
- The procedures and permissible bases for appeals.

The determination regarding responsibility becomes final either on the date that CPCS provides the parties with the written appeal decision, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

Appeals

Either party may, within five (5) business days of their receipt of CPCS's written determination of responsibility or dismissal of a formal complaint of sexual harassment, submit a written appeal to the Superintendent, who will serve as the decisionmaker for the appeal or designate a decisionmaker for the appeal.

The complainant and respondent may only appeal from a determination regarding responsibility or CPCS's dismissal of a formal complaint of sexual harassment or any allegations therein, on one or more of the following bases:

- Procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; or
- The Coordinator, investigator(s), or decisionmaker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

The decisionmaker for the appeal will not be the same person as the Coordinator, the investigator or the initial decisionmaker.

The decisionmaker for the appeal will: 1) notify the other party of the appeal in writing; 2) implement appeal procedures equally for the parties; 3) allow the parties to submit a written statement in support of, or challenging, the outcome within five (5) business days of notice of the appeal; and 4) within fifteen (15) business days of the appeal, provide a written decision simultaneously to the parties describing the result of the appeal and the rationale for the result.

Consequences

Students or employees who engage in misconduct prohibited by this Policy, knowingly make false statements or knowingly submit false information during the grievance process, may be subject to disciplinary action up to and including expulsion from CPCS or termination of employment. If there is a determination that sexual harassment occurred, the Coordinator is responsible for effective implementation of any remedies ordered by CPCS.

Training

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All Title IX Coordinators, investigators, decisionmakers, and any person who facilitates a Title IX informal resolution process will receive Title IX training and/or instruction concerning sexual harassment as required by law.

Recordkeeping

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

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

The above records will be maintained in a secure location until destroyed in accordance with applicable laws and regulations.

TITLE IX SEX DISCRIMINATION AND HARASSMENT COMPLAINT FORM

Your Name: _____ Date: _____

Email Address: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e., specific statements and conduct; what, if any, physical contact was involved; any verbal statements etc.) (Attach additional pages, if needed):

_____

_____

_____

_____

I hereby authorize CPCS to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand that providing false information in this regard could result in disciplinary action up to and including termination or expulsion from CPCS.

_____ Date: _____

Signature of Complainant

_____

Print Name

<u>To be completed by CPCS</u>:

Received by: _____ Date: _____

Follow up meeting with Complainant held on: _____

TITLE IX PROHIBITING DISCRIMINATION ON THE BASIS OF SEX POLICY

~~TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY~~

This Title IX Policy Prohibiting Discrimination on the Basis of Sex ("Policy") contains the policies and grievance procedures of California Pacific Charter Schools ("CPCS") to address sex discrimination, including but not limited to sexual harassment, occurring within CPCS's education program or activity.

CPCS does not discriminate on the basis of sex and prohibits any acts of sex discrimination in any education program or activity that it operates, as required by California law, Title IX (20 U.S.C. § 1681 *et seq*.) and the Title IX regulations (34 C.F.R. Part 106), including in admission and employment.[1]

This Policy applies to conduct occurring in CPCS's education programs or activities including but not limited to incidents occurring on the school campus, during school-sponsored events and activities regardless of the location, and through school-owned technology, whether perpetrated by a student, parent/guardian, employee, volunteer, independent contractor or other person with whom CPCS does business.

Inquiries about the application of Title IX and 34 C.F.R. Part 106 (hereinafter collectively referred to as "Title IX") may be referred to the CPCS Title IX Coordinator, the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

Definitions

Prohibited Sex Discrimination

Title IX and California law prohibit discrimination on the basis of sex, including sex-based harassment and differences in the treatment of similarly situated individuals on the basis of sex with regard to any aspect of services, benefits, or opportunities provided by CPCS.

Prohibited Sexual Harassment

Under Title IX, "sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

- An employee of CPCS conditioning the provision of an aid, benefit, or service of CPCS on an individual's participation in unwelcome sexual conduct;
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to CPCS's education program or activity; or

[1] CPCS complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports and complaints of misconduct prohibited by this Policy.

- "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

Under California Education Code section 212.5, sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire, when: (a) submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through CPCS.

Examples of conduct that may fall within the Title IX or the Education Code definition of sexual harassment, or both:

- Physical assaults of a sexual or sex-based nature, such as:
  - Rape, sexual battery, molestation or attempts to commit these assaults.
  - Intentional physical conduct that is sex-based or sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, poking another's body, violence, intentionally blocking normal movement or interfering with work or school because of sex.

- Unwanted sexual advances or propositions, derogatory sex-based comments, or other sex-based conduct, such as:
  - Sexually oriented or sex-based gestures, notices, epithets, slurs, remarks, jokes, or comments about a person's sexuality or sexual experience.
  - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
  - Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's or the employee's sex.
  - Retaliation against an individual who has articulated a good faith concern about sex-based harassment.

- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:
    - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.
    - Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
    - Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

The illustrations above are not to be construed as an all-inclusive list of sex-based harassment acts prohibited under this Policy.

Complainant means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

Formal Complaint of Sexual Harassment means a written document filed and signed by a complainant who is participating in or attempting to participate in CPCS's education program or activity or signed by the Coordinator alleging sexual harassment against a respondent and requesting that CPCS investigate the allegation of sexual harassment. At the time of filing a formal complaint of sexual harassment, the complainant must be participating in or attempting to participate in CPCS's education program or activity.

Party means a complainant or respondent.

Respondent means a person who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Supportive Measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to a party before or after the filing of a formal complaint of sexual harassment or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to CPCS's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or CPCS's educational environment, or deter sexual harassment.

Title IX Coordinator

TITLE IX PROHIBITING DISCRIMINATION ON THE BASIS OF SEX POLICY
~~TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY~~

The Board of Directors of CPCS ("Board") has designated the following employee as the Title IX Coordinator ("Coordinator"):

Ms. Corrie Amador, Assistant Director of Human Resources
Title IX/Uniform Complaint Procedure Coordinator
(949) 996-4556
camador@cal-pacs.org
940 South Coast Drive #185
Costa Mesa, CA 92626

In the event the above-named individual becomes unavailable or unable to serve as the Coordinator, the Board has designated the following employee to serve as a temporary or interim Coordinator:

Mrs. Gretchen Chamberlain
Director of Compliance and Accountability
(949) 996-7694
gchamberlain@cal-pacs.org
940 South Coast Drive #185
Costa Mesa, CA 92626

The Coordinator is responsible for coordinating CPCS's efforts to comply with the requirements of Title IX, receiving reports and complaints of sex discrimination, formal complaints of sexual harassment, and inquiries about the application of Title IX to CPCS, coordinating the effective implementation of supportive measures, and taking other actions as required by this Policy. The Coordinator or designee may serve as the investigator for formal complaints of sexual harassment.

Reporting Sex Discrimination

All employees must promptly notify the Coordinator when the employee has knowledge of or notice of allegations of sex discrimination or sexual harassment occurring within CPCS's education program or activity.

Students are expected to report all incidents of misconduct prohibited by this Policy. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the Superintendent, Coordinator, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.

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

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

Privacy
CPCS acknowledges and respects every individual's right to privacy. All reports and complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes but is not limited to keeping the identity of the reporter and other personally identifiable information confidential, as appropriate, except to the extent necessary to comply with the law, carry out the investigation and/or to resolve the issue, as determined by the Coordinator or designee on a case-by-case basis.

Retaliation
CPCS prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual.

Response to Sexual Harassment
CPCS will respond promptly and in a manner that is not deliberately indifferent when it has actual knowledge, as defined in 34 C.F.R. § 106.30(a), of sexual harassment occurring in its education program or activity against a person in the United States.

CPCS's response will treat complainants and respondents equitably by offering supportive measures to a complainant, and by following the grievance procedures for formal complaints of sexual harassment that are listed below before imposing any disciplinary sanctions or other actions that are not supportive measures on a respondent for sexual harassment under Title IX.

Supportive Measures

Once notified of sexual harassment or allegations of sexual harassment occurring in CPCS's education program or activity against a person in the United States, the Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the

availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint of sexual harassment.

Supportive measures may include but are not limited to: counseling; extensions of deadlines or other course-related adjustments; modifications of work or class schedules; mutual restrictions on contact between the parties; changes in work or on-campus housing locations; leaves of absence; increased security and monitoring of certain areas of the online school; and other similar measures.

Supportive measures will not unreasonably burden either party or be imposed for punitive or disciplinary reasons. CPCS will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair CPCS's ability to provide the supportive measures. The Coordinator is responsible for coordinating the effective implementation of supportive measures.

Grievance Procedures

Scope and General Requirements

CPCS has adopted and published grievance procedures that provide for the prompt and equitable resolution of student and employee complaints alleging any action that would be prohibited under Title IX and a grievance process that complies with 34 C.F.R. § 106.45 for formal complaints of sexual harassment.

Complaints of misconduct prohibited by this Policy that do not constitute a formal complaint of sexual harassment will be addressed in accordance with CPCS's Uniform Complaint Procedures, its employment discrimination complaint procedures, or the grievance procedures set forth in its Harassment, Intimidation, Discrimination, and Bullying Policy, as applicable. The following grievance procedures will apply to formal complaints of sexual harassment.

Upon receipt of a formal complaint of sexual harassment, the Coordinator or designee will promptly initiate these grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties.

CPCS requires that any Title IX Coordinator, investigator, decisionmaker, and any person designated by CPCS to facilitate an informal resolution process not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

TITLE IX PROHIBITING DISCRIMINATION ON THE BASIS OF SEX POLICY
~~TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY~~

CPCS will treat complainants and respondents equitably. CPCS presumes that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of its grievance procedures.

CPCS may consolidate formal complaints of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, where the allegations of sexual harassment arise out of the same facts or circumstances.

CPCS allows for the temporary delay of the grievance process or limited extension of timeframes on a case-by-case basis for good cause. Requests for extensions must be submitted to the Coordinator in writing at least one (1) business day before the expiration of the timeframe. If the grievance process is temporarily delayed or a timeframe is temporarily extended by CPCS, the Coordinator or designee will notify the parties of the reason for the delay or extension in writing.

CPCS will objectively evaluate all evidence that is relevant and not otherwise impermissible, including both inculpatory and exculpatory evidence.[2] Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.

Dismissal
CPCS must dismiss a formal complaint of sexual harassment for purposes of sexual harassment under Title IX if the conduct alleged:

- Would not constitute sexual harassment under Title IX even if proved;
- Did not occur in CPCS's education program or activity; or
- Did not occur against a person in the United States.

CPCS may dismiss a formal complaint of sexual harassment or any of the allegations therein if:
- The respondent is no longer enrolled or employed by CPCS;
- A complainant notifies the Coordinator in writing that the complainant would like to withdraw the complaint or any allegations therein; or
- Specific circumstances prevent CPCS from gathering sufficient evidence to reach a determination as to the complaint or allegations therein.

Upon dismissal, the Coordinator or designee will promptly send written notice of the dismissal and reason(s) therefore simultaneously to the parties. Dismissal under Title IX does not preclude action under another applicable CPCS policy.

Notice of the Allegations

[2] Inculpatory means tending to impute guilt or fault, and exculpatory means tending to absolve from guilt or fault.

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Upon receipt of a formal complaint of sexual harassment, the Coordinator or designee will provide written notice of the allegations to the parties whose identities are known. The notice will include:

- CPCS's grievance procedures and any informal resolution process;
- The allegations of sexual harassment including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details includes the identities of the parties involved in the incident(s), if known, the conduct allegedly constituting sexual harassment under Title IX, and the date(s) and location(s) of the alleged incident(s), if known;
- A statement that the respondent is presumed not responsible for the alleged conduct and a determination regarding responsibility is made at the conclusion of the grievance process;
- A statement that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence; and
- A statement that CPCS prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

Emergency Removal

CPCS may place a non-student employee respondent on administrative leave during the pendency of the grievance procedures in accordance with CPCS's policies.

CPCS may remove a respondent from CPCS's education program or activity on an emergency basis, in accordance with CPCS's policies, provided that CPCS undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any person arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

This provision must not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

Informal Resolution

At any time after a formal complaint of sexual harassment is filed and prior to determining whether sexual harassment occurred under CPCS's Title IX grievance procedures, CPCS may offer an informal resolution process to the parties. CPCS will not offer or facilitate informal resolution to resolve allegations that an employee sexually harassed a student, or when such a process would conflict with Federal, State, or local law. Parties will not be required or pressured to agree to participate in the informal resolution process.

Before initiation of the informal resolution process, CPCS will obtain the parties' voluntary, written consent to participate in the informal resolution and provide the parties with a written notice that explains:

- The allegations;
- The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint of sexual harassment arising from the same allegations;
- The right to withdraw and initiate or resume the grievance procedures at any time prior to agreeing to a resolution; and
- Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

Investigation

In most cases, a thorough investigation will take no more than thirty (30) business days. CPCS has the burden to conduct an investigation that gathers sufficient evidence to determine whether sexual harassment occurred. The investigator will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance in accordance with Title IX.

The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be used, accessed, considered, or disclosed), regardless of whether they are relevant:

- A party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless CPCS obtains that party's voluntary, written consent to do so for these grievance procedures; and
- Evidence about the complainant's sexual predisposition or prior sexual behavior, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview. The parties will not be prohibited from discussing the allegations under investigation or from gathering and presenting relevant evidence. A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.

Before the investigator completes the investigative report, CPCS will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator to consider prior to completing the investigation report.

The investigator will complete an investigation report that fairly summarizes relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.

Determination of Responsibility

Before making a determination of responsibility, the decisionmaker must afford each party the opportunity to submit written, relevant questions that a party wants to ask of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. The decisionmaker must explain to the party proposing the questions any decision to exclude a question as not relevant.

Determinations will be based on an objective evaluation of all relevant and not otherwise impermissible evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness. The standard of evidence used to determine responsibility is the preponderance of the evidence standard.

Within twenty (20) business days after CPCS sends the investigation report to the parties, the decisionmaker, who will not be the same person as the Coordinator or investigator, will simultaneously send the parties a written determination of whether sexual harassment occurred. The written determination will include:

- The allegations of sexual harassment;
- A description of the procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
- The findings of facts supporting the determination;
- The conclusions regarding the application of CPCS's code of conduct to the facts;
- The decision and rationale for each allegation;
- Any recommended disciplinary sanctions for the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
- The procedures and permissible bases for appeals.

The determination regarding responsibility becomes final either on the date that CPCS provides the parties with the written appeal decision, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

Appeals

Either party may, within five (5) business days of their receipt of CPCS's written determination of responsibility or dismissal of a formal complaint of sexual harassment, submit a written appeal to the Superintendent, who will serve as the decisionmaker for the appeal or designate a decisionmaker for the appeal.

The complainant and respondent may only appeal from a determination regarding responsibility or CPCS's dismissal of a formal complaint of sexual harassment or any allegations therein, on one or more of the following bases:

- Procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; or
- The Coordinator, investigator(s), or decisionmaker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

The decisionmaker for the appeal will not be the same person as the Coordinator, the investigator or the initial decisionmaker.

The decisionmaker for the appeal will: 1) notify the other party of the appeal in writing; 2) implement appeal procedures equally for the parties; 3) allow the parties to submit a written statement in support of, or challenging, the outcome within five (5) business days of notice of the appeal; and 4) within fifteen (15) business days of the appeal, provide a written decision simultaneously to the parties describing the result of the appeal and the rationale for the result.

Consequences

Students or employees who engage in misconduct prohibited by this Policy, knowingly make false statements or knowingly submit false information during the grievance process, may be subject to disciplinary action up to and including expulsion from CPCS or termination of employment. If there is a determination that sexual harassment occurred, the Coordinator is responsible for effective implementation of any remedies ordered by CPCS.

Training

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All Title IX Coordinators, investigators, decisionmakers, and any person who facilitates a Title IX informal resolution process will receive Title IX training and/or instruction concerning sexual harassment as required by law.

Recordkeeping

TITLE IX PROHIBITING DISCRIMINATION ON THE BASIS OF SEX POLICY
~~TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY~~

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

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

The above records will be maintained in a secure location until destroyed in accordance with applicable laws and regulations.

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TITLE IX PROHIBITING DISCRIMINATION ON THE BASIS OF SEX POLICY
~~TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY~~

TITLE IX SEX DISCRIMINATION AND HARASSMENT COMPLAINT FORM

Your Name: _____ Date: _____

Email Address: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e., specific statements and conduct; what, if any, physical contact was involved; any verbal statements etc.) (Attach additional pages, if needed):

_____

_____

_____

_____

I hereby authorize CPCS to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand that providing false information in this regard could result in disciplinary action up to and including termination or expulsion from CPCS.

_____ Date: _____
Signature of Complainant

_____
Print Name

To be completed by CPCS:

TITLE IX PROHIBITING DISCRIMINATION ON THE BASIS OF SEX POLICY
~~TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY~~

Received by: _____ Date: _____

Follow up meeting with Complainant held on: _____

~~Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, California Pacific Charter Schools ("CPCS" or the "Charter School") prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. This policy is inclusive of instances that occur on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology and through other electronic means.¶~~
~~¶~~
~~As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of mental or physical disability, sex (including pregnancy and related conditions, and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twist), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age or association with a person or group with one or more of these actual or perceived characteristics or based on any other characteristic protected under applicable state or federal law or local ordinance. Hereafter, such actions are referred to as "misconduct prohibited by this policy."¶~~
~~¶~~
~~To the extent possible, the Charter School will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to investigate, respond, address and report on such behaviors in a timely manner. The Charter School staff that witness acts of misconduct prohibited by this policy will take immediate steps to intervene when safe to do so.¶~~
~~¶~~
~~Moreover, the Charter School will not condone or tolerate misconduct prohibited by this policy by any employee, independent contractor or other person with which the Charter School does business, or any other individual, student, or volunteer. This policy applies to all employees, students, or volunteer actions and relationships regardless of position or gender. The Charter School will promptly and thoroughly investigate and respond to any complaint of misconduct prohibited by this policy in a manner that is not deliberately indifferent and will take appropriate corrective action, if warranted. The Charter School complies with all applicable state and federal~~

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TITLE IX PROHIBITING DISCRIMINATION ON THE BASIS OF SEX POLICY

~~TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY~~

~~laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this policy.¶~~

~~¶~~

~~Notification¶~~

~~When necessary under Education Code section 48985, if fifteen (15) percent or more of the pupils enrolled in the Charter School speak a single primary language other than English, this policy, and all notices, reports, and statements pertaining to this policy will be translated into the primary language and will be provided to the parent/guardian of any such students in their primary language.¶~~

~~This policy shall be made readily accessible in a prominent location on the Charter School's existing internet website in a manner that is easily accessible to parents/guardians and pupils. The Charter School shall post the following Title IX requirements in a prominent and conspicuous location on the existing web page:¶~~

1. ~~The name and contact information of the Title IX coordinator that public school, school district, county office of education, or charter school which shall include the Title IX coordinator's phone number and email address.¶~~
2. ~~The rights of a pupil and the public and the responsibilities of public school, school district, county office of education, or charter school under Title IX, which shall include, but shall not be limited to, internet web links to information about those rights and responsibilities located on the internet websites of the department's Office of Equal Opportunity and the U.S. Department of Education (ED) Office of Civil Rights (OCR), and the list of rights specified in Education Code section 221.8.¶~~
3. ~~A description of how to file a complaint under Title IX, which must include all of the following:¶~~
    - ~~a. an explanation of the statute of limitations within which a complain must be filed after an alleged incident of discrimination has occurred, and how a complaint may be filed beyond the statute of limitations.¶~~
    - ~~b. an explanation of how the complaint will be investigated and how the complainant may further pursue the complaint including, but not limited to, internet web links to this information on the U.S. ED OCR's internet web site.¶~~
    - ~~c. an internet web link to the U.S. ED OCR complaints form, and the contact information for the office, which shall include the phone number and email address for the office.¶~~
4. ~~The link to the CDE's Title IX information.¶~~

~~¶~~

~~Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinator ("Coordinator"):¶~~

~~¶~~

~~Ms. Corrie Amador, Director of Human Resources¶~~

~~Title IX/Uniform Complaint Procedure Coordinator¶~~

TITLE IX PROHIBITING DISCRIMINATION ON THE BASIS OF SEX POLICY

~~TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY~~

~~(949) 996-4556¶~~
~~camador@cal-pacs.org¶~~
~~940 South Coast Drive #185¶~~
~~Costa Mesa, CA 92626¶~~
¶
¶
¶
~~Definitions¶~~
¶
~~Prohibited Unlawful Harassment ¶~~

1. ~~Verbal conduct such as epithets, derogatory jokes or comments, or slurs.¶~~
2. ~~Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work or school because of sex, race or any other protected basis.¶~~
3. ~~Retaliation for reporting or threatening to report harassment.¶~~
4. ~~Deferential or preferential treatment based on any of the protected characteristics listed above.¶~~

¶
~~Prohibited Unlawful Harassment under Title IX¶~~
~~Title IX (20 U.S.C. § 1681 et. seq; 34 C.F.R. § 106.1 et. seq) and California state law prohibit discrimination and harassment on the basis of sex. In accordance with these existing laws, discrimination and harassment on the basis of sex in education institutions, including in the education institution's admissions and employment practices, is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination and harassment in education programs or activities conducted by the Charter School.¶~~
~~¶~~
~~The Charter School is committed to providing a work and educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action up to an including termination. Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be referred to the Coordinator, the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.¶~~
¶
~~Sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire when: ¶~~
¶

1. ~~Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress; ¶~~
2. ~~submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; ¶~~

3. ~~the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or ¶~~
4. ~~submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.¶~~

~~¶~~

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

~~¶~~

~~Sexual harassment may include, but is not limited to:¶~~

~~¶~~

1. ~~Physical assaults of a sexual nature, such as:¶~~
    a. ~~Rape, sexual battery, molestation or attempts to commit these assaults.¶~~
    b. ~~Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.¶~~
2. ~~Unwanted sexual advances, propositions or other sexual comments, such as:¶~~
    a. ~~Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.¶~~
    b. ~~Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.¶~~
    c. ~~Subjecting or threats of subjecting a student to unwelcome sexual attention or conduct or intentionally making the student's academic performance more difficult because of the student's sex.¶~~
3. ~~Sexual or discriminatory displays or publications anywhere in the educational environment, such as:¶~~
    a. ~~Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the educational environment.¶~~
    b. ~~Reading publicly or otherwise publicizing in the educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.¶~~
    c. ~~Displaying signs or other materials purporting to segregate an individual by sex in an area of the educational environment (other than restrooms or similar rooms).¶~~

    ~~¶~~

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

~~¶~~

TITLE IX PROHIBITING DISCRIMINATION ON THE BASIS OF SEX POLICY

~~TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY~~

~~Prohibited Bullying¶~~

~~¶~~

~~Bullying is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. ¶~~

~~¶~~

~~Bullying includes one or more acts committed by a student or group of students that may constitute sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:¶~~

1. ~~Placing a reasonable pupil* or pupils in fear of harm to that pupil's or those pupils' person or property.¶~~
2. ~~Causing a reasonable pupil to experience a substantially detrimental effect on the pupil's physical or mental health.¶~~
3. ~~Causing a reasonable pupil to experience substantial interference with the pupil's academic performance.¶~~
4. ~~Causing a reasonable pupil to experience a substantial interference with the pupil's ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.¶~~

~~¶~~

~~* "Reasonable pupil" is defined as a pupil, including but not limited to, an exceptional needs pupil, who exercises care, skill and judgment in conduct for a person of the same age, or for a person of the same age with the same exceptional needs.¶~~

~~¶~~

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

~~¶~~

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

~~¶~~

1. ~~A message, text, sound, video, or image.¶~~
2. ~~A post on a social network Internet Website including, but not limited to:¶~~
    a. ~~Posting to or creating a burn page. A "burn page" means an Internet Website created for the purpose of having one or more of the effects as listed in the definition of "bullying," above.¶~~
    b. ~~Creating a credible impersonation* of another actual pupil for the purpose of having one or more of the effects listed in the definition of "bullying" above.~~

*"Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.¶

c. Creating a false profile for the purpose of having one or more of the effects listed in the definition of "bullying," above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.¶

3. An act of "cyber sexual bullying" including, but not limited to:¶

a. The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in the definition of "bullying," above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.¶

b. "Cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.¶

c. Notwithstanding the definitions of "bullying" and "electronic act" above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.¶

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

¶

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

¶

Bullying and Cyberbullying Prevention Procedures¶

¶

Charter School has adopted the following procedures for preventing acts of bullying, including cyberbullying. ¶

¶

1. Cyberbullying Prevention Procedures¶

¶

Charter School advises students:¶

a. To never share passwords, personal data, or private photos online.¶

~~b. To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.¶~~

~~c. That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the public had access to it.¶~~

~~d. To consider how it would feel receiving such comments before making comments about others online.¶~~

~~¶~~

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

~~¶~~

~~**2.** Education ¶~~

~~¶~~

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

~~¶~~

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

~~¶~~

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

~~¶~~

~~Charter School informs Charter School employees, students, and parents/guardians of this policy and encourages parents/guardians to discuss this policy with their children to ensure their children understand and comply with this policy.¶~~

~~¶~~

~~**3.** Professional Development¶~~

~~¶~~

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

~~¶~~

~~Charter School informs certificated employees about the common signs that a student is a target of bullying including:¶~~

~~a. Physical cuts or injuries¶~~
~~b. Lost or broken personal items¶~~
~~c. Fear of going to school/practice/games¶~~
~~d. Loss of interest in school, activities, or friends ¶~~
~~e. Trouble sleeping or eating¶~~
~~f. Anxious/sick/nervous behavior or distracted appearance¶~~
~~g. Self-destructiveness or displays of odd behavior¶~~
~~h. Decreased self-esteem¶~~

~~¶~~

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

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

~~¶~~

~~Charter School encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for students.¶~~

~~¶~~

~~Grievance Procedures¶~~

~~¶~~

~~Scope of Grievance Procedures¶~~

~~¶~~

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

~~a. Are written and signed; ¶~~
~~b. Filed by an individual who alleges that that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying, or by one who believes any specific class of individuals has been subjected to discrimination, harassment, intimidation or bullying prohibited by this part, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying; and¶~~

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~~c. Submitted to the Charter School UCP Compliance Officer not later than six (6) months from the date the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.¶~~

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

~~¶~~

~~Reporting¶~~

~~¶~~

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

~~¶~~

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

~~¶~~

~~Ms. Corrie Amador, Director of Human Resources¶~~
~~Title IX/Uniform Complaint Procedure Coordinator¶~~
~~(949) 996-4556¶~~
~~camador@cal-pacs.org¶~~
~~940 South Coast Drive #185¶~~
~~Costa Mesa, CA 92626¶~~

~~¶~~

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

~~¶~~

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

~~¶~~

~~Students are expected to report all incidents of misconduct prohibited by this policy or other verbal, or physical abuses. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the program director, Coordinator, a staff person or a~~

~~family member so that the student can get assistance in resolving the issue in a manner that is consistent with this policy.¶~~
~~¶~~
~~The Charter School acknowledges and respects every individual's right to privacy. All reports shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes keeping the identity of the reporter confidential, as appropriate, except to the extent necessary to comply with the law, carry out the investigation and/or to resolve the issue, as determined by the Coordinator or designee on a case-by-case basis.¶~~
~~¶~~
~~The Charter School prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this policy may file a grievance using the procedures set forth in this policy. Knowingly making false statements or knowingly submitting false information during the grievance process is prohibited and may result in disciplinary action.¶~~
~~¶~~
~~All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff and any individuals designated as a coordinator, investigator, or decision-maker will receive sexual harassment training and/or instruction concerning sexual harassment as required by law.¶~~
~~¶~~
~~Supportive Measures¶~~
~~¶~~
~~Upon the receipt of an informal or formal complaint of sexual harassment, the Coordinator will promptly contact the complainant to discuss the availability of supportive measures. The Coordinator will consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint of sexual harassment, and explain the process for filing a formal complaint of sexual harassment.¶~~
~~¶~~
~~Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint of sexual harassment or where no formal complaint of sexual harassment has been filed. Such measures are designed to restore or preserve equal access to Charter School's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or Charter School's educational environment, or deter sexual harassment. Supportive measures available to complainants and respondents may include but are not limited to counseling,~~

~~extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. Charter School will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of Charter School to provide the supportive measures.~~ ¶

¶

~~Investigation and Response~~¶

¶

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

~~¶~~

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

¶

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

¶

1. ~~Notice of the Allegations~~¶
    a. ~~Upon receipt of a formal complaint of sexual harassment, the Coordinator will give all known parties written notice of its grievance process, including any voluntary informal resolution process. The notice will include:~~¶
    b. ~~A description of the allegations of sexual harassment at issue and to the extent known, the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident;~~ ¶
    c. ~~A statement that the respondent is presumed not responsible for the alleged conduct until a final decision is reached;~~ ¶
    d. ~~A statement that the parties may have an advisor of their choice, who may be an attorney, and may inspect and review evidence; and~~¶

~~c. A statement that Charter School prohibits an individual from knowingly making false statements or knowingly submitting false information during the grievance process.¶~~

~~2. Emergency Removal¶~~

~~a. Charter School may place a non-student employee respondent on administrative leave during the pendency of a formal complaint of sexual harassment grievance process in accordance with Charter School's policies. ¶~~

~~b. Charter School may remove a respondent from Charter School's education program or activity on an emergency basis, in accordance with Charter School's policies, provided that Charter School undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. ¶~~

~~c. This provision may not be construed to modify any rights under the IDEA, Section 504, or the ADA.¶~~

~~3. Informal Resolution¶~~

~~a. If a formal complaint of sexual harassment is filed, Charter School may offer a voluntary informal resolution process, such as mediation, to the parties at any time prior to reaching a determination regarding responsibility. If Charter School offers such a process, it will do the following:¶~~

~~i. Provide the parties with advance written notice of: ¶~~

~~• The allegations; ¶~~

~~• The requirements of the voluntary informal resolution process including the circumstances under which the parties are precluded from resuming a formal complaint of sexual harassment arising from the same allegations; ¶~~

~~• The parties' right to withdraw from the voluntary informal resolution process and resume the grievance process at any time prior to agreeing to a resolution; and ¶~~

~~• Any consequences resulting from participating in the voluntary informal resolution process, including the records that will be maintained or could be shared; and¶~~

~~ii. Obtain the parties' advance voluntary, written consent to the informal resolution process.¶~~

~~a. Charter School will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.¶~~

~~4. Investigation Process¶~~

~~a. The decision-maker will not be the same person(s) as the Coordinator or the investigator. Charter School shall ensure that all decision-makers and~~

~~investigators do not have a conflict of interest or bias for or against complainants or respondents.¶~~

~~b. In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the investigator determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the investigator will inform the complainant and any respondents in writing of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.¶~~

~~c. The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview.¶~~

~~d. The parties will not be prohibited from discussing the allegations under investigation or to gather and present relevant evidence.¶~~

~~e. A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.¶~~

~~f. Prior to completion of the investigative report, Charter School will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator's consideration prior to the completion of the investigation report.¶~~

~~g. The investigator will complete an investigation report that fairly summarizes relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.¶~~

~~¶~~

~~5. Dismissal of a Formal Complaint of Sexual Harassment¶~~

~~a. If the investigation reveals that the alleged harassment did not occur in Charter School's educational program in the United States or would not constitute sexual harassment even if proved, the formal complaint with regard to that conduct must be dismissed. However, such a dismissal does not preclude action under another applicable Charter School policy.¶~~

~~b. Charter School may dismiss a formal complaint of sexual harassment if:¶~~

~~i. The complainant provides a written withdrawal of the complaint to the Coordinator;¶~~

~~ii. The respondent is no longer employed or enrolled at Charter School; or ¶~~

~~iii. The specific circumstances prevent Charter School from gathering evidence sufficient to reach a decision on the formal complaint or the allegations therein.¶~~

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~~c. If a formal complaint of sexual harassment or any of the claims therein are dismissed, Charter School will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to the parties.¶~~

~~6. Determination of Responsibility¶~~

~~a. The standard of evidence used to determine responsibility is the preponderance of the evidence standard. ¶~~

~~b. Charter School will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes: ¶~~

~~i. The allegations in the formal complaint of sexual harassment; ¶~~

~~ii. All procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;¶~~

~~iii. The findings of facts supporting the determination;¶~~

~~iv. The conclusions about the application of Charter School's code of conduct to the facts; ¶~~

~~v. The decision and rationale for each allegation; ¶~~

~~vi. Any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and¶~~

~~vii. The procedures and permissible bases for appeals.¶~~

~~¶~~

~~Consequences¶~~

~~¶~~

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

~~¶~~

~~Right of Appeal ¶~~

~~¶~~

~~Should the reporting individual find Charter School's resolution unsatisfactory, the reporting individual may, within five (5) business days of notice of Charter School's decision or resolution, submit a written appeal to the Chief Executive Officer, who will review the investigation and render a final decision. ¶~~

~~¶~~

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

~~a. The complainant and the respondent shall have the same appeal rights and Charter School will implement appeal procedures equally for both parties.¶~~

~~b. Charter School will notify the other party in writing when an appeal is filed.¶~~

~~c. The decision-maker for the appeal will give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; issue a written decision describing the result of the appeal and the rationale for the result; and provide the written decision simultaneously to both parties.¶~~

~~¶~~

~~Recordkeeping¶~~

~~¶~~

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

~~Charter School will maintain the following records for at least seven (7) years:¶~~

~~a. Records of each sexual harassment investigation, including any determination of responsibility; any audio or audiovisual recording or transcript; any disciplinary sanctions imposed on the respondent; and any remedies provided to the complainant.¶~~

~~b. Records of any appeal of a formal sexual harassment complaint and the results of that appeal.¶~~

~~c. Records of any informal resolution of a sexual harassment complaint and the results of that informal resolution.¶~~

~~d. All materials used to train Title IX coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.¶~~

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

~~¶~~

~~TITLE IX, Harassment, Intimidation, Discrimination & Bullying ¶~~
~~COMPLAINT FORM¶~~

~~¶~~

~~Your Name: _____ Date: _____~~

~~Date of Alleged Incident(s): _____¶~~

~~Name of Person(s) you have a complaint against: _____¶~~

~~List any witnesses that were present: _____¶~~

~~Where did the incident(s) occur? _____¶~~

~~Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):¶~~

TITLE IX PROHIBITING DISCRIMINATION ON THE BASIS OF SEX POLICY

~~TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY~~

~~I hereby authorize the Charter School to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand that providing false information in this regard could result in disciplinary action up to and including termination.¶~~

~~¶~~

~~Signature of Complainant Date¶~~

~~¶~~

~~Print Name¶~~

~~¶~~

~~To be completed by the Charter School:¶~~

~~¶~~

~~Received by: Date¶~~

~~¶~~

~~Follow up meeting with complainant held on:~~

HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

Discrimination, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, California Pacific Charter Schools ("CPCS") prohibits any acts of discrimination, harassment, intimidation, and bullying altogether.

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

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

This policy applies to incidents occurring on the school campus, at school-sponsored events and activities regardless of the location, through school-owned technology, and through other electronic means, whether perpetrated by a student, employee, parent/guardian, volunteer, independent contractor or other person with whom CPCS does business, and all acts of CPCS's Board of Directors ("Board") in enacting policies and procedures that govern CPCS.

CPCS complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this Policy.

Definitions

Harassment means conduct based upon one or more of the protected characteristics listed above that is severe or pervasive, which unreasonably disrupts an individual's educational or work environment or that creates a hostile educational or work environment. Harassment includes, but is not limited to:

- Verbal conduct such as epithets, derogatory jokes, comments or slurs.

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- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work or school based on any of the protected characteristics listed above.
- Retaliation for reporting or threatening to report harassment.
- Deferential or preferential treatment based on any of the protected characteristics listed above.

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

- Placing a reasonable student [1] or students in fear of harm to that student's or those students' person or property.
- Causing a reasonable student to experience a substantially detrimental effect on the student's physical or mental health.
- Causing a reasonable student to experience a substantial interference with the student's academic performance.
- Causing a reasonable student to experience a substantial interference with the student's ability to participate in or benefit from the services, activities, or privileges provided by CPCS.

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

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

- A message, text, sound, video, or image.
- A post on a social network Internet Web site including, but not limited to:
    - Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in the definition of "bullying," above.
    - Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in the definition of "bullying," above. "Credible impersonation" means to knowingly and without consent impersonate a

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

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student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
    - Creating a false profile for the purpose of having one or more of the effects listed in the definition of "bullying," above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
- An act of "Cyber sexual bullying" including, but not limited to:
    - The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in the definition of "bullying," above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
    - "Cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- Notwithstanding the definitions of "bullying" and "electronic act" above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

Bullying and Cyberbullying Prevention Procedures

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

Cyberbullying Prevention Procedures
CPCS advises students:

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

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

Education

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

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

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

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

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

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

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

CPCS also informs certificated employees about the groups of students determined by CPCS and available research to be at elevated risk for bullying and provides its certificated employees with information on existing school and community resources related to the support of these groups. These groups include but are not limited to:

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

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

Complaint Procedures

Scope of the Complaint Procedures

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

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

CPCS will comply with its Title IX Policy when investigating and responding to complaints alleging sex discrimination, including sex-based harassment, in its education program or activity, as applicable.

The following procedures shall be utilized for complaints of misconduct prohibited by this Policy that do not fall within the scope of CPCS's Title IX Policy or comply with the writing, timeline, or other formal filing requirements of the UCP. A copy of CPCS's Title IX Policy and UCP is available in the main office.

Submitting a Report or Complaint

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

Reports and complaints of misconduct prohibited by this Policy shall be submitted to the school administrator (or the Superintendent if the complaint is against the school administrator) as soon as possible after the incidents giving rise to the report or complaint.

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

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

Students are expected to report all incidents of misconduct prohibited by this Policy and other verbal or physical abuses. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the school administrator, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.

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

CPCS prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a grievance using the procedures set forth in this Policy.

Investigation and Response
Upon receipt of a report or complaint of misconduct prohibited by this Policy, the school administrator or designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than twenty-five (25) school days.

At the conclusion of the investigation, the school administrator or designee will, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation and resolution of the incident/situation. However, the school administrator or designee will not reveal confidential information related to other students or employees.

If the complaint is against the Superintendent, a non-employee Board member who is not the Board Chair or a parent/guardian of a student at CPCS will conduct a fact-finding investigation and provide the complainant with information about the investigation and resolution of the incident/situation.

Consequences
Students or employees who engage in misconduct prohibited by this Policy may be subject to disciplinary action up to and including expulsion from CPCS or termination of employment.

Right of Appeal

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Should a complainant find CPCS's resolution unsatisfactory, for complaints within the scope of this Policy, the complainant may, within five (5) business days of notice of CPCS's decision or resolution, submit a written appeal to the Superintendent of the CPCS Board, who will serve as the decisionmaker for the appeal or designate a decisionmaker for the appeal. The decision-maker for the appeal will notify the complainant of the final decision.

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HARASSMENT, INTIMIDATION, DISCRIMINATION & BULLYING COMPLAINT FORM

Your Name: _____ Date: _____

Email Address: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e., specific statements and conduct; what, if any, physical contact was involved; any verbal statements etc.) (Attach additional pages, if needed):

_____

_____

_____

_____

I hereby authorize CPCS to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

_____ Date: _____
Signature of Complainant

_____
Print Name

To be completed by CPCS:

Received by: _____ Date: _____

Follow up Meeting with Complainant held on: _____

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STUDENT SERVICES 5016-CPCS

HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

Discrimination, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, California Pacific Charter Schools ("CPCS") prohibits any acts of discrimination, harassment, intimidation, and bullying altogether.

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

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

This policy applies to incidents occurring on the school campus, at school-sponsored events and activities regardless of the location, through school-owned technology, and through other electronic means, whether perpetrated by a student, employee, parent/guardian, volunteer, independent contractor or other person with whom CPCS does business, and all acts of CPCS's Board of Directors ("Board") in enacting policies and procedures that govern CPCS.

CPCS complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this Policy.

Definitions

Harassment means conduct based upon one or more of the protected characteristics listed above that is severe or pervasive, which unreasonably disrupts an individual's educational or work environment or that creates a hostile educational or work environment. Harassment includes, but is not limited to:

- Verbal conduct such as epithets, derogatory jokes, comments or slurs.
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work or school based on any of the protected characteristics listed above.

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

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

- Placing a reasonable student [1] or students in fear of harm to that student's or those students' person or property.
- Causing a reasonable student to experience a substantially detrimental effect on the student's physical or mental health.
- Causing a reasonable student to experience a substantial interference with the student's academic performance.
- Causing a reasonable student to experience a substantial interference with the student's ability to participate in or benefit from the services, activities, or privileges provided by CPCS.

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

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

- A message, text, sound, video, or image.
- A post on a social network Internet Web site including, but not limited to:
    - Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in the definition of "bullying," above.
    - Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in the definition of "bullying," above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student

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

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would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
    - Creating a false profile for the purpose of having one or more of the effects listed in the definition of "bullying," above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
- An act of "Cyber sexual bullying" including, but not limited to:
    - The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in the definition of "bullying," above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
    - "Cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- Notwithstanding the definitions of "bullying" and "electronic act" above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

Bullying and Cyberbullying Prevention Procedures

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

Cyberbullying Prevention Procedures

CPCS advises students:

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

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

Education

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

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

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

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

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

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

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

CPCS also informs certificated employees about the groups of students determined by CPCS and available research to be at elevated risk for bullying and provides its certificated employees with information on existing school and community resources related to the support of these groups. These groups include but are not limited to:

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

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

Complaint Procedures

Scope of the Complaint Procedures

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

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

CPCS will comply with its Title IX Policy when investigating and responding to complaints alleging sex discrimination, including sex-based harassment, in its education program or activity, as applicable.

The following procedures shall be utilized for complaints of misconduct prohibited by this Policy that do not fall within the scope of CPCS's Title IX Policy or comply with the writing, timeline, or other formal filing requirements of the UCP. A copy of CPCS's Title IX Policy and UCP is available in the main office.

Submitting a Report or Complaint

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

Reports and complaints of misconduct prohibited by this Policy shall be submitted to the school administrator (or the Superintendent if the complaint is against the school administrator) as soon as possible after the incidents giving rise to the report or complaint.

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

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

Students are expected to report all incidents of misconduct prohibited by this Policy and other verbal or physical abuses. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the school administrator, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.

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

CPCS prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a grievance using the procedures set forth in this Policy.

Investigation and Response

Upon receipt of a report or complaint of misconduct prohibited by this Policy, the school administrator or designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than twenty-five (25) school days.

At the conclusion of the investigation, the school administrator or designee will, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation and resolution of the incident/situation. However, the school administrator or designee will not reveal confidential information related to other students or employees.

If the complaint is against the Superintendent, a non-employee Board member who is not the Board Chair or a parent/guardian of a student at CPCS will conduct a fact-finding investigation and provide the complainant with information about the investigation and resolution of the incident/situation.

Consequences

Students or employees who engage in misconduct prohibited by this Policy may be subject to disciplinary action up to and including expulsion from CPCS or termination of employment.

Right of Appeal

Powered by BoardOnTrack

Should a complainant find CPCS's resolution unsatisfactory, for complaints within the scope of this Policy, the complainant may, within five (5) business days of notice of CPCS's decision or resolution, submit a written appeal to the Superintendent of the CPCS Board, who will serve as the decisionmaker for the appeal or designate a decisionmaker for the appeal. The decisionmaker for the appeal will notify the complainant of the final decision.¶

~~Discrimination, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, California Pacific Charter Schools ("CPCS" or the "Charter School") prohibits any acts of discrimination, harassment, intimidation, and bullying altogether.~~ ¶

¶

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

¶

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

¶

~~This policy applies to incidents occurring at the school administrative office, at school-sponsored events and activities regardless of the location, through school-owned technology, and through other electronic means, whether perpetrated by a student, employee, parent/guardian, volunteer, independent contractor or other person with whom CPCS does business, and all acts of CPCS's Board of Directors ("Board") in enacting policies and procedures that govern CPCS.[2]~~¶

¶

~~CPCS complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this Policy.~~¶

¶

~~**Definitions**~~¶

¶

---

[2] ~~This policy becomes effective on August 1, 2024. Conduct occurring before August 1, 2024 will be addressed in accordance with the former version of this policy, which was entitled "Title IX, Harassment, Intimidation, Discrimination and Bullying Policy."~~¶

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Harassment means conduct based upon one or more of the protected characteristics listed above that is severe or pervasive, which unreasonably disrupts an individual's educational or work environment or that creates a hostile educational or work environment. Harassment includes, but is not limited to:¶

- Verbal conduct such as epithets, derogatory jokes, comments or slurs.¶
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work or school based on any of the protected characteristics listed above.¶
- Retaliation for reporting or threatening to report harassment.¶
- Deferential or preferential treatment based on any of the protected characteristics listed above.¶

¶

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

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

¶

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

¶

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

¶

1. A message, text, sound, video, or image.¶
2. A post on a social network Internet Web site including, but not limited to:¶

[3] "Reasonable student" is defined as a student, including, but not limited to, a student with exceptional needs, who exercises average care, skill and judgment in conduct for a person of the student's age, or for a person of the student's age with the student's exceptional needs.¶

¶

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a. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in the definition of "bullying," above.¶
b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in the definition of "bullying," above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.¶
c. Creating a false profile for the purpose of having one or more of the effects listed in the definition of "bullying," above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.¶

3. An act of "Cyber sexual bullying" including, but not limited to:¶
   a. The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in definition of "bullying," above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act. ¶
   b. "Cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.¶
4. Notwithstanding the definitions of "bullying" and "electronic act" above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.¶

¶

Bullying and Cyberbullying Prevention Procedures¶

¶

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

¶

Cyberbullying Prevention Procedures¶

CPCS advises students:¶

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

¶

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

¶

Education ¶

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

¶

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

¶

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

¶

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

¶

Professional Development¶

CPCS annually makes available the online training module developed by the California Department of Education pursuant Education Code section 32283.5(a) to its certificated employees and all other CPCS employees who have regular interaction with students. Additionally, staff will complete cyberbullying training online through the School's annual program.¶

¶

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

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

¶

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CPCS also informs certificated employees about the groups of students determined by CPCS and available research to be at elevated risk for bullying and provides its certificated employees with information on existing school and community resources related to the support of these groups. CPCS encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for CPCS's students.¶

¶

Complaint Procedures¶

¶

Scope of the Complaint Procedures¶

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

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

¶

CPCS will comply with its Title IX Policy when investigating and responding to complaints alleging sex discrimination, including sex-based harassment, in its education program or activity, as applicable. ¶

¶

The following procedures shall be utilized for complaints of misconduct prohibited by this Policy that do not fall within the scope of CPCS's Title IX Policy or comply with the writing, timeline, or other formal filing requirements of the UCP. A copy of CPCS's Title IX Policy and UCP is available on the school's website.¶

¶

Submitting a Report or Complaint ¶

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

¶

Reports and complaints of misconduct prohibited by this Policy shall be submitted to the Superintendent (or the Secretary of the Board if the complaint is against the Superintendent) as soon as possible after the incidents giving rise to the report or complaint. ¶

¶

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

¶

While submission of a written report is not required, and CPCS will investigate and respond to all oral and written reports of misconduct prohibited by this Policy, the reporting party is encouraged to submit a written report. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report. Reports and subsequent related documentation will be kept on file by CPCS for a minimum of one year.¶

¶

Students are expected to report all incidents of misconduct prohibited by this Policy and other verbal or physical abuses. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the Superintendent, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.¶

¶

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

¶

CPCS prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a grievance using the procedures set forth in this Policy.¶

¶

Investigation and Response¶

Upon receipt of a report or complaint of misconduct prohibited by this Policy, the Superintendent or designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than sixty days. ¶

¶

At the conclusion of the investigation, the Superintendent or designee will, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation and resolution of the incident/situation. However, the Superintendent or designee will not reveal confidential information related to other students or employees.¶

¶

If the complaint is against the Superintendent, a non-employee Board member who is not the Board Chair or a parent/guardian of a student at CPCS will conduct a fact-finding investigation and provide the complainant with information about the investigation and resolution of the incident/situation.¶

¶

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Consequences ¶

Students or employees who engage in misconduct prohibited by this Policy may be subject to disciplinary action up to and including expulsion from CPCS or termination of employment. ¶

¶

Right of Appeal¶

Should a complainant find CPCS's resolution unsatisfactory, for complaints within the scope of this Policy, the complainant may, within five (5) business days of notice of CPCS's decision or resolution, submit a written appeal to the Superintendent or the Chair of the CPCS Board if the complaint is against the Superintendent, who will serve as the decision maker for the appeal or designate a decisionmaker for the appeal. The decisionmaker for the appeal will notify the complainant of the final decision.¶

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HARASSMENT, INTIMIDATION, DISCRIMINATION & BULLYING COMPLAINT FORM

Your Name: _____ Date: _____

Email Address: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e., specific statements and conduct; what, if any, physical contact was involved; any verbal statements etc.) (Attach additional pages, if needed):

_____

_____

_____

_____

I hereby authorize CPCS to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

_____ Date: _____
Signature of Complainant

_____
Print Name

To be completed by CPCS:

Received by: _____ Date: _____

Follow up Meeting with Complainant held on: _____

4865-0092-2159, v. 4

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ACCEPTABLE USE POLICY

California Pacific Charter Schools and its programs (hereinafter, collectively "CPCS" or the "Charter Schools") provides enrolled students with access to technology resources—including devices, digital platforms, and online accounts—for the sole purpose of supporting a high-quality, standards-aligned, online educational program. The purpose of this Acceptable Use Policy (AUP) is to ensure that all students utilize school-issued technology in a safe, responsible, and academically appropriate manner.

This policy applies to all CPCS-provided devices (e.g., laptops, Chromebooks, internet hotspots), digital accounts (e.g., Google Workspace and Zoom), and third-party services (e.g., instructional platforms and applications) used by students enrolled in CPCS.

CPCS implements and enforces technology protection measures that block or filter internet access to visual depictions that are obscene, constitute child pornography, or, with respect to the use of computers by minors, are harmful to minors. The filtering system is active on all school-issued devices and accounts and may only be disabled for adults conducting bona fide research or other lawful purposes.

Ownership and Monitoring

All school-issued devices, accounts, and associated technology resources remain the property of CPCS. Students shall have no expectation of privacy when using CPCS equipment, platforms, or services. The school reserves the right to monitor, audit, and access all student activity on school-provided systems to ensure adherence to this policy.

Monitoring activities may include, but are not limited to:

- Reviewing internet browsing history, email transmissions, and platform usage
- Scanning files stored on school devices
- Retaining and reviewing internet usage logs
- Observing student conduct during virtual instruction sessions
- Conducting targeted reviews when there is suspicion of inappropriate use

User Responsibilities

Students are expected to:

- Use CPCS-issued technology exclusively for academic purposes
- Access digital platforms through school-authorized portals (e.g., Google Single Sign-On)
- Maintain the confidentiality of account credentials and passwords

- Promptly report any suspected security breaches or inappropriate activity to school staff
- Engage professionally and respectfully in all virtual learning environments

Parents/Guardians are expected to:

- Supervise and support their students' appropriate use of technology in the home setting
- Reinforce the expectations outlined in this policy
- Ensure that CPCS-issued devices are maintained in good working condition and returned upon withdrawal or graduation

Acceptable and Prohibited Use

This policy does not attempt to articulate all required or proscribed behavior by users. The following characterize, but do not exhaustively list all behavior.

Acceptable Use Includes:

- Participating in live instruction and academic assessments
- Accessing school-approved educational tools, platforms, and learning management systems
- Communicating with teachers and staff through authorized school channels
- Conducting research, submitting assignments, and collaborating on academic work

Prohibited Use Includes, but is not limited to:

- Accessing, creating, or distributing materials that are obscene, pornographic, defamatory, discriminatory, threatening, or otherwise inappropriate for an educational setting
- Using profane, harassing, inflammatory, or otherwise disrespectful language in any school-related communication
- Cyberbullying, cyber sexual bullying, social media harassment, or creating fake online profiles to impersonate others
- Installing unauthorized software or extensions on CPCS devices
- Using VPNs, proxies, or similar tools to bypass content filters or monitoring systems
- Sharing login credentials or logging in using another individual's account
- Recording, photographing, or distributing virtual classes or other students/staff without explicit consent
- Using CPCS technology for personal, commercial, or non-educational activities
- Engaging in illegal or dangerous activities, including hacking, spreading malware, or accessing criminal/dangerous instructional content

- Accessing sites requiring users to be 18 years or older

Buying, selling, or advertising goods/services without written authorization

Digital Safety and Citizenship

CPCS is committed to fostering digital citizenship and promoting online safety. Students are expected to:

- Protect their personal information and refrain from sharing sensitive data online (e.g., address, phone number, passwords)
- Protect the personal information of others and not disclose it without consent
- Avoid arranging in-person meetings with online contacts without express parent/guardian permission
- Practice respectful and responsible online communication
- Report any inappropriate content, suspicious activity, or safety concerns to CPCS staff

The school shall provide students with instruction on safe and appropriate technology use, including best practices for privacy, media literacy, and online interactions.

Use of Third-Party Applications

CPCS utilizes a variety of approved third-party platforms to support academic instruction. These may include tools such as Google Docs, Zoom, Freckle, NearPod and Padlet. Students are expected to:

- Use these resources for educational purposes only
- Follow platform-specific guidelines
- Acknowledge that CPCS is not liable for actions or service interruptions caused by external vendors

System Integrity and Equipment Care

Students shall:

- Refrain from actions that disrupt, degrade, or damage CPCS technology or networks
- Not establish unauthorized networks or access points

- Keep all technology equipment clean, secure, and free from food, drink, and vandalism
- Treat all school property with care and report damage immediately

In accordance with California Education Code Section 48904, families may be held financially liable for lost, stolen, or willfully damaged technology.

Consequences for Policy Violations

Violations of this policy may result in one or more of the following consequences:

- Verbal or written warnings
- Temporary or permanent loss of technology privileges
- Mandatory completion of a digital citizenship or cyber safety training module
- Disciplinary action consistent with the CPCS Board Policies and Parent/Student Handbook, including suspension or expulsion
- Financial restitution for damage or loss of school property
- Referral to appropriate legal authorities, when applicable

For further clarification regarding this policy or to report a concern, please contact a school administrator.

STUDENT SERVICES **5045-CPCS**

ACCEPTABLE USE POLICY

California Pacific Charter Schools and its programs (hereinafter, collectively "CPCS" or the "Charter Schools") provides enrolled students with access to technology resources—including devices, digital platforms, and online accounts—for the sole purpose of supporting a high-quality, standards-aligned, online educational program. The purpose of this Acceptable Use Policy (AUP) is to ensure that all students utilize school-issued technology in a safe, responsible, and academically appropriate manner.

This policy applies to all CPCS-provided devices (e.g., laptops, Chromebooks, internet hotspots), digital accounts (e.g., Google Workspace and Zoom), and third-party services (e.g., instructional platforms and applications) used by students enrolled in CPCS.

CPCS implements and enforces technology protection measures that block or filter internet access to visual depictions that are obscene, constitute child pornography, or, with respect to the use of computers by minors, are harmful to minors. The filtering system is active on all school-issued devices and accounts and may only be disabled for adults conducting bona fide research or other lawful purposes.

~~provides technology resources and user accounts to its students solely for educational purposes. Expanding technologies provide tremendous opportunities for enhancing, extending, and rethinking the learning process. The goal of providing these resources is to promote educational excellence by facilitating resource sharing, innovation, and communication with the support and supervision of the parent and credentialed teacher. This access also brings potential exposure to material that may not hold educational value or may be harmful or disruptive to the student's learning experience.¶~~

~~¶~~

~~The purpose of this policy is to ensure that student internet access and use on school-owned devices and school-issued accounts will be appropriate and used only for educational purposes, consistent with the acceptable standards of the school.~~

Ownership and Monitoring

All school-issued devices, accounts, and associated technology resources remain the property of CPCS. Students shall have no expectation of privacy when using CPCS equipment, platforms, or services. The school reserves the right to monitor, audit, and access all student activity on school-provided systems to ensure adherence to this policy.

Monitoring activities may include, but are not limited to:

- Reviewing internet browsing history, email transmissions, and platform usage
- Scanning files stored on school devices
- Retaining and reviewing internet usage logs
- Observing student conduct during virtual instruction sessions
- Conducting targeted reviews when there is suspicion of inappropriate use

~~**All device equipment (computers, Chromebooks, hotspots, etc), accounts, programs, supporting materials, and peripherals of any nature that the student receives from the school are loaned to the student for educational purposes only and belong to the school. As a condition of receiving and using any such equipment or account, the student and the student's parents/guardians acknowledge that there is no right of or expectation of privacy whatsoever related to the student's use. The school retains the right to monitor, at all times, Internet, computer, and school account activity accessed by this equipment, review any material stored in files on such equipment, edit or remove any material which the school staff, in its sole discretion, believes violates the above standards, and terminate the Technology/Equipment Usage Agreement of any persons violating the conditions set forth in this policy.¶**~~

~~**¶**~~

~~**Information services such as online educational resources and student accounts provided by CPCS may occasionally require new registration and account information to continue the service. This will require the School to give out certain portions of students' personal information to one or more 3rd party vendor(s) required for this requested service, such as logon information, etc. Student and parent's signatures of the Technology/Equipment Usage Agreement and use of said devices or school-provided online resources indicate specific consent to such release of personal information.**~~

User Responsibilities

Students are expected to:

- Use CPCS-issued technology exclusively for academic purposes
- Access digital platforms through school-authorized portals (e.g., Google Single Sign-On)
- Maintain the confidentiality of account credentials and passwords
- Promptly report any suspected security breaches or inappropriate activity to school staff
- Engage professionally and respectfully in all virtual learning environments

Parents/Guardians are expected to:

ACCEPTABLE USE POLICY

- Supervise and support their students' appropriate use of technology in the home setting
- Reinforce the expectations outlined in this policy
- Ensure that CPCS-issued devices are maintained in good working condition and returned upon withdrawal or graduation

~~Students using the Internet, school-issued devices, and school-issued accounts shall be closely supervised by the parent/guardian. Students and their parents are ultimately responsible for the materials accessed through the use of student Internet accounts and sessions. Parents or guardians will be responsible for the supervision of students using the Internet.¶~~

~~¶~~

~~The California Computer Crime Bill (1979) added section 502 to the Penal Code making it a felony to intentionally access any computer or system or network for certain purposes, including:¶~~

~~¶~~

1) ~~Devising or executing any scheme or artifice to defraud or extort or,¶~~
2) ~~Wrongfully control or obtain money, property, or data.¶~~
3) ~~Knowingly accesses and without permission adds, alters, damages, deletes, or destroys any data, computer software, or computer programs that reside or exist internal or external to a computer, computer system, or computer network.¶~~
4) ~~Knowingly and without permission accesses or causes to be accessed any computer, computer system, or computer network¶~~
5) ~~Knowingly introduces any computer contaminant into any computer, computer system, or computer network.~~

~~¶~~

~~Anyone committing acts of this kind, or any other actions prohibited by law with school-owned computers and/or equipment will face legal action and disciplinary procedures.¶~~

~~¶~~

~~It is the intent of this policy to protect students from inappropriate information. However, CPCS staff cannot screen all of the materials available on the Internet. Willful access to inappropriate material in any form by students as well as the importation of any material from "outside sources" to school-issued accounts or on school-owned computers and/or equipment is a violation of this policy and may result in disciplinary action including, but not limited to, the school account and school-provided device equipment being restricted, suspended or revoked, and/or discipline, up to and including, the expulsion of the student. Students, staff and parents hold a joint responsibility to ensure that inappropriate material is not displayed or available on any school-issued device or school account.¶~~

~~¶~~

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ACCEPTABLE USE POLICY

~~Parents/guardians will teach the student about Internet safety, including how to protect online privacy and how to avoid online predators using resources such as materials available at: http://www.digitalcitizenship.net. CPCS has adopted internet safety policies in accordance with applicable laws, including the Children's Internet Protection Act, which will be provided to parents/guardians. CPCS has also implemented device and student account monitoring software to further protect and limit student Internet access and activity~~.

Acceptable and Prohibited Use

This policy does not attempt to articulate all required or proscribed behavior by users. ~~Misuse may come in many forms; it is commonly viewed as any transmission(s) sent or received that suggest or indicate pornography, unethical or illegal solicitation, racism, sexism and inappropriate language.¶~~

~~¶~~

The following characterize, but do not exhaustively list all ~~unacceptable~~ behavior.

Acceptable Use Includes:

- Participating in live instruction and academic assessments
- Accessing school-approved educational tools, platforms, and learning management systems
- Communicating with teachers and staff through authorized school channels
- Conducting research, submitting assignments, and collaborating on academic work

Prohibited Use Includes, but is not limited to:

- Accessing, creating, or distributing materials that are obscene, pornographic, defamatory, discriminatory, threatening, or otherwise inappropriate for an educational setting
- Using profane, harassing, inflammatory, or otherwise disrespectful language in any school-related communication
- Cyberbullying, cyber sexual bullying, social media harassment, or creating fake online profiles to impersonate others
- Installing unauthorized software or extensions on CPCS devices
- Using VPNs, proxies, or similar tools to bypass content filters or monitoring systems
- Sharing login credentials or logging in using another individual's account
- Recording, photographing, or distributing virtual classes or other students/staff without explicit consent
- Using CPCS technology for personal, commercial, or non-educational activities

ACCEPTABLE USE POLICY

- Engaging in illegal or dangerous activities, including hacking, spreading malware, or accessing criminal/dangerous instructional content
- Accessing sites requiring users to be 18 years or older
- Buying, selling, or advertising goods/services without written authorization.¶

¶

~~1) Using the school-funded Internet/computer system for illegal, inappropriate, or obscene purposes or in support of such activities.¶~~
~~2) Utilizing the school-funded Internet/computer system for any illegal activity including violation of copyrights or other contracts relating to licensed uses.¶~~
~~3) Utilizing the school-funded Internet/computer system for personal activity, and/or permitting a non-assigned student user to use the device for personal activity.¶~~
~~4) Intentionally disrupting equipment or system performance.¶~~
~~5) Intentionally manipulating equipment devices and system locations to bypass or skew user access locations.¶~~
~~6) Installing, using, and/or manipulating VPNs to mask school-issued devices and school-issued account IP addresses and locations.¶~~
~~7) Downgrading the equipment or system performance.¶~~
~~8) Damaging or misusing any hardware or software, including on school-issued accounts and in online programs.¶~~
~~9) Utilizing the school's computing resources for commercial/financial gain or fraud.¶~~
~~10) Pirating and/or theft of data, equipment, or intellectual property.¶~~
~~11) Gaining or seeking to gain unauthorized access to resources or entities.¶~~
~~12) Sharing of or providing access to, including student account logon information, school systems, accounts, and other documents to external individuals or entities.¶~~
~~13) Utilizing the system to encourage the use of drugs, alcohol or tobacco or any promotion or attempt to promote any unethical behavior.¶~~
~~14) Using harassing, abusive or obscene language.¶~~
~~15) Annoying, harassing, or intentionally offending another person.¶~~
~~16) Introducing computer viruses into the system.¶~~
~~17) Forging electronic mail messages or using access owned by, or used by another.¶~~
~~18) Forging or corrupting system coding to impact the information and/or results displayed within the system. ¶~~
~~19) Wasting resources.¶~~
~~20) Invading the privacy of others.¶~~

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~~21) Possessing data in any form (including hard copy or disk) which might be considered a violation of these rules.¶~~

~~The parent/guardian is also responsible to report any misuse of the information system to school administration. All the rules of conduct described apply when on the Internet or using school-owned devices.¶~~

~~¶~~

Digital Safety and Citizenship

CPCS is committed to fostering digital citizenship and promoting online safety. Students are expected to:

- Protect their personal information and refrain from sharing sensitive data online (e.g., address, phone number, passwords)
- Protect the personal information of others and not disclose it without consent
- Avoid arranging in-person meetings with online contacts without express parent/guardian permission
- Practice respectful and responsible online communication
- Report any inappropriate content, suspicious activity, or safety concerns to CPCS staff

The school shall provide students with instruction on safe and appropriate technology use, including best practices for privacy, media literacy, and online interactions.

Use of Third-Party Applications

CPCS utilizes a variety of approved third-party platforms to support academic instruction. These may include tools such as Google Docs, Zoom, Freckle, NearPod and Padlet. Students are expected to:

- Use these resources for educational purposes only
- Follow platform-specific guidelines
- Acknowledge that CPCS is not liable for actions or service interruptions caused by external vendors

System Integrity and Equipment Care

Students shall:

- Refrain from actions that disrupt, degrade, or damage CPCS technology or networks
- Not establish unauthorized networks or access points
- Keep all technology equipment clean, secure, and free from food, drink, and vandalism
- Treat all school property with care and report damage immediately

In accordance with California Education Code Section 48904, families may be held financially liable for lost, stolen, or willfully damaged technology.

Consequences for Policy Violations
~~**of non-compliance**~~

Violations of this policy may result in one or more of the following consequences:

- Verbal or written warnings
- Temporary or permanent loss of technology privileges
- Mandatory completion of a digital citizenship or cyber safety training module
- Disciplinary action consistent with the CPCS Board Policies and Parent/Student Handbook, including suspension or expulsion
- Financial restitution for damage or loss of school property
- Referral to appropriate legal authorities, when applicable

For further clarification regarding this policy or to report a concern, please contact a school administrator.

~~As with any other violation of school rules and regulations, consequences of violations include, but are not limited to, the following:¶~~

~~1) Limitations on school-provided email/school account access¶~~
~~2) Suspension of school-provided email/school account access¶~~
~~3) Revocation of school-provided email/school account access ¶~~
~~4) Suspension of school-funded Internet/hotspot access¶~~
~~5) Revocation of school-funded Internet/hotspot access¶~~
~~6) Limitations of school-funded computer access¶~~
~~7) Suspensions of school-funded computer access¶~~
~~8) Revocation of school-funded computer access¶~~

~~9) Mandatory digital citizenship and cyber safety courses¶~~
~~10) Disciplinary processes up to expulsion or involuntary withdrawal¶~~
~~11) Legal action and prosecution¶~~
~~12) Financial liability for loss of Internet/computer system¶~~

~~¶~~

~~The parent/guardian is responsible to abide by and ensure the student abides by the provisions and conditions of this policy and that any violations of the above provisions may result in disciplinary action, a partial or full revoking of the user account, and appropriate legal action. The parent/guardian will be notified by an administrator or designee of any acceptable use violations and enacted and/or proposed consequences. A conference may be held to further review infractions and consequences.¶~~

~~¶~~

~~In accordance with Education Code (EC) Section 48904.3(a) and (b), a hold will be placed on academic records (grades, transcripts, and diploma) for students who fail to return school-issued property or have outstanding fines resulting from damage to school issued technology.~~

STUDENT SERVICES 5050-CPCS

ACADEMIC INTEGRITY POLICY

California Pacific Charter Schools and its programs (hereinafter, collectively "CPCS" or the "Charter Schools") consider academic honesty to be one of its highest values. Students are expected to be the sole authors of their work and to exhibit honest behavior and academic integrity across all assignments and assessments. The purpose of this policy is to create and maintain ethics and integrity in all academic endeavors and to provide our students with an understanding of what is and is not acceptable when it comes to academic honesty.

ACADEMIC DISHONESTY

Academic dishonesty occurs when a student either intentionally or unintentionally cheats, misuses work, produces work or responses that are not the student's own, plagiarizes, or fabricates information.

Reasons for Academic Dishonesty

Studies show that students engage in academic dishonesty for a number of reasons, including, but not limited to:

- Peer pressure
- Performance anxiety
- Excuse making
- Poor time management
- Situations that encourage academic dishonesty
- Self-justification habits
- Unfamiliarity with what constitutes academic dishonesty
- Lack of understanding about the consequences

CPCS expects a full commitment to academic integrity from each student. CPCS upholds a zero tolerance policy for violations of academic integrity. It is important for students to communicate with their teachers if they need support or are having difficulties with an assignment and/or assessment.

Examples of Academic Dishonesty

Though not a comprehensive or exhaustive list, the following are some examples of dishonesty or unethical behavior:

- Any form of cheating, including but not limited to:

  - Using search engines or other sites and resources to look up answers to questions on assignments or assessments (quizzes, tests, exams).
  - Using unauthorized resources or materials on assessments.
  - Soliciting and receiving answers from another student, parent, guardian, or other individual to complete assessment or assignment questions.
  - Having someone else, including a parent, guardian, sibling, friend, or learning coach, complete your assignment or assessment..
  - Submitting an assignment that was completed by an artificial intelligence (AI) generator, which does not contain student original work.
  - Misusing technology, including the use of personal devices such as cell phones, to bypass school computer blockers to look up and use answers to complete assignments or assessments.
  - Not following procedures required for virtual proctoring.
- Plagiarism of any kind, including self-plagiarism. See below for specific examples of self-plagiarism.
- Falsifying or fabricating data or other information. Examples include, but are not limited to:
  - Manipulating program coding
  - Manipulating grade reports and scores
- Deception of any kind by providing misleading or untrue information.
- Bribing or paying someone or a company to complete the assignment or assessment for you.
- Impersonation
  - Allowing and providing access to someone, including a parent, guardian, or learning coach, to impersonate you so that they can complete work for you through any of your student accounts.
  - Agreeing to impersonate another student and log in as them to complete their work.
- Assisting another student with reasonable knowledge that the other student intends to commit any act of academic dishonesty. This offense would include, but is not limited to, providing an assignment to another student to submit as his/her own work and/or allowing another student to copy answers to any test, examination, or assignment.

CONSEQUENCES AND DISCIPLINARY ACTIONS OF ACADEMIC DISHONESTY

All suspected incidents of academic dishonesty will be investigated. The school has full discretion to determine the authenticity of all student work, including requiring students to

complete work under observation with school staff, using plagiarism and AI screeners to check work authenticity, and monitoring student actions, sites visited, etc, using school device monitoring software. Teachers who suspect a student of academic dishonesty must consult with their administrator for guidance and next steps. The assigned administrator will evaluate all incidents of academic dishonesty and determine the appropriate course of action.

In the event academic dishonesty is found to have occurred in any or multiple courses during the student's enrollment at CPCS, the teacher and/or administrator or designee will communicate with the student and parent/guardian regarding the incident and resulting steps and/or consequences that will be taken to address the infraction(s), up to expulsion or involuntary withdrawal.

Parent, Guardian, or Learning Coach Support Reminder

While parents, guardians, and learning coaches are encouraged to support students by clarifying directions, guiding them through assignment steps, and uploading assignments, students are expected to complete all work independently and at their ability level. Providing excessive help—such as giving answers, writing responses, or completing assignments or assessments on the student's behalf—is a violation of this Academic Integrity Policy. The school must be able to assess what students know and can do on their own to accurately evaluate student work and progress towards meeting grade-level standards.

Student assignments or assessments determined to be overly supported or completed by someone other than the student may result in the work being rejected, a failing grade issued, the student being required to redo the assignment or assessment with a teacher to verify their own understanding and skills, and any of the other consequences outlined under the Process for Addressing Incidents of Plagiarism and Academic Integrity below.

Observation and Investigation Process

If academic dishonesty or plagiarism is suspected, CPCS reserves the right to implement any or all - of the following measures to ensure the integrity of the student's academic work and support the investigation process:

1. Virtual Face-to-Face Observation:
   Require the student to attend a virtual meeting with webcam on with CPCS staff to directly observe the student complete school assignments or assessments. Student will need to share their screen and have their upper body fully visible. Sessions may be recorded for documentation purposes.

2. Virtual Device Monitoring and Observation:
   Require the student to use their school-issued monitored device to complete all assignments and assessments, and conduct individual virtual monitoring of the student's activities through GoGuardian, screen sharing, or similar technology platforms, as deemed appropriate. In accordance with the school's acceptable use policy, CalPac issued devices have monitoring programming necessary to limit, direct, monitor, view, capture, and record student actions and device locations by school staff at any time

3. In-Person Verification:
   Require the student and parent/guardian to attend an in-person meeting with CPCS staff at a designated neutral site for the purpose of directly observing the student complete school assignments or assessments.

These measures are intended to uphold academic standards and protect the value of each student's educational program. Refusal by the parent/guardian or student to attend the verification session(s) may lead to involuntary withdrawal.

Plagiarism

Students are expected to be the sole authors of their work. The use of another person's work or ideas must be accompanied by specific citations and references.

Citation formats vary among the departments; however, all courses require that students submit original work that is properly cited when applicable. The teacher will dictate which citation format should be used and what the guidelines are for the department.

Definitions of Plagiarism

1. Using another person's words or ideas without giving proper credit to that person or giving the impression that another person's work is the student's own work.
2. The unauthorized use or close imitation of the language and thoughts of another author and the representation of them as one's own original work.
3. Something used and represented in this manner.

Examples of Plagiarism

Examples of plagiarism include, but are not limited to:

1. Quoting someone else's words, sentences, paragraphs, or an entire paper without acknowledging the source
2. Paraphrasing someone else's ideas, opinions, or theory without acknowledging the source

3. Imitating someone else's structure or argument without acknowledging the source
4. Using more of a source than you acknowledged in your citation
5. Submitting an assignment that was partially or wholly completed by another person.
6. Copying a fellow student's work, paper, and/or essays and turning it in as your own
7. Copying another student's computer file and submitting the work as your own, or allowing such to happen
8. Copying work or written text from another student, the internet, yourself, or any other document or media without giving due credit to the source of the information.
9. Submitting and/or recycling an assignment for more than one class without enhancing and refining the assignment and without first receiving instructor permission. In cases where previous assignments are allowed to be submitted for another class, it is the responsibility of the student to enhance the assignment with additional material and also to submit the original assignment for comparison purposes.
10. Buying an essay, paper, or written work online without acknowledging the source
11. Using teacher manuals or answer keys

Regardless of the student's intent, the above acts constitute plagiarism and/or academic dishonesty. In essence, plagiarism is the theft of someone else's ideas and/or work. Whether a student copies verbatim or simply rephrases the ideas of another without properly acknowledging the source, it is still plagiarism. In the preparation of work submitted to meet course requirements, whether a draft or a final version of a paper or project, students must take great care to distinguish their own ideas and language from information derived from other sources. Sources include published primary and secondary materials, electronic media, and information and opinions gathered directly from other people.

Process for Addressing Incidents of Academic Dishonesty and Plagiarism:

First Incident

The teacher will confirm whether the student plagiarized or has been academically dishonest. The teacher will consult with school administration to set up a plan to help the student learn about plagiarism and academic dishonesty and how to avoid it in the future.

The student will be required to redo the assignment within the allotted time frame and may receive a reduction in the grade of that assignment depending on the age of the student and the severity of the academic dishonesty. If the student does not redo the assignment, the student will receive an F/zero.

Second Incident
If a student commits an act of plagiarism or academic dishonesty for a second time:

1. The student will receive an F/zero for the assignment with no opportunity to redo the assignment.
2. A conference call with the teacher, parent, and school administrator will be scheduled to explain the seriousness and to provide additional support.

Third Incident
If a student commits an act of plagiarism or academic dishonesty for a third time:

1. The student receives F/zero on the assignment.
2. The student will receive a reduction of one letter grade for the entire course, regardless of which courses the first two offenses occurred.
3. Conference call with teacher, parent, and school administrator.
4. Student may be subject to discipline in accordance with applicable due process provisions in accordance with the relevant charter petition, which is available upon request.

Fourth Incident
If a student commits an act of plagiarism or academic dishonesty for a fourth time:

1. The student receives F/zero on the assignment.
2. The student will receive an F/zero for the entire course, regardless of which courses the first three offenses occurred.
3. Conference call with teacher, parent, and school administrator.
4. Related education records, including disciplinary records, may be provided to colleges or other school districts where the student seeks to enroll or transfer as permitted in accordance with applicable law.
5. The student may be subject to discipline in accordance with applicable due process provisions in accordance with the relevant charter petition, which is available upon request.

Academic Dishonesty on Assessments
Students are expected to complete all assessments with academic integrity.

ACADEMIC INTEGRITY POLICY

Proctored assessments following the procedures outlined in CPCS' Virtual Proctoring Policy. Proctored assessments include local assessments, state tests, and final exams.

Examples of Assessment Dishonesty

Examples of assessment dishonesty include, but are not limited to:

1. Researching, looking up, consulting answer websites (ex. Brain.Ly, Reddit, etc.) to answer assessment questions.
2. Using notes or other outside resources when not permitted as directed by the teacher or assessment proctor.
3. Failure to use the designated secure assessment browser.
4. Failure to use or remain on webcam when instructed for proctored assessments.
5. Eliciting and receiving support, guidance, and answers from a parent/guardian, sibling, another student, or another individual.
6. Permitting any individual, entity, program, and/or application to impersonate and complete the assessment on the student's behalf.
7. Use of a cell phone or other personal device to locate assessment answers.
8. Recording, copying, transcribing, replicating, sharing, or in other ways misusing testing materials or questions.

Process for Addressing Academic Dishonesty on Assessments

The following consequences apply to incidents of academic dishonesty on all assessments.

First Incident

If a student is suspected of academic dishonesty or receiving inappropriate support on an assessment:

1. If the assessment was proctored, the proctor will:
    a. immediately stop or block the student's assessment and document it on the appropriate proctoring sheet
    b. notify the student's teacher(s), parent/guardian, and the assigned administrator
    c. setup or reach out to the homeroom teacher to set up an academic dishonesty meeting with the parent/guardian and student to review the consequences
2. If the assessment was not proctored, the teacher (content or homeroom) will:
    a. notify the student's teacher(s), parent/guardian, and the assigned administrator
    b. setup or reach out to the homeroom teacher to set up an academic dishonesty meeting with the parent/guardian and student to review the consequences
3. The student will:

a. attend a conference with their homeroom teacher and parent/guardian to discuss the infraction and assessment expectations.
b. If it was a quiz or test, be required to retake the assessment with a CPCS proctor.
c. If it was a local assessment, be required to retake the subject of the assessment in which the academic dishonesty took place with the teacher as the proctor.
d. If it was a final exam, be required to retake the exam and receive a 50% score reduction of the submitted exam score.
e. If it was a prescriptive test, any future prescriptive tests in any course must be proctored by a CPCS proctor.

Second Incident
If a student is suspected of academic dishonesty or receiving inappropriate support a second time on an assessment:

1. If the assessment was proctored, the proctor teacher will:
    a. immediately stop or block the student's assessment and document it on the appropriate proctoring sheet.
    b. notify the student's teacher(s), parent/guardian, and the assigned administrator.
    c. setup or reach out to the homeroom teacher to set up an academic dishonesty meeting with the designated administrator, parent/guardian, and student to review the consequences.
2. If the assessment was not proctored, the teacher (content or homeroom) will:
    a. notify the student's teacher(s), parent/guardian, and the assigned administrator.
    b. setup or reach out to the homeroom teacher to set up an academic dishonesty meeting with the parent/guardian and student to review the consequences.
3. The student will:
    a. attend a conference with their homeroom teacher and parent/guardian to discuss the infraction and assessment expectations.
    b. If it was a quiz or test, receive 0 points on the assessment with no opportunity to redo the assessment regardless of the course.
    c. If it was a local assessment, be required to retake the subject of the assessment in which the academic dishonesty took place with the teacher as the proctor.
    d. If it was a final exam in the same course, receive 0 points on the exam.
    e. If it was a final exam in a different course from the first infraction, receive 0 points on the exam and no opportunity to redo the assessment.

SPECIAL EDUCATION STUDENTS OR STUDENTS WITH 504 PLANS

ACADEMIC INTEGRITY POLICY

If the at-risk student is an identified Special Education student, including a student with an IEP or 504 plan, the teacher will contact the student's special education case manager or school counselor/504 coordinator and comply with all provisions of applicable law in addressing any student conduct concerns, including all forms of academic dishonesty..

GRIEVANCE PROCEDURE

The following procedure is established to ensure that any grievances are addressed fairly by the appropriate persons in a timely manner. The school prohibits discrimination against students/families on the basis of disability, race, creed, color, gender, national origin, or religion. If a student is accused of plagiarism, cheating, inappropriate support, or other forms of academic dishonesty, and the parent or student disagrees:

1. The student and parent/guardian will address the school administrator in writing with the reason for the grievance, including why they believe the accusation is not accurate or appropriate.
2. The designated school administrator will investigate and respond with a written determination within five (5) business days.
3. If the concern or grievance is not resolved, the student and parent/guardian may, within five (5) calendar days, request a review by the Superintendent or designee.
4. The Superintendent or designee shall investigate and respond to the student and parent/guardian within five (5) business days after the review. The decision of the Superintendent is final.

STUDENT SERVICES 5050-CPCS

ACADEMIC INTEGRITY POLICY

California Pacific Charter Schools and its programs (hereinafter, collectively "CPCS" or the "Charter Schools") consider~~considers~~ academic honesty to be one of its highest values. Students are expected to be the sole authors of their work and to exhibit honest behavior and academic integrity across all assignments and assessments. The purpose of this policy is to create and maintain ethics and integrity in all academic endeavors and to provide our students with an understanding of what is and is not acceptable when it comes to academic honesty.

ACADEMIC DISHONESTY

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Reasons for Academic Dishonesty

Studies show that students engage in academic dishonesty for a number of reasons, including, but not limited to:

- Peer pressure
- Performance anxiety
- Excuse making
- Poor time management
- Situations that encourage academic dishonesty
- Self-justification habits
- Unfamiliarity with what constitutes academic dishonesty
- Lack of understanding about the consequences

CPCS expects a full commitment to academic integrity from each student. CPCS upholds a zero tolerance policy for violations of academic integrity. It is important for students to communicate with their teachers if they need support or are having difficulties with an assignment and/or assessment.

Examples of Academic Dishonesty

Though not a comprehensive or exhaustive list, the following are some examples of dishonesty or unethical behavior:

- Any form of cheating, including but not limited to:
    - Using search engines or other sites and resources to look up answers to questions on assignments or assessments (quizzes, tests, exams).

  - Using unauthorized resources or materials on assessments.
  - Soliciting and receiving answers from another student, parent, guardian, or other individual to complete assessment or assignment questions.
  - Having someone else, including a parent, guardian, sibling, friend, or learning coach, complete your assignment or assessment.~~assessmen~~.t, ~~including a parent, guardian, or sibling.~~
  - Submitting an assignment that was completed by an artificial intelligence (AI) generator, which does not contain student original work.
  - Misusing technology, including the use of personal devices such as cell phones, to bypass school computer blockers to look up and use answers to complete assignments or assessments.
  - Not following procedures required for virtual proctoring.
- Plagiarism of any kind, including self-plagiarism. See below for specific examples of self-plagiarism.
- Falsifying or fabricating data or other information. Examples include, but are not limited to:
  - Manipulating program coding
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- Deception of any kind by providing misleading or untrue information.
- Bribing or paying someone or a company to complete the assignment or assessment for you.
- Impersonation
  - Allowing and providing access to someone, including a parent, guardian, or learning coach, to impersonate you so that they can complete work for you through any of your student accounts.
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- Assisting another student with reasonable knowledge that the other student intends to commit any act of academic dishonesty. This offense would include, but is not limited to, providing an assignment to another student to submit as his/her own work and/or allowing another student to copy answers to any test, examination, or assignment.

CONSEQUENCES AND DISCIPLINARY ACTIONS OF ACADEMIC DISHONESTY

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work authenticity, and monitoring student actions, sites visited, etc, using school device monitoring software. Teachers who~~that~~ suspect a student of academic dishonesty must consult with their administrator for guidance and next steps. The assigned administrator will evaluate all incidents of academic dishonesty and determine the appropriate course of action.

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Observation and Investigation Process

If academic dishonesty or plagiarism is suspected, CPCS reserves the right to implement any or all ~~both~~ of the following measures to ensure the integrity of the student's academic work and support the investigation process:

1. Virtual Face-to-Face Observation:
   Require the student to attend a virtual meeting with webcam on with CPCS staff to directly observe the student complete school assignments or assessments. Student will need to share their screen and have their upper body fully visible. Sessions may be recorded for documentation purposes.

2. Virtual Device Monitoring and Observation:
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3. In-Person Verification:
   Require the student and parent/guardian to attend an in-person meeting with CPCS staff at a designated neutral site for the purpose of directly observing the student complete school assignments or assessments.

These measures are intended to uphold academic standards and protect the value of each student's educational program. Refusal by the parent/guardian or student to attend the verification session(s) may lead to involuntary withdrawal.

Plagiarism

Students are expected to be the sole authors of their work. The use of another person's work or ideas must be accompanied by specific citations and references.

Citation formats vary among the departments; however, all courses require that students submit original work that is properly cited when applicable. The teacher will dictate which citation format should be used and what the guidelines are for the department.

Definitions of Plagiarism

1. Using another person's words or ideas without giving proper credit to that person or giving the impression that another person's work is the student's own work.
2. The unauthorized use or close imitation of the language and thoughts of another author and the representation of them as one's own original work.
3. Something used and represented in this manner.

Examples of Plagiarism

Examples of plagiarism include, but are not limited to:

1. Quoting someone else's words, sentences, paragraphs, or an entire paper without acknowledging the source

2. Paraphrasing someone else's ideas, opinions, or theory without acknowledging the source
3. Imitating someone else's structure or argument without acknowledging the source
4. Using more of a source than you acknowledged in your citation
5. Submitting an assignment that was partially or wholly completed by another person.
6. Copying a fellow student's work, paper, and/or essays and turning it in as your own
7. Copying another student's computer file and submitting the work as your own, or allowing such to happen
8. Copying work or written text from another student, the internet, yourself, or any other document or media without giving due credit to the source of the information.
9. Submitting and/or recycling an assignment for more than one class without enhancing and refining the assignment and without first receiving instructor permission. In cases where previous assignments are allowed to be submitted for another class, it is the responsibility of the student to enhance the assignment with additional material and also to submit the original assignment for comparison purposes.
10. Buying an essay, paper, or written work online without acknowledging the source
11. Using teacher manuals or answer keys

Regardless of the student's intent, the above acts constitute plagiarism and/or academic dishonesty. In essence, plagiarism is the theft of someone else's ideas and/or work. Whether a student copies verbatim or simply rephrases the ideas of another without properly acknowledging the source, it is still plagiarism. In the preparation of work submitted to meet course requirements, whether a draft or a final version of a paper or project, students must take great care to distinguish their own ideas and language from information derived from other sources. Sources include published primary and secondary materials, electronic media, and information and opinions gathered directly from other people.

Process for Addressing Incidents of Academic Dishonesty and Plagiarism:

First Incident

The teacher will confirm whether the student plagiarized or has been academically dishonest. The teacher will consult with school administration to set up a plan to help the student learn about plagiarism and academic dishonesty and how to avoid it in the future.

The student will be required to redo the assignment within the allotted time frame and may receive a reduction in the grade of that assignment depending on the age of the student and the severity of the academic dishonesty. If the student does not redo the assignment, the student will receive an F/zero.

Second Incident
If a student commits an act of plagiarism or academic dishonesty for a second time:

1. The student will receive an F/zero for the assignment with no opportunity to redo the assignment.
2. A conference call with the teacher, parent, and school administrator will be scheduled to explain the seriousness and to provide additional support.

Third Incident
If a student commits an act of plagiarism or academic dishonesty for a third time:

1. The student receives F/zero on the assignment.
2. The student will receive a reduction of one letter grade for the entire course, regardless of which courses the first two offenses occurred.
3. Conference call with teacher, parent, and school administrator.
4. Student may be subject to discipline in accordance with applicable due process provisions in accordance with the relevant charter petition, which is available upon request.

Fourth Incident
If a student commits an act of plagiarism or academic dishonesty for a fourth time:

1. The student receives F/zero on the assignment.
2. The student will receive an F/zero for the entire course, regardless of which courses the first three offenses occurred.
3. Conference call with teacher, parent, and school administrator.
4. Related education records, including disciplinary records, may be provided to colleges or other school districts where the student seeks to enroll or transfer as permitted in accordance with applicable law.
5. The student may be subject to discipline in accordance with applicable due process provisions in accordance with the relevant charter petition, which is available upon request.

Academic Dishonesty on Assessments
Students are expected to complete all assessments with academic integrity.

ACADEMIC INTEGRITY POLICY

Proctored assessments following the procedures outlined in CPCS' Virtual Proctoring Policy. Proctored assessments include local assessments, state tests, and final exams.

Examples of Assessment Dishonesty

Examples of assessment dishonesty include, but are not limited to:

1. Researching, looking up, consulting answer websites (ex. Brain.Ly, Reddit, etc.) to answer assessment questions.
2. Using notes or other outside resources when not permitted as directed by the teacher or assessment proctor.
3. Failure to use the designated secure assessment browser.
4. Failure to use or remain on webcam when instructed for proctored assessments.
5. Eliciting and receiving support, guidance, and answers from a parent/guardian, sibling, another student, or another individual.
6. Permitting any individual, entity, program, and/or application to impersonate and complete the assessment on the student's behalf.
7. Use of a cell phone or other personal device to locate assessment answers.
8. Recording, copying, transcribing, replicating, sharing, or in other ways misusing testing materials or questions.

Process for Addressing Academic Dishonesty on Assessments

The following consequences apply to incidents of academic dishonesty on all assessments.

First Incident

If a student is suspected of academic dishonesty or receiving inappropriate support on an assessment:

1. If the assessment was proctored, the proctor will:
    a. immediately stop or block the student's assessment and document it on the appropriate proctoring sheet
    b. notify the student's teacher(s), parent/guardian, and the assigned administrator
    c. setup or reach out to the homeroom teacher to set up an academic dishonesty meeting with the parent/guardian and student to review the consequences
2. If the assessment was not proctored, the teacher (content or homeroom) will:
    a. notify the student's teacher(s), parent/guardian, and the assigned administrator
    b. setup or reach out to the homeroom teacher to set up an academic dishonesty meeting with the parent/guardian and student to review the consequences
3. The student will:

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a. attend a conference with their homeroom teacher and parent/guardian to discuss the infraction and assessment expectations.
b. If it was a quiz or test, be required to retake the assessment with a CPCS proctor.
c. If it was a local assessment, be required to retake the subject of the assessment in which the academic dishonesty took place with the teacher as the proctor.
d. If it was a final exam, be required to retake the exam and receive a 50% score reduction of the submitted exam score.
e. If it was a prescriptive test, any future prescriptive tests in any course must be proctored by a CPCS proctor.

Second Incident
If a student is suspected of academic dishonesty or receiving inappropriate support a second time on an assessment:

1. If the assessment was proctored, the proctor teacher will:
    a. immediately stop or block the student's assessment and document it on the appropriate proctoring sheet.
    b. notify the student's teacher(s), parent/guardian, and the assigned administrator.
    c. setup or reach out to the homeroom teacher to set up an academic dishonesty meeting with the designated administrator, parent/guardian, and student to review the consequences.
2. If the assessment was not proctored, the teacher (content or homeroom) will:
    a. notify the student's teacher(s), parent/guardian, and the assigned administrator.
    b. setup or reach out to the homeroom teacher to set up an academic dishonesty meeting with the parent/guardian and student to review the consequences.
3. The student will:
    a. attend a conference with their homeroom teacher and parent/guardian to discuss the infraction and assessment expectations.
    b. If it was a quiz or test, receive 0 points on the assessment with no opportunity to redo the assessment regardless of the course.
    c. If it was a local assessment, be required to retake the subject of the assessment in which the academic dishonesty took place with the teacher as the proctor.
    d. If it was a final exam in the same course, receive 0 points on the exam.
    e. If it was a final exam in a different course from the first infraction, receive 0 points on the exam and no opportunity to redo the assessment.

ACADEMIC INTEGRITY POLICY

~~If academic dishonesty or plagiarism is suspected, CPCS reserves the right to implement any or all both of the following measures to ensure the integrity of the student's academic work and support the investigation process.¶~~

~~4. Virtual Face-to-Face Observation: ¶~~
~~Require the student to attend a virtual meeting with webcam on with CPCS staff to directly observe the student complete school assignments or assessments. Student will need to share their screen and have their upper body fully visible. Sessions may be recorded for documentation purposes.¶~~

~~5. Virtual Device Monitoring and Observation:↵~~
~~Require the student to use their school-issued monitored device to complete all assignments and assessments, and cConduct individual virtual monitoring of the student's activities through GoGuardian, screen sharing, or similar technology platforms, as deemed appropriate. In accordance with the school's acceptable use policy, CalPac issued devices have monitoring programming necessary to limit, direct, monitor, view, capture, and record student actions and device locations by school staff at any time↵~~
~~¶~~
~~6. In-Person Verification:↵~~
~~Require the student and parent/guardian to attend an in-person meeting with CPCS staff at a designated neutral site for the purpose of directly observing the student complete school assignments or assessments.¶~~

~~These measures are intended to uphold academic standards and protect the value of each student's educational program. Refusal by the parent/guardian or student to attend the verification session(s) may lead to involuntary withdrawal.¶~~

SPECIAL EDUCATION STUDENTS OR STUDENTS WITH 504 PLANS

If the at-risk student is an identified Special Education student, including a student with an IEP or 504 plan, the teacher will contact the student's special education case manager or school counselor/504 coordinator and comply with all provisions of applicable law in addressing any student conduct concerns, including all forms of academic dishonesty..

GRIEVANCE PROCEDURE

The following procedure is established to ensure that any grievances are addressed fairly by the appropriate persons in a timely manner. The school prohibits discrimination against students/families on the basis of disability, race, creed, color, gender, national origin, or religion.

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ACADEMIC INTEGRITY POLICY

If a student is accused of plagiarism, cheating, inappropriate support, or other forms of academic dishonesty and the parent or student disagrees:

1. The student and parent/guardian will address the school administrator in writing with the reason for the grievance, including why they believe the accusation is not accurate or appropriate.
2. The designated school administrator will investigate and respond with a written determination within five (5) business days.
3. If the concern or grievance is not resolved, the student and parent/guardian may, within five (5) calendar days, request a review by the Superintendent or designee.
4. The Superintendent or designee shall investigate and respond to the student and parent/guardian within five (5) business days after the review. The decision of the Superintendent is final.

MARRIED, PREGNANT AND PARENTING STUDENTS POLICY

The Board of Directors of California Pacific Charter Schools ("CPCS" or "Charter School") recognizes that responsibilities related to marriage, pregnancy, or parenting and related responsibilities may disrupt a student's education and increase the chance of a student dropping out of school. CPCS therefore desires to support married, pregnant, and parenting students to continue their education, attain strong academic and parenting skills, and promote the healthy development of their children.

CPCS shall not exclude or deny any student from any educational program or activity, including any class or extracurricular activity including athletics, solely on the basis of the student's pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery. In addition, CPCS shall not adopt any rule concerning a student's actual or potential parental, family, or marital status that treats students differently on the basis of sex.

CPCS' Superintendent or designee shall annually notify parents/guardians at the beginning of the school year of the rights and options available to pregnant and parenting students under the law. In addition, pregnant and parenting students shall be notified of the rights and options available to them under the law through the Parent/Student Handbook, website, and beginning of the school year newsletter.

For school-related purposes, a student under the age of eighteen (18) years who enters into a valid marriage shall have all the rights and privileges of students who are eighteen (18) years old, even if the marriage has been dissolved.

Education and Support Services for Pregnant and Parenting Students

Pregnant and parenting students shall retain the right to participate in the regular education program or an alternative education program. The independent study setting shall be the preferred instructional strategy unless an alternative is necessary to meet the needs of the student and/or the student's child.

Any alternative education program, activity, or course that is offered separately to pregnant or parenting students, including any class or extracurricular activity, shall be equal to that offered to other CPCS' students. A student's participation in such programs shall be voluntary.

A pregnant or parenting student may experience a temporary or permanent disability arising from pregnancy, childbirth, or related conditions if their condition causes a physical or mental impairment that substantially limits one or more major life activities. The Superintendent or designee shall notify parents/guardians/student of the right for the student to have a Section 504 Plan under Section 504 of the Rehabilitation Act of 1973 ("Section 504"). The Section 504 Plan will ensure the student receives reasonable accommodations and services that provide them with

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the opportunity to succeed academically while protecting their health and the health of their children. Please see accommodations section below.

Additionally, the Superintendent or designee may require a student, based on pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery, to obtain certification from a physician or nurse practitioner indicating that the student is physically and emotionally able to continue participation in the regular education program or activity.

CPCS will not stock, purchase, or provide pregnancy test kits for students who suspect they are pregnant.

Accommodations

A pregnant student shall have access to any services available to other students with temporary disabilities or medical conditions. A pregnancy, childbirth or related conditions might trigger protections and the need for reasonable accommodations under Section 504. If a pregnant or parenting student is suffering from a physical or mental impairment that substantially limits one or more of the student's major life activities, the CPCS' 504 Coordinator shall determine what services and/or reasonable accommodations are available to the student.

To the extent feasible, CPCS shall provide educational and related support services, either directly or in collaboration with community agencies and organizations, to meet the needs of pregnant and parenting students and their children. Such services may include, but are not limited to:

1. Referrals to local resources for healthcare services, including prenatal care, childcare or related services, and nutrition resources as needed;
2. Parenting education and life skills instruction;
3. Academic and personal counseling;
4. Breaks during class, as needed;
5. Rescheduling tests or exams;
6. Career planning instruction;
7. Counseling with regard to alternative diploma pathways, including GED preparation;
8. Extended deadlines for projects or assignments; and/or

9. Supplemental instruction to assist students in achieving grade-level academic standards and progressing toward graduation.

As appropriate, teachers, administrators, and/or other personnel who work with pregnant and parenting students shall receive related professional development.

Absences

Pregnant or parenting students may be excused for absences for health reasons, family emergencies, parental leave as described below, and justifiable personal reasons, and any policies, procedures, or measures implemented by CPCS to promote student attendance and/or minimize student absence shall be implemented.

A student shall be excused for absences to care for a sick child for whom the student is the custodial parent. A note from a physician shall not be required for such an absence.

Students shall not fail to participate in their independent study program and/or fail to attend their academic courses and/or required meetings without parent/guardian knowledge or consent, except in cases of medical emergency or for a confidential medical appointment.

Insofar as school attendance and class participation are integral to students' learning experiences, parents/guardians and students shall be encouraged to schedule medical and other appointments during non-school hours and/or during independent study courses.

Parent/guardian and/or student notifications related to student absences shall be provided in accordance with law and as specified in the CPCS Attendance and Involuntary Removal Policy.

Confidential Medical Appointments

Pursuant to California law, students in 7th – 12th grade inclusive, may be excused from school for the purpose of obtaining confidential medical services without the consent of the student's parent or guardian. Confidential medical services are services that minors can obtain with their own consent under state or federal law.

In excusing students for confidential medical services, Charter School officials shall not provide or arrange for transportation for the student to the services or accompany the student for the purposes of receiving medical treatment or care. Confidential medical services provided by outside medical professionals do not qualify as school-sponsored activities.

Parental Leave

MARRIED, PREGNANT AND PARENTING STUDENTS POLICY

A pregnant or parenting student shall be entitled to eight (8) weeks of parental leave in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant. Such leave may be taken before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction. The Superintendent or designee may grant parental leave beyond eight (8) weeks if deemed medically necessary by the student's physician.

The student, if age eighteen (18) years or older, or the student's parent/guardian shall notify CPCS of the student's intent to take parental leave. No student shall be required to take all or part of the parental leave.

When a student takes parental leave, school administrators and/or the supervising teacher shall ensure that absences from the independent study program are excused until the student is able to return to their regular independent study program or an alternative education program. A pregnant or parenting student shall not be required to complete academic work or other school requirements during the period of the parental leave.

Following the leave, a pregnant or parenting student may elect to return to the CPCS and the course of study in which the student was enrolled before taking parental leave or to an alternative education option provided by CPCS. Upon return to their independent study program, a pregnant or parenting student shall have opportunities to make up work missed during the leave, including, but not limited to, makeup work plans and reenrollment in courses.

At the conclusion of the leave, the student shall be reinstated to the status held when the leave began. Pregnant and parenting students will not receive truancy notifications or related contracts while on leave. Absences accrued by pregnant and parenting teens while on leave will be exempt from the school's attendance policy and involuntary removal policy.

When necessary to complete high school graduation requirements, the student may remain enrolled in school for a fifth year of instruction, unless the Superintendent or designee makes a finding that the student is reasonably able to complete CPCS graduation requirements in time to graduate by the end of the fourth year of high school.

Accommodations for a Lactating Student

CPCS shall provide reasonable accommodations for any lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. A student shall not incur an academic penalty for using any of these reasonable accommodations and shall be

provided the opportunity to make up any work missed due to such use. Reasonable accommodations include, but are not limited to:

1. When the student participates in a school field trip, or other in-person event:
    a. Access to a private and secure room if available, other than a restroom, to express breast milk or breast feed an infant child;
    b. Permission to bring on to an on-site location, a breast pump and any other equipment used to express breast milk;
    c. Access to a power source for a breast pump or any other equipment used to express breast milk;
    d. Access to a place to store expressed breast milk safely;

2. A reasonable amount of time to accommodate the student's need to express breast milk or breastfeed an infant child.

Complaints

Any complaint alleging discrimination on the basis of pregnancy or marital or parental status, CPCS' noncompliance with the requirements of Education Code 46015, or CPCS' noncompliance with the requirement to provide reasonable accommodations for lactating students shall be addressed in accordance with CPCS Uniform Complaint Procedures. Please contact the Uniform Complaint Procedure Compliance Officer:

Corrie Amador, Director of Human Resources
940 South Coast Drive, Suite 185, Costa Mesa, CA 92626
(949) 996-4556
camador@cal-pacs.org

A complainant who is not satisfied with CPCS' decision may appeal the decision to the California Department of Education ("CDE"). If CPCS or CDE finds merit in an appeal, CPCS shall provide a remedy to the affected student.

MARRIED, PREGNANT AND PARENTING STUDENTS POLICY

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MARRIED, PREGNANT AND PARENTING STUDENTS POLICY

the opportunity to succeed academically while protecting their health and the health of their children. Please see accommodations section below.

Additionally, the Superintendent or designee may require a student, based on pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery, to obtain certification from a physician or nurse practitioner indicating that the student is physically and emotionally able to continue participation in the regular education program or activity.

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1. Referrals to local resources for healthcare services, including prenatal care, childcare or related services, and nutrition resources as needed;
2. Parenting education and life skills instruction;
3. Academic and personal counseling;
4. Breaks during class, as needed;
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7. Counseling with regard to alternative diploma pathways, including GED preparation;
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9. Supplemental instruction to assist students in achieving grade-level academic standards and progressing toward graduation.

As appropriate, teachers, administrators, and/or other personnel who work with pregnant and parenting students shall receive related professional development.

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MARRIED, PREGNANT AND PARENTING STUDENTS POLICY

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The student, if age eighteen (18) years or older, or the student's parent/guardian shall notify CPCS of the student's intent to take parental leave. No student shall be required to take all or part of the parental leave.

When a student takes parental leave, school administrators and/or the supervising teacher shall ensure that absences from the independent study program are excused until the student is able to return to their regular independent study program or an alternative education program. A pregnant or parenting student shall not be required to complete academic work or other school requirements during the period of the parental leave.

Following the leave, a pregnant or parenting student may elect to return to the CPCS and the course of study in which the student was enrolled before taking parental leave or to an alternative education option provided by CPCS. Upon return to their independent study program, a pregnant or parenting student shall have opportunities to make up work missed during the leave, including, but not limited to, makeup work plans and reenrollment in courses.

At the conclusion of the leave, the student shall be reinstated to the status held when the leave began. Pregnant and parenting students will not receive truancy notifications or related contracts while on leave. Absences accrued by pregnant and parenting teens while on leave will be exempt from the school's attendance policy and involuntary removal policy.

When necessary to complete high school graduation requirements, the student may remain enrolled in school for a fifth year of instruction, unless the Superintendent or designee makes a finding that the student is reasonably able to complete CPCS graduation requirements in time to graduate by the end of the fourth year of high school.

Accommodations for a Lactating Student

CPCS shall provide reasonable accommodations for any lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. A student shall not

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incur an academic penalty for using any of these reasonable accommodations and shall be provided the opportunity to make up any work missed due to such use. Reasonable accommodations include, but are not limited to:

1. When the student participates in a school field trip, or other in-person event:
    a. Access to a private and secure room if available, other than a restroom, to express breast milk or breast feed an infant child;
    b. Permission to bring on to an on-site location, a breast pump and any other equipment used to express breast milk;
    c. Access to a power source for a breast pump or any other equipment used to express breast milk;
    d. Access to a place to store expressed breast milk safely;

2. A reasonable amount of time to accommodate the student's need to express breast milk or breast feed an infant child.

Complaints

Any complaint alleging discrimination on the basis of pregnancy or marital or parental status, CPCS' noncompliance with the requirements of Education Code 46015, or CPCS' noncompliance with the requirement to provide reasonable accommodations for lactating students shall be addressed in accordance with CPCS Uniform Complaint Procedures. Please contact the Uniform Complaint Procedure Compliance Officer:

Corrie Amador, Director of Human Resources
940 South Coast Drive, Suite 185, Costa Mesa, CA 92626
(949) 996-4556
camador@cal-pacs.org

A complainant who is not satisfied with CPCS' decision may appeal the decision to the California Department of Education ("CDE"). If CPCS or CDE finds merit in an appeal, CPCS shall provide a remedy to the affected student.~~Pregnancy, or parenting and related responsibilities may disrupt a student's education. California Pacific Charter Schools ("CPCS" or "School") adopts the following policy designed to provide needed support and accommodations to remove barriers to allow students access to the education process.¶~~
~~¶~~
~~Education and Support Services for Pregnant and Parenting Students¶~~
~~Pregnant or parenting students or their parent/guardian retain the right to disclose their condition to the school or a school employee without the need to provide medical documentation. Pregnant and parenting students shall retain the right to participate in any comprehensive school or educational program. The independent study setting shall be the preferred instructional strategy~~

MARRIED, PREGNANT AND PARENTING STUDENTS POLICY

and program. Any education program or activity that is offered separately to pregnant students, including any class or extracurricular activity, shall be equal to that offered to other CPCS students. A student's participation in such programs shall be voluntary. As required for other students with physical or emotional conditions or temporary disabilities, the school's Superintendent or designee may require a student, based on pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery, to obtain certification from a physician (Medical Doctor or Doctor of Osteopathy) indicating that the student is physically and emotionally able to participate in an extracurricular educational activity.¶

¶

To the extent feasible, educational and related support services shall be provided to meet the needs of pregnant and parenting students. Such services may include, but are not limited to:¶

1. Academic and personal counseling¶
2. Supplemental instruction to assist students in achieving grade-level academic standards and progressing toward graduation¶
3. Career planning instruction¶
4. Counseling in regard to alternative diploma pathways, including GED preparation¶

Teachers, administrators, and/or other personnel who work with pregnant and parenting students shall receive related professional development.¶

¶

Reasonable Accommodations¶

The school shall provide reasonable accommodations to pregnant and parenting students to enable them to access the educational program. A pregnant student shall have access to any services available to other students with temporary disabilities or medical conditions.¶

¶

Absences¶

Pregnant and parenting students will be encouraged to remain enrolled in the independent study program and access their academic courses. The Superintendent or designee may grant a student a leave of absence due to pregnancy, childbirth, false pregnancy, termination of pregnancy, and related recovery for as long as it is deemed medically necessary by a physician. At the conclusion of the leave, the student shall be reinstated to the status held when the leave began. Pregnant and parenting students will not receive truancy notifications or related contracts while on leave. Absences accrued by pregnant and parenting teens while on leave will be exempt from the school's attendance policy and involuntary removal policy.¶

¶

Discrimination and Retaliation Prohibited¶

To the extent possible, the Charter School will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to investigate, respond, address and report on such behaviors in a timely manner. The Charter School staff that witness acts of misconduct prohibited by this policy will take immediate steps to intervene when safe to do so. No person who files a complaint or participates in the

MARRIED, PREGNANT AND PARENTING STUDENTS POLICY

~~investigation of a complaint will be retaliated against.~~

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PARENT AND FAMILY ENGAGEMENT POLICY

California Pacific Charter Schools ("CPCS" or the "Charter School") has developed a written Parent and Family Engagement Policy ("Policy") with input from Title I parents and families. CPCS has distributed the Policy to parents of Title I students by posting it on the school website and including it in the Parent and Student Handbook. This Policy describes the means for carrying out the following Title I parent and family engagement requirements.

CPCS Expectations and Objectives

In establishing the Charter School's expectations and objectives for meaningful parent and family involvement, CPCS has established the following practices:

1. CPCS involves parents and family members in the joint development of the Charter School's Parent and Family Engagement Plan.
    a. Community meetings
    b. School Site Council
    c. Education partner surveys

2. CPCS provides the coordination, technical assistance, and other support necessary to assist and build the capacity within the Charter School in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance, which may include meaningful consultation with employers, business leaders, and philanthropic organizations, or individuals with expertise in effectively engaging parents and family members in education.
    a. Parent trainings and webinars
    b. School-Parent/Guardian Compact
    c. Local Control Accountability Plan

3. CPCS coordinates and integrates parent and family engagement strategies to the extent feasible and appropriate, with other relevant federal, state, and local laws and programs.
    a. ELAC
    b. Title 1, Part A
    c. Local Control Accountability Plan

4. CPCS conducts, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of the Policy in improving the academic quality at the Charter School.
    a. Education partner surveys
    b. Local Control Accountability Plan engagement
    c. Revisiting the parent and family engagement policy annually

5. CPCS conducts, with the meaningful involvement of parents and family members, an annual evaluation of barriers to greater participation by parents/families (with particular attention to parents who are economically disadvantaged, are disabled, have limited

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English proficiency, have limited literacy, or are of any racial or ethnic minority background).
   a. ELAC
   b. Local Control Accountability Plan engagement
   c. School Site Council
   d. Education partner Surveys

6. CPCS conducts, with the meaningful involvement of parents and family members, an annual evaluation of the needs of parents and family members to assist with the learning of their children, including engaging with Charter School personnel and teachers.
   a. Parent trainings and webinars
   b. Education partner surveys
   c. ELAC
   d. School Site Council
   e. Local Control Accountability Plan engagement

7. CPCS conducts, with the meaningful involvement of parents and family members, an annual evaluation of strategies to support successful Charter School and family interactions.
   a. Education partner surveys
   b. ELAC
   c. School Site Council
   d. Local Control Accountability Plan engagement

8. CPCS uses the findings of the annual evaluation to design evidence-based strategies for more effective parental and family engagement, and to revise, if necessary, the Parent and Family Engagement Policy.
   a. Leadership team evaluates the data received from the following items and makes the needed adjustments to increase effective parental and family engagement:
      i. Education partner surveys
      ii. ELAC
      iii. School Site Council
      iv. Local Control Accountability Plan engagement

9. CPCS involves parents in the activities of the Charter School to adequately represent the needs of the population.
   a. School Site Council
   b. ELAC

<u>Involvement of Parents in the Title I Program</u>

PARENT AND FAMILY ENGAGEMENT POLICY

To involve parents in the Title I program at CPCS, the following practices have been established:

1. CPCS convenes an annual meeting to inform parents of Title I students about Title I requirements and about the right of parents to be involved in the Title I program.
    a. Title I information is covered in Master Agreement meetings, which are required for all new and returning students.

2. CPCS offers a flexible number of meetings for Title I parents, such as meetings in the morning or evening.
    a. Master Agreement meetings are scheduled at times that are mutually agreed upon between the school and parent, which may include morning and evening meetings.

3. CPCS involves parents of Title I students in an organized, ongoing, and timely way, in the planning, review, and improvement of the Charter School's Title I programs and the Parent and Family Engagement Policy.
    a. This is completed through the following:
        i. Education partner surveys
        ii. School Site Council
        iii. Local Control Accountability Plan engagement
        iv. Parent trainings and webinars

4. CPCS provides parents of Title I students with timely information about Title I programs.
    a. Parent/Student Handbook
    b. Parent trainings and webinars

5. CPCS provides parents of Title I students with an explanation of the curriculum used at the Charter School, the assessments used to measure student progress, and the proficiency levels students are expected to meet.
    a. Parent/Student Handbook
    b. California Pacific Charter School website
    c. Parent trainings and webinars
    d. Direct communication via email to parents of Title I students
    e. Individual conferences between parents and staff

6. If requested by parents of Title I students, CPCS provides opportunities for regular meetings that allow the parents to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children
    a. Meeting will be held virtually with email invitations being sent out to all parents of Title I eligible students.
    b. Local Control Accountability Program education partner information meeting
    c. School Site Council

PARENT AND FAMILY ENGAGEMENT POLICY

The Policy must be updated periodically to meet changing needs of parents and the Charter School. If CPCS has a process in place for involving parents in planning and designing the Charter School's programs, the school may use that process if it includes adequate representation of parents of Title I children.

School-Parent Compact

CPCS distributes to parents of Title I students a School-Parent Compact (the "Compact"). The Compact, which has been jointly developed with parents, outlines how parents, the entire Charter School staff, and students will share the responsibility for improved student academic achievement. It describes specific ways the Charter School and families will partner to help children achieve the State's high academic standards. It addresses the following legally required items, as well as other items suggested by parents of Title I students.

1. CPCS's responsibility is to provide high-quality curriculum and instruction to meet the challenging State academic standards.

2. The ways parents will be responsible for supporting their children's learning by participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time.

3. The importance of ongoing communication between parents and teachers through, at a minimum, monthly learning period meetings; frequent reports on student progress; access to staff; opportunities for parents to volunteer and participate in their child's education; and regular communication between family members and school staff,

The Charter School developed the Compact with Title I parent input and the Charter School distributes the Compact to Title I parents electronically. Title I School- Parent Compact

Building Capacity for Involvement

CPCS engages Title I parents in meaningful interactions with the Charter School. The Charter School supports a partnership among staff, parents, and the community to improve student academic achievement. To help reach these goals, CPCS has established the following practices.

1. CPCS provides Title I parents with assistance in understanding state academic standards, state and local assessments, and how to monitor and improve the achievement of their children.
    a. Parent/Student Handbook
    b. California Pacific Charter School website
    c. Parent trainings and webinars
    d. Weekly communication emails from the teacher.
    e. Virtual homeroom and progress report meetings with their homeroom teacher or learning period meetings with their teacher facilitator.

f. California Pacific Charter School's MTSS program that provides support for students that are struggling academically

2. CPCS provides Title I parents with materials and training, as appropriate, to foster parental involvement, to help them work with their children to improve their children's achievement.
    a. Parent trainings and webinars
    b. California Pacific Charter School website
    c. Direct communication via email to parents

3. With the assistance of Title I parents, CPCS educates staff members about the value of parent contributions, and in how to reach out, communicate with, and work with parents as equal partners to implement and coordinate parent programs and build ties between parents and the Charter School.
    a. Staff professional development
    b. Staff participation in family and student outreach events

4. CPCS coordinates and integrates the Title I parental involvement program with other programs, and conducts other activities to encourage and support parents in more fully participating in the education of their children.
    a. Parent trainings and webinars
    b. School sponsored events, STEM and Makerspace event days, field trips, grade level Connection Clubs, Art Events, Science Fair, and the Talent Show

5. CPCS distributes information related to Charter School and parent programs, meetings, and other activities to Title I parents in a format and language that the parents understand.
    a. Meeting will be held virtually with email invitations being sent out to all parents of Title 1 eligible students.
    b. Digital format that can be translated with the use of technology
    c. Information is presented in a way that is understandable by parents
    d. Information is presented visually and verbally, as applicable.

6. CPCS provides support for parental involvement activities requested by Title I parents.
    a. Education partner surveys
    b. Title 1 information and feedback meeting
    c. School Site Council

Accessibility

CPCS provides opportunities for the participation of all Title I parents and family members, including parents/family with limited English proficiency, parents/family with disabilities, and parents/family of migratory students. Information and school reports are provided in a format and language that parents/family understand, including by:

PARENT AND FAMILY ENGAGEMENT POLICY

1. Digital format that can be translated with the use of technology.
2. Information is presented in a way that is understandable by parents
3. Information is presented visually and verbally, as applicable.

INSTRUCTION 6020-CPCS

EDUCATION FOR HOMELESS CHILDREN AND YOUTH POLICY

The California Pacific Charter Schools ("CPCS" or the "Charter School") Governing Board desires to ensure that homeless children and youth are provided with equal access to its educational program, have an opportunity to meet the same challenging state academic standards, are provided a free and appropriate public education, are not stigmatized or segregated on the basis of their status as homeless, and to establish safeguards that protect homeless students from discrimination on the basis of their homelessness.

Definition of Homeless Children and Youth

The term "homeless children and youth" means individuals who lack a fixed, regular and adequate nighttime residence and includes children and youth who (42 U.S.C. § 11434a):

1. Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals
2. Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings;
3. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and/or
4. Are migratory children and unaccompanied youth (youth not in the physical custody of a parent or guardian) may be considered homeless if they meet the above definition of "homeless."

Homeless status is determined in cooperation with the parent or guardian. In the case of unaccompanied youth, status is determined by the Charter School Liaison.

Charter School Liaison

The Executive Director designates the following staff person as the School Liaison for homeless students (42 U.S.C. § 11432(g)(1)(J)(ii)):

Yeni Sandoval
School Social Worker
949-404-4705
ysandoval@cal-pacs.org

The Charter School Liaison shall ensure that the following requirements are fulfilled by the Charter School (42 U.S.C. § 11432(g)(6)):

1. Homeless students are identified by Charter School personnel, through outreach and coordination activities with other entities and agencies, and through the annual housing questionnaire completed annually for enrollment and re-enrollment.

2. Homeless students enroll in and have a full and equal opportunity to succeed at the Charter School.
3. Homeless students and families receive educational services for which they are eligible including: services through Head Start programs (including Early Head Start programs) under the Head Start Act; early intervention services under part C of the Individuals with Disabilities Education Act ("IDEA"); any other preschool programs administered by the Charter School, if any; and referrals to health care services, dental services, mental health services, substance abuse services, housing services, and other appropriate services
4. Parents/guardians are informed of the educational and related opportunities available to their students and are provided with meaningful opportunities to participate in the education of their students.
5. Public notice of the educational rights of homeless children is disseminated at places frequented by parents/guardians of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the parents/guardians of homeless youth and unaccompanied youth.
6. Enrollment/admissions disputes are mediated in accordance with the law, the Charter School's charter, and Board policy.
7. Parents/guardians and any unaccompanied youth are fully informed of all transportation services, as applicable.
8. Charter School personnel providing services receive professional development and other support.
9. The Charter School Liaison collaborates with state coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging state academic standards as the state establishes for other children and youth; and are informed of their status as independent students and that the youths may obtain assistance from the Charter School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid.

The California Department of Education ("CDE") publishes a list of the contact information for the Homeless Education Liaisons in the state, which is available at: https://www.cde.ca.gov/sp/hs/.

Enrollment

The Charter School shall immediately admit/enroll the student for which the Charter School is a School of Origin. "School of Origin" means the school that the child or youth attended when permanently housed or the school in which the child or youth was last enrolled.

CPCS shall also immediately enroll a homeless youth who seeks to enroll in the Charter School, if the youth would otherwise be eligible to attend and subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School and Board policy. A homeless youth

who is enrolled will have the right to attend classes and participate fully in school activities, including extracurricular activities.

The youth shall be immediately enrolled even if the student lacks records normally required for enrollment (such as previous academic records, records of immunizations, other required health records, proof of residency) or has missed application or enrollment deadlines during any period of homelessness. Records will immediately be requested from the previous school. (42 U.S.C. § 11432(g)(3)(C); Education Code Section 48850(a)(3)(A).)

If the student needs to obtain immunizations or does not possess immunization or other medical records, the Superintendentor designee shall refer the parent/guardian to the Charter School Liaison. The Charter School Liaison shall assist the parent/guardian in obtaining the necessary immunizations or records for the student. (42 U.S.C. § 11432(g)(3)(C).)

A homeless youth may remain in the student's school of origin for the entire period for which the youth is homeless. If a youth obtains permanent housing during an academic year, the youth will be permitted to remain in the school of origin through the end of the academic year.

Enrollment Disputes

If a dispute arises over admissions/enrollment, the student shall be immediately admitted (subject to the Charter School's capacity and pursuant to the procedures stated in the school charter and Board policy), pending final resolution of the dispute, including all available appeals. The parent/guardian shall be provided with a written explanation of the admission/enrollment decision, including an explanation of the parent/guardian's right to appeal the decision. The parent/guardian shall also be referred to the Charter School Liaison. (42 U.S.C. § 11432(g)(3)(E).)

The School Liaison shall carry out the board-adopted dispute resolution and complaint process as expeditiously as possible after receiving notice of the dispute. (42 U.S.C. § 11432(g)(3)(E).)

Comparable Services

Each homeless child or youth shall promptly be provided services comparable to services offered to other students in the Charter School such as (42 U.S.C. § 11432(g)(4)):

1. Transportation services
2. Educational services for which the child or youth meets eligibility criteria, such as educational programs for students with disabilities and educational programs for students with limited English proficiency
3. Programs in vocational and technical education
4. Programs for gifted and talented students

5. Charter School nutrition programs

Transportation

In the event that the Charter School provides transportation services to all students, the Charter School shall provide comparable transportation services to each homeless child or youth attending the Charter School, as noted above. (42 U.S.C. § 11432(g)(4).)

If the Charter School does not otherwise provide transportation services to all students, the Charter School shall ensure that transportation is provided for homeless students to and from the Charter School, at the request of the parent or guardian (or Charter School Liaison), if the Charter School is the student's school of origin. (42 U.S.C. § 11432(g)(1)(J) Transportation provided by the Charter School will be adequate and appropriate for the Student's situation, but the Charter School does not commit to any one method of transportation for all youth.

High School Graduation Requirements

Homeless students who transfer to the Charter School any time after the completion of their second year of high school shall be exempt from any of the Charter School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless the Charter School makes a finding that the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fourth year of high school.

To determine whether a homeless student is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer or the length of school enrollment may be used, whichever will qualify the student for the exemption.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the student's educational rights holder, and the Charter School Liaison of the availability of the exemption and whether the student qualifies for an exemption.

The Charter School shall notify students who are exempted from the Charter School's additional graduation requirements and the student's educational rights holder of how any of the requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institute, and provide information about transfer opportunities available through the California Community Colleges.

The Charter School shall not require any student who would otherwise be entitled to remain in attendance at the Charter School to accept the exemption from the Charter School's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for

which the student is otherwise eligible. The Charter School shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption. An eligible student's exemption from the Charter School's additional graduation requirements will continue to apply while the student is enrolled in the Charter School or if the student transfers to another school even after the student no longer meets the definition of a homeless child.

The Charter School shall not require or request that a student transfer schools in order to qualify the student for the exemption. Nor shall a student, a student's parent/guardian or educational rights holder, or a student's social worker or probation officer request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

If a student who is exempted from the Charter School's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and would otherwise be entitled to remain in attendance at the Charter School, the Charter School shall not require or request that the student graduate before the end of the student's fourth year of high school.

If the Charter School determines the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fifth year of high school, the Charter School shall do all of the following:

1. Inform the student of the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements;

2. Inform the student and the educational rights holder for the student, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution;

3. Provide information to the student about transfer opportunities available through the California Community Colleges; and

4. Permit the student to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is eighteen (18) years of age or older, or, with the educational rights holder for the student, if the student is younger than eighteen years of age

Professional Development

All administrators, teachers and employees of the Charter School, including the Charter School Liaison, will be provided professional development on the identification, services, and sensitivity necessary when dealing with homeless children and youth. The Charter School Liaison will send verification that the Charter School is providing the required training to school personnel

providing services to youth experiencing homelessness at least annually. (Education Code Section 48852.5(c)(2).)

Notice

For any homeless student who seeks enrollment at the Charter School, written notice will be provided to the parent/guardian at the time of enrollment and at least twice (2) annually while enrolled at the Charter School.

This notice must be signed by the parent/guardian. The notice must outline general rights, include the name of the Charter School Liaison with contact information, and specifically state that (1) the choice of schools homeless children and youth are eligible to attend; (2) that no homeless student is required to attend a separate school for homeless children or youths; (3) that homeless children and youths shall be provided comparable services as described above, including transportation services, educational services; and (4) that homeless children and youths should not be stigmatized by Charter School personnel. (42 U.S.C. § 11432(e)(3)(C).)

Annual Policy Review

The Charter School shall annually review and revise any policies that may act as barriers to the identification of homeless children and youths or the enrollment of homeless children and youths at the Charter School. In reviewing and revising such policies, consideration shall be given to issues concerning transportation, immunization, residency, birth certificates, school records and other documentation, and guardianship. Special attention shall be given to ensuring the identification, enrollment, and attendance of homeless children and youths who are not currently attending school.

School Website Posting

The Charter School shall ensure that the following information is posted, and updated as necessary, on its internet website:

- The name and contact information of the Charter School Liaison(s) for homeless children and youths.
- The contact information of any employee or contractor that assists the Charter School Liaison in completing the liaison's duties.
- Specific information regarding the educational rights and resources available to persons experiencing homelessness.

INSTRUCTION 6020-CPCS

EDUCATION FOR HOMELESS CHILDREN AND YOUTH POLICY

The California Pacific Charter Schools ("CPCS" or the "Charter School") Governing Board desires to ensure that homeless children and youth are provided with equal access to its educational program, have an opportunity to meet the same challenging state academic standards, are provided a free and appropriate public education, are not stigmatized or segregated on the basis of their status as homeless, and to establish safeguards that protect homeless students from discrimination on the basis of their homelessness.

Definition of Homeless Children and Youth

The term "homeless children and youth" means individuals who lack a fixed, regular and adequate nighttime residence and includes children and youth who (42 U.S.C. § 11434a):

1. Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals
2. Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings;
3. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and/or
4. Are migratory children and unaccompanied youth (youth not in the physical custody of a parent or guardian) may be considered homeless if they meet the above definition of "homeless."

Homeless status is determined in cooperation with the parent or guardian. In the case of unaccompanied youth, status is determined by the Charter School Liaison.

Charter School Liaison

The Executive Director designates the following staff person as the School Liaison for homeless students (42 U.S.C. § 11432(g)(1)(J)(ii)):

Yeni Sandoval~~Tiffany Cozzi~~
School Social Worker~~Guidance Counselor~~
949-404-4705~~(949) 427-6529~~
ysandoval@cal-pacs.org~~tcozzi@cal-pacs.org~~

The Charter School Liaison shall ensure that the following requirements are fulfilled by the Charter School (42 U.S.C. § 11432(g)(6)):

1. Homeless students are identified by Charter School personnel, through outreach and coordination activities with other entities and agencies, and through the annual housing questionnaire completed annually for enrollment and re-enrollment.

2. Homeless students enroll in and have a full and equal opportunity to succeed at the Charter School.
3. Homeless students and families receive educational services for which they are eligible including: services through Head Start programs (including Early Head Start programs) under the Head Start Act; early intervention services under part C of the Individuals with Disabilities Education Act ("IDEA"); any other preschool programs administered by the Charter School, if any; and referrals to health care services, dental services, mental health services, substance abuse services, housing services, and other appropriate services
4. Parents/guardians are informed of the educational and related opportunities available to their students and are provided with meaningful opportunities to participate in the education of their students.
5. Public notice of the educational rights of homeless children is disseminated at places frequented by parents/guardians of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the parents/guardians of homeless youth and unaccompanied youth.
6. Enrollment/admissions disputes are mediated in accordance with the law, the Charter School's charter, and Board policy.
7. Parents/guardians and any unaccompanied youth are fully informed of all transportation services, as applicable.
8. Charter School personnel providing services receive professional development and other support.
9. The Charter School Liaison collaborates with state coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging state academic standards as the state establishes for other children and youth; and are informed of their status as independent students and that the youths may obtain assistance from the Charter School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid.

The California Department of Education ("CDE") publishes a list of the contact information for the Homeless Education Liaisons in the state, which is available at: https://www.cde.ca.gov/sp/hs/.

Enrollment

The Charter School shall immediately admit/enroll the student for which the Charter School is a School of Origin. "School of Origin" means the school that the child or youth attended when permanently housed or the school in which the child or youth was last enrolled.

CPCS shall also immediately enroll a homeless youth who seeks to enroll in the Charter School, if the youth would otherwise be eligible to attend and subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School and Board policy. A homeless youth

who is enrolled will have the right to attend classes and participate fully in school activities, including extracurricular activities.

The youth shall be immediately enrolled even if the student lacks records normally required for enrollment (such as previous academic records, records of immunizations, other required health records, proof of residency) or has missed application or enrollment deadlines during any period of homelessness. Records will immediately be requested from the previous school. (42 U.S.C. § 11432(g)(3)(C); Education Code Section 48850(a)(3)(A).)

If the student needs to obtain immunizations or does not possess immunization or other medical records, the Superintendentor designee shall refer the parent/guardian to the Charter School Liaison. The Charter School Liaison shall assist the parent/guardian in obtaining the necessary immunizations or records for the student. (42 U.S.C. § 11432(g)(3)(C).)

A homeless youth may remain in the student's school of origin for the entire period for which the youth is homeless. If a youth obtains permanent housing during an academic year, the youth will be permitted to remain in the school of origin through the end of the academic year.

Enrollment Disputes

If a dispute arises over admissions/enrollment, the student shall be immediately admitted (subject to the Charter School's capacity and pursuant to the procedures stated in the school charter and Board policy), pending final resolution of the dispute, including all available appeals. The parent/guardian shall be provided with a written explanation of the admission/enrollment decision, including an explanation of the parent/guardian's right to appeal the decision. The parent/guardian shall also be referred to the Charter School Liaison. (42 U.S.C. § 11432(g)(3)(E).)

The School Liaison shall carry out the board-adopted dispute resolution and complaint process as expeditiously as possible after receiving notice of the dispute. (42 U.S.C. § 11432(g)(3)(E).)

Comparable Services

Each homeless child or youth shall promptly be provided services comparable to services offered to other students in the Charter School such as (42 U.S.C. § 11432(g)(4)):

1. Transportation services
2. Educational services for which the child or youth meets eligibility criteria, such as educational programs for students with disabilities and educational programs for students with limited English proficiency
3. Programs in vocational and technical education
4. Programs for gifted and talented students

5. Charter School nutrition programs

Transportation

In the event that the Charter School provides transportation services to all students, the Charter School shall provide comparable transportation services to each homeless child or youth attending the Charter School, as noted above. (42 U.S.C. § 11432(g)(4).)

If the Charter School does not otherwise provide transportation services to all students, the Charter School shall ensure that transportation is provided for homeless students to and from the Charter School, at the request of the parent or guardian (or Charter School Liaison), if the Charter School is the student's school of origin. (42 U.S.C. § 11432(g)(1)(J) Transportation provided by the Charter School will be adequate and appropriate for the Student's situation, but the Charter School does not commit to any one method of transportation for all youth.

High School Graduation Requirements

Homeless students who transfer to the Charter School any time after the completion of their second year of high school shall be exempt from any of the Charter School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless the Charter School makes a finding that the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fourth year of high school.

To determine whether a homeless student is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer or the length of school enrollment may be used, whichever will qualify the student for the exemption.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the student's educational rights holder, and the Charter School Liaison of the availability of the exemption and whether the student qualifies for an exemption.

The Charter School shall notify students who are exempted from the Charter School's additional graduation requirements and the student's educational rights holder of how any of the requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institute, and provide information about transfer opportunities available through the California Community Colleges.

The Charter School shall not require any student who would otherwise be entitled to remain in attendance at the Charter School to accept the exemption from the Charter School's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for

which the student is otherwise eligible. The Charter School shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption. An eligible student's exemption from the Charter School's additional graduation requirements will continue to apply while the student is enrolled in the Charter School or if the student transfers to another school even after the student no longer meets the definition of a homeless child.

The Charter School shall not require or request that a student transfer schools in order to qualify the student for the exemption. Nor shall a student, a student's parent/guardian or educational rights holder, or a student's social worker or probation officer request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

If a student who is exempted from the Charter School's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and would otherwise be entitled to remain in attendance at the Charter School, the Charter School shall not require or request that the student graduate before the end of the student's fourth year of high school.

If the Charter School determines the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fifth year of high school, the Charter School shall do all of the following:

1. Inform the student of the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements;

2. Inform the student and the educational rights holder for the student, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution;

3. Provide information to the student about transfer opportunities available through the California Community Colleges; and

4. Permit the student to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is eighteen (18) years of age or older, or, with the educational rights holder for the student, if the student is younger than eighteen years of age

Professional Development

All administrators, teachers and employees of the Charter School, including the Charter School Liaison, will be provided professional development on the identification, services, and sensitivity necessary when dealing with homeless children and youth. The Charter School Liaison will send verification that the Charter School is providing the required training to school personnel

providing services to youth experiencing homelessness at least annually. (Education Code Section 48852.5(c)(2).)

Notice

For any homeless student who seeks enrollment at the Charter School, written notice will be provided to the parent/guardian at the time of enrollment and at least twice (2) annually while enrolled at the Charter School.

This notice must be signed by the parent/guardian. The notice must outline general rights, include the name of the Charter School Liaison with contact information, and specifically state that (1) the choice of schools homeless children and youth are eligible to attend; (2) that no homeless student is required to attend a separate school for homeless children or youths; (3) that homeless children and youths shall be provided comparable services as described above, including transportation services, educational services; and (4) that homeless children and youths should not be stigmatized by Charter School personnel. (42 U.S.C. § 11432(e)(3)(C).)

Annual Policy Review

The Charter School shall annually review and revise any policies that may act as barriers to the identification of homeless children and youths or the enrollment of homeless children and youths at the Charter School. In reviewing and revising such policies, consideration shall be given to issues concerning transportation, immunization, residency, birth certificates, school records and other documentation, and guardianship. Special attention shall be given to ensuring the identification, enrollment, and attendance of homeless children and youths who are not currently attending school.

School Website Posting

The Charter School shall ensure that the following information is posted, and updated as necessary, on its internet website:

- The name and contact information of the Charter School Liaison(s) for homeless children and youths.
- The contact information of any employee or contractor that assists the Charter School Liaison in completing the liaison's duties.
- Specific information regarding the educational rights and resources available to persons experiencing homelessness.

EDUCATION FOR FOSTER AND MOBILE YOUTH POLICY

California Pacific Charter Schools ("CPCS" or the "Charter School") recognizes that Foster and Mobile Youth may face significant barriers to achieving academic success due to their family circumstances, disruption to their educational program, and their emotional, social, and other health needs. To enable such students to achieve state and charter school academic standards, the Charter School shall provide them with full access to the Charter School's educational program and implement strategies identified as required by law and necessary for the improvement of the academic achievement of foster youth in the Charter School's local control and accountability plan ("LCAP").

Definitions

1. **Foster youth:** Foster youth means

    a. A child who has been removed from their home pursuant to Section 309 of the California Welfare and Institutions Code ("WIC").

    b. A child who is the subject of a petition filed pursuant to WIC section 300 or 602 (whether or not the child has been removed from the child's home by juvenile court).

    c. A child who is the subject of a petition filed pursuant WIC section 602, has been removed from the child's home by the juvenile court, and is in foster care.

    d. A nonminor under the transition jurisdiction of the juvenile court, as described in WIC section 450, who satisfies all of the following criteria:

    e. The nonminor has attained 18 years of age while under an order of foster care placement by the juvenile court.

    f. The nonminor is in foster care under the placement and care responsibility of the county welfare department, county probation department, Indian tribe, consortium of tribes, or tribal organization.

    g. The nonminor is participating in a transitional independent living case plan.

    h. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court.[1]

    i. A child who is the subject of a voluntary placement agreement, as defined in WIC section 11400.

[1] The Charter School shall not require an Indian tribe or tribal court representative to certify that any student is a dependent of an Indian tribe, consortium of tribes, or tribal organization.

2. **Former juvenile court school pupil**: means a pupil who, upon completion of the pupil's second year of high school, transfers from a juvenile court school to the Charter School.

3. **Child of a military family***:* refers to a student who resides in the household of an active duty military member.

4. **Currently Migratory Child:** refers to a child who, within the last 12-months, has moved with a parent, guardian, or other person having custody to the Charter School from another Local Educational Agency ("LEA"), either within California or from another state, so that the child or a member of the child's immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child's eligibility for migrant education services. This includes a child who, without the parent/guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.

5. **Educational Rights Holder ("ERH"):** means a parent, guardian, or responsible adult appointed by a court to make educational decisions for a minor pursuant sections 319, 361 or 726, or a person holding the right to make educational decisions for the pupil pursuant to Education Code section 56055.

6. **School of origin:** School of origin means the school that the foster youth attended when permanently housed or the school in which the foster youth was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which the foster youth was last enrolled, or if there is some other school that the foster youth attended within the immediately preceding 15 months, the Charter School liaison for foster youth, in consultation with and with the agreement of the foster youth and the ERH for the foster youth, shall determine, in the best interests of the foster youth the school that shall be deemed the school of origin. For a foster youth who is an individual with exceptional needs as defined in Education Code section 56026, "school" as used in the definition of "school of origin" includes a placement in a nonpublic, nonsectarian school as defined in Education Code section 56034, subject to the requirements of Education Code section 56325.

7. **Best interest:** Best interest means that, in making educational and school placement decisions for foster youth, consideration is given to, among other factors, the opportunity to be educated in the least restrictive educational program and the foster youth's access to academic resources, services, and extracurricular and enrichment activities that are available to all Charter School students.

8. **Newcomer pupil***: Newcomer pupil is a person aged 3 to 21 years, who was not born in any of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, and has not been attending one or more schools in any one or more of the 50 United States, the*

District of Columbia, or the Commonwealth of Puerto Rico, for more than three (3) full academic years.[2]

[2] A "pupil participating in a newcomer program," as defined in Education Code Section 51225.2, as that section read on January 1, 2023, who was enrolled in the Charter School before January 1, 2024, is entitled to the rights of a "newcomer pupil." The Charter School may also, in its discretion, further extend the rights in Education Code Sections 51225.1 and 51225.2 to a "pupil participating in a newcomer program," as defined in Education Code Section 51225.2, as that section read on January 1, 2023.

9. **Partial coursework satisfactorily completed:** This includes any portion of an individual course, even if the pupil did not complete the entire course.

Within this Policy, foster youth, former juvenile court school pupils, a child of a military family, a currently migratory child, and a newcomer pupil will be referred to collectively as "Foster and Mobile Youth."

CHARTER SCHOOL LIAISON

In order to help facilitate the enrollment, placement, and transfer of Foster and Mobile Youth to the Charter School, the Governing Board shall designate a Charter School Foster and Mobile Youth liaison. The Board of Directors designates the following position as the Charter School's liaison for Foster and Mobile Youth:

Yeni Sandoval
Social Worker
(949) 404-4705
ysandoval@cal-pacs.org

The Foster and Mobile Youth Liaison shall be responsible for the following:

1. Ensure and facilitate the proper educational placement, enrollment in the Charter School, and checkout from the Charter School of foster youth.

2. Ensure proper transfer of credits, records, and grades when foster youth transfer to or from the Charter School.

3. When a foster youth is enrolling in the Charter School, the Foster and Mobile Youth Liaison shall contact the school last attended by the student, within two (2) business days to obtain all academic and other records. The last school attended by the foster youth shall provide all required records to the new school regardless of any outstanding fees, fines, textbooks, or other items or money owed to the school last attended. When a foster youth is transferring to a new school, the Foster and Mobile Youth Liaison shall provide the student's records to the new school within two (2) business days of receiving the new

school's request, regardless of any outstanding fees, fines, textbooks, or other items or money owed to the Charter School.

4. When required by law, notify the foster youth's ERH attorney, county social worker, and the appropriate representative of the county child welfare agency, and an Indian child's ERH, tribal social worker and if applicable, county social worker of the student's expulsion or involuntary removal, and at least ten (10) calendar days preceding the date of the following:

    a. An expulsion hearing for a discretionary act under the Charter School's charter.

    b. Any meeting to extend a suspension until an expulsion decision is rendered if the decision to recommend expulsion is a discretionary act under the Charter School's charter. The foster youth's ERH attorney county social worker, an Indian child's ERH, tribal social worker and if applicable, county social worker, and the agency representative will be invited to participate.

    c. A manifestation determination meeting prior to a change in the foster youth's placement if the change in placement is due to an act for which the recommendation for expulsion is discretionary and the student is a student with a disability under state and federal special education laws. The foster youth's ERH, attorney, county social worker, an Indian child's ERH, tribal social worker and if applicable, county social worker and the agency representative will be invited to participate.

5. As needed, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973.

6. As needed, ensure that students in foster care receive appropriate school-based services. such as counseling and health services, supplemental instruction, and after-school services.

7. Develop protocols and procedures for creating awareness for Charter School staff of the requirements for the proper enrollment, placement, and transfer of foster youth.

8. Collaborate with the county placing agency, social services, probation officers, juvenile court officers, and other appropriate agencies to help coordinate services for the Charter School's foster youth.

9. Monitor the educational progress of foster youth and provide reports to the Superintendent or designee and the Board of Directors based on indicators identified in the Charter School's local control and accountability plan.

EDUCATION FOR FOSTER AND MOBILE YOUTH POLICY

This Policy does not grant the Foster and Mobile Youth Liaison authority that supersedes the authority granted under state and federal law to a parent or legal guardian retaining educational rights, a responsible person appointed by the court to represent the child pursuant to WIC sections 319, 361 or 726, a surrogate parent, or a foster parent exercising authority under Education Code section 56055. The role of the Foster and Mobile Youth Liaison is advisory with respect to placement options and determination of the school of origin.

School Stability and Enrollment

1. The Charter School will work with foster youth and their ERH to ensure that each foster youth is placed in the least restrictive educational programs and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all students. All decisions regarding a foster youth's education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

2. Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin if it is in their best interest. The Charter School will immediately enroll a foster youth, a currently migratory child, or child of a military family seeking re-enrollment in the Charter School as their school of origin (subject to the Charter School's capacity, if the Charter School is not the student's school of origin, and pursuant to the procedures stated in the Charter School's charter and Board policy.

3. A foster youth, currently migratory child, or child of a military family who seeks to transfer to the Charter School will be immediately enrolled (subject to the Charter School's capacity, if the Charter School is not the student's school of origin, and pursuant to the procedures stated in the Charter School's charter and Board policy) even if the student has outstanding fees, fines, textbooks, or other items or monies due to the school last attended or is unable to meet normal enrollment documentation (e.g. producing medical records or academic records from a previous school).

4. At the initial detention or placement, or any subsequent change in placement, a foster youth may continue in their school of origin for the duration of the court's jurisdiction. A currently migratory child or child of a military family may continue in their school of origin as long as the student meets the definition of a currently migratory child or child of a military family as described above. Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin following the termination of the court's jurisdiction or termination of the child's status as a currently migratory child or child of a military family, as follows:

    a. For students in Kindergarten through eighth grade, inclusive, the student will be allowed to continue in the school of origin through the duration of the academic year in which the student's status changed.

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b. For students enrolled in high school, the student will be allowed to continue in the school of origin through graduation.

5. If the foster youth, currently migratory child or child of a military family is transitioning between school grade levels, the student shall be allowed to continue in the district of origin in the same attendance area to provide the student the benefit of matriculating with the student's peers in accordance with the established feeder patterns of school districts. A student who is transitioning to a middle school or high school shall be allowed to enroll in the school designated for matriculation in another school district.

6. The Foster and Mobile Youth Liaison may, in consultation with and with the agreement of the foster youth and the ERH for the foster youth, recommend that the foster youth's right to attend the school of origin be waived and the foster youth be enrolled in any district school that the student would otherwise be eligible to attend as a resident of the school district or in the Charter School consistent with current enrollment procedures. All decisions shall be made in accordance with the foster youth's best interests.

7. Prior to making any recommendation to move a foster youth from the youth's school of origin, the Foster and Mobile Youth Liaison shall provide the foster youth and the foster youth's ERH with a written explanation of the basis for the recommendation and how the recommendation serves the foster youth's best interests.

8. If any dispute arises regarding a foster youth's request to remain in the Charter School as the foster youth's school of origin, the foster youth has the right to remain in the Charter School pending resolution of the dispute. The dispute shall be resolved in accordance with the existing Charter School dispute resolution process.

9. If the Charter School operates an intersession program, Charter School shall grant priority access to foster youths. Notwithstanding any other law, if the foster youth will be moving during an intersession period, the pupil's educational rights holder, or Indian custodian in the case of an Indian child, shall determine which school the pupil attends for the intersession period, if applicable. "Intersession program" means an expanded learning program offered by the Charter School on non-school days, including, but not limited to, summer school. "Indian custodian" is as the term is defined in Section 1903 of Title 25 of the United States Code.

Transportation

The Charter School shall not be responsible for providing transportation to allow a foster youth to attend school, unless there is an agreement with a local child welfare agency that the Charter School assumes part or all of the transportation costs in accordance with Section 6312(c)(5) of Title 20 of the United States Code, or unless required by federal law. The Charter School is not prohibited from providing transportation, at its discretion, to allow a foster youth to attend school.

EDUCATION FOR FOSTER AND MOBILE YOUTH POLICY

In accordance with Section 6312(c)(5) of Title 20 of the United States Code, Charter School shall collaborate with local child welfare agencies to develop and implement clear written procedures to address the transportation needs of foster youth to maintain them in their school of origin, when it is in the best interest of the foster youth.

For any student who has an individualized education program ("IEP"), the student's IEP team will determine if the student requires special education transportation as a related service regardless of the student's status.

Effect of Absences on Grades

The grades of a foster youth shall not be lowered for any absence from the Charter School that is due to either of the following circumstances:

1. A decision by a court or placement agency to change the student's placement, in which case the student's grades shall be calculated as of the date the student left school.

2. A verified court appearance or related court-ordered activity.

Transfer of Coursework and Credits

The Charter School shall accept coursework satisfactorily completed by a Foster and Mobile Youth while attending another public school**, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school or agency even if the student did not complete the entire course and shall issue that student full or partial credit for the coursework completed.

The credits accepted pursuant to this paragraph shall be applied for enrollment purposes to the same or equivalent course, if applicable, as the coursework completed in the prior public school, juvenile court school, charter school, school in a country other than the United States, or nonpublic, nonsectarian school. For purposes of the official transcript, the credits accepted pursuant to this paragraph shall be added to the credits earned from the same or equivalent course for purposes of calculating the total credits earned for the course but shall separately identify the school and local educational agency in which the credits were earned.

If a Foster and Mobile Youth transfers in or out of Charter School, Charter School shall issue the full and partial credits on an official transcript for the pupil and shall ensure the transcript includes all of the following:

1. All full and partial credits and grades earned based on any measure of full or partial coursework being satisfactorily completed, including a determination of the days of enrollment or seat time, or both, if applicable, at a school of that local educational agency or a prior local educational agency, or any other public school, juvenile court

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school, charter school, school in a country other than the United States, or nonpublic, nonsectarian school.

2. The credits and grades for each school and local educational agency listed separately so it is clear where they were earned.

3. A complete record of the pupil's seat time, including both period attendance and days of enrollment.

If Charter School has knowledge that the transcript from the transferring local educational agency may not include certain credits or grades for the pupil, it shall contact the prior local educational agency within two business days to request that the prior local educational agency issue full or partial credits pursuant to this paragraph. The prior local educational agency shall issue appropriate credits and provide all academic and other records to Charter School within two business days of the request.

If the Foster and Mobile Youth did not complete the entire course, the youth shall be issued partial credit for the coursework completed and shall not be required to retake the portion of the course that the youth completed at another school unless the Charter School in consultation with the student's ERH, finds that the foster youth is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a Foster and Mobile Youth in any particular course, the youth shall be enrolled in the same or equivalent course, if applicable, so that the youth may continue and complete the entire course.

In no event shall the Charter School prevent a Foster and Mobile Youth from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California.

** For purposes of coursework completed by a student who is a child of a military family, "public school" includes schools operated by the United States Department of Defense.

Applicability of Graduation Requirements:

To obtain a high school diploma from the Charter School, a student must complete all courses required by the Charter School and fulfill any additional graduation requirements prescribed by the Board.

However, Foster and Mobile Youth who transfer to the Charter School any time after the completion of their second year of high school, and newcomer pupils who are in their third or fourth year of high school, shall be exempt from any of the Charter School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless the Charter

EDUCATION FOR FOSTER AND MOBILE YOUTH POLICY

School makes a finding that the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fourth year of high school.

To determine whether a Foster and Mobile Youth is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer,r the length of the student's school enrollment or, for students with significant gaps in school attendance, the student's age as compared to the average age of students in the third or fourth year of high school may be used, whichever will qualify the student for the exemption. For a newcomer pupil, enrollment in grade 11 or 12 based on the average age of students in the third or fourth year of high school may be used to determine whether the student is in theirthird or fourth year of high school.

Within 30 calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the ERH, and where applicable, the student's social worker or probation officer, of the availability of the exemption and whether the student qualifies for the exemption. If the Charter School fails to provide timely notice of the availability of the exemption, the Foster and Mobile Youth shall be eligible for the exemption from the additional graduation requirements once notified, even if that notification occurs after the termination of the court's jurisdiction over the student, if the foster youth otherwise qualifies for the exemption.

If a studentis exempted from the Charter School's additional graduation requirements pursuant to this Policy and completes the statewide coursework requirements specified in Educational Code section 51225.3 before the end of the student's fourth year of high school and that student would otherwise be entitled to remain in attendance at the Charter School, the Charter School shall not require or request that the student graduate before the end of the student's fourth year of high school.

The Superintendent or designee shall notify and consult with a Foster and Mobile Youth and their ERH if the Charter School grants an exemption from the Charter School's additional graduation requirements. The consultation shall include all the following:,
A Foster and Mobile Youth who would otherwise be entitled to remain in attendance at the Charter School shall not be required to accept the exemption from additional graduation requirements or be denied enrollment in, or the ability to complete, courses for which the student is otherwise eligible, including courses necessary to attend an institution of higher education, regardless of whether those courses are required for statewide graduation requirements.

If a Foster and Mobile Youth who was eligible for an exemption and 1) was not properly notified of the availability of the exemption, or 2) previously declined the exemption pursuant to this Policy, the Charter School shall exempt the student within thirty (30) days of the exemption request, if an exemption is requested by the student or the student's ERH, and the student at one time qualified for the exemption, even if the student is no longer a Foster and Mobile Youth or the court's jurisdiction of the pupil has terminated.

EDUCATION FOR FOSTER AND MOBILE YOUTH POLICY

If the student is exempted, the Charter School may not revoke the exemption.

If a Foster and Mobile Youth is exempted from additional graduation requirements pursuant to this policy, the exemption shall continue to apply after the termination of the court's jurisdiction over the student or after the termination of circumstances which make the student eligible while the student is enrolled in school or if the student transfers to another school, including a charter school, or school district.

The Charter School shall not require or request a Foster and Mobile Youth to transfer schools in order to qualify for an exemption from additional graduation requirements, and no Foster and Mobile Youth or any person acting on behalf of a Foster and Mobile Youth may request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

Upon making a finding that a Foster and Mobile Youth is reasonably able to complete the Charter School's additional graduation requirements within the student's fifth year of high school, the Superintendent or designee shall:

1. Consult with the studentand the student's ERH aboutthe student's option to remain in school for a fifth year to complete the Charter School's graduation requirements, consistent with the laws regarding continuous enrollment and satisfactory progress for Charter School students over age 19.
2. Consult with the student and the student's ERH about how remaining in school for a fifth year will affect the student's ability to gain admission to a postsecondary educational institution.
3. Consult with and provide information to the student and the student's ERH about transfer opportunities available through the California Community Colleges.
4. Upon agreement with the student or, if the studentis under 18 years of age, the ERH permit the student to stay in school for a fifth year to complete the Charter School's graduation requirements.
5. For a student identified as a foster youth, consult with the student, and the student's ERH, regarding the student's option to remain in the school of origin

Through January 1, 2028, upon making a finding that a Foster and Mobile Youth **is not reasonably able to complete the Charter School's additional graduation requirements but is reasonably able to complete state coursework requirements specified in Education Code Section 51225.3** within the student's fifth year of high school, the Executive Director or designee shall exempt the pupil from Charter School's graduation requirements and provide pupil the option of remaining in school for a fifth (5^{th}) year to complete the statewide coursework requirements. Charter School shall consult with the Foster and Mobile Youth and their ERH regarding all of the following:

1. The pupil's option to remain in school for a fifth year to complete the statewide coursework requirements.

2. How waiving the local educational requirements and remaining in school for a fifth year may affect the pupil's postsecondary education or vocation plans, including the ability to gain admission to an institution of higher education.

3. Whether any other options are available to the pupil, including, but not limited to, possible credit recovery, and any transfer opportunities available through the California Community Colleges.

4. The pupil's academic data and any other information relevant to making an informed decision on whether to accept the exemption and option to remain in school for a fifth year to complete the statewide coursework requirements.

If a Foster and Mobile Youth is **not** eligible for an exemption in the year in which the pupil transfers between schools, or for a newcomer pupil, is not eligible for an exemption in the student's third year of high school, because Charter School makes a finding that the pupil is reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, then Charter School shall do the following:

1. Within the first 30 calendar days of the ***following*** academic year, Charter School shall reevaluate eligibility;

2. Provide written notice to the pupil, the pupil's ERH, and the pupil's social worker or probation officer, if applicable, whether the pupil qualifies for an exemption upon reevaluation, based on the course completion status of the pupil at the time of reevaluation, to determine if the pupil continues to be reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school.

3. If, given their course completion status at that time the reevaluation is conducted, the pupil is not reasonably able to complete Charter School additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, the Charter School shall provide written notice to the pupil and the pupil's ERH of the pupil's options to:

    i. Receive an exemption from all coursework and other requirements adopted by the governing board body of Charter School that are in addition to the statewide coursework requirements specified in Section 5

    ii. Upon agreement with the pupil's ERH, stay in school for a fifth year to complete the Charter School's additional graduation requirements.

The pupil (if not a minor) or the pupil's ERH shall have sole discretion whether to accept the exemption, based on the pupil's best educational interests.

EDUCATION FOR FOSTER AND MOBILE YOUTH POLICY

If a juvenile court youth satisfies the requirements for high school graduation while enrolled at a juvenile court school but has elected to decline the issuance of the diploma for the purpose of taking additional coursework, the Charter School will not prevent the juvenile court youth from enrolling in the Charter School and pursuing additional coursework if requested by the youth or by the youth's ERH.

Reporting Requirements

Charter School shall report to the California Department of Education ("CDE") annually on the number of pupils who, for the prior school year, graduated with an exemption from the Charter School's graduation requirements that are in addition to the statewide coursework requirements. This data shall be reported for pupils graduating in the fourth year and fifth year cohorts, and shall be disaggregated by cohort, pupil category, race, and disability status. The CDE shall make this data publicly available on an annual basis aligned with other reporting timelines for the California dashboard graduation data. For purposes of this Policy, "pupil category" means the categories of pupils identified in the "Definitions" section of this Policy, above.

Eligibility For Extracurricular Activities

A student who is in foster care whose residence changes pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities.

Waiver of Fees for Afterschool Programs

The Charter School shall not charge any student who the Charter School knows is in foster care any family fees associated with any After-School Education and Safety ("ASES") Program operated by the Charter School.

Student Records

When the Charter School receives a transfer request and/or student records request for the educational information and records of a foster youth from a new LEA, the Charter School shall provide these student records within two (2) business days. The Charter School shall compile the complete educational record of the student, including but not limited to a determination of seat time, full or partial credits earned, current classes and grades, immunization and other records, and, if applicable, a copy of the student's special education records including assessments, IEPs, and/or 504 plans. All requests for student records will be shared with the Foster and Mobile Youth Liaison, who shall be aware of the specific educational record keeping needs of Foster and Mobile Youth.

In accordance with the Charter School's Educational Records and Student Information Policy, under limited circumstances, the Charter School may disclose student records or personally identifiable information contained in those records to certain requesting parties including but not

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limited to a foster family agency and state and local authorities within a juvenile justice system, without parental consent.

Complaints of Noncompliance

Complaints of noncompliance with this Policy shall be governed by the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request at the main office

INSTRUCTION **6030-CPCS**

EDUCATION FOR FOSTER AND MOBILE YOUTH POLICY

California Pacific Charter Schools ("CPCS" or the "Charter School") recognizes that Foster and Mobile Youth may face significant barriers to achieving academic success due to their family circumstances, disruption to their educational program, and their emotional, social, and other health needs. To enable such students to achieve state and charter school academic standards, the Charter School shall provide them with full access to the Charter School's educational program and implement strategies identified as required by law and necessary for the improvement of the academic achievement of foster youth in the Charter School's local control and accountability plan ("LCAP").

Definitions

1. **Foster youth:** Foster youth means ~~a child who has been removed from the child's home pursuant to California Welfare and Institutions Code section 309 and/or is the subject of a petition filed under Welfare and Institutions Code section 300 or 602. This includes children who are the subject of cases in dependency court and juvenile justice court.~~

    a. A child who has been removed from their home pursuant to Section 309 of the California Welfare and Institutions Code ("WIC").

    b. A child who is the subject of a petition filed pursuant to WIC section 300 or 602 (whether or not the child has been removed from the child's home by juvenile court).

    c. A child who is the subject of a petition filed pursuant WIC section 602, has been removed from the child's home by the juvenile court, and is in foster care.

    d. A nonminor under the transition jurisdiction of the juvenile court, as described in WIC section 450, who satisfies all of the following criteria:

    e. The nonminor has attained 18 years of age while under an order of foster care placement by the juvenile court.

    f. The nonminor is in foster care under the placement and care responsibility of the county welfare department, county probation department, Indian tribe, consortium of tribes, or tribal organization.

    g. The nonminor is participating in a transitional independent living case plan.

    h. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court.[1]

    i. A child who is the subject of a voluntary placement agreement, as defined in WIC section 11400.

[1] The Charter School shall not require an Indian tribe or tribal court representative to certify that any student is a dependent of an Indian tribe, consortium of tribes, or tribal organization.

2. **Former juvenile court school pupil**: means a pupil who, upon completion of the pupil's second year of high school, transfers from a juvenile court school to the Charter School.

3. **Child of a military family***:* refers to a student who resides in the household of an active duty military member.

4. **Currently Migratory Child:** refers to a child who, within the last 12-months, has moved with a parent, guardian, or other person having custody to the Charter School from another Local Educational Agency ("LEA"), either within California or from another state, so that the child or a member of the child's immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child's eligibility for migrant education services. ~~"Currently Migratory Child"~~ This includes a child who, without the parent/guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.

5. **Educational Rights Holder ("ERH"):** means a parent, guardian, or responsible adult appointed by a court to make educational decisions for a minor pursuant ~~to Welfare and Institutions Code~~ sections 319, 361 or 726, or a person holding the right to make educational decisions for the pupil pursuant to Education Code section 56055.

6. **School of origin:** School of origin means the school that the foster youth attended when permanently housed or the school in which the foster youth was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which the foster youth was last enrolled, or if there is some other school that the foster youth attended within the immediately preceding 15 months, the Charter School liaison for foster youth, in consultation with and with the agreement of the foster youth and the ERH for the foster youth, shall determine, in the best interests of the foster youth the school that shall be deemed the school of origin. For a foster youth who is an individual with exceptional needs as defined in Education Code section 56026, "school" as used in the definition of "school of origin" includes a placement in a nonpublic, nonsectarian school as defined in Education Code section 56034, subject to the requirements of Education Code section 56325.

7. **Best interest:** Best interest means that, in making educational and school placement decisions for foster youth, consideration is given to, among other factors, the opportunity to be educated in the least restrictive educational program and the foster youth's access to academic resources, services, and extracurricular and enrichment activities that are available to all Charter School students.

8. ~~**Pupil participating in a n** **Newcomer pupil**~~**program**: *Newcomer pupil is a person aged 3 to 21 years, who was not born in any of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, and has not been attending one or more schools in any one or more of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, for more than three (3) full academic years.*[2]

[2] A "pupil participating in a newcomer program," as defined in Education Code Section 51225.2, as that section read on January 1, 2023, who was enrolled in the Charter School before January 1, 2024, is entitled to the rights of a "newcomer pupil." The Charter School may also, in its discretion, further extend the rights in Education Code Sections 51225.1 and 51225.2 to a "pupil participating in a newcomer program," as defined in Education Code Section 51225.2, as that section read on January 1, 2023.

9. **Partial coursework satisfactorily completed:** This includes any portion of an individual course, even if the pupil did not complete the entire course.

~~means a pupil who is participating in a program designed to meet the academic and transitional needs of newly arrived immigrant pupils that has as a primary objective the development of English language proficiency.~~

Within this Policy, foster~~/juvenile court~~ youth, former juvenile court school pupils, a child of a military family, a currently migratory child, and a newcomer pupil ~~participating in the newcomer program~~ will be referred to collectively as "Foster and Mobile Youth."

CHARTER SCHOOL LIAISON

In order to help facilitate the enrollment, placement, and transfer of Foster and Mobile Youth to the Charter School, the Governing Board shall designate a Charter School Foster and Mobile Youth liaison. The Board of Directors designates the following position as the Charter School's liaison for Foster and Mobile Youth:

Yeni Sandoval
Social Worker
(949) 404-4705
ysandoval@cal-pacs.org

The Foster and Mobile Youth Liaison shall be responsible for the following:

1. Ensure and facilitate the proper educational placement, enrollment in the Charter School, and checkout from the Charter School of foster youth.
2. Ensure proper transfer of credits, records, and grades when foster youth ~~students in foster care~~ transfer to or from the Charter School.
3. When a foster youth is enrolling in the Charter School, the Foster and Mobile Youth Liaison shall contact the school last attended by the student, within two (2) business days to obtain all academic and other records. The last school attended by the foster youth

shall provide all required records to the new school regardless of any outstanding fees, fines, textbooks, or other items or money owed to the school last attended. When a foster youth is transferring to a new school, the Foster and Mobile Youth Liaison shall provide the student's records to the new school within two (2) business days of receiving the new school's request, regardless of any outstanding fees, fines, textbooks, or other items or money owed to the Charter School.

4. When required by law, notify the foster youth's ERH attorney, county social worker, and the appropriate representative of the county child welfare agency, and an Indian child's ERH, tribal social worker and if applicable, county social worker of the student's expulsion or involuntary removal, and at least ten (10) calendar days preceding the date of the following:
    a. An expulsion hearing for a discretionary act under the Charter School's charter.
    b. Any meeting to extend a suspension until an expulsion decision is rendered if the decision to recommend expulsion is a discretionary act under the Charter School's charter. The foster youth's ERH attorney county social worker, an Indian child's ERH, tribal social worker and if applicable, county social worker, and the agency representative will be invited to participate.
    c. A manifestation determination meeting prior to a change in the foster youth's placement if the change in placement is due to an act for which the recommendation for expulsion is discretionary and the student is a student with a disability under state and federal special education laws. The foster youth's ERH, attorney, county social worker, an Indian child's ERH, tribal social worker and if applicable, county social worker ~~attorney~~ and the agency representative will be invited to participate.
5. As needed, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973.
6. As needed, ensure that students in foster care receive appropriate school-based services. such as counseling and health services, supplemental instruction, and after-school services.
7. Develop protocols and procedures for creating awareness for Charter School staff of the requirements for the proper enrollment, placement, and transfer of foster youth.
8. Collaborate with the county placing agency, social services, probation officers, juvenile court officers, and other appropriate agencies to help coordinate services for the Charter School's foster youth.
9. Monitor the educational progress of foster youth and provide reports to the Superintendent or designee and the Board of Directors based on indicators identified in the Charter School's local control and accountability plan.

This Policy does not grant the Foster and Mobile Youth Liaison authority that supersedes the authority granted under state and federal law to a parent or legal guardian retaining educational rights, a responsible person appointed by the court to represent the child pursuant to WIC ~~Welfare and Institutions Code~~ sections 319, 361 or 726, a surrogate parent, or a foster parent exercising

authority under Education Code section 56055. The role of the Foster and Mobile Youth Liaison is advisory with respect to placement options and determination of the school of origin.

School Stability and Enrollment

1. The Charter School will work with foster youth and their ERH to ensure that each foster youth is placed in the least restrictive educational programs and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all students. All decisions regarding a foster youth's education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.
2. Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin if it is in their best interest. The Charter School will immediately enroll a foster youth, a currently migratory child, or child of a military family seeking re-enrollment in the Charter School as their school of origin (subject to the Charter School's capacity, if the Charter School is not the student's school of origin, and pursuant to the procedures stated in the Charter School's charter and Board policy.
3. A foster youth, currently migratory child, or child of a military family who seeks to transfer to the Charter School will be immediately enrolled (subject to the Charter School's capacity, if the Charter School is not the student's school of origin, and pursuant to the procedures stated in the Charter School's charter and Board policy) even if the student has outstanding fees, fines, textbooks, or other items or monies due to the school last attended or is unable to meet normal enrollment documentation (e.g. producing medical records or academic records from a previous school).
4. At the initial detention or placement, or any subsequent change in placement, a foster youth may continue in their school of origin for the duration of the court's jurisdiction. A currently migratory child or child of a military family may continue in their school of origin as long as the student meets the definition of a currently migratory child or child of a military family as described above. Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin following the termination of the court's jurisdiction or termination of the child's status as a currently migratory child or child of a military family, as follows:
    a. For students in Kindergarten through eighth grade, inclusive, the student will be allowed to continue in the school of origin through the duration of the academic year in which the student's status changed.
    b. For students enrolled in high school, the student will be allowed to continue in the school of origin through graduation.
5. If the foster youth, currently migratory child or child of a military family is transitioning between school grade levels, the student shall be allowed to continue in the district of origin in the same attendance area to provide the student the benefit of matriculating with the student's peers in accordance with the established feeder patterns of school districts. A student who is transitioning to a middle school or high school shall be allowed to enroll in the school designated for matriculation in another school district.

6. The Foster and Mobile Youth Liaison may, in consultation with and with the agreement of the foster youth and the ERH for the foster youth, recommend that the foster youth's right to attend the school of origin be waived and the foster youth be enrolled in any district school that the student would otherwise be eligible to attend as a resident of the school district or in the Charter School consistent with current enrollment procedures. All decisions shall be made in accordance with the foster youth's best interests.
7. Prior to making any recommendation to move a foster youth from the youth's school of origin, the Foster and Mobile Youth Liaison shall provide the foster youth and the foster youth's ERH with a written explanation of the basis for the recommendation and how the recommendation serves the foster youth's best interests.
8. If any dispute arises regarding a foster youth's request to remain in the Charter School as the foster youth's school of origin, the foster youth has the right to remain in the Charter School pending resolution of the dispute. The dispute shall be resolved in accordance with the existing Charter School dispute resolution process.
9. If the Charter School operates an intersession program, Charter School shall grant priority access to foster youths. Notwithstanding any other law, if the foster youth will be moving during an intersession period, the pupil's educational rights holder, or Indian custodian in the case of an Indian child, shall determine which school the pupil attends for the intersession period, if applicable. "Intersession program" means an expanded learning program offered by the Charter School on nonschooldays, including, but not limited to, summer school. "Indian custodian" is as the term is defined in Section 1903 of Title 25 of the United States Code.

Transportation

The Charter School shall not be responsible for providing transportation to allow a foster youth to attend school, unless there is an agreement with a local child welfare agency that the Charter School assumes part or all of the transportation costs in accordance with Section 6312(c)(5) of Title 20 of the United States Code, or unless required by federal law. The Charter School is not prohibited from providing transportation, at its discretion, to allow a foster youth to attend school.

In accordance with Section 6312(c)(5) of Title 20 of the United States Code, Charter School shall collaborate with local child welfare agencies to develop and implement clear written procedures to address the transportation needs of foster youth to maintain them in their school of origin, when it is in the best interest of the foster youth.

For any student who has an individualized education program ("IEP"), the student's IEP team will determine if the student requires special education transportation as a related service regardless of the student's status.

Effect of Absences on Grades

EDUCATION FOR FOSTER AND MOBILE YOUTH POLICY

The grades of a foster youth shall not be lowered for any absence from the Charter School that is due to either of the following circumstances:

1. A decision by a court or placement agency to change the student's placement, in which case the student's grades shall be calculated as of the date the student left school.
2. A verified court appearance or related court-ordered activity.

Transfer of Coursework and Credits

The Charter School shall accept coursework satisfactorily completed by a Foster and Mobile Youth while attending another public school**, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school or agency even if the student did not complete the entire course and shall issue that student full or partial credit for the coursework completed.

The credits accepted pursuant to this paragraph shall be applied for enrollment purposes to the same or equivalent course, if applicable, as the coursework completed in the prior public school, juvenile court school, charter school, school in a country other than the United States, or nonpublic, nonsectarian school. For purposes of the official transcript, the credits accepted pursuant to this paragraph shall be added to the credits earned from the same or equivalent course for purposes of calculating the total credits earned for the course but shall separately identify the school and local educational agency in which the credits were earned.

If a Foster and Mobile Youth transfers in or out of Charter School, Charter School shall issue the full and partial credits on an official transcript for the pupil and shall ensure the transcript includes all of the following:

1. All full and partial credits and grades earned based on any measure of full or partial coursework being satisfactorily completed, including a determination of the days of enrollment or seat time, or both, if applicable, at a school of that local educational agency or a prior local educational agency, or any other public school, juvenile court school, charter school, school in a country other than the United States, or nonpublic, nonsectarian school.
2. The credits and grades for each school and local educational agency listed separately so it is clear where they were earned.
3. A complete record of the pupil’s seat time, including both period attendance and days of enrollment.

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EDUCATION FOR FOSTER AND MOBILE YOUTH POLICY

If Charter School has knowledge that the transcript from the transferring local educational agency may not include certain credits or grades for the pupil, it shall contact the prior local educational agency within two business days to request that the prior local educational agency issue full or partial credits pursuant to this paragraph. The prior local educational agency shall issue appropriate credits and provide all academic and other records to Charter School within two business days of the request.

¶

If the Foster and Mobile Youth did not complete the entire course, the youth shall be issued partial credit for the coursework completed and shall not be required to retake the portion of the course that the youth completed at another school unless the Charter School in consultation with the student's ERH, finds that the foster youth is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a Foster and Mobile Youth in any particular course, the youth shall be enrolled in the same or equivalent course, if applicable, so that the youth may continue and complete the entire course.

In no event shall the Charter School prevent a Foster and Mobile Youth from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California.

** For purposes of coursework completed by a student who is a child of a military family, "public school" includes schools operated by the United States Department of Defense.

Applicability of Graduation Requirements:

To obtain a high school diploma from the Charter School, a student must complete all courses required by the Charter School and fulfill any additional graduation requirements prescribed by the Board.

However, Foster and Mobile Youth who transfer to the Charter School any time after the completion of their second year of high school, and newcomer pupils ~~participating in a newcomer program~~ who are in their third or fourth year of high school, shall be exempt from any of the Charter School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless the Charter School makes a finding that the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fourth year of high school.

To determine whether a Foster and Mobile Youth is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer, ~~or~~ the length of the student's school enrollment or, for students with significant gaps in school attendance, the student's age as compared to the average age of students in the third or fourth year of high

school may be used, whichever will qualify the student for the exemption. For a newcomer pupil ~~participating in a newcomer program~~, enrollment in grade 11 or 12 based on the average age of students in the third or fourth year of high school may be used to determine whether the student is in their~~his or her~~ third or fourth year of high school.

Within 30 calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the ERH, and where applicable, the student's social worker or probation officer, of the availability of the exemption and whether the student ~~foster youth~~ qualifies for the exemption. If the Charter School fails to provide timely notice of the availability of the exemption, the Foster and Mobile Youth shall be eligible for the exemption from the additional graduation requirements once notified, even if that notification occurs after the termination of the court's jurisdiction over the student, if the foster youth otherwise qualifies for the exemption.

If a student~~foster youth~~ is exempted from the Charter School's additional graduation requirements pursuant to this Policy and completes the statewide coursework requirements specified in Educational Code section 51225.3 before the end of the student's fourth year of high school and that student would otherwise be entitled to remain in attendance at the Charter School, the Charter School shall not require or request that the student graduate before the end of the student's fourth year of high school.

The Superintendent or designee shall notify and consult with a Foster and Mobile Youth and their ERH if the Charter School grants an exemption from the Charter School's additional graduation requirements. The consultation shall include all the following:, ~~how any requirements that are waived will affect the foster youth's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges.¶~~

~~¶~~

~~1. Discussion regarding how any of the requirements that are waived may affect the pupil's postsecondary education or vocation plans, including the ability to gain admission to a postsecondary educational institution.¶~~

~~2. Discussion and information about other options available to the pupil, including, but not limited to, a fifth year of high school, possible credit recovery, and any transfer opportunities available through the California Community Colleges.¶~~

~~3. Consideration of the pupil's academic data and any other information relevant to making an informed decision on whether to accept the exemption.¶~~

~~¶~~

A Foster and Mobile Youth who would otherwise be entitled to remain in attendance at the Charter School shall not be required to accept the exemption from additional graduation requirements or be denied enrollment in, or the ability to complete, courses for which the

student is otherwise eligible, including courses necessary to attend an institution of higher education, regardless of whether those courses are required for statewide graduation requirements.

If a Foster and Mobile Youth who was eligible for an exemption and 1) was not properly notified of the availability of the exemption, or 2) previously declined the exemption pursuant to this Policy, the Charter School shall exempt the student within thirty (30) days of the exemption request, if an exemption is requested by the student or the student's ERH, and the student at one time qualified for the exemption, even if the student is no longer a Foster and Mobile Youth or the court's jurisdiction of the pupil has terminated.

~~If an eligible student is not exempted from additional graduation requirements or has previously declined the exemption pursuant to this policy, the Charter School shall exempt the student at any time if an exemption is requested by the foster youth and the foster youth qualifies for the exemption. Likewise,~~

~~i~~If the student ~~foster youth~~ is exempted, the Charter School may not revoke the exemption.

If a Foster and Mobile Youth is exempted from additional graduation requirements pursuant to this policy~~section~~, the exemption shall continue to apply after the termination of the court's jurisdiction over the student or after the termination of circumstances which make the s~~S~~tudent eligible while the student is enrolled in school or if the student transfers to another school, including a charter school, or school district.

The Charter School shall not require or request a Foster and Mobile Youth to transfer schools in order to qualify for an exemption from additional graduation requirements, and no Foster and Mobile Youth or any person acting on behalf of a Foster and Mobile Youth may request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

Upon making a finding that a Foster and Mobile Youth is reasonably able to complete the Charter School's additional graduation requirements within the student's fifth year of high school, the Superintendent or designee shall:

1. Consult with ~~Inform~~ the student~~foster youth~~ and the student's ERH about~~of~~ the student~~foster youth~~'s option to remain in school for a fifth year to complete the Charter School's graduation requirements, consistent with the laws regarding continuous enrollment and satisfactory progress for Charter School students over age 19.
2. Consult with ~~Inform~~ the student~~foster youth~~ and the student's ERH about how remaining in school for a fifth year will affect the student~~foster youth~~'s ability to gain admission to a postsecondary educational institution.

3. Consult with and pProvide information to the student and the student's ERH~~foster youth~~ about transfer opportunities available through the California Community Colleges.
4. Upon agreement with the student~~foster youth~~ or, if the student~~foster youth~~ is under 18 years of age, the ERH permits the student~~foster youth~~ to stay in school for a fifth year to complete the Charter School's graduation requirements.
5. For a student identified as a foster youth, consult with the student, and the student's ERH, regarding the student's option to remain in the school of origin

Through January 1, 2028, upon making a finding that a Foster and Mobile Youth **is not reasonably able to complete the Charter School's additional graduation requirements but is reasonably able to complete state coursework requirements specified in Education Code Section 51225.3** within the student's fifth year of high school, the Executive Director or designee shall exempt the pupil from Charter School's graduation requirements and provide pupil the option of remaining in school for a fifth (5^{th}) year to complete the statewide coursework requirements. Charter School shall consult with the Foster and Mobile Youth and their ERH regarding all of the following:

1. The pupil's option to remain in school for a fifth year to complete the statewide coursework requirements.

2. How waiving the local educational requirements and remaining in school for a fifth year may affect the pupil's postsecondary education or vocation plans, including the ability to gain admission to an institution of higher education.

3. Whether any other options are available to the pupil, including, but not limited to, possible credit recovery, and any transfer opportunities available through the California Community Colleges.

4. The pupil's academic data and any other information relevant to making an informed decision on whether to accept the exemption and option to remain in school for a fifth year to complete the statewide coursework requirements.

¶

If a Foster and Mobile Youth is **not** eligible for an exemption in the year in which the pupil transfers between schools, or for a newcomer pupil, is not eligible for an exemption in the

student's third year of high school, because Charter School makes a finding that the pupil is reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, then Charter School shall do the following:¶

1. Within the first 30 calendar days of the ***following*** academic year, Charter School shall reevaluate eligibility;

2. Provide written notice to the pupil, the pupil's ERH, and the pupil's social worker or probation officer, if applicable, whether the pupil qualifies for an exemption upon reevaluation, based on the course completion status of the pupil at the time of reevaluation, to determine if the pupil continues to be reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school.

3. If, given their course completion status at that time the reevaluation is conducted, the pupil is not reasonably able to complete Charter School additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, the Charter School shall provide written notice to the pupil and the pupil's ERH of the pupil's options to:

    i. Receive an exemption from all coursework and other requirements adopted by the governing board body of Charter School that are in addition to the statewide coursework requirements specified in Section 5

    ii. Upon agreement with the pupil's ERH, stay in school for a fifth year to complete the Charter School's additional graduation requirements.

¶

The pupil (if not a minor) or the pupil's ERH shall have sole discretion whether to accept the exemption, based on the pupil's best educational interests.

If a juvenile court youth satisfies the requirements for high school graduation while enrolled at a juvenile court school but has elected to decline the issuance of the diploma for the purpose of taking additional coursework, the Charter School will not prevent the juvenile court youth from enrolling in the Charter School and pursuing additional coursework if requested by the youth or by the youth's ERH.

Reporting Requirements

EDUCATION FOR FOSTER AND MOBILE YOUTH POLICY

Charter School shall report to the California Department of Education ("CDE") annually on the number of pupils who, for the prior school year, graduated with an exemption from the Charter School's graduation requirements that are in addition to the statewide coursework requirements. This data shall be reported for pupils graduating in the fourth year and fifth year cohorts, and shall be disaggregated by cohort, pupil category, race, and disability status. The CDE shall make this data publicly available on an annual basis aligned with other reporting timelines for the California dashboard graduation data. For purposes of this Policy, "pupil category" means the categories of pupils identified in the "Definitions" section of this Policy, above.

¶

Eligibility For Extracurricular Activities

A student who is in foster care whose residence changes pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities.

Waiver of Fees for Afterschool Programs

The Charter School shall not charge any student who the Charter School knows is in foster care any family fees associated with any After-School Education and Safety ("ASES") Program operated by the Charter School.

¶

Student Records

When the Charter School receives a transfer request and/or student records request for the educational information and records of a foster youth from a new LEA, the Charter School shall provide these student records within two (2) business days. The Charter School shall compile the complete educational record of the student, including but not limited to a determination of seat time, full or partial credits earned, current classes and grades, immunization and other records, and, if applicable, a copy of the student's special education records including assessments, IEPs, and/or 504 plans. All requests for student records will be shared with the Foster and Mobile Youth Liaison, who shall be aware of the specific educational record keeping needs of Foster and Mobile Youth.

In accordance with the Charter School's Educational Records and Student Information Policy, under limited circumstances, the Charter School may disclose student records or personally identifiable information contained in those records to certain requesting parties including but not

limited to a foster family agency and state and local authorities within a juvenile justice system, without parental consent.

¶

Complaints of Noncompliance

Complaints of noncompliance with this Policy shall be governed by the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request at the main office

BOARD POLICIES AND PROCEDURES 9000-CPCS

ROLE OF THE BOARD

Board of Directors (Board)

The Board has been appointed and/or selected to provide leadership and oversight of the non-profit corporation that operates charter school(s). The Board shall ensure that the non-profit corporation is responsive to the values, beliefs, and priorities of the communities it serves.

The Board shall work with the Superintendent/CEO to fulfill its major responsibilities, which include:

1. Setting the direction for the non-profit corporation through a process that involves the counties, communities, parents/guardians, students, and staff and is focused on student learning and achievement

2. Establishing an effective and efficient organizational structure for the non-profit corporation by:

    a. Employing the Superintendent/CEO and setting policy for hiring of other personnel

    b. Overseeing the development and adoption of policies

    c. Establishing academic expectations and adopting the curriculum and instructional materials

    d. Establishing budget priorities and adopting the budget

    e. Providing safe, adequate administrative facilities that support the school's operations

3. Providing support to the Superintendent/CEO and staff as they carry out the Board's direction by:

    a. Establishing and adhering to standards of responsible governance

    b. Making decisions and providing resources that support the non-profit corporation's priorities and goals

    c. Upholding Board policies

    d. Being knowledgeable about school programs and efforts in order to serve as effective spokespersons

ROLE OF THE BOARD

4. Ensuring accountability to the public for the performance of the school(s) by:
   a. Evaluating the Superintendent/CEO and setting policy for the evaluation of other personnel

   b. Monitoring and evaluating the effectiveness of policies

   c. Monitoring student achievement, program effectiveness, and program changes as necessary

   d. Monitoring and adjusting school finances

5. Providing leadership and advocacy on behalf of students, the educational program, and public education in order to build support within the local counties and communities.

BOARD POLICIES AND PROCEDURES 9005-CPCS

GOVERNANCE STANDARDS

The Board of Directors (Board) believes that its primary responsibility is to act in the best interests of every student in the school(s). The Board is also committed to parents/guardians, counties, communities, employees, the state of California, and the laws pertaining to public education, as well as established policies of the school(s). To maximize board effectiveness and public confidence in Board governance, Board members are expected to govern responsibly and hold themselves to the highest standards of ethical conduct.

The Board expects its members to work with each other and the Superintendent/CEO to ensure that a high-quality education is provided to each student. Each individual Board member shall:

1. Keep learning and achievement for all students as the primary focus
2. Value, support, and advocate for public education
3. Recognize and respect differences of perspective and style on the Board and among staff, students, parents, and the counties and communities it serves
4. Act with dignity, and understand the implications of demeanor and behavior
5. Keep confidential matters confidential
6. Participate in professional development and commit the time and energy necessary to be an informed and effective leader
7. Understand the distinctions between Board and staff roles, and refrain from performing management functions that are the responsibility of the Superintendent/CEO and other staff
8. Understand that authority rests with the Board as a whole and not with individuals

Board members shall also assume collective responsibility for building unity and creating a positive organizational culture. To operate effectively, the Board shall have a unity of purpose and:

1. Keep the non-profit corporation focused on learning and achievement for all students
2. Communicate a common vision
3. Operate openly, with trust and integrity
4. Govern in a dignified and professional manner, treating everyone with civility and respect

GOVERNANCE STANDARDS

5. Govern within Board-adopted policies and procedures

6. Take collective responsibility for the Board's performance

7. Periodically evaluate its own effectiveness

8. Ensure opportunities for the diverse range of views in the students, staff, counties, and communities it serves to inform Board deliberations

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BOARD POLICIES AND PROCEDURES 9010-CPCS

PUBLIC STATEMENTS

The Board of Directors (Board) recognizes the responsibility of Board members in their role as leaders to participate in public discourse on matters of civic or community interest, including those involving the non-profit corporation, and their right to freely express their personal views. However, to ensure communication of a consistent, unified message regarding non-profit corporation issues, Board members are expected to respect the authority of the Board to choose its representatives to communicate its positions and to abide by established protocols.

All public statements authorized to be made on behalf of the Board shall be made by the Chair of the Board, if appropriate, by the Superintendent/CEO or other designated representative.

When speaking for the non-profit corporation, the Board encourages its spokespersons to exercise restraint and tact and to communicate the message in a manner that promotes public confidence in the Board's leadership.

Board spokespersons shall not disclose confidential information or information received in closed session except when authorized by a majority of the Board, nor shall Board spokespersons express any support for (or opposition to) any candidate(s) for political office. The Board must ensure that any statements or informational materials concerning proposed legislation or political candidates are provided in a neutral, nonpartisan, and educational manner that is consistent with state and federal restrictions for 501(c)(3) nonprofits and public agencies.

When speaking to community groups, members of the public, or the media, individual Board members should recognize that their statements may be perceived as reflecting the views and positions of the Board. Board members have a responsibility to identify personal viewpoints as such and not as the viewpoint of the Board.

In addition, the Board encourages members who participate on social networking sites, blogs, or other discussion or informational sites to conduct themselves in a respectful, courteous, and professional manner and to model good behavior for students and the community. Such electronic communications are subject to the same standards and protocols established for other forms of communication. Furthermore, the Brown Act prohibits Board members from responding directly to any community on an internet-based social media platform regarding a matter that is within the subject-matter jurisdiction of the Board (e.g., charter school operations) that is made, posted, or shared by any other Board member.

BOARD POLICIES AND PROCEDURES 9011-CPCS

DISCLOSURE OF CONFIDENTIAL/PRIVILEGED INFORMATION

The Board of Directors (Board) recognizes the importance of maintaining the confidentiality of information acquired as part of a Board member's official duties. Confidential/privileged information shall be released only to the extent authorized by law and upon approval from the Board.

Disclosure of Closed Session Information

A Board member shall not disclose confidential information acquired during a closed session to a person not entitled to receive such information, unless a majority of the Board has authorized its disclosure.

Confidential information means a communication made in a closed session that is specifically related to the basis for the Board to meet lawfully in closed session.

Other Disclosures

A Board member shall not disclose, for pecuniary gain, confidential information acquired in the course of his/her official duties. Confidential information includes information that is not a public record subject to disclosure under the Public Records Act, information that by law may not be disclosed, or information that may have a material financial effect on the Board member.

Disclosures excepted from this prohibition are those made to law enforcement officials when reporting on improper governmental activities.

BOARD POLICIES AND PROCEDURES 9012-CPCS

BOARD MEMBER ELECTRONIC COMMUNICATIONS

The Board of Directors (Board) recognizes that electronic communication is an efficient and convenient way for Board members to communicate and expedite the exchange of information within the non-profit corporation and with members of the public. Board members shall exercise caution so as to ensure that electronic communications are not used as a means for the Board to deliberate outside of an agendized Board meeting nor to circumvent the public's right to access records regarding the non-profit corporation.

A quorum of the Board shall not, outside of an authorized Board meeting, use a series of electronic communications of any kind (including communications on an internet-based social media platform), directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board.

Examples of permissible electronic communications concerning the non-profit corporation include, but are not limited to, dissemination of Board meeting agendas and agenda packets, reports of activities from the Superintendent/CEO, and reminders regarding meeting times, dates, and places.

In addition, Board members may use electronic communications to discuss matters that do not pertain to the non-profit corporation, regardless of the number of Board members participating in the discussion. However, Board members must be clear that any communications regarding a candidate for political office or proposed legislation are their own personal viewpoints and do not represent the Board, the non-profit corporation, or the school.

Board members shall make every effort to ensure that their electronic communications conform to the same standards and protocols established for other forms of communication. A Board member may respond, as appropriate, to an electronic communication received from a member of the community and should make clear that their response does not necessarily reflect the views of the Board as a whole, the non-profit corporation, or the school. Any complaint or request for information should be forwarded to the Superintendent/CEO in accordance with Board policies and procedures so that the issue may receive proper consideration and be handled through the appropriate non-profit corporation process including compliance with the Public Records Act, as applicable. As appropriate, communication received from the media shall be forwarded to the Superintendent/CEO.

To the extent possible, electronic communications regarding any non-profit corporation-related business shall be transmitted through a non-profit corporation-provided device or account. Conversely, personal communications shall not be transmitted through a non-profit corporation-provided device or account, nor shall communications regarding candidates for political office or proposed legislation without prior approval from the Board. Board members should keep in mind that electronic communications transmitted through a provided device or account, or pertaining to charter school matters, may be subject to public disclosure under the Public Records Act.

BOARD POLICIES AND PROCEDURES 9100-CPCS

ORGANIZATION

Each year in or around December, the Board of Directors (Board) shall hold an annual organizational meeting.

At this meeting the Board shall:

1. Elect a chair of the Board and a clerk and/or vice chair from its members

2. Appoint the Superintendent/CEO or the Superintendent/CEO's designee as secretary to the Board

3. Authorize signatures

4. Designate Board representatives to serve on committees or commissions of the non-profit corporation, other public agencies, or organizations with which the non-profit corporation partners or collaborates

5. Review and/or consider resources that define and clarify the Board's governance and leadership roles and responsibilities, including, but not limited to, governance standards, meeting protocols, Board rules and bylaws, and other Board development materials

6. Each current Board member that will be continuing their term to serve on the Board and any new Board members will sign the code of ethics.

Election of Officers

The election of Board officers shall be conducted during an open session of the annual organizational meeting. The Board shall, each year, elect its entire slate of officers with the consent of the member to accept the position. The Board chair may serve in this position for up to three years.

Appointment of Board Members

In any year in which a vacancy will occur, the Board will solicit applications to fill the vacancy. The Board will establish an ad hoc nominating committee to review applications and submit candidates for the Board's consideration in accordance with the timelines set forth in the Bylaws. Applicant(s) approved by the ad hoc nominating committee will be presented to the Board during an open session. Upon majority vote by the Board, the candidate(s) will be appointed to an initial five (5) year term.

TERMS OF OFFICE

The Board of Directors (Board) shall consist of three (3) to nine (9) members whose terms shall be staggered as best as possible to maintain a quorum.

The initial term of office for Board members shall be five years, commencing on the next Board meeting following their appointment. At the end of the Board member's initial term, directors will be appointed to one, two, or three-year staggered terms as determined by the Board. Thereafter, each director shall hold office unless otherwise removed from office in accordance with the bylaws for three (3) years until a successor director has been designated and assigned.

Board members whose terms have expired shall continue to discharge the duties of office until their successors have qualified by taking the oath of office.

BOARD POLICIES AND PROCEDURES 9121-CPCS

CHAIR OF THE BOARD

The Board of Directors (Board) shall elect a Chairman or "Chair" from among its members to provide leadership on behalf of the governance team and the educational counties and communities it serves for up to three (3) years.

To ensure that Board meetings are conducted in an efficient, transparent, and orderly manner, the Chair shall:

1. Call such meetings of the Board as deemed necessary, giving notice as required by law

2. Consult with the Superintendent/CEO or designee on the preparation of Board meeting agendas

3. Call the meeting to order at the appointed time and preside over the meeting.

4. Announce the business to come before the Board in its proper order

5. Enforce the Board's Bylaws related to the conduct of meetings and help ensure compliance with applicable requirements of the Brown Act

6. Recognize persons who desire to speak, and protect the speaker who has the floor from disturbance or interference

7. Facilitate the Board's effective deliberation, ensuring that each Board member has an opportunity to participate in the deliberation and that the discussion remains focused

8. Rule on issues of parliamentary procedure

9. Put motions to a vote, and clearly state the results of the vote

The Chair shall have the same rights as other members of the Board, including the right to discuss and vote on all matters before the Board.

The Chair shall perform other duties in accordance with law and board policy including, but not limited to:

1. Signing all instruments, acts, orders, and resolutions necessary to comply with legal requirements and carry out the will of the Board

2. Working with the Superintendent/CEO or designee to ensure that board members have the necessary materials and information

3. Subject to Board approval, appointing and dissolving all committees

CHAIR OF THE BOARD

4. In conjunction with the Superintendent/CEO or designee, representing the non-profit corporation as the Board's spokesperson in communications with the media

5. Leading the Board's advocacy efforts to build support within the local community and at the state and national levels

The Chair may participate in the California School Boards Association's Board President's Workshop and other professional development opportunities to enhance their leadership skills.

When the Chair resigns or is absent, the vice chair shall perform the Chair's duties. When both the Chair and vice chair are absent, the clerk shall perform the Chair's duties.

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BOARD POLICIES AND PROCEDURES 9122-CPCS

SECRETARY

The Board of Directors (Board) shall appoint the Superintendent/CEO or a designee of the Superintendent/CEO to serve as secretary to the Board. The secretary to the Board shall be responsible for maintaining an accurate and complete record of all board proceedings and shall:

1. Prepare, distribute, and maintain the board agenda

2. Record, distribute, and maintain the board minutes

3. Maintain board records and documents

4. Conduct official correspondence for the board

5. As directed by the board, sign and execute official papers

6. Perform other duties as assigned by the board

BOARD POLICIES AND PROCEDURES 9123-CPCS

CLERK

The Board of Directors (Board) shall elect a clerk from its own membership at the annual organizational meeting.

The duties of the clerk shall be to:

1. Certify or attest to actions taken by the Board when required
2. Maintain such other records or reports as required by law
3. Sign documents on behalf of the non-profit and/or school as directed by the Board
4. Serve as presiding officer in the absence of the chair and vice chair
5. Notify board members and members-elect of the date and time for the annual organizational meeting
6. Perform any other duties assigned by the Board

BOARD POLICIES AND PROCEDURES 9200-CPCS

LIMITS OF BOARD MEMBER AUTHORITY

The Board of Directors (Board) recognizes that the Board is the unit of authority over the non-profit corporation and that a Board member has no individual authority. Board members shall hold the education of students above any partisan principle, group interest, or personal interest.

Unless agreed to by the Board as a whole, individual members of the Board shall not exercise any administrative responsibility with respect to the schools or command the services of any school employee. Individual Board members shall submit requests for information to the Superintendent/CEO. Board members shall refer Board-related correspondence to the Superintendent/CEO for forwarding to the Board or for placement on the Board's agenda, as appropriate.

Individual Board members do not have the authority to resolve complaints. Any Board member approached directly by a person with a complaint should refer the complainant to the Superintendent/CEO or designee so that the problem may receive proper consideration and be handled through the appropriate non-profit corporation process.

A Board member whose child is attending a non-profit corporation school should be aware of their role as a Board member when interacting with non-profit corporation employees about their child, as well as the Board member’s responsibility to avoid a potential conflict of interest.

The Superintendent/CEO or designee shall provide a copy of the state's open meeting laws (Brown Act) and conflict of interest rules (including the Political Reform Act, Government Code section 1090, and the nonprofit corporation laws) to each Board member and to anyone who is elected to the Board but has not yet assumed office.

Board members and persons elected to the Board who have not yet assumed office are responsible for complying with the requirements of the Brown Act and conflict of interest rules.

BOARD POLICIES AND PROCEDURES 9222- CPCS

RESIGNATION

A member of the Board of Directors (Board) who wishes to resign from the Board shall file a written resignation with the Superintendent/CEO and Chair of the Board.

The resignation shall become effective when given to the Superintendent/CEO and Chair of the Board, except when a deferred effective date is specified in the resignation. A Board member may not defer the effective date of their resignation for more than 60 days after he/she files the resignation with the Superintendent/CEO and Chair of the Board.

Once filed, a written resignation, whether specifying a deferred effective date or otherwise, shall be irrevocable.

A Board member who tenders their resignation with a deferred effective date shall, until the effective date of the resignation, continue to exercise all the powers of the office, except that they shall not have the right to vote for their successor in an action taken by the Board to make a provisional appointment.

A Board member who resigns shall file, within 30 days of leaving office, a revised Statement of Economic Interest/Form 700 covering the period of time between the closing date of the last statement required to be filed and the date he/she leaves office.

Policy Adopted: June 21, 2022
Policy Revised: June 20, 2023
Policy Reviewed: August 13, 2025

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BOARD POLICIES AND PROCEDURES 9223-CPCS

FILLING VACANCIES

Events Causing a Vacancy

A vacancy on the Board of Directors (Board) may occur for any of the following events:

1. The death of an incumbent

2. The adjudication pursuant to a quo warranto proceeding declaring that an incumbent is physically or mentally incapacitated due to disease, illness, or accident and that there is reasonable cause to believe that the incumbent will not be able to perform the duties of their office for the remainder of their term

3. A Board member's resignation

   A vacancy resulting from resignation occurs when the written resignation is filed with the Superintendent/CEO and Chair of the Board. A Board member may not defer the effective date of their resignation for more than 60 days after he/she files the resignation with the Superintendent/CEO and Chair of the Board.

4. In the case of illness or other urgent necessity, and upon a proper showing thereof, the time limited for absence may be extended by the Board.

   For federal military deployment, not to exceed an absence of a total of six months, as a member of the armed forces of the United States or the California National Guard

   If the absence of the Board member for this purpose exceeds six months, the Board may approve an additional six-month absence upon showing that there is a reasonable expectation that the member will return within the second six-month period, and the Board may appoint an interim member to serve in their absence and adhere to The Uniformed Services Employment and Reemployment Rights Act (USSERA), guidelines. If two or more members of the Board are absent by reason of these circumstances, and those absences result in the inability to establish a quorum at a regular meeting, the Board may immediately appoint one or more interim members as necessary to enable the Board to conduct business and discharge its responsibilities. The term of an interim member appointed in these circumstances shall not extend beyond the return of the absent Board member or beyond the next regularly scheduled appointment for that office, whichever occurs first.

5. A Board member will be dismissed if:

   a. A Board member's ceasing to discharge the duties of their office for a ~~the~~ period of three consecutive months, except when prevented by illness

FILLING VACANCIES

b. A Board member's conviction of a felony or any offense involving a violation of their official duties or conviction of a designated crime resulting in a forfeiture of office

c. A Board member's refusal or neglect to file their required oath within the time prescribed

d. The decision of a competent tribunal declaring void a Board member appointment

e. A Board member's commitment to a hospital or sanitarium as a drug addict, dipsomaniac, inebriate, or stimulant addict by a court of competent jurisdiction, in which case the office shall not be deemed vacant until the order of commitment has become final

Timelines for Filling a Vacancy

When a vacancy occurs, the Board shall take the following action, as appropriate:

1. When a vacancy occurs within four months of the end of a Board member's term, the Board shall take no action.

2. When a vacancy occurs longer than four months before the end of a Board member's term, the Board shall, within 60 days of the date of the vacancy or the filing of the member's deferred resignation, make a provisional appointment.

Provisional Appointments

When making a provisional appointment to fill a vacancy on the Board, the Board may advertise in the local media or other social media resources to solicit candidate applications or nominations.

The Board Secretary shall ensure the applicants are eligible for Board membership. The Board may interview the candidates at a public meeting, accept oral or written public input, and select the provisional appointee by a majority vote.

BOARD POLICIES AND PROCEDURES 9224-CPCS

OATH OR AFFIRMATION

Prior to entering upon the duties of their office, all Board of Directors (Board) members shall take the oath or affirmation required by law.

The oath may be administered and certified by the Superintendent/CEO and/or Chair of the Board.

OATH OR AFFIRMATION EXHIBIT

CALIFORNIA PACIFIC CHARTER SCHOOLS
OATH OF OFFICE FOR BOARD OF DIRECTORS

State of California

I, _____, do solemnly swear (or affirm) that I will support and defend the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Signature of Board of Director

_____

Taken, subscribed, and sworn (or affirmed) to be this _____ day of _____ 20____.

Signature of Authorized Official

_____

BOARD POLICIES AND PROCEDURES 9230-CPCS

ORIENTATION

The Board of Directors (Board) recognizes the importance of providing all newly appointed Board members with support and information to assist them in becoming effective members of the Board. Incoming Board members shall be provided an orientation designed to build their knowledge of the non-profit corporation and an understanding of the responsibilities of their position. Such orientation may include the provision of information, support, and/or training related to Board functions, policies, protocols, and standards of conduct.

As early as possible following the appointment of Board members, one or more orientation sessions may be held during open meeting(s) of the Board or scheduled 1:1 meetings with the Superintendent/CEO and other staff. The Chair of the Board and the Superintendent/CEO or designee shall develop an agenda for the meeting(s) and shall identify resources that may be useful for incoming Board members.

Upon their appointment, incoming Board members shall be provided a copy of the Brown Act and informed that, pursuant to Government Code 54952.1, they must conform to the Act's requirements as if they had already assumed office. Incoming Board members must also complete a Form 700 within 30 days of assuming office in accordance with the Political Reform Act. Additional information for incoming Board members may include, but is not limited to, Board bylaws related to the limits of individual Board member authority, the conduct of Board meetings, and other Board operations; governance standards for ethical conduct; legal requirements related to conflict of interest and prohibited political activity; protocols for speaking with non-profit corporation staff, members of the public, and the media; and publications on effective governance practices.

In addition, the Superintendent/CEO or designee shall provide incoming Board members with specific background information regarding the non-profit corporation, including, but not limited to, the non-profit corporation’s vision and goals statements, local control and accountability plan and other comprehensive plans, student demographic data, student achievement data, non-profit corporation policy manual, non-profit corporation budget, and minutes of recent open Board meetings.

The Superintendent/CEO or designee may offer incoming Board members a tour of the non-profit corporation’s administrative offices and facilities, and may introduce them to the non-profit corporation and charter school site administrators and other staff.

Incoming members are encouraged, at the non-profit corporation's expense and with approval of the Board, to attend the Charter Schools Development Center or similar charter school organization workshops and conferences relevant to the needs of the individual member, the Board as a whole, or the non-profit corporation.

BOARD POLICIES AND PROCEDURES 9240-CPCS

BOARD TRAINING

The Board of Directors (Board) believes that the Board's ability to effectively and responsibly govern the non-profit corporation is essential to promoting student achievement, building positive community relations, and protecting the public interest in the non-profit corporation that operates charter school(s). Board members shall be provided sufficient opportunities for professional development that helps them understand their responsibilities, stay abreast of new developments in education, and develop boardsmanship skills.

The Board and/or the Superintendent/CEO or designee shall provide an orientation to newly appointed Board members, which includes comprehensive information regarding Board roles, policies, and procedures, and the non-profit corporation's vision and goals, operations, and current challenges. Throughout their first term, Board members shall continue to participate in additional educational opportunities designed to assist them in understanding the principles of effective governance, including, but not limited to, information on school finance and budgets, student achievement and assessment, labor relations, community relations, program evaluation, open meeting laws (the Brown Act), conflict of interest laws, and other topics necessary to govern effectively and in compliance with law.

Board members will be responsible for participating in required programs, including but not limited to ethics training as set forth in AB 2158 (commencing on January 1, 2025). All Board members are encouraged to continuously participate in advanced training offered by the California Schools Development Center or similar charter non-profit organization. In order to reinforce boardsmanship skills and build knowledge related to key education issues. Such activities may include online courses, webinars, webcasts, and in-person attendance at workshops and conferences. In addition, workshops and consultations may be held within the non-profit corporation on issues that involve the entire governance team.

Board members may attend a conference or similar public gathering with other Board members and/or with the Superintendent/CEO or designee in order to develop common knowledge and understanding of an issue or engage in team-building exercises. In such cases, a majority of the Board members shall not discuss among themselves, other than as part of the scheduled program, business of a specified nature that is within the non-profit corporation's jurisdiction, so as not to violate the Brown Act open meeting laws pursuant to Government Code 54952.2.

Board members shall report to the Board, orally or in writing, on the Board training activities they attend, for the purpose of sharing the acquired knowledge or skills with the full Board and enlarging the benefit of the activity to the Board and non-profit corporation.

BOARD POLICIES AND PROCEDURES 9250-CPCS

REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS

Compensation
Each member of the Board of Directors (Board) may receive a monthly compensation of $600.00.

On an annual basis, the Board may increase the compensation of Board members in an amount that the Board determines is just and reasonable to the nonprofit corporation based on the services performed by the Board members and in consideration of comparable compensation that is paid to individuals holding similar positions at similarly-sized nonprofit organizations in the same geographic location. The Board shall adopt such compensation by resolution based on the comparable analysis, which may include a compensation study.

Board members are not required to accept payment for meetings attended.

A member may be compensated for meetings they missed when the Board finds that they were performing designated services for the non-profit corporation that operates charter school(s) at the time of the meeting or that they were absent because of illness, jury duty, or a hardship deemed acceptable by the Board.

Student Board members, if any, shall receive no compensation for meetings attended.

Reimbursement of Expenses
Board members shall be reimbursed for actual and necessary expenses incurred when performing authorized services for the non-profit corporation. Expenses for travel, business meals, or other authorized purposes shall be in accordance with policies established for the non-profit corporation personnel and at the same rate of reimbursement.

Board members shall be reimbursed for travel expenses incurred when performing services directed by the Board.

Authorized purposes may include, but are not limited to, attendance at educational seminars or conferences designed to improve Board members' skills and knowledge; participation in regional, state, or national organizations whose activities affect the non-profit corporation's interests; attendance at the non-profit corporation or community events; and meetings with state or federal officials on issues of community concern.

Personal expenses shall be the responsibility of individual Board members. Personal expenses include, but are not limited to, the personal portion of any trip, alcohol, entertainment, laundry, expenses of any family member who is accompanying the Board member on the non-profit corporation-related business, personal use of an automobile, and personal losses and traffic violation fees incurred while at the non-profit corporation.
Any questions regarding the propriety of a particular type of expense should be resolved by the Superintendent/CEO or designee before the expense is incurred.

BOARD POLICIES AND PROCEDURES 9250-CPCS

REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS

Compensation

Each member of the Board of Directors (Board) may receive a monthly compensation of $~~5~~600.00.

On an annual basis, the Board may increase the compensation of Board members in an amount that the Board determines is just and reasonable to the nonprofit corporation based on the services performed by the Board members and in consideration of comparable compensation that is paid to individuals holding similar positions at similarly-sized nonprofit organizations in the same geographic location. The Board shall adopt such compensation by resolution based on the comparable analysis, which may include a compensation study.

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BOARD POLICIES AND PROCEDURES 9250-CPCS

REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS

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Any questions regarding the propriety of a particular type of expense should be resolved by the Superintendent/CEO or designee before the expense is incurred.

BOARD POLICIES AND PROCEDURES 9260-CPCS

LEGAL PROTECTION

Liability Insurance

The Board of Directors (Board) shall provide insurance necessary to protect Board members and employees while acting within the scope of their office or employment.

Protection Against Liability

No Board member shall be liable for harm caused by their act or omission when acting within the scope of Board member's responsibilities. The act or omission must be in conformity with applicable federal, state, and local laws.

The protection against liability shall not apply when:

1. The Board member acted with willful or criminal misconduct, gross negligence, recklessness, or a conscious, flagrant indifference to the harmed person's right to safety, or in a manner that otherwise violates California Corporations Code section 5239.

2. The Board member caused harm by operating a motor vehicle.

3. The Board member was not properly licensed, if required, by the State for such activities.

4. The Board member was found by a court to have violated a federal or state civil rights law.

5. The Board member was under the influence of alcohol or any drug at the time of the misconduct.

6. The misconduct constituted a crime of violence pursuant to 18 USC 16 or an act of terrorism for which the Board member has been convicted in a court.

7. The misconduct involved a sexual offense for which the Board member has been convicted in a court.

8. The Board member cannot otherwise be indemnified pursuant to California Corporations Code section 5238.

BOARD POLICIES AND PROCEDURES 9270-CPCS

CONFLICT OF INTEREST

The Board of Directors (Board) desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the non-profit corporation that operates charter school(s) and the public. Accordingly, no Board member, non-profit corporation employee, or other person in a designated position shall participate in the making of any decision for the non-profit corporation when the decision will or may be affected or perceived as such by their financial, family, or other personal interest or consideration.

Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect their relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which their relative belongs to. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law or applicable state and federal law, or an individual in an adoptive relationship within the third degree.

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

The Board shall adopt for the non-profit corporation a conflict of interest code that incorporates the provisions of 2 CCR 18730 by reference, specifies the non-profit corporation's designated positions, and provides the disclosure categories required for each position. The conflict of interest code shall be submitted to the non-profit corporation's code reviewing body for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body.

Upon direction by the code reviewing body, the Board shall review the non-profit corporation's conflict of interest code and submit any changes to the code reviewing body or, if no change is required, the Board shall submit a written statement to that effect.

When a change in the non-profit corporation's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent.

When reviewing and preparing the non-profit corporation's conflict of interest code, the Superintendent/CEO or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views.

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the non-profit

CONFLICT OF INTEREST

corporation's conflict of interest code, the Superintendent/CEO or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the non-profit corporation's conflict of interest code. A Board member who leaves office or a designated employee who leaves the non-profit corporation employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last required statement and the date of leaving office or non-profit corporation employment.

Conflict of Interest under the Political Reform Act

A Board member, designated employee, or other person in a designated position shall not make, participate in making, or in any way use or attempt to use their official position to influence a governmental decision in which they know or has reason to know that they have a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect," which is distinguishable from the effect on the public generally, on the Board member, designated employee, or other person in a designated position, their immediate family, or any financial interest described in 2 CCR 18700.

A Board member, designated employee, or other person in a designated position makes a governmental decision when they, acting within the authority of their office or position, authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before a non-profit corporation official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.

However, a Board member shall participate in the making of a contract in which they have a financial interest if their participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

Conflict of Interest under Government Code 1090 - Financial Interest in a Contract

Board members, employees, or non-profit corporation consultants shall not be financially interested in any contract made by the Board on behalf of the non-profit corporation, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest in a contract made by the Board, the contract is void.

A Board member shall not be considered to be financially interested in a contract in which they have only a "remote interest," as specified in Government Code 1091, if the interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member or non-profit corporation official to enter into the contract.

CONFLICT OF INTEREST

In addition, a Board member shall not be considered to be financially interested in a contract in which their interest is a "non-interest" as defined in Government Code 1091.5. Noninterest includes a Board member's interest in being reimbursed for their actual and necessary expenses incurred in the performance of their official duties, in the employment of their spouse/registered domestic partner who has been a non-profit corporation employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in Government Code 1091.5.

Common Law Doctrine Against Conflict of Interest

A Board member shall abstain from any official action in which their private or personal interest may conflict with their official duties.

California Corporations Code Requirements for Self-Dealing Transactions

In addition to the foregoing, the Board shall comply with California Corporations Code sections 5233 and 5234 when applicable, such as when considering whether to enter into a contract or transaction that constitutes “self-dealing” by a Board member, or when a Board member is also an officer or director of the other party to such contract or transaction.

Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the non-profit corporation.

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value.

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals.

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation, except when:

CONFLICT OF INTEREST

1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.

2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

Gifts of travel exempted from the gift limitation, as described in items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as required by law.

A gift of travel does not include travel provided by the non-profit corporation for Board members and designated employees.

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or gathering.

The term honorarium does not include:

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession, unless the sole or predominant activity of the business, trade, or profession is making speeches

2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the non-profit corporation for donation into the general fund without being claimed as a deduction from income for tax purposes

BOARD POLICIES AND PROCEDURES 9310-CPCS

BOARD POLICIES

The Board of Directors (Board) shall adopt written policies to convey its expectations for actions that will be taken in the non-profit corporation, clarify roles and responsibilities of the Board and Superintendent/CEO, and communicate board philosophy and positions to students, staff, parents/guardians, and the community.

The Board shall ensure that the non-profit corporation policies align with the nonprofit corporation's vision and goals, promote student learning and achievement, provide for consistent and fair treatment of students and staff, and proactively address equity and the provision of equal access to opportunities for all students.

The Board recognizes the importance of maintaining a policy manual that is up to date and reflects the mandates of law. Board policies are binding on the non-profit corporation to the extent that they do not conflict with federal or state law. No board policy, bylaw, or administrative regulation, or any portion thereof, shall be operative if it is found to be in conflict with applicable federal or state law or regulations or court decisions. If any portion of a policy is found to be invalid, that invalidity shall not affect other provisions of the policy.

Policies shall be regularly reviewed at a time allocated for this purpose on the agenda of public board meetings.

The Board may review certain policies annually or biennially. If no revisions are deemed necessary, the board minutes shall nevertheless indicate that the review was conducted. Other policies may be monitored and reviewed as specified in the policy itself or as needed to reflect changes in law or the non-profit corporation circumstances.

Policy Development and Adoption Process

1. The Board and/or Superintendent/CEO or designee shall identify the need for a new policy or revision of an existing policy. The need may arise from a change in law, a new non-profit corporation vision statement, new goals in the local control and accountability plan, educational research or trends, an incident that has arisen in the non-profit corporation, or a recommendation or request from staff, a parent/guardian, or other interested person.

2. The Superintendent/CEO or designee shall develop and present a draft policy at a public Board meeting.

Only policies formally adopted by a majority vote of the Board shall constitute official board policy.

The non-profit corporation's policy development process may be revised or expanded as needed based on the issue being considered, the need for more information, or the desire to provide

BOARD POLICIES

greater opportunities for consultation and public input.

Policies shall become effective upon Board adoption or at a future date if so designated by the Board at the time of adoption.

Board Bylaws

The Board shall prescribe and enforce rules for its own governance consistent with state law and regulations as described in the Bylaws.

Bylaws governing board operations may be developed, adopted, and amended following the same procedures as those used for the adoption or amendment of board policy, and in accordance with the amendment and adoption process set forth in the bylaws.

Administrative Regulations

The Superintendent/CEO or designee shall be responsible for developing and enforcing administrative regulations for the operation of the non-profit corporation. Administrative regulations shall be consistent with law and board policy and shall be designed to promote the achievement of the non-profit corporation goals and objectives. Administrative regulations may describe specific actions to be taken, roles and responsibilities of staff, timelines, and/or other provisions. The Superintendent/CEO or designee may also develop procedures manuals, handbooks, or other guides to carry out the intent of board policy.

When board policies are amended, the Superintendent/CEO or designee shall review corresponding administrative regulations to ensure that they conform to the intent of the revised policy. In case of conflict between administrative regulation and board policy, policy shall prevail.

The Board may review and/or approve administrative regulations for the purpose of ensuring conformity with the intent of board policy.

Monitoring and Evaluation

At any time, the Board and Superintendent/CEO or designee may determine that progress reports to the Board on the implementation and/or effectiveness of the policy should be scheduled. If so, the Board and Superintendent/CEO or designee shall agree upon a timeline and, as applicable, measures for evaluating the effectiveness of the policy in achieving its purpose.

Access to Policies

The Superintendent/CEO or designee shall ensure that all non-profit corporation employees and the public have access to an up-to-date non-profit corporation policies.

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BOARD POLICIES

As necessary, the Superintendent/CEO or designee shall notify staff, parents/guardians, students, and other stakeholders whenever a policy that affects them is adopted or revised. They may determine the appropriate communication strategy depending on the issue. Policies shall be posted on the non-profit corporation's website when required by law.

BOARD POLICIES AND PROCEDURES 9310-CPCS

BOARD POLICIES

The Board of Directors (Board) shall adopt written policies to convey its expectations for actions that will be taken in the non-profit corporation, clarify roles and responsibilities of the Board and Superintendent/CEO, and communicate board philosophy and positions to students, staff, parents/guardians, and the community.

The Board shall ensure that the non-profit corporation policies align with the nonprofit corporation's vision and goals, promote student learning and achievement, provide for consistent and fair treatment of students and staff, and proactively address equity and the provision of equal access to opportunities for all students.

The Board recognizes the importance of maintaining a policy manual that is up to date and reflects the mandates of law. Board policies are binding on the non-profit corporation to the extent that they do not conflict with federal or state law. No board policy, bylaw, or administrative regulation, or any portion thereof, shall be operative if it is found to be in conflict with applicable federal or state law or regulations or court decisions. If any portion of a policy is found to be invalid, that invalidity shall not affect other provisions of the policy.

Policies shall be regularly reviewed at a time allocated for this purpose on the agenda of public board meetings.

The Board may review certain policies annually or biennially ~~semi-annually~~. If no revisions are deemed necessary, the board minutes shall nevertheless indicate that the review was conducted. Other policies may be monitored and reviewed as specified in the policy itself or as needed to reflect changes in law or the non-profit corporation circumstances.

Policy Development and Adoption Process

1. The Board and/or Superintendent/CEO or designee shall identify the need for a new policy or revision of an existing policy. The need may arise from a change in law, a new non-profit corporation vision statement, new goals in the local control and accountability plan, educational research or trends, an incident that has arisen in the non-profit corporation, or a recommendation or request from staff, a parent/guardian, or other interested person.

2. The Superintendent/CEO or designee shall develop and present a draft policy at a public Board meeting.

Only policies formally adopted by a majority vote of the Board shall constitute official board policy.

The non-profit corporation's policy development process may be revised or expanded as needed based on the issue being considered, the need for more information, or the desire to provide

BOARD POLICIES

greater opportunities for consultation and public input.

Policies shall become effective upon Board adoption or at a future date if so designated by the Board at the time of adoption.

Board Bylaws

The Board shall prescribe and enforce rules for its own governance consistent with state law and regulations as described in the Bylaws.

Bylaws governing board operations may be developed, adopted, and amended following the same procedures as those used for the adoption or amendment of board policy, and in accordance with the amendment and adoption process set forth in the bylaws.

Administrative Regulations

The Superintendent/CEO or designee shall be responsible for developing and enforcing administrative regulations for the operation of the non-profit corporation. Administrative regulations shall be consistent with law and board policy and shall be designed to promote the achievement of the non-profit corporation goals and objectives. Administrative regulations may describe specific actions to be taken, roles and responsibilities of staff, timelines, and/or other provisions. The Superintendent/CEO or designee may also develop procedures manuals, handbooks, or other guides to carry out the intent of board policy.

When board policies are amended, the Superintendent/CEO or designee shall review corresponding administrative regulations to ensure that they conform to the intent of the revised policy. In case of conflict between administrative regulation and board policy, policy shall prevail.

The Board may review and/or approve administrative regulations for the purpose of ensuring conformity with the intent of board policy.

Monitoring and Evaluation

At any time, the Board and Superintendent/CEO or designee may determine that progress reports to the Board on the implementation and/or effectiveness of the policy should be scheduled. If so, the Board and Superintendent/CEO or designee shall agree upon a timeline and, as applicable, measures for evaluating the effectiveness of the policy in achieving its purpose.

Access to Policies

The Superintendent/CEO or designee shall ensure that all non-profit corporation employees and the public have access to an up-to-date non-profit corporation policies.

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BOARD POLICIES

As necessary, the Superintendent/CEO or designee shall notify staff, parents/guardians, students, and other stakeholders whenever a policy that affects them is adopted or revised. They may determine the appropriate communication strategy depending on the issue. Policies shall be posted on the non-profit corporation's website when required by law.

BOARD POLICIES AND PROCEDURES 9320-CPCS

MEETINGS AND NOTICES

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

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

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

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

Regular Meetings

The Board shall hold regular meetings. The dates, times, and locations shall be set at the Board’s annual organizational meeting and provided to the public.

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

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

Special Meetings

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

MEETINGS AND NOTICES

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

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

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

Emergency Meetings

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

An emergency situation means either of the following:

1. An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board

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

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

designee shall give such notice at or near the time the member notifies the other members of the Board about the meeting.

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

Adjourned/Continued Meetings

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

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

Study Sessions, Retreats, Public Forums, and Discussion Meetings

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

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

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

Other Gatherings

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

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members

2. An open, publicized meeting organized by a person or organization other than the non-profit corporation to address a topic of local community concern

3. An open and noticed meeting of another body of the non-profit corporation

4. An open and noticed meeting of a legislative body of another local agency

5. A purely social or ceremonial occasion

6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers

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

Location of Meetings

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

Meetings shall be held within the non-profit corporation boundaries pursuant to the Brown Act and Education Code section 47604.1, except to do any of the following:

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the non-profit corporation is a party

2. Inspect real or personal property which cannot conveniently be brought into the non-profit corporation, provided that the topic of the meeting is limited to items directly related to the property

3. Participate in meetings or discussions of multi-agency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law

4. Meet in the closest meeting facility if the non-profit corporation has no meeting facility within its boundaries or if its principal office is located outside the non-profit corporation

5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the non-profit corporation over which the state or federal officials have jurisdiction

6. Meet in or near a facility owned by the non-profit corporation but located outside the non-profit corporation, provided the meeting agenda is limited to items directly related to that facility

7. Visit the office of the non-profit corporation's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs

8. Attend conferences on non-adversarial collective bargaining techniques

9. Interview residents of another non-profit corporation regarding the Board's potential employment of an applicant for Superintendent/CEO of the non-profit corporation

10. Interview a potential employee from another non-profit corporation

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

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

Teleconferencing

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

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

During the teleconference, at least a quorum of the members of the Board shall participate from locations within the non-profit corporation boundaries or as otherwise required under applicable law.

When required by applicable law, agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere. Additional teleconference locations may be provided to the public.

All teleconference locations shall be accessible to the public when required by applicable law. All teleconferenced meetings shall be conducted in a manner that protects the statutory and

constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location.

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

BOARD POLICIES AND PROCEDURES 9321-CPCS

CLOSED SESSION PURPOSES AND AGENDAS

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

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

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

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

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

The following are examples of items that may be agendized and discussed in closed session, but are not exhaustive. The Brown Act provides for other items to be agendized and discussed, and actions to be taken, in closed session.

Personnel Matters

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

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

The Board may hold a closed session to discuss the non-profit corporation employee's application for early withdrawal of funds in a deferred compensation plan when the application is based on

financial hardship arising from an unforeseeable emergency due to illness, accident, casualty, or other extraordinary event, as specified in the deferred compensation plan.

Agenda items related to the non-profit corporation employee appointments and employment shall describe the position to be filled. Agenda items related to performance evaluations shall specify the title of the employee being reviewed. Agenda items related to employee discipline, dismissal, or release require no additional information.

Security Matters

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

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

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

Conference with Real Property Negotiator

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

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

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

Agenda items related to real property negotiations shall specify the non-profit corporation negotiator attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator as long as the

name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the negotiating parties and the street address of the real property under negotiation. If there is no street address, the agenda item shall specify the parcel number or another unique reference of the property. The agenda item shall also specify whether instruction to the negotiator will concern price, terms of payment, or both.

Pending Litigation

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

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

1. Litigation to which the non-profit corporation is a "party" has been initiated formally.

2. A point has been reached where, in the Board's opinion based on the advice of its legal counsel regarding the "existing facts and circumstances," there is a "significant exposure to litigation" against the non-profit corporation, or the Board is meeting solely to determine whether, based on existing facts or circumstances, a closed session is authorized. Existing facts and circumstances for these purposes are limited to the following:

    a. Facts and circumstances that might result in litigation against the non-profit corporation but which the non-profit corporation believes are not yet known to potential plaintiffs and which do not need to be disclosed.

    b. Facts and circumstances including, but not limited to, an accident, disaster, incident, or transactional occurrence which might result in litigation against the non-profit corporation, which are already known to potential plaintiffs and which must be publicly disclosed before the closed session or specified on the agenda.

    c. The receipt of a claim pursuant to the Tort Claims Act or a written threat of litigation from a potential plaintiff. The claim or written communication must be available for public inspection.

    d. A threat of litigation made by a person in an open meeting on a specific matter within the responsibility of the Board.

    e. A threat of litigation made by a person outside of an open meeting on a specific

matter within the responsibility of the Board, provided that the non-profit corporation official or employee receiving knowledge of the threat made a record of the statement before the meeting and the record is available for public inspection. Such record does not need to identify an alleged victim of tortious sexual conduct or anyone making a threat on their behalf or identify an employee who is the alleged perpetrator of any unlawful or tortious conduct, unless the identity of this person has been publicly disclosed.

3. Based on existing facts and circumstances, the Board has decided to initiate or is deciding whether to initiate litigation.

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

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

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

"Anticipated litigation" items shall state that there is significant exposure to litigation pursuant to Government Code 54956.9(b) and shall specify the potential number of cases. When the non-profit corporation expects to initiate a suit, items related to anticipated litigation shall state that the discussion relates to the initiation of litigation pursuant to Government Code 54956.9(c) and shall specify the potential number of cases. The agenda or an oral statement before the closed session may be required to provide additional information regarding existing facts and circumstances described in item #2 b-e above.

Review of Audit Report from California State Auditor's Office

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

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

CLOSED SESSION PURPOSES AND AGENDAS

"Audit by California State Auditor's Office."

Review of Assessment Instruments

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

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

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CLOSED SESSION ACTIONS AND REPORTS

No matters other than those identified on the meeting agenda for closed session and/or announced in open session shall be acted upon during the closed session.

The Board shall reconvene in open session before adjourning and report closed session actions, the votes or abstentions thereon, and other disclosures required by Government Code 54957.1. These disclosures may be made at the location announced in the agenda for the closed session, as long as the public is allowed to be present at that location for the purpose of hearing them. The following are examples of items that may be discussed in closed session, and the reporting of actions taken in closed session, but are not exhaustive. The Brown Act provides for other items to be discussed and actions to be taken in closed session.

Personnel Matters

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

Student Matters

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

Real Estate Negotiations

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

Pending Litigation

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

1. Approval to legal counsel to defend, appeal or not appeal, or otherwise appear in litigation. This report shall identify the adverse parties, if known, and the substance of the Litigation.

CLOSED SESSION ACTIONS AND REPORTS

2. Approval to legal counsel to initiate or intervene in a lawsuit. This report shall state that directions to initiate or intervene in the action have been given and that details will be disclosed to inquiring parties after the lawsuit is commenced unless doing so would jeopardize the non-profit corporation's ability to serve process on unserved parties or its ability to conclude existing settlement negotiations to its advantage.

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

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

Review of Assessment Instruments

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

BOARD POLICIES AND PROCEDURES 9322-CPCS

AGENDA/MEETING MATERIALS

Agenda Content

The Board of Directors (Board) meeting agendas shall reflect the non-profit corporation's vision and goals and the Board's focus on student learning.

Each agenda shall state the meeting time and place and shall briefly describe each business item to be transacted or discussed, including items to be discussed in closed session.

The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item.

The agenda for a regular Board meeting shall also provide members of the public an opportunity to provide comment on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board.

Each agenda for a regular meeting shall list the address designated by the Superintendent/CEO or designee for public inspection of documents related to an open session item that have been distributed to a quorum of the Board.

The agenda shall include information regarding how, when, and to whom a request should be made if an individual requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting.

Agenda Preparation

The Chair of the Board and the Superintendent/CEO, who may serve as secretary to the Board, shall work together to develop the agenda for each regular and special meeting.

Any Board member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request shall be submitted in writing to the Superintendent/CEO or designee with supporting documents and information.

The Chair of the Board and Superintendent/CEO shall decide whether a request from a member of the public is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, before placing the item on the agenda, the Chair of the Board and Superintendent/CEO shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation.

If the Chair of the Board and Superintendent/CEO deny a request from a Board member to place an item on the agenda, the Board member may request the Board to take action to determine whether the item shall be placed on the agenda.

BOARD POLICIES AND PROCEDURES 9322-CPCS

AGENDA/MEETING MATERIALS

The Chair of the Board and Superintendent/CEO shall also decide whether an agenda item is appropriate for discussion in open or closed session, and whether the item should be an action item subject to Board vote or an information item that does not require immediate action.

In order to promote efficient meetings, the Board may bundle a number of items and act upon them together by a single vote through the use of a consent agenda. Consent items shall be items of a routine nature and items for which Board discussion is not anticipated and for which the Superintendent/CEO recommends approval. When any Board member requests the removal of an item from the consent agenda, the item shall be removed and given individual consideration for action as a regular agenda item.

The agenda shall provide an opportunity for members of the public to comment on any consent agenda item that has not been previously considered.

All public communications with the Board are subject to the requirements of relevant Board policies and administrative regulations.

Agenda Dissemination to Board Members

At least 72 hours before each regular meeting, each Board member shall be provided a digital copy of the agenda and other available documents pertinent to the meeting.

When special meetings are called, Board members shall receive, at least 24 hours prior to the meeting, notice of the business to be transacted.

Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent/CEO or designee to ask questions and/or request additional information on agenda items. However, a quorum of Board members shall not, outside of a noticed meeting, directly or through intermediaries or electronic means discuss, deliberate, or take action on any matter within the subject matter jurisdiction of the Board.

Agenda Dissemination to Members of the Public

Any agenda and related materials distributed to the Board shall be made available to the public upon request without delay. Only those documents which are disclosable public records under the Public Records Act and which relate to an agenda item scheduled for the open session portion of a regular meeting shall be made available to the public.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public.

In addition, the Superintendent/CEO or designee shall post the agenda on the homepage of the

non-profit corporation website. The posted agenda shall be accessible through a prominent direct link to the current agenda or to the non-profit corporation's agenda management platform in accordance with Government Code 54954.2. When the non-profit corporation utilizes an integrated agenda management platform, the link to that platform shall take the user directly to the web site with the non-profit corporation's agendas, and the current agenda shall be the first available.

If a document which relates to an open session agenda item of a regular Board meeting is distributed to a quorum of the Board, the Superintendent/CEO or designee shall make the document available for public inspection at a designated location at the same time the document is distributed to all or a quorum of the Board.

The Superintendent/CEO or designee shall mail a copy of the agenda or a copy of all the documents constituting the agenda packet to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a quorum of the Board, whichever occurs first.

Any request for mailed copies of agendas or agenda packets shall be in writing and shall be valid for the calendar year in which it is filed. Written requests must be renewed following January 1 of each year.

Persons requesting mailing of the agenda or agenda packet shall pay an annual fee, as determined by the Superintendent/CEO or designee, not to exceed the cost of providing the service.

Any document prepared by the non-profit corporation or Board and distributed during a public meeting shall be made available for public inspection at the meeting. Any document prepared by another person shall be made available for public inspection after the meeting. These requirements shall not apply to a document that is exempt from public disclosure under the Public Records Act.

Upon request, the Superintendent/CEO or designee shall make the agenda, agenda packet, and/or any writings distributed at the meeting available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act.

BOARD POLICIES AND PROCEDURES 9323-CPCS

MEETING CONDUCT

Meeting Procedures

All Board of Directors (Board) meetings shall begin on time and shall be guided by an agenda prepared in accordance with Board bylaws and posted and distributed in accordance with the Ralph M. Brown Act (open meeting requirements), the Charter Schools Act and other applicable laws.

The Chair of the Board shall conduct board meetings in accordance with Board bylaws and procedures that enable the Board to efficiently consider issues and carry out the will of the majority.

The Board believes that late night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular board meetings shall be adjourned at 10:00 p.m. unless extended to a specific time determined by a majority of the Board. The meeting shall be extended no more than once and subsequently may be adjourned to a later date.

Quorum and Abstentions

The Board shall act by majority vote of the Board members in attendance at a meeting, based on the presence of a quorum, except for such actions that require more than a majority or a majority of all directors.

The Board believes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them. When a member abstains, their abstention shall not be counted for purposes of determining whether the Board has taken action.

Public Participation

Members of the public are encouraged to attend board meetings and to address the Board concerning any item on the agenda or within the Board's jurisdiction.

In order to conduct non-profit corporation business in an orderly and efficient manner, the Board requires that public presentations to the Board comply with the following procedures which shall also be summarized on the agendas for meetings of the Board:

1. The Board shall give members of the public an opportunity to address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board, either before or during the Board's consideration of the item, at a regular meeting of the Board. The Board may limit public comments at special meetings to only those items that are on the agenda for that particular meeting.

2. At a time so designated on the agenda at a regular meeting, members of the public may

bring before the Board matters that are not listed on the agenda. The Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law.

3. Without taking action, Board members or non-profit corporation staff members may briefly respond to statements made or questions posed by the public about items not appearing on the agenda. Additionally, on their own initiative or in response to questions posed by the public, a Board or staff member may ask a question for clarification, make a brief announcement, or make a brief report on their own activities.

   Furthermore, the Board or a Board member may provide a reference to staff or other resources for factual information, ask staff to report back to the Board at a subsequent meeting concerning any matter, or take action directing staff to place a matter of business on a future agenda.

4. A person wishing to be heard by the Board shall first be recognized by the Chair of the Board and shall then proceed to comment as briefly as the subject permits.

   Individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board shall limit the total time for public input on each item to 20 minutes. The Chair of the Board may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The Chair may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add.

   In order to ensure that non-English speakers receive the same opportunity to directly address the Board, any member of the public who utilizes a translator shall be provided at least twice the allotted time to address the Board, unless simultaneous translation equipment is used to allow the Board to hear the translated public testimony simultaneously.

5. The Chair of the Board may rule on the appropriateness of a topic, subject to the following conditions:

   a. If a topic would be suitably addressed at a later time, the Chair may indicate the time and place when it should be presented.

   b. The Board shall not prohibit public criticism of its policies, procedures, programs, services, acts, or omissions.

c. The Board shall not prohibit public criticism of non-profit corporation employees. However, whenever a member of the public initiates specific complaints or charges against an individual employee, the Chair shall inform the complainant of the appropriate complaint procedure.

6. The Chair shall not permit any disturbance or willful interruption of board meetings. Persistent disruption by an individual or group or any conduct or statements that threaten the safety of any person(s) at the meeting shall be grounds for the Chair to terminate the privilege of addressing the Board.

The Board may remove disruptive individuals and order the room cleared if necessary. In this case, members of the media not participating in the disturbance shall be allowed to remain, and individuals not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda.

When such disruptive conduct occurs, the Superintendent/CEO or designee shall contact local law enforcement as necessary.

Recording by the Public

Members of the public may record an open Board meeting using an audio or video recorder, still or motion picture camera, cell phone, or other device, provided that the noise, illumination, or obstruction of view does not persistently disrupt the meeting. The Superintendent/CEO or designee may designate locations from which members of the public may make such recordings without causing a distraction.

If the Board finds that noise, illumination, or obstruction of view related to these activities would persistently disrupt the proceedings, these activities shall be discontinued or restricted as determined by the Board.

BOARD POLICIES AND PROCEDURES 9323.1-CPCS

ACTIONS BY THE BOARD

The Board of Directors (Board) shall act by a majority vote of the Board members in attendance at a meeting, based on the presence of quorum, unless otherwise required by law.

An "action" by the Board means:

1. A collective decision by a majority of the Board members

2. A collective commitment or promise by a majority of the Board members to make a positive or negative decision

3. A vote by a majority of the Board members when sitting as the Board upon a motion, proposal, resolution, order, or ordinance

The Board shall not take action by secret ballot, whether preliminary or final.

Actions taken by the Board in open session shall be recorded in the board minutes.

Action on Non-Agenda Items

After publicly identifying the item, the Board may take action on a subject not appearing on the posted meeting agenda under any of the following conditions:

1. When a majority of the Board determines that an emergency situation exists, as defined for emergency meetings pursuant to Government Code 54956.5

2. When two-thirds of the members present, or if less than two-thirds of the members are present then by a unanimous vote of all members present, determine that the need to take immediate action came to the non-profit corporation's attention after the agenda was posted

3. When an item appeared on the agenda of, and was continued from, a meeting that occurred not more than five days earlier

In the event that the Board receives a challenge under the Brown Act to an action of the Board, the Board shall do one of the following:

1. Cure or correct the challenged action and inform the demanding party in writing of its actions to cure or correct.

2. Determine not to cure or correct the alleged violation and inform the demanding party in writing of its decision to not cure or correct.

ACTIONS BY THE BOARD

3. Take no action. If the Board takes no action within the 30-day period, its inaction shall be considered a decision not to cure or correct the challenged action.

BOARD POLICIES AND PROCEDURES 9324-CPCS

MINUTES AND RECORDINGS

The Board of Directors (Board) recognizes that maintaining accurate minutes of Board meetings helps foster public trust in Board governance and provides a record of Board actions for use by non-profit corporation staff and the public.

The secretary of the Board shall keep minutes and record all official Board actions. The Board's minutes shall be public records and shall be made available to the public upon request.

The minutes of Board meetings shall include, but not be limited to:

1. A notation of which Board members are present, in person or by teleconference, and whether a member is not present for part of the meeting due to late arrival and/or early departure

2. A list of the public comments made on agendized items and non-agendized topics

3. The specific language of each motion and the names of the Board members who made and seconded the motion

4. Votes cast by student Board member(s), if any

5. Any action taken by the Board, and the vote or abstention on that action of each Board member present

Upon request by a student's parent/guardian, or by the student if age 18 or older, the minutes shall not include the student's or parent/guardian's address, telephone number, date of birth, or email address, or the student's name or other directory information as defined in Education Code 49061. The request to exclude such information shall be made in writing to the secretary or clerk of the Board.

The Superintendent/CEO or designee shall distribute a copy of the "unapproved" minutes of the previous meeting(s) with the agenda at a subsequent regular meeting. The Board shall approve the minutes as circulated or with necessary amendments.

Upon approval by the Board, the minutes shall be signed by the Board Clerk, the Superintendent/CEO, or the Secretary to the Board.

Official Board minutes and recordings shall be stored in a secure location and shall be retained in accordance with law.

Any minutes or recordings kept for Board meetings held in closed session shall be kept separately from the minutes or recordings of regular and special meetings. Minutes or recordings of closed sessions are not public records.

BOARD POLICIES AND PROCEDURES 9324-CPCS

MINUTES AND RECORDINGS

Recording or Broadcasting of Meetings

The non-profit corporation may tape, film, stream, or broadcast any Board meeting. At the beginning of the meeting, the Chair of the Board shall announce that a recording or broadcasting is being made at the direction of the Board and that the recording or broadcast may capture images and sounds of those attending the meeting. As practicable, the recorder or camera shall be placed in plain view of meeting participants.

Any non-profit corporation recording may be erased or destroyed 30 days after the meeting. Recordings made at the direction of the Board during a meeting are public records and, upon request, shall be made available for inspection by members of the public on non-profit corporation equipment without charge.

BOARD POLICIES AND PROCEDURES 9400-CPCS

BOARD SELF-EVALUATION

The Board of Directors (Board) shall annually conduct a self-evaluation in order to demonstrate accountability to the community and ensure that non-profit corporation governance effectively supports student achievement and the attainment of the non-profit corporation's vision and goals.

The evaluation may address any area of Board responsibility, including, but not limited to, Board performance in relation to vision setting, curriculum, personnel, finance, policy development, collective bargaining, community relations, and advocacy. The evaluation may also address objectives related to Board meeting operations, relationships among Board members, relationship with the Superintendent/CEO, understanding of Board and Superintendent/CEO roles and responsibilities, communication skills, or other governance or boardsmanship skills.

The Board shall evaluate itself as a whole. Individual Board members are also expected to use the evaluation process as an opportunity to assess and set goals for their own personal performance.

Each year, the Board, with assistance from the Superintendent/CEO, shall determine an evaluation method or instrument that measures key components of Board responsibility and previously identified performance objectives. Visual and/or audio recordings of a Board meeting may only be used as an evaluation tool when consent is given by all Board members.

Any discussion involving the Board's self-evaluation shall be conducted in open session.

At the request of the Board, a facilitator may be used to assist with the evaluation process. The Board may invite the Superintendent/CEO or other individual(s) with pertinent information to provide input into the evaluation process.

Following the evaluation, the Board may set goals, define and/or refine protocols, and establish priorities and objectives for the following year's evaluation. The Board may also develop strategies for strengthening Board performance based on identified areas of need, including, but not limited to, board training such as those offered by the Charter Schools Development Center or similar organizations.

Coversheet

Approval of HMH Read 180 Contract

Section: IX. Education/Student Services
Item: A. Approval of HMH Read 180 Contract
Purpose: Vote
Submitted by: Christine Feher
Related Material: 2025-26 HMH Read 180.pdf

BACKGROUND:

Staff recommends approval of a contract with Houghton Mifflin Harcourt (HMH) for the Read 180 program, a research-based intervention designed to support students in grades 4–12 who are reading below grade level. Read 180 provides personalized, adaptive instruction through a blended model of teacher-led lessons, independent reading, and targeted technology-based practice. The program is intended to improve reading comprehension, fluency, and overall literacy skills, supporting CalPac's academic intervention and student achievement goals for students with IEPs and in need of Tier III MTSS supports.

RECOMMENDATION:

It is recommended the Board approve the HMH Read 180 contract for California Pacific Charter Schools - Sonoma (#2037), San Diego (#1758), and Los Angeles (#1751) for the 2025-2026 school year.

Date of Proposal: 8/8/2025 **Proposal Expiration Date: 9/22/2025**

Proposal #009313178

Prepared For

California Pacific Charter Schools

Attention:
Erika Stevens
estevens@cal-pacs.org

For the Purchase of:

Read 180

Prepared By
William Daniel
william.daniel@hmhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:
http://www.hmhco.com/common/terms-conditions

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Erika Stevens
estevens@cal-pacs.org

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FAX: 800-269-5232

Date of Proposal: 8/8/2025 **Proposal for** **Expiration Date: 9/22/2025**

California Pacific Charter Schools

ISBN		Title	Price	Quantity	Value of All Material	Free Materials Quantity
Stage A						
Student Licenses						
1866600	9780358937265	Read 180 on Ed Student Digital Subscription 1 Year Includes: Read 180 on Ed Student License 1 Year Implementation Success	$109.00	35	$3,815.00	
Total for Student Licenses			**$3,815.00**			
Teacher Licenses						
1835546	9780358740643	Read 180 on Ed Teacher Digital Subscription 1 Year Includes: Read 180 on Ed Teacher License 1 Year Access to Teacher's Corner	$299.00			4
Total for Teacher Licenses			**$0.00**			
A la Carte Items Available for Purchase						
Student Materials						
Print Bundles						
1840241	9780358766292	Read 180 Stage A ReaL Book Workshops 1-3 Student Edition Bundle Includes: Read 180 Stage A ReaL Book Workshop 1-3 Student Edition Read 180 Stage A Getting Started Book 1 Student Edition	$30.00	1	$30.00	
1840233	9780358766216	Read 180 Code Books 1-4 Student Edition Bundle for Stage A Includes: Read 180 Code Books 1-4 Student Edition Read 180 Stage A Getting Started Book 1 Student Edition	$30.00	1	$30.00	
1840265	9780358766537	Read 180 Stage A ReaL Book Workshops 4-6 Student Edition Bundle Includes: Read 180 Stage A ReaL Book Workshop 4-6 Student Edition Read 180 Stage A Getting Started Book 2 Student Edition	$30.00	1	$30.00	
1840289	9780358766773	Read 180 Stage A ReaL Book Workshops 7-9 Student Edition Bundle Includes: Read 180 Stage A ReaL Book Workshop 7-9 Student Edition Read 180 Stage A Getting Started Book 1 Student Edition	$30.00	1	$30.00	
1840313	9780358767015	Read 180 Stage A ReaL Book Workshops 10-12 Student Edition Bundle Includes: Read 180 Stage A ReaL Book Workshop 10-12 Student Edition Read 180 Stage A Getting Started Book 2 Student Edition	$30.00	1	$30.00	
Total for A la Carte Items Available for Purchase			**$150.00**			

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Chicago, IL 60693

Attention:
Erika Stevens
estevens@cal-pacs.org

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Date of Proposal: 8/8/2025 **Proposal for** **Expiration Date: 9/22/2025**

California Pacific Charter Schools

ISBN		Title	Price	Quantity	Value of All Material	Free Materials Quantity
Total for Stage A			**$3,965.00**			

Stage B

A la Carte Items Available for Purchase

Student Materials

Bundles

1840249	9780358766377	Read 180 Stage B ReaL Book Workshops 1-3 Student Edition Bundle Includes: Read 180 Stage B ReaL Book Workshop 1-3 Student Edition Read 180 Stage B Getting Started Book 1 Student Edition	$30.00	1	$30.00	
1843211	9780358789963	Read 180 Code Books 1-4 Student Edition Bundle for Stage B Includes: Read 180 Code Books 1-4 Student Edition Read 180 Stage B Getting Started Book 1 Student Edition	$30.00	1	$30.00	
1840273	9780358766612	Read 180 Stage B ReaL Book Workshops 4-6 Student Edition Bundle Includes: Read 180 Stage B ReaL Book Workshop 4-6 Student Edition Read 180 Stage B Getting Started Book 2 Student Edition	$30.00	1	$30.00	
1840297	9780358766858	Read 180 Stage B ReaL Book Workshops 7-9 Student Edition Bundle Includes: Read 180 Stage B ReaL Book Workshop 7-9 Student Edition Read 180 Stage B Getting Started Book 1 Student Edition	$30.00	1	$30.00	
1840321	9780358767091	Read 180 Stage B ReaL Book Workshops 10-12 Student Edition Bundle Includes: Read 180 Stage B ReaL Book Workshop 10-12 Student Edition Read 180 Stage B Getting Started Book 2 Student Edition	$30.00	1	$30.00	
Total for A la Carte Items Available for Purchase			**$150.00**			
Total for Stage B			**$150.00**			

Read 180 Flex Core Classroom

Student Licenses

1867398	9780358937692	Read 180 on Ed Flex Student Digital Subscription 1 Year Includes: Read 180 on Ed Flex Student License, 1 Year	$30.00	1	$30.00	

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estevens@cal-pacs.org

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Date of Proposal: 8/8/2025 **Proposal for** **Expiration Date: 9/22/2025**

California Pacific Charter Schools

	ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
		Implementation Success				
	Total for Student Licenses		**$30.00**			
	Teacher Licenses					
1855113	9780358864646	Read 180 on Ed Flex Teacher Digital Subscription 1 Year Includes: Read 180 on Ed Flex Teacher License, 1 Year Access to Teacher's Corner	$199.00			1
	Total for Teacher Licenses		**$0.00**			
Total for Read 180 Flex Core Classroom			**$ 30.00**			

Stage C

Student Licenses

1866600	9780358937265	Read 180 on Ed Student Digital Subscription 1 Year Includes: Read 180 on Ed Student License 1 Year Implementation Success	$109.00	1	$109.00	
	Total for Student Licenses		**$109.00**			
	Teacher Licenses					
1835546	9780358740643	Read 180 on Ed Teacher Digital Subscription 1 Year Includes: Read 180 on Ed Teacher License 1 Year Access to Teacher's Corner	$299.00			1
	Total for Teacher Licenses		**$0.00**			
	A la Carte Items Available for Purchase					
	Student Materials					
	Bundles					
1840257	9780358766452	Read 180 Stage C ReaL Book Workshops 1-3 Student Edition Bundle Includes: Read 180 Stage C ReaL Book Workshop 1-3 Student Edition Read 180 Stage C Getting Started Book 1 Student Edition	$30.00	1	$30.00	
1843366	9780358790112	Read 180 Code Books 1-4 Student Edition Bundle for Stage C, 8 Year Print Subscription Includes: Read 180 Code Books 1-4 Student Edition Read 180 Stage C Getting Started Book 1 Student Edition	$240.00	1	$240.00	
1843359	9780358790044	Read 180 Code Books 1-4 Student Edition Bundle for Stage C Includes: Read 180 Code Books 1-4 Student Edition	$30.00	1	$30.00	

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Attention:
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Date of Proposal: 8/8/2025 **Proposal for** **Expiration Date: 9/22/2025**

California Pacific Charter Schools

	ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
		Read 180 Stage C Getting Started Book 1 Student Edition				
1840281	9780358766698	Read 180 Stage C ReaL Book Workshops 4-6 Student Edition Bundle Includes: Read 180 Stage C ReaL Book Workshop 4-6 Student Edition Read 180 Stage C Getting Started Book 2 Student Edition	$30.00	1	$30.00	
1840305	9780358766933	Read 180 Stage C ReaL Book Workshops 7-9 Student Edition Bundle Includes: Read 180 Stage C ReaL Book Workshop 7-9 Student Edition Read 180 Stage C Getting Started Book 1 Student Edition	$30.00	1	$30.00	
1840329	9780358767176	Read 180 Stage C ReaL Book Workshops 10-12 Student Edition Bundle Includes: Read 180 Stage C ReaL Book Workshop 10-12 Student Edition Read 180 Stage C Getting Started Book 2 Student Edition	$30.00	1	$30.00	
	Total for A la Carte Items Available for Purchase		**$390.00**			
Total for Stage C			**$499.00**			

Professional Services - Read 180

Coaching

1883292	9798202010903	Coachly Getting Started Live Online 1-Hour Grades K-12 In this initial district-scheduled session, participants will explore the Coachly experience, discuss the impact of collaboration on student and teacher growth, and develop strategies to make the most of their Coachly partnership.		1		
1883291	9798202010897	Coachly Leader Success Live Online 1-Hour Grades K-12 In this building level leader-focused session, participants will explore the Coachly experience, discuss its value and the impact of collaboration on student and teacher growth, and develop strategies to make the most of their Coachly partnership. Included are recommendations for usage and progress monitoring and details around next steps for teachers to launch their partnerships.		1		
1866772	9780358933694	Read 180 Coachly Digital License Grades 3-12 1 Year Coachly provides one-on-one coaching to teachers to build their program expertise, support lesson planning, and discuss data-driven, actionable strategies to grow teacher practice. Each teacher is matched with a certified coach with whom they can schedule virtual sessions and message via the Ed platform. Coachly licenses are a one year digital subscription.	$1,500.00	3	$4,500.00	
	Total for Coaching		**$4,500.00**			

Implementation Support for Read 180

1833602	9780358732082	Getting Started: Introduction to Read 180 Live Online Grades 3-12 2 Hour This two-hour Getting Started session introduces teachers to their new program's structure, essential resources, and implementation recommendations. Teachers will also explore Ed, HMH's teaching and learning platform, and the professional learning pathway on Ed.	$800.00	1	$800.00	

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California Pacific Charter Schools

	ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
		Getting Started is the initial step toward a successful first 30 days. Ongoing training and support will be also provided on Ed. There, teachers will access a guided learning pathway based on their grade level and implementation timeline. A recommended sequence of topics, which includes live sessions, videos, interactive media, and related resources, will help teachers plan, teach, and assess student learning using their new HMH program. After teachers complete each pathway topic, they receive a certificate of completion.				
1852471	9780358841821	Read 180 Leader Success Live Online Grades 3-12 1-Hour During this one-hour live online session, leaders learn about the design and resources of their HMH program. To help leaders develop a plan to guide implementation and set up teachers for a successful start, HMH Coaches share tools and best teaching and student learning practices to observe in the classroom. Leaders also preview the Teacher Success Pathways and resources on HMH Ed for ongoing support.	$400.00	1	$400.00	
		Total for Implementation Support for Read 180	**$1,200.00**			
		Total for Professional Services - Read 180	**$5,700.00**			

Subtotal Purchase Amount:	**$10,344.00**
Shipping & Handling:	**$187.20**
Sales Tax:	**$68.03**
Total Cost of Proposal (PO Amount):	**$10,599.23**

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Date of Proposal: 8/8/2025 **Proposal for** **Expiration Date: 9/22/2025**

California Pacific Charter Schools

Total Cost of Proposal (PO Amount): $10,599.23

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- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - Point of Contact for Print materials
  - Point of Contact for Digital materials
  - Point of Contact for Scheduling Professional Development
  - Email address for Accounts Payable contact
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:	**Sold to:**
California Pacific Charter Schools	California Pacific Charter Schools
940 S Coast Dr Ste 185	940 S Coast Dr Ste 185
Costa Mesa, CA 92626-1780	Costa Mesa, CA 92626-1780

- Please provide funding start and end dates.
- Please note HMH bills products and services as they are fulfilled. You may receive multiple invoices for your order.
- HMH reserves the right to transmit documents electronically.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Destination.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

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Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

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Date of Proposal: 8/8/2025 **Proposal Expiration Date: 9/22/2025**

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